
STATUTORY INSTRUMENTS

1996 No. 550

The Gas Safety (Installation and Use) (Amendment) Regulations 1996

Amendment of the Gas Safety (Installation and Use) Regulations 1994

21. Regulation 35 of the 1994 Regulations shall be deleted and the following substituted—

“Maintenance

35. It shall be the duty of every employer or self-employed person to ensure that any gas appliance or installation pipework installed at any place of work under his control is maintained in a safe condition so as to prevent risk of injury to any person.

Duties of Landlords

35A.—(1) In this regulation—

“landlord” means—

- (a) in England and Wales—
 - (i) where the relevant premises are occupied under a lease, the person for the time being entitled to the reversion expectant on that lease or who, apart from any statutory tenancy, would be entitled to possession of the premises; and
 - (ii) where the relevant premises are occupied under a licence, the licensor, save that where the licensor is himself a tenant in respect of those premises, it means the person referred to in sub-paragraph (i) above;
- (b) in Scotland, the person for the time being entitled to the landlord’s interest under a lease.

“lease” means—

- (a) a lease for a term of less than 7 years; and
- (b) a tenancy for a periodic term; and
- (c) any statutory tenancy arising out of a lease or tenancy referred to in sub-paragraphs (a) or (b) above,

and in determining whether a lease is one which falls within sub-paragraph (a) above—

- (i) in England and Wales, any part of the term which falls before the grant shall be left out of account and the lease shall be treated as a lease for a term commencing with the grant;
- (ii) a lease which is determinable at the option of the lessor before the expiration of 7 years from the commencement of the term shall be treated as a lease for a term of less than 7 years;

(iii) a lease (other than a lease to which sub-paragraph (b) above applies) shall not be treated as a lease for a term of less than 7 years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to 7 years or more; and

(iv) a “lease” does not include a mortgage term;

“relevant gas fitting” means—

(a) any gas appliance (other than an appliance which the tenant is entitled to remove from the relevant premises) or any installation pipework installed in any relevant premises; and

(b) any gas appliance or installation pipework which, directly or indirectly, serves the relevant premises and which either—

(i) is installed in any part of premises in which the landlord has an estate or interest; or

(ii) is owned by the landlord or is under his control;

“relevant premises” means premises or any part of premises occupied, whether exclusively or not, for residential purposes (such occupation being in consideration of money or money’s worth) under—

(a) a lease; or

(b) a licence;

“statutory tenancy” means—

(a) in England and Wales, a statutory tenancy within the meaning of the Rent Act 1977⁽¹⁾ and the Rent (Agriculture) Act 1976⁽²⁾; and

(b) in Scotland, a statutory tenancy within the meaning of the Rent (Scotland) Act 1984⁽³⁾, a statutory assured tenancy within the meaning of the Housing (Scotland) Act 1983⁽⁴⁾ or a secure tenancy within the meaning of the Housing (Scotland) Act 1987⁽⁵⁾;

“tenant” means a person who occupies relevant premises being—

(a) in England and Wales—

(i) where the relevant premises are so occupied under a lease, the person for the time being entitled to the term of that lease; and

(ii) where the relevant premises are so occupied under a licence, the licensee;

(b) in Scotland, the person for the time being entitled to the tenant’s interest under a lease.

(2) Every landlord shall ensure that there is maintained in a safe condition—

(a) any relevant gas fitting; and

(b) any flue which serves any relevant gas fitting,

so as to prevent the risk of injury to any person in lawful occupation of relevant premises.

(3) Without prejudice to the generality of paragraph (2) above, a landlord shall—

(a) ensure that each appliance to which that duty extends is checked for safety at intervals of not more than 12 months; and

(1) 1977 c. 42.
(2) 1976 c. 80.
(3) 1984 c. 58.
(4) 1983 c. 43.
(5) 1987 c. 26.

(b) keep a record in respect of the appliances to which that duty extends of the dates of inspection, the defects identified and any remedial action taken.

(4) Every landlord shall ensure that any work in relation to a relevant gas fitting or any check of a gas appliance carried out pursuant to paragraphs (2) or (3) above is carried out by, or by an employee of, a member of a class of persons approved for the time being by the Health and Safety Executive for the purposes of regulation 3(3) of these Regulations.

(5) The record referred to in paragraph (3)(b) above shall be made available upon request and upon reasonable notice for the inspection of any person in lawful occupation of relevant premises who may be affected by the use or operation of any appliance to which the record relates.

(6) A safety check carried out pursuant to paragraph (3)(a) above shall include, but shall not be limited to, an examination of the matters referred to in sub-paragraphs (a) to (d) of regulation 26(9) of these Regulations.

(7) Nothing done or agreed to be done by a tenant of relevant premises or by any other person in lawful occupation of them in relation to the maintenance or checking of a relevant gas fitting or flue in the premises shall be taken into account in determining whether a landlord has discharged his obligations under this regulations (except in so far as it relates to access to that gas fitting or flue for the purposes of such maintenance or checking).”.