



Housing Services No Access Policy

Introduction

This policy sets out High Peak Borough Councils (HPBC) Housing Services approach to ensuring effective and legal access to properties when it is necessary to undertake safety related works to meet its emergency, statutory and regulatory requirements.

This policy applies where we need immediate or emergency access or access to carry out works (for example, pest control work) to a HPBC property, but the tenant, leaseholder or other occupier denies us access.

The policy sets out the approach to gaining access for essential works, particularly those relating to the health and safety of tenants, leaseholders, and other members of the public. As part of this, it also aims to prevent damage to buildings while ensuring a lawful and proportionate response when reasonable access requests are denied or ignored.

Policy Statement

High Peak Borough Council (HPBC) is committed to providing safe, secure and well-maintained homes and to meeting its statutory, regulatory and contractual responsibilities as a social landlord. Where access to a property is required to carry out inspections, servicing, surveys, emergency repairs, safety checks or essential works, HPBC will take all reasonable steps to arrange access with the tenant, leaseholder or occupier at a suitable time and in a way that is clear, respectful and proportionate.

HPBC recognises that Tenants have a right to privacy and quiet enjoyment of their home. This policy therefore balances that right with the Council's responsibility to protect the health, safety and wellbeing of tenants, neighbouring households, staff, contractors and the wider public, and to prevent avoidable damage to Council-owned homes and buildings.

Access will normally be sought by appointment and tenants will be provided with clear information about why access is needed, what work or inspection will be carried out, who will attend, and the possible consequences if access is not provided. HPBC will make reasonable adjustments where tenants are known to be vulnerable, have communication needs, or require support to enable access.

Where access is refused, repeatedly missed, or ignored, HPBC will follow a staged escalation process. This may include further contact attempts, written warnings, liaison with support agencies where appropriate, management review, and legal action where this is necessary and

proportionate. Legal action may include seeking an injunction, warrant or other court order to obtain access, depending on the circumstances and the relevant statutory powers available.

In an emergency, or where there is an immediate and significant risk to life, health, safety, property or neighbouring homes, HPBC may take urgent action to gain access without delay, in accordance with the law and the terms of the tenancy agreement. Forced entry will only be used where it is lawful, necessary and proportionate, and where less intrusive options are not suitable in the circumstances.

All no access cases will be recorded accurately, including contact attempts, appointments offered, reasons given for refusal or non-attendance, vulnerability considerations, decisions made and actions taken. HPBC will monitor no access cases to support compliance, improve service delivery, identify recurring issues and ensure tenants are treated fairly and consistently.

Principles

HPBC's approach to no access will be guided by the following principles:

- **Safety first:** HPBC will prioritise the health, safety and wellbeing of tenants, neighbouring households, staff, contractors and the wider public.
- **Legal and regulatory compliance:** HPBC will take appropriate action to meet its statutory, regulatory and contractual responsibilities, including duties relating to property condition, repairs, servicing, inspections and health and safety.
- **Reasonable and proportionate action:** HPBC will seek access by agreement wherever possible and will only escalate action where it is necessary, justified and proportionate to the risk or circumstances.
- **Clear communication:** Tenants will be given clear information about why access is needed, what will happen during the visit, who will attend, and what may happen if access is not provided.
- **Respect for tenants:** HPBC will respect tenants' rights to privacy, dignity and quiet enjoyment of their home while ensuring essential access is obtained when required.
- **Support and reasonable adjustments:** HPBC will consider individual circumstances, vulnerabilities, communication needs and any barriers that may prevent access, and will make reasonable adjustments where appropriate.
- **Partnership working:** Where appropriate, HPBC will work with internal teams, contractors, support agencies, advocates and other relevant partners to help resolve access issues.
- **Consistent escalation:** No access cases will be managed through a clear and consistent escalation process, including reminders, warnings, management review and legal action where required.
- **Emergency response:** Where there is an immediate risk to life, health, safety or property, HPBC may take urgent action to gain access in accordance with the law and the terms of the tenancy or occupancy agreement.
- **Accurate records and accountability:** HPBC will keep clear records of access attempts, resident contact, decisions, vulnerabilities considered and actions taken to support transparency, audit and continuous improvement.

Legal Framework

HPBC's approach to gaining access to properties is underpinned by a range of statutory powers, common law rights, and contractual obligations within the tenancy agreement. The Council will ensure that any action taken to gain access is lawful, necessary and proportionate, and that appropriate legal advice is obtained where required.

Relevant legislation and legal principles include, but are not limited to:

- **Housing Act 1985 and Housing Act 1988:**
These Acts set out the legal framework for secure and assured tenancies, including provisions relating to a landlord's right of access for inspections, repairs and maintenance where reasonable notice has been given, except in emergencies.
- **Landlord and Tenant Act 1985 (Section 11):**
Places a statutory duty on the Council to keep in repair the structure and exterior of the property and certain installations. This implies a corresponding right of access, at reasonable times and with at least 24 hours' written notice, to inspect and carry out repairs.
- **Environmental Protection Act 1990:**
Provides powers to address statutory nuisances and public health risks, which may require access to a property for inspection or enforcement action.
- **Housing Act 2004:**
Introduces the Housing Health and Safety Rating System (HHSRS), giving local authorities powers to assess and act on hazards in residential properties. Access may be required to identify and mitigate Category 1 or Category 2 hazards.
- **Gas Safety (Installation and Use) Regulations 1998:**
Requires landlords to carry out annual gas safety checks. Where access is refused, landlords must demonstrate that they have taken all reasonable steps to comply with their duties.
- **Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 (as good practice standard):**
While directly applicable to private landlords, these standards inform best practice in ensuring electrical safety inspections are undertaken.
- **Health and Safety at Work etc. Act 1974:**
Places duties on the Council to ensure, so far as reasonably practicable, the health and safety of employees, contractors and others who may be affected by its activities, which may necessitate access to properties.
- **Equality Act 2010:**
Requires the Council to consider equality duties and make reasonable adjustments for disabled tenants and those with protected characteristics when seeking access.
- **Protection from Eviction Act 1977:**
Makes it an offence to unlawfully deprive a residential occupier of their occupation or to harass them. Any forced entry must therefore be lawful and justified.
- **Tenancy agreement:**
Clauses within agreements set out the resident's obligation to allow access for

inspections, repairs and safety checks, and the Council's right to enter in defined circumstances.

- **Court powers and legal remedies:**

Where access cannot be gained by agreement, the Council may apply to the court for appropriate legal remedies, including:

- injunctions to require access;
- warrants of entry;
- possession proceedings in serious or persistent cases of refusal where this places others at risk.

HPBC will ensure that any enforcement action or application to the court is supported by clear evidence of attempts to gain access, consideration of vulnerability and reasonable adjustments, and an assessment of proportionality in line with its public law duties.

Reasons for Planned Access

HPBC may require planned access to a property where it is necessary to carry out tenancy visits, inspect, service, repair, improve or manage the home, communal areas, gardens, outbuildings or any associated building services. Planned access will normally be arranged in advance and tenants will be given clear information about the purpose of the visit, who will attend and what work or inspection is expected to take place.

Reasons for planned access may include, but are not limited to:

- **Tenancy, estate or housing management visits:** where access is required to carry out legitimate housing management functions connected to the condition, occupation, use or management of the property.
- **Pre-void, mutual exchange or re-let inspections:** to assess the property condition, identify works required and support effective management of HPBC housing stock.
- **Health, safety and welfare concerns:** where access is needed to investigate or address concerns that may affect the resident, neighbouring households, staff, contractors or the wider public.
- **Contractor quality checks and post-inspections:** to inspect completed works, confirm standards have been met and resolve any outstanding defects or concerns.
- **Statutory safety checks and servicing:** including gas servicing, electrical safety inspections, fire safety checks, lift servicing, water hygiene checks, asbestos inspections and other compliance-related inspections or works.
- **Repairs and maintenance:** to investigate, diagnose or complete repairs that HPBC is responsible for, including works reported by the resident or identified through inspections.
- **Emergency follow-up works:** to complete permanent repairs, make-good works or safety checks following an emergency repair or incident.
- **Planned maintenance and improvement works:** including replacement or upgrading of kitchens, bathrooms, heating systems, windows, doors, roofs, insulation, ventilation, wiring or other components.

- **Stock condition surveys and property inspections:** to assess the condition of the home, identify future investment needs, support asset management planning and ensure homes remain safe, decent and well maintained.
- **Damp, mould, condensation or disrepair investigations:** to inspect, assess, treat or repair issues that may affect the condition of the property or the health and wellbeing of tenants.
- **Pest control, infestation or environmental health works:** where access is needed to inspect, treat, monitor or prevent issues affecting the property or neighbouring homes.
- **Adaptations, aids and facilities:** to assess, install, inspect, maintain or remove adaptations or equipment provided to support a resident's needs.

Reasonable Adjustments

HPBC will take a person-centred approach where a resident may need support or a change to the usual access process because of a disability, health condition, communication need, vulnerability, caring responsibility or other personal circumstance. Reasonable adjustments will be considered to help tenants engage with appointments and allow essential inspections, servicing, repairs or works to be completed safely.

Reasonable adjustments may include, but are not limited to:

- offering appointments at a time of day that better meets the resident's needs, where this is reasonably practicable;
- providing longer appointment windows or additional reminders before the visit;
- communicating by the resident's preferred method, such as telephone, letter, email, text message or through an agreed representative;
- providing information in a clear, accessible or alternative format where required;
- allowing extra time for the resident to respond to letters, notices or appointment requests where this is reasonable and does not create an unacceptable health and safety risk;
- arranging for a support worker, advocate, family member or carer to be present, where the resident requests this and it is appropriate;
- using interpreters, translation support or other communication support where needed;
- coordinating appointments to reduce the number of visits where this is practical;
- ensuring contractors are made aware of agreed access requirements, while only sharing the minimum information necessary; and
- reviewing the approach before escalation or legal action where vulnerability, disability or support needs may be affecting access.

Tenants can request a reasonable adjustment at any stage by contacting HPBC. Staff should also consider whether an adjustment may be needed where information already held, previous contact, missed appointments or other circumstances indicate that the standard access process may not be suitable.

Any agreed reasonable adjustments must be clearly recorded, kept under review and applied consistently when arranging access. Where HPBC is unable to agree a requested adjustment, the reason should be explained to the resident and an alternative approach considered where

possible. Reasonable adjustments will not remove the requirement for access where access is necessary to meet statutory, regulatory, contractual or health and safety responsibilities, but they should help ensure that access is pursued fairly, lawfully and proportionately.

Procedures

HPBC will follow a clear, consistent and proportionate process when access to a property cannot be gained. The aim is always to resolve access issues at the earliest stage through engagement and agreement wherever possible. – Officers to complete the Housing Services Procedure Checklist.

Stage 1 – Initial Appointment and Communication

- Access will normally be arranged in advance by appointment.
- Tenants will be informed of:
 - the purpose of the visit;
 - the date and time (or appointment window);
 - who will attend; and
 - any preparation required.
- Communication will be made using the resident's preferred contact method where known.
- Where appropriate, reminders (e.g. text, phone call or email) will be issued prior to the appointment.

Stage 2 – First No Access

Where access is not gained:

- A calling card or notification will be left where possible, confirming that attendance was attempted.
- The appointment outcome will be recorded.
- The tenant will be contacted to rearrange a new appointment within a reasonable timeframe.
- Any known vulnerabilities or support needs will be considered and reasonable adjustments reviewed.

Stage 3 – Repeated No Access

Where further appointments are missed or refused:

- Additional contact attempts will be made, which may include telephone calls, letters and home visits.
- A formal written warning will be issued explaining:
 - the reason access is required;
 - the risks associated with continued refusal or delay;
 - the resident's responsibilities under their tenancy or lease; and

- the potential for escalation to legal action.
- Consideration will be given to involving:
 - support workers, advocates or family members (with consent where appropriate);
 - internal teams (e.g. housing management, safeguarding);
 - external agencies where there are concerns regarding vulnerability or wellbeing.

Stage 4 – Management Review and Pre-Legal Action

Where access continues to be refused or not facilitated:

- The case will be reviewed by a manager to ensure:
 - all reasonable attempts to gain access have been made;
 - communication has been clear and appropriate;
 - vulnerability and equality considerations have been addressed; and
 - the proposed next step is proportionate to the risk.
- A final warning letter will be issued, setting out:
 - the intended action;
 - a deadline for the resident to make contact; and
 - notice that legal proceedings may be commenced if access is not provided.

Stage 5 – Legal Action

Where all reasonable steps have failed:

- HPBC may take legal action to gain access, including:
 - applying for an injunction to require access;
 - seeking a warrant of entry; or
 - other appropriate legal remedies depending on the circumstances.
- Legal action will only be taken where it is necessary, proportionate and supported by evidence of previous attempts to gain access.

Stage 6 – Forced Entry

- Forced entry will only be used:
 - as a last resort; or
 - immediately in an emergency situation where there is significant risk.
- Any forced entry will:
 - be lawful and authorised;
 - be carried out in the presence of appropriate personnel (e.g. Police, contractor, locksmith, officer);
 - ensure the property is left secure; and
 - be fully documented, including the reason and actions taken.

Emergency Situations

- Where there is an immediate risk to life, health, safety or property, HPBC may take urgent action to gain access without prior notice.
- This may include forced entry where justified under common law or statutory powers and will be in the presence of the Police.

Recording and Monitoring

- All no access cases must be clearly recorded, including:
 - dates and times of appointments;
 - contact attempts and methods used;
 - reasons for no access where known;
 - any vulnerabilities or support needs identified; and
 - decisions made and actions taken.
- Cases will be monitored to ensure:
 - compliance with legal and regulatory requirements;
 - consistency of approach; and
 - continuous service improvement.

Tenancy Agreement

In following the procedure HPBC will refer to the Tenancy Agreement which states:

2.10 Letting us into your property

- 2.10a You must allow our employees, contractors and agents into your home or garden at all reasonable times to inspect, repair, service or improve your property and possibly neighbouring properties. By law, we must service gas heating systems every year; you must allow us into your home to carry out this service and ensure there is adequate credit on the meter for the check to take place. We might also need to enter your property to carry out other landowner responsibilities, for example checking electrical wiring, safety testing for radon gas, chimney sweeping, testing the Carelink system, replacing your kitchen, improving drainage, inspecting a balcony or fire door or surveying your property to check the condition of it. If possible, and it's not an emergency, we will arrange to visit your home at a time which fits around your other commitments, such as work and holidays. However, if you unreasonably fail to let us into your home, we will give you at least 24 hours' written notice that we will be coming to your home and you must let us in.
- 2.10b You, anyone living with you or anyone visiting your home must make sure all parts of your home are accessible so that when our employees, contractors or agents come to carry out repairs, improvements or similar work, the area in which they are working is clear and clean. We are only able to enter your property if a responsible adult is present.

- 2.10c You are responsible for ensuring any loft space is accessible and not cluttered nor overloaded. We may require access to all parts of the loft for fire safety, to carry out service and maintenance works to plumbing and heating services, to gain access to ventilated soffits and to allow the installation and maintenance of insulation and/or ventilation systems
- 2.10d If you report a repair, we will carry out the work in line with our published timescales, which can be found in your tenants handbook. It is important that you let us into the property to carry out the work. If we have given you an appointment and our employees, contractors and agents are not able to get in, we may charge you for the visit.
- 2.10e If you report an emergency repair we will carry out the work within 24 hours and you must let us in. If you make the report outside working hours and we need to send somebody to deal with it straightaway, you must make sure we can get in. If we can't, we will charge you for the cost of the visit.
- 2.10f In an emergency, we may need to get into your home straight away without giving you any notice. If you are not at home during an emergency or you do not let us into your home, we may use reasonable force to get inside. If you refuse to let us into your home in an emergency, we may take legal action against you. Examples of emergencies include fires, floods, gas leaks, a risk that someone will be injured, serious concern for the wellbeing of someone in the property, or the structure of the property being at risk.
- 2.10g Before you let any of our officers or agents into your home, you should ask to see proof of their identity. All of our employees, contractors and agents carry ID cards.

Confidentiality and Data Protection

HPBC will follow all relevant data protection legislation particularly in relation to requests for information from third parties.

HPBC are committed to protecting and respecting our tenants and residents privacy. Our privacy policy will inform tenants/residents how we look after their personal data, tell them about their privacy rights and how the law protects them. A full copy of our privacy notice is available on our website www.highpeak.gov.uk/YourData

Equality and Diversity

HPBC duties under the Equality Act 2010 ensures that Housing Officers will seek to find out if a tenant has a disability defined by this Act and if the disability is a factor in their behaviours. We will assess if the intended action is proportionate means to a legitimate aim before making a decision to proceed with any action.

Feedback and Complaints

HPBC welcome and encourage feedback on the services we provide. Further information on how to provide feedback or make a complaint can be found on our website www.highpeak.gov.uk/Complaints-Procedure.

Consultation and Review

HPBC will undertake a review of this policy every three years or earlier if there are any relevant changes to legislation, regulatory requirements, case law or good practice that would impact on this policy.

As part of our commitment to continual improvement, we will monitor satisfaction levels and use customer feedback to improve our service. We will provide regular performance reports to our Leadership Team and the Housing Board.

Responsibility

The Head of Housing has operational responsibility for this policy.

Publicity

HPBC will publicise this policy in a number of ways including on our website. We will make this policy available in different formats to suit the needs of our tenants.