



**DAMP, MOULD AND CONDENSATION POLICY**

<b>Item</b>	<b>Details</b>
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## Key policy details

### Approvals

Item	Date of Approval	Version No.
Consulted with [insert]		
Reviewed by [insert e.g Audit and Governance Committee]		
Approved by [insert]		

The policy owner has the authority to make the following minor changes without approval

XX  
XX  
XX

### Policy Location

This policy can be found at [insert location of policy e.g. NWLDC website, Sharepoint page under current policies tab]

### Revision history

Version Control	Revision Date	Summary of Changes
[Insert version no.]	[Insert date of revised version]	[Insert amendments made to previous version]

### Policy Review Plans

This policy is subject to a scheduled review once every [insert number] years or earlier if there is a change in legislation or local policy that requires it.

### Distribution

Title	Date of Issue	Version No.
[Insert e.g. distributed to Cabinet, on Website etc].		

**Security Classification** – (\*To be marked as appropriate using one of the following classifications).

- Official-Sensitive - Common sense handling required extra care must be taken with storage and sharing.
- Official Sensitive (personal)- As official sensitive contains information concerning individuals.
- Official Sensitive (Commercial) -As official sensitive contains sensitive information with commercial implications.
- Legal Privilege- confidential communications between lawyers and clients when the purpose is to seek legal advice.
- Any information not marked would be assumed Official (not covered under other categories and no special handing required).

**The following should be on the final page of every policy.**

### Equality Analysis

#### Completion of Equality Impact Assessment (EIA) Form

Has an EIA form been completed as part of creating / reviewing / amending this policy?	Please tick: Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, where can a copy of the EIA form be found?	[Insert location / available upon request]
If no, please confirm why an EIA was not required?	[Insert reason why form not completed]

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## 1 Introduction

- 1.1 NWLDC wants to take every reasonable action to identify, remedy and provide advice on damp and mould in Council homes in order to ensure a safe, healthy and comfortable environment for our residents, as well as to protect the fabric of our buildings.
- 1.2 Damp and mould is a complex issue requiring regular action from both housing providers and tenants. The nature of diagnosis of many damp and mould issues means that diagnosis is not always possible at first report.
- 1.3 This policy statement outlines NWLDC's approach to delivering a fit for purpose damp and mould service that will:
  - Provide clarity on the ways in which tenants can report such issues
  - Ensure that tenants are treated in a fair and consistent way
  - Comply with statutory regulatory, legislative requirements, contractual requirements and good practice
  - Ensure dry and healthy homes are provided and maintained
  - Focus on working in partnership with tenants ensuring that a safe and healthy environment is provided.
  - Undertake effective investigations and implement all reasonable remedial measures and improvements to eradicate damp and mould.
  - Ensure that tenants have access to and/or are provided with advice and guidance on managing and controlling condensation and mould.
  - Ensure that the fabric of the Council's property is protected from deterioration and damage resulting from damp and condensation
  - To utilise the external funding available to support the investment in the Council's stock, improve the Energy Performance Certificate (EPC) ratings and the heating costs for tenants.
- 1.4 The Council will make reasonable attempts to access the property to inspect and carry out the works. All logged repairs must have evidence of at least three attempts to contact the tenant. Written communication must then be provided to the tenant asking them to make contact to organise a new repair and record each attempt on the tenant database.
- 1.5 Data collection and insight measures will be implemented to assist with informing the Council of the possible risks to properties. This is to ensure that proactive measures can be undertaken to eliminate damp, mould and condensation before it becomes a problem for tenants.

## 2 Legal Framework and Context

- 2.1 Under the Safety and Quality standard, The Regulator of Social Housing (RSH) requires all registered providers to provide a cost-effective repairs and maintenance service to homes and communal areas. This service should respond to the needs of, and offers choices to, tenants, and have the objective of completing repairs and improvements right first time and meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.
- 2.2 The Social Housing (Regulation) Act 2023 introduced a consumer regulation regime focused on meeting the needs of tenants. One aim of the legislation and regime is to ensure that providers of social housing, such as the Council, keep its properties and estates safe and clean.
- 2.3 The Social Housing (Regulation) Act 2023 lays the foundations for changes to how social housing is managed. It includes increased regulation of social landlords and new rules for protecting tenants from serious hazards in their homes.
- 2.4 Many of the provisions in the Act are responses to the tragedies of the 2017 Grenfell Tower fire and death of two-year old Awaab Ishak, who died in 2020 from exposure to serious mould.
- 2.5 The Act allows the Regulator of Social Housing to take action against social landlords before people are at risk and hold landlords to account with regular inspections. It introduces new social housing consumer standards and gives the Secretary of State power to require social landlords to investigate and rectify serious health hazards.
- 2.6 From April 2023, the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measures include those applicable directly to building safety as well as those based on tenant perception surveys setting out tenants' views on the Council's performance, which includes responsible neighbourhood management.
- 2.7 The TSM measures under the Homes Standard relevant to this policy include:
  - TP02 – Satisfaction with Repairs
  - TP04 – Satisfaction that the home is well maintained
  - TP05 – Satisfaction that the home is safe
  - TP10 – Satisfaction that the landlord keeps communal areas clean and well maintained
- 2.8 The scope of this policy is covered by legislation including the following:

- Housing Act 1985.
- Homes (Fitness for Human Habitation) Act 2018.
- Landlord and Tenant Act 1985, Section 11 - Repairs and Maintenance.
- Housing Act 2004 - Housing Health and Safety Rating.
- Decent Homes Standards.
- Social Housing (Regulation) Act 2023
- Awaab's Law

### 3 Policy Aims and Objectives

3.1 This policy explains how the Council will deal effectively with damp and mould in Council homes and communal areas. This includes NWLDC properties that are tenanted.

3.2 This policy covers the following items:

- Methods of reporting
- Diagnostic scripting
- Investigations and repairs
- Process of elimination for complex cases
- Damp and mould inspections
- Technology and monitoring
- Improvements
- Landlord responsibilities
- Tenant responsibilities
- Education and Improvement

#### Objective

3.3 This policy has been written to ensure that wherever possible, residents are not adversely affected by the causes of damp and mould and drives forward an agenda of proactive action to tackle/manage the causes of damp and mould.

### 4 Definitions

4.1 For the purposes of this policy, the following definitions apply:

- **Tenant** – means any person that has a tenancy agreement with the Council.
- **Leaseholder** - means any person or organisation that has a domestic property lease agreement with the Council.
- **Council Property** – means any land/property owned by the Council either as the freehold or leasehold owner.



- **Rising damp** - 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** - 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.
- **Plumbing leaks** – leaks from any parts of the plumbing, heating or drainage system, above ground or underground.
- **Condensation** –occurs when an imbalance of heating, moisture and ventilation leads to air borne moisture condensing and settling on cooler surfaces as water.
- **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 – a room in which moisture is created through use of appliances, for example kitchens, bathrooms and shower rooms.
- **Habitable room** –a room that is utilised for dwelling purposes e.g. living, eating, sleeping. NWLDC 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 not well ventilated.

## 5 Types of Damp

The types of damp covered by this policy are:

### **Rising Damp**

This is where there is a movement of moisture from the ground rising up through the structure of the building through capillary action. Properties are normally built with a layer of waterproof material in the walls (and floor if it is solid concrete) of the building and this stops moisture rising above it. However, if it is defective, damaged or covered over or if a property was built without one, rising damp can occur.

Rising damp will only affect basements and ground floor rooms and it will normally not rise any more than 1.5 metres above the ground.

### **Penetrating Damp**

This is where water penetrates the structure of the building (external walls, roofs) or if there are internal leaks Penetrating damp 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 or leaking pipes.

### **Condensation Damp**

This is where moisture held in warm air comes into contact with cold air or a cold surface. The moisture vapour held in the warm air condenses producing water droplets. The building Conditions and features that can increase the risk of condensation include:

- Inadequate ventilation of a property (for example via trickle vents, mechanical extraction, non-mechanical ventilation)
- Inadequate heating of a property, (for example undersized radiators, draught proofing)
- Inadequate or defective thermal insulation of a property, (for example lack or shortage of cavity wall insulation, loft insulation, external wall insulation)
- High humidity within a property, (for example from a leak or by penetrating damp or rising damp )
- Poor design, construction or a defect, (cold bridging: gaps in insulation caused during building or a problem that has developed since then)

The living conditions that can lead to condensation include:

- Lack of ventilation (not opening windows, blocking up vents, not using extractor fans, not allowing air to circulate around furniture)

- Not heating the property adequately
- High humidity – for example, not covering pans when cooking and drying laundry in the property can contribute to this
- Lack of space around furniture and possessions that prevents air flowing through the property

## 6 Methods of Reporting

- 6.1 Tenants and leaseholders can report repairs by phone, email, letter, in person, on our website or through our social media pages.
- 6.2 Damp and mould issues may also be identified by visiting professionals and NWLDC officers, in which case, this will be reported back to the repairs service.

## 7 Diagnostic scripting

- 7.1 All repairs coming through the Council's calls centre will be triaged using a diagnostic script. This script has been created from decades of specialist officer knowledge, industry best practice and tenant feedback. The script is designed to determine the most likely cause or causes of damp or mould, and to arrange for repairs or advice to combat this. It may be necessary for the script to be used more than once, as symptoms improve and change.
- 7.2 It is important that tenants are honest and accurate when reporting repairs, in order that the scripting is appropriate.

## 8 Investigations and Repairs

- 8.1 The Council shall investigate to determine the cause of damp, mould and condensation and carry out remedial repairs and actions in accordance with the tenancy agreement, including:
  - Undertaking work for the treatment of penetrating dampness or mould on void properties before being let to new tenants.
  - Delivering effective solutions, based on dealing with the causes of the damp and mould not just the symptoms.
  - Promoting and providing general advice and guidance on how to manage damp and condensation.
  - Ensuring that the relevant staff are aware of and understand the delivery of the service that will meet the aims of this policy.

- Ensuring that competent contractors are employed to carry out any works associated with damp and mould.
  - Informing the tenant of the findings of the investigations following the visit. This will include identifying the possible causes of damp and mould, recommending effective solutions, all necessary remedial works and the estimated timescales to complete the works.
  - When satisfied that, in partnership with the tenant, all reasonable efforts in managing condensation damp have been carried out and this has not been successful, the Council will visit the property and investigate the matter further.
  - Insulating Housing Revenue Account (HRA) properties in accordance with the Decent Homes Standard to help reduce the likelihood of condensation occurring.
  - Maintaining a tenant's home to avoid penetrating dampness and to avoid rising damp in homes with a damp proof course or membrane by design, and for carrying out remedial action if these do occur.
  - Undertaking reasonable improvement works required to assist in the management and control of condensation damp, e.g. the installation of mechanical extractor fans, air vents and repairing existing insulation.
  - Carrying out remedial works where it is reasonable and practical to do so.
  - Taking a pragmatic approach in finding appropriate solutions when having regard to the constraints of the existing building design and structure. In some cases this may mean that the Council will need to sell or dispose of the property.
  - Making good any internal surfaces following any damage caused by remedial works.
- 8.2 To ensure that treatment has been effective, and damp and mould has not reappeared, any improvement work will be accompanied by a follow on contact to tenants.

## 9 Process of Elimination for Complex Cases

- 9.1 Occasionally, the cause of dampness is unclear, and the diagnosis process can be complex. This is often the case where there is more than one possible cause of dampness. Extreme condensation can also impede the diagnosis process.

- 9.2 In some complex cases, a process of elimination may be required, and a period of monitoring will be necessary after each element of remedial works is carried out. In the case of penetrating dampness, for example, it might take one month per inch of masonry to dry out.
- 9.3 High levels of internal humidity can impede the drying out process following remedial works, and as such, it is essential that tenants follow advice relating to reducing internal humidity and increasing ventilation during the periods following works.
- 9.4 It is important that this is clearly communicated to tenants, and that tenants are involved in the monitoring and re-reporting process.
- 9.5 Where symptoms of dampness persist after remedial works, it is important that tenants contact NWLDC to advise of this.

## 10 Damp and Mould Inspections

- 10.1 In cases where the causes of damp and mould are unclear, an inspection may be required. These inspections may be carried out by:
- A trade inspector – this may be someone with a specific carpentry, plumbing, masonry or electrical background, selected for their appropriate skillset to investigate possible contributory factors.
  - A Building Surveyor – this will be an accredited in-house surveyor, who will endeavour to determine the cause or causes of dampness when it is unclear what the cause is, or whether other routes have been explored and exhausted.
  - Independent specialist survey – usually carried out by an independent RICS surveyor. These surveys will be carried out in cases where the causes of damp and mould remain unclear or disputed following a combination of the inspections noted in point 10.

## 11 Mutual Exchanges

- 11.1 Before any mutual exchange takes place, the property will have been inspected. Outgoing tenants will be required to adequately clear areas to allow inspection and complete any repairs that are the tenant's responsibility before the exchange takes place. This inspection will also identify whether there are any damp and mould issues and appropriate advice will be given at this time and / or remedial repairs requested by the member of staff visiting the property.
- 11.2 Properties moved into as a mutual exchange are accepted as seen. This means that any large scale Works such as kitchen refurbishment will only be completed when and if they are due to be completed via an ongoing planned improvement programme. However, responsive repairs will be carried out following standard procedures and this includes the response to reports of damp and mould.

## 12 VOID ( Empty) Properties

12.1 When a tenancy has ended, work will be undertaken before the next tenant moves in to make sure that the property meets our agreed Void Letting Standard. This aims to ensure that the property is safe, secure, clean and in a good state of repair.

To assist with the eradication, control or management of damp, mould and condensation, this will include:

- Completing any works required to eradicate rising or penetrating damp
- Cleaning of any extractor fans to ensure they are working properly
- Replacing or upgrading of any faulty fans
- Installing mechanical ventilation to any property showing signs of damp, mould or condensation
- Ensuring that doors and windows are serviceable and can effectively ventilate the property
- Applying any damp and mould treatments, where necessary.

## 13 Technology and Monitoring

13.1 The Council wants to make sure that tenants know how to spot and report issues, and that a proactive approach to preventing damp and mould issues in Council properties is adopted.

13.2 Proactive mould surveys will be undertaken in Council houses in geographic areas identified as having a disproportionately higher number of mould-related issues. In addition to this, proactive checks are also undertaken for damp and mould during the void process where all necessary damp proofing and mould treatment works are carried out.

13.3 Resources have also been increased so that the Council can pro-actively respond to reports of damp and mould.

### 13.4 **Our ongoing pro-active approach includes:**

The Council will identify the prevalence of hazards including damp and mould through stock condition surveys and predictive modelling. This information will be used to plan and deliver pro-active investment in 'hotspot' areas and poorly designed properties. The Council will also:

- Analyse complaints data to identify potential trends, themes and learning opportunities ensuring processes are re-engineered based upon the learning.
- Undertake thorough damp and mould inspections when properties are vacant, ensuring the necessary damp and mould treatment works are completed before a property is re-let.

- Identify damp and mould issues during mutual exchange inspections to ensure it is rectified prior to the exchange taking place.

13.5 **The Council will:**

- Undertake annual training to Council officers on customer care and how to identify condensation, damp, and mould.
- Deliver regular 'toolbox talks' with Council contractors to ensure operatives, entering properties, are trained to an appropriate level.
- Check each room within a property during a programme of Tenancy Health Check visits to identify damp, mould and condensation.
- Undertake spot checks (MOT) of properties where tenants have not reported a repair within a 12-month period.
- Review information provided to customers to raise awareness around damp, mould and condensation on an annual basis e.g., through the Council's webpages, targeted tenant involvement strategies and social media platforms.
- Provide all new Council tenancies the leaflet 'Damp, mould and condensation in your home- A guide for council tenants' in their starter pack. They will also be shown how to use their heating and ventilation systems, and will be provided with up to date running costs of the appliance for their information.

## 14 Improvements

14.1 Subject to funding, the Council will endeavor to carry out improvements to properties to assist tenants with creating a warm, healthy environment, free from damp and mould. Improvements could include:

- Provision of a mould treatment kit for free of charge
- Change of heating type
- Internal insulation (thermal boarding)
- External insulation
- Cavity wall insulation
- Floor or ceiling insulation
- Retro-fit damp proof membrane or injection
- Additional mechanical extraction
- Heat recovery units
- Positive input ventilation units
- Additional external drainage

14.2 As improvements fall outside the scope of responsive repair, right to repair and Decent Homes Standard timescales, any commitment to improvements are likely to be on a much longer-term timescale and subject to change.

## 15 Landlord Responsibilities

15.1 Section 11 of the Landlord and Tenant Act 1985 places an obligation on the Council, as a landlord, to maintain the exterior and structure of the property. This includes installations for the provision of water, heating systems, drainage, sanitary appliances and gas and electricity. It ensures a rented property is kept in a good state of repair.

15.2 As also set out in the tenancy agreement, the Council commits to meeting its legal obligation to keep in repair the structure and exterior of the building, including roof tiles, gutters, drains and pipes.

15.3 The Council will keep in repair and proper working order the installations for water, gas, and electricity. This includes basins, sinks, baths, toilets, water tanks and pipes, gas pipes, boilers, electrical wiring, radiators and any other installation for space heating and water heating.

15.4 It is important to note, and in accordance the Landlord and Tenant Act 1985, the Council only has to repair the dwelling back to the standard it was when a tenant moved in, as long as the condition was satisfactory at that time. The Council is not required to upgrade or improve any part of the property, unless agreed in the tenancy agreement or undertaken by the Council voluntarily.



## 15.5 **Reasonable timescales:**

- 15.5.1 Where damp, mould and condensation repairs are required, these will be dealt with in accordance with the timescales set out in Awaab's Law.  
Where responsive repairs fall outside of Awaab's Law and meet the right to repair scheme, these will be dealt with in accordance with the timescales set out in the Housing Repairs and Maintenance Policy.
- 15.5.2 Where repairs fall outside of the scope of responsive repairs or the right to repair scheme, temporary repairs will be attempted, and major works will be carried out within a reasonable time period.
- 15.5.3 Improvement works generally carry no statutory timescales, and a reasonable timescale could vary between six months and several years, where agreed.

## 16 Tenant Responsibilities

- 16.1 As set out in section 11 of the Landlord and Tenant Act 1985, a tenant or leaseholder has a duty to "use the premises in a tenant-like manner". In essence, this means that our tenants are expected to take good care of the dwelling, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, they should:
- Keep the dwelling clean
  - Heat and ventilate the property appropriately – the Council will support and signpost tenants if there is financial hardship
- 16.2 The Defective Premises Act 1972 sets out that as a landlord, the Council cannot be liable for injury or damage caused by something that the tenant is responsible for repairing.
- 16.3 Tenants have an obligation to allow access for inspections and repairs, in accordance with the tenancy agreement.

## 17 Education and Improvement

- 17.1 All Council officers will receive training in understanding the causes and symptoms of damp and mould, the potential impact on health, and the importance of reporting concerns. Technical officers and operatives will receive more in depth training to aid diagnosis and ensure appropriate investigations and repairs are carried out.
- 17.2 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.
- 17.3 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. NWLDC will ensure that this education is in a range of formats including verbal, written, audio, visual and video.

## 18 Exclusions and Limitations

- 18.1 Misuse / damage – where damp and mould is 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.
- 18.2 Rooms outside of the habitable part of the property – sheds, store rooms, 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.
- 18.3 Leaseholders – the Council will be responsible for anything listed within the freeholder's obligation within the lease. The cost of this is apportioned accordingly.
- 18.4 Garages – garages are not guaranteed to be dry or free from damp. They are designed to be secure off-road parking for standard vehicles only.

## 19 Complaints and Feedback

19.1 The Council aims to get things right the first time.. Receiving positive comments and feedback about our staff is welcomed and appreciated. this .

19.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services.

19.3 The Housing Ombudsman Service advises that a complaint must be defined as:

*'An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

19.4 Where a tenant considers that the Council has given a poor service or has got something wrong, they may tell a member of staff or their local Councilor in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

19.5 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint (stage 1), which can then be escalated to a stage 2 complaint if they are still not satisfied with the response. Having been through stages 1 and 2 if the tenant is still not satisfied, the tenant may contact the Housing Ombudsman Service.

## 20 Equality Impact Assessments

20.1 The Councils complete an equality impact assessment each time a policy, procedure or service is developed or reviewed. The assessment is to help ensure decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.

20.2 This policy has been subject to the Council's Equalities Impact Assessment (EIA) screening matrix

20.3 The Council aims to work with other stakeholders, both internal and external, to ensure the needs, requirements and circumstances of each tenant are considered, this includes any identified health or mobility issues.

## 21. Implementation and Monitoring

21.1 The Strategic Director is responsible for implementing and monitoring of this policy.

21.2 This Policy will be reviewed at least every three years from the date approved, to ensure its continuous suitability, adequacy and effectiveness. The introduction of new legislation, regulatory or operational changes or other matters may trigger an earlier review.

21.3 Managers of the Repair and Maintenance Service are responsible for making sure that all relevant employees are aware of the contents and responsibilities of this policy.

## 22 Right to Review

22.1 Tenants may request access to information relevant to repairs under the Freedom of Information act.

23.2 Tenants are entitled to challenge decisions made under this policy using the Complaints and Members / MP enquiry process.

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