

## **Damp and Mould Policy**

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<b>Consultation Process:</b>	Scrutiny Panel and Tenant Committee	<b>Distribution and Training:</b>	
<b>Last Reviewed</b>		<b>Next Planned Review</b>	Every 3 years
<b>Approved by and date:</b>	14 February 2024 Customer and Homes Committee		
<b>Change Record</b>			
<b>Version No</b>	<b>Nature of Change</b>	<b>Last Approved</b>	<b>Approval</b>
01	New Policy		

## **1. Introduction**

- 1.1. Damp and mould are issues that can have a serious impact on the health and well-being of our customers. This policy sets out how CHS 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 customers, based on communication and trust, and achieve the mutual outcome, which is reducing the risk of damp and mould issues in customers' homes.

## **3. Legislation**

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

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

## **4. Obligations and Scope**

- 4.1. CHS obligation is that its homes 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. CHS shall meet its 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. CHS' obligations apply to all buildings where we have the responsibility to maintain the asset. Leaseholders and Shared Owners should refer to their individual lease regarding their maintenance obligations, however, CHS can always be contacted for relevant guidance and advice.
- 4.4. The term 'customer' refers to tenants who rent homes from us.

## 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 customer'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. Within our damp and mould procedures, CHS will take into consideration individuals who may be at increased risk of the health impacts of damp and mould exposure caused by:
  - Health-related, age-related vulnerabilities.
  - 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.

## 7. Responsibilities

### 7.1. CHS responsibilities include:

- Proactively looking for 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.
- Ensure that there are suitable processes in place to allow residents to raise any repairs.
- Ensure a contractor is in place to deal with any repairs and that works are done, efficiently, and effectively.
- Provide suitable heating, ventilation, and insulation.
- Investigate reports of damp or mould in a timely manner; and ensure that works completed have been successful.
- Provide literature and guidance on how to prevent damp and mould.
- Ensure staff are trained to deal with damp and mould.
- Engage with our customers and provide them with support and guidance.

### 7.2. Customer 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 provided by CHS and our contractors.

### 7.3. CHS may exercise our right to enter customers' homes, with reasonable notice, to address specific issues with 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.

### 7.4. There may be circumstances where CHS are unable to immediately identify and remedy the root cause of the damp and mould because further investigation is required and/ or major works are required. In these instances, CHS may treat the damp and mould over an agreed period until further action can be taken.

### 7.5. In extreme circumstances it might be necessary to require the household members to vacate the property, these might include:

- When major structural repairs, refurbishments or improvements are required to the property, which would pose considerable risk to the wellbeing of the household, should 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 customer if they remain in occupation.

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

## **8. Complaints and Compensation**

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

## **9. Customer Information and Engagement**

9.1. Customers can report damp and mould concerns to our Customer Service Team or complete our online enquiry form selecting 'damp and mould' when asked and a member of the Property Services Team will call them back.

9.2. Where there is a combination of factors causing the damp or mould, we will clearly explain the actions that we will take and agree with customers the actions we both should take. We will aim to keep customers informed of any findings and works to be undertaken.

9.3. CHS will provide clear advisory information on the CHS website and in the leaflets that we give to customers. We will also undertake periodic reviews of this information with the assistance of our customers to ensure that it is helpful.

9.4. We recognise that not everyone will be able to undertake the required actions to prevent damp and mould themselves and so we will provide appropriate support in such cases in relation to the specific circumstances and the individual customer's needs.

## **10. Training and Monitoring**

10.1. CHS will train Housing Management staff to understand the effects of damp and mould within a home if it is reported to them and enable them to recognise and report to the Property Services Team cases of mould and damp that they see when visiting any CHS home.

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 mould and damp 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 CHS' Housing Management System easy. Our

Property Service team will regularly review data relating to damp and mould to improve CHS' services.

- 10.4. In addition to this policy, CHS has developed a separate 'Damp and Mould Procedure' document which sets out CHS' reporting framework and detailed procedures for CHS staff.

## **11. Equality and Diversity**

- 11.1. CHS 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 consider the needs of the customer when prioritising repairs, especially those who are more vulnerable or at greater risk and ensure CHS staff seek to understand first and then ask questions to learn more and check understanding.
- 11.3. Our damp and mould procedures will include how we will prioritise appointments for customers with additional needs, and ensure information is accessible.