

Access Procedure for Oil Appliance Servicing

For the attention of: Clúid Housing Employees & External Contractors

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Date of next review: 1/6/2025

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Approved by: Property Services Leadership Team

Document owner: Servicing and Compliance Manager

Change Log

Date	Changes made	Section
17/5/23	Delete “2018 – 2022”	1.2
	Insert “SMS texts,”	2.6
	Insert “SMS text,”	2.7.1



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1.0 Policy Reference

- 1.1 *Clúid Housing Safety Statement Version 2017.1* commits Clúid Housing to ensuring staff enjoy safe and healthy work environments as well as ensuring the safety of its tenants and other third parties alike. Clúid Housing commit to providing the necessary training, guidelines and procedures that support these principles.
- 1.2 *Clúid Housing Asset Management Strategy* states Clúid Housing's commitment to Safety/Service Programmes recognising there will always be a need to regularly maintain /service Mechanical and Electrical installations, including Oil appliance servicing in homes, to reduce risk of injury, protect buildings and people and maximise operational efficiency and longevity of the installation. Clúid Housing maintain separate safety / servicing budgets and ensure that these programmes are carried out in line with legal and/or recommended practice.
- 1.3 *Clúid Housing Tenancy Agreement* sets out the conditions of the tenancy between Clúid Housing and the tenant. By signing the agreement the tenant agrees to allow Clúid Housing employees and contractors into their home, when given reasonable notice, to service appliances such as boilers. Clúid Housing agree to repair and maintain the systems supplying water, gas and electricity in the premises and repair and maintain the systems supplying hot water and general heating in the premises.

2.0 Procedure

- 2.1 The purpose of this document is to provide guidance for all Clúid Housing employees and external contractors involved in the process to follow so as to demonstrate that all reasonably practicable steps to gain access to tenanted properties has been undertaken. This is with the aim of ensuring tenants are safe and provided with a reliable and efficient source of heat and hot water. Clúid are a conscientious social landlord and take tenant safety seriously and commit to maintain all appliances they own, as well as undertaking a safety check and producing a safety record. This is to be undertaken at intervals of no more than 12 months and will occur within 60 days prior to the servicing anniversary date.

2.2 Scope

This procedure is to be followed by Clúid Housing employees and contractors involved in the process.

2.3 References

B.S. 5410-1:2014 Code of Practice for Oil Firing
OFTEC Technical Book 3
OFTEC Technical Book 4
OFTEC Technical Book 5



2.4 General

All properties, to which this duty extends, shall have an oil boiler service at intervals of no more than 12 months from the anniversary date. The anniversary date is set from the first year the oil appliance is serviced. To facilitate scheduling between Clúid Housing and the appointed servicing contractor, the service can be carried out up to 60 days prior to the anniversary date without requiring the anniversary date being amended in the following year.

2.5 Definition

Oil Appliance Service:

The contractor will, in accordance with manufacturer's instructions and the contract specification, carry out a full service of the landlords appliances within the property and record all details of work undertaken.

A domestic oil appliance service in accordance with BS 5410-1 (or BS5410-2 if applicable), applies tests and checks under the following headings:

- Oil Storage Tank and Supply;
- Fuel Supply;
- Air Supply and Ventilation;
- Flues and Chimneys;
- Boiler and Burner;
- Safety Controls and Electrical Safety;
- Combustion Efficiency

Full details are included in Tender/Contract documents.

The Property Services Administrator will be the nominated employee appointed by Clúid Housing, who will act as the central contact for administration.

Full details of the oil appliance service requirement shall be provided to the contractor by means of specification document i.e. Oil Boiler Maintenance Contract.

2.6 Functional Procedures

A series of SMS texts, letters, telephone calls, personal site visits and vulnerability checks will be made and / or sent to the tenant, detailing the need to gain access in order to carry out an oil appliance service or safety check of the installation where the oil appliance is not in use and what action may be taken by Clúid should access not be granted. This is to confirm and provide the necessary evidence that all reasonable steps have been taken.

The RTB may be used for any breach of a tenants obligations. The process for deciding on taking a case to the RTB is covered in the Legal Action procedures.



2.7 Contractor Responsibilities

2.7.1 Event 2 – The Planned Visit

Contractor's Responsibility (to be included in Tender and contract specifications).

The contractor will attempt to gain access involving a minimum of two (2) visits to the property.

The Service/Safety check programme will be given to the contractor at contract award stage and subsequently on a monthly basis. Each service is to have an appointment date set no earlier than 60 days and no later than 40 days prior to its due date. The initial appointment will be prearranged and made by the contractors giving advance notice and providing the tenant an opportunity to re-arrange a suitable appointment.

The contractor shall send an SMS text, letter or postcard advising the tenant of the planned date of the service / safety check, the purpose of the service / safety check and a telephone number for the tenant to contact them should the appointment date not be suitable. The appointment date will always be at least 40 days prior to the anniversary date and will indicate either an AM or PM appointment. The contractor will always give advance written notification of the appointment time.

2.7.2 Event 3 – Actual 1st & 2nd Visit

The Contractor will attempt to gain access to the property on the appointed date at the time stipulated on the Contractor Appointment letter/Card. In all instances when access to the property is not achieved the contractor will complete and issue a Contractor Missed Appointment card at the property, detailing the time and date of the visit, the purpose of the service / safety check and a telephone number.

The Contractor shall record the details of times and dates of the visits made on the Clúid Progress Report. They shall also detail any possible reason for no access at this stage, which will give an early indicator to possible property abandonment or tenant conflict or vulnerability issues.

Information to be recorded by the contractor should include, but not limited to the following:

- Contractor
- Address of property
- Date & Time of no access visit
- Details of reason for no access if available.
- Note of any early problematic access referrals to the Property Services Administrator.

The Contractor will be required to repeat the process for Service visit 2. Contractor to complete 2nd visit no later than 30 days before the anniversary date. Documentation to be returned to Clúid weekly or within 3 days of the 2nd visit.

2.8 Landlord Process (Events 1, 4 and 5)

Process to start no later than 70 days prior to service due date to enable Clúid to fulfil their duties.



2.9 Procedure – Property Services and Housing Services

2.9.1 Event 1 – Issue of programme

The Property Services Administrator will issue a schedule of all oil servicing falling due within a given month, no later than 70 days prior to the anniversary date.

2.9.2 Events 4 a-d – Housing Services intervention

Details of all visits made by the contractors' operatives to specific properties will be recorded on Clúid Live against each property.

When the contractors' operatives have made 2 unsuccessful attempts to gain access to the property and the Property Services Administrator has been notified, the Property Services Administrator will complete and issue Clúid Access Warning Letter.

A task will be issued to the Housing Officer to carry out a profile of the tenant, establish the tenants' vulnerability and provide an opinion on the tenants' vulnerability to the Property Services Administrator.

The Housing Officer will attempt to contact the tenant by phone and arrange an appointment for a Contractor. Depending upon the reason for no access, it may be necessary for the Housing Officer or Property Surveyor to visit the property to address early signs of problematic access or abandonment.

If the service remains incomplete on the Anniversary Date the Property Services Administrator will issue the Clúid 14 Day Notice Letter, the breach of tenancy will be reported to the Housing Manager to initiate the Termination and repossession process subject to evaluation of the vulnerability check.

If, having spoken with the tenant, the tenant confirms they will not be using the Oil boiler for the following 12 months, a Hazard notice can be issued to the tenant warning that the condition of the boiler has not been checked and may be in an unsafe condition and the tenant should contact Clúid Works to arrange a service before the next use of the boiler.

Details of the date letters sent and who raised each letter are to be logged on Clúid Live against each property. This is to ensure any follow up calls or queries can be dealt with by Contact Centre staff efficiently and enable Clúid to have a positive internal audit trail.



2.9.3 Event 5 – Residential Tenancies Board

As a last resort, if Clúid are unable to gain access to ensure the safety of the oil appliance and installation, having followed all of the steps in this procedure and subject to evaluation of the tenants' vulnerability by their Housing Officer, the breach of tenancy will be reported to the Housing Manager to initiate the Termination and repossession process.

Clúid may pursue the tenant through the RTB as a breach of tenancy for failure to provide access or failure to maintain the property in accordance with the tenancy agreement.



2.10 Summary of Events (refer to Appendix 1, Oil Service Flow Chart)

Event	Activity	Days prior to Service Anniversary Date	Stage	Responsibility
1.	PS Admin provides Contractor schedule for servicing	70	Clúid Letter 1 (Appendix 2)	PS Admin
2.	Letter/Card to tenant for 1 st appointment giving notice of service visit	67	Contractor Appointment Letter/Card (Appendix 3)	Contractor
3.	Actual Visit	60 - 40		Contractor
3a.	1 st No Access – Missed appointment card setting new service date within 7 days	60 - 40	Contractor missed appointment card (Appendix 4)	Contractor
3b.	Contractor attends on 2 nd service visit as per date advised on Missed Appointment Card or by agreement with tenant	30		Contractor
3c.	2 nd No Access – Clúid Access Warning Letter posted by PS Admin	30	Clúid Access Warning Letter	PS Admin
3d.	Contractor provides Clúid all documentation weekly or no later than 3 days after completion of schedule.	27	OFTEC Cert CD/11 and TI/133D, Completed Progress Report, Invoice for completed work.	Contractor/PS Admin
4.	PS Admin advises HO of difficulty accessing specific properties and requests assistance	27		PS Admin
4a.	HO contacts tenant to arrange service appointment	22		HO
4b.	Contractor/Clúid Works attends HO arranged appointment.	17		Contractor/CW
4c.	3 rd No Access – Contractor informs PS Admin of missed appointment. Clúid 14 Day	14	Clúid 14 Day Notice Letter	Contractor/PS Admin

	Notice Letter issued by PS Admin			
4d.	HO undertakes a vulnerability check on tenant using all resources available, prepare case file on tenant to support an effective solution to access issue	12		HO
4e.	HO returns opinion of tenants' vulnerability to PS Admin. If tenant confirms boiler will not be used for following 12 months a Hazard notice is issued to the tenant.	5	HO opinion on tenant vulnerability received and Hazard Notice	HO/PS Admin
5.	If tenant refuses to engage, RTB mediation process begins if access not obtained.	0	RTB process initiated	SCM/HM

The timescales above set out the latest date by which each event must be completed. Where individual events slip every effort should be made within the process to achieve the overall target.



3.0 Data Protection

All businesses that process consumer or personal data need to be compliant with the General Data Protection Regulation (GDPR) from 25 May 2018. To demonstrate our compliance we must ensure that all businesses that we are going to work with will comply with the Data Protection obligations under GDPR.

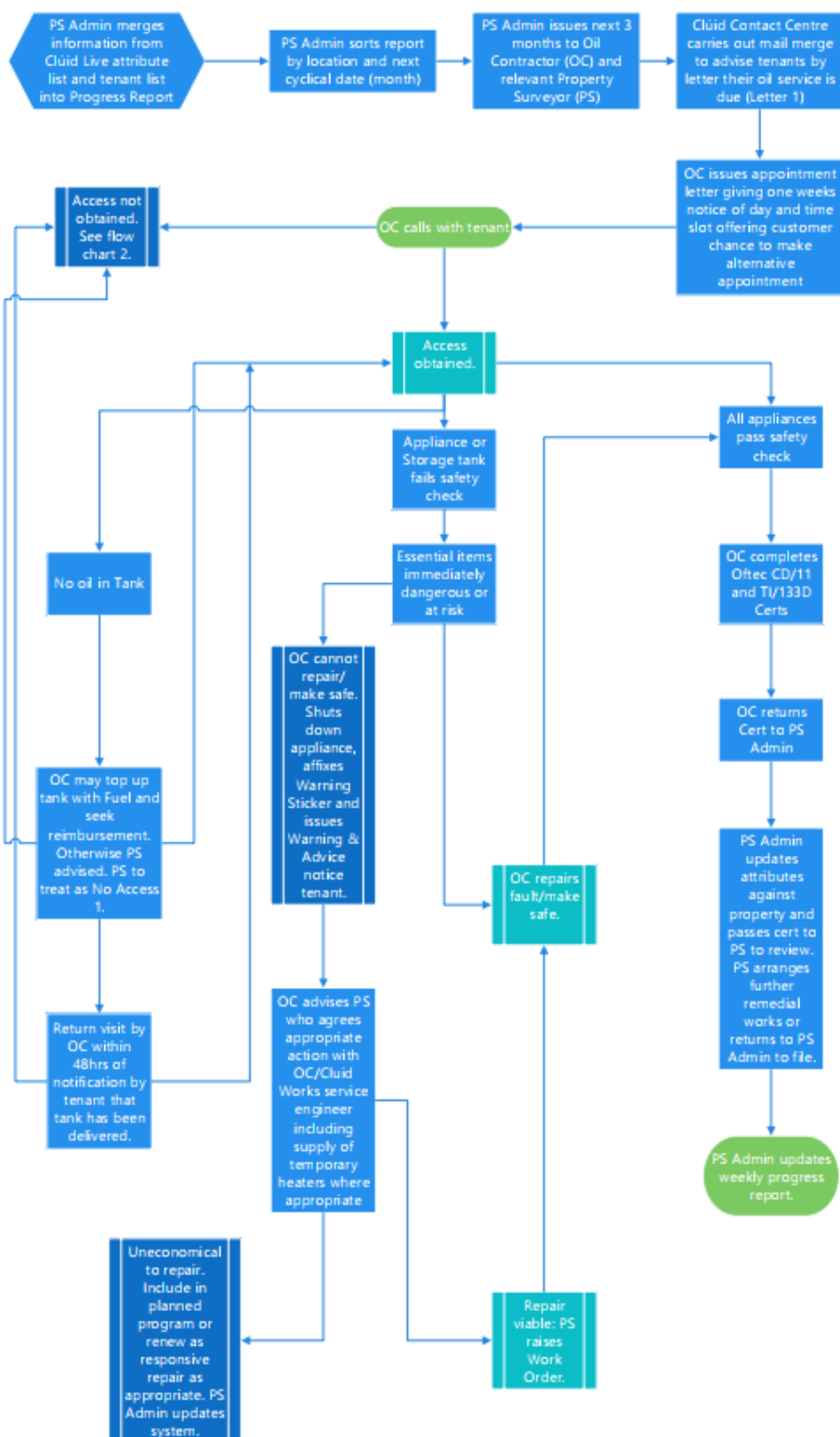
All personal data given to the contractor for the safe execution of these works are to be treated as Confidential Information and kept securely. Any personal data must not be shared with any other person or organisation without the expressed written authorisation of Clúid Housing and all such information shall be destroyed before payment of the final invoice and signed confirmation of this shall accompany the final invoice. Under GDPR, a written agreement setting out the obligations as a data processor on behalf of Clúid Housing must be entered into between the parties. This agreement will form part of the terms and conditions of any Letter of Engagement or Contract for Services and will be accompanied by a copy of the Data Processing Agreement.

4.0 Review

4.1 This procedure will be reviewed no later than two years from the date of its approval by the PSLT unless operational experience, feedback from our tenants, good management practice or changes in legislation dictate that earlier amendment is necessary.

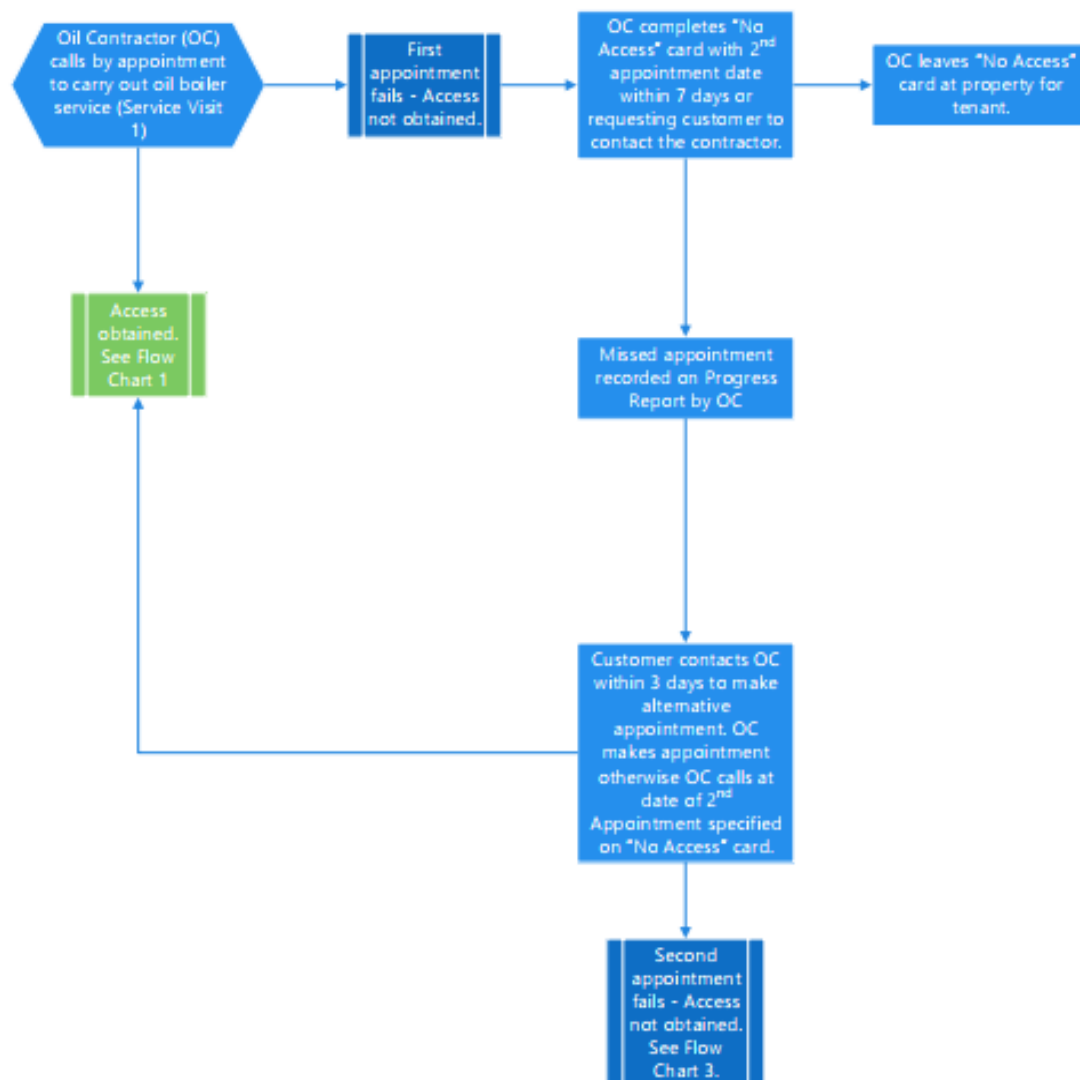


Appendix 1 – Oil Service Flow Chart 1

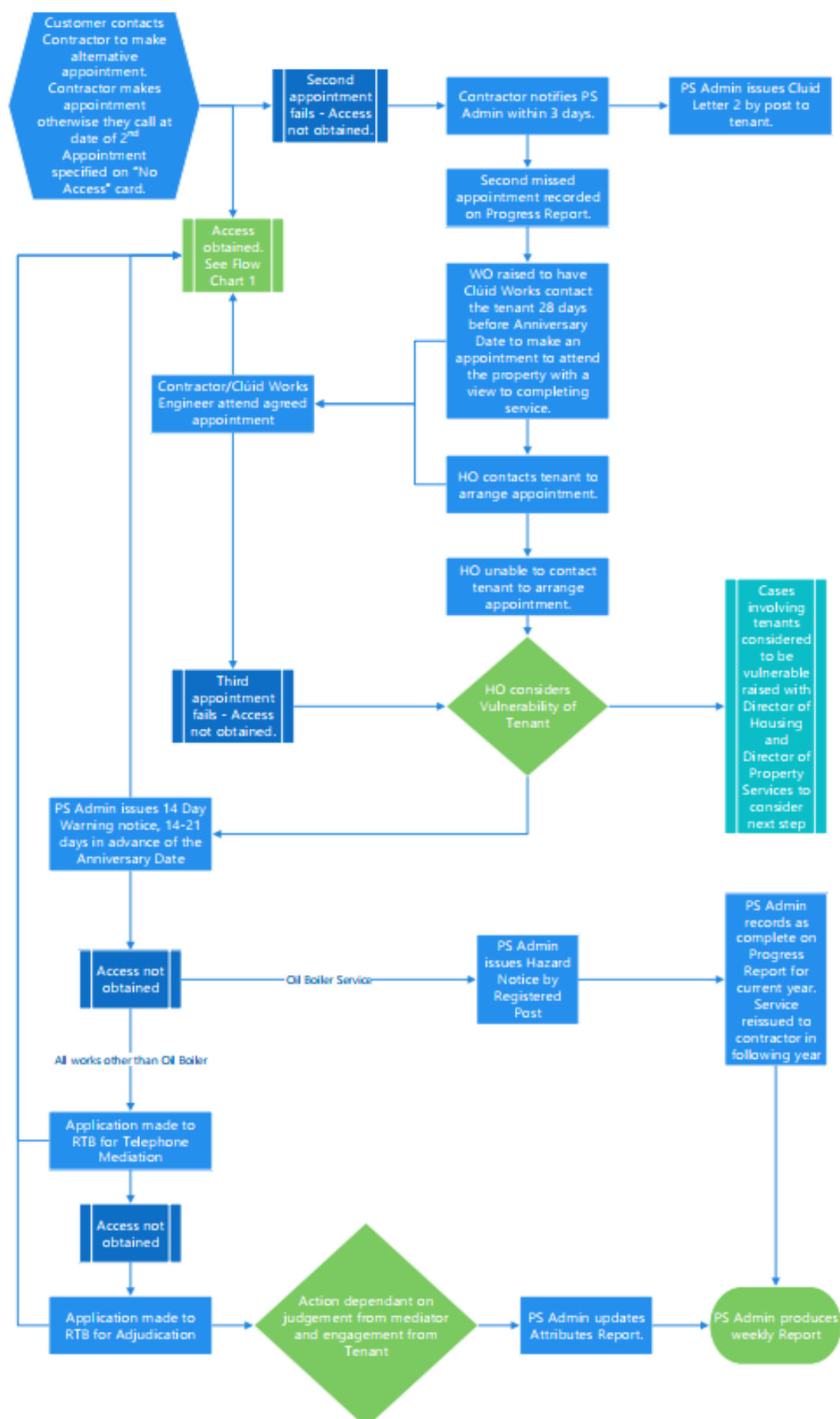


Appendix 1 – Oil Service Flow Chart 2

First Appointment – No Access



Appendix 1 – Scheduled Works Access Flow Chart 3 Second Appointment – No Access



Appendix 2 – Clúid Letter 1 – Letter from Contact Centre to Tenant

159-161 Sheriff Street Upper
Dublin D01 R8N0
Ireland

T 01 707 2088
E cluid@cluid.ie
W www.cluid.ie



Name of Tenant

Address 1

Address 2

Town

City

00 Month 2019

Dear ,

Our contractor, ABC Heating and Plumbing is due to start annual boiler servicing on your estate. They will contact you directly to arrange a time and day for access.

This service is essential to ensure your appliance is working correctly, is efficient and does not pose a hazard to occupants or visitors to your home. This service is Free of Charge.

As part of your Clúid Housing Tenancy Agreement, you must allow our employees and contractors into your home to service appliances such as boilers.

If you have a pay as you go gas meter please have it topped up.

If you have Oil heating, please ensure there is an adequate amount of Kerosene available to carry out the service.

Any queries please do not hesitate to contact us on 01 7072088.

Yours Sincerely,

Clúid Housing

Chair: Fiona Barron. Vice-Chair: Avril McDermott. Treasurer: Noel Beecher. Directors: Michael Cleary, Enda Cunningham, Anthony Kerr, Paul McGee, Harry McIntyre, Paul Mooney, David Mullins, Graeme O'Boyle & Aidan O'Hogain.
Company Secretary: Cathal Callan. Clúid Housing is a registered business name of Clúid Housing Association (registered business number 526122).
Clúid Housing Association is a private company limited by guarantee with a registered office at 159 - 161 Sheriff Street Upper, Dublin D01 R8N0.
Company number: 212249. Registered charity number: 20029975.



ABC Plumbing and Heating

Safety Inspection and Service

On behalf of Clúid Housing, we will be calling to carry out a Service and Safety Inspection on your Gas/Oil Central Heating. This Annual Service is free of Charge.

Service and Safety Inspection on:

DAY: Thurs Date: 15th of February, 2018

Should you require an AM or PM appointment or if this date is inconvenient and you wish to re-book the appointment, please contact our planning department:

Lo-call 01 123 4567

Or Text 087 123 4567

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housing



ABC Plumbing and Heating

Sorry, we missed you

On behalf of Clúid Housing, we called Today to carry out a Service and Safety Inspection on your Gas/Oil Central Heating. This Annual Service is free of Charge.

We will return on:

DATE: Time:

If this date is inconvenient and you wish to re-book the appointment, please contact our planning department:

Lo-call 01 123 4567

Or Text 087 123 4567

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Appendix 5 – Clúid Access Warning Letter

159-161 Sheriff Street Upper
Dublin D01 R8N0
Ireland

T 01 707 2088
E cluid@cluid.ie
W www.cluid.ie



Name
Address 1
Address 2
Town
City

30th January 2018

VERY IMPORTANT – IMMEDIATE ACTION REQUIRED

Dear (),

Clúid or our appointed Boiler Servicing contractor have made a minimum of three attempts to contact you to arrange the annual oil appliance service. This service is essential to ensure your appliance is working correctly, is efficient and does not pose a hazard to occupants or visitors to your home. This service is Free of Charge.

As part of your Clúid Housing Tenancy Agreement, you must allow our employees and contractors into your home to service appliances such as boilers.

ACTION REQUIRED:

TELEPHONE CLUID ON 01 7072088 (Line 1) IMMEDIATELY TO ARRANGE ACCESS

If we are unable to access your home to verify the safety of the oil appliance all costs incurred pursuing further appointments may be charged to you.

Yours sincerely,

Trevor Hammond,
Servicing and Compliance Manager

Chair: Fiona Barron. Vice-Chair: Avril McDermott. Treasurer: Noel Beecher. Directors: Michael Cleary, Enda Cunningham, Anthony Kerr, Paul McGee, Harry McIntyre, Paul Mooney, David Mullins, Graíne O'Boyle & Aidan O'Sullivan.
Company Secretary: Cathal Callan. Clúid Housing is a registered business name of Clúid Housing Association (registered business number 526122).
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Company number: 212249. Registered charity number: 20029975.



Appendix 6 – Clúid 14 Day Notice Letter

159-161 Sheriff Street Upper T 01 707 2088
Dublin D01 R8N0 E cluid@cluid.ie
Ireland W www.cluid.ie



Name
Address Line 1
Address Line 2
Address Line 3
Address Line 4

24th May 2021

VERY IMPORTANT – IMMEDIATE ACTION REQUIRED BREACH OF TENANCY AGREEMENT

Dear Sir/Madam,

As tenants of Clúid Housing you are in breach of your tenancy obligations by failing to allow our appointed oil service contractor access to the dwelling for the purposes of an annual oil appliance service. This service is essential to ensure your appliance is working correctly, is efficient and does not pose a hazard to occupants or visitors to your home. This service is Free of Charge.

As of today, 24th May 2021, you have failed to respond to two requests for access, at a time convenient to you, for the purpose of gas appliance inspection dated the 23/03/2021, 14/04/2021 and 26/04/2021.

By this notice, Clúid Housing give you a period of **14 days** to remedy the breach of your tenancy obligations.

ACTION REQUIRED: **TELEPHONE CLÚID WORKS (Line 1) ON 01 707 2088 IMMEDIATELY TO ARRANGE ACCESS**

Should you fail to remedy the breach within this period, I am entitled to terminate your tenancy pursuant to Part 5 of the Residential Tenancies Act 2004-2015.

This notice is served on 24-05-21.

Yours sincerely,
Trevor Hammond
Servicing & Compliance Manager
Clúid Housing Association

Chair: Fiona Barron. Vice-Chair: Mark Shakespeare. Directors: Michael Cleary, Enda Cunningham, John-Mark McCafferty, Paul Mooney, David Mullins, Aidan O'Sullivan, Kathi O'Sullivan.
Company Secretary: Eibhlín O'Connor. Clúid Housing is a registered business name of Clúid Housing Association (registered business number 526122). Clúid Housing Association is a private company limited by guarantee with a registered office at 159 - 161 Sheriff Street Upper, Dublin D01 R8N0. Company number: 212249. Registered charity number: 20029975.



Appendix 7 – Clúid Hazard Notice

159-161 Sheriff Street Upper T 01 707 2088
Dublin D01 R8N0 E cluid@cluid.ie
Ireland W www.cluid.ie



Name
Address 1
Address 2
Town
City

11th November, 2019

HAZARD NOTICE

Dear Sir / Madam

As part of your Clúid Housing Tenancy Agreement, you must allow our employees and contractors into your home to service appliances and have a sufficient amount of fuel to run the appliance.

You have either failed to permit access to complete the necessary maintenance to the Oil Boiler in your home or have not had an adequate amount of oil to allow the boiler to be run.

YOUR BOILER HAS NOT HAD A SAFETY INSPECTION AND MAY BE UNSAFE TO USE.

IF YOU ARE USING THE BOILER YOU MUST CONTACT CLUID WORKS ON 01 7072088 TO ARRANGE ACCESS TO CARRY OUT A SAFETY INSPECTION.

YOU MUST HAVE ENOUGH OIL WHEN THE ENGINEER VISITS TO ALLOW A SAFETY INSPECTION TO BE CARRIED OUT.

Yours sincerely,

Trevor Hammond,
Servicing and Compliance Manager

Chair: Fiona Barron. Vice-Chair: Avril McDermott. Treasurer: Noel Beecher. Directors: Michael Cleary, Enda Cunningham, Anthony Kerr, Paul McGee, Harry McIntyre, Paul Mooney, David Mullins, Graeme O'Boyle & Aidan O'Donoghue.
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