



Rural Stirling

Housing Association



Quality property
management services

GROUP GAINING ACCESS TO MEET LEGISLATIVE REQUIREMENTS POLICY

Rural Stirling Housing Association, Stirling Road, Doune, FK16 6AA Registered as a Scottish Charity No. SC037849 Venachar Limited, Incorporated under the Companies Act (Company Number SC447415), Registered Office: Stirling Road, Doune, FK16 6AA	
Policy Name	Group Gaining Access to Meet Legislative Requirements Policy
Policy Category	Housing & Property Services
Date Policy Reviewed	5 October 2023
Review Period	3 years
Next Review Due	October 2026
Equality Impact Assessment	Yes

1.0 Introduction

- 1.1 As a responsible landlord, Rural Stirling Group (RSG) aims to maintain the condition of properties it owns and manages and ensure the safe welfare of occupants, , at all times.
- 1.2 In pursuing this aim RSG, may require access to properties and adjoining grounds. Right to this access is an express condition of the tenancy and lease agreements that RSG issue and RSG will expect that, given reasonable notice, access will be granted by the occupants of properties it owns and provides services to.
- 1.3 This policy sets out the approach RSG will take in securing access for legitimate housing management and maintenance purposes, when this is likely to be required and the steps it will take if permission for access is not granted or not available when necessary.
- 1.4 The application of this policy ensures compliance with the outcomes of the SHR Regulatory Framework for social housing in Scotland.

2.0 Equality & Diversity Statement (Group Statement)

- 2.1 We will ensure that this policy is applied fairly and consistently. In implementing this policy, we will not directly or indirectly discriminate against any person or group of people because of their race, religion or belief, gender, disability, age, sexual orientation, or any other grounds. Our commitment to equality and fairness will apply irrespective of factors such as age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or other personal attributes.

This policy and any other Rural Stirling Group (RSG) publication is available in other formats e.g., other languages, Braille, large print, audio.

3.0 SHR Regulatory Standards

- 3.1 The SHR's regulatory framework sets out Regulatory Standards of Governance and Financial Management to be achieved by all Registered Social Landlords (RSLs). The Board accepts that it is responsible for ensuring that the Association complies with these standards. The standards of direct relevance to this policy are noted below:

Standard 2: The RSL is open and accountable for what it does. It understands and takes account of the needs and the priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these priorities.

Standard 4: The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

4.0 Relevant Legislation

- **Housing (Scotland Act 2001) including fire safety as set out by the Tolerable standard**
- **Tenancy Agreement (Contractual)**
- **Scottish Government Scottish Housing Quality Standard**
- **Gas Safety Regulations 1998**

5.0 Pre-planned Access

5.1 There are various reasons why RSG would need to secure access to properties it owns and/or manages on a pre-planned basis. Non exhaustive examples include:

- Access to carry out repairs which are the landlord's responsibility to complete
- Access to carry out safety checks to ensure it meets its legal 'compliance' obligations
e.g., to carry out annual gas safety checks in line with Landlord Gas Safety Requirements (LSGR), undertake Electrical Safety testing to ensure that there is a valid EICR in place, or fire safety works
- Access to assess the general condition of properties or for the presence of known hazards e.g., asbestos surveys
- Access to assess the need for, or to carry out investment works and property improvements to eliminate hazards or maintain / enhance asset values
- Access to carry out tenancy audits to assess both the condition of the property and that the needs of tenants are being met effectively

5.2 For each of the examples outlined above of why access may be required and others not listed, RSG will have a detailed procedure that it will follow to ensure consistency and fairness.

5.3 The process will vary according to the timescales for each action, but common factors will include multiple, reasonable attempts to secure access by arrangement with the occupier and at times that are mutually agreeable.

5.4 Listed below are the types of measure RSG will deploy to gain access on a planned basis:

- Writing to the occupier in advance outlining why access is required and providing a proposed date (also details of how to contact RSG to make an alternative appointment if this is not convenient)
- Contact by telephone or email to secure an appointment date
- Home visit to book an appointment date

5.5 RSG may repeat the above attempts to maximise the opportunities to secure appointments by arrangement.

5.6 Where occupants fail to respond to the above attempts RSG may also, depending on individual circumstances and the urgency of the access required, deploy the following measures to secure access:

- Make contact with relatives or those listed as having caring responsibilities
- Make contact with neighbours
- Make contact with known external support and advocacy groups

5.7 In all attempts to gain access RSG will endeavour to meet preferred communication methods where these are known e.g., where English is not spoken as a first language and will keep a record of all the attempts it makes.

5.8 If RSG is required to gain access via a forced entry after a tenant has failed to engage with the measures set out in the detailed procedure for gaining access, it reserves the right to recharge the occupants for the costs associated with forcing entry, such as tradesperson's time, lock changes etc.

5.9 Forced access will always be considered as a last resort and we will exhaust all other measures try to obtain access with the full cooperation of the tenant.

6.0 Enforcement Actions

6.1 In the vast majority of cases the above measures usually result in access being secured, however, there are occasions where RSG may be required to take tenancy or lease enforcement actions to secure access. This may include serving 'Notice of Proceedings' for breach of tenancy and applying to the courts to bring the tenancy to an end.

6.2 RSG will only pursue the above legal remedies for gaining access to properties when all other reasonable attempts at contact and access by agreement have been exhausted.

6.3 RSG will deal with any property that is suspected to be abandoned in line with its Abandonment Procedure.

7.0 Emergency Access

7.1 In certain circumstances, RSG may be required to gain immediate access to properties where there is a reasonable assumption that there is a threat to the health and safety of individuals or failure to act may result in property damage.

7.2 RSG will only ever attempt immediate access in extreme circumstances, non-exhaustive examples including where there is a flood, gas escape or suspected medical emergency and when it is safe to do so.

7.3 In these circumstances permission to act will normally be required from a member of the Senior Management Team if possible, in the timeframes concerned.

7.4 Where RSG is required to gain access in this way it will:

- Ensure follow up attempts are made to trace the property occupants to inform them of the actions undertaken
- Ensure the property is left safe and secure (this may on occasion involve carrying out a locks change. Where this is required, RSG will endeavour to leave messages or notification to the tenants/leaseholders of how they can obtain replacement keys)
- Take photographic evidence of the property by means of an inventory and/or as evidence for legal action that may follow

7.5 If RSG is required to gain access in emergency situations to remedy a fault that is found to be of the occupants making, it reserves the right to recharge the occupants for all works undertaken, e.g., where taps have been left running causing flood damage.

8.0 Access by Key-Safe Arrangements

8.1 Across a range of properties that RSG owns and manages, occupants may choose to install 'Key-Safe' facilities, whereby a key to the property is kept in an external and secure box that can be accessed by entering a personalised code.

8.2 Entirely at an occupant's discretion, they may share the code with RSG staff so that they may gain access to the property in an emergency situation.

8.3 Where this arrangement exists, RSG will not share the code with any third party without the occupants' permission and will attempt to contact the occupant via intercom or telephone when the key-safe facility is to be used.

9.0 Mid-Market Rent (MMR)

9.1 This policy does not cover Mid-Market Rent (MMR) properties led to our subsidiary Venachar Ltd.

9.2 MMR tenancies are not social tenancies and must be treated separately, as these are effectively private sector tenancies with an entirely separate and different statutory basis.

9.3 Where we require and are unable to obtain access for such tenancies to carry out inspections and repairs, we will apply to The First-tier Tribunal for Scotland (Housing and Property Chamber) for assistance in gaining access.

10.0 Implementation

10.1 All RSG staff who may deal directly with customers need to be aware of this policy to be able to address any customer queries that may arise.

10.2 The policy will have particular relevance to staff whose roles are involved in front line services and where access to properties is a requirement of the role.

11.0 Related Documents.

11.1 This policy relates to the following documents:

- Group Reactive Maintenance Policy
- Group Asset Management Policy
- Group Rent Arrears Prevention Policy
- Group Asbestos in Tenancies Policy
- Group Water Systems and Legionella Policy
- Group Electrical Safety Policy
- Group Fire Safety Policy
- Group Gas Safety Policy
- Landlord Facilities, H&S Policy Statement
- Group Damp and Mould Policy
- Group Infestations Policy

12.0 Review

12.1 We will review and update this policy every 3 years. More regular reviews will be considered where, for example, there is a need to respond to new legislation/policy or regulatory guidance.