

# Damp, Mould and Condensation Policy

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<b>1.0</b>	<b>SCOPE</b>
	<b>Purpose</b>
1.1	This document sets out our commitment to delivering effective services for customers who experience damp, mould and condensation issues within their homes and ensures we keep our homes in good condition.
1.2	We are committed to ensuring customers live in good quality homes that are free from damp, mould and condensation. This policy sets out our response to addressing the causes of damp mould and condensation and our response to reports of damp, mould and condensation.
1.3	We will ensure that customers' homes are well maintained through delivery of an efficient Home Maintenance Service that meets the needs of our customers. The service meets the needs of our customers as well as value for money, protecting the value of our housing stock.
	<b>Legal and regulatory framework</b>
1.4	Awaab's Law (as part of the Social Housing (Regulation) Act 2023), requires social landlords to address damp and mould hazards that present a significant risk of harm to our customers within fixed timescales. From the same point in time, we will also have to address all emergency repairs, (whether they relate to damp and mould or not), as soon as possible and within no longer than 24 hours.
1.5	Both under the terms of our tenancies and under section 11 of the Landlord and Tenant Act 1985, we have an obligation to "to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes)". The Act also states that "we shall keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation". Failure of any of those components mentioned can result in damp, mould and condensation issues.
1.6	Under the Homes (Fitness for Human Habitation) Act 2018 we also have an obligation to ensure that our homes are "fit for human habitation" at the start of the tenancy and remain that way. Our homes must be safe, healthy and free from things that could cause serious harm.

1.7	The assessment of hazards within our homes follows the guiding principles laid out within the operating guidance of the Housing Act 2004, Section 9, inspection and assessment of hazards given in the Housing Health and Safety Rating System (HHSRS).
1.8	The legislation referred to in 1.4, 1.5 and 1.6 means that where we are aware of a home that is “in disrepair”, has a prescribed hazard or which is not fit for human habitation, we have a legal obligation to address the problem.
1.9	We may become aware of a damp, mould and condensation issue because a customer reports it, a whg colleague sees it or knows about it or referral through a third party. This could be through regular home visits carried out by all customer facing whg colleagues, or where we have simply had an opportunity to discover the problem (for example, during an unrelated appointment at the customer's home).
1.10	Following an initial diagnosis, we may determine that issuing self-help guidance is appropriate and that customer may be able to resolve the issue themselves. However, we will contact the customer after 28 days to ensure the advice has been followed and the issue resolved, or whether a home visit is now required.
1.11	We will look to minimise self-reporting of issues from customers and identify concerns early through pro-active data analysis. Interrogation of our stock database is used to design out issues contributing to damp and mould by predicting where future issues may arise based on property type, previous reports and trends or geographical issues.
1.12	Once we know that there is a damp, mould and condensation issue with a customer's home, we are under a duty to rectify it within a “reasonable time” which will be subject to regulatory requirement. How long is reasonable, will depend on firstly identifying the issue and defect causation, then capturing the severity of the hazard and the impact it has on both the customer and the home. It may be reasonable to initially affect a temporary repair to reduce the severity and impact of the hazard. In all cases of reported damp, mould and condensation, we will endeavour to apply the most effective approach to remedy the issue.
1.13	Where whg has failed to meet its contractual or statutory obligations, the customer may have a legal right to recompense. This can be best managed by the customer raising a formal complaint with whg's Complaints team or submitting an Insurance Claim but may also arise where the customer commences a legal claim against whg.
1.14	In relation to all complaints that arise from potential service failure, whg's complaints procedure must be followed.
1.15	We will only carry out repairs that are our responsibility. Guidance on which repairs whg is responsible for and those that are the responsibility of customers, in line with tenancy agreements, is set out in our repairs guide. The Chargeable Repairs Policy sets out how whg manages repairs that customers are responsible for as a result of negligence or deliberate acts of damage.

1.16	The Corporate Director of Strategy, Assets and Transformation is the 'responsible person' at whg for ensuring compliance with all Asset related statutory obligations.
1.17	The Governance and Financial Viability Standard of the Regulator of Social Housing (RSH) states that registered providers, like whg, shall 'adhere to all relevant law'.
1.18	The RSH's Safety and Quality Standard requires registered providers to provide an effective, efficient and timely repairs and maintenance service that complies with the Decent Homes Standard and all legal requirements for the health and safety of the occupants in their homes.
1.19	Registered providers may be subject to regulatory intervention and enforcement action if found not to have met the Consumer Standards 2024, with the Safety and Quality Standard specifically relating to this policy. The Standard requires landlords to provide safe and good quality homes and landlord services to tenants.
1.20	The customer damp, mould and condensation group enable customers to: <ul style="list-style-type: none"> <li>• Shape the policy and associated strategic priorities; and</li> <li>• Scrutinise whg's performance and make recommendations about how performance might be improved.</li> </ul>
1.21	Damp, mould and condensation under this policy is defined within Appendix 1.
<b>2.0</b>	<b>POLICY STATEMENT</b>
2.1	We will follow the guiding principles laid out within the operating guidance of the Housing Act 2004, Section 9, inspection and assessment of hazards given in HHSRS. This will allow categorisation of damp, mould and condensation hazards as Category 1 and Category 2.
2.2	We will assess the prevalence of Category 1 and Category 2 damp, mould and condensation hazards through a risk-based methodology to determine a risk rating. This is achieved by firstly identifying the issue and defect causation, then capturing the severity of the hazard and the impact it has on both the customer and the home.
2.3	Where a hazard has been identified as severe at initial point of contact or where advice and guidance to reduce damp and mould through mitigating environmental factors has not been successful, a surveyor is tasked to contact the customer within five working days and a visit is planned.
2.4	We will adopt a zero-tolerance approach to proactively addressing structural and environmental defects that cause damp and mould. As such we will avoid inferring blame on customers due to 'lifestyle'. Remedial measures will be actioned and prioritised in relation to the severity of such defects. <ul style="list-style-type: none"> <li>• <u>Emergency</u> These are Category 1 hazards which pose an immediate risk to health and safety. Category 1 hazards are addressed immediately, and we remove the</li> </ul>

	<p>hazard or we remove the customer from that hazard. We respond to emergencies 24 hours a day, every day of the year.</p> <ul style="list-style-type: none"> <li>• <u><b>Urgent</b></u> These are actions generated where a Category 1 hazard has been addressed, however there is still a hazard which causes serious inconvenience. We will make an appointment and complete the action within five working days.</li> <li>• <u><b>Routine</b></u> These are Category 2 hazards which do not cause immediate inconvenience due to the hazards confirmed severity. We will make an appointment and complete the actions within a maximum of 45 calendar days.</li> <li>• <u><b>Programmed</b></u> These are low priority Category 2 hazards which can be scheduled for a later date and carried out with other similar repairs at the home. We will make an appointment and complete the actions within a maximum of 90 calendar days.</li> </ul>
2.5	<p>We will actively promote and communicate with our customers through all media sources and offer a wide range of ways in which customers can report damp, mould and condensation issues and we encourage customers to report issues to us as soon as possible. Issues can be reported at any time via our website, our portal, email or by telephone. Damp, mould and condensation issues can also be reported in person at whg's office during normal office hours. All contact will be logged on whg's information management systems, so that a clear audit trail is available.</p>
2.6	<p>Our colleagues / contractors will be polite and sensitive to the needs of customers. They will explain the nature of the work they are undertaking to the customer and advise of any unavoidable delays. All trade colleagues/contractors will wear corporate uniforms, carry and show verifiable identification. More detailed information on our service standards is available on request or via our website.</p>
2.7	<p>There is a clear link between cold homes and ill health, where existing conditions (such as respiratory illness or mental health conditions) are exacerbated. whg's asset management strategy will continue to improve the energy efficiency of our lowest SAP rated properties.</p>
2.8	<p>Customers must take reasonable steps to keep their home adequately ventilated and heated and reduce any moisture levels generated through their own actions, to as low as is reasonably practicable. Low level cases of damp, mould and condensation can be mitigated through wiping down early signs of mould with a fungicidal spray.</p>
2.9	<p>In accordance with the terms of the tenancy agreement, customers are obliged to report repairs once known, such as leaks, blocked gutters or any pooling water against the property which may indicate a drainage issue and could potentially damage the property.</p>

2.10	As we invest and improve our homes with an emphasis on fabric first for energy efficiency, we will ensure that these measures do not increase issues of damp, mould, and condensation.
2.11	We will assist customers to combat fuel poverty, aiding our customers through initial referrals to our Money Advice services where required. This will provide information and access to services that help people make informed decisions about maximising their income and savings.
2.12	The Homes (Fitness for Human Habitation) Act 2018 does not impose any liability on whg in situations where the property is unfit for human habitation as a consequence of the customer's own breach of the tenancy agreement e.g. deliberate damage or neglect, unauthorised structural alterations.
2.13	Where remedial works are to be carried out to rectify damp, mould and condensation issues, customers will make every effort to allow the works to take place. Failure to do so can increase the impact of the defect on both the customer and the property and could result in legal enforcement action taking place (court order), stating the customer must give access.
2.14	Where trade colleagues are unable to gain access to carry out a repair on a minimum of three separate occasions, this will be deemed a no access repair. The criteria for a no access repair will be: <ul style="list-style-type: none"> <li>unable to access the property on a minimum of three separate occasions over a 28 day month period.</li> <li>access not provided within five working days of our third failed access attempt.</li> </ul> This will be subject to change; if whg feels the repair is a Category 1 hazard or of an urgent nature, or the customer is elderly and/or vulnerable, where emergency access through the terms of the tenancy agreement will be applied.
2.15	If a HMS colleague is unable to gain access to a home that has reported the damp, mould and condensation, or the home that is believed to contain the source of the issue, this will be referred to the Community Housing Team. A Community Housing Officer will be required to support the repairs service to obtain engagement or access, whichever is more appropriate.
2.16	We will carry out repairs for leaseholders or shared ownership customers where the terms of the lease state it is our responsibility, such as the fabric of the building.
2.17	For properties owned by whg deemed as commercial premises or offices, we do not retain responsibility to maintain. Specific lease requirements should be referred together with insurance policy cover and warranty periods.
<b>Customer inclusion</b>	
2.18	A damp, mould and condensation working group will meet quarterly to review our damp, mould and condensation approach, process and procedures that operate in accordance

	with the policy. Membership of the damp, mould and condensation working group will include customers and key stakeholders from customer-facing service areas.
2.19	The damp, mould and condensation working group is supported by a separate customer subgroup who review our activities in relation to damp, mould and condensation and help raise awareness, provide advice and scrutinise whg's approach and performance.
<b>3.0</b>	<b>PERFORMANCE MEASURES</b>
3.1	We will benchmark our performance and customer satisfaction levels in relation to damp, mould and condensation with relevant peers and set annual targets for improvement.
3.2	The Customer Service Oversight Committee monitors repairs performance on a quarterly basis and this will include our performance in dealing with damp, mould and condensation issues.
3.3	<p>Performance against targets is reported quarterly to the Group Executive and Board. The following Customer Safety performance standards are measured and reported on;</p> <ul style="list-style-type: none"> <li>• Number of calls received related to damp, mould and condensation</li> <li>• Number of damp, mould and condensation cases referred to the surveyors</li> <li>• Number of damp, mould and condensation cases visited by the surveyors within Service Level Agreement</li> <li>• Number of damp, mould and condensation cases which generate a works order</li> <li>• Number of works orders completed within the performance standard</li> </ul>
3.4	We will monitor through reporting any trends that relate to the disproportionate impact of damp, mould and condensation on minority groups.
<b>4.0</b>	<b>EQUALITY AND DIVERSITY</b>
4.1	An Equality Impact Assessment (EIA) has been undertaken, due to the impact to customers. It has been ascertained that there were no major factors that required any actions. The EIA has determined the policy shows no evidence of potential for discrimination and all appropriate opportunities to eliminate discrimination, advance equality and foster good relations between groups are taken.
<b>5.0</b>	<b>TRAINING AND DISSEMINATION</b>
5.1	Current processes ensure the delivery of the damp and mould remediation services outlined in the policy are disseminated to appropriate colleagues. Specialist training is undertaken by technical surveyors and enhanced damp and mould awareness training is undertaken by customer facing colleagues. All training relevant to colleagues' roles will be mandatory.
5.2	The three tiers of damp and mould training are detailed below;

	<ul style="list-style-type: none"> <li>• Surveyors trained in Damp and Timber defects by Property Care Association (PCA) and CSTDB qualified (Certified Surveyor of Timber and Dampness in Buildings)</li> <li>• Enhanced HQN awareness training to all customer on site facing colleagues (Team Leaders, Community Housing, Stronger Communities, Neighbourhood Services, Programme Management, PMO)</li> <li>• All other colleagues to receive damp and mould awareness training module</li> </ul>
<b>6.0</b>	<b>MONITOR AND REVIEW</b>
6.1	This Policy will be monitored by the Director of Home Maintenance Service and reviewed in 12 months or sooner if there is a significant legislative or regulatory change. The policy will be reviewed by the Assets and Investment Panel and approved by the Customer Service Oversight Committee.
<b>7.0</b>	<b>ASSOCIATED DOCUMENTS, POLICIES AND PROCEDURES</b>
7.1	whg policies and strategies <ul style="list-style-type: none"> <li>• Asset Management Strategy</li> <li>• Repairs Policy</li> <li>• Health and Safety Policy</li> <li>• Asbestos Policy</li> <li>• Environmental Policy</li> <li>• Tenancy Agreement</li> <li>• Tenancy Management Policy</li> <li>• Vulnerability Policy</li> <li>• Gas Safety Policy</li> <li>• Electrical Safety Policy</li> </ul>
7.2	Legislation, national policy and guidance <ul style="list-style-type: none"> <li>• Awaab's Law as part of the Social Housing (Regulation) Act 2023</li> <li>• Landlord and Tenant Act 1985 (as amended)</li> <li>• Defective Premises Act 1972</li> <li>• Environmental Protection Act 1990</li> <li>• RSH Safety and Quality Standard</li> <li>• Decent Homes Standard</li> <li>• Housing Act 2004</li> <li>• Housing Health and Safety System (HHSRS)</li> <li>• The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007</li> <li>• Gas Safety (installations and use) regulations 1998, amended 2018</li> <li>• Electricity at Work Regulations 1989</li> <li>• BS-7671: 2019 (wiring regulations)</li> <li>• ISO-14001 Environmental Management System</li> <li>• Health and Safety at Work Act 1974</li> <li>• Homes (Fitness for Human Habitation) Act 2018</li> </ul>

	<ul style="list-style-type: none"> <li>• 'Looking after your home' - Repairs and maintenance guide</li> </ul>
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<b>Document author</b>	Assistant Director of Home Maintenance Services
<b>Document owner</b>	Director of Home Maintenance Service
<b>Legal advice</b>	None
<b>Consultation</b>	Yes, due to the impact on customers.
<b>Approved by</b>	Asset Investment Panel and Customer Service Oversight Committee
<b>Review Date</b>	July 2028
<b>Our 2030 Plan</b>	Forward-Thinking Services
<b>Equality analysis</b>	Equality Impact assessment (EIA) completed.
<b>Key changes made</b>	<ul style="list-style-type: none"> <li>• Added 1.14 reference to Awaab's Law</li> </ul>



## Appendix 1

# Types and causation of Damp, Mould and Condensation

Damp, mould and condensation under this Policy is defined in the sub-headings below;

### **Penetrating Damp (including internal leaks)**

Water penetrating the external structure of the building or internal leaks causing damp, rot and damage to internal surfaces and structure. Defects of this sort should be relatively straight forward to repair once they have been tracked down. The dampness may then take some time to dry out, and there will still be a yellowy brown or white mark left on the surface affected. The cause can be the result of, for example:

- Water ingress due to defective or poor original design / workmanship of the structure
- Defective components for example roof coverings, external wall doors and windows
- Defective or blocked rainwater gutters and pipes
- Defective or leaking internal waste pipes, hot and cold water and heating systems.
- Flooding due to burst pipes

### **Rising Damp**

Rising damp is caused by the breakdown, deterioration or bridging of the damp proof course of the building at ground floor level. Moisture then can rise up the walls to an approximate height of 1.00m. As with penetrating damp it can typically be identified by a tide mark which can be yellowy brown or can be white and textured. This texture is caused by salts from the ground and the plaster being drawn through the wall with water.

### **Condensation Damp**

Condensation occurs when moisture held in warm air meets a cold surface and then condenses producing water droplets. This can take two main forms:

- Surface condensation arising when the inner surface of the structure is cooler than the room air
- Condensation inside the structure (interstitial) where vapour pressure forces water vapour through porous materials (e.g., walls), which then condenses when it reaches colder conditions within the structure

The effects of damp and mould can be a challenge particularly during the winter months and in most cases (but not all) is one that needs to be managed by customers through the effective use of heating and ventilation.

Conditions that can increase the risk of condensation are:

- Inadequate ventilation e.g., natural opening windows and trickle / background vents and mechanical extraction in bathrooms and kitchens
- Inadequate heating of property and could also include undersized boilers and radiators, and lack of draught proofing
- Inadequate thermal insulation. e.g., Missing, or defective wall and loft insulation.
- High humidity e.g., presence of rising and penetrating damp

- Overcrowding
- Poor building design and construction – specific cold areas (bridging) which are integral with the building construction
- Inadequate venting of tumble dryers giving rise to increased humidity
- Drying of washing on radiators/clothes airers giving rise to increased humidity
- Lack of use of mechanical ventilation whilst bathing, showering, and cooking (included items isolated or switched off)