

Damp and Mould Policy

Policy ref:	Repairs and Maintenance
Policy holder:	Director of Property Services
Date approved:	May 2022
Approved by:	Board
Updated and effective date:	November 2025
Review date:	March 2026

1. Purpose

- 1.1 The purpose of this policy and associated operational procedure is to ensure that we define damp and mould for our customers and the approach we will take.
- 1.2 This policy aims to achieve outcomes for our customers and their homes to ensure we provide:
 - Safe homes and common areas for our residents
 - Early detection and notification of damp and mould issues is key
 - Assurance to external and internal customers that our approach to managing damp and mould is fit for purpose
 - Consistency and clarity on how we deliver services to an agreed standard
 - Raised awareness and ownership within both our customer and colleague groups

2. Scope

This policy covers all LiveWest rented, shared ownership and leasehold stock (depending on lease and responsibilities). Awaab's Law is not applicable to home ownership (or shared ownership) and communal areas with mixed tenures of home ownership/general needs rented.

3. About this Policy

- 3.1 The safety and wellbeing of our customers, and colleagues are our top priority.
 - 3.2 We want to provide safe, dry, and warm homes for our customers, and to ensure that the fabric of the buildings is protected from deterioration due to damp and mould.
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- 3.3 To help us achieve this objective, we have developed a damp and mould policy which outlines our approach, communications and responsibilities for delivering this service.
- 3.4 Our Damp and Mould operational procedure sets out our approach to diagnosis in detail and what actions will be taken depending on the nature and severity of the issue.

4. Our Approach to Damp and Mould

- 4.1 We have a risk-based approach to the management of damp and mould which is set out in our operational procedure.
- 4.2 In accordance with Awaab's Law which came into effect on 27 October 2025, LiveWest will investigate any potential emergency hazards and undertake relevant safety work as soon as reasonably practicable.
- 4.3 An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the occupier in the home. An 'imminent and significant risk of harm' is defined in the regulations as 'a risk of harm to the occupier's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe within 24 hours'.
- 4.4 LiveWest will undertake an emergency investigation if we consider there are reasonable grounds that there is an emergency hazard affecting the home. The investigation will confirm whether or not there is an emergency hazard and if possible, will identify the required work to make a property safe and prevent the hazard from recurring.
- 4.5 Under Awaab's Law there are 4 key types of investigations:
 - 4.5.1 Standard investigations – LiveWest will conduct a standard investigation within **10 working days** of becoming aware of a potential hazard. Standard investigations may be conducted either remotely or in person, or both.
 - 4.5.2 Renewed investigations - If a customer specifically requests an in-person inspection after an investigation has been done remotely, a 'renewed' in-person investigation must be carried out. For potential significant hazards, LiveWest will complete the renewed investigation **within 10 working days** of the request, so the timeline for investigation is effectively reset.
 - 4.5.3 Emergency investigations – LiveWest will undertake an emergency investigation if we consider there are reasonable grounds that there is an emergency hazard affecting the home. The investigation will confirm whether or not there is an emergency hazard and if possible, identify the required work to make a property safe and prevent the hazard from recurring. LiveWest will investigate within **24 hours**. Emergency investigations can be conducted remotely; however, in some cases, an in-person inspection may be necessary to fully assess the severity and underlying cause of the issue.

- 4.5.4 Further investigations - There may be circumstances where the standard, emergency, or renewed investigation is unable to determine the extent of, or underlying cause of, a significant or emergency hazard. In this circumstance 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.
- 4.6 If an emergency hazard is not resolved, LiveWest will consider either temporary or permanent decant in line with our Customer relocation and home loss policy. A written summary shall be provided within 3 working days.
- 4.7 In accordance with Awaab's Law, LiveWest will investigate all **"significant" damp and mould** within **10 working days**.
- 4.8 A 'significant hazard' is one that poses a significant risk of harm to the health or safety of an occupier of the social home. A 'significant risk of harm' is defined in the regulations as 'a risk of harm to the occupier's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency'.
- 4.9 Following the completion of an investigation into a **significant damp and mould hazard**, the timeframe for providing a written summary is **3 working days** of the conclusion of the investigation. If all required works (both to make the home safe and prevent the problem recurring) are completed to address a significant or emergency hazard before the end of the **3 working day** period, a written summary will not be required.
- 4.10 The written summary should include, whether or not the investigation identified a significant or emergency hazard, and what the hazard is; If action is required under the Regulations, the summary for a significant hazard will specify:
- What that action is; and
 - A target timeframe for beginning and completing that action.
- If no action is required, the written summary for a significant hazard must specify:
- That there is no action required under the Regulations; and
 - The reasons why there is no action required under the Regulations.
- 4.11 Written summaries can be provided electronically, delivered personally to the customer, left at the social home or sent by first class post (or equivalent).
- 4.12 LiveWest will keep customers up to date on when work is no longer required under Awaab's Law if:
- LiveWest has exhausted all reasonable endeavours to obtain consent for the works, without which it cannot lawfully be undertaken.

- An investigation concludes that a home is not affected by a significant or emergency hazard; or
 - An investigation concludes that there is no required work in relation to the hazard in question.
- 4.13 In cases where LiveWest are unable to resolve the damp and or mould hazard within the required timescales for an emergency or significant hazard, we will consider either temporary or permanent decant in line with our Customer relocation and home loss policy. The customer may have reasons to decline being moved from their homes, even if temporarily. If the customer declines the move, they will need to inform LiveWest in writing if they wish to make their own arrangements or change agreed arrangements. LiveWest will make the customer aware of the risks of staying in the home, before the end of the initial remediation period or as soon as reasonably practicable thereafter.
- 4.14 Remedial safety works will begin within **5 working days** of the investigation. Where repair works cannot start within that time, the works must begin as soon as possible, and in any event **within 12 weeks**. There may be circumstances where it is not reasonably practicable to begin the relevant supplementary preventative work within 5 working days, for example:
- If LiveWest is unable to secure specialist workers to attend the property within 5 working days.
 - If LiveWest is unable to secure the required materials for relevant supplementary preventative work within **5 working days**.
 - If LiveWest is unable to secure required approvals, for example from local authority building control or Building Safety Regulator, within **5 working days**. In cases where approval from the Building Safety Regulator or other body is needed to undertake repairs and required works, LiveWest will make an application as soon as reasonably practicable.
 - If LiveWest is unable to contract necessary detailed surveys or assessments such as a fire risk assessment of external walls or a structural survey within **5 working days**.
- 4.15 Where more than one repair is required for the solution to the significant damp and mould, LiveWest colleagues will set up a “complex repair” to track all the repairs and will communicate with the customer weekly.
- 4.16 We may install damp and mould sensors in our customer’s home to provide alerts to LiveWest (and our customers) about damp and mould.
- 4.17 We will be respectful of equality characteristics such as religion, beliefs, disability, and work with our customers to find a time suitable for them, enabling carers or family members to be present if required. We will keep customers fully informed on what work is required and why.

- 4.18 We will prioritise cases involving vulnerable customers (e.g., children, elderly or those with health conditions like asthma or respiratory issues). We will work closely with customers to understand their specific needs.
- 4.19 We will provide clear information and advice for customers. We want to encourage customers to report damp and mould issues in a timely manner so we can act and keep our property conditions free of damp and mould.
- 4.20 We recognise that communication and language can be a barrier to damp and mould reporting, and we will ensure that our services are delivered in such a way as to be fully accessible, this will include ensuring that advocacy, interpreting, and translation services are used when required.
- 4.21 Action to remedy damp and mould will always be undertaken in a timely way and work will continue to address and remedy the hazard in all occupied homes including where:
- legal action is being taken either by LiveWest or the customer
 - a customer has been identified as moving home
 - the property has been identified for regeneration and disposal
- 4.22 Where access to undertake work is refused by customers, this will be appropriately documented and where necessary we will use legal action to gain access.
- 4.23 Once work is completed, we will collect and retain evidence of the work undertaken including photographic records of property condition.
- 4.24 Where we have undertaken work, we will contact customers at an appropriate time interval to undertake a follow up to check if the damp and mould has returned.
- 4.25 We will constantly measure our service resolution levels and feedback to ensure further service improvement for our customers.
- 4.26 We will ensure our inhouse colleagues and specialist contractors are trained in the awareness of damp and mould and of LiveWest's responsibility to address this.
- 4.27 All complaints about damp and mould will be separately identified and escalated to the relevant manager immediately (timescales & resolution in accordance with LiveWest's Complaints Policy).
- 4.28 When our properties are empty (void), if there is a history of damp and mould, we may fit damp and mould sensors and investigate any root causes. We will complete works whilst the home is empty.
- 4.29 We will continue to undertake proactive home condition surveys every five years. We will use property data including home condition surveys and damp and mould sensors (if in place) to identify homes at high risk from damp and mould and target our cyclical and planned programmes.

- 4.30 If a third-party contacts us to let us know there is damp and mould in the property, we will log this and record as DAY ZERO in line with Awaab's Law and action in line with this policy.
- 4.31 There are a number of exclusions from Awaab's Law:
- 4.31.1 If the significant or emergency hazard results from damage by accidents or 'acts of god' (e.g. fires, storms, floods), from which LiveWest are exempt from repairing obligations under existing legislation.
 - 4.31.2 If LiveWest cannot lawfully carry out the works due to a lack of approval, for example if they have not been able to get building control or any other approval required before undertaking the work.
 - 4.31.3 If LiveWest cannot, for another reason, lawfully carry out the works.
 - 4.31.4 Hazards that are the result of a breach of contract on the part of the customer, such as causing deliberate damage to the property, using fixtures and fittings inappropriately (for example blocking ventilation fans), or where the customer has made alterations to the property (for example removing or replacing internal doors) without consent from LiveWest.
 - 4.31.5 Overcrowding.
 - 4.31.6 If the lessee is liable for the work by virtue of their duty to use the premises in a customer-like manner (or equivalent express covenant).
 - 4.31.7 Any work to repair or maintain anything that the customer is entitled to remove from the property e.g. white goods belonging to the tenant.
 - 4.31.8 Cladding work.

5. Roles and Responsibilities

- 5.1 The Director of Property Services will be responsible for the Damp and Mould Policy.
- 5.2 The Operations Manager for Surveying and Compliance will be responsible for the Operational Procedure for Damp and Mould.
- 5.3 All colleagues are responsible for reporting damp and mould and should help keep our property conditions free of damp and mould.

6. Our Customer's Responsibilities

- 6.1 We will best be able to eliminate damp and mould from homes when working in partnership with our customers. As a landlord, we are committed to ensuring that homes are free from disrepair and have a good degree of thermal comfort. Our customers have responsibilities as part of this partnership too and we will clearly communicate these.
- 6.2 We will ask our customers to:
- Report any damp and mould issues as soon as they become visible, in their home or in communal areas.

- Keep their appointment or let us know in advance if it's no longer suitable
- Allow us access when we make a reasonable request .
- Make sure an adult is at home if there are young people in the property.
- Follow any guidance and advice given by LiveWest on damp and mould.
- Be courteous and respectful to LiveWest Colleagues.

6.3 Inadequate heating and/or ventilation are a significant cause of damp and mould. Customers are responsible for heating their homes and ensuring that they are ventilated, that trickle vents are opened, and fuses are not removed from fans and positive input ventilation units.

6.4 We recognise that financial hardship can impact on a customer's ability to heat their home and we will seek to provide support through our "Cost of Living" hub, Tenancy Sustainment team and Crisis and Hardship grants.

6.5 Hazards that are the result of a breach of contract on the part of the customer, such as causing deliberate damage to the property, using fixtures and fittings inappropriately (for example blocking ventilation fans), or where the customer has made alterations to the property (for example removing or replacing internal doors) without consent from the landlord, are not in scope of Awaab's Law.

7. Equality and Diversity

7.1 We recognise the importance of ensuring all our customers have equal access to our services which are relevant, responsive, and sensitive to the needs of our existing and future customers.

7.2 We will treat all our customers fairly whilst valuing diversity with the aim to meet the needs and choice of people from all backgrounds.

7.3 An Equality impact Assessment has been completed and is available on request.

8. Monitoring and Review

8.1 We are fully committed to ensuring that the Damp and Mould Policy is fit for purpose, refreshed regularly, and challenged against the latest changes to regulation and best practice.

8.2 The policy will be reviewed every three years and more frequently if there are major changes to either regulation or legislation.

8.3 We will review customer feedback and identify areas for service improvement on a continuous basis in order to improve performance and to prioritise our work.

9. Legal Responsibilities

9.1 This policy has been written with regards to the following:

- Awaab's Law
- The Regulator of Social Housings Consumer Standards
- The Housing Act 2004
- The Health and Safety at Work etc. Act 1974
- The Control of Substances Hazardous to Health Regulations 2002
- The Management of Health and Safety at Work Regulations 1999
- The Construction Design and Management Regulations 2015
- Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- The Housing Health and Safety Rating System (HHSRS)
- Disability Discriminations Act 2005
- The Equality Act 2010

10. Linked/Associated Policies and other References

- LiveWest Corporate Strategy
- Health and Safety & Compliance Safety Policies
- Safeguarding Children & Adults at Risk & Vulnerable Customers Policies
- Compliments, Complaints and Feedback Policy
- Unacceptable and unreasonable behaviour policy and procedure
- Damp and Mould Operational Procedure
- Customer Promise
- Repairs Service Standard
- Customer relocation and home loss policy

Version Control

Version Ref:	Date of change	By whom	Reason
1.1	Mar 2023	Director of Property Services	Categorisation & customer responsibilities within our partnership
1.2	Nov 2025	Director of Property Services	Updated in line with Awaab's Law: Sections 2, 4, 6, 9, 10, new Appendix

Appendix

The following repairs in the LiveWest's Repairs Service Standard are classed as an emergency hazard:
<ul style="list-style-type: none"> • Exposed electrical wires, broken sockets, or water leaking through electrical wiring or fittings.
<ul style="list-style-type: none"> • Gas leaks.
<ul style="list-style-type: none"> • Burst pipes or other serious leaks where the water cannot be contained at the stop tap.
<ul style="list-style-type: none"> • Prevalent damp and/or mould that is having a material impact on a customer's health e.g. ability to breathe
<ul style="list-style-type: none"> • Total failure of electricity, gas or water supply (not caused by cuts to the service beyond the customer's home).
<ul style="list-style-type: none"> • Where there is an immediate danger of injury, for example for loose roof tiles or unsafe walls.
<ul style="list-style-type: none"> • Total failure of a heating or hot water system in colder months (from 31 October to 1 May) or in the home of a customer who is vulnerable. Hot water failure where there is not a suitable alternative means of heating water, such as an immersion heater.
<ul style="list-style-type: none"> • Carbon monoxide detector sounding.
<ul style="list-style-type: none"> • Repairs to communal doors where there is a risk to safety or security or faulty access door locks where no other means of entry to home.
<ul style="list-style-type: none"> • When a home is not secure. For example, if a door is damaged in a break-in and will not close, if a ground floor window is jammed open or if a lock will not operate. If the damage is caused as a result of a crime, the police should be notified. We will make the home safe and secure at the emergency visit, then agree a follow-on appointment. We will recharge if the damage is caused deliberately.
In line with Awaab's Law, significant damp and mould repairs are classed as a significant hazard.