

L&Q Damp and Mould Policy



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1 Policy Purpose

- 1.1 We are committed to providing safe, healthy, and comfortable homes. This policy sets out our approach to damp and mould, ensuring we proactively identify, investigate, and resolve issues. It reflects our responsibilities under current legislation and regulatory standards as well as our wider commitment to tackling damp and mould, and we pledge to continue to review and adapt our approach.
- 1.2 This policy brings a resident-focused approach to delivering our service, particularly focusing on respect, transparency, and clear communication. We recognise that damp and mould can seriously affect health and property condition; therefore, we hold ourselves accountable for delivering swift and effective resolutions.

2 Scope

2.1 Scope

- 2.1.1 This policy applies to all our tenants and their households in general needs, sheltered, and supported housing, as well as other types of tenancies and licences where we have specific repair and maintenance responsibilities.
- 2.1.2 Leaseholders and shared ownership leaseholders are primarily responsible for repairs in their homes as defined by their lease agreements, so they fall outside the direct scope of this policy. We will assist leaseholders and shared ownership leaseholders with damp and mould issues where we have specific obligations under their lease agreements.

3 Legislation and Regulation

- 3.1 We will follow all relevant legislation and regulations, including but not limited to:
- Landlord and Tenant Act 1985 (Section 11) – sets out landlord repair obligations.
 - Housing Act 2004 – includes the Housing Health and Safety Rating System (HHSRS) for hazards including damp and mould.
 - Homes (Fit for Human Habitation) Act 2018 – requires that homes are free of serious damp and mould to be considered fit to live in.
 - Social Housing (Regulation) Act 2023 – strengthens consumer protection and landlord accountability (including proactive inspections and Awaab's Law provisions).
 - Regulator of Social Housing – Consumer Standards (2024) – especially the Home Standard, which mandates safe, well-maintained homes.

- 3.1.1 Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (also known as Awaab's Law):** The Regulations prescribe mandatory investigation, make-safe and prevention timeframes and tenant communications.
- 3.1.2 Limitations under Awaab's Law**
- 3.1.3 While this policy outlines our commitment to addressing damp and mould hazards in line with statutory requirements, there are specific circumstances where we may not be legally required to carry out "required works" especially under Awaab's Law. These include:
- if the significant or emergency hazard results from damage by accidents or 'acts of god' (e.g. fires, storms, floods), from which social landlords are already exempt from repairing obligations under existing legislation.
 - Where works cannot be lawfully undertaken, for example, where building control, safety regulator or freeholder consent is refused or cannot be secured within the timeframe.
 - Where responsibility lies with the resident - for example, where damage arises from misuse, neglect, or failure to provide reasonable access for repairs, or where the issue relates solely to damage from an item they own (such as white goods).
 - Where the hazard is located on land or property not owned or controlled by L&Q, and is therefore beyond our repair responsibility.
 - Cladding remediation is governed by fire/building safety law; this policy still applies to non-cladding damp/mould works.
- 3.1.4 In such cases, we will still take reasonable steps to assist affected residents and may act under other housing obligations or discretionary policies. We will always communicate clearly with tenants about our position and explore whether temporary measures or alternative solutions can be provided.
- 3.2 These timeframes apply to hazards first reported or otherwise brought to our attention from the date the Regulations come into force (the 'relevant time').
- 3.3 We will update this policy whenever new legislation or regulations come into force, to ensure we remain fully compliant.

4 Definitions

- 4.1 **Damp:** Excess moisture within a home that can lead to property damage or mould growth. Key types of damp include:
- **Condensation damp:** Caused by moisture in the air meeting colder surfaces (walls, windows) and forming water droplets.

- **Penetrating damp:** Occurs when water seeps through external defects (e.g., damaged brickwork, roof leaks) into internal surfaces.
 - **Rising damp:** Ground moisture that travels up through walls due to a defective or missing damp-proof course.
- 4.2 **Mould:** A fungus that thrives in damp conditions. Black mould is a common result of excess moisture; if left untreated it can affect residents' health (for instance, triggering asthma or other respiratory issues).
- 4.3 **Hazard:** any risk of harm to the health or safety of a resident that arises from a deficiency in the home or any building or land in the vicinity of the home and amounting to a hazard under the HHSRS (Excluding overcrowding). A full list of hazards can be found in Schedule 1 to the Housing Health and Safety Rating System (England) Regulations 2005.
- 4.4 **Damp and Mould Hazard:** Threats to health associated with increased prevalence of allergens, irritants, mould spores and other toxins resulting from dampness and/or high humidities. It includes threats to mental health and social well-being which may be caused by living with the presence of damp, damp staining and/or mould growth.
- 4.5 **Emergency hazard:** A hazard that presents an imminent and significant risk of harm to the health or safety of a resident. When assessing whether a hazard is an emergency under Awaab's Law, we will consider the criteria set out in the DLUHC guidance, including:
- the extent and location of the damp or mould (for example right next to a bed),
 - the vulnerability of the affected residents (such as young children, older persons, or those with respiratory conditions)
 - any other factors that increase the likelihood of serious or immediate harm.
- We will always carefully consider resident safety when applying these criteria.
- 4.6 **Significant hazard:** A hazard that poses a material risk of harm to health or safety but is not assessed as an emergency. Significant hazards will still trigger required works under this policy and be addressed within statutory timeframes.
- 4.7 **Required works:** any work in relation to a significant or emergency hazard that is necessary to make the home safe (i.e. to remove the hazard), or to ensure, so far as is possible, that the significant or emergency hazard does not recur. There are some exclusions from this definition which are set out in section 3.1.3 above. Required work split into "**relevant safety work**" (to make safe) and "**supplementary preventive work**" (to stop recurrence).
- 4.8 **Investigation:** an assessment to determine the cause of damp and mould in a home and the categorisation of the severity of the hazard and what work is required.

- 4.9 **Written summary:** a written outcome (letter, email or portal message) confirming findings, classification, required work and target dates.
- 4.10 These definitions are given to help residents and our teams to share a common understanding. We take any form of damp or mould seriously. While we will seek to find the cause, not just manage the symptoms, we will focus on solutions rather than attributing blame.

5 Prevention and Proactive Measures

5.1 Investment and Upgrades

- We inspect for, and address, any damp or mould during periods when a home is empty (void), so that each property is dry and mould-free before new tenants move in.
- Through our major works investment programmes, we upgrade insulation, ventilation, and heating systems to reduce condensation and improve energy efficiency.

5.2 Data-Driven Prevention

- Where available, we analyse property data - such as previous damp and mould cases, and (where installed) sensor readings - to identify homes and locations at higher risk, and to prioritise early action.
- **Sensors:** In some homes we may install small, non-intrusive humidity and temperature sensors in typical problem areas (e.g., bathrooms, kitchens, or bedrooms), if we judge this to be necessary to monitor persistent issues. These devices help us to understand the building's moisture patterns and whether issues relate to leaks, ventilation, insulation, or thermal bridges. Sensors do not record sound, images, or personal conversations and are not used to monitor behaviour or occupancy.
- We will notify residents in advance of any sensor installation, explain what is being measured, where sensors will be placed, and for how long, and will remove the devices once sufficient information is gathered. Where required, consent will be obtained.
- Some sensors alert a user via text messages when the conditions in the property are such that they are at risk of mould forming. This enables them to take proactive steps such as improving ventilation to reduce the risk.

- Sensor data is used to diagnose root causes, to confirm that repairs or improvements are working as intended, (for example, new extractor fans or insulation works), as well as helping to prevent recurrence.
- **Data protection:** Sensor data is handled in line with UK GDPR and our data protection policies. We minimise personal data, store information securely with restricted access, and retain it only as long as necessary for safety, compliance, and service improvement.
- Homes identified as higher risk through these data insights may receive risk-based inspections and targeted preventative works to stop problems before they start. Where sensors are not appropriate, we may use other proportionate diagnostic methods to inform the same preventative approach.

5.3 Resident Guidance

- We have general and specific guidance for residents regarding steps to reduce moisture and condensation. We provide residents with clear, accessible advice on simple steps to reduce moisture buildup, before damp and mould hazard arises, as well as advice when a need arises.
- This information may be provided, in the form, of online articles, or specific information – in writing or in person when we visit a home. For example, we have guidance available which covers ensuring good ventilation (using extractor fans or opening windows), and maintaining reasonable heating during cold weather.
- We will focus on practical tips and working together with residents to solve the problem, without placing blame.

6 Investigations, Timeframes & Outcomes

6.1 Easy Reporting

6.1.1 Residents can report damp and mould by phone, email, via our website, or in person. We clearly publicise our contact details:

- 0300 456 9996 (London and the South East)
- 0300 777 7777 (North West)

6.2 Reporting Damp and Mould

Residents are encouraged to report any signs of damp or mould, no matter how small, so we can act early and prevent problems worsening. While some surface mould may be safely cleaned by residents, we will always log the report, assess the

risk, and provide advice, assistance or treatment where needed. This ensures issues are not left unresolved.

6.3 Triage and Response Framework

To meet our responsibilities under Awaab's Law and deliver timely, effective responses to damp and mould concerns, we will follow the triage process - below:

6.3.1 Initial Assessment (immediate, within 24 hours at the latest)

All new reports) of damp and mould will be reviewed within one working day, or as soon as reasonably practicable, to assess whether the issue may present an emergency hazard. These may be cases reported to us, or where we become aware of them through our own inspections

6.3.2 Emergency Route

If we suspect the issue to be an emergency hazard:

- We will carry out an in-person investigation within 24 hours of us becoming aware, or as soon as reasonably practicable. This may be undertaken by someone from L&Q, or by a competent contractor acting on our behalf.
- Where an emergency hazard is confirmed, we will take any necessary immediate safety action to remove or mitigate the immediate risk. This may include temporary safety measures, or even arranging temporary rehousing, within the same 24-hour period, or as soon as reasonably practicable.

6.3.3 Standard Route

If the issue does not meet the emergency threshold:

- A competent person will carry out an investigation within 10 working days of our becoming aware of the issue.
- We will provide the tenant with a written summary within 3 working days, (or as soon as reasonably practicable), of the investigation concluding (see Section 11).
- If the investigation identifies a significant hazard, we will complete any relevant safety work within 5 working days of the investigation concluding, and begin any required preventative works within the same period (see Section 6.3.5).

6.3.3 (a) Escalation if Emergency Hazard Identified

If an investigation carried out under the standard route identifies that the hazard is in fact an emergency hazard, the case will immediately be escalated to the emergency route. From that point, the statutory emergency timeframes apply, meaning the hazard must be made safe within 24 hours of that determination.

6.3.4 Renewed/Further Investigations

If a tenant requests a renewed investigation or if the initial visit cannot determine all required work, we will arrange an in-person renewed or further investigation by an investigator as soon as reasonably practicable.

6.3.5 Completion of Relevant Safety Work

If the investigation identifies a significant hazard, we will complete any relevant safety work to remove the immediate risk within 5 working days of the investigation concluding or as soon as reasonably practicable.

6.3.6 Preventative Works to Prevent Recurrence

We will:

- Begin any supplementary preventative works to reduce the chance of the hazard recurring within the same 5 working days, or
- Where not practicable, take and document all necessary steps to begin works within 5 working days (e.g., arranging scaffolding, ordering specialist materials, applying for approvals). These works must be completed within 12 weeks, or as soon as reasonably practicable thereafter.

6.3.7 Maintaining a Safe Property

Where relevant safety works have been completed but supplementary preventative works are still pending, we will ensure the property is kept in a safe condition until all required works are finished.

6.3.8 Alternative Accommodation

- If we cannot complete relevant safety work within the statutory window (24 hours for emergency hazards), we will, in line with our temporary relocation policy, make alternative accommodation arrangements until the hazard is removed. Where a tenant wishes to remain in the home, we will record advice on risks and continue to take all reasonable steps to make the home safe.

6.4 Repairs and Follow-Up

- Our remedial actions may include professional mould treatment (e.g. anti-mould washes), improving ventilation (repairing, installing or upgrading extractor fans and vents), adjusting or repairing heating systems, and addressing any building defects (like tracing and fixing leaks or restoring a damp-proof course).
- We may also install humidity and temperature sensors in some homes to monitor conditions and catch any recurrence early.

- Throughout the repair process, we will keep you informed of what will happen and when. If multiple visits or contractors are needed, we will explain each step and stay in contact until the issue is fully resolved.
- We track all damp and mould cases in our systems, and the resident can request updates or raise concerns at any time.
- If access is not granted after reasonable attempts, we will follow our property access processes to gain entry where we require this to fulfil our legal duties for safety and compliance.
- Where appropriate, we may deploy interim measures (for example dehumidifiers, humidity sensors, security measures) to keep the property safe until all required works are completed. We may extend some measures to ensure the hazard does not re-emerge.

6.5 Resident Circumstances and Determinations

- 6.5.1 When deciding whether damp and mould present an emergency or significant hazard, we will consider both the physical condition of the property and the individual circumstances of residents. This includes:
- Health conditions such as asthma, COPD, weakened immune systems or other medical vulnerabilities.
 - Age, pregnancy, disability, or other factors that may increase health risks.
 - The amount of time residents spend at home, particularly those who are home-based or housebound.
 - The presence of very young children.
- 6.5.2 We will also pay close attention to the location where damp or mould is present in the home. Hazards in bedrooms or main living areas are treated with greater urgency than in non-living spaces, as these areas have a direct impact on health and wellbeing.
- 6.5.3 We will take into account wider contributing factors, such as overcrowding or difficulty affording heating, where these may make conditions worse. Alongside these resident circumstances, we may use supporting information such as sensor readings, EPC data, or previous reports to inform our determinations.
- 6.5.4 This ensures our decisions are proportionate, resident-focused, and compliant with Awaab's Law, while supporting fair and consistent outcomes across all cases.

7 Assistance and Temporary Moves

7.1 Vulnerable Residents

- We recognise that some residents may be more vulnerable to the effects of damp and mould (for example, due to health conditions, disability, age, or having young children in the household).
- When a resident has additional needs or vulnerabilities, we adapt our approach in line with policy 'Supporting Residents with Additional Needs'. This can include prioritising a case, providing extra assistance (such as help with preparing the property for works), and ensuring communication is clear and understood.

7.2 Contributing Factors and other assistance

- If factors such as severe overcrowding, difficulty affording adequate heating, or other household conditions (such as hoarding) are making a damp or mould problem worse, we will aim to connect the tenant with appropriate advice and assistance.
- Our Neighbourhood Housing team or Tenancy Sustainment services can advise and assist, and we may involve external agencies, where appropriate to address underlying issues (for instance, energy efficiency advice or hoarding support).
- Our focus is on solving the problem and supporting the resident, not on penalising someone for circumstances beyond their control.

7.3 Temporary Moves (decants) for major repairs

- In cases where major repairs are required, and a home is not safe to occupy due to damp or mould, we will arrange temporary alternative accommodation for the affected tenants in line with our Temporary Relocation during Repairs Policy.

7.4 No-Blame Culture

- We handle all damp and mould reports with a supportive, blame-free approach. We want to ensure residents feel comfortable reporting these issues to us.
- Our language and actions will be based on partnership with tenants to solve the problem. We will focus on identifying all possible causes and solutions together.
- We will provide advice and information about condensation.

8 People, Contractors & Accountability

8.1 Training

- All our staff and contractors who deal with property conditions receive regular training on damp and mould. This training is tailored according to different roles and responsibilities. It covers how to identify signs of damp and mould early, the technical knowledge needed to diagnose causes and carry out remedies, and understanding the impacts these issues can have on residents.
- All contractors will be briefed on Awaab's-Law requirements and time periods and our customer service expectations. Our contracts include duties to report additional hazards and to supply timely information for the preparation of written summaries.

8.2 Accountability

- We assign each reported damp or mould case to a named staff member or team, who will take ownership of the issue from start to finish.
- We review resolved cases to capture lessons learned and feedback, using these to improve our service. If something goes wrong or a repair is delayed, we acknowledge it and work swiftly to put things right.

9 Monitoring, Assurance and Compliance

9.1 Performance Monitoring

- We closely monitor our response and resolution times for damp and mould cases, as well as resident satisfaction with how we handled each issue.
- Internally, we have assurance processes (such as manager reviews and audits) to check that we are meeting the standards set out in this policy – for example, verifying that inspections and repairs happen within target timeframes and that communication with residents is clear and timely.
- Our triage and investigation decisions are quality-checked for consistency and recorded to mitigate conscious or unconscious bias.

9.2 Regulatory Compliance

- We ensure that our approach to damp and mould meets the expectations of regulators and the law.
- We maintain records of cases and outcomes, allowing us to demonstrate compliance with the Regulator of Social Housing's requirements (including the new consumer standards).

- Our Board and senior management receive regular reports on damp and mould issues, providing oversight and challenge to make sure we stay on track and address any shortcomings quickly.

9.3 Complaints and Escalations

- If a resident feels that their damp or mould issue has not been resolved satisfactorily, we encourage them to use our complaints process.
- All complaints are taken seriously and handled in line with our Complaints Policy.

10 Equality, Diversity, and Inclusion

- 10.1 This policy is designed to be inclusive, proactively assisting all residents in line with our commitment to equality, diversity, and inclusion. In applying this policy, we treat all residents with fairness, dignity, and respect. We have conducted an equality impact assessment to ensure there is no negative impact due to personal characteristics.
- 10.2 We recognize that some residents may have additional needs or vulnerabilities, and we have considered this throughout the policy. For example in the way we triage cases. We will adapt our communication and services to ensure that those affected by this policy can understand their rights and responsibilities and receive appropriate assistance
- 10.3 This policy specifically takes into account factors such as age and health conditions that may affect the urgency or the type of solution we put in place. (See 6.5 and 7.1).

11 Communication

- 11.1 We will publish this policy internally and provide training.
- 11.2 Residents can access the policy on our website or request a copy in various formats (for example, large print or translations into other languages) if needed.
- 11.3 We aim to use clear, plain language when sharing information about damp and mould.
- 11.4 Residents will be informed of any outcome of an investigation. We will issue a written summary (either via email, letter, or portal message) within 3 working days of the close of an investigation. This will include findings, hazard classification, required works and target dates. Written summaries will meet the content and delivery requirements set out in Awaab's Law (Regulations 9–10).

Policy controls sheet

Date of approval: 24/10/2025

Approved by: Director of Maintenance Services

Effective date: 24/10/2025

Next Review date: 24/04/2026

Policy owned by: Director of Maintenance Services.

Associated documents: Repairs Policy, Temporary Relocation Policy; Supporting Residents With Additional Needs Policy, Property Access Policy, Allocation and Lettings Policy, Complaints Policy

Main Change (2025 v 2023)	Key Points
Alignment with Awaab's Law	Introduces statutory investigation and make-safe timeframes (24h emergency; 10wd investigation; 5wd make-safe; 12-week prevention limit) and 3wd written summaries to residents.
Clear triage and escalation	Defines emergency vs standard routes; renewed/further investigations; automatic escalation if emergency hazard identified during standard route.
Resident-focused determinations	Hazard decisions consider resident health, vulnerability, and room location (e.g. bedroom/living space).
Alternative accommodation duty	Commitment to provide suitable temporary accommodation when statutory deadlines cannot be met.
Data-driven prevention	Use of humidity and temperature sensors (with GDPR safeguards) to monitor risk, diagnose causes, and verify outcomes.
Scope clarified	Applies to all L&Q tenants and other tenures where we hold repair responsibility; leaseholders covered only where L&Q has specific obligations.
Accountability and assurance	Strengthened monitoring, audit, and record-keeping; clearer contractor responsibilities and ownership tracking.
Resident tone and culture	Strong “no-blame” approach, clear communication, accessible information, and inclusion of equality and vulnerability considerations.