



NO ACCESS POLICY

Contents

1.	Scope of Policy.....	2
2.	Context	2
3.	Objective and Principle of this Policy Objective and Principle of this Policy.	2
4.	The Principle of Underpinning the Policy	3
5.	Legal Provisions Regulations and standards.....	3
6.	Reason for Access	6
7.	Notice	7
8.	Summary	7
9.	Special Circumstances	8
10.	Forced Entry	8
11.	Rechargeable Costs.....	9
12.	Complaints.....	9
13.	Performance Monitoring.....	10
14.	Review of Policy.....	10
15.	Appendix 1 Lettable Standard	11

1. Scope of Policy

This policy sets out the framework used by ng homes to ensure access to all of its social housing stock when required. ng homes have many legal, regulatory and contractual duties as a social landlord. These include ensuring its social housing stock meets national legal standards in terms of conditions, as well as ensuring the safety of all their tenants. To enable ng homes to meet the duties, it is vital that there are no barriers to accessing any of its tenants houses when necessary. Where barriers do exist ng homes will work with the tenant to ensure the access is mutually agreeable, providing support to the tenant where required.

2. Context

The No Access Policy will assist ng homes to meet the aims of its Physical Regeneration Strategy and the Business Plan

3. Objective and Principle of this Policy Objective and Principle of this Policy

The overall aim of ng homes' No Access Policy is to ensure that its social housing stock is safe and meets all minimum required standards as set out in legislation, regulation and any contractual obligations.

The specific objectives of the Policy are:

- to ensure a robust escalation process is in place to provide the tenant with the opportunity to give access at a mutually convenient time while advising that it may lead to forced entry where no access is provided;
- to allow ng homes to exercise its legal right as a landlord to enter the property, having given the tenant the legally required notice of 24 hours,
- to inspect the property's condition or carry out works required to meet any legal, regulatory and/or contractual obligations;
- to provide a fair and transparent process to gain access to the property where the tenant has either:
 - not agreed to give access; or
 - ignores any contact requesting access;
- to ensure that any forced entries are carried out with minimum disruption, complying with relevant legislation and good practice;
- to ensure that any tenant(s) who do not allow access to a ng homes property are re-charged for any associated costs ng homes incurs by having to force entry.

4. The Principle of Underpinning the Policy

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- to ensure that any tenant(s) who do not allow access to a ng homes property are re-charged for any associated costs ng homes incurs by having to force entry.

The principles underpinning the Policy are:

- ng homes will implement supporting procedures to ensure compliance. These will incorporate agreed good practice to ensure consistency;
- staff training will be provided to ensure that staff are equipped to carry out the roles expected of them;
- communication with tenants and service users will be in 'plain language'; and
- performance will be monitored to ensure the policy is being adhered to.

5. Legal Provisionsm Regulations and standards

The primary housing legislation governing the rights of a landlord in relation to property condition and repairs, including access to carry out necessary repairs, is contained within

the Housing (Scotland) Act 1987 as amended by the Housing (Scotland) Acts 2001, 2006 and the Housing (Scotland) Act 1987 (Tolerable Standard) Extension of Criterion) Order 2019.

Section 86 of the Housing (Scotland) Act 1987 sets out a 'Tolerable Standard' which is the minimum standard required for all housing. Any property below this standard is unfit for human habitation. The Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criterion) Order 2019 revises the tolerable standard to include:

- satisfactory equipment for detecting and warning in the event of fire or suspected fires; and
- satisfactory equipment for early detection and warning of carbon monoxide (CO) at hazardous levels.

Schedule 4 of the 2001 Act states that landlords have a duty to ensure that a house is wind and watertight and reasonably fit for human habitation, both at the beginning of the tenancy and throughout its term:

1) The landlord in a Scottish secure tenancy must—

- (a) ensure that the house is, at the commencement of the tenancy, wind and watertight and in all other respects reasonably fit for human habitation, and
- (b) keep the house in such condition throughout the tenancy.

2) The landlord must, before the commencement of the tenancy—

- (a) inspect the house and identify any work necessary to comply with the duty in paragraph 1(a), and
- (b) notify the tenant of any such work.

3) The landlord must—

- (a) ensure that any work necessary to comply with the duty in paragraph 1(b) is carried out within a reasonable time of the tenant notifying the landlord, or the landlord otherwise becoming aware, that it is required, and
- (b) make good any damage caused by the carrying out of the work.

4) The landlord, or any person authorised by it in writing, may at any reasonable time, on giving 24 hours' notice in writing to the tenant or occupier, enter the house for the purpose of—

(a) viewing its state and condition,

(b) carrying out any work necessary to comply with the duty in paragraph 1(b) or

Part 3 of the Housing (Scotland) Act 2010 governs the performance of Social landlords through the introduction of the Scottish Social Housing Charter outcomes. This set out the standards and outcomes tenants can expect from social landlords regarding the quality and standard of their home, as well as the value for money regarding the services they receive.

Outcome 4 - Quality of Housing - All ng homes properties should meet the Scottish Housing Quality Standards (SHQS) at the time of allocation, meaning they are clean, tidy and in a good state of repair. These standards describe what all social landlords should be achieving in all their properties unless there are exemptions. This outcome also incorporates the Energy Efficiency Standard for Social Housing (EESH) which plays a vital part in meeting national energy efficiency standards set by the Scottish Government's aim of warm, high quality, affordable, low carbon homes across Scotland. SHQS Technical Guidance for Social Landlords sets out the minimum housing standards required.

The Scottish Secure Tenancy Agreement (SST) is a legally binding contract based on the above legislation and must be signed by all tenants. It protects both the tenants' and the ng homes interests as well as setting out the responsibilities of both parties.

Section 5 of the SST states ng homes right and responsibilities as a landlord to carry out any work (repairs) necessary to put the house into a state which is wind and watertight and, in all respects, reasonably fit for human habitation. This duty includes:

- taking into account the extent to which the house falls short of any current building regulations and or safety standards; and
- keeping in repair the structure and exterior of the house;
- keep in repair and in proper working order, any installations in the house provided by us for:
- the supply of water, gas and electricity;
- sanitation (for example basins, sinks, baths, showers, toilets);
- hot water heating;

- space heating (for example central heating) including fireplaces, flues and chimneys.
- the right of access in order to lay wires, cables and pipes for the purposes of telecommunications, water, gas, electricity.

It explains ng homes right to enter the property, having given 24 hours' notice in writing. Where entry is refused, forcible entry can be made provided the tenant has been given every reasonable opportunity to give access voluntarily. The tenant will be liable for the costs of any damage reasonably caused by ng homes due to forcing entry to the property.

Other relevant provisions include, but are not restricted to, the following:

- The Gas Safety (Installation and Use) Regulations 1998 as amended by the Gas Safety (Installation and Use) (Amendment) Regulations 2018. These are supported by the Health and Safety Executive's (HSE's) Approved Code of Practice (ACOP).
- General Data Protection Regulations (GDPR) and the Data Protection Act 2018 – ng homes will ensure that any information obtained will be processed and used accordingly.
- Equality Act 2010
- Human Rights Act 1998 – right to property (article 1 of protocol 1) and right to privacy (article 8) apply however the safety of tenant's would provide an objective justification with these rights due to it being a proportionate means to a legitimate aim.

6. Reason for Access

The main reasons ng homes would require access are listed as follows:

- **Servicing**

Any legally required safety checks or services to all heating system types, gas appliances, flues, chimneys, smoke alarms, carbon monoxide alarms or any other landlord duty covered by Section 4 above. This would include any tenant installed systems ng homes have taken over responsibility for.

- **Improvement Works**

Any improvement work or upgrade needed to meet new safety or energy efficiency legislation, regulations or standards will be prioritised. ng homes must fulfil its duties as a landlord in terms of safety of tenants, neighbours and communities. This may include electrical re-wiring, upgrades to smoke alarms and carbon

monoxide alarms, energy efficiency measures such as insulation heating system upgrades, carrying out EPC surveys, asbestos surveys etc.

- **New Build Housing**

Each new build house has a one year defects period to identify and/or address any issues with the property. The terms of construction contracts requires each contractor to fulfil their obligations in terms of addressing any defects within a set timescale. These include value for money and a set specification for standards.

- **Property Inspections**

ng homes has the right to access any of its properties to view the condition of the property so long as they have given the tenant 24 hours' notice in writing.

This list is not exhaustive and will apply to any situation where ng homes need access to a property to inspect or carry out work required to meet any legal and regulatory standard or contractual obligation.

Each scenario will be assessed in accordance with the relevant legislation in relation to it at the time.

7. Notice

ng homes will always attempt to make contact with the tenant(s) to give prior warning of any work/inspection required, giving as much notice as possible to arrange a mutually convenient time for the work/inspection to be carried out.

Following any initial, unsuccessful attempts to make contact, normally carried out by our Contractor, ng homes will send a letter to the tenant advising of works required and asking tenant to make contact to arrange an appointment.

Following further no contact from the tenant after 5 working days from the 1st Letter a 2nd No access Letter will be delivered, this will be strongly worded to advise that forced access arrangements will be made if no contact is made in the next 7 days.

If there is no contact then the 3rd Letter which is a Notice of Intention to Enter will be issued giving a minimum of 24 hours notice and a maximum of 7 days notice of the date and time arrangement as have been made to force entry to the property.

8. Summary

Letter 1 - Initial letter to advise contractor/ng homes has been unable to contact to arrange appointment and tenant must contact within 7 days advising of consequences if no contact is made.

7 Days

Letter 2 - 2nd Letter Further letter advising again a further 5 working days to contact or forced access arrangements will be made.

7 Days

Letter 3 - Notice Of Intention To Enter (NOITE) detailing time and date of forced Access, detailing recharge.

9. Special Circumstances

ng homes will always take into account any special circumstances that tenants may have which may affect access to carry out any work. Where it is identified that the tenant has any physical or mental impairment, medical issues, disabilities and/or vulnerabilities that will prevent the work or inspection from going ahead, ng homes will work with the tenant to try and find a mutually convenient solution to allow the work to be carried out with minimal disruption or where possible delay the work to a more convenient time.

ng homes will provide assistance to the tenant. The level of assistance provided will depend on whether the tenant has household and/or family members who could be reasonably expected to support and assist them. ng homes will use its discretion to establish the level of assistance that will need to be provided in line with the circumstances of each case.

10. Forced Entry

Where the tenant has failed to engage or give access, ng homes will follow their supporting escalation procedures, up to and including forced entry to the property where necessary.

Each case will be assessed and authorised by the relevant Manager.

A Notice of Intention to Enter (NOITE) will be hand delivered to the property giving a minimum of 24 hours' notice from the date and time of the appointment specified in the notice. This date will not be changed unless in exceptional circumstances and only if approved by an ng homes Manager or Director.

An ng homes representative and any relevant tradesperson will be present at each forced entry. If there is any concern in relation to safety ng homes will liaise with Police Scotland regarding their attendance at the forced entry appointment.

ng homes will ensure the property is secure following a forced entry and will change locks where necessary, ng homes will leave information at the property advising the tenant where they can collect new keys and of the re-charges they will incur for not allowing access to the property. ng homes will request the tenant shows suitable identification before allowing the new keys to be collected.

11. Rechargeable Costs

ng homes will re-charge the tenant(s) for any costs associated with the enforcement of a NOITE. The re-charges will be based on the Schedule of Rates for the relevant financial year. This will include the costs of trades' time and any materials required to repair the damage caused by forcing entry such as locks.

In cases where the tenant initially agrees to give access for the work but then refuses at a later stage, ng homes will also seek to recover any abortive costs that have been incurred at the date of the subsequent refusal. This may include design costs, materials, bespoke materials and so on.

In line with ng homes Rechargeable Repairs Policy, where re-charges cause financial pressure, affordable repayment agreements be offered to the tenant. Any re-charges not paid will be escalated to ng homes debt recovery process which can lead to any future offers of housing being suspended.

12. Complaints

Any tenant who is not satisfied with the manner in which ng homes has dealt with any aspect of the no access process should contact the Housing Manager in the first instance who will investigate and respond within timescales set out in ng homes complaints policy.

13. Performance Monitoring

The Scottish Social Housing Charter sets out the outcomes and standards that all social landlords should aim to achieve when performing their landlord functions. The outcomes are as follows:

- the customer/landlord relationship;
- housing quality and maintenance
- access to housing and support; and
- getting good value from rents and service charges.

The Charter places a statutory duty on ng homes to complete the Annual Return on the Charter (ARC) to the Scottish Housing Regulator (SHR). The ARC provides key information on ng homes performance throughout the financial year in relation to the quality and maintenance of its housing stock using national indicator 6 - percentage of stock meeting the Scottish Housing Quality Standards (SHQS).

ng homes will internally monitor the number of forced accesses carried out to ng homes properties across the year.

14. Review of Policy

The No Access Policy will be reviewed in 3 years, or sooner, if legislative, regulatory or good practice requirements change

15. Appendix 1 Lettable Standard

CLEANLINESS

- Removal of all rubbish, furniture, floor coverings, tenants improvements where of poor standard/no value, tenant contents and belongings.
- Clean all floorboards, woodwork, cupboards, kitchen fitments, bathrooms including all sanitary ware.
- Clear house of all smells
- Removal of all contractors' waste and complete sweep and clean out.

EXTERNAL STRUCTURES & FACILITIES

- Gardens MUST be cleared of rubbish & made safe.
- Any structures e.g. sheds, outhouses, Anderson shelters etc. which are unsafe or in a state of disrepair must be removed.

PATHWAYS, STEPS, HANDRAILS, ETC

- Clearly defined and safe access routes from the public footpath to the front door
- Safe access from bin storage area to the public footpath
- Safe and clear access from rear door of property to drying areas
- Previous tenant's alterations improvements can remain insofar as they comply with standards
- Safe and secure steps
- Handrails secure and safe

LANDSCAPING (HOUSES)

- Grass areas will be left in a short maintainable condition. Trees, bushes, etc will be left in a safe, maintainable condition

FENCING

- Gates and boundary fencing must be safe and secure

- Fencing between neighbouring properties must be left in safe condition and will be repaired or sections replaced depending on cost effectiveness. Gates to be repaired or replaced as required. Fences and gates will become the responsibility of the incoming tenants to maintain thereafter.

BINSTORES

- Binstores and gates (with numerals), should be in a safe and usable condition.

DRYING AREAS AND FACILITIES

- Clothes poles and rotary driers should be in a usable safe condition.
- Missing clothes lines to be replaced (Clothes lines are a consumable item that the new tenant will be expected to maintain and replace thereafter).

ROOFS

- Where possible, roofs should be free from major disrepairs and are safe.

EXTERIOR WALLS

- Exterior walls should be checked for cracks, damage to, or deterioration in its condition and any unsafe parts made good before letting.

RAINWATER SYSTEMS

- Gutters and downpipes must be safe and secure, correctly fixed and if leaking or sagging repaired/adjusted
- Rhone pipes which appear over grown, if extreme will require to be cleaned. This work can be implemented before or after the re-let (cross reference check to be made with rhone pipes/gutter cleaning programme).
- All drainage channels, grills, rodding eyes etc. MUST have safety grills or covers securely fitted.

PARKING & PARKING FACILITIES

- Where provided, any integral car parking areas must be left reasonably level, safe and tidy

ELECTRICAL SYSTEMS

- All electrics and appliances must be checked and in the main a full electrical periodical test & inspection is carried out and a test certificate provided, copied to new tenant
- All voids will have an electrical test undertaken at the commencement of the void, if at this point it does not comply with ng homes electrical standard the property will be brought up to the standard while the house is void, this work will include rewiring if required. .
- Meter boxes should function and where possible incoming tenants should be issued with a meter box key.
- Generally, previous tenants fittings will be removed, However certain appliances i.e. cooker extractor hoods, electric fires, showers or exterior lighting can remain within the property if they meet standards, or it is reasonably cost effective to bring up to standard
- Smoke and CO alarms must be checked as part of the electrical check and maintained in accordance with the manufacturer's recommendations. Any missing smoke alarms must be replaced with hard wired type.
- All properties with any gas appliances MUST have a mains wired Carbon Monoxide detector correctly installed. If no detector is fitted a detector MUST be correctly located within the property.
- Generally tenant's cookers, hobs and ovens will be removed unless they are clearly in very good condition and of use to the new tenant. They will then be tested as part of the electrical checks. Incoming tenant shall take fully responsibility thereafter
- Owned integrated electric hobs and ovens (in special needs and wheelchair houses) will be retained, tested and repaired/replaced, if necessary for new tenants.

ELECTRIC FIRES

- Electric fires installed are to be checked as part of the certification process. Any electric fires that are beyond economical repair will be removed and upgraded to electric fire suits.

LIGHTING

- Appropriate pendant or batten holder in each room
- Wall lighting left when decoration very good and new tenant accepts responsibility

FANS

- Mechanical extract fan in kitchen and bathrooms.
- Fans must be clean, operational, and free from noise with outside cowl.
- Alternatively positive ventilation system in place.

STORAGE, PANEL, WALL AND PLINTH HEATING

- Each room in every property must have some heat source.
- Panel or storage heaters to be checked and fully tested, be clean, safe, secure, free from excessive damage.

SHOWERS

- Showers to be checked as part of electrical check and must be properly fitted within appropriate tiled/ wet wall area.
- If the installation does not comply with standards, then where at reasonable cost the installation can be made good then the shower should be left. If not then the shower shall be removed and any necessary patching/repairs carried out.

TELEVISIONS

- Television equipment i.e. aerials, cabling and outlets in the main will not be disturbed as part of void works unless deemed unsafe e.g. aerial broken lying on roof. Main TV outlet plates will be replaced if damaged.

SATELLITE & CABLE

- Satellite dishes may be left if in a safe and reasonable condition. Any unsafe dishes must however be removed. Cabling left tidy. If however the new tenant does not want the Satellite dish it can be removed at anytime.

TELEPHONE CONNECTIONS

- Telephone containing systems to be left operational and safe including any extensions

GAS

- All gas supplies, fires and gas central heating installations to be in a safe and operational manner ready for the incoming tenant. Certificate to be ready for new tenant. Any unsafe gas fires beyond economical repair will be removed.
- Stand alone gas cookers MUST be removed
- Integrated gas hobs and ovens can remain for incoming tenants if they are in good condition, fully operational, have been checked for safety and may be of use to the new tenant.

WATER SUPPLY

- All water outlets (especially shower heads) are to be run for 10 minutes at reinstatement to minimise the risk of legionella.

PLUMBING

- Hot water cylinders checked for leaks, rust, appropriate controls, secure base and insulation. Testing, repairs and/or replacements to be carried out during re-let

WASTE PIPE WORK

- Clean out all traps. Ensure that appropriate waste pipework in place, safe, secure and operational with plug and chain assemblies.

SUPPLY AND SERVICE PIPE WORK

- Check condition of all hot and cold domestic pipework for leaks, damage and dead legs. Repairs/replacements affected during re-let.
- The condition of cold water storage tanks should also be checked for corrosion. Tanks may need repaired/replaced and/or cleaned out.
- Stopcock checked for operation

TOILETS

- The WC should be secure, clean and free from damage and leaks, fully functional with sound toilet seat

TAPS

- Taps should be relatively easy to operate, give ample flow of water, in reasonable condition and intact (Where replacements are required taps are to be upgraded in the main to 3" lever taps unless there is some sort of medical adaptation)

WASHING MACHINE FITTINGS

- All properties which have the facilities for a washing machine MUST have isolator valves fitted to hot and cold supply pipes, and a new sealed waste cone should also be in place.

WINDOWS

- Windows must be operating properly, checked for safety, wind and watertight with appropriate locks, handles and restrictor mechanisms. Keys (where applicable must be provided for the incoming tenant)
- Internal cills must be in sound condition.
- Where double glazed units have in excess of 25% of the units affected by condensation, the unit to be replaced.

INTERNAL DOORS

- All pass doors are to be intact, operating correctly, fitting properly with appropriate ironmongery and timber finishes.
- Older Bakelite handles can be upgraded to standard aluminium satin anodised handles.
- Doors should only need to be replaced when non-standard, damage is extensive, ill fitting beyond repair, or where a fire door is required.
- Fire door installations should comply with the appropriate regulations. (Kitchens and living rooms in flats above GF; all rooms in houses above two storeys)

EXTERNAL DOORS

- All installed locks to be working correctly, with a full set of keys available. Doors to be secure and weatherproof. Letter plates should be installed in front doors
- The need for draft proofing should be investigated at the time of the void, if needed this should be installed as part of void repairs.

FLOORS

- All floor boards to be made safe, secure and free from excessive noise and where possible level. Location of pipe runs shall be taken into account where known.
- All laminate flooring to be removed in upper flatted dwellings. Laminate flooring can be left in ground floor housing only if in extreme good condition and we are not required to check floor condition below (new build or recently checked).

SKIRTING & FACINGS

- Missing or badly damaged skirting/ facings should be replaced or repaired as necessary. Upgrading older sized finishes shall be implemented where cost effective.

CUPBOARDS

- All bedroom cupboards should have 1 plywood edged shelf with a hanging rail installed with additional support if necessary
- Slatted shelving should be installed within cylinder or boiler cupboards above the cylinder/boiler depending on the space available within
- Within hall or kitchen cupboards, plywood edged shelving should be installed depending on the space available

KITCHEN UNITS

- All units to be checked to ensure they are fit for purpose, sturdy enough to take the loading, free from any major damage, (e.g. water damage in sink base units) and are correctly secured to the wall.
- Doors should line up adequately, damaged doors/drawers to be replaced with matching or close matching doors wherever possible. If not possible then new doors should be installed.
- There should be at least 1 shelf per base unit (including sink units) and 1 or 2 shelves per wall unit.
- Damaged worktops to be replaced with matching where possible. Where it is not possible to match worktops then all worktops should be replaced where practical – e.g. where a roll top sink unit is installed.
- Where matching of doors/worktops is not possible then replacements should be as near a match as possible. However, if a kitchen is in poor condition and the property may be seen as difficult to let then consideration will be given to replace entire kitchen fittings.

MEDICAL ADAPTATIONS

- Every adaptation should be checked to ensure they are operational and meet the needs of the incoming tenant. If not, small installations such as grab rails and handrails should be removed with holes etc. being refilled.
- Where there is a level access shower, every effort must be made to let house to a family requiring such a shower. Level access showers will **not** be removed.
- Stair lifts will be removed completely as a health and safety measure unless an incoming tenant requires the facility.

- Temporary ramps to be removed.

BATHROOMS

- Bathroom suite to be checked for chips, cracks etc. and where possible repaired. Where a replacement unit is required, the colour should match remaining parts of suite. If unavailable and all units are in poor condition then an entire white suite should be fitted, otherwise individual units should be replaced in white.

CEILINGS

- Ceilings to be left in good condition, tapes replaced or patched, artex patched, polystyrene tiles or coves removed and ceilings made good.

DECORATION

- Decoration will be carried out up to a maximum of 2 rooms and / or a decoration voucher given. This will be based on the condition of the property and with the agreement of the prospective tenant.
- In exceptional cases where a property has been identified as in extreme poor condition part decoration and an additional décor voucher can be given on the authority of the Manager.