

Condensation, Damp and Mould Policy



Name	Condensation, Damp and Mould Policy
Owner	Director of Housing
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Resident Consultation	Tenants' and Leaseholders' Panel 2 January 2024
Equality Impact Assessment	Completed - no adverse impact on any protected characteristic group
Board Approval	TBC

Strategic Lead	Director of Housing
Sign	_____
Date	_____
Chair of Board	CLlr Chris Whitbread
Sign	_____
Date	_____

Contents

1.0	Introduction and Objectives	2
2.0	Scope	3
3.0	Causes of and risks from damp, mould and condensation	4
4.0	Roles and Responsibilities.....	6
5.0	Legislation, Guidance and Regulatory Standards.....	6
6.0	Obligations	7
7.0	Statement of Intent.....	8
8.0	Dealing with damp, mould and condensation.....	9
9.0	Data and Records	12
10.0	Resident Engagement and Support.....	12
11.0	Competent Persons	13
12.0	Training.....	13
13.0	EFDC Performance Reporting	14
14.0	Quality Assurance	15
15.0	Significant Non-Compliance and Escalation.....	15
16.0	Glossary	16
	Appendix 1 - Additional Legislation	17
	Appendix 2 - Related Policies	17

1.0 Introduction and Objectives

- 1.1 Epping Forest District Council (EFDC) is committed to maintaining our homes to a high standard and to make sure our residents stay safe, healthy, and well in their homes. Condensation, damp and mould are issues which can have a serious impact on the health and well-being of our residents and can cause damage to both our assets and to items stored within them.
- 1.2 This policy sets out our approach to dealing with reported cases of damp and mould in our tenanted homes and all communal areas within the EFDC portfolio. It covers the services we provide to customers who rent their home under a tenancy agreement and those who occupy under a licence. Different properties, often of different ages, need to be managed differently by EFDC and by those in occupation. For leaseholders, we will meet the responsibilities as set out in terms of the individual lease.
- 1.3 Our objectives in respect of condensation, damp and mould are to:
- Actively identify cases of unreported (silent data) condensation, damp and mould through standard visits supported by all departments of EFDC and partner organisations.
 - Actively identify properties at risk using data analysis, including silent data, from repairs and other visits.
 - Manage all identified cases of condensation, damp and mould in a fair and consistent way and treating all tenants with respect and dignity in all communications.
 - Work in partnership with residents and leaseholders to resolve identified issues and understand how to reduce condensation, damp and mould issues so that residents are better able to manage their home effectively themselves, including the communication of concerns.
 - Work with EFDC's partner, Qualis Property Services, to undertake effective investigations and implement all reasonable remedial repair solutions and improvements to eradicate condensation, damp and mould, including managing and controlling condensation.
 - Ensure that tenants have access to and/or are provided with comprehensive advice and guidance on managing and controlling condensation, damp and mould by way of effective communication.
 - Use the data collected, by way of a tracker of reported cases to continually improve our service provision.
 - Design our energy efficiency retrofit programme to resolve existing problems of condensation, damp and mould. Retrofit works are to be designed to minimise the likelihood of future problems through improved insulation, cost-effective heating and adequate ventilation.
 - Comply with statutory requirements and deliver best practice.

- Maximise the available budgets and ensure that they are used effectively and efficiently to deal with damp and condensation problems, including appropriate resources and training for employees.
- Ensure that the fabric of our properties is protected from deterioration and damage resulting from damp, condensation and mould.

2.0 Scope

- 2.1 This policy has considered and incorporated the recommendations made in the Housing Ombudsman Service Report – Spotlight on: Damp and Mould – October 2021 and the key success factors outlined in their update report published in February 2023.
- 2.2 This policy outlines EFDC’s approach to identifying and managing condensation, damp and mould, including proactive and reactive investigations; planning of resources in anticipation of periods of higher demand; budget management to reduce instances of condensation, damp and mould; ensuring staff have the correct competence and equipment to assess cases; and our resident engagement and complaints procedures.
- 2.3 The scope of this policy covers how the council’s Property team, Tenancy & Estates team and partners, can jointly control, manage, and eradicate condensation, damp and mould with our tenants. This includes:
- All EFDC residential tenanted properties, including emergency and temporary accommodation.
 - How we identify, diagnose and eradicate the various types of damp (including rising, penetrating and condensation damp, including traumatic dampness from internal water leaks etc).
 - Identifying both EFDC and tenant’s responsibilities for dealing with condensation, damp and mould.
 - Offering guidance, advice, and assistance throughout the process to all tenants living in EFDC homes.
 - In situations where the Council will not be able to undertake works to rectify condensation damp and will look at alternative policies and procedures as appropriate, including occupancy and temporary decanting of tenants to carry out complex works. We will continue to offer advice, support and education if condensation is a contributory factor as well as actionable treatments or improvements, including additional ventilation, insulation and mould wash treatments as appropriate.
- 2.4 This policy will be made available and will be published as required to be transparent. The policy will apply to Qualis Property Solutions (EFDC’s housing repairs partner), all EFDC employees, contractors, subcontractors, consultants, and staff.

3.0 Causes of and risks from damp, mould and condensation

- 3.1 Condensation, damp and mould can create risk to health due to increased prevalence of house dust mites, mould or fungal growths resulting from dampness and/or high humidities. The government's guidance on the Housing, Health and Safety Rating System states that the hazard of condensation, damp and mould 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.
- 3.2 Young persons aged 14 years or under are one of the most vulnerable groups impacted by the health risks associated with condensation, damp and mould, but all people can be at risk. Both the detritus from house dust mites and mould spores are potent airborne allergens. Exposure to high concentrations of these allergens over a prolonged period will cause sensitisation of atopic individuals (those with a predetermined genetic tendency to sensitisation) and may sensitise non-atopic individuals. Once a person is sensitised, relatively low concentrations of the airborne allergen can trigger allergic symptoms such as rhinitis, conjunctivitis, eczema, coughs and wheezes. For a sensitised person, repeated exposure can lead to asthma, or respiratory distress and it appears that the severity of the asthma, or distress intensifies with increased humidity, house dust mite and mould levels.
- 3.3 Both house dust mites and moulds flourish in damp or humid conditions, and their growth is also influenced by temperature. Where relative humidities are within the optimum range (ranges between 30 – 50%), increasing temperatures results in reduction in the dust mite population. However, where there are high humidities, outside the optimum range, increasing temperatures can result in increased mite populations and mould growth. Moulds can grow when the indoor relative humidity persistently exceeds 70%.
- 3.4 Mould is a category of fungus. It spreads through spores, which are invisible to the naked eye but are in the air around us all the time and can quickly grow on surfaces where dampness persists, or water has formed into a visible covering.
- 3.5 Dampness is an excess of moisture that cannot escape from a structure or material, which can escalate to cause significant damage to the building resulting in collapsed ceilings, rotten timber elements such as windows and doors and other structural deficiencies.
- 3.6 There are four main causes of dampness in homes in England. It is important to understand the difference between them as they each require different solutions:
- 3.7 **Water leaks** from defective supply and waste pipework (especially in bathrooms and kitchens) can affect both external and internal walls and ceilings. The affected area looks and feels damp to

- 3.8 the touch and stays damp regardless of the prevailing weather conditions. It is the result of a problem or fault with the home or building, which requires repair. Who is responsible for the repair depends on where and why the leak happens. Responsibilities are detailed within the Tenants Handbook, given to every tenant at sign up and available on the EFDC website. EFDC's usual approach will be to resolve the leak, to prevent a risk to the resident or others, and to recover the costs if the leak is found to be outside of the EFDC responsibility.
- 3.9 **Rising damp** is caused by water rising from the ground into the home or building. Water gets through or around a defective damp proof course (DPC) or passes through the masonry that was built without a DPC. Rising damp will usually only affect basements and ground floor rooms. It will be present all year round but can be more noticeable in winter. It is generally the result of a problem or fault with the fabric of the property, which requires remedial works. This will be EFDC's responsibility.
- 3.10 **Penetrating damp** is usually found to be a defect in the structure of the home or building, such as damaged brickwork, missing roof tiles, loose flashing or leaking rainwater goods to name a few. Defects allow water to pass from the outside of the property to the internal floors, walls, or ceilings. Penetrating damp is far more noticeable following a period of rainfall and will normally appear as a well-defined 'damp-patch' which looks and feels wet or damp to the touch. It is the result of a problem or fault with the property, which requires a repair. Who is responsible for the repair depends on identifying what the fault is and the cause. EFDC's approach will be to resolve the penetrating dampness, either through direct action or through working with others if a third party is causing the problem. We will do this to prevent a risk to the resident or others and will seek to recover the costs if the cause of the dampness is not our responsibility following the investigation process.
- 3.11 **Condensation** is a common contributory factor in the diagnosis of dampness and is caused by internal excess moisture in the air (water vapour) meeting a colder surface, such as a window or wall. The drop in temperature causes liquid to form on the surface and then soak in. It is predominantly found in kitchens, bathrooms, corners of rooms, on north facing walls and on or near windows – all places that either tend to attract a lot of moisture in the air or are colder generally. It is also found in areas of low air circulation such as behind wardrobes and beds, especially when they are pushed up against external walls. Condensation can be caused in several ways, and we will investigate and aim to find the root cause to identify actions to resolve or eradicate the issues.
- 3.12 All homes in England can be affected by condensation because the climate is often cool and wet. Normal household activities also constantly release moisture into the air. Ventilating the home (through extractor fans, trickle vents or opening windows) reduces condensation, and in many cases will prevent it causing dampness and persistent

mould. However, on occasion the root cause can be a problem that requires an EFDC repair or an improvement to the property. In others, a different solution may be needed (for example, in cases of severe overcrowding), which will require the involvement of other teams or third-party organisations.

- 3.13 The occupation of the property will be considered, including the make-up of the residents when carrying out any evaluation or assessment of the property. Vulnerabilities, if identified, such as long term or short-term disabilities, illnesses or medical conditions will be assessed for assistance with remedial works, if the risk is found to be outside of EFDC's liability. Financial vulnerability will be identified and assistance offered as appropriate; this may be via third party organisations or support groups.

4.0 Roles and Responsibilities

- 4.1 EFDC's Cabinet has overall governance responsibility for ensuring this policy is current and fully implemented to ensure full compliance with relevant legislation, regulatory standards and the requirements of other stakeholders such as the Housing Ombudsman Service. As such, the Cabinet will formally approve this policy and review it every two years (or sooner if there is a change in legislation or regulation).
- 4.2 For assurance that this policy is operating effectively in practice, the Cabinet will receive regular updates on its implementation, condensation, damp and mould performance and any non-compliance. The Cabinet will support with financial requirements to meet the policy, which may include approval for resources or approval for improvement projects based on collected data and requirements.
- 4.3 The Senior Leadership Team (SLT) will receive monthly performance reports by way of data tracking, including trend analysis, in respect of condensation, damp and mould and ensure compliance is being achieved effectively. They will also be notified of any non-compliance issue identified with recommendations for improvement.
- 4.4 The Director of Housing holds strategic responsibility for the management of condensation, damp and mould, and for ensuring compliance is achieved and maintained. They will oversee the implementation of this policy.
- 4.5 The Head of Asset Management holds operational responsibility for the management of condensation, damp and mould cases and will be responsible for overseeing the operational delivery of remedial programmes.
- 4.6 Housing teams will provide support where gaining access to properties is difficult and will assist and facilitate any support or other tenancy management processes as necessary.

5.0 Legislation, Guidance and Regulatory Standards

- 5.1 **Legislation** - The principal legislation applicable to this policy is:

- The Housing Act 2004
- The Landlord and Tenant Act 1985 as amended by The Home (Fitness for Human Habitation) Act 2018
- Social Housing (Regulation) Act 2023
- This policy also operates within the context of additional legislation (see Appendix 1).

5.2 **Guidance** – The principal guidance applicable to this policy is:

- The Decent Homes Standard 2006.
- The Housing Health and Safety Rating System (HHSRS) – September 2023
- Housing Ombudsman Spotlight on Damp and Mould: It’s not lifestyle - October 2021 and February 2023 update.

5.3 **Regulatory standards** – We must ensure we comply with the Regulator of Social Housing’s regulatory framework and consumer standards for social housing in England; the Home Standard is the primary one applicable to this policy. The Social Housing (Regulation) Act 2023 changes the way social housing is regulated and may result in future changes to this policy.

5.4 **Sanctions** – Failure to discharge our responsibilities and obligations properly could lead to sanctions, including prosecution by the relevant local authority under the Housing Act 2004, the Health and Safety Executive (the HSE) under the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015; prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007; and via a regulatory notice from the Regulator of Social Housing.

6.0 Obligations

6.1 The Housing Act 2004 requires that properties must be free from Category 1 HHSRS hazards, including damp and mould, and excess cold. Category 1 hazards (band A-C) mean a property does not meet the legal minimum standard for housing condition, and action must be taken to reduce the risk to that which would be expected of a property of that age and type. The government has directed local authorities in November 2022 to have regard to ‘high scoring Category 2 hazards (band D and E) for damp and mould when considering enforcement action.

6.2 The Landlord and Tenant Act 1985 as amended by the Homes (Fitness for Human Habitation) Act 2018 requires that properties must be fit for human habitation, including being free of dampness prejudicial to the health of occupants, and category 1 HHSRS hazards.

6.3 The Decent Homes Standard requires that for a home to be considered ‘decent’ it must:

- Meet the current statutory minimum standard for housing.
 - Be in a reasonable state of repair.
 - Have reasonably modern facilities and services.
 - Provide a reasonable degree of thermal comfort.
- 6.4 Amendments to the Social Housing (Regulation) Act 2023 to introduce ‘Awaab’s Law’ received Royal Assent becoming law in July 2023, this provides powers for the Regulator to set timescales for landlords to fix reported health hazards. The timeframes have not been published at the time of writing this policy but are suggested to be: 14 days to investigate and 7 days to complete urgent repairs.

7.0 Statement of Intent

- 7.1 We will provide dry, warm, healthy, and safe homes for our tenants which are free from any serious hazards.
- 7.2 We will investigate the cause of any damp, mould and condensation and carry out remedial repairs and actions in accordance with the tenancy agreement and the principles within this policy.
- 7.3 We will build a data profile of our stock to enhance our understanding of our assets in relation to condensation, damp and mould and have proactive programmes for managing this issue. This will include taking every opportunity to check for condensation, damp and mould and promoting ways our residents can report condensation, damp and mould. We will analyse stock condition data to identify at risk homes and monitor these through inspections and, where appropriate, remote sensors. This will enable silent data to be collected and proactively actioned to reduce the risk within the EFDC stock portfolio.
- 7.4 We will ensure the fabric of our homes is protected from deterioration and damage resulting from damp. Proactive cyclical inspections and programmes based on collected data, ad hoc inspections, visits and reports.
- 7.5 We will ensure our homes have effective and affordable heating and insulation, and that they are maintained in good condition, to meet the requirements set out in the Decent Homes Standard. Identifying through collected data any properties that would benefit from inclusion in upcoming retrofit programmes.
- 7.6 We will take responsibility for proactively diagnosing and resolving condensation, damp and mould in a timely and effective way. Including the training of staff to appropriate levels to support the policy.
- 7.7 We will ensure our retrofit programme includes measures to prevent condensation, damp and mould.

- 7.8 We will ensure our reporting systems and processes are accessible and treat residents reporting condensation, damp and mould with empathy and respect and will not prejudge the reason for any issue.
- 7.9 We will diagnose the cause of damp correctly and deliver effective solutions based on the ethos of dealing with the cause of the damp not just the symptom and wherever possible 'fixing first time'.
- 7.10 We will operate an open and transparent complaints process which is proactively and effectively communicated to residents and stakeholders.
- 7.11 We will ensure our tenant engagement strikes the right tone and provides support to residents to help them to avoid condensation, damp and mould in properties.
- 7.12 We will promote and provide general advice and guidance to tenants on how to manage damp and condensation in their homes.
- 7.13 We will maximise available budgets to deal with condensation, damp and mould issues.
- 7.14 We will ensure our staff are trained to identify potential issues with condensation, damp, mould, and condensation, so they can advise residents, diagnose problems and provide solutions.
- 7.15 We will inform the tenant of the findings of the investigations following a home visit or inspection. This will include identifying the possible causes of damp, recommending effective solutions and all necessary remedial works, actions or enhancements and the estimated timescales to complete the works or measures. This will be communicated to the tenant, and we will keep them up to date with their enquiry through the process from identification to completion.
- 7.16 We will ensure that only competent contractors are employed to carry out works, and that tenant's possessions are adequately protected during any works.
- 7.17 Where properties may be earmarked for disposal, we will take steps to ensure that they do not regrade to an unacceptable condition and regularly engage with tenants living in them.

8.0 Dealing with damp, mould and condensation

- 8.1 We will take a proactive, data led approach to dealing with condensation, damp and mould and proactively manage risk through external cyclical surveying of stock, reactive repairs, planned preventative investment and providing advice and guidance to residents. We will ensure data from other teams (e.g. through tenancy visits) is incorporated into our knowledge of condensation, damp and mould.
- 8.2 We will continue to promote resident reporting of any issues to us as soon as possible after noticing a problem. When we receive a report, an operative will attend the property to determine the cause and seek to resolve the immediate issue. In some

- cases, they may need to further diagnose the problem. Finding out what's causing condensation, damp and mould isn't always straightforward and it could be due to a combination of factors. A Housing officer, Surveyor or a Specialist may attend where required. Any required repairs will be dealt with in accordance with our Responsive Repairs Policy or within a programme of work led by the Asset Team.
- 8.3 Where damp is as a result of condensation, we will work with our residents to take appropriate measures to eradicate the damp and mould occurring. This may include advice about how to control moisture levels or increase ventilation or heating, so that relative humidity is kept within the optimum range for comfort and prevention of dust mites and mould spores. Remedial repair works will be undertaken as appropriate.
- 8.4 When we are satisfied, following engagement with the tenant, that all reasonable efforts in managing condensation, damp and mould have been undertaken and this has not been successful, we will visit the property and investigate further involving other teams as appropriate; this may include Housing Allocations, Tenancy & Estates to discuss available options or action.
- 8.5 We will keep residents informed of the outcome from any property inspections, diagnosis of issues and the timetable of works, where these are required. This includes an explanation why work is needed and what work might will be done. If any changes to the programme of works are needed, we will keep the tenant informed. Where work is not required, residents will be informed, and we will explain the reason why no further work is needed and the steps that can be taken.
- 8.6 We will undertake necessary reasonable and practicable improvement works to assist in the management and control of condensation, damp and mould, for example by the installation of mechanical ventilation or fitting additional insulation. We will have regard to any constraints of the existing building design and structure and will take a pragmatic approach to finding appropriate solutions.
- 8.7 When a severe or recurring condensation, damp or mould issue is identified we will undertake a comprehensive risk assessment; this may result in a range of actions to support the resident depending on their circumstances. This may include the provision and funding of dehumidifiers; the installation of positive pressure, mechanical or passive ventilation systems; dry lining walls or applying mould resistant coverings – these measures will be used as appropriate, on a case-by-case basis.
- 8.8 For more complex cases, and especially where more intrusive building work is required and/or there is a serious health risk to the resident or a member of their household, we may require them to move out of their home either on a temporary or permanent basis. We will consider the individual circumstances of the resident and engage with them as part of our decision-making process and provide appropriate support to find suitable alternative accommodation. We will ensure that appropriate checks are carried out at the alternative property to ensure it is suitable for the resident.

- 8.9 Our tenancy (and leasehold) agreements require customers to allow us (including appointed partners and contractors) access to their home to carry out works at the agreed appointment time. If we are unable to gain access and the integrity of the property, its fabric and/or the safety of the customer or those in the vicinity of the property is compromised, we will engage with the resident to identify the reasons for no access and if required take appropriate action should an alternative not be found. For example, this may include but is not limited to a reliable friend or family member being available, assisting the tenant to find a suitable advocate or obtaining an injunction for access as a last resort.
- 8.10 We will make good internal surfaces following any remedial work and will ensure that surfaces are prepared to a condition ready for the tenant to redecorate or provide assistance to bring the home back to the original decoration. This may be by providing decorating vouchers, approving a recharge to the tenants rent account to ensure that the works are completed.
- 8.11 We will carry out fungicidal / mould treatments in the following circumstances:
- To remove significant mould growth where this has been caused by a property defect or deficiency.
 - Where we have been at fault by not resolving a repair or defect in accordance with our repairs and maintenance policy, and the delay has enabled mould to grow.
 - Where:
 - we have established that the property is suffering from condensation which is not due to any property defect or required repair, or other issue for which we are responsible; and
 - we have exhausted options for heating and ventilation support; and
 - where the treatment is necessary to help the tenant to be able to then manage the symptoms of condensation.
- 8.12 Where we determine that remedial work is not necessary, we will provide additional support and advice to the tenant to help them manage and control dampness caused by condensation.
- 8.13 We will make reasonable attempts to access the property to inspect and carry out the works and will require the tenant to provide us with access in accordance with the terms of our tenancy agreement. We will engage with the tenant to find an alternative before resorting to legal recourse for access.
- 8.14 In line with our Compensation Policy, we will pay compensation if we fail to deliver the service we have committed to. This includes where furniture or belongings have been damaged, and/or distress and inconvenience has been caused, as a result of our service failure. Each case will be considered individually, taking into account the degree and impact of the service failure, and the individual circumstances of the resident and their household.

- 8.15 When a property becomes vacant, and prior to re-letting, we will identify and remediate any issues that may cause damp and any of the symptoms of or consequential damage arising from condensation, damp and mould. This may include ensuring doors and windows are serviceable and can effectively ventilate the property, ensuring extractor fans are working well, as well as applying mould treatments where necessary.
- 8.16 We will survey void properties to assess the suitability for inclusion in retrofit works or improvement works to future proof the EFDC stock. Ensuring that works completed will enhance the SAP rating to an acceptable level.

9.0 Data and Records

- 9.1 We will ensure our approach to record keeping is accurate and robust.
- 9.2 We will maintain a core asset register of all properties we own or manage, with component and attribute data against each property.
- 9.3 We will operate a robust process to manage all changes to our asset holdings, including bought properties, property acquisitions and asset disposals.
- 9.4 We will keep all records, warning notices and remedial work records for at least six years and for the duration that we own and manage the property. We will have robust processes and controls in place to maintain appropriate levels of security for all repairs, inspection, condensation, damp and mould related data and records.

10.0 Resident Engagement and Support

- 10.1 We will establish a resident engagement strategy and communication programme to support residents in their understanding of condensation, damp and mould, including how to report issues and our complaints procedure. The engagement will begin at tenancy sign up where expectations will be set as per our policies and procedures and will be communicated through electronic means and distributed materials throughout the course of EFDC's lifetime.
- 10.2 This will assist us in maximising access to assess risks and take remedial action, encourage, and support residents to report any concerns about condensation, damp and mould, and help us engage with vulnerable and silent residents.
- 10.3 We will share information clearly and transparently and will ensure that information is available to residents via regular publications and information on our website.
- 10.4 We will give residents advice on how to prevent condensation, damp and mould and what they should do to remove mild cases of mould and manage condensation. However, we recognise that not every resident will be able to resolve condensation, damp and mould themselves. We will provide appropriate support in such cases in relation to the specific circumstances and the individual resident's needs.

- 10.5 We know that some residents cannot afford to heat their homes adequately due to fuel costs and their income levels. We will work with residents to ensure that they are receiving the income to which they are entitled, engaging with third party support groups and organisations as appropriate.
- 10.6 Where homes are overcrowded, humidity will tend to be higher, and this increases the likelihood of condensation. We will work with the resident and explore solutions which may include moving to a more suitable home if this is available and appropriate.
- 10.7 We aim to resolve complaints as quickly as possible without residents needing to resort to disrepair claims and legal action. We will follow guidance in the Housing Ombudsman’s Complaint Handling Code to take action to put things right without waiting for the complaints procedure to be completed. We will engage with the Housing Ombudsman Dispute Support Team for guidance if required.
- 10.8 Where legal action is taken, we will follow the Pre-Action Protocol for Housing Conditions Claims so that we may resolve the dispute outside of court to help ensure issues are resolved quicker for customers. Where legal action has started this will not stop agreed actions or repairs from being carried out.

11.0 Competent Persons

- 11.1 Our operational staff and contractors will have the appropriate skills and knowledge to identify and diagnose signs of condensation, damp and mould, and discuss with residents how to manage concerns. All visiting staff will be encouraged to look out for signs of condensation, damp and mould whenever they visit a tenants home.
- 11.2 The Head of Asset Management and Contracts will hold the relevant qualifications to manage the trained and qualified operational staff. If additional training is required this will be undertaken with the support of the Director of Housing and the approval of the Cabinet within their strategic roles, as set out in this policy.
- 11.3 We will check our contractors hold the relevant qualifications and accreditations when we procure them for the work that they are contracted to do, and thereafter on an annual basis.

12.0 Training

- 12.1 We will deliver training on this policy and the procedures that support it, through appropriate methods including team briefings; condensation, damp and mould awareness training; and on the job training for those delivering planned maintenance and repair works as part of their daily job. All training undertaken by staff will be formally recorded.
- 12.2 We will share learning from complaints and the positive impact of changes made as a result within the organisation and externally, to promote a learning culture.

13.0 EFDC Performance Reporting

13.1 We will report robust key performance indicator (KPI) measures for condensation, damp and mould. These will be provided to EMT monthly and to the Board on a quarterly basis via the Audit and Assurance Committee. As a minimum, we will report:

The Report will include:

- The total number of domestic properties within the EFDC Stock.
- Number of properties reporting condensation, damp and mould
- Of the reports of condensation, damp and mould how many surveyed
- Of the reports of condensation, damp and mould how many are confirmed category 1 HHSRS damp and mould hazards.
- Of the reports of condensation, damp and mould how many are confirmed category 2 (band D and E) HHSRS damp and mould hazards;
- Number of properties visited with potential HHSRS hazards (not Cat 1 or 2).
- Number of properties with live disrepair claims.
- Number of properties with works orders for condensation, damp and mould works.
- Completed works orders for condensation, damp and mould works.
- Number of properties with complaints for condensation, damp and mould
- Number of complaints for condensation, damp and mould which have been closed with an 'upheld' status (partial or fully upheld);
- Number of properties subject to enforcement action for access to carry out inspections or works.

Narrative - an explanation of the:

- Current position.
- Corrective action required.
- Anticipated impact of corrective actions; and
- Progress with completion of repairs works.

13.2 Partner Contractor Performance Monitoring

EFDC's partner repairs contractor will provide a Damp and Mould Tracker which will form the basis of the EMT and Board reports. The condensation, damp and mould tracker will include information on:

- Number of reports of condensation, damp and mould
- Number of condensation, damp and mould surveys carried out.
- Number of Properties surveyed that have Cat 1 Hazards
- Number of Properties surveyed that have Cat 2 Hazards
- Number of Properties surveyed / visited that have HHSRS hazards (not Cat 1/2)

- Number of Properties that have been referred to EFDC Property Assets for further survey.
- Number of raised works following condensation, damp and mould survey
- Number of completed works following condensation, damp and mould survey.
- Number of Properties with no access following condensation, damp and mould report
- Number of days from report of condensation, damp and mould to inspection
- Number of days from Inspection to Schedule of works
- Number of days from SOW to works completed.
- Number of properties identified with condensation, damp and mould with no initial condensation, damp and mould report following alternative repair visit.
- Number of post inspections carried out following condensation, damp and mould works.
- Number of properties where a 2nd report of condensation, damp and mould has been made.

14.0 Quality Assurance

14.1 We will ensure there is a programme of post inspections in place to ensure the quality of repair work that is carried out to address condensation, damp and mould. This will be:

- 100 per cent of repairs for works to address the root cause or symptoms of condensation, damp and mould;
- 100 per cent of all works carried out following complaints of condensation, damp or mould.
- 100 per cent of all works carried out to resolve disrepair claims.

14.2 We will also revisit residents who have had a confirmed case of condensation, damp and / or mould to ensure that our repairs has resolved the issue. This visit will take place between three and six months after the completion of the repairs undertaken for condensation, damp and mould. Contact may be made by telephone or email if only verbal advice or guidance was required to assess if a physical visit is required.

14.3 We will carry out an independent audit of our approach to identifying and addressing condensation, damp and mould at least once every two years prior to the Policy review, to specifically test for compliance with legal and regulatory obligations and to identify non-compliance issues for correction, or changes required to the Policy or Procedures.

15.0 Significant Non-Compliance and Escalation

15.1 Our definition of significant non-compliance is any incident which has the potential to result in a potential breach of legislation or regulatory standard, or which causes a risk

to health or safety. All non-compliance issues will be reported and escalated as soon as possible, and no later than 24 hours after the incident occurred, or of an EFDC employee becoming aware of it.

- 15.2 Any non-compliance issue identified at an operational level will be formally reported to the Director of Asset Management in the first instance, who will agree an appropriate course of corrective action with the Head of Asset Management and report details of the same to the EMT.
- 15.3 In cases of serious non-compliance, EMT and Board will consider whether it is necessary to disclose the issue to the Regulator of Social Housing as required by the regulatory framework, or any other relevant organisation such as the Health and Safety Executive.

16.0 Glossary

16.1 This glossary defines key terms used throughout this policy:

- **HHSRS:** the Housing Health and Safety Rating System. This is the Government's prescribed approach to the evaluation of the potential risks to health and safety from any deficiencies identified in dwellings. There are 29 HHSRS hazards, including the hazard of damp and mould.
- **Category 1 HHSRS hazard:** the most serious hazards, which mean that the property fails to meet the legal minimum standard for property condition. Where a local housing authority becomes aware of a property with a category 1 hazard they have a duty to take enforcement action, for example by serving a notice to require the risk to be reduced.
- **Category 2 HHSRS hazard:** these are less serious hazards; the local housing authority has the power to take enforcement action but is not obliged to.

Appendix 1 - Additional Legislation

This policy also operates within the context of the following legislation:

- Defective Premises Act 1972
- Health and Safety at Work Act 1974
- The Occupiers' Liability Act 1984
- Management of Health and Safety at Work Regulations 1999
- Management of Houses in Multiple Occupation (England) Regulations 2006
- Building Regulations 2010 (England and Wales)
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Construction (Design and Management) Regulations 2015
- Data Protection Act 2018
- Equality Act 2010

Guidance and other related information:

- Housing, Health and Safety Rating System (HHSRS) Operating Guidance, 2006
- Pre-action Protocol for Housing Condition Claims (England) 2021
- Housing Ombudsman Spotlight Report: It's not lifestyle (November 2021/ February 2023)

Appendix 2 – Related Policies

- Compensation Policy
- Complaints Policy
- Decants Policy
- Disrepair Policy
- Diversity & Inclusion Policy
- Health & Safety Policy
- Maintenance of Empty Homes Policy
- Reasonable Adjustments Policy
- Responsive Repairs Policy