

## Damp and Mould Policy

### Version control

Avoid referring to printed versions of this document. Printed versions may be out of date.

<b>Owner/responsibility for compliance</b>		Head of Housing Technical Services	
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1.1	September 2024	Cabinet	New policy
1.2	March 2026	Cabinet	Updated in line with Awaab's Law

## 1 Introduction

- 1.1 This policy is to support the Council in its function as a landlord to provide effective housing management.
- 1.2 This policy outlines the Council's approach to reports and incidents of damp and mould within our housing stock.
- 1.3 The Council has adopted a zero-tolerance approach to damp and mould; Damp and mould are treated as urgent housing quality failures, not lifestyle issues. Tenants will never be blamed for damp or mould unless clear evidence of deliberate misuse exists.
- 1.4 In developing this policy residents' and partnering agencies' views and feedback have been considered. An Equalities Impact Assessment has been carried out.

## 2 Aims/objectives

- 2.1 This policy has been written to ensure that wherever possible, tenants and their families are not adversely affected by the causes of damp and mould and drives forward an agenda of proactive action to tackle and manage the causes of damp and mould.
- 2.2 Everyone is vulnerable to the health impacts of damp and mould, but people with certain health conditions, children, and older adults, are at greater risk of more severe health impacts.
- 2.3 Damp and mould primarily affect the airways and lungs, but they can also affect the eyes and skin. The respiratory effects of damp and mould can cause illness although it is not only physical ailments which exposure to damp and mould can onset but the presence of damp and mould can also affect tenants' mental health.
- 2.4 This policy aims to support the Council to:
  - Ensure that, wherever possible, tenants and their families are not adversely

affected by the causes of damp and mould

- Ensure full compliance with Awaab's Law.
- Provide a consistent, transparent, and accountable process for managing damp and mould.
- Ensure all colleagues and contractors understand their responsibilities and follow standardised procedures.
- Diagnose and address root causes such as structural defects, building fabric repairs, poor ventilation and heating system issues.
- Reduce recurrence through preventative maintenance.
- Use data and technology to identify high-risk properties and intervene early.
- Ensure that all reports of damp, mould and condensation are investigated to provide safe homes, whilst we work to prevent re-occurrence.
- Ensure that tenants with certain health conditions, children, and older adults who are at a greater risk of severe health impacts are prioritised.
- Ensuring that tenants reporting damp, mould and condensation are communicated with regularly and engaged with by trained staff to assist reduce and eliminate hazards from their homes.

### 3 Definitions

3.1 For the purpose of providing clarity to this policy, the following definitions apply:

- **Rising damp** is characterised by a tide mark on ground floor walls, often accompanied by salt deposits ('efflorescence'), rising damp is caused by the movement of moisture from the ground, rising up through the structure of the building through capillary action.
- **Penetrating damp** is water penetrating the external structure of the building causing damp, rot and damage to internal surfaces and structure. For example, roof leaks, gutter leaks, water ingress through poor pointing or render, bridged damp proof courses or storm water flooding.
- **Traumatic damp** is water leaking into the property through the roof or from any parts of the plumbing, heating or drainage system, aboveground or underground
- **Condensation** occurs when an imbalance of heating, moisture and ventilation leads to airborne moisture condensing and settling on cooler surfaces as water.
- **Relevant Safety Work** is work carried out after an investigation has been completed to remove hazards from a home to ensure it is safe. There are 2 priorities for this work Emergency (complete within 24 hours) and Significant (complete within 5 working days).
- **Supplementary Preventative work** is work completed after an investigation to prevent re-occurrence.
- **As Built Defect** is a building defect which met building regulations at the time of construction but would fail to meet modern building standards today. Common examples include single skin walls, rat-trap bond walls, cold bridge details, ground levels within 150mm of damp proof course, lack of damp proof course or lack of damp proof membrane.

- **Humidity** (relative humidity (RH)) - is a measure of the water vapour content of air, expressed as a percentage (%RH). RH is strongly proportional to temperature and highly sensitive to temperature changes.
- **Excess humidity** for the purpose of management of damp and mould, excess humidity is where RH indoors exceeds or is likely to exceed 70%. Indoor humidity at this level is harmful to respiratory health and can lead to the formation of mould in homes.
- **Moisture producing room/ wet room** is a room in which moisture is created through use of appliances, for example kitchens, bathrooms and shower rooms.
- **Habitable room** is a room that is utilised for dwelling purposes e.g. living, eating, sleeping. The Council has a responsibility to ensure that habitable rooms are capable of being free from damp and mould. Rooms not forming part of the habitable property include garages, external stores, sheds, former coal stores and external WCs. These rooms are often unheated and uninsulated, so can be prone to condensation mould if they are not well ventilated.
- **Complex case:** A case requiring specialist diagnostics, multi-agency involvement, or major structural works.

## 4 Legislation

4.1 The following legislation informs the Council's response to damp and mould:

- Awaab's Law.
- Landlord and Tenant Act 1985.
- Defective Premises Act 1972.
- The Regulator of Social Housings Consumer Standards.
- Home Standard – Inc. Decent Homes Standard.
- Homes (Fitness for Human Habitation) Act 2018.
- Housing Act 2004 - Housing Health and Safety Recording System.
- The Health and Safety at Work etc. Act 1974.
- The Control of Substances Hazardous to Health Regulations 2002.
- The Management of Health and Safety at Work Regulations 1999.
- The Construction Design and Management Regulations 2015.
- Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
- The Housing Health and Safety Rating System (HHSRS).
- Disability Discriminations Act 2005.
- The Equality Act 2010.

## 5 Scope

5.1 This policy applies to:

- All tenancies granted by the council.
- All tenants, licensees, and lawful occupants.
- All colleagues, contractors, and agents acting on behalf of the council.
- All communal areas where damp or mould may affect residents.

- Temporary accommodation and emergency placements.
- Leasehold properties where the council retains repair responsibilities.

## **6 Methods of reporting**

- 6.1 Tenants may report damp, mould or condensation through:
- Customer Service telephone line (including out-of-hours).
  - Online reporting form, on our website.
  - Email to the property condition team.
  - In-person at housing offices or community hubs.
  - Through a housing officer during routine visits.
  - Via third-party advocates (support workers, carers, councillors).
  - Reports from contractors or staff who observe issues during unrelated visits.
  - Leasehold properties where the council retains repair responsibilities.
- 6.2 All reports are triaged and reviewed by the Property Condition Team. Appointments are then arranged for dependant on the triage out.

## **7 Triage**

- 7.1 Upon receiving a report of damp, mould or condensation our colleagues will ensure that a triage form is completed to determine the risk to health.
- 7.2 The completed forms are assessed against a risk matrix to determine the priority outcome of the triage. There are 2 possible outcomes:
- Potential Emergency Hazard (Investigation within 24 hours).
  - Potential Significant Hazard (Investigation within 14 days).

## **8 Investigations**

- 8.1 The Council is committed to completing investigations within the timescales established by Awaab's Law.
- 8.2 Investigations can be carried out by either specialist Surveyors or trained Officers.
- 8.3 Tenants must provide access so early diagnosis, safety work and supplementary preventative work can be undertaken.
- 8.4 Investigations are essential to understand the health risk posed within the home and to arrange the necessary safety works (mould cleans) to ensure tenants are safe.
- 8.5 Our approach to investigations is "Fabric First"; to look for building failings that may be causing or exacerbating issues with damp, mould and condensation within the home. This approach ensures we focus on correct diagnosis of the underlying issues, so works can be arranged to prevent re-occurrence.
- 8.6 During Investigations we may use anemometers, moisture meter readings and thermal images to assist with diagnosis.

8.7 It may be necessary to complete further investigation visits if the issues in the home persist, we may also need to arrange for specialist surveys to be completed if the issue is complex. This may include but is not limited to - CCTV inspection of the drainage, drone inspections of the roof, or specialist structural surveys.

## 9 Investigation outcomes

9.1 We use four different categories of investigation outcome:

- **Emergency Hazard** – On review of the hazards identified, and the health concerns of the tenants it has been determined that the hazard constitutes an imminent and significant risk of harm to the health and safety of the tenants at the property.
- **Significant Hazard** – On review of the hazards identified, and the health concerns of the tenants it has been determined that the hazard constitutes a significant risk to the health and safety of the tenants at the property.
- **No Hazard** – Either no hazards have been identified or the hazards identified do not constitute a risk to the health and safety of the tenants, when reviewed against the health concerns of the tenants. In these instances, we will continue to carry out safety works and preventative works but these will not be measured against the timeframes set out in Awaab's Law.
- **Out of scope** – Hazards have been identified however it has been noted that the actions of the tenant mean the investigation is outside the scope of Awaab's Law. This could be due to the tenant either breaking something on purpose, blocking vents or changing fixtures without permission. In these instances, we will continue to carry out safety works and preventative works but these will not be measured against the timeframes set out in Awaab's Law.

## 10 Relevant safety work

10.1 If an investigation outcome is emergency or significant Relevant Safety Work must be arranged to remove the hazard from the home. Emergency hazards must be removed within 24 hours, whilst significant hazards will be removed as soon as possible and within 5 working days.

10.2 If an emergency hazard has been identified in the home and it cannot be resolved within the 24-hour service level agreement; we may offer suitable alternative accommodation until the risk to health and safety has been removed.

10.3 Depending on the type of hazard identified it may be necessary to carry out temporary repairs to ensure the home is safe. For example, issuing electric heaters if the boiler is not working.

10.4 If the hazard is prevalent mould within a property, the relevant safety work will be to clean and treat the areas affected to remove the risk of ill health to the occupants

## 11 Supplementary preventative work

- 11.1 Supplementary preventative works are raised to prevent recurrence; these works are raised from the diagnosis and aim to resolve the underlying issue.
- 11.2 We may instruct the installation of smart technology like humidity and temperature sensors, data loggers for ventilation systems to aid in ongoing diagnosis, detection and prevention.
- 11.3 This type of work may include the following:
- Installation or upgrade of extractor fans (humidity-controlled where appropriate).
  - Installation of positive input ventilation (PIV) systems.
  - Insulation improvements (loft, cavity wall, internal insulation).
  - Draught-proofing and window repairs.
  - Heating system upgrades or balancing.
  - Gutter, downpipe, and roof repairs.
  - External wall repointing or waterproofing.
  - Installation of humidity and temperature sensors.
  - Property-wide ventilation assessments

## 12 Investigation, works and case management timescales

12.1 The table below outlines our timescales:

	Emergency Hazard	Significant Hazard
<b>Investigate potential hazard</b>	Within 24 Hours	Within 14 days
<b>Start Safety Works</b>	Within 24 Hours	Within 5 working days
<b>Send written summary</b>	Within 3 working days	Within 3 working days
<b>Plan or start preventative work</b>	Within 5 working days <sup>1</sup>	Within 5 working days
<b>Physically start preventative work</b>	Within 12 weeks	Within 12 weeks
<b>Damp, Mould and condensation Case SLA</b>	24 weeks (Closure 4-12 weeks after work is completed) <sup>2</sup>	24 weeks (Closure 4 – 12 weeks after work is completed)

<sup>1</sup> It may not always be possible to start work within 5 days, where this is not possible, we will initiate the works by issuing it to a contractor who will communicate on start dates or plan works for the internal team to start.

<sup>2</sup> This is to allow time for the work to positively affect the conditions in the home if at any time mould returns the tenant must inform the Council so we can carry out a further investigation and arrange for the mould to be removed.

## **13 Complex cases**

- 13.1 Where upon investigation major works are identified as being required to repair the property, these cases may exceed the expected Service Level Agreement for completion. Where this is found we will communicate this in writing to the tenant with estimated start and completion dates.
- 13.2 It may be necessary to refer the property into Capital programmes of work, if major works are identified. Where this is found we will communicate this in writing to the tenant with estimated start and completion dates.
- 13.3 Major works could be:
- Structural repairs.
  - External wall insulation.
  - Full component renewal, such as roof replacement.
- 13.4 Complex cases could also be due to:
- Persistent damp despite previous interventions.
  - Specialist diagnostics (e.g., invasive investigations, laboratory analysis).

## **14 Out of scope**

- 14.1 The following points outline situations in which the issues may be considered out of scope:
- If the significant or emergency hazard results from damage by accidents or 'acts of god' (e.g. fires, storms, floods), from which the Council are exempt from repairing obligations under existing legislation.
  - If the Council cannot lawfully carry out the works due to a lack of approval, for example if they have not been able to get building control or any other approval required before undertaking the work.
  - If the Council cannot, for another reason, lawfully carry out the works.
  - If the hazards are the result of a breach of contract on the part of the tenant, such as causing deliberate damage to the property, using fixtures and fittings inappropriately (for example blocking ventilation fans), or where the customer has made alterations to the property (for example removing or replacing internal doors) without consent.
  - Overcrowding.
  - If the lessee is liable for the work by virtue of their duty to use the premises in a tenant-like manner (or equivalent express covenant).
  - Any work to repair or maintain anything that the customer is entitled to remove from the property e.g. white goods belonging to the tenant.
  - Cladding work.

## **15 No hazards identified**

- 15.1 Investigations that have the outcome of No Hazard means that any work raised is exempt from Awaab's Law and as such the council is not expected to meet the service level agreements.
- 15.2 Where an investigation outcome reflects that there are no hazards in a property, we may still need to carry out works to improve the condition of the property.
- 15.3 These works are exempt from Awaab's Law and will be undertaken within our service level agreement for repairs, completion within 40 working days.

## **16 Technology and monitoring**

- 16.1 As part of a proactive and holistic approach to preventing and identifying the causes of damp and mould, the Council will make use of technology and monitoring equipment. This equipment will never record personal data, audio or video. Such equipment could include:
- Data loggers on fans and ventilation units.
  - Data gateways on multi-function heat / carbon monoxide alarms.
  - Quantum smart storage heaters.
- 16.2 Typical data gathered by such equipment includes:
- Records of ventilation systems being manually turned off.
  - Indoor temperatures.
  - Indoor humidity.
  - Carbon monoxide levels.
  - Carbon dioxide levels.
  - Dust contamination.
  - Fire detection alerts.
  - Air quality.
  - Occupancy patterns.
  - Draft detection/ open window alert.
- 16.3 By remotely monitoring this data, it is possible to either prevent conditions leading to poor air quality, damp or mould, or to identify triggers for symptoms which already exists. This may help to identify repairs required, or to better guide tenants on appropriate use of the property and equipment.

## **17 Landlord responsibilities**

- 17.1 All social landlords must comply fully with Awaab's Law and maintain properties to all relevant building regulations and standards.
- 17.2 We are also responsible for:
- Ensuring concerns of damp, mould and condensation can be easily identified to the council by tenants and internal/external agencies.
  - Informing the tenant of the findings of the investigation and outlining the timeframes for any relevant safety work and/or supplementary relevant safety

work.

- Undertaking regular analysis of the data available from investigations and stock condition surveys to inform on wider programmes of works that can be applied to relevant property archetypes to improve the overall condition of the housing stock. This work will be specific to reducing the likelihood of damp, mould or condensation from occurring.
- Providing clear communication throughout the process of resolving the issues identified from investigations.
- Communicating with the tenant once all work has been completed to ensure that the work is reduced or has removed damp, mould and condensation from the home. If the work has not been successful, we will arrange a further investigation, and the case will not be closed.
- Ensuring all internal colleagues and contractors working for the council are aware of their responsibility to report any concerns of damp, mould or condensation.
- Ensuring work is completed to a high standard by completing post completion audits by phone, email and in person.
- Providing tenants with advice and guidance to ensure they can get the best from their home.
- Ensuring all colleagues engaging with tenants have the relevant level of training and understand how to report damp, mould or condensations issues so tenants' homes are safe and free from hazards.

## **18 Tenant responsibilities**

18.1 We will best be able to eliminate mould from homes when working with tenants. As a landlord, we are committed to ensuring that homes are free from disrepair and have a good degree of thermal comfort. Our tenants have responsibilities as part of this partnership too and we will clearly communicate these.

18.2 We will ask our customers to:

- Report any damp and mould issues as soon as they become visible
- Keep the dwelling clean, and where possible, removing condensation and small areas of mould.
- Keep their appointment or let us know in advance if it's no longer suitable.
- Allow us access when we make a reasonable request.
- Be courteous and respectful to Council representatives and contractors.
- Notify the council of changes in occupancy or vulnerabilities.

18.3 Inadequate heating and/or ventilation are a significant cause of damp and mould. Customers are responsible for heating their homes and ensuring that they are ventilated, that trickle vents are opened, and fuses are not removed from fans and positive input ventilation units.

18.4 We recognise that financial hardship can impact on a tenant's ability to heat their home and we will seek to provide support via our tenancy services team and Hardship grants.

18.5 Where access to undertake work is refused by customers, this will be appropriately documented and where necessary we will use legal action to gain access.

## **19 Education and improvement**

19.1 All housing colleagues will receive training on understanding the causes and symptoms of damp and mould, the potential impact on health and the importance of reporting concerns. Property Condition Officers will receive more in-depth training to aid diagnosis and ensure appropriate investigations and repairs are carried out.

19.2 Accepted methods of diagnosing and treating dampness are regularly being reviewed and developed by industry experts. Technical officers will continue their professional development by monitoring changes in best practice and adopting new techniques.

19.3 The causes of damp and mould are complex, and in many cases, our tenants may need support to understand the causes of damp, mould and condensation, as well as how to avoid this. The Council will ensure that this education is available in a range of formats.

19.4 Complex cases will be reviewed during and after completion to provide a “Lessons Learnt” approach to dealing with similar cases in the future. Details of remedies for specific architypes of buildings will be shared with wider teams across Housing and Operations.

19.5 The Council will provide accessible guidance on preventing damp, mould and condensation.

## **20 Misuse and damage**

20.1 Where damp and mould are caused by misuse or damage, tenants may be responsible for arranging for or paying for repairs. In extreme cases, possession may be sought for breach of tenancy agreement.

## **21 Rooms outside the habitable part of the property**

21.1 Sheds, storerooms, single skin stores, loft spaces and former coal stores do not form part of the habitable property and may not be free from damp or mould.

## **22 Garages**

22.1 Garages are not designed to be fully dry environments. The authority will:

- Address structural defects causing water ingress.
- Provide guidance on appropriate storage.
- Garages are designed to be secure off-road parking for standard vehicles.
- Clarify that garages are not suitable for storing soft furnishings, clothing, or electrical items.
- Ensure garage roofs and doors are maintained to prevent excessive water penetration.

## **23 Void properties**

23.1 During the void period, if there is a history of damp and mould, the Council will fit environmental sensors and investigate any root causes. We will complete work whilst the home is empty.

## **24 Monitoring and review**

24.1 This policy will be reviewed every two years or sooner if legislation or regulations change.