



Gaining Access Policy

Housing Services

Policy:	Gaining Access Policy
Scope:	This policy applies to occupants of a Council owned property and covers circumstances under which we may need to gain access.
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Signed off:	Assistant Director, Housing
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Statute:	<ul style="list-style-type: none"> • Health and Safety at Work Act 1974 • Building Safety Act 2021 • Fire Safety Act 2021 • Homes (Fitness for Human Habitation) Act 2018 • Human Rights Act 1998 • Landlord and Tenant Act 1985 • The Gas Safety (Installation and Use) Regulations 1998 • Electricity at Work Regulations (1989) • The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 • Housing Act 1985 • Equality Act 2010 and Human Rights Act 1998
Connected Policies/agreements:	<ul style="list-style-type: none"> • Tenancy Agreement • Excluded License Agreement • Housing Repairs Handbook • Gas Policy • Electrical Policy • Fire Safety Policy • Compensation Policy

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1.0 Introduction

The terms 'we', 'us' and 'our' refer to St Albans City and District Council (SADC).

The terms 'you' and 'your' refer to Council Housing Tenants and Licensees.

Our property is your home. We are committed to ensuring your home is safe and secure. By allowing us access to your home, we can fulfil our duties as your landlord.

This policy explains St Albans City and District Council's intentions for gaining access to your home.

It covers:

- When we need to access your home
- What we will do if you do not allow access
- When we will enter your home without permission
- Licensees and Temporary Accommodation
- Organisations and contractors we work closely with
- Monitoring and controls
- Equality, diversity, and inclusion
- Communication and consultation
- Review

2.0 Key points around access

2.1 When we need to access your home

2.1.1 You must allow our staff and contractors access to your home to inspect and do essential work, including repairs, improvements and required safety checks. We will give you at least 24 hours' notice if we want to come into your home, except in an emergency.

2.1.2 SADC reserves the right to enter a leasehold property upon giving 'reasonable' notice to examine the condition of the leasehold property and if required, specify in writing what recommendations/repairs are required within the leasehold property or to carry out works that benefit the building as a whole.

2.1.3 SADC may enter leasehold properties without notice in the case of an emergency or, to carry out works to services (drains, sewers, wires, pipes, cables, gas supply etc). This is to prevent damage or risk to health or safety of occupants of the building.

2.1.4 We will contact you either by phone, email or letter and make reasonable attempts to arrange a suitable appointment if possible. It is important that you tell us if your contact details change and if accessibility arrangements need to be made. Where English is not your first language, arrangements can be made for translation and interpreting services.

2.1.5 We need to access your home for many reasons which includes but is not limited to:

- Investigating a possible breach of tenancy or tenancy fraud
- Checking the condition of your property
- Carrying out a welcome visit and/or tenancy audit
- Inspecting and carrying out any repairs, alterations, and improvements to the property
- Carrying out emergency repairs
- Carrying out any health and safety inspections e.g. annual gas servicing, smoke and carbon monoxide alarm check, water quality or electrical checks
- Gaining access to a property next to yours or a service duct which runs through your property
- Gaining access to your property if we believe there is a serious concern for welfare in the property

Please note that the above may or may not apply to you, depending on whether you are a Council tenant or leaseholder.

2.2 What we will do if you do not allow us access

2.2.1 The majority of our tenants allow access to their homes when required. Not allowing us access to your home is a breach of your tenancy and may result in us deciding to start legal action against you. This also includes if you continue to refuse reasonable access to your home.

2.2.2 We can decide to take the following tenancy action(s) against you:

- We may serve a tenancy warning if you do not allow us access
- We may serve a Notice of Seeking Possession or Notice to Quit
- We may demote your tenancy, which results in reduced rights of security of tenure
- We may apply to the court for an injunction to allow us to gain access to your home and ask for our legal costs to be paid by you
- We may recharge you for missed appointments with our contractors or any other related costs by the Council when we have gained access to your home e.g. lock change or wasted appointment
- We may apply to the court for possession of your home
- We may raise a welfare check with police if we cannot get in contact with you

2.3 When we will enter your home without permission

2.3.1 We may need to gain access to your home without your permission or in your absence if there is a risk of personal injury or serious damage to the property. This includes if we cannot get in contact with you or your next of kin.

2.3.2 If an emergency arises out of hours, the Out of Hours (OOH) duty surveyor will decide whether we should enter the property. Our out of hours service is a telephone response service.

2.3.3 Where entry is gained without your permission, we will change the locks, make good any damage resulting from this, and put a notice on the door informing you to contact us to arrange collection of your new keys.

2.3.4 Listed below are reasons for entering your home without permission. This includes but is not limited to the following reasons:

- We have identified a serious health and safety risk to the tenant and household members
- We believe there is a serious concern for welfare in the property
- A water leak from a pipe, tank or cistern which cannot be contained
- Insecure door(s) or window(s)
- Gas leak or expired gas safety certificate
- Electrical or fire risk or other compliance related fault

3.0 Licensees in Temporary Accommodation

3.1 Licensees in temporary accommodation do not have exclusive possession of their accommodation.

3.2 Accommodation means the accommodation and facilities. That accommodation is the subject of the Licence Agreement, which you have signed. It includes the garden of the accommodation where you live.

3.3 We will keep spare keys to your accommodation, and we have the right to enter it without notice.

3.4 We may need to access your accommodation for many reasons which includes but is not limited to the following:

- Investigating a possible breach of the Licence Agreement
- Inspecting and carrying out any repairs, alterations, and improvements to the structure and outside of the accommodation and/or the inside of the accommodation
- Carrying out emergency repairs
- Carrying out any health and safety inspections e.g. fire safety equipment checks, annual gas servicing, smoke and carbon monoxide alarm check, water quality or electrical checks
- Gaining access to your accommodation if we believe there is a serious concern for welfare in the accommodation
- Repairing or replacing fixtures, fittings and furniture in the accommodation which have been supplied by SADC
- Gaining access to a property/accommodation next to yours, or a service duct which runs through your accommodation
- If we have to serve you with a Notice to Terminate the Licence or a Notice to Quit, we will do so by handing it directly to you or by leaving it inside your accommodation

- When the licence has been ended and you have not returned the keys to SADC, we will charge you your license fee until the keys are returned and we may also change the locks and recharge you

4.0 Working with partners

4.1 We work closely with many other organisations in a wide range of different partnerships to deliver the best public services. This includes but is not limited to:

- Hertfordshire Police
- Hertfordshire Fire and Rescue Services
- Hertfordshire County Council – Community Mental Health Team, Adult Care Services and Children Services
- NHS
- Citizen Advice St Albans District (CASTAD)
- SADC contractors

4.2 For more information on partnerships and community projects, visit:

<https://www.stalbans.gov.uk/partnership-and-community-projects>

For more information on our contractors, visit:

<https://www.stalbans.gov.uk/working-with-the-council>

5.0 Monitoring and controls

5.1 All measures used to gain access will be reasonable and proportionate. They may vary accordingly depending on the levels of urgency and the reasons for why we need to enter a tenant's home or a licensee's accommodation.

5.2 A record of the communications, paperwork and digital images are kept, to provide evidence of the steps we have taken to gain access, and if any reasonable adjustments have been made. These are also legally required to be retained if an inspection is needed.

5.3 All staff will be trained to implement this policy correctly and efficiently and will follow the agreed procedure when accessing a tenant's home. Our contractors will also follow our standards, if accessing a property on our behalf.

6.0 Equality, diversity, and inclusion

6.1 An Equality Impact Assessment (EIA) has been completed during the development of this policy to ensure that it does not unfairly disadvantage people with protected characteristics (age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation). The EIA highlighted that some potential impacts may arise, so we have outlined actions to

mitigate these impacts. If we are aware of disabilities or particular needs that a tenant, licensee, or other members of the household may have (e.g. children with disabilities) that may impact them allowing us access to their home, we can make reasonable adjustments where necessary. We will look at what support and alternative communications might be available, and this might include working with voluntary and community sector partners, such as carer support agencies. This would be managed on a case-by-case basis.

- 6.2** To accommodate language barriers, arrangements can be put in place to provide translation and interpretation services. We will be mindful of religious festivals that take place and will try to plan access accordingly. Notwithstanding this, if unforeseen circumstances arise where access must be gained immediately, officers will gain access where needed. Where a history of gender-related abuse has been reported, we will put reasonable adjustments in place where same sex officers could be in attendance.
- 6.3** We work closely and liaise with our partners to provide support to those who require reasonable adjustments.

7.0 Communication and consultation

- 7.1** Policies are held on our website, along with specific webpages regarding the services we provide. Paper copies including an easy read version will be available upon request. This policy has been developed in consultation with our Tenants and Leaseholders' Forum.
- 7.2** Access regarding fire safety, building safety, gas and electrical safety will be prior communicated to tenants and licensees through their communication preference. This includes appointments, letters, texts, calls, and emails.

8.0 Review

We will review this policy every 3 years unless needed to address legislative, regulatory, or operational issues.