



"Offering our community more than a home"

Damp and Mould Policy

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CHA Objectives:

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost-effective manner, for the benefit of our local community and the environment.
- To provide a first-class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction

Regulatory Standards:

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being and economic effectiveness.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the Association's purpose.

Any breach or non-compliance with legislation/regulatory requirements in relation to this Policy constitutes a Notifiable Event and the Regulator will be informed via the SHR Portal.

This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages.

1. Introduction

- 1.1 The aim of this Policy is to ensure appropriate control measures are in place to adequately manage damp and mould within properties in line with its landlord obligations and regulatory requirements.
- 1.2 The procedures detailed within this section have been written to ensure that all reasonable steps have been taken to ensure that problems with damp and mould are identified and dealt with promptly.
- 1.3 The policy, and the practices identified within, will be open to internal and external audit in line with the Association's Health & Safety Audit programme.

2. Definitions

"Competent Person" – person suitably trained and qualified by knowledge and practical experience, and provided with the necessary instructions, to enable the required task (s) to be carried out correctly.

"A competent investigator" – An individual that satisfies the Association that they have the skills, applicable qualifications and/or experience to identify a significant or emergency hazard.

"Penetrating damp" is damp which results from issues with the building which leads to water ingress such as leaking pipes, cracks and blocked guttering. This is already covered by the Tolerable Standard.

"Rising damp" is caused by defects in the foundation of the building. This is already covered by the Tolerable Standard.

"Condensation damp" is caused by an excess of moisture in the air and poor ventilation. This causes water droplets to form on cold surfaces such as windows and walls. The risk of condensation forming is increased through daily living activities such as bathing, cooking and drying clothes. This type of damp can cause mould to form on the affected surfaces.

3. References

- Habitation (Scotland) Act 2001 – landlord duties to ensure homes are fit for human habitation.
- Tolerable Standard - Housing (Scotland) Act 1987.
- Housing (Scotland) Act 2006 – Repairing standard (hygiene, ventilation, heating, damp/mould)
- The Building (Scotland) Regulations 2004.
- The Scottish Secure Tenants (Right to Repair) Regulations 2002.
- Housing Scotland Act 2010
- The Building (Scotland) Regulations 2004
- Investigation and Commencement of Repair (Scotland) Regulations 2026 – Statutory duties for damp/mould investigation.
- Environmental Protection Act 1990 - statutory nuisance (damp, mould, pests).
- Fire (Scotland) Act 2005 – ventilation and housekeeping linked to fire safety
- Public Health (Scotland) Act 2008 – health risks from poor hygiene

4. Scottish Housing Quality Standard

4.1 The Scottish Housing Quality Standard (SHQS) requires that homes provided by social landlords:

- Meet the Tolerable Standard;
- Are free from serious disrepair;
- Are energy efficient;
- Have modern facilities and services; and
- Are healthy, safe and secure.

Where a property is impacted by persistent mould or damp, installation of mechanical ventilation should be considered. If persistent mould or damp is found within a property and mechanical ventilation is not installed within either the kitchen or bathroom then the property will be regarded as failing the Healthy, Safe and Secure criteria set out in the Scottish Housing Quality Standard. For this purpose, persistent mould or damp will be recorded when 5% or more of the combined surface area of the affected area i.e. walls or ceilings.

5. Investigation and Commencement of Repair (Scotland) Regulations 2026 (Awaab's Law)

- 5.1 Applies to all accommodation in Scotland that falls under the Right to Repair Scheme or the Repairing Standard.
- 5.2 The Right to Repair Scheme applies to accommodation provided under a Scottish secure tenancy or short Scottish secure tenancy.
- 5.3 The Repairing Standard applies to any tenancy of a house let for human habitation except the tenancies specified in section 12(1) of the Housing (Scotland) Act 2006.
- 5.4 The obligations apply if the damp or mould is part of buildings for which the landlord is responsible, and the repair is the responsibility of the landlord.

To adhere to the responsibilities of a social landlord outlined within this legislation, the Association will.

- **10 working days** - Ensure that a competent investigator provides a report based on damp or mould within a property. The conclusion of this process will only end when the report is provided to Clydebank HA in writing.
- **3 working days from receiving the competent investigators report** - Produce a written summary of investigation findings along with a list of actions to be taken and provide this to the tenant or their representative in writing.
- **5 working days from receiving the competent investigators report** - If the investigation determines substantial damp or mould, the Association will ensure repair work identified commences.
- **20 working days from the initial report** - ensure all related repairs are completed to the Association's satisfaction.

The timescales above are the maximum statutory timelines in which the Association must act once it is notified of damp or mould. In instances where the repair work requires quicker response, the quicker timeframe will be adhered to. For instance, if substantial damp and mould is the result of a significant leak, the Association will follow timescales to make the property safe within four hours. Further work to ensure the home is safe from damp and mould will follow the timescale set out above.

In the event that timescales are not met, the tenant can claim compensation with the amount claimed dictated by the legislation. The Association will assess the claim, and where timescales have not been met, will arrange for compensation to be paid directly to the tenant based using the following calculation.

- Initial sum of £15 for the first day.
- An additional £3 for every day thereafter up to the maximum of £100.

5.5 Exceptional Circumstances

If the Association is unable to comply with the above timescales, due to circumstances out with our control, we will notify the tenant to confirm the following.

- The specific duty we are unable to comply with.
- A revised timeframe in which we will be able to comply with the duty.

Examples of circumstances that may be considered beyond the control of the Association include (but are not limited to).

- Severe weather conditions that prevent safe or timely access.
- Illness and bereavement, applicable to the Association, its contractors and tenants.
- Unexpected contractor or supply chain barriers.
- Unable to access a property or arrange access with a tenant despite reasonable attempts made.
- The Association is unable to meet timescales due to administrative processes being required as part of the works, i.e. owners' meetings.

The Association will only follow the process for exceptional circumstances where evidence can be provided showing the reason that timescales could not be met. In the event that a tenant complains that the Association has not met its legislative duties, the Association will provide evidence of compliance or evidence that the failure to comply was beyond its control.

5.6 Definition of Significant Damp or Mould

Once the Association has been made aware that a home may be affected by damp or mould, an investigation is required to determine whether the home is substantially free from damp and mould and whether any repair work is necessary.

In considering whether the property is has significant damp or mould, the Association will consider; the exposure & extend of the damp in mould, heightened vulnerability of a resident and the underlying cause, by investigating the following;

Exposure and Extent.

- Does the damp or mould extend to a large surface area.
- Does the damp or mould extend across multiple patches or room.
- Is the presence of hidden moisture or mould suspected i.e. is a damp, mouldy odour present?
- Is the damp or mould persistent or recurring.

If the answer is 'Yes' to any of the factors, this could suggest a risk of prolonged exposure to damp or mould and would be treated as significant.

There is no set definition of a large surface area of damp or mould as the dimensions of each home differ. However, investigators will consider existing guidance set by the

tolerable standard within the Scottish Housing Quality Standard when determining if dampness is considered to be significant.

Heightened Vulnerability

If a resident is found to be suspected to be more vulnerable to the effects of damp and mould and there is evidence that it is present in the property, this will be treated as significant. An individual will be found to be vulnerable if they;

- Are older than 65 years old.
- Are younger than 2 years old.
- Have a pre-existing condition which places them at higher risk from the effects of damp or mould i.e. lung conditions.
- Have a weakened immune system.
- Have reduced mobility making it difficult for them to spend time outside their home.
- Are pregnant or have recently given birth.

Whilst tenants may choose to provide medical evidence, they are not required to do so. The Association will consider the information provided at face value and comply with UK General Data Protection Regulation UK (GDPR) and the Data Protection Act 2018, noting restrictions on the collection and recording of health data.

Underlying Cause

Where the following is suspected by the investigating person, the damp or mould will be treated as significant.

- evidence of structural issues or defects within the property.
- inadequate ventilation, insulation or heating issues suspected to be contributing to persistent or recurring issues.

Non-Significant Mould and Damp

The Association will only state that damp or mould is not significant if an investigation by a competent person concludes that the issue does not present a significant risk of harm to the health and safety of any occupant of the property. To assess the issue as not significant the following criteria will be met.

1. A formal investigation determines the scale, type and location of the mould carries a low risk of harm.
2. All occupants of the property are assessed to not meet the criteria of a vulnerable person within this policy.
3. It can be evidenced that the damp or mould is a result of a breach of tenancy i.e. the issue has been caused by the actions of the occupant out with normal moisture producing activities such as cooking, bathing or washing.
4. Structural elements such as ventilation fans, heating, windows and insulation are working as expected and have not been impacted by the tenant or resident i.e. improper use of heating or ventilation systems.

Where damp and mould have been found not to be significant, the Association will follow its general maintenance policy procedures and timescales. In such cases, the tenant may be advised that they are responsible for the treatment if it meets the criteria of tenant responsibilities set out in the tenancy agreement i.e. minor repair or decoration required and is not a significant case.

6. Treating Mould and Damp and Ongoing Management

- 6.1 Procedures will be continually developed with the aim of tackling the root cause of damp and mould in addition to treating the effects of it.
- 6.2 To be sure efforts to treat damp and mould have been effective, initial treatments will be supplemented by a follow-up check whether the problem has truly been resolved. This will take place six weeks after the initial treatment. Any issues reported by tenants in the meantime will be responded to promptly.
- 6.3 In all cases of significant damp or mould, the underlying cause will be identified and repaired within the timescales set out in this policy. Only when all identified repairs have been completed will the case be completed to the Associations satisfaction.
- 6.4 For a case to be considered as completed to the Association's satisfaction the following criteria must be met.
- The identified underlying cause has been addressed.
 - The property is substantially free from damp or mould.
 - The Association is satisfied all reasonable steps have been taken to ensure the property continues to be substantially free from damp and mould.
- 6.5 A reported case will be closed off as complete once all work has been completed to the Associations satisfaction and not when the root cause has been repaired. The Association will aim to complete work such as cleaning, decoration or reinstatement of ceilings or walls, within the timescales set out within this policy.
- 6.6 Any report of damp or mould made to the same area of a property, within the same financial year and after work has been recorded as previously being completed to the Associations satisfaction will be reported as a recurring issues. As such this will be recorded on the damp and mould register as a new case and timescales will commence on the day of reporting.
- 6.7 Staff will attempt to make contact with the tenant 6 weeks after work has been completed to a satisfactory standard. The contact will be made to ascertain whether treatment has been successful. Three attempts will be made at contact and reasonable time provided to respond to the contact. If no contact is established, it will be assumed that treatment was successful.
- 6.8 Any issues identified at this stage will be recorded on the damp and mould register as a recurring issue if work has been recorded as completed to the Association's satisfaction.

Where a property is deemed to be at risk for mould and damp the Maintenance Officer, Housing Services Manager, Head of Housing Services or Chief Executive may instruct continuous monitoring of the property through the installation of Environmental Sensors.

7. Reporting and Complaints Procedure

- 7.1 All reports of damp and mould will be investigated in full. The cause of the mould and damp will not be assumed to be the result of the tenant's lifestyle unless evidence can be presented to them.
- 7.2 A mould and damp register will be held to include details of the actions taken and information required for reporting performance to the Housing Services

Subcommittee and Scottish Housing Regulator within the Annual Return to the Charter.

- 7.3 Complaints from tenants will be handled in line with the Associations complaints handling procedures. All cases where the tenant claims compensation for non-compliance will be dealt with under the Association's complaints handling procedures.
- 7.4 The organisation will implement a procedure to review complaints, assess what went wrong, and as a result make changes where needed to policies, procedures, and staff behavior to ensure they continually improve performance.

8. Contractor Management

- 8.1 The Association will provide its maintenance service through external works contractors who will be expected to deliver the service to the quality and standards required by the Association.
- 8.2 The Association will maintain a list of contractors capable of carrying out work to address damp or mould issues within its properties, including surveyors.
- 8.3 Where possible, staff will contact contractors by telephone prior to issuing instructions for damp or mould cases to confirm that they have capacity and capability to carry out the work.
- 8.4 In the event that the Association employs a contractor to survey and report on a damp or mould issue, it will employ a separate contractor to carry out any follow up works that are instructed after review of the survey. If this is not possible due to specialist works being required or where alternative contractors cannot carry out work within the required timeframes, the Maintenance Officer or a member of the senior management team may approve an instruction to the surveying contractor.
- 8.5 Prior to registering a contractor to carry out damp or mould work on behalf of the Association, contractors will be required to confirm that they have the capability of meeting the requirements of this policy. This will be done in writing and recorded.
- 8.6 Contractors will be encouraged to notify the Association if they cannot meet the requirements of the job within the timescales set. This should be done within one working day of the instruction being issued. Failure to notify the Association within this timeframe will result in the Association pursuing any financial impact where this action results in timeframes being unable to be met.
- 8.7 In all cases, it may be necessary for the Association to evidence that it has adhered to its obligations or provided evidence of any barriers preventing it from meeting its obligations. Contractors will therefore be required to collate information and provide this to the Association as soon as reasonably practicable.
- 8.8 In the event that contractors have not adhered to the timescales or fail to provide the necessary evidence of completed works, resulting in compensation being due to the tenant, the Association will pay the compensation due to the tenant and pursue the money back from the contractor.
- 8.9 Where performance is found not to be satisfactory, the Maintenance Officer or member of Senior staff may cease any further work being provided to the contractor. In such cases the Maintenance Officer will arrange for a performance review meeting to discuss the

issues and will request that the contractor provides written confirmation as to how issues will be resolved. Only once this is provided will instructions re-commence. Regular review meetings will be set to monitor any agreed actions. Information from the meetings, including the performance issues and resolutions agreed, will be reported to the Housing Services Sub Committee.

- 8.10 All contractors are required to agree to operate in accordance with the Association's Code of Conduct for Contractors and Customer Care standards

9. Tenant Responsibilities

- 9.1 Tenants are responsible for looking after their own health and safety. Occupants can face many health risks if they fail to maintain a clean and tidy property. The responsibilities of tenants are listed below:

- Tenants must ensure their homes and garden are kept clean;
- Corridors, stairways, landings and doors must be kept clear (failure to do so can hinder an occupant's ability to exit the premise in the event of an emergency safely, can impede access by the Fire Brigade and can act as fuel for a fire);
- Wheelie bins must be put out on the correct day for refuse collectors;
- Rubbish and household items must be disposed of correctly;
- Tenants must not leave rubbish in stairwells, landings, or bin stores
- Tenants must ensure extractor fans, vents, and air bricks are not blocked, as this can contribute to damp and mould
- Tenants must report damp/mould early
- Tenants must report pest issues
- Tenants must notify the Organisation if any structural defects appear (i.e. cracks on the floor or walls).

- 9.2 The Organisation will make all tenants aware of their responsibilities at the start of their tenancy through the Tenancy Agreement, information packs and leaflets.

- 9.3 Where tenants repeatedly fail to maintain cleanliness or dispose of waste correctly, the Organisation may take enforcement action under the tenancy agreement and recharge costs where appropriate.

- 9.4 If damage is caused as a result of the tenant's negligence, the Organisation will not be responsible for.

- carrying out repair work;
- decorating the property;.

In the event that the tenant is not capable of carrying out the work on their own, the Association will carry out work and recharge the cost of this to the tenant in line with the rechargeable repairs policy. Evidence will be required to show that the issue has been caused by the tenants negligence in such issues.

- 9.5 Tenants should prevent condensation and therefore the formation of damp and mould by:

- using extractor fans during and after cooking/showering.
- avoiding drying clothes indoors without ventilation.
- heating the property consistently, not intermittently.
- keeping vents and air bricks unobstructed.
- reporting damp/mould immediately.

10. Training

- 10.1 All relevant staff will be provided with training on how to effectively deal with complaints of damp and mould to ensure the issue is properly dealt with in a timeous manner.
- 10.2 All relevant staff, particularly those who may enter tenants' homes or respond to repair requests, will be trained to identify damp, and mould and understand the organisation's policies and processes for responding to it.
- 10.3 Staff who are likely to respond to reports of damp and mould must be trained and appropriately equipped to assess the issue (including safe use of PPE), identify the root cause, and respond appropriately.

11. Tenant Communication and Information

- 11.1 The Organisation will provide tenants with information about everyday activities such as: cooking, leaving clothes to dry in rooms and on radiators and taking hot showers that can cause condensation which can lead to dampness and the growth of mould.
- 11.2 The organisation will encourage tenants to report concerns around damp and mould as soon as they notice a problem arising.
- 11.3 The organisation will provide tenants with information on the risks of living with mould and damp, how to identify and report these issues, what steps the landlord will take to address the problem and expected timescales for completion of remedial works.
- 11.4 Tenants will also be provided with information on complaints procedures, for if they are not satisfied with the organisation's response, and details for the Scottish Public Services Ombudsman.
- 11.5 Tenant information should be clear, easy to understand and accessible for all tenants. This may require a range of communication methods such as email, text, leaflets and tenant newsletters.

12. Data Management

- 12.1 An effective response to damp and mould cases, particularly where the problem is complex or persistent, will require knowledge of the property, the resident and historic repairs work. As such, all relevant information about properties and tenants will be recorded along with all actions taken by staff and concerns raised by tenants or third parties within the Association's mould and damp register.
- 12.2 All targets set for repairs and maintenance work, including responses to damp and mould, will be designed with effective end goals in mind. For damp and mould, a key focus of targets should be whether the issue reoccurred after the initial treatment. All necessary documentation will be recorded and made easily accessible to staff for this purpose.
- 12.3 Within the Association's damp and mould register, evidence will be collated showing the actions taken, whether treatments were successful, and how long it took to respond to requests and complaints.

For Office Use Only – Actions

Customer Consultation Required/Arranged	No
Intranet Update	Yes
F Drive Update	Yes
Website Update	Yes
Leaflet change required?	Yes
Newsletter Promotion?	Yes
Other information updated, e.g. posters, automatic email responses, post cards, answering machine messages, etc.	No
Equality Impact Assessment completed	No