



# DAMP AND MOULD POLICY

2023

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## 1 Introduction

- 1.1 Mid Devon Housing (MDH) 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, health 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 provider 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 MDH'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
  - Provide staff with the ability to understand what is going on by giving them scripts to aid diagnosis
  - Ensure that tenants are treated in a fair and consistent way
  - Comply with statutory regulatory, legislative requirements, contractual requirements and good practice
  - Focus on working in partnership with tenants ensuring that a safe and healthy internal environment is possible
  - Allow MDH to undertake effective investigations and implement all reasonable remedial repair solutions and improvements to make eradication of damp and mould possible
  - Ensure that tenants have access to and/or are provided with comprehensive advice and guidance on managing and controlling damp, mould and condensation
  - Maximise the available budgets and ensure that they are used effectively and efficiently to deal with damp, mould and condensation problems
  - Ensure that the fabric of our property is protected from deterioration and damage resulting from damp, mould and condensation
  - Focus on working in partnership with tenants ensuring that a safe and healthy internal environment is reasonably possible to achieve
- 1.4 We 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 contact us to organise a new repair and record each attempt on our tenant database.

- 1.5 We will implement data collection and insight measures to assist with informing us of the possible risks to our properties so that we can undertake proactive measures to eliminate damp, mould and condensation before it becomes a problem for our customers.

## 2 Legal Framework and Context

- 2.1 Under the Homes 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 Social Housing (Regulation) Act has received Royal Assent, meaning the bill has now been enacted into law. This will impact the regulatory framework for social housing and introduce a new proactive, consumer regulation regime focussed 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 These new standards are there to ensure tenants feel safe and secure in their homes, can get problems fixed before they spiral out of control, and can see exactly how well their landlord is performing giving tenants a stronger voice. The Regulations take account of the aims and ambitions of the White Paper and several are particularly relevant to the aims of this policy:
  - To be safe in your home (Chapter 1)
  - To know how your landlord is performing (Chapter 2)
  - To have your complaints deal with promptly and fairly (Chapter 3)
  - To have a good quality home and neighbourhood to live in (Chapter 6)
- 2.4 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 our performance which includes responsible neighbourhood management.

2.5 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

2.6 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.

### 3 Policy Aims and Objectives

#### Aims

3.1 This policy explains how we will deal effectively with damp and mould in Council homes and communal areas. This includes MDH 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. MDH 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 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 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.
- 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 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 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 (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 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 contact MDH to advise of this.



## 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.

9.2 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.

9.3 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 points 9.1 – 9.2.

## 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:

- 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 Improvements

11.1 MDH has an aging and largely rural housing stock. In this regard, many of our properties are unlikely to meet modern building standards in relation to protection from dampness, thermal properties and access to affordable heating. Subject to funding, MDH will endeavour 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 from all electric to gas or renewable
- 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

11.2 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.

## 12 Landlord Responsibilities

12.1 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.

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

12.3 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.

12.4 It is important to note, and in accordance the Landlord and Tenant Act 1985, MDH 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. MDH is not required to upgrade or improve any part of the property, unless agreed in the tenancy agreement or undertaken by MDH voluntarily.

12.5 Reasonable timescales:

12.5.1 Where repairs fall within the scope of responsive repairs and the right to repair scheme these will be dealt with in accordance with the timescales set out in the repairs' handbook and right to repair guidance.

12.5.2 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).

12.5.3 Improvement works generally carry no statutory timescales, and a reasonable timescale could vary between 6 months and several years, where agreed.

## 13 Tenant Responsibilities

13.1 In accordance with the Tenancy Agreement, our tenants have a contractual responsibility for:

- *'reducing damp, mould and condensation through ventilation and controlling moisture'*

13.2 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 – MDH will support and signpost tenants if there is financial hardship

13.3 The Defective Premises Act 1972 sets out that as a landlord, MDH cannot be liable for injury or damage caused by something that the tenant is responsible for repairing.

13.4 Tenants have an obligation to allow access for inspections and repairs, in accordance with the tenancy agreement.

## 14 Education and Improvement

14.1 All MDH officers 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.

14.2 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.

14.3 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. MDH will ensure that this education is in a range of formats including verbal, written, audio, visual and video.

## 15 Exclusions and Limitations

15.1 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.

15.2 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.

15.3 Leaseholders – MDH will be responsible for anything listed within the freeholder’s obligation within the lease. The cost of this is apportioned accordingly.

15.4 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.

## 16 Complaints and Feedback

16.1 We try to get things right the first time and when we do, we would love people to let us know. It’s great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

16.2 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.

16.3 When people contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

16.4 The Housing Ombudsman Service advise 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’.*

16.5 Where a tenant considers that the Council has given a poor service or has got something wrong, they may tell a member of staff 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.

16.6 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.

16.7 MDH's complaints procedure is detailed on Mid Devon District Council website:  
[Feedback and Complaints](#)

## 17 Review and Version Control

- 17.1 MDH will review this policy every 10 years and as required to address legislative, regulatory, best practice or operational issues.
- 17.2 This policy was produced in 2023 and is version 1.00.
- 17.3 This policy was adopted by Cabinet on xxxx.
- 17.4 This policy was adopted by Council on xxxx