ACCESS POLICY

Date: 08.01.2026
Review: 07.01.2029

Author: Jermaine Sterling
Department: Operations

ACCESS POLICY

Contents

1.0 Statement

2.0 Aims

3.0 Objectives

4.0 Responsibilities

5.0 Implications for non-access

6.0 Emergencies

7.0 Review

8.0 Appendix 1: Conditions

ACCESS POLICY

1.0 Statement

This Policy outlines our approach to obtaining access to your home (including gardens and other outside arrears).

2.0 Aims

2.1 This Policy does not relate to obtaining access to properties as part of the repossession process, nor where we consider a property has been abandoned.

2.2 This Policy applies to all homes owned or managed by RHS, except properties where we do not have landlord responsibility.

2.3 This Policy will cover:

- When we may need to access your home
- Responsibilities
- What we will do if you do not allow access

3.0 Objectives

3.1 We may need to access your home for lots of reasons, including to:

- In an emergency - this may include when your home is affected by an emergency in a neighbouring home or property or if we have immediate concerns about your welfare
- Inspect the condition of the property
- Carry out servicing or a repair
- Investigate a possible breach of the tenancy
- Fulfil an obligation within a tenancy agreement or Lease

3.2 If we need to access your home, we will make all reasonable attempts to contact you first. This may include contacting your other household members, next of kin or advocate. However, there may be urgent situations where we're unable to let you know in advance.

3.3 In emergency situations in our independent living homes, we may enter using a master key. We'll always knock and announce before entering.

4.0 Responsibilities

4.1 Individual tenancy agreements and Leases will detail your rights and responsibilities in relation to providing access to your home.

4.2 You must allow us, or our contractors, into your home when we request it or if you request a repair or inspection. We'll always show identification when visiting you at home.

4.3 We will contact you in the best way for you. It's important you make us aware if you have support or communication needs, so we can help. It would also be helpful if you could let us know about someone else who can give us access if you're not able to, when we need to enter. They must be at least 18 years of age.

ACCESS POLICY

5.0 Implications for non-access

5.1 Most of our residents allow access to their homes when required. If you do not allow us access, you may be in breach of your tenancy or Lease, and we reserve the right to take legal action. We consider it a refusal if you don't allow us access at a pre-scheduled appointment

5.2 If a tenant misses a scheduled appointment, then a recharge will automatically be raised. Failure to pay this, may result in legal proceedings for further breaching tenancy conditions.

5.3 If you refuse access after reasonable requests or there are repeated incidents of refusing access, we reserve the right to:

- Apply to Court for an Injunction to allow us access into your home and we will ask the Court for you to pay our legal fees
- If you have repeatedly failed to provide us with access, we may ask the Court to grant an Injunction to last the lifetime of your tenancy, which would provide indefinite access of your home for a specific reason (for example gas safety or electrical safety)
- Consider serving a Notice of Seeking Possession (NoSP), letting you know of our intention to seek possession of your home

5.4 If your annual gas safety check is overdue, we may limit or cap off your gas supply. We will only do this, if authorised by our Operations Director.

5.5 If you continue to refuse reasonable access, we will apply to the Court for possession of your home. We will take this decision if:

- You have not responded to our attempts to contact you
- You do not allow us access after the Court has given us an Injunction
- You routinely fail to give us access

5.6 In very serious cases where we have an Injunction and you still fail to provide us with access, we will ask the Court to fine you, or you could be sent to prison.

6.0 Emergencies

6.1 We will only enter your home without your permission in exceptional circumstances, where:

- We have identified a serious health and safety risk to the occupants and others
- There's a biohazard causing risk to occupants and others e.g. sewage
- There is likely to be damage to the building, if immediate action is not taken
- There is an immediate concern for the wellbeing of someone in the property
- The resident has breached the terms of an Injunction and the terms, to allow entry

6.2 An example of exceptional circumstances is a water leak, and you are not contactable and there isn't anybody else who can allow us access.

6.3 In an emergency, for example a suspected gas leak or structural concerns, we will consider if the issue can be resolved without entering your home. We will immediately contact the relevant emergency services and utility company.

6.4 If there's any possibility an occupant could be ill or has died, we will contact the Police and ask them to enter the property with us.

6.5 We will only enter without your permission as a last resort. The decision must be authorised by one of our Senior Leadership Team.

6.6 In some homes (e.g. independent living accommodation), you may have signed giving us consent to enter in the case of an emergency. In these circumstances, a Manager can authorise entry to your home.

6.7 If forced entry (which means we'll use reasonable force to gain entry) is required, we will leave the property secure. We may need to return later to complete any further works needed.

6.8 We may charge you for any damage and work arising from the forced entry, depending on the circumstances. For example, if a resident caused a flood due to leaving a tap running, this would result in a charge to the resident.

6.9 If an emergency arises out of hours, the Out of Hours (OOH) Manager will decide whether we should enter the property. Our out of hours service is mainly a telephone response service. OOH employees on duty should only attend a property in exceptional circumstances, and **never** on their own.

7.0 Review

7.1 We recognise some residents may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our Vulnerability Policy, we'll work with residents to ensure we consider their specific needs, on a case-by-case basis, provided it doesn't compromise health and safety to individuals or homes. This includes working in partnership with other agencies to ensure we manage and mitigate any known risks of safety and wellbeing.

7.2 We will review this Policy to address legislative, regulatory, best practice or operational issues.

ACCESS POLICY

Appendix 1: Conditions

Below is a summary of the conditions within our Tenancy Agreements or Leases, outlining requirements for access.

Rented Properties: Tenancy Agreements	You must allow our employees, agents or contractors to enter the Property at all reasonable times to: (a) inspect the Property, anything in it or any neighbouring property; or (b) carry out repairs, improvements or any works that we might be required to carry out by current or future legislation (including annual gas services and safety inspections) to the Property or to any neighbouring property We will give you at least 24 hours' notice that we will be entering the Property unless it is an emergency. In an emergency where we cannot gain access, we have the right to force entry to the Property to prevent damage to property or personal injury. If we force entry, we will secure the Property and repair any damage as a result of the forced entry. You must not be abusive, obstruct or assault anyone carrying out work for us. You must provide access to the Property during normal working hours for any gas service and safety inspection that we are required to carry out and any associated works, following such an inspection.
Leaseholders: Leases	The Vendor / Freeholder has the right (with or without workmen), upon giving 48 hours' notice, except in an emergency, at all reasonable times of the day, to enter the property. This covenant is for the purpose of exercising any of the rights within the Lease to maintain or repair the property, so entering to cause as little damage to the property as possible and making good all damage as occasioned.