

No Access Policy

1. Introduction

- 1.1 This policy applies to all homes and communal blocks managed by A2Dominion subsidiaries where we are the landlord. This includes leasehold and shared ownership homes.
- 1.2 We want every customer to live in a safe, high-quality and well-maintained home. To do this, we sometimes need to enter a customer's home. This may be for routine maintenance, urgent repairs, safety checks, welfare visits, safeguarding concerns or other legal reasons.
- 1.3 This policy also supports sector best practice, including the Housing Ombudsman's Spotlight on Attitudes, Respect and Rights report and the Repairing Trust initiative. We aim to be open, fair and accountable in every interaction. We want customers to feel respected, listened to and supported.
- 1.4 This policy explains how we manage access to a customer's home for:
 - Repairs
 - Safety inspections, such as gas, electricity, water, fire safety, asbestos or smoke detector checks
 - Routine property condition inspections, such as checking walls, ceilings and floors
 - Damp and mould investigations and Housing Health and Safety Rating System (HHSRS) assessments
 - Safeguarding welfare checks
 - Checking tenancy obligations are being met
 - Legal proceedings, such as evictions, legal disrepair cases or property repossessions
 - Investigating anti-social behavior or illegal activity



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- Access when a customer has not responded and we have concerns about their wellbeing
 - Tenancy audits
 - Any other reason that falls within our responsibilities as a landlord.
- 1.5 Customers are made aware of A2Dominion's right to enter their home through their tenancy agreement, that sets out the landlord-customer relationship between us.

2. Policy aims and objectives

2.1 This policy's aims to:

2.1.1 Make sure we meet all legal, contractual, and regulatory responsibilities.

2.1.2 Explain when and why we need access to customers' homes, and what may happen if access is refused.

2.1.3 Set out how we'll gain access. This includes how we support customers, how we keep everyone safe, and the legal steps we may take if access is denied.

2.1.4 Provide clear guidance for staff and contractors so we take a consistent approach to access requests.

2.2 We want access appointments to be as straightforward as possible for every customer. Where we can, we will adapt how we communicate to meet individual needs. This may include support with language, cultural or religious requirements, age-related needs or disability-related needs.

2.3 We can offer translation services, accessible formats, flexible appointment times and reminders. This is in line with our Prioritisation Policy. Our staff receive training in diversity and inclusion so they can provide a respectful and supportive service.

3. Access

3.1 Our occupancy agreements allow our staff and contractors to enter a customer's home for the reasons listed in section 1.4.

3.2 We will follow a fair access process and give reasonable notice, in line with the occupancy agreement. If we cannot agree with a customer, we may still take steps to enter the home. This will follow our access escalation matrix

in section 3.8. In an emergency, we may only be able to give 24 hours' notice.

- 3.3 When a customer cannot be at home, they are responsible for arranging for a trusted adult to provide access. This helps us complete the work safely and on time and supports the customer to meet their responsibilities under their occupancy agreement.
- 3.4 If we cannot gain access on our first attempt, we will try again using the steps in the access escalation matrix in section 3.8. We aim to agree appointments in advance unless there is an emergency. If a customer refuses access, we may take legal action. If there is a serious risk, we may force entry or disconnect services, such as gas, to keep everyone safe. Please see section 3.7.1 for more detail.
- 3.5 If a customer does not allow access after being given fair opportunity to arrange an appointment, or after we have given fair notice, this is likely to breach their occupancy agreement. It may also cause safety risks and cause delays or damage. If we need to take action such as legal steps or forced entry, we will charge for any associated costs. This may include repairs, securing the home or legal fees, as set out in our Recharge Policy.
- 3.6 Before we take any action, we will always try to understand why access has been refused. We will work with the customer to find a solution. This may include joint visits or rescheduling to better meet the customers' needs.

3.7 **Emergency access**

- 3.7.1 If there is an immediate risk to life, health, or property, we may need to enter a customer's home without prior notice. If a customer refuses access or is not available, we will follow the Non Access Standard Operating Procedure (SOP). This procedure explains how we manage no-access situations and emergency forced entry. A member of the Executive Management Team must authorise any forced entry.

We will make sure the following people are present:

- A third-party locksmith to gain entry and make the home safe once access is no longer needed
- An A2Dominion representative to oversee the locksmith's actions and prevent unauthorised access
- A relevant contractor to identify and resolve the immediate risk to life, health or property.

3.7.2 We will record all emergency access incidents in line with the Non Access Standard Operating Procedure (SOP).

3.8 Access escalation matrix

3.8.1 Whenever possible, we will agree access appointments with the customer. If this is not possible, we will set an access date and inform the customer that they must provide access on that date.

3.8.2 If we cannot gain access on the agreed or notified date, we will issue a missed appointment letter and provide the date of the next scheduled appointment. Where we can, we will try to agree a suitable appointment with the customer.

3.8.3 We will keep a record of all attempts to contact the customer. This helps us show the steps we have taken if legal action becomes necessary.

3.8.4 The table below is our access escalation matrix. It explains what happens when appointments are missed or access is not provided in line with the customer's occupancy agreement.

Business area	Steps taken when appointment is missed	Escalation steps
Fire/Electrical/Asbestos/Legionella check	We will make three documented attempts to gain access (visits or notifications via text, email or letter)	High risk: refer to legal: 1. Injunction warning letter (letter warning of legal action) 2. Injunction issued (an application is made to court for an order requiring the customer to allow access or take specific steps to facilitate action). We can claim these costs back from the customer.
Gas safety related	We will make three documented attempts to gain access (visits or notifications via text, email or letter)	High risk: 1. Breach of tenancy/ leasehold warning letter 2. Seek Executive Management Team (EMT) approval to cap gas if the gas meter is accessible. 3. Injunction issued
Housing, Health and Safety rating System (HHSRS)* related visits	We will make three documented attempts to gain access (visits or notifications via text, email or letter)	Category 1 hazard: High risk. Refer to legal: 1. Injunction warning letter (letter warning of legal action)

<p>(for example, to look into and deal with damp and mould, excess cold, fire risks and electrical hazards).</p>		<p>2. Injunction issued (a court order has been made requiring the customer to allow access or take specific action) Category 2 & 3 hazards: Low risk; close job with standard letter template</p>
<p>Disrepair</p>	<p>We will make three documented attempts to gain access (visits or notifications via text, email or letter)</p>	<p>High risk. Refer to legal: 1. Injunction warning letter (letter warning of legal action) 2. Injunction issued (a court order has been made requiring the customer to allow access or take specific action)</p>
<p>Responsive repair</p>	<p>We will make three documented attempts to gain access (visits or notifications via text, email or letter)</p>	<p>Low risk: close job with standard letter template High risk and refer to neighbourhood: 1. Injunction warning letter (letter warning of legal action) 2. Injunction issued (a court order has been made requiring the customer to allow access or take specific action)</p>
<p>Pest control</p>	<p>Pre-treatment: Three visits or notifications (by letter, email or phone call) Post-treatment: Minimum three visits or notifications (by letter, email or phone call)</p>	<p>Low risk (pre-treatment): Close Job High risk (post-treatment): 1. Escalate to Neighbourhood Team 2. Injunction warning letter (letter warning of legal action) 3. Injunction issued (a court order has been made requiring the customer to allow access or take specific action)</p>
<p>Asset management</p>	<p>Three contractor visits or notifications (letter, email or telephone call)</p>	<p>High risk: Refer to legal: 1. Injunction warning letter (letter warning of legal action) 2. Injunction issued (a court order has been made requiring the customer to</p>

		allow access or take specific action)
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* A high-risk issue, as defined by the Housing Health and Safety Rating System (HHSRS), refers to a Category 1 Hazard - a serious and immediate threat to a person's health or safety. These are the most critical risks and require urgent attention.

3.8.5 We are committed to treating every customer fairly. Our staff receive training so they can manage access requests confidently and communicate clearly.

3.8.6 If we have followed all steps in this policy, and still cannot gain access, we may treat the situation as a possible breach of the tenancy or lease. If needed, we may take legal action based on the evidence we have collected and the steps we have taken.

3.9 **Safeguarding and vulnerability considerations**

3.9.1 We want our services to include everyone. We offer different ways to communicate and can make adjustments to support individual needs. This may include help with language, reading or writing, disabilities or access to digital tools.

3.9.2 From the start, we try to understand anything in a customer's personal situation that might affect access. We encourage customers to tell us how they prefer to communicate or if they need support. This helps us adjust our approach and reduce the chance of missed appointments.

3.9.3 Before taking any enforcement action, we will check for any safeguarding or vulnerability concerns. We will follow the steps in our Prioritisation Policy. This helps us make sure our services meet the specific needs of customers, especially those who may be vulnerable or need extra support.

4. **Contractors and other agents**

4.1 We will actively manage our contractors and agents who provide services on our behalf to make sure they follow this policy. For more information on how we meet our responsibilities, please see our Repairs, Recharge and Prioritisation Policy.

4.2 These responsibilities also apply to how we work with agents and contractors. They must follow the standards set by the Regulator of Social Housing.

- 4.3 We will notify all our contractors of any statutory deadlines that we must meet.

5. Review and monitoring

- 5.1 We will review this policy every three years, or sooner if:
 - 5.1.1 There are changes to legislation or regulatory frameworks.
 - 5.1.2 Feedback from customers, staff, or partners shows a review is needed.
 - 5.1.3 A safeguarding issue, complaint, or access refusal highlights any gaps.
 - 5.1.4 An internal or external audit identifies risks or improvements.
- 5.2 We will regularly check the quality of our work to make sure we follow this policy and deliver good results. These checks help us spot problems early and improve how we manage access, especially where customer safety is involved.

6. Consultation

- 6.1 This policy has been reviewed by our Residents' Scrutiny Panel, a group of A2Dominion customers who help shape our services by sharing their feedback. Their input helps us make sure our policies reflect what matters most to customers.
 - 6.1.1 Feedback shared by our Residents' Scrutiny Panel mentioned that this policy provides clear language, informative and useful content and includes fair roles and responsibilities between customers and staff.
- 6.2 We also consulted with teams across the business including Repairs, Estate Services, Lettings, Building Safety, Customer and Communities, Customer Services and Legal to shape this policy.

7. Equality, Diversity & Inclusion Statement

- 7.1 A2Dominion Group, colleagues, partners, stakeholders and contractors are committed to providing services which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.

- 7.2 We will ensure that all our services relating to this policy are accessible and available to all customers as set out in the requirements of the Equality Act 2010.
- 7.3 An Equality Impact Assessment has been completed for this Policy.

8. Data Protection Statement

- 8.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.
- 8.2 A2Dominion Group and affiliate organisations are the data controllers registered with the ICO with the following registration numbers:
- A2Dominion Housing Group Limited: Z4843307
 - A2Dominion Homes Limited: Z9799978
 - A2Dominion South Limited: Z7835340
 - A2Dominion Housing Options Limited: Z5412073
 - A2Dominion Residential Limited: Z3391351
 - A2Dominion Developments Limited: ZA103931
 - Pyramid Plus London LLP: Z3594227
 - Pyramid Plus South LLP: Z3594230
- 8.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All people authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 8.4 For information on how we collect, store, process and use customers' personal data, please visit our website on a2dominiongroup.co.uk/privacy-and-cookie-policy.
- 8.5 For an employee-related privacy statement, please contact our People Services team at people.support@a2dominion.co.uk.
- 8.6 You can also contact the Data Protection Officer / Data Compliance team at governance@a2dominion.co.uk

9. Associated documents

- [Customer Recharge Policy](#)
- [Damp and Mould Policy](#)
- [Managing Agent Policy](#)
- [Prioritisation Policy](#)
- [Repairs Policy](#)
- [Safeguarding Adults Policy](#)
- [Safeguarding Children Policy](#)
- [Tenancy Policy – all tenures](#)
- [Record Keeping Procedure](#)
- Gas Management Plans
- Leasehold Agreement
- Tenancy Agreement

10. Definitions

Term	Definition
Customer	A person living in a property owned or managed by one of the A2Dominion entites, including tenants, licencees, shared owners and leaseholders.
Landlord	The party usually responsible for managing and maintaining a property, ensuring safety, and fulfilling legal obligations outlined in an occupancy agreement or legislation.
Access	The landlord's right to enter a customer's home for specific reasons such as repairs, inspections, or legal matters.
Routine maintenance	Regular upkeep tasks to keep the property in good condition.
Essential repairs	Urgent or necessary work required to maintain safety or prevent damage.
Safety checks	Inspections to ensure systems like gas, electricity, and fire safety are functioning properly.
Safeguarding welfare checks	Visits made to ensure the wellbeing of residents, especially where there are concerns about health or safety.

Leasehold agreement or lease	A legal document (e.g. lease agreement) outlining the rights and responsibilities of the landlord and customer.
No access	A situation where a customer has not allowed the landlord entry into the property after reasonable notice.
Forced entry	When the landlord enters a property without the customer's permission, typically in emergencies or with legal approval.
Recharge Policy	A policy that allows the landlord to recover costs from the customer, such as those incurred from legal action or forced entry.
Tenancy agreement	A legal contract between a landlord and a customer that outlines the terms and conditions under which the customer is allowed to occupy a property.
Gas management plan	A specific procedure followed when entering the home due to gas-related safety concerns.
OMT/EMT	Operational Management Team / Executive Management Team – internal bodies that approve certain actions like forced entry.
SOP	Standard Operating Procedure – a detailed, written set of instructions that guide workers through routine specific tasks or processes.
Managing Agent Procedure	Guidelines for managing third-party contractors or agents working on behalf of the landlord.