



**Accent**

# Access Policy

**Accent Housing: Access Policy 170226 v1.0**

**ACCENTGROUP.ORG**

**Document Owner:** Exec Director Assets and Compliance

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1.0	Board (19/03/2026)	17/02/2026	17/02/2029	New Policy	Peter Hall (Interim Exec Director Assets and Compliance)

**Purpose:** To ensure customer safety and to demonstrate Accent’s commitment to ensuring its customers, employees, contractors, the general public, customers’ homes and our assets are not knowingly exposed to any risks that would affect their safety.

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## 1. Aims

The policy aims to set out the key principles for how we gain access to homes where we are required to by:

Defining when we need to access,

- Making clear customers responsibilities,
- Outlining appropriate and proportionate action if a customer does not allow access,
- Ensuring a robust escalation process is in place to provide customers with the opportunity to provide access at a mutually convenient time, whilst also clarifying that it may lead to legal action or emergency access where no access is provided.

## 2. Scope

This policy applies to all properties owned, leased or managed by Accent Group Limited.

We may need to access homes for many reasons including (but not limited to):

- To carry out servicing or a repair,
- If there is an emergency (property or person related),
- To carry out annual gas safety checks,
- Fire safety surveys and works,
- Electrical testing and works,
- Asbestos surveys and works,
- Damp/ mould/ condensation (DMC) inspections and works,
- Surveys or works to control the risk of legionella,
- HHSRS (Housing Health & Safety Rating System) inspections,
- Servicing and maintenance of personal lifts, including stair-lifts and telecare equipment,
- Repairs or refurbishment works especially where failure to carry them out would place customers at risk and/or cause damage to Accent property,
- To enable any annual capital works programme to be completed,
- Any surveys required to identify the condition of the property,
- Tenancy audit, tenancy checks and to investigate a possible breach of tenancy,
- To ensure compliance with any legal, health and safety regulations

### 3. If Accent needs to access a home

If we need access to a home, we will work with the customer/s to arrange a mutually convenient time and date to visit. Once a visit is agreed we will require a responsible adult over the age of 18 to be present at the premises to grant access. If no adult is present, it will be recorded as no access given.

Unless the visit is an emergency (see section 6 below), we will always try to pre-arrange an appointment. We will make all reasonable attempts to contact the customer/s by:

- Confirming in writing or by email in advance why access is required and providing a proposed date (including details of how to contact us to make an alternative appointment if this is not convenient),
- Contacting by telephone or email to secure an appointment date,
- Carrying out a home visit to book an appointment date.

We and our contractors will repeat one of the above attempts to arrange an appointment date at least three times to maximise the opportunities to secure appointments by arrangement. Where customers fail to respond we may also, depending on individual circumstances and the urgency of the access required, deploy the following measures to secure access:

- Contacting next of kin or those listed as having caring responsibilities,
- Contacting neighbours,
- Contacting known external support and advocacy groups and internal teams who are already working with the customer,

We will also cooperate with other key agencies and partners where access to a property is required, including where there is risk to life, and safeguarding issues.

Examples of such partnerships would include:

- Police, fire and other emergency services,
- NHS and Social Care,
- Health and Safety Executive,
- Local authorities

## 4. Customer/s responsibilities

Individual tenancy and lease agreements detail rights and responsibilities. These agreements usually include reasonable access provisions and failure to meet such obligations may constitute a breach of contract and, therefore, may result in legal action:

- Tenants should refer to their tenancy agreement,
- License-holders should refer to their license,
- Leaseholders and shared owners should refer to their individual lease agreements.

It is important that customers:

- Inform us if contact details change (e.g. telephone numbers, e-mail addresses or any changes relating to their next of kin),
- Inform us if they require additional support needs,
- Provide the details of someone who can allow access, if they are unable to.
- Inform us in advance if they need to rearrange an appointment. We may pursue all associated costs that are incurred and recharge customer/s accordingly, for any failed access following an agreed, and pre-arranged appointment date and time.
- Ensure that a responsible adult (i.e. legally over the age of 18) is present to allow access to the home. We will record the visit as 'no access given' where this is not the case

## 5. What we will do if access is not provided, or refused

Where reasonable access has been denied and it is not an emergency (see further below), we will, as a last resort, pursue legal measures and seek a Court Order for costs incurred. Where we incur aborted contractor fees we will consider recharging the same to the customer.

### Gas safety

We are legally obliged to ensure that any gas appliances, fittings and flues provided for tenants are safe and must carry out a gas safety check annually. If a tenant fails to

provide access to enable the necessary checks to be carried out, we may apply for access via an injunction

If the required annual gas safety check is overdue, and access to the home is unavailable despite our best efforts, subject to a case-by-case a risk and Equality Act assessment (copies of the Assessment forms are attached at Appendix A and B), will be completed and following the Assessments the gas supply to the home may also be limited or capped.

We will attempt to notify customer/s of any capping and ensure that the customer/s is accessing support as required, alongside formally reviewing whether capping should remain in place every 6 weeks

### Electrical Safety

Electrical safety inspections are required to be carried out at least every 5 years. Where a tenant fails to allow access to carry out a safety inspection, we will follow the same process as above for gas safety.

### Other access requirements

All other instances where access may be required as outlined in the 'Scope' of policy at section 2 above may follow the same route as outlined for gas and electrical inspections.

### Possession proceedings

If a tenant denies reasonable access, we may serve a Notice of Seeking Possession and/or Notice to Quit informing the tenant/s of our intention to seek repossession of the home through the county courts. After the expiry of the notice, we can apply to the Court to bring the tenancy to an end. This action may be taken if a tenant:

- Has not responded to repeat requests for access to be granted to us or contractors acting on our behalf and / or,
- Has denied access following the issue of a Court order and / or,
- Routinely fails to allow access.
- There are other breaches of tenancy
- Has abandoned the property

## 6. Emergency access

There may be emergency situations in which we believe that the safety of the customer and/or other customer, or the integrity of the property and/or adjoining properties is put at risk and in these situations we will, as a last resort after exhausting all efforts to contact the customer/s beforehand, enter a property without prior consent. Non exhaustive examples include where there is a flood, gas escape or suspected medical emergency. Where we are required to gain access in this way we will:

- Engage all relevant emergency services/ authorities for assistance
- Undertake a detailed risk and Equality Act assessment (attached at Appendix A and B) to review and confirm the grounds for securing emergency access, with approval to proceed required by at least two Directors employed by Accent
- Ensure the property is left safe and secure (which may on occasions involve carrying out a lock change and where this is required, leaving the keys in a key safe outside the property with information on who to contact for the code to open that),
- Ensure access is gained by at least 2 members of staff/ contractors who will draw up a full report of times and details and action taken
- Take photographic evidence of the property by means of an inventory as evidence for any legal action that we may take.
- Ensure all reasonable follow up attempts are made to trace the customers to inform them of the action if they are not present at the time access is gained – including contacting next of kin or those listed as having caring responsibilities, neighbours, known external support and any know advocacy groups and internal teams are already working with the customer/s.

We will only use this process if all other avenues have been exhausted and in only extreme circumstances as set out above, and where we have considered that on balance we are left with no alternative, whilst taking into account that such action may be regarded as a breach of the tenant's implied and/or express right of quiet enjoyment and legal action could be taken against Accent.

If we are required to gain access in an emergency to remedy a fault that is found to be of the occupants making, we reserve the right to recharge the customer/s for all works undertaken, e.g. where taps have been left running causing flood damage.

## **7. Exceptional Circumstances**

Where there is no emergency requirement for access or a legal requirement for appliance testing, we may accept delaying access to undertake works or servicing in exceptional circumstances. Examples include (but are not limited to):

- Being medically unfit or going through a prolonged illness,
- Having ongoing and / or significant medical treatment,
- Having a disability and having no-one to assist in preparing for the works,
- Caring for someone who is terminally ill in the home,
- Having recently been discharged from hospital and still recuperating,
- Recently having been bereaved.

The list above is not exhaustive and there may be other exceptional circumstances that arise. We will always take these into account and use discretion as to whether works should commence and will work with and support customers as necessary.

## **8. Complaints Procedure**

Our Complaints Policy is available to any customer who may be dissatisfied with the application of this policy and outlined how to make a complaint.

## **9. General Data Protection Regulations**

All access requirements that include identifiable personal information will be processed in accordance with the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulations. We will only disclose or share personal information where required to do so by law or where a lawful exemption applies; for example, for the purposes of a prosecution, a safeguarding concern, where it is in the public interest or with the person's consent. Personal information is processed by Accent for several purposes. These can be found in the Privacy Notices which are available on our website.

## 10. Safeguarding

Concerns for children, young people and vulnerable adults will be handled in line with our Safeguarding Policy which sets out how we will respond to a report of abuse or neglect to a child, young person, or adult with unmet care and support needs. It is not uncommon for safeguarding concerns to arise when accessing homes.

## 11. Equalities Statement

We are committed to treating all customers fairly and with respect and professionalism. To this end we will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that, in the application of this policy, we will comply with our duties under the Equality Act 2010.

The Equality Act 2010 places a duty on public authorities to consider how their policies or decisions affect those who are protected under the Equality Act. We have reviewed our “Public Sector Equality Duty” in relation to this policy and consider this policy compliant. The use of the Access process is proportionate to ensure the safety of Accent’s customers, contractors, employees and the public, and in each case, it will only be used when all standard attempts to gain access have failed.

A Risk Assessment will be undertaken in every case where use of this Access policy is being considered, taking into account the property type, customer profile and known risk factors or vulnerabilities. The outcome of the Risk Assessment will determine the appropriate course of action to be taken, for example to proceed with emergency forced entry, commence court proceedings, or engage with wider agencies to obtain access if feasible.

## 12. Legal and regulatory context

This policy is set within the legislative framework:

- The Regulator of Social Housing’s Consumer Standards
- Gas Safety (Installation and Use) Regulations 1998 and amendments 2018.
- Gas Safety (Management & Right of Entry) Regulations 1996
- Fire Safety Act 2021
- The Housing Act 1988 and 2004

- The Building Regulations 2019 for fire safety incorporating 2020 & 2022 amendments
- The Control of Asbestos Regulations 2012 (CAR 2012)
- Homes (Fitness for Human Habitation) Act 2018
- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- The Management of Health and Safety at Work Regulations 1999
- Electricity at work regulations (1989)
- Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994
- Prevention of Social Housing Fraud Act 2013
- Equality Act 2010
- Environmental Protection Act 1990
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- BS7671:2018 - Requirements for Electrical Installation IET Wiring Regulations 18th Edition
- IET Guidance Note 3 – Inspection and Testing
- Regulatory Reform (Fire Safety) Order 2005
- The Building Safety Act 2022
- The Fire Safety Regulations 2023
- The Social Housing (Regulation) Act 2023 -Awaab's Law

### **13. Operation and Monitoring**

- The Chief Executive has overall responsibility for the policy and its related procedures.
- The Executive Directors of Customer Experience and Executive Directors of Assets are responsible for ensuring that the principles within this policy are communicated, understood and implemented, and for monitoring effectiveness and outcomes of the policy on an at least annual basis to the CEC and Group Board.