



Damp & Mould Policy

Policy Number 04

Policy Reviewed on: 27th November 2025

Next Review Date: November 2027

Signed: Head of Housing & Property Services

*Policy to be read in conjunction with LRHS Health & Safety Policy

1 Policy Statement

This policy is relevant to Littlehampton & Rustington Housing Society Ltd Property Management Services and the staff within the Estates Team.

1.1 LRHS aims to provide and maintain dry, warm, healthy homes for our tenants whilst ensuring that properties and tenants are protected from damage resulting from damp and mould.

1.2 We understand and take seriously our obligations as a landlord and want to work with our tenants in achieving the above.

1.3 This damp and mould policy reflects the above and takes into account the recommendations set out within the Awaab's Law, introduced by the Social Housing (Regulation) Act 2023 and became effective from 27th October 2025, which focuses on the obligations of social landlords to ensure that rental properties are free from damp, mould, and other hazardous conditions.

It also considers the Housing Ombudsman's Spotlight Report on Damp and Mould, it's not lifestyle ("the Report"). The Report highlights that tenants living in homes with damp and mould may be more likely to have respiratory problems, allergies, asthma, and other health conditions, but that there is a broader impact on mental health, education and career prospects of tenants living with damp and mould.

1.4 We are committed to working in partnership with tenants to support tenants who experience issues with damp and mould. We are committed to improving housing conditions and adopting a zero-tolerance approach to damp and mould. This policy sets out our aims and approach to tackling damp and mould.

1.5 We will ensure we align our approach to damp and mould and Pre-Action Protocol cases with that of expectation set by the Housing Ombudsman Service and the Regulator.

2 Purpose of Policy

2.1 This Policy sets out LRHS commitment to tackling any damp and mould issues in detailing the steps taken to ensure we are providing, and allowing our tenants to maintain, a damp and mould free home.

2.2 The Policy details our legal obligations as a registered social landlord and explains our tenants' responsibilities. This Policy sets out our commitment to providing safe and warm homes to improve conditions within homes, and to help prevent dissatisfaction and complaints.

3 Policy Objectives and Scope

3.1. The objectives of this Policy are to:

- Comply with all relevant legislative and regulatory requirements and meet our contractual obligations.
- Ensure tenants are treated in a fair and consistent way.
- Ensure that we provide and maintain fit homes for our tenants and that the fabric of our properties are protected from deterioration and damage resulting from damp and mould.
- Ensure colleagues are adequately trained to spot signs of damp and mould, understand the cause and remedies, and take steps to reduce damp and mould.
- Provide a responsive service which is easily accessible to tenants, and which promotes effective communication with tenants to address damp and mould.
- Ensure appropriate aftercare for tenants who experience damp and mould.
- Provide a clear approach to damp and mould cases, complaints

3.2 In order to achieve our aims, we will ensure all tenant facing colleagues and operatives are adequately trained. We will invest in both preventative and reactive measures. We will liaise with other social housing landlords and other organisations and services to adopt best practice.

4 Legal/Regulatory Framework

4.1 LRHS commit to meeting our regulatory and legal obligations in relation to disrepair in the home. This includes, but is not limited to, the below regulations and legislation.

4.2 We will also regularly seek best practice from organisations and services, including the Housing Ombudsman, and adopt any good practices which will help us to tackle the issue of damp and mould.

4.3 *Landlord and Tenant Act 1985 (“the Act”)*

In accordance with s11 of the Act, we are responsible for:

- Keeping in repair the structure and exterior of our properties (including drains, gutters and external pipes).
- Keeping in repair and proper working order the installations in our properties for the supply of water, gas and electricity and for sanitation.
- Keeping in repair and proper working order the installations in our properties for space heating and hot water.

4.4 *Environmental Protection Act 1990*

A statutory nuisance may exist where a property is in such a state as to be prejudicial to health or a nuisance. Prejudice to health is defined to mean ‘injurious or likely to cause injury to health’ and this can be satisfied where the condition of a property is such that would cause a well person to become ill or the health of a sick person to deteriorate further. Health includes both physical and mental health.

Properties suffering with dampness, mould and condensation could be deemed to be statutory nuisance

4.5 *Housing Health and Safety Rating System (“HHSRS”) & the Decent Homes Standard (“the Standard”)*

In 2006 the Decent Homes Standard was updated to take into account the HHSRS. According to the Standard, for a home to be considered ‘decent’ it must meet the current statutory minimum standard for housing, be in a reasonable state of repair, have reasonably modern facilities and services, and provide a reasonable degree of thermal comfort.

4.6 *Homes (Fitness for Human Habitation) Act 2018 (“HFHHA”)*

The HFHHA amended the Landlord and Tenant Act 1985 and requires us to ensure our properties are fit for human habitation both at the time a tenancy is granted and during the term of a tenancy. In determining whether a property is unfit for human habitation, regard shall be had to its condition in respect of repair, stability, freedom from damp, internal arrangement, natural lighting, ventilation, water supply, drainage and sanitary conveniences, facilities for preparation and cooking of food and for the disposal of waste water. A property shall be regarded as unfit for human habitation if, and only if, it is so far defective in one or more of those matters that it is not reasonably suitable for occupation in that condition.

4.7 *Regulatory Standards*

As a Social Landlord LRHS are required to fulfil their requirements of the Regulatory Standards set by the Regulator for Social Housing. Although cross cutting through the Regulatory Standards, this policy is specifically relevant to Home Standard within the Consumer Standards section. The Home Standard sets the expectation for Registered Providers of Social Housing to provide tenants with quality accommodation and an effective repairs and maintenance service. In 2020 the Government published The Charter for Social Housing Residents: Social Housing White Paper, which describes ways to improve things for people living in social housing.

5 Our Responsibilities

5.1 Damp and mould are caused by excess moisture. They can be caused by a number of factors including leaks, penetrating dampness, rising dampness, lack of ventilation, structural issues and condensation. The Housing Ombudsman’s Spotlight Report on Damp and Mould, it’s not lifestyle (“the

Report”), sets out that, according to survey responses, the top three causes of damp and mould are: • Ventilation (30%). • Leaks (23%). • Structure (20%).

5.2 The Report found that condensation was the fourth cause of damp and mould. The Report further found that the causes are often not mutually exclusive with some or all of the causes present in any particular case.

5.3 Condensation occurs when moist air comes into contact with a colder surface, for example a wall, mirror or window. The air cannot hold the moisture and droplets of water can appear. This can also occur in places where the air is still, for example behind furniture or in corners of rooms. Mould caused by condensation usually appears as black dots and can most frequently be found within bathrooms and kitchens. It can be caused by humidity of indoor air, low temperature or poor ventilation

5.4 The Report sets out that there are a number of factors that will affect the risk profile of a property which can be divided into two categories: structural and occupancy. Structural factors include property age, design and modifications. It is recognised that some properties, such as converted street properties, are more susceptible to damp and mould than others. Occupancy factors may include overcrowding and the availability and use of heating and ventilation. Occupancy factors also include individual circumstances, such as disability, financial hardship and health conditions.

5.5 We recognise that occupancy factors do not mean that we have no responsibility to assist our tenants. Where occupancy factors are identified, we will work in partnership with tenants and tenancy team and consider appropriate measures to put in place and housing options.

5.6 We will work in partnership with our tenants to ensure that tenants who report damp and mould within their homes are treated with respect and empathy.

5.7 We will ensure that our tenants have access to and are provided with comprehensive advice, information and guidance on managing and controlling damp, mould and condensation.

5.8 We will ensure the process of reporting an issue of damp and mould is straightforward and easily accessible for tenants.

5.9 We will investigate and diagnose causes of damp and mould and deliver effective repair and improvement solutions.

5.10 We will provide effective regular communications with our tenant at each key stage of the remediation journey:

- A) Initial contact and our first positive contact to triage and arrange mould wash and/or inspection
- B) Follow up contact after mould wash and/or initial inspection
- C) Proposed remedial works and timescales
- D) Post- completion and sign off works
- E) 6 month and 12 month follow up to check all ok

5.11 We will assess all reports on a case-by-case basis to provide support to our tenants. We will utilise tenant profile information to prioritise cases (where necessary) using age, health, language, occupancy, and energy performance certification information to influence our actions. This will help influence our approach at the initial triage assessment.

5.12 Where we encounter situations relating to hoarding, we will work with the tenant to assist in removing hazards and to put the appropriate support in place.

5.13 We will ensure all homes at the time of a new tenancy are free from damp, mould and condensation. If identified at void stage it will be rectified as part of the void works.

5.14 We are responsible for insulating a tenant’s home in accordance with Decent Homes Standard to help reduce the likelihood of condensation occurring.

5.15 We are also responsible for carrying out any repairs to, and maintaining, the structure and exterior of tenants' homes, as well as repairing any installations to avoid penetrating and rising dampness. Penetrating and rising dampness can be caused by a number of factors, including but not limited to, the following:

- Water leaks from the roof, windows, pipes or gutters.
- Defective damp proof course.
- Defective rainwater goods.

5.16 When an inspection identifies the cause of any damp or mould to not be as the result of a building defect or disrepair, we arrange to treat the damp and mould and solve the immediate problem and will also offer tenants help and advice with ways in which the tenant can reduce and prevent damp and mould in their home in the future.

6. Tenant's Responsibilities

6.1 Damp and mould caused by condensation could adversely affect the health of our tenant and the condition of their home. Tenants are responsible for making sure they take appropriate steps to reduce condensation their home that could result in damp and mould growth.

6.2 Tenants should follow all advice and guidance provided by LRHS, on managing and controlling condensation, damp and mould.

6.3 Tenants should regularly check for condensation, damp and mould, and report issues to LRHS at an early stage.

6.4 Tenants should report any water ingress, damp to internal walls/ceilings, leaks from pipes, faulty heating, or issues with passive ventilation or mechanical extraction when repairs arise.

6.5 Tenants should not store belongings in lofts, which would compress loft insulation and decrease thermal performance.

6.6 Tenants should arrange appropriate household contents insurance, to protect their home from damage caused by damp, mould and condensation. LRHS will manage all complaints, compensation within the Complaints Policy and Compensation Policy.

6.7 If a tenant fails to follow LRHS advice and guidance and reasonable steps to reduce damp or mould, the tenant may be recharged for any resulting repairs, which are considered as a result of neglect.

7. Preventative Work, Support and Record Keeping

7.1 To reduce the occurrence of damp and mould in our properties, we will:

- Promote information about how to reduce condensation
- Carry out works with appropriate timescales that could lead to damp, mould and condensation.
- Promote accurate record keeping.
- We recognise fuel poverty could be an issue relating to damp, mould and condensation issues, we will aim to help and support through our tenancy sustainment activities.
- We will offer tenancy sustainment support, including but not limited to:
 - o Affordability advice and budgeting
 - o Hardship fund support to ensure the home can be heated and to tackle fuel poverty.
 - o Benefits advice and support
 - o Tenancy management support

7.2 We will communicate and engage with tenants at all stages of our Damp and Mould Case Management process.

7.3 We will use information held about our homes to ensure we have an understanding of risk in relation to damp and mould.

7.4 Where damp and mould is reported to us in a property, we will take steps to ascertain whether there are wider problems within the building. Steps may include, but are not limited to, examining loft spaces, surveying the external of the property and visiting neighbouring properties.

7.5 We will ensure that empty properties are thoroughly inspected and are in a good state of repair, treating any known Damp and Mould before a property is re-let.

8. Reporting Damp and Mould

8.1 Our aim is to provide our tenants with easy access to our services so that tenants can report any issues with damp and mould

8.2 When we are contacted in relation to damp and mould issues and a case logged we are bound by the Regulations and timescales as within Awaab's Law.

The Regulations mean social landlords must:

- Investigate any potential emergency hazards and, if the investigation confirms emergency hazards, undertake relevant safety work as soon as reasonably practicable. The investigation and the work must both take place within **24 hours** of becoming aware of the hazard.
- Investigate any potential significant hazards within **10 working days** of becoming aware of them;
- Produce a written summary of investigation findings and provide this to the tenant within **3 working days** of the conclusion of the investigation.
- Undertake relevant safety work within **5 working days** of the investigation concluding, if the investigation identifies a significant hazard.
- Begin, or take steps to begin, any supplementary preventative work to prevent a significant or emergency hazard recurring within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard. If steps cannot be taken to begin work in **5 working days** this must be done as soon as possible, and work must be physically started **within 12 weeks**.
- Satisfactorily complete supplementary preventative works within a reasonable time period.
- Secure the provision of suitable alternative accommodation for the household, at the social landlord's expense, if relevant safety work cannot be completed within specified timeframes.
- Keep the tenant updated throughout the process and provide information on how to keep safe.

8.3 Where damp or mould is found in a property, we are committed to carrying out an initial mould wash on each reported area of a property to assist in the prevention of mould returning or escalating, within 10 working days of works instruction. This is subject to access and suitable appointment date and time for our tenant

8.4 There are three key streams of work damp and mould remediation projects will fall into:

- 1 – Simple mould wash and treatment
- 2 – Mould wash and treatment and ventilation (passive and mechanical)
- 3 – Replacement of building components

8.5 A home could have one or more of the above treatment plans. Where repairs are found (pipe leaks, roof leaks etc), they will be dealt with via our Repairs Service

8.6 Where works are identified which include replacement of building components (heating, windows, doors, ventilation, insulation) this will be undertaken through existing capital works programmes.

8.7 We will consider whether it is appropriate for a tenant to live at their home whilst the repair works are ongoing and may offer a temporary or permanent decant. We will take into consideration individual circumstances, the condition of the home and nature and severity of the works.

8.8 Where requested, copies of relevant reports related to the Damp, Condensation and Mould reported can be provided to tenants

8.9 Where extensive works are required, we may carry out smaller remedial works at an earlier stage to remove the Hazard from the home.

8.10 Our tenancy agreements require residents to allow LRHS and our contractors access to their home to carry out inspections and/or works at the agreed appointment time. If we are unable to gain access, we may need to take action. For example, if the integrity of the property, its fabric and/or the safety of residents or those in the vicinity of the property is compromised, and access is refused, we may seek an injunction in the County Court.

9. Training

9.1 We will ensure that all our colleagues and contractors have training to:

- o Follow, raise awareness, and create a good understanding of this policy in order to tackle the issue of damp and mould.
- o Spot signs and understand the causes and remedies of damp and mould, and to not assume 'lifestyle' is the cause.
- o Carry out maintenance/works to reduce the occurrence of damp and mould.
- o Ensure tenants are supported and that they are treated in a fair and non-discriminatory way.
- o Demonstrate empathy towards tenants where necessary when responding to complaints of damp and mould.
- o Ensure appropriate mechanisms are in place to support colleagues, where necessary, dealing with complaints of damp and mould.
- o Ensure accurate recording keeping of damp and mould complaints.

9.2 We will ensure that colleagues and contractors are appropriately qualified to investigate the causes of damp and mould, that investigations are thorough, and that appropriate tools and equipment are used.

9.3 Training will be undertaken on an annual basis.

10. Aftercare

10.1 Following any damp and mould works being completed, we will contact tenants to identify any outstanding issues.

10.2 We will undertake a post completion inspection following completion of works (including snagging visits), a 6-month and/or 12-month post works check. We will make contact with tenants and may schedule a follow up visit to tenants' homes to satisfy ourselves that any problem has not returned, and that the tenant is satisfied.

10.3 Where follow up works are not required; we will notify tenants and explain why we have decided that no further works are needed. Where a property inspection takes place, we will share any report with tenants.

10.4 Once a property has been treated for Damp and Mould and further reports are made, if it is found to be due to a tenant not following advice to prevent further damp and mould, rather than further defects or structural issues to the property LRHS reserve a discretionary right to recharge further remedial works to the tenant.

11. Complaints Process

11.1 If tenants are dissatisfied with the service provided, they can make a complaint to us by following our Complaints Policy.

11.2 Where the complaints process is exhausted, tenants can use the Housing Ombudsman's alternative dispute resolution service to obtain a free, independent, and impartial assessment of the case.

12 Equality and Diversity

12.1 We recognise that different people and communities may have specific needs which may require flexible approaches. We believe that everyone should be treated with dignity, respect and fairness regardless of their characteristics. We do not tolerate unfair treatment and discrimination that cannot be justified.

12.2 As part of our initial triage with our tenant when a new damp and mould case is raised we will consider personal circumstance and any vulnerabilities and adjust our service to support the specific needs of our tenant.