

# Damp and Mould Policy



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|--|--|----------------------------------|-----------------|
| <b>Review lead / author name and job title</b> | <b>Director of Homes</b>                                   |                                  |                 |
| <b>Consultation process</b>                    | Tenant Committee   | <b>Distribution and training</b> | Website         |
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| <b>Version no</b>                              | <b>Nature of change</b>                                    | <b>Last approved</b>             | <b>Approval</b> |
| <b>1</b>                                       | New Policy   |                                  |                 |
| <b>2</b>                                       | New guidance issues  | 14/2/24                          |                 |
| <b>3</b>                                       |  |                                  |                 |
| <b>4</b>                                       |  |                                  |                 |
| <b>5</b>                                       |  |                                  |                 |

# 1. Introduction

- 1.1 Damp and mould are issues that can have a serious impact on the health and well-being of our tenants. This policy sets out how we will respond quickly to damp and mould, the practical steps we will take to help people with an increased risk of harm from damp and mould, and how we will try to prevent damp and mould from occurring.

# 2. Policy Aim

- 2.1 The aim of this policy, and its associated procedures, is to form a relationship with tenants, based on communication and trust, and achieve the mutual outcome, which is reducing the risk of damp and mould issues in tenants' homes.

# 3. Legislation

- 3.1 This policy and its relevant procedures are designed to ensure that we meet our obligations as set out in the following legislation or as subsequently amended or updated:

- Social Housing (Regulation) Act 2023 and Awaab's Law
- Housing Act 2004
- Environmental Protection Act 1990
- Landlord and Tenant Act 1985 and Homes (Fitness for Human Habitation) Act 2018
- Decent Homes Standard

- 3.2 From October 2025, Awaab's Law inserts into social housing tenancy agreements. Awaab's Law is a term (called an implied term) that will require landlords to address dangerous damp and mould issues within specified timeframes. If they fail to do so, tenants will be able to hold their landlords to account by taking legal action through the courts for a breach of contract.

# 4. Obligations and Scope

- 4.1 Our obligation is that our properties must meet the Decent Homes Standard and be free from significant hazards. Homes must also be in a reasonable state of repair and provide a reasonable degree of thermal comfort.

- 4.2 We shall meet our obligations through measures that reduce the likelihood of damp and mould occurring i.e., undertaking regular inspections, remedying deficiencies promptly and by ensuring that we have a regular programme of maintenance in place.
- 4.3 Our obligations apply to tenants who occupy our housing under a tenancy. Leaseholders and Shared Owners should refer to their individual lease regarding their maintenance obligations, however, we can always be contacted for relevant guidance and advice.
- 4.4 Our responsibilities apply to any buildings or land that we are required to maintain, and issues that arise from either defects, disrepair, or lack of maintenance.

## 5. Types of Damp and Mould

- 5.1 Damp is the build-up of moisture in a property. It affects individual's health, building materials, home furnishings and tenant's belongings. Damp can also lead to the growth of mould and other microorganisms.
- 5.2 Types referred to within this Policy as 'damp and mould' include:
- **Condensation damp** happens when moisture generated inside the home cools and condenses onto colder parts of the buildings (for example window frames, corners, and low points on walls behind sofas or wardrobes). This is the most common form of damp.
  - **Penetrating damp** is water that gets into the building from outside due to defects in the walls, roofs, windows, or floors.
  - **Rising damp** is moisture from the ground that rises through parts of the buildings in contact with the ground (walls and floors); it is usually found in older properties and is often difficult to treat.
  - **Traumatic damp** can be caused by leaking water from waste and heating pipes, overflowing baths or sinks, burst pipes or defective water storage vessels inside the building. Traumatic damp can also originate from outside the property, for example from another building or from environmental flooding.
  - **Mould** is a type of fungus which grows in moist environments. Mould can cause adverse health effects as well as damage to buildings.

## 6. Health Effects of Damp and Mould

- 6.1 Damp and mould can cause ill health in anyone, but people with underlying health conditions, weakened immune systems, and some other groups of people can be at greater risk of the effects of damp and mould.

6.2 Damp and mould affect the airways and lungs, however, some people who are exposed to damp and mould might experience other adverse health outcomes, such as skin irritations or poor mental health.

6.3 When assessing the risk of harm to the tenant, we will take into consideration individuals who may be at increased risk of the health impacts of damp and mould exposure caused by:

- Health-related and age-related circumstances
- or because they are less able to report and act on guidance related to damp and mould
- or they live in homes more susceptible to damp and mould, due to the age and construction type of the property
- the affected area is extensive or uninhabitable.

## **7. Responsibilities**

7.1 Our responsibilities include:

- Taking reasonable steps to address damp and mould and ensure budgets are available to deal with damp and mould
- Ensuring that the housing stock is invested in and well maintained
- Ensuring that there are suitable processes in place to allow residents to raise any repairs
- Ensuring a contractor is in place to deal with repairs and that work is done efficiently and effectively
- Providing suitable heating, ventilation, and insulation
- Addressing emergency damp and mould hazards that present a significant risk of harm to tenants in a fixed timeframe, providing a written summary of findings where required
- Providing literature and guidance on how to prevent damp and mould
- Ensuring we are trained to deal with damp and mould.

7.2 Tenant responsibilities include:

- Reporting damp and mould as soon as they are aware of it
- Making us aware of specific health issues
- Avoiding damage to their home

- Always allowing access to inspect and complete necessary works
- Following guidance that we and our contractors provide.

7.3 When identified, damp and mould will be prioritised in line with the recommendations of Awaab's Law. A dedicated surveyor may also be assigned to manage cases involving persistent damp, acting as the main point of contact. The surveyor will coordinate the required works and ensure consistent communication is maintained until completion.

7.4 There may be circumstances where we are unable to immediately remedy the root cause of the damp and mould because further investigation is required and/or major works are needed. In these instances, we will take action to reduce the risk, and complete supplementary preventative works as soon as reasonably practicable.

7.5 In extreme circumstances it might be necessary for household members to vacate the property, examples include:

- When major structural repairs, refurbishments or improvements are required to the property, which would pose considerable risk to the wellbeing of the household, consideration should be given as to whether they remain in occupation.
- Where major works are required because of a statutory notice such as an Environmental Health Order, or the condition of the property pose considerable risk to the wellbeing of the tenant if they remain in occupation.

Should moving out of the property be necessary, our Home Loss and Temporary Home Transfer Policy will be followed.

7.6 We may take reasonable steps to enter tenants' homes to address emergency hazards, such as damp and mould, for one of the following reasons:

- To inspect or carry out a stock condition survey, to assess the condition of the property.
- To provide access to one of our contractors so that they can complete property repairs or improvements.
- To carry out a servicing and maintenance appointment to make sure that services are safe and in good working order.

## 8. Complaints and Compensation

8.1 Complaints and compensation for works are considered under a separate Policy. A copy of our Group's Complaints Policy and Compensation Policy can be found on our [website](#).

## 9. Tenant Information and Engagement

- 9.1 Tenants can report damp and mould concerns to our Customer Service Team or complete our online [enquiry form](#). When they contact us, we will request information from the tenant to help diagnose their repair.
- 9.2 Following an investigation, we will also keep tenants informed of any findings and provide them with information on how to keep safe. Where required, we will provide a written summary of our investigation.
- 9.3 Where there is a combination of factors causing the damp or mould, we will agree with tenants the actions we both should take and associated timescales. We will provide appropriate support depending on the specific circumstances and the individual tenant's needs.
- 9.4 We will engage with tenants to gain access into the property and notify tenants when it has not been possible for us to complete an inspection or repair for reasons genuinely beyond our control.
- 9.5 We will provide clear advisory information on our website and in the leaflets that we give to tenants. We will also undertake periodic reviews of this information with the assistance of our tenants to ensure that it is helpful.

## 10. Training and Monitoring

- 10.1 We will provide guidance to you and our contractors to understand the effects of damp and mould within a home and to help recognise and report cases of damp and mould seen in any of our properties.
- 10.2 We will also train surveying staff so that they have the skills and access to the right tools to be able to diagnose the cause of the damp and mould and know how to commission repairs or modification work to rectify the cause.
- 10.3 All records relating to damp and mould will be recorded in a way that makes identification and reporting within our Housing Management System easy. We will regularly review data relating to damp and mould to improve our services.
- 10.4 In addition to this policy, we have developed a separate 'Hazard Reporting Procedure' document which sets out our reporting framework and detailed procedures for our internal teams.

## 11. Equality and Diversity

- 11.1 We will make reasonable adjustments when applying this policy for people who have a disability and will consider the provisions of the Equality Act 2010.
- 11.2 We will prioritise repairs by considering the individual needs of tenants, with particular attention to those who are more vulnerable or at greater risk. We are committed to understanding each tenant's situation through active engagement.

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