

## Damp and Mould Policy

### Version control

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<b>Owner/responsibility for compliance</b>		Head of Housing Commissioning and Strategy	
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1.1	11 Sept 2024	Cabinet	New policy

## 1 Introduction

- 1.1 This policy is to support the Council in its function as a landlord to provide effective housing management.
- 1.2 This policy outlines the Council's approach to reports and incidents of damp and mould within our housing stock.
- 1.3 The Council has adopted a zero-tolerance approach to damp and mould.
- 1.4 In developing this policy residents' and partnering agencies' views and feedback have been considered. An Equalities Impact Assessment has been carried out.

## 2 Aims/objectives

- 2.1 This policy has been written to ensure that wherever possible, tenants and their families 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.
- 2.2 Everyone is vulnerable to the health impacts of damp and mould, but people with certain health conditions, children, and older adults, are at greater risk of more severe health impacts.
- 2.3 Damp and mould primarily affect the airways and lungs, but they can also affect the eyes and skin. The respiratory effects of damp and mould can cause illness although it is not only physical ailments which exposure to damp and mould can onset but the presence of damp and mould can also affect tenants' mental health.

### 3 Definitions

3.1 For the purpose of providing clarity to this policy, the following definitions apply:

- **Rising damp** is 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** is 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** from any parts of the plumbing, heating or drainage system, aboveground or underground
- **Condensation** occurs when an imbalance of heating, moisture and ventilation leads to airborne 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** is a room in which moisture is created through use of appliances, for example kitchens, bathrooms and shower rooms.
- **Habitable room** is a room that is utilised for dwelling purposes e.g. living, eating, sleeping. The Council 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 they are not well ventilated.

### 4 Scope

4.1 This policy applies to all tenancies granted by the Council.

### 5 Methods of reporting

5.1 Tenants and leaseholders can report repairs by phone, email, letter, in person, on our website or through our social media pages.

5.2 Damp and mould issues may also be identified by visiting professionals and housing officers, in which case, this will be reported back to the repairs service.

## **6 Diagnostic scripting**

6.1 All repairs coming through the Council's call centre will be triaged using a diagnostic script. This script has been created from specialist officer knowledge, and industry best practice. 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.

6.2 It is important that tenants are honest and accurate when reporting repairs, in order that the scripting is appropriate.

## **7 Investigations and repairs**

7.1 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 trained 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 has been carried out and this has not been successful, the Council will visit the property and investigate the matter further.
- Insulating Housing Revenue Account 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.

7.2 To ensure that treatment has been effective, and damp and mould has not reappeared, any improvement work will be accompanied by a follow up visit to the property. The Council will allow at least 6 weeks after the initial treatment to revisit the dwelling. Any issues reported by tenants in the meantime will be acted upon promptly. If damp and mould have reappeared, further investigation and intervention will be pursued.

## **8 Process of elimination for complex cases**

8.1 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.

8.2 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 1 month per inch of masonry to dry out.

8.3 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.

8.4 It is important that this is clearly communicated to tenants, and that tenants are involved in the monitoring and re-reporting process.

8.5 Where symptoms of dampness persist after remedial works, it is important that tenants continue to notify the Council.

## **9 Damp and mould inspections**

9.1 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 technical inspector – this will be an officer with a surveying or management background, 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.
- A contractor inspection – this could include an inspection by a damp proofing, roofing, plumbing, drainage or ventilation contractor. Due to a potential commercial influence these surveys are not considered to be independent surveys, however, data included can provide valuable insight into the symptoms observed.

- 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.

## **10 Technology and monitoring**

10.1 As part of a proactive and holistic approach to preventing and identifying the causes of damp and mould, the Council will make use of technology and monitoring equipment. This equipment will never record personal data, audio or video. Such equipment could include:

- Data loggers on fans and ventilation units.
- Data gateways on multi-function heat / carbon monoxide alarms.
- Quantum smart storage heaters.

10.2 Typical data gathered by such equipment includes:

- Customer or public safety concerns.
- Records of ventilation systems being manually turned off.
- Indoor temperatures.
- Indoor humidity.
- Carbon monoxide levels.
- Carbon dioxide levels.
- Dust contamination.
- Fire detection alerts.
- Air quality.
- Occupancy patterns.
- Draft detection/ open window alert.

10.3 By remotely monitoring this data, it is possible to either prevent conditions leading to poor air quality, damp or mould, or to identify triggers for symptoms which already exists. This may help to identify repairs required, or to better guide tenants on appropriate use of the property and equipment.

## **11 Landlord responsibilities**

11.1 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.

11.2 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.

11.3 Keeping in repair and proper working order the installations for water, gas, and electricity 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.

#### 11.4 The Council will:

- Listen to tenants in a fair and empathetic manner.
- Promote that all Council officers and contractors have a role to play in identifying and reporting damp and mould adopting an 'eyes and ears' approach.
- Embed a culture where Council officers and contractors are trained to see safety as their responsibility and do not blame lifestyle as the cause of damp, mould and condensation.
- Take a data driven, risk and solution focused approach to deal with damp, mould and condensation.
- The Council will seek to understand what is causing damp and mould in our homes, and we will ensure this intelligence informs our investment plans for the future
- Investigate potential hazards after being made aware.
- Provide a written summary of findings to the tenant
- Ensure works are completed within a reasonable period of time.
- Action emergency repairs as soon as practicable and, in any event, within 24 hours.
- Offer temporary accommodation until the property is made safe - if the investigation finds a hazard that poses a significant or imminent risk of harm or danger and the property cannot be made safe.
- Keep clear records of all attempts to comply with the proposals.
- The Council will utilise our tenant communications and engagement channels to adopt a pro-active marketing campaign so that tenants are aware of how to spot damp and mould issues in their home and how they can report.

#### **Reasonable timescales**

11.5 Where repairs fall within the scope of responsive repairs and the right to repair scheme these will be dealt with in accordance with the following timescales:

#### **Routine**

11.6 Routine response times are applied where the investigate concludes that there is not a significant or imminent risk of harm or danger. The 'Routine' response time are:

- Remedial works to commence within 28 days of the investigation.
- Larger repairs within 90 days of the investigation.

#### **Priority**

11.7 Priority response times are applied where the investigate concludes that there is a significant or imminent risk of harm or danger. The Priority response time for works to commence is within 7 days of the investigation concluding.

11.8 Priority response time will also be assigned to those cases where a medical professional believes there is a risk to a resident' health.

#### **Emergency**

11.9 Emergency response times are applied where the investigation concludes that there is a significant or imminent risk of harm or danger and homes are not fit for human habitation and/or containing free category 1 hazards defined within the HHSRS.

- 11.10 Emergency repairs are repairs that if not actioned quickly or immediately present an urgent danger to tenants. The emergency response time for works to commence is as soon as practicable and always within 24 hours.
- 11.11 Where repairs fall outside of the scope of responsive repairs or the right to repair scheme, and especially where external contractors are needed, temporary repairs will be attempted and major works will be carried out within a reasonable time period. This is normally before the end of the following financial year (for example major re-roofing, major re-plastering, and major concreting works, bathroom or kitchen renewal).
- 11.12 Improvement works generally carry no statutory timescales, and a reasonable timescale could vary between 6 months and several years, where agreed.

## **12 Tenant responsibilities**

- 12.1 As set out in section 11 of the Landlord and Tenant Act 1985, a tenant has a duty to “use the premises in a tenant-like manner”. In essence, this means that 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.
- 12.2 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.
- 12.3 Tenants have an obligation to allow access for inspections and repairs, in accordance with the tenancy agreement.

## **13 Education and improvement**

- 13.1 All housing colleagues will receive training on 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.
- 13.2 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.
- 13.3 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. The Council will ensure that this education is available in a range of formats.

## **14 Exclusions and limitations**

- 14.1 **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.
- 14.2 **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.
- 14.3 **Garages:** are not guaranteed to be dry or free from damp. They are designed to be secure off-road parking for standard vehicles only.

## **15 Monitoring and review**

- 15.1 This policy will be reviewed every two years or sooner if legislation or regulations change.

## **16 Further information**

- 16.1 Please contact Arlene Griffin, Head of Housing Commissioning and Strategy, [agriffin@swindon.gov.uk](mailto:agriffin@swindon.gov.uk) for information or support in relation to this policy.