

# ACCESS FOR EMERGENCIES, SAFETY OR WELFARE POLICY

May 2025

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# 1 Introduction

- 1.1 This policy outlines our approach to obtaining access to Haringey Council tenanted and leaseholder homes (including gardens and other outside areas), garages and the communal parts and or other areas that are not part of the residents home (e.g. riser cupboards, communal lofts) in our buildings.
- 1.2 It covers:
- When we may need to access
  - Responsibilities
  - What we will do when access is not provided.
- 1.2 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.
- 1.3 When we use the terms 'we', 'our', and 'us' in this policy we mean Haringey Council.
- 1.4 This policy applies to people living in our council homes who rent on a secure or Introductory tenancy, occupy as leaseholders from the Council or in council managed Sheltered housing for over 50-year-olds who are provided with support to remain independent.
- 1.5 The tenancy and lease agreement set out reasons why we may need to enter properties. It also gives us a contractual right to access the property and provides clear instructions as to when you must provide access.
- 1.6 The agreements also make it clear that refusing access will be a breach of tenancy, which could lead to legal action if tenants or leaseholders do not comply with our reasonable access requests. This policy works alongside the tenancy and lease agreements in place already and does not alter these.

## 2 Definitions

**An Injunction** is a court order issued against a particular person or group of people requiring them to do something or prohibiting them from doing something - in this instance to require them to allow the Council access.

**Committal proceedings** are proceedings taken to enforce an Injunction (qv) where the person against whom it has been made does not obey it. It is an application to commit the person to prison.

**Possession of your home** is when the Council seeks from a Court the right to evict you for failing to comply with the term(s) of your tenancy agreement. This will ultimately leave you homeless.

**Notice of Seeking Possession** is a legal notice that is given to a tenant stating that the landlord intends to take back the property because the tenancy conditions have been breached. This is a warning to tenants that the landlord intends to go to court to seek an eviction order. The time span between the notice date and referral to court is usually 28 days.

**Tenancy Agreement** is a contract between a landlord and a tenant that states their expectations and rights. The tenancy may allow someone more than they are legally entitled to, but never less than what the law permits them. There are several types of Tenancy Agreement.

### 3 When we may need to access

- 3.1 We may need access to a tenant's home for lots of reasons, including:
- To respond to an emergency or other health and safety risks
  - To undertake our obligations regarding compliance, building or fire safety
  - To inspect the condition of the property
  - To carry out servicing or a repair
  - To carry out a structural survey
  - To investigate a possible breach of tenancy.
- 3.2 When access is required, we will make all reasonable attempts to contact the tenant first, including contacting their family and other people they know who may or may not live with them. For leaseholders, we will also contact the tenant's landlord in the event of the property being sub-let. We will communicate in plain English with a simple, accessible and jargon-free style and ensure that translation and interpretation is provided where possible/when necessary.
- 3.3 However, there may be urgent situations where we will be unable to let the tenant know in advance.
- 3.3 We will cooperate where access to a property may need to be arranged for or alongside other key agencies and partners, including where there is risk to life, and Safeguarding issues. We expect our tenants and leaseholders to cooperate in such cases. Examples of such partnership work may include:
- Police
  - London Fire Brigade
  - NHS
  - Social Care
  - Health and Safety Executive
  - Building Control
  - Environmental Health

### 4 Tenant's and leaseholders responsibilities

- 4.1 Individual tenancy agreements and leases detail the tenant's and leaseholders rights and responsibilities in relation to providing access to their home.
- 4.2 Tenants and leaseholders must allow us, or our contractors into their home when we request it or, if they request a repair or inspection. Identification will always be shown when we or our representatives visit.
- 4.3 In line with the Tenancy Agreement, we will provide tenants with reasonable notice that we require access into their home. Normally, this will not be less than 24 hours' written notice unless we need access in response to a request from the tenant in which case it may be less. In an emergency, we may not be able to give them notice. For leaseholders, we are required to provide 48 hours written notice, except in an emergency.

- 4.3 Tenants and leaseholders are asked to let us know how they prefer to be contacted and if they have any support or communication needs, so we can help and to let us know if someone else can provide access on their behalf.

## 5 Action we will take against tenants when access is not allowed

- 5.1 Most tenants and leaseholders allow access to their homes when required. If they do not allow us access, they may be in breach of their tenancy, and we may take legal action.
- 5.2 If they refuse access after reasonable requests, we:
- may ask the court for an injunction to allow us access into the property and the tenant to pay our legal fees.
  - may serve a Notice of Seeking Possession letting you know of our intention to seek possession of your home.
  - may obtain a warrant of entry from the Magistrates Court
- 5.3 If a tenant continues to refuse reasonable access, we may apply to the court for possession of your home. This action will only be taken as a last resort. We may take this decision if the tenant:
- Has not responded to our requests for access and contact requests, or
  - Does not allow us access after the Court has given us an injunction, or
  - Routinely fails to give us access.
  - Does not allow us access to communal parts and or other areas that are not part of the residents home (e.g. riser cupboards, communal lofts) in our buildings
  - Does not allow us access to their garage or pram store where we have reasonable concerns such as but not limited to storage of dangerous or illegal substances.
- 5.4 Where we have reasons to believe that tenancy fraud such as sub-letting is taking place and the tenant does not allow access, we will seek to pursue enforcement action.
- 5.5 In very serious cases where we have an injunction, and the tenant still does not allow access, we may issue committal proceedings which could lead to a fine or imprisonment.
- 5.6 In line with the Tenancy Agreement, where a reasonable request for access has been made, and where access has been withheld or obstructed. Tenants must pay us the reasonable costs of gaining entry to a property including the reasonable costs of court proceedings if they are necessary.

## 6 When we will enter a tenant's home without their permission

6.1 We will only enter a tenant or leaseholder's home or other property e.g. garages without their permission and without notice in exceptional circumstances as outlined in the tenancy agreement or lease, for example, where:

- There is an emergency.
- We have identified a serious health and safety risk to the occupants and others.
- 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.

6.2 Examples of exceptional circumstances can include, but are not limited to:

- A water leak and the tenant or leaseholder are not contactable and there is no one else who can allow us access.
- An expired gas certificate and the tenant is not contactable and there is no one else who can allow us access.
- Where the tenant has repeatedly failed to respond to attempts to contact them and there is a serious concern for their welfare

6.3 In an emergency, for example a suspected gas leak or structural concerns, we will not enter. We will immediately contact the relevant emergency services and utility company.

6.4 If there is any possibility an occupant could be ill, a suspected threat to life, has died and or engaged in illegal activity, we will contact the police and ask them to enter the property with us.

6.5 We will only enter without the tenant's permission as a last resort. The decision must be authorised by an Assistant Director of Housing services or Head of Service. We will always leave the property secure with contact details to advise of any replacement keys or further information.

6.6 If an emergency arises out-of-hours, the Out-of-Hours (OOH) Manager (e.g., for Repairs) will decide whether we should enter the property. Our OOH 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 Links to other policies and strategies

7.1 This policy links to and should be read together with the following Haringey Council policies and strategies:

- [Asbestos Safety Policy](#)
- [Building Safety Strategy 2024 - 2028](#)
- Clear Communal Areas Policy
- [Corporate Health, Safety and Wellbeing Statement and Policy](#)
- [Electrical Safety Policy](#)
- [Fire and Structural Safety Policy](#)
- [Lift Safety Policy](#)
- [Responsive Repairs Policy](#)
- [Safeguarding council tenants and leaseholders policy](#)
- [Vulnerable tenants and leaseholders policy](#)
- [Water Hygiene Policy](#)

## 8 Resident co-design and engagement

### **When did you discuss development of this policy with residents?**

The policy was reviewed at a meeting of the Resident Voice Board in February 2025.

### **What did they tell you?**

The Board recommended changing the title of the policy from 'Access Policy'. They suggested it should be changed better reflect what the purpose of the policy was, which was about gaining access to tenant and leaseholders homes or communal areas for either emergency, safety or welfare reasons.

### **How has what residents told us informed development of this policy?**

The policy has been renamed the 'Access for Emergency, Safety or Welfare Policy' in response to this feedback.

## 9 Equalities

The Council has a Public Sector Equality Duty (PSED) under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.
- Advance equality of opportunity between people who share protected characteristics and people who do not.
- Foster good relations between people who share those characteristics and people who do not.

The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex, and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.

The access policy makes no changes to operational practices. There are no known equality issues with current provision, and it is not anticipated that there will be disproportionate impacts on any protected characteristics, disadvantaged communities or vulnerable residents.

## 10 Reviewing the policy

We will review this policy every three years with the next review due in May 2028 unless earlier events or legislation require an earlier update to this policy.