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| Title: | Damp and Mould Policy |
| Person responsible: | Director of Homes |
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| Document management | | |
|---------------------|--------------|---|
| Version | Date amended | Amendments |
| 1 | March 2023 | Original |
| 2 | July 2024 | 12 Month review – no major amendments |
| 3 | Dec 2025 | Updated to align with the implementation of Awaab's Law |

1. Purpose

- 1.1 South Lakes Housing (SLH) is a registered provider (housing association), and we own and manage approx. 3,774 homes across a wide geography in South Lakeland and Lancashire. SLH is committed to providing excellent services, creating safe and sustainable communities, and promoting pride in its neighbourhoods.
- 1.2 This Policy outlines how SLH will comply with Awaab's law, known as *Hazards in Social Housing Regulations 2025*. The primary legislation for Awaab's Law was first introduced through the Social Housing (Regulation) Act 2023, designed to improve the quality, safety and accountability of social housing in England.

- 1.3 The Social Housing Regulation Act 2023 reshaped consumer regulation through the new consumer standards. The consumer standards place duties on social landlords to improve the quality of housing and services, ensuring homes are safe and of a decent standard, residents are treated with respect and have an opportunity to shape the services they receive.
- 1.4 Awaab's law came into force from 27th October 2025, requiring social landlords to meet the requirements in Hazards in Social Housing Regulations 2025 and failure to do so, named residents can hold SLH to account by taking legal action through the courts for a breach of contract. Other avenues of redress are available to tenants through SLH complaints procedure and the Housing Ombudsman Service.
- 1.5 Awaab's law will be implemented in the following phases in the social rented sector:

| Table 1: Awaabs Law Phased Implementation | |
|--|--|
| 27 th October 2026 | Social landlords will have to address all emergency hazards and all damp and mould hazards that present a significant risk of harm to tenants to fixed timeframes. |
| 2026 | Regulations will extend to include the following hazards where they present a significant risk of harm: <ul style="list-style-type: none"> • excess cold and excess heat • falls associated with baths etc., on level surfaces, on stairs and between levels • structural collapse, and explosions • fire, and electrical hazards • domestic and personal hygiene and food safety |
| 2027 | Regulations will extend to all remaining HHSRS hazards (Housing, Health & Safety Rating System) apart from overcrowding where they present a significant risk of harm. |

- 1.6 The phased approach does not mean social landlords have leeway on addressing dangerous issues in their homes in the meantime. SLH must continue to meet the outcomes set out by the Regulator of Social Housing in its Safety and Quality standard.
- 1.7 This policy will be updated in accordance with any revisions to the guidance for social landlords as the phases are implemented.
- 1.8 Damp and mould can be harmful to anyone if they are exposed to it over a period, but some factors may increase the risk of more severe health impacts. This could be due to age (very young, or older), pre-existing health conditions (e.g. asthma, Chronic Obstructive Pulmonary Disease (COPD) or cystic fibrosis), pregnancy, weakened immune systems, mental health conditions, mobility issues, high proportion of time spent in doors.
- 1.9 The presence of damp and mould can also have a negative effect on residents' mental health due to unpleasant living conditions; destruction of property and belongings; anxiety related to physical health impacts of mould-related illnesses; social isolation as a result of not wanting visitors in the home.

- 1.10 Some dwelling factors will mean there is a higher chance of the risk being significant, including: the extent of the damp and mould, the location of the damp & mould and how the room(s) it is present in are used, how long it has been present, the ventilation & insulation in the property.

2. Scope

- 2.1 This policy covers all residential properties owned and managed by South Lakes Housing (SLH), including both tenants and leaseholders. For leaseholders, the requirements of this policy apply solely to maintaining the safety of communal areas for which SLH is responsible.
- 2.2 It's important to understand the different types of damp and what causes it.

| Table 2: Understanding different types of damp | |
|--|---|
| Rising damp | <p>This is damp that rises from the ground and into the walls of your home, drawn up by a process called capillary action. It happens in homes with no damp proof course (DPC) or where the DPC has been damaged.</p> <p>Rising damp is unlikely to cause black mould, because the salts in the water inhibit its growth.</p> |
| Penetrating damp | <p>This is caused by damp getting through the walls, via missing pointing, roof leaks or other building defects. This can happen anywhere in your home, but will be located close to where the defect is.</p> <p>It will be more noticeable directly after the rain and will leave a noticeable damp patch on your walls or ceilings.</p> <p>Like rising damp, penetrating damp is unlikely to cause black mould, because the salts in the brickwork limit its growth.</p> |
| Defective plumbing and leaks | <p>Damp can also be caused by leaking or defective plumbing, commonly occurring in bathrooms and kitchens.</p> <p>Black mould is less likely to occur with defective plumbing due to the chemicals found in soaps and cleaning products inhibiting its growth.</p> |
| Condensation | <p>Condensation happens when the air gets colder, and it cannot hold all the moisture. Tiny drops of water appear, and if this happens on a regular basis, it can cause condensation in your home, leaving black or green mould growth on walls and furniture. It is important to provide sufficient ventilation to allow moisture generated by daily living to escape.</p> <p>Of all the causes of damp and mould, condensation is the most likely to cause black mould, due to the lack of chemicals in the water, which in other cases, inhibits its growth.</p> |

- 2.3 This policy sets out how SLH will comply with Awaab's Law and meet its obligations as a landlord, and will take all reasonably practicable steps to proactively manage the prevention of risks associated with damp and mould. Ensuring all residential properties we own and manage meet the needs of Residents now and in the future, ensuring our homes are safe, secure, energy efficient and free from any hazards linked to damp and mould.
- 2.4 SLH is committed to safeguarding the occupants of its properties, along with visitors, from the risks associated with damp and mould, to the extent that it is reasonably practicable. This policy outlines principal objectives, control measures, and responsibilities designed to ensure the protection of residents from potential harm.
- 2.5 In implementing this policy, SLH is committed to considering any vulnerabilities or specific needs of residents and their households, ensuring that all actions and decisions are made with sensitivity to individual circumstances.

3. Regulatory and Legislative Requirements

3.1 Regulatory Standards

- 3.1.1 SLH acknowledges and accepts its responsibilities with regard to taking a zero-tolerance approach to damp and mould. This policy aims to support our decision-making to ensure we comply in accordance with the required legislation, regulations, and guidance.
- 3.1.2 Failure to discharge our responsibilities and obligations properly could lead to named residents holding SLH to account by taking legal action through the courts for a breach of contract, as well as the risk of sanctions from the Regulator of Social Housing.

3.2 Legislative

- 3.2.1 The principal legislation applicable to this policy is:

- Awaab's Law, Hazards in Social Housing Regulations 2025
- Consumer Standards
- Housing Ombudsman Service Complaint handling code
- Housing Ombudsman Service: Spotlight on Damp & Mould – It's not lifestyle
- Regulator Social Housing Consumer Standards 2024
- Social Housing Regulation Act 2023
- Equality Act 2010 (Amendment) Regulations 2023
- Homes (Fitness for Human Habitation) Act 2018
- Building Regulations 2010
- Housing Health and Safety Rating System (England) Regulations 2005
- The Housing Act 2004
- Commonhold & Leasehold Reform Act 2002
- Right to Repair Regulations 1994
- Environmental Protection Act 1990
- Landlord & Tenant Act 1985
- Health & Safety at Work Act 1974
- Defective Premises Act 1972

4. Definitions

- 4.1 In this document, we refer to Residents because it only affects people who live in the homes we provide and the landlord functions, we deliver.

5. Our Approach

- 5.1 At SLH we are committed to implementing robust documented processes and procedures to ensure that potential hazards linked to damp & mould are categorised as either an emergency or significant hazard to trigger action under Awaab's Law.
- 5.2 We will respond to residents' reports of damp and mould with empathy and respect, without making assumptions about individuals or outcomes.
- 5.3 Hazard definitions are detailed below.

| Table 3: Hazard Definitions | |
|-----------------------------|---|
| Significant Hazard | <p><i>"significant risk of harm"</i> means, in relation to the health and safety of an occupier, a risk of harm to the occupier's health and safety that a reasonable landlord would take steps to make safe as a matter of urgency, having particular regard to any known and relevant personal characteristics of the tenant.</p> <p>This means hazards should be considered on a case-by-case basis, factoring in individual circumstances.</p> |
| Emergency Hazard | <p>A <i>"significant and imminent risk of harm"</i> means a risk of harm to the occupier's health or safety that a reasonable social landlord with the relevant knowledge would take steps to make safe within 24 hours.</p> <p>This means issues that could cause immediate harm to the health or safety of tenants if not addressed quickly.</p> |

- 5.4 Timeframes under Awaab's Law begin as soon as SLH becomes aware of a potential hazard or a material change to a potential hazard. The timescales we are expected to adhere to in relation to potential hazards are outlined below:

| Table 4: Awaabs Law Timescales | | | | |
|--------------------------------|--|--|---|---|
| Hazard | Investigation (survey) | Safety Work (Mould Wash) | Written Summary | Supplementary Preventive work (Repairs) |
| Significant | 10 working days of potential hazard being reported | Complete within 5 working days of the investigation concluding | 3 working days to issue a written summary to resident after investigation completed | Begin, or take steps to begin works within 5 working days of the investigation concluding. Work must be physically started within 12 weeks |
| Emergency | 24 hours from the potential hazard being reported | Complete within 24 hours of the investigation concluding | | |

5.5 Landlords are required to treat Awaab's Law timelines as a maximum threshold: some hazards may require a quicker response.

5.6 Upon investigation, should SLH find there is no significant or emergency hazard there are no further requirements under Awaab's Law.

6. Categorise and Triage

6.1 Our approach to damp and mould will rely on good quality conversations with the resident when the hazard is first reported to allow SLH to categorise and triage the hazard, taking all reasonable steps to seek as much relevant information about the issues they are experiencing as possible including:

Understand the circumstances of the resident, including any household vulnerabilities or health risks such as age, health conditions or disability
Determine the nature of the issue, including the extent of the damp and mould, the location, how the room is used, how long it has been present, provision of working mechanical ventilation and insulation to the property
information received from third parties, for example, from medical professionals, social workers or schools.

6.2 SLH will also consider if the risk is likely to be exacerbated by a specific vulnerability in relation to the resident or other circumstances to decide if a hazard is a significant or emergency hazard.

6.3 Our colleagues and contractors will be responsible for looking out for signs of damp and mould when they visit a resident's home, and be clear of the processes they must follow to report any damp & mould issues, either identified themselves or raised by residents directly to SLH.

6.4 We will provide information on our website, and through other digital channels, to raise awareness among residents about the distinct types of damp and mould, what causes it and define the responsibilities of SLH as a landlord, and residents, including how to report any concerns.

6.5 SLH will not make assumptions on the underlying causes of a potential hazard and will still investigate the deficiency before deciding if it is out of scope for Awaab's Law, noting that other legislation may still apply.

7. Investigations

7.1 To confirm whether there is a significant or emergency hazard SLH will undertake an investigation in line with the required timeframe to identify the required work to make a property safe and prevent the hazard from recurring.

7.2 Under Awaab's Law there are 4 key types of investigations.

1. Standard investigations
2. Renewed investigations
3. Further investigations
4. Emergency investigations

- 7.3 SLH colleagues will be responsible for providing clear advice and communication to residents on the outcome of an investigation, including the root cause of any findings and actions we plan to take to resolve damp and mould and a timescale for resolution.

7.4 Standard Investigations

- 7.4.1 A Standard investigation will be used to confirm whether a significant or emergency hazard is present and identify the required work to make a property safe and prevent the hazard from recurring.
- 7.4.2 Standard investigations can be conducted in person or remotely. SLH will conduct standard investigations in person unless at times of high demand or the resident specifically requests a remote investigation to be completed.
- 7.4.3 In the event of becoming aware of a material change to a hazard, either from the resident or through other routes, a new “standard investigation” will be completed and timeframes under Awaab’s Law start again.
- 7.4.4 If, during a standard investigation, we believe there is an emergency hazard, we will complete the investigation as an emergency investigation, in line with emergency investigation timeframes. Emergency timeframes will start from the point at which the potential for an emergency hazard is identified.

7.5 Renewed Investigations

- 7.5.1 In the event of an investigation being completed remotely and a resident later requests an in-person inspection, this will be classed as a “renewed investigation” and must be completed within the timeframes specified under Awaab’s Law and the timeframe for investigation reset.

7.6 Further Investigation

- 7.6.1 Where an investigation is unable to determine the extent of, or the underlying cause of a hazard, a further investigation must be completed as soon as reasonably practicable to determine what work is required to make the property safe and prevent the hazard from reoccurring.
- 7.6.2 Whilst further investigations are pending, safety works such as a specialist mould wash will still be completed by SLH.

7.7 Emergency Investigations

- 7.7.1 If SLH has reasonable grounds to believe an emergency hazard is present in one of our properties, we will undertake an emergency investigation.
- 7.7.2 Emergency investigations can be undertaken remotely to confirm whether there is a significant or emergency hazard and must also, if possible, identify the required work to make a property safe and prevent the hazard from recurring.
- 7.7.3 Where an investigation identifies work is not required, residents will be informed, and we will explain the reason no further work is needed and the steps they should take and how we can support them, and the outcome recorded in our housing management system.
- 7.7.4 We will support residents in resolving damp and mould where it results from the use of the home, and provide residents with appropriate, clear, sensitive, practical, and accessible advice, along with any actions our residents are advised to take.

- 7.7.5 Where residents choose to seek their own specialist contractor, SLH reserves the right to evaluate the contents of the report from the specialist contractor to support and verify any recommendations.

8. Access

- 8.1 SLH will take all reasonable steps to obtain access to properties to complete investigations or relevant safety works and diagnostic repairs.

- 8.2 We will:

- work with residents to arrange a suitable time to visit the property, offering a range of timeslots and considering the tenants' needs (e.g., their working pattern)
- make multiple attempts at various times of the day to contact residents and use different routes if one fails (e.g., phone calls, emails, or letters)
- make best efforts to engage with residents and provide information on why access is needed and what they can expect, in a way that meets their needs (e.g., providing translation services and accessible communications, or information about who will be attending to provide reassurance).
- work with residents to overcome any barriers to allowing access and clearly communicate that any delays in gaining access may lead to delays in completing the necessary safety work.
- Inform residents when an access attempt occurs and supply contact information so they can arrange an alternative appointment at a convenient time.
- document all attempts to engage with the tenant to evidence reasonable efforts have been made.

- 8.3 In the event of exhausting all available options to secure access, we will carry out a risk assessment, taking account of the property and occupier and will seek to engage with residents to address any issues, considering any known or identified vulnerabilities, to facilitate access and ensure the well-being of the resident.

- 8.4 If we believe the integrity of the property, its fabric and/or the safety of the resident or those in the vicinity of the property is compromised. This may include, but is not limited to, obtaining an injunction for access, and any costs incurred would be recharged to the resident.

- 8.5 Damp and Mould cases will not be closed where access has not been gained.

9. Written Summary

- 9.1 Following the conclusion of an investigation, a written summary will be issued to the residents to summarise the outcome of our findings including:

- whether or not the investigation identified a significant or emergency hazard, and what the hazard is
- if action is required, the summary must specify what that action is, and a target timeframe for beginning and completing that action.
- if no action is required, the written summary must specify that there is no action required and the reasons why there is no action required

- information on how to contact SLH
- 9.2 We will also keep residents informed about the progress and timing of work required until all the work is completed.
- 9.3 SLH will use relevant knowledge of our residents' diverse needs to ensure the summary of findings can be understood, taking into consideration accessibility and or language needs.
- 9.4 We will also use a range of methods to provide a written summary depending on the residents preference, either in person, first class or electronically.

10. Preventative Works

- 10.1 Preventative work is any required work to prevent the hazard from recurring as far as possible.
- 10.2 There may be circumstances where it is not reasonably practicable for SLH to begin preventative work within 5 working days, for example, if we are unable to:
 - secure specialist workers to attend the property.
 - secure the required materials.
 - secure approvals from an external body such as local authority, building control or Building Safety Regulator,
 - contract detailed surveys or assessments e.g., structural surveys.
- 10.3 In these circumstances, SLH will arrange the completion of the relevant preventative works as soon as reasonably practicable within 12 weeks, taking into account relevant circumstances such as the availability of materials and labour.

11. Suitable Alternative Accommodation

- 11.1 In the event SLH is unable to complete the relevant safety work within the required timescales, we will secure suitable alternative accommodation at our expense until the relevant safety work has been completed.
- 11.2 The provision of suitable alternative accommodation will extend to anybody who usually lives in the property as a member of the resident's family and in accordance with the lease, including children who would usually stay in the property overnight for at least one night a week.
- 11.3 If the resident rejects the offer of suitable alternative accommodation, they can choose to stay with family or friends instead or choose to stay in their home whilst the property is made safe.

12. Refusal of Alternative Accommodation

- 12.1 The ultimate decision as to whether a resident leaves their home and moves into alternative accommodation is their choice, whether to accept or decline an offer.
- 12.2 However, SLH will make the risks of staying in the home clear to residents and provide information on any actions that occupants could take or avoid mitigating the risk of harm or alternatively let the resident know if we do not think it is possible for the occupant to do anything to mitigate that risk.

- 12.3 In the event that there are no suitable properties within a reasonable distance of schools, places of work or in the local area. In this case, SLH will work with the tenant to identify the best option.

13. Disposals / Regeneration

- 13.1 Responsive repairs will not be withheld on tenanted properties that are marked for regeneration or demolition. However, component renewals delivered through capital or planned maintenance programmes may be withheld depending upon the condition of the existing component and the timetable of demolition or regeneration.
- 13.2 We will ensure that steps are taken to avoid homes degrading into unacceptable conditions and that regular engagement is undertaken with these Residents.

14. Competent Persons

- 14.1 SLH will ensure our colleagues are trained to enable them to confidently identify and respond to damp and mould issues and effectively diagnose the root cause to ensure the recommendation is effective “right first time” to mitigate it from recurring.
- 14.2 SLH will ensure only competent operatives & contractors are appointed to undertake work to remedy damp and mould within our properties.
- 14.3 SLH will identify where an independent, mutually agreed and suitably qualified surveyor should be used, and will share the outcomes of all surveys and inspections with residents to help them understand the findings and be clear on next steps.

15. Complaints

- 15.1 We will promote our complaints process and the Housing Ombudsman on our website and other communication channels as an effective route to resolving disputes.
- 15.2 SLH will aim to resolve dissatisfaction at the earliest opportunity without the need to log a formal complaint. If a resident remains dissatisfied, then the matter will be logged as a formal complaint and reviewed in line with our Complaints Policy without residents needing to resort to disrepair claims and legal action.
- 15.3 We will use our repairs data to identify residents who are accessing our repairs service either above or below average to help “find the silence” and ensure, through the provision of training, we understand the individual needs of our residents, including any vulnerabilities and positively challenging unconscious bias.
- 15.4 We will use residents feedback to learn from complaints and dissatisfaction associated with damp and mould cases through learning loops by identifying themes, trends and learning opportunities to improve the effectiveness of our service delivery to support residents to live in high-quality homes.

16. Responsibilities

16.1 Governance

- 16.1.1 SLH Board will have overall governance responsibility for ensuring that effective arrangements are in place to comply with SLH's legal obligations in relation to the Damp and Mould Policy and ensure this is fully implemented to provide compliance with regulatory standards, legislation, and approved codes of practice. As such, the Board will formally approve the policy and review it periodically.
- 16.1.2 Key performance indicators will be reported to the Board and Executive Leadership Team, and through operational risk updates to provide assurance of how we meet the compliance requirements and areas of non-compliance.

16.2 Roles and Responsibilities

- 16.2.1 The list below sets out the delegated hierarchy of responsibility within the organisation according to the requirements of the legislation: -
- **The Accountable Person** under this policy will be South Lakes Housing.
 - **The Duty Holder** is the Director of Homes, who will delegate certain tasks to the responsible persons to ensure the effective implementation of this policy.
 - **The Responsible Person(s)** for SLH are the Head of Property Services and Head of Assets and Building Safety, who will ensure there are robust processes and procedures in place and being monitored for their effectiveness against the policy requirements.

17. Monitoring & Review

- 17.1 SLH will maintain reports of damp and mould through our Housing Management System.
- 17.2 A bespoke case management workflow within the Housing Management System will track all damp and mould cases at an individual property level, evidencing the action taken to remedy the hazard against target timescales.
- 17.3 We will use business intelligence reports to aid tracking real-time reports of damp and mould, along with performance data relating to repair performance, outstanding repairs, and repair trend analysis.
- 17.4 Upon completion of preventative works, we will review each case for a period to ensure the works completed have been effective in remedying the cause of damp and mould to the property.
- 17.5 Should any Damp and Mould issues re-occur these will be linked back to the original case to provide a full overview of the property and previous remedial actions taken to resolve.
- 17.6 To reduce the reliance on residents reporting issues with damp and mould, we will use data on our households, repairs trends and property portfolio to help us understand the risk profile of properties which may be likely to develop damp and mould issues.