



Access Policy

1.0 Introduction

- 1.1 This Policy outlines our approach to obtaining access to your home (including gardens and other outside areas). It covers:
- When we may need to access your home
 - Responsibilities
 - What we'll do if you do not allow us access.
- 1.2 This Policy doesn't cover obtaining access to homes as part of the repossession process, nor where we consider a home has been abandoned.
- 1.3 This Policy mainly applies to rented homes where we have landlord responsibility¹. Where we need to gain access to a home owned on a shared ownership or other long lease, we'll use this Policy as a guide. This is because we may have particular or special conditions in the lease.
- 1.4 When we use 'you' and 'your', we mean residents. The terms 'we', 'our', and 'us' mean Southern Housing and our representatives.

2.0 When we may need to access your home

- 2.1 We may need access to your home for lots of reasons, including:
- 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
 - To inspect the condition of your home so we ensure it continues to meet the required standards and identify any investment needed
 - To carry out servicing, improvements, or a repair
 - To investigate a possible breach of tenancy
 - Welfare check.
- 2.2 If we need to access your home, we'll make three attempts to contact you first. This may include contacting your next of kin or other household members (anyone listed on your tenancy file).

¹ This includes general needs, intermediate rent, market rent, independent living, Triathlon Homes, cooperatives and shortlife homes, Spruce Homes, student and keyworker homes, homes we manage on behalf of another landlord (subject to the obligations set out in the management agreement)

2.3 In an emergency, we may be unable to let you know in advance (see [section 5](#)).

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

3.0 Your responsibilities

3.1 Individual occupancy agreements (including leases) will detail your rights and responsibilities in relation to providing access to your home.

3.2 You must allow us, or our contractors, into your home when we request it by pre-booked appointment or if you've booked an appointment for a repair or inspection. We'll always show identification when visiting you at home.

3.3 We will contact you in the best way for you. It's important you make us aware if you or anyone in your household have any vulnerabilities, so we can discuss any reasonable adjustments that may be needed. And to 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 18 or over.

4.0 What we will do if you don't allow us access

4.1 Most residents allow access to their homes when required. If you don't allow us access, you may be in breach of your occupancy agreement, and we may take legal action.

We consider it a refusal if you don't allow us access at a pre-scheduled appointment.

4.2 If you refuse access after reasonable requests or there are repeat incidents of refusing access, we may:

- Ask the court for an injunction (an order compelling you) to allow us access into your home; we will also ask the court to say you must pay our legal fees and contractor recharge costs
- If you have repeatedly refused access, ask the court to grant an injunction to last the life of your tenancy to allow us ongoing access for a specific reason e.g. gas safety
- Take action to recover possession of your home if you don't allow us access.

4.3 If your annual gas safety check or boiler service (where applicable) is overdue and you have not provided access, and you have an external gas meter, we may limit or cap off your gas supply; we'll follow our [Gas Safety Policy](#).

5.0 When we will enter the home without your permission

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

- a. We have identified a serious health and safety risk to the occupants and others

- b. A safeguarding or welfare concern has been raised, and occupants are not responding to contact
- c. There's a biohazard causing risk to occupants and others e.g. sewage
- d. There is likely to be damage to the building if immediate action is not taken
- e. There is an immediate concern for the wellbeing of someone in the home
- f. You have breached an injunction, and the terms allow us to gain entry.

5.2 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.

5.3 If there's any possibility an occupant could be needing medical assistance or has died, we will contact the emergency services and ask them to enter the property with us.

5.4 We will only enter without your permission as a last resort.

5.4.1 In some homes (e.g. independent living or student 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.

5.5 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.

5.5.1 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.

5.6 If an emergency arises out of hours, an Out of Hours (OOH) Manager will decide whether we should enter the home. OOH colleagues on duty should only attend a property in exceptional circumstances subject to an appropriate risk assessment.

6.0 What we've done to ensure this Policy is fair

6.1 We've carried out an Equality Impact Assessment to consider the positive and negative impacts this Policy may have on people with protected characteristics under the [Equality Act 2010](#).

6.2 We recognise some residents may need adjustments due to a language barrier, disability, cultural need, or vulnerability. In these circumstances, in line with our [Reasonable Adjustments & Vulnerable Needs 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.

6.3 We aspire to embed diversity and inclusion within the culture of our business activities.

7.0 Review

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

Policy controls

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