community gateway

Keeping Your Home Safe Policy

REVIEW DATE:
NOVEMBER 2027

1.0 KEEPING YOUR HOME SAFE - POLICY STATEMENT

1.1 Community Gateway Association (CGA) are committed to ensuring our tenants' homes remain safe and well-maintained.

1.2 CGA acknowledges its moral and legal duties in this area and are committed to ensuring that all tenants, household members, and visitors are adequately protected from all foreseeable risks relating to the property.

1.3 CGA will proactively seek to keep its homes safe by carrying out Homecare surveys to identify any works that are required to the home. CGA have a Repairing and Maintaining Your Home Policy which sets out our responsibilities for carrying out repairs to tenants' homes including repairs which may pose a health and safety hazard.

1.4 In addition to our repair responsibilities, CGA also have a duty to protect tenants from all foreseeable risks, including but not limited to:

- Fire
- Gas
- Electrical Installations
- Asbestos
- Damp, Mould and Condensation
- Legionella
- Lifts
- External Staircases and Balconies
- Trees

1.5 This policy sets out how CGA aim to protect tenants from these specific risks to their health and wellbeing and ensure that tenants' homes and communal areas are safe.

1.6 In delivering this policy CGA commit to:

- Ensuring adequate resources are made available to keep homes safe, and ensure sufficient safety assessments are conducted, and appropriate preventative measures are identified and implemented for all communal spaces.
- Ensuring the voices and safety of tenants, household members, visitors and employees are central in CGA's decision making.
- Make safety a key factor when deciding who CGA will work with, ensuring building safety is placed at the centre of selection decisions whilst maintaining quality and value for money.
- Setting out and communicating clear responsibilities within the organisation and with partners, ensuring everyone with a stake in CGA's buildings' design, construction, maintenance, and occupation understand their role and has the resources to achieve and maintain building safety.
- Being transparent in the interests of safety, share key information with tenants, communities, contractors, and statutory bodies in a useful and accessible manner during the design, construction, maintenance, and occupation of any CGA homes and buildings.

2.0 FIRE SAFETY

This policy details CGA's responsibilities for fire safety arrangements at all CGA homes, communal areas, and community buildings.

2.1 Fire Safety - Policy Commitments

2.2 In order to reduce both the likelihood of a fire starting, and to keep tenants as safe as possible in the event of a fire, CGA will ensure that adequate resources are provided to allow for the implementation of all required safety measures identified via a fire risk assessment or other means, in premises under CGA's control.

2.3 CGA will ensure:

- All homes are fitted with smoke detectors.
- Compliance with all applicable legislation and best practice at all times.
- Colleagues and contractors working in CGA homes have the correct level of training to carry out their work.
- Where required, fire risk assessments are carried out and reviewed.
- Additional procedures are in place at CGA's Extra Care and multi-occupation homeless schemes.
- All required safety measures are in place to prevent fire from starting and to keep tenants as safe as possible in the event of a fire.
- Fire safety improvements and modifications to all homes and communal areas are completed in a timely manner by a competent person(s).
- Emergency arrangements are in place should a fire occur.
- Regular fire safety inspections are conducted.
- No combustible cladding is used in the construction of new or renovated buildings regardless of the height of the building.
- Effective liaison with the Lancashire Fire & Rescue Service on all matters relating to fire safety.

2.4 **Fire Risk Assessments**

2.5 Fire risk assessments and inspections will be carried out at appropriate intervals at premises under CGA's control, where required by the Regulatory Reform (Fire Safety) Order (RRFSO).

2.6 The current review period for each building has been determined through consideration to:

- Building configuration.
- Building use/occupancy profile.
- Presence of vulnerable tenants.
- Building construction type and materials used.

2.7 Based on the factors above, the frequency of fire risk assessments at premises under CGA's control are as follows:

Building Type	Description	Frequency
Independent Living	Self-contained accommodation usually a flat or bungalow for over 55's which makes up part of a scheme with communal areas.	Annually
Supported Living	Typically, bungalows or houses where several tenants with a higher level of care needs live and where 24/7 care is provided by the Local Authority. For these schemes, the Local Authority is designated as the responsible person in addition to CGA.	Annually
General Needs	Residential blocks of flats	Every 3 Years
General Needs	Residential flats (non-communal)	Every 5 years

2.8 In addition to the timescales detailed above, CGA will also review the fire risk assessment in the following circumstances:

- A change of use of the building.
- A significant change to the building, including its structure that may have an impact on fire safety within the premises.
- A near miss or fire within the building, giving reason to suspect that the fire risk assessment is no longer valid.

2.9 Person centred risk assessments and personal evacuation plans for tenants living in Supported Living schemes will be the responsibility of the care provider to complete.

2.10 **Fire Safety Arrangements and Inspections**

2.11 **Independent Living Schemes**

2.12 Monthly visual inspections will be carried out at all Independent Living Schemes to check:

- Fire doors are in good condition and emergency exit doors open correctly.
- Presence and condition of fire extinguishers.
- Testing of fire safety systems such as fire alarms and emergency lighting.
- Items are not stored in communal areas and emergency exit routes are kept clear.

2.13 Individual risk assessments and support plans will be carried out at the start of each tenancy and will be reviewed annually, or earlier if there is a change in circumstances. Tenants will receive a regular visit in line with their support plan which will include fire safety checks.

2.14 Where additional aids or equipment are required to ensure the tenant's safety, these will be provided, installed, and maintained in line with the manufacturers' guidelines.

2.15 CGA will ensure every tenant has been informed of the fire evacuation procedure for their building.

2.16 CGA will advise all new tenants of the fire evacuation procedure at the time that they sign up for their tenancy, and information will be displayed in the communal area, which details what to do in the event of a fire.

2.17 Most blocks have a 'stay put' policy which means tenants are safe to remain in their home unless the property becomes affected by smoke or fire, the tenant feels unsafe and would prefer to leave, or if the Fire Service advise the building should be evacuated.

2.18 Where a fire risk assessment has identified that it is unsafe to have a 'stay put' policy, the poster will inform tenants to leave the building in the event of a fire.

2.19 In addition, CGA will provide information for each scheme for the use of fire fighters to aid the rescue of persons with limited mobility or capacity in the case of a fire.

2.20 **General Needs Residential Blocks of Flats**

2.21 CGA will display a poster in the communal area of each block of flats, which informs tenants what to do should a fire start in the building.

2.22 Most blocks have a 'stay put' policy which means tenants are safe to remain in their home unless the property becomes affected by smoke or fire, the tenant feels unsafe and would prefer to leave, or if the Fire Service advise the building should be evacuated.

2.23 Where a fire risk assessment has identified that it is unsafe to have a 'stay put' policy, the poster will inform tenants to leave the building in the event of a fire.

2.24 All new tenants will be provided with a copy of the 'Guide to Fire Safety in Your Home' leaflet at the start of their tenancy. In addition, annual fire safety information will be provided to tenants where applicable to include:

- Risks identified in the fire risk assessment and measures in place to keep tenants safe.
- Fire safety instructions.
- Information on the importance of fire doors.
- Evacuation procedures.

2.25 CGA will carry out inspections of all internal and external communal areas in blocks of flats monthly to check they are safe. Where fire safety systems such as emergency lights and smoke ventilation systems are installed, CGA will test these in accordance with their specific codes of practice.

2.26 In all blocks of flats where the top of the building is higher than 11m from the ground, CGA is legally required to inspect the entrance doors once a year and inspect all fire doors within the communal area once a quarter.

2.27 Tenants are not permitted to store their own possessions in communal areas within blocks of flats, and tenants will be asked to remove any items which may present a fire hazard or risk safe evacuation of the building in the event of a fire.

2.28 **General Needs Residential Flats (Non-Communal)**

2.29 CGA will carry out inspections to all flats which do not benefit from communal areas every five years in accordance with the Regulatory Reform (Fire Safety) Order (RRFSO) to ensure the safety of all CGA flats. In addition, fire safety information will be provided to tenants residing in CGA flats on an annual basis and will incorporate all necessary information contained within the fire risk assessment (FRA).

2.30 **Fire Compartmentation**

2.31 In order to ensure the safety of tenants and CGA premises, fire compartmentation checks will be carried out when:

- Homes, communal areas and community buildings are being refurbished or undergoing maintenance works.
- A property becomes empty and before it is re-let.
- CGA's Homecare Survey is carried out (every 5 years).

2.32 Compartmentation is important to delay smoke and fire spreading around the building during a fire.

2.33 CGA will ensure that the manufacturers of all fire doors installed at CGA premises from October 2019 are accredited by a third party.

2.34 Smoke and Heat Alarms

2.35 Smoke and/or heat detectors are installed in all CGA residential properties.

2.36 Testing of smoke and heat alarms within the home is the responsibility of tenants, however CGA will carry out an annual test as part of the gas and solid fuel servicing programme.

2.37 Missing or defective detectors will be repaired or replaced within 24 hours of being identified. If required, temporary detectors will be fitted until such time as permanent repairs/replacements can be installed.

2.38 CGA will demonstrate how to test smoke and carbon monoxide alarms to new tenants on the day the tenancy commences and ensure that they are working.

2.39 Access for Fire Safety Inspections, Servicing and Works

2.40 It is the responsibility of the tenant to provide access for CGA, its contractors and inspectors to carry out fire safety works and inspections. Where access has not been provided, CGA will follow its no access process as set out at section 12.

3.0 GAS AND SOLID FUEL SAFETY

This policy applies to homes, communal areas, and community buildings where there is a gas supply or a solid fuel appliance.

3.1 Gas and Solid Fuel Safety - Policy Commitments

3.2 In order to minimise the risks associated with gas appliances, fittings and flues, CGA will:

- Comply with all relevant legislation, in particular the Gas (Installations and Use) Regulations 1998 and the Health and Safety at Work Act 1974.
- Ensure that all relevant gas appliances, fittings and flues are adequately maintained.

- Ensure that appropriate records are maintained for all gas safety checks, and that a copy of the Landlords' Gas Safety Report is issued to the tenant.
- Ensure that all works and processes are in accordance with the approved Gas Procedures.
- Ensure that all gas installations, maintenance and repair work to gas appliances, fittings and flues, and gas safety checks, are conducted by competent Gas Safe registered engineers.

3.3 In order to minimise the risks associated with solid fuel appliances, CGA will:

- Ensure the solid fuel appliance is adequately maintained by a competent contractor.
- Ensure that appropriate records are maintained for all solid fuel safety checks, and that a copy of the Service Report is issued to the tenant.
- Ensure that all works and processes are in accordance with the approved Gas Procedures.

3.4 **Inspection/Servicing**

3.5 All gas appliances and associated fittings and flues will be inspected every 12 months and serviced where required in line with the manufacturer's instructions.

3.6 All solid fuel appliances will be serviced every 12 months in accordance with the manufacturer's instructions.

3.7 A manual check of all smoke, heat and carbon monoxide detectors will be carried out at the same time as the gas and solid fuel inspection/service.

3.8 Appointments will be made at least two weeks in advance of the first service appointment. Appointment slots will be offered in line with those detailed at Section 11. These can also be found in CGA's Repairing and Maintaining Your Home Policy.

3.9 CGA aim to carry out any repairs or replacements that are identified at the service on the same day. Where this is not possible, the tenant will be advised of the timescale for works to be completed.

3.10 Any missing or defective smoke, heat or carbon monoxide detectors identified at the time of the service will be repaired or replaced immediately. Where this is not possible, temporary detectors will be fitted until such time as permanent repairs/replacements can be installed.

3.11 The property will be left safe in all instances before the operative leaves the premises.

3.12 Upon completion of the service, a copy of the certificate will be sent by post to the tenant.

3.13 **Repairs**

3.14 Where a repair request is reported to CGA outside of the service and inspection programme, the repair will be carried out in line with CGA's Repairing and Maintaining Your Home Policy.

3.15 Where there is any suspicion that an appliance may be dangerous, CGA will disconnect it to ensure it is not used until the defects have been remedied. Arrangements will be made for temporary heating where needed.

3.16 In the event that a tenant or third party reports the smell of gas or fumes, they will be advised to:

- Turn off the gas at the mains.
- Open windows to disperse fumes.

- Not smoke/use e-cigs.
- Not switch on/off any electrical lights or sockets.
- Not use any electrical appliances.
- Phone Cadent on Tel. 0800 111 999.

3.17 **Tenants own Appliance(s)**

3.18 CGA will not usually grant permission for the installation of any gas or solid fuel heating appliance by the tenant, however, will take into account individual circumstances when considering any request made. CGA's Repairing and Maintaining Your Home Policy sets out CGA's approach in relation to managing requests for changes and improvements by its tenants.

3.19 Where permission is granted the tenant must agree to the conditions of the permissions, which will include having the appliance(s) installed as per manufacturers' instructions and by a suitably qualified person at no cost to CGA.

3.20 The tenant must agree to produce when requested, a gas safe installation certificate, or equivalent, relevant to the appliance(s).

3.21 The tenant must agree that should they vacate the property the appliance will remain in the home, or the original appliance will be reinstated by a suitably qualified person at no cost to CGA.

3.22 Following installation the appliance will be inspected by CGA and if found to be faulty or not properly installed, the tenant will be required to pay all costs associated with correcting this situation.

3.23 CGA will agree to carry out an annual gas safety inspection on the appliance at no cost to the tenant.

3.24 **Appliances in Rooms Used for Sleeping**

3.25 CGA will comply with gas legislation relating to appliances installed in rooms that are used for sleeping.

3.26 Where it is identified that a household member is using a room which contains a gas fitting that would go against this regulation, CGA will immediately disconnect the appliance and provide temporary heating to the tenant.

3.27 Once made safe, an inspection and risk assessment will be carried out. CGA will inform the tenant of the findings and agree a solution with the tenant which could include moving them to a more suitable property.

3.28 **New Properties and Changes of Tenancy**

3.29 CGA will carry out gas safety checks at the start of each new tenancy, before a mutual exchange or tenancy succession takes place, regardless of when the previous inspection was conducted.

3.30 Copies of the new certificate will be provided to the new tenant.

3.31 At the start of each tenancy, CGA will demonstrate the operation of the carbon monoxide alarm and show the tenant how to turn off the gas.

4.0 ELECTRICAL SAFETY

This Policy applies to all CGA homes, communal areas and community buildings with electrical installations and covers the installation, maintenance,

inspection and repair/replacement of all electrical wiring systems, and portable appliance testing.

4.1 Electrical Safety – Policy Commitments

4.2 To minimise the risks associated with electricity and ensure the safety of tenants, household members, and any visitors to CGA homes, communal areas and community buildings, CGA will:

- Ensure that all relevant electrical installations and the use of electrical equipment in CGA homes and communal buildings are maintained in a safe condition, are compliant with current legislation and good practice.
- Ensure that all electrical installations and portable appliances provided by CGA as part of the tenancy and/or used in communal buildings are maintained, providing safe homes and facilities for tenants use.
- Ensure all electrical installations, inspections, maintenance and repair work to electrical installations, fittings, fixtures, and appliances, are conducted by competent electrical engineers.
- Ensure appropriate management arrangements and records are maintained to ensure CGA are, and remain, fully compliant with the requirements of all relevant legislation, in particular the Electricity at Work Regulations 1989, the Health and Safety at Work Act 1974.

4.3 Electrical Inspection

4.4 CGA will carry out Electrical Installation Condition Reports (EICRs) in each home, communal area and community building every 5 years.

4.5 As part of the service, a manual check of all smoke, heat and carbon monoxide detectors will be carried out. This is in addition to the annual checks that are carried out at the time of the gas and solid fuel service.

4.6 CGA will carry out portable appliance testing, where required, on any appliances installed or approved by CGA in communal areas, community buildings, or supplied within the home as part of the tenancy. Portable appliance testing will be carried out every 12 months by a competent electrical engineer.

4.7 Where access is required to a tenant's home to enable the testing to be carried out, an appointment will be made with the tenant at least two weeks in advance of the first service appointment. Appointment slots will be offered in line with those detailed at Section 11. These can also be found in CGA's Repairing and Maintaining Your Home Policy.

4.8 CGA aim to carry out any repairs or replacements that are identified at the inspection on the same day. Where this is not possible, the tenant will be advised of the timescale for works to be completed. CGA have a legal duty to complete the required work within 28 days of the inspection.

4.9 Where faults are found relating to unauthorised work carried out by the tenant, the tenant will be responsible for correcting the defect by using a competent electrician within 21 days. CGA may agree to carry out the work and recharge the tenant. CGA will take into account the tenant's individual circumstances when deciding on the best course of action.

4.10 The property will be left safe in all instances before the operative leaves the premises. Where further works are required to either make the property safe or resolve the issue CGA will provide a copy of the minor works certificate to the tenant.

4.11 Upon completion of the service a copy of the satisfactory EICR certificate will be forwarded to the tenant by post or email.

4.12 **Repairs**

4.13 Where a repair request is made to CGA outside of the service and inspection programme, the repair will be carried out in line with CGA's Repairing and Maintaining Your Home Policy.

4.14 Where there is any suspicion that an electrical installation, fixture or portable appliance is dangerous, and it is not possible to resolve the fault at the time of the visit, CGA will disconnect or remove the item to ensure it cannot be used until it can be repaired or replaced.

4.15 **Tenant's Own Appliance(s) and Electrical Fittings**

4.16 CGA will consider tenant's request for fitting their own appliances, fittings, fixtures or altering circuits in line with our Repairing and Maintaining Your Home Policy.

4.17 CGA will not grant permission for any additional electrical installations such as new circuits to a shed or outbuilding.

4.18 Where permission is granted the tenant must agree to the conditions of the permissions, which will include having the appliance(s) and or fixture(s) installed as per manufacturers' instructions and by a suitably qualified person at no cost to CGA.

4.19 The tenant must agree to produce when requested, appropriate electrical certification.

4.20 The tenant must agree that should they vacate the property the appliance(s) and or fixture(s) will remain in the home, or the original appliance will be reinstated by a suitably qualified person at no cost to CGA.

4.21 Following installation the appliance and or fixture(s) will be inspected by CGA and if found to be faulty or not properly installed, the tenant will be required to pay all costs associated with correcting this situation.

4.22 CGA will not be responsible for carrying out portable appliance testing to any appliance belonging to the tenant.

4.23 **New Properties and Changes of Tenancy**

4.24 CGA will carry out a full EICR at the start of each new tenancy, before a mutual exchange or tenancy succession takes place, regardless of when the previous inspection was conducted.

4.25 Any repairs identified at the time of the inspection will be completed before the new tenant moves in, or the tenancy is succeeded.

4.26 Copies of the new certificate will be provided to the new tenants.

5.0 ASBESTOS SAFETY

This policy applies to all CGA homes, communal areas and community buildings with asbestos containing materials (ACMs), and sets out CGA's approach to the management, removal and monitoring arrangement associated with ACMs.

5.1 **Asbestos Management - Policy Commitments**

5.2 Asbestos is a naturally occurring mineral fibre which was widely added to building products in the UK between 1950 - 1980 before its use slowed and was eventually banned in 1999.

5.3 ACMs in good condition pose very little risk to health unless they are in a position where they can easily be disturbed. When asbestos is in poor condition or damaged it can release fibres which, when inhaled, have been linked to a range of respiratory diseases.

5.4 In order to minimise the risk to the health of CGA tenants, household members and any visitors to CGA homes, communal spaces and community buildings including employees and contractors, CGA will:

- Adhere to all relevant legislation and best practice in relation to ACMs.
- Carry out surveys to identify ACMs, and where found take the appropriate safety measures (either through removal, sealing, treatment, or on-going management).
- Maintain an Asbestos Register to detail all identified ACM's present in homes that CGA own or manage.
- Ensure everyone working in a CGA home is aware of the location of ACMs to ensure they are not disturbed during any work process.
- Make provision to cover the costs of the remediation, management, or removal of ACMs in CGA buildings.

5.5 Tenants will be provided with information about the location of ACMs in their homes on commencement of tenancy or following an asbestos survey. In addition, information relating to asbestos can be found on CGA's website www.communitygateway.co.uk and articles in relation to asbestos will feature periodically in the Gateway News.

5.6 **Surveys**

CGA will carry out a range of surveys in relation to Asbestos:

5.7 **Management Surveys**

Management Surveys are carried out to identify the presence and extent of any suspected ACMs in the property, which could be damaged or disturbed

during everyday living (including foreseeable maintenance), and to assess its condition.

5.8 CGA will carry out management surveys on 100% of properties that were built before the year 2000. Surveys will often involve minor work and some disturbance.

5.9 Where CGA purchases a property that was built before 2000, CGA will assess any existing asbestos survey information, and if required, will carry out a management survey soon after purchase or before any works are carried out at the property if it is empty at the time of transfer to CGA.

5.10 The survey will usually involve taking a sample and testing it for the presence, or absence of asbestos. All samples will be analysed by an accredited laboratory to determine whether any ACMs are present within the sample. CGA will only permit ACM's to be presumed where:

- A sample of an identical material has been obtained elsewhere in the property.
- ACM's may be present however it is unsafe to take a sample.
- ACM's may be present however the area is inaccessible.

5.11 **Refurbishment & Demolition Surveys**

This type of survey is carried out prior to any intrusive and improvement works being undertaken within the property, with the aim of identify all suspected ACMs, and can cause disturbance to all parts of the buildings' structure. Safety measures to prevent the spread of any ACMs during the survey and whilst sampling will be put in place by the surveyor.

5.12 These surveys may be carried out as part of improvement, void and redevelopment work.

5.13 CGA will carry out refurbishment and demolition surveys on any properties built before the year 2000 before any intrusive work takes place. This may be after a property has become empty, the works are required following the purchase of the home, or for CGA's planned improvement and redevelopment works, such as:

- Kitchen replacement.
- Bathroom replacement.
- Roof and roof line replacement.
- Demolition.
- Electrical rewire.
- Central heating replacement.
- Internal remodelling.
- Window / door replacement.

5.14 CGA will ensure that the surveyed area is fit for reoccupation before the tenant moves back in.

5.15 **Asbestos Re-Inspection Surveys**

5.16 CGA will carry out a re-inspection every 5 years where ACMs have either been identified, or it has been presumed that ACMs are present, and where it has been agreed to leave the ACMs/suspected ACMs in place and manage its condition. ACM's posing a very low risk will be re-inspected after 10 years.

5.17 Any ACM's identified as having a change in condition from the original management survey will be investigated and where required CGA will arrange for appropriate work to be carried out.

5.18 All re-inspections will be carried out by a competent person(s).

5.19 **Asbestos Removal and Remediation Works**

5.20 Where it has been determined following a routine management survey, refurbishment survey, or re-inspection that removal or sealing of any ACM is required, CGA aims to complete works within 20 working days. In some circumstances where ACMs are likely to be disturbed, CGA have a duty to give notice to the Health & Safety Executive (HSE), and this can extend the timescale for completing the work. CGA will advise the tenant of the likely timescales in these circumstances.

5.21 Removal of the ACM will be carried out by CGA's nominated licensed asbestos removal contractor.

5.22 Where the removal is in a tenant's home, CGA will arrange the appointment on behalf of the nominated licensed asbestos removal contractor and retain responsibility for arranging the appointment and all correspondence between the contractor and the tenant.

5.23 Where removal or remediation work is identified as a result of a refurbishment and demolition survey, the work will be completed before the refurbishment or demolition works are authorised. If ACMs which are deemed to pose an immediate risk to health is discovered, the removal or remediation work will be ordered immediately.

6.0 DAMP, MOULD AND CONDENSATION

6.1 CGA recognises the risks that damp and mould can present to its tenants, particularly the most vulnerable. CGA have a zero-tolerance approach to damp and mould and aim to pro-actively review its homes to identify properties at risk of potential damp and mould as well as responding quickly and efficiently to reports of damp and mould.

6.2 To assist CGA to minimise the risks associated with damp, mould and condensation, a separate overarching **Damp, Mould and Condensation Policy** has been developed.

6.3 **Damp, Mould and Condensation – Policy Commitments**

CGA's Damp, Mould and Condensation Policy sets out its commitments to:

- Providing and maintaining a dry, warm, and safe home for its tenants, free from any hazards including damp, mould or disrepair.
- Complying with all legislative, regulatory and contractual obligations (including tenancy and lease agreements).
- Ensuring the fabric of its homes are protected from deterioration and damage resulting from damp.
- Treating tenants reporting damp and mould with empathy and respect, with no pre-judgement made in relation to the cause of the issue.
- Taking responsibility for diagnosing and resolving damp and mould in a timely and effective way where they result from issues that require repair.
- Supporting tenants and working together to resolve damp and mould where they result from the use of the home, and provide tenants with appropriate, clear, sensitive, practical, and accessible advice.
- Communicating with tenants clearly and regularly regarding any actions CGA plan to take and any actions tenants are advised to take.
- Providing employees with the skills to identify and differentiate between signs of damp and condensation and understand the causes and remedies so that they can advise tenants, diagnose problems, and provide solutions.
- Ensuring consideration is given to tenant's individual circumstances and make reasonable adjustments for people who have a disability, taking into account the provisions of the Equality Act 2010.

6.4 Full details of the actions that CGA will take to minimise the risks are set out in CGA's **Damp, Mould and Condensation Policy** which is available on CGA's website www.communitygateway.co.uk or can be provided upon request.

7.0 CONTROL OF LEGIONELLA

This policy applies to all CGA homes and community buildings where there is the potential for legionella bacteria to present a risk to the health of tenants, household members, and any visitors to CGA homes or communal schemes.

7.1 Control of Legionella - Policy Commitments

7.2 Legionella can cause Legionnaires' disease which is a potentially fatal form of pneumonia. Other similar but usually less serious conditions include Pontiac Fever and Lochgoilhead Fever.

7.3 Infection is caused by breathing in small droplets of water contaminated by the bacteria and cannot be passed from one person to another. Although everyone is potentially susceptible to infection some people are more at risk including those over 45 years of age, smokers, heavy drinkers, those suffering from chronic respiratory or kidney disease, and people whose immune system is impaired.

7.4 In order to minimise the risks associated with legionella bacteria in hot and cold water systems, CGA will ensure that:

- Risk assessments are carried out and recorded in properties identified as higher risk due to the complexity of the water system, i.e. shared hot water.
- Risk assessment reviews are carried out every 2 years, or sooner if a shorter review is identified on the risk assessment.

- The risk assessment is carried out by a competent person on non-domestic water systems in communal areas, where there is a potential for colonisation by legionella bacteria.
- Any actions arising from a risk assessment will be completed within 3 months.
- Management arrangements are, where appropriate, implemented and maintained to minimise any such risks.
- An assessment of the potential risks arising from legionella bacteria across CGA's housing stock, and in particular any types of properties that may be at increased risk, is regularly reviewed.
- A Responsible Person is appointed to take day-to-day responsibility for controlling any identified risk from legionella bacteria and ensure that all operational procedures are carried out effectively and in a timely manner.
- Relevant information on reducing the risks associated with legionella bacteria is provided to tenants via the Gateway News.
- Preference is given to the removal of water tanks, where investment programmes are carried out, which will be replaced with combination boilers.

7.5 CGA will provide advice to tenants who have informed they are likely to be absent from their home for a period of more than 2 weeks to minimise the risk of legionella.

7.6 CGA will not usually permit collection and storage of water in any external communal areas maintained by CGA.

7.7 Where it is agreed that another person or organisation will take responsibility for the maintenance of a CGA garden or other external area, CGA will consider requests to install water collection and storage facilities. If permission is granted, CGA will provide advice on safe collection, storage, and use of rainwater.

8.0 LIFT SAFETY

This policy applies to all passenger lifts installed in CGA's housing schemes and all stairlifts installed in tenants' homes.

8.1 Lift Safety - Policy Commitments

8.2 To ensure that CGA minimise the risks associated with the use of passenger lifts and stairlifts, it will ensure that all lifts are suitable for their intended use, are safe to use and are maintained in a safe condition.

8.3 Inspection/Servicing

8.4 CGA will maintain all stairlifts and passenger lifts it installs, and those fitted by an approved third party annually.

8.5 CGA's insurance company will also carry out annual inspections on all stairlifts, and 6 monthly inspections on passenger lifts installed in communal areas to ensure they are in safe working order.

8.6 Appointments will be made at least two weeks in advance of the first service appointment. Appointment slots will be offered in line with those detailed at Section 11. These can also be found in CGA's Repairing and Maintaining Your Home Policy.

8.7 CGA aim to carry out any repairs or replacements that are identified at the service on the same day. Where this is not possible, the tenant will be advised of the timescale for works to be completed.

8.8 The property will be left safe in all instances before the operative leaves the premises.

8.9 **Repairs**

8.10 Where a repairs request is made to CGA outside of the service and inspection programme, the repairs will be carried out in line with CGA's Repairing and Maintaining Your Home Policy.

8.11 Where there is any suspicion that the lift is dangerous, and it is not possible to resolve the fault at the time of the visit, CGA will disconnect it to ensure it cannot be used until it is safe to do so. In these cases, CGA will consider the tenant's individual circumstances and make appropriate arrangements.

9.0 EXTERNAL STAIRCASE AND BALCONY SAFETY

This policy applies to all CGA homes and communal spaces where there is an external staircase and/or balcony accessed or used by tenants, household members, or any other visitors to the property.

9.1 **External Staircase and Balcony Safety – Policy Commitments**

9.2 In order to minimise the risks associated with the use of external staircases and balconies CGA will ensure that all external staircases and balconies are safe and subject to regular inspection and repair.

9.3 **Inspections**

9.4 CGA will carry out a visual inspection of all external staircases and balconies every 12 months. These inspections will be non-intrusive and additional inspections will take place at any time if issues are identified or reported.

9.5 CGA will arrange for additional inspections every 5 years by a Chartered Engineer to confirm compliance with building regulations in place at that time.

9.6 **Repairs**

9.7 Where repairs are identified either through an annual inspection or ad-hoc inspection following a reported concern, the works will be assessed for urgency.

9.8 Works that are assessed as urgent, immediate or need early replacement of part of the whole balustrade, walkway or staircase will be completed within 20 working days or sooner if required and practical. Where more significant works are of an urgent nature appropriate cordoning will take place and affected tenants notified.

9.9 Works that are nonurgent will be completed as part of or programme of works within 12 months.

10.0 TREES

This policy applies to all trees on land owned by CGA.

10.1 **Trees – Policy Commitments**

10.2 In order to minimise the risk to people or property as a result of trees on CGA land, CGA will:

- Maintain a database of all trees and their condition that are in tenants' gardens, on communal land and open spaces owned by CGA.
- Carry out regular inspections to identify any health and safety risks.
- Carry out necessary works identified at any time to eliminate risk to people and property, and ensure such works conform to all relevant standards and legislation.

10.3 **Surveys**

10.4 CGA will carry out regular inspections and surveys of all trees on land owned by CGA.

10.5 In addition, CGA will employ an independent, suitable qualified arborist to carry out a survey and inspection of all trees every 5 years, using a risk-based approach utilising existing information held.

10.6 The survey results will be used to inform future works, with trees within communal areas and open spaces taking priority when scheduling works.

10.7 Should the survey indicate a health and safety risk; necessary works will be carried out within 4 weeks or sooner dependant upon the level of risk identified.

10.8 Where minor risks are identified, more regular surveys/inspections will be conducted to monitor for any change and the work will be included on a future programme of works.

10.9 **Works to be Carried Out**

10.10 CGA will carry out tree work where the tree is damaged or presents a health and safety risk for the following reasons:

- Dead, dying and dangerous.
- Dangerous branches.
- Trees causing damage, or likely to cause damage to the property.
- Branches which are obstructing street lighting or obscuring signage.
- Breaking Highway Regulations.

10.11 CGA will not usually carry out any work to trees for aesthetic reasons or because the tree:

- Interferes with light to homes or gardens.
- Is affecting reception to TV, broadband or mobile phones.
- Is obstructing a view.
- Is obstructing a utility cable (responsibility of utility provider).
- Is overhanging into a neighbouring property.

10.12 Any requests for work to be carried out for the reasons provided above (section 10.11) will be considered on a case-by-case basis.

10.13 CGA will ensure that Tree Preservation Order checks are carried out prior to undertaking any work.

10.14 CGA will ensure that all works are carried out by appropriate qualified and competent personnel.

11.0 Appointments

11.1 CGA are committed to offer a range of appointment times to include morning or afternoon slots and take into account the school run:

Morning	8am – 12noon
Afternoon	12noon – 6pm
School Run	9.30am – 2.30pm
All Day	8am – 6pm
Saturday	8am – 6pm

11.2 For tenants who are unavailable within these appointment times due to work or caring commitments, CGA will endeavour to accommodate their needs with a suitable alternative appointment time.

11.3 CGA will consider the type of work being carried out when booking in an appointment and this may impact on the availability of some slots. For example, a full range of appointment times will be available for electrical

inspections throughout spring and summer months, however due to lack of light in the evening through Autumn and Winter months, and the impact this has on safety, CGA will not offer appointments after 4pm.

11.4 CGA will confirm the appointment time with the tenant either by letter, text, or email, taking into account the tenants' communication preference.

11.5 Where the appointment relates to a gas service or electrical inspection, CGA will confirm in writing.

11.6 It is the responsibility of the tenant to provide access at the agreed appointment time for CGA, its contractors or inspectors to carry out repairs and surveys which have been booked.

11.7 CGA will send the tenant reminder texts 2 days prior to the appointment, and on the day of the repair or inspection when the operative or inspector is on their way to the property.

11.8 All CGA colleagues and its contractors will show identification when visiting tenants' homes.

12.0 No Access

12.1 Where the operative, contractor or inspector is unable to gain access to the property attempts will be made to contact the tenant. If contact cannot be made a 'no access card' will be left at the property asking the tenant to contact CGA.

12.2 Should the tenant not make contact within 24 hours to re-book the appointment, CGA will assess the required repair/inspection to establish the most appropriate action.

12.3 For works that do not cause any potential risk of disrepair, structural damage or pose a health and safety risk if left incomplete, and where the tenant fails to contact CGA within 24 hours, the repair/inspection will be cancelled. The tenant will then be required to contact CGA for the repair/inspection to be re-raised.

12.4 For repairs, inspections and servicing that **may** cause a potential risk of disrepair, structural damage or a health and safety risk if not completed, CGA will make further attempts to gain access to the property either by rearranging a new appointment, or cold calling at the property.

12.5 Where CGA have been unable to access the property, and where there is a risk to the tenant or property if the repair, inspection, or service is not carried out, CGA may instigate the process of legal action to gain entry to allow for works/inspection to be carried out.

12.6 In an emergency, where there is a health and safety issue or there is likely to be considerable damage to the property, we may gain access to a tenant's home in line with our Property No Access Procedure.

13.0 TRAINING AND COMPETENCY

13.1 CGA is committed to ensuring that all employees and contractors employed to manage and implement safety works on homes, communal spaces and community buildings are suitably qualified in accordance with relevant legislation and codes of practice.

13.2 To do this CGA will:

13.3 **Fire Safety**

- Ensure all work on the installation, testing and maintenance of fire safety installations and equipment is carried out by sufficiently competent persons(s).
- Ensure all CGA employees and managers involved in the delivery of this policy and associated procedures are suitably qualified and regularly receive the required and appropriate training to:
    - Ensure fire risk assessments at all required premises are carried out by suitably competent person(s)
    - Provide training to those responsible for implement fire safety arrangements including:
        - Fire safety checks such as alarm tests, emergency lighting tests and automatic opening vent checks
        - Fire door installation, maintenance, and repair
        - Fire door inspections
        - Fire extinguisher training
        - Managing construction and maintenance work in relation to fire.
- Ensure where external contractors are engaged to test and maintain fire safety systems and equipment, that the contractor holds the appropriate accreditation and/or certification required to complete the work.
- Ensure that any refurbishment or maintenance work to CGA homes and communal properties is carried out by competent operatives and contractors who have the necessary skills, knowledge, training, and experience to install fire protection correctly.
- Employ only contractors working on any fire protection who are accredited/certified by a third party and/or are a member of a recognised competency scheme.

13.4 **Gas Safety**

- Require all employees and contractors who are engaged to carry out any works in relation to gas to have the appropriate ACS qualifications and Gas Safe Registration.

13.5 **Electrical Safety**

- Require all employees and contractors carrying out electric work to be qualified electricians and a registered approved contractor with the NICEIC or equivalent.

13.6 **Asbestos Management**

- Ensure all Asbestos Surveys are carried out by a competent person(s).
- Ensure all consultants carrying out asbestos surveys are UKAS accredited.
- Ensure all contractors carrying out removal or remedial works are licenced contractors with the HSE.
- Ensure all employees and contractors carrying out intrusive maintenance work in properties constructed before 2000 receive asbestos awareness training annually.

13.7 **Control of Legionella**

- Ensure employees with responsibility for carrying out any activity in relation to managing the risks associated with legionella are provided with an appropriate level of information, instruction, and training.
- Ensue contractors carrying out water hygiene work on behalf of CGA are members of appropriate accredited body.

13.8 **Lift Safety**

- Ensure contractors carrying out lift servicing and lift inspections (LOLER) on behalf of CGA are members of appropriate accredited body.

13.9 **External Staircases and Balcony Safety**

- Ensure employees with responsibility for carrying out any activity in relation to managing and carrying out inspections associated with external staircases and balconies are provided with an appropriate level of information, instruction, and training.
- Ensure contractors carrying out inspections on external staircases and balconies on behalf of CGA are members of appropriate accredited body.

13.10 **Tree Safety**

- Ensure employees with responsibility for carrying out any activity in relation to tree works are provided with an appropriate level of information, instruction, and training.
- Ensure contractors carrying out inspections and tree works on behalf of CGA are members of appropriate accredited body.

14.0 RESPONSIBILITIES

14.1 The CGA Board will be responsible for the provision of adequate resources to enable full implementation of the Keeping Your Home Safe Policy and associated procedures.

14.2 The Chief Executive Officer has ultimate responsibility for health and safety in CGA homes.

14.3 The Head of Asset Management will, in conjunction with the Responsible Person(s), be responsible for the oversight and delivery of this policy, including but not limited to:

- Ensuring valid risk assessments are in place in relation to fire, gas, electrical installations (including smoke alarms), asbestos, legionella, lifts, external staircases and balconies in general needs properties, communal areas and community buildings (where applicable) and for

trees on land owned by CGA, and any risks identified are addressed as per this policy and associated procedures.

- Ensuring any remedial works arising from risk assessments or periodic checks and monitoring activities, are identified, and addressed promptly.
- Ensuring all employees and contractors engaged to carry out works in delivery of this policy are suitably competent, qualified, and accredited where required.
- Ensuring plans are in place in the event of an emergency situation, such as an outbreak of legionnaires disease or a significant fire.

14.4 In conjunction with the Head of Asset Management, the following Person(s) are responsible for each area of this Policy as follows:

- **Fire** – Asset Managers.
- **Gas** – Gas Manager.
- **Electrical** – Electrical Manager.
- **Legionella** – Gas Manager.
- **Asbestos** –Asset Programme Manager.
- **Lifts** - Electrical Manager.
- **External Staircases and Balconies** – Asset Programme Manager.
- **Trees** – External Services Manager.

14.5 The Health, Safety and Environment Manager will be responsible for:

- Providing advice and guidance to duty holders.
- Ensuring the ongoing effectiveness of this policy through team plan checks and periodic audit and advising on actions to be taken.
- Assisting the Head of Asset Management in the evaluation of all contractors engaged to conduct work in relation to this policy.

14.6 The Asset Programme Manager will be responsible for:

- Operational management for delivery of CGA's asbestos surveys and reinspection programme; updating the asbestos register on

management systems; resultant removal and remediation work; and managing contractors associated with the delivery of CGA's asbestos management plan.

- Operational management for the scheduling and delivery of CGA's Fire risk assessment programme; updating the fire action tracker and the completion of their associated actions.
- Operational management for the delivery of domestic lifts and stairlift servicing and inspection schedules.

14.7 The Information & Assurance Manager will be responsible for:

- Ensuring information and records used and collated in the delivery of this policy are accurate and up to date.
- Providing management information to service managers for monitoring compliance against key performance indicators in each of the areas.

14.8 Day to day implementation of the requirements of this Policy is the responsibility of the Heads of Service who are responsible for the delivery of this policy within their areas of responsibility.

15.0 COMPLAINTS

15.1 As your landlord we are legally and morally obliged to repair and maintain tenants' homes so that they meet all the required standards which are our responsibility. CGA do this by implementing this, and other associated policies including, but not limited to, our Repairing and Maintaining Your Home Policy and our Improving Your Home and Neighbourhood Policy.

15.2 CGA recognise that sometimes our standards fall below those we, and are tenants expect and when this happens CGA welcomes complaints as an opportunity to continually improve our service.

15.3 CGA welcomes complaints as an opportunity to continually improve our services.

15.4 If a tenant wishes to make a complaint about any of the services covered within this policy, they are encouraged do so by using CGA's complaints process. Complaints can be made via telephone on 0800 953 0213 (option 6), via email at complaints@communitygateway.co.uk, in writing or in person to our Head Office or by completing the online form on our website.

15.5 A copy of our Complaints Policy can be found on our website or can be provided upon request.

16.0 Data Protection

16.1 The tenancy provides the legal basis for processing of information aligned to this policy. The retention of information will be the length of the tenancy plus six years.

17.0 Monitoring and Review

17.1 This Policy will be reviewed on a regular basis, with a full review taking place every 2 years, to ensure accuracy and that CGA complies with relevant legislation.

17.2 Internal oversight will be delivered through the monitoring of our operational key performance indicators, and routine internal audits will take place as part of our internal controls.

END

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