



DAMP & MOULD POLICY SUMMARY

2023 updated 2025

1 Introduction

1.1 Mid Devon Housing wants to take every reasonable action to identify, remedy and provide advice on damp and mould in Council homes in order to ensure a safe, health and comfortable environment for our residents, as well as to protect the fabric of our buildings.

1.2 This Policy Summary details:

- Our responsibilities in respect of Awaab's Law introduced October 2025
- How to report mould and damp
- What we will do in the event of anyone reporting this
- What we will do generally to minimise issues
- Our responsibilities in respect of damp and mould
- Tenant responsibilities

2 Awaab's Law and our responsibilities

2.1 Awaab's Law was introduced through the Social Housing (Regulation) Act 2023 in response to the tragic death of two-year-old Awaab Ishak due to prolonged exposure to mould in social housing. This is to be set in detail through secondary legislation and will mean all registered providers of social housing (also referred to as 'social landlords') will have to meet these requirements and, if they fail to do so, tenants will be able to hold their landlords to account by taking legal action through the courts for a breach of contract. The law establishes strict, legally binding timeframes for social landlords to investigate and remedy hazards such as damp and mould. It requires landlords to respond to emergency hazards within 24 hours and to take appropriate action on other significant hazards within a defined period. Mid Devon Housing will fully comply with the provisions of Awaab's Law, ensuring prompt inspection, communication, and remediation in all cases of reported damp and mould affecting tenant health and safety.

2.2 The law only applies where the hazard arises from a deficiency in the building or land that MDH is responsible for maintaining. To ensure clarity and consistency, the following exclusions and limitations may mean Awaab's Law does not apply:

- Leaks originating from tenant-installed fixtures such as a bathroom (although we may make safe as a chargeable service);
- Mould caused by tenants removing or isolating extractor fans;

- Damp or mould caused by not using heating, or not heating effectively (where heating is functional to reasonable levels, although MDH will signpost to support);
- Mould caused by a lack of cleaning/hygiene;
- Mould caused by keeping window trickle vents closed or taped up;
- Damp or mould caused by running a business from the home without permission i.e. hairdressers or dog breeding;
- Damp or mould caused by not using a shower curtain or a bath mat; or
- Cold spots caused by loft insulation disturbed by tenants items in the loft space.

2.3 In line with Awaab's Law, Mid Devon Housing will ensure that reports of damp and mould are acted on within strict legal timeframes. From October 2025, all social landlords will be required to:

- Make safe any emergency damp and mould reports and other emergency hazards within 24 hours. Emergency hazards are those posing immediate or imminent danger to health and safety (for example damp presenting acute health risks, gas leaks, major electrical faults or structural collapse). A written summary must be provided to the tenant(s) within 3 working days.
- Investigate instances of significant hazards within 10 days, and make safe within 5 working days from the investigation conclusion. Investigations can include remote inspections of evidence supplied by tenants or 3rd parties. A significant hazard includes serious risks that are not immediately life-threatening, like persistent damp and mould. A written summary must be provided to the tenant(s) within 3 working days from investigation conclusion. The day the hazard is reported is 'day zero'.

2.4 These timeframes will apply to conditions that pose a serious and immediate risk to tenant health and safety, such as significant mould growth, water ingress, or persistent damp affecting habitable rooms. MDH will prioritise such cases and ensure robust follow-up and communication with residents until the issue is fully resolved.

2.5 If significant hazards cannot be addressed within five working days, MDH must provide suitable alternative accommodation. This is also the case for emergency hazards that cannot be made safe within the 24 hour timeframe.

2.6 Where supplementary works are needed to prevent recurrence, these must be completed as soon as reasonably practicable, and within 12 weeks.

3 Reporting Damp & Mould

- 3.1 Tenants and Leaseholders can report repairs by phone, email, letter, in person, on our website or through social media pages.
- 3.2 Damp and mould issues may also be identified by visiting professionals and housing officers, in which case, this will be reported back to the repairs service.

4 What we will do when you report Damp & Mould

- 4.1 All repairs coming through the Council's call centre will be triaged using a diagnostic script. This script has been created by combining knowledge from decades of specialist officer knowledge, industry best practice and tenant feedback. The script is designed to determine the most likely cause or causes of damp or mould, and to arrange for repairs or advice to combat this. It may be necessary for the script to be used more than once, as symptoms improve and change.
- 4.2 The Council shall investigate to determine the cause of damp, mould and condensation and carry out remedial repairs and actions in accordance with the tenancy agreement

5 What we will do to minimise issues

- 5.1 The Council will investigate the possible causes of dampness to deliver effective solutions, based on dealing with the cause of the damp not just the symptom.
- 5.2 Our staff will promote and provide general advice and guidance on how to manage damp and condensation.
- 5.3 The Council will inform the tenant of the findings of the investigations following the visit. This will include identifying the possible causes of damp, recommending effective solutions, all necessary remedial works and the estimated timescales to complete the works.
- 5.4 The causes of damp and mould are complex and in many cases, our tenants may need support to understand the causes of damp, mould and condensation, as well as how to avoid this. MDH will ensure that this education is in a range of formats including verbal, written, audio, visual and video.

6 The Council's Responsibilities

- 6.1 The Council is responsible for insulating homes in our management in accordance with Decent Homes Standard to help reduce the likelihood of condensation occurring.

- 6.2 The Council is responsible for maintaining a tenant's home to avoid penetrating dampness and to avoid rising damp in homes with a damp proof course or membrane by design, and for carrying out remedial action if these do occur.
- 6.3 The Council will undertake reasonable improvement works required to assist in the management and control of condensation damp, e.g. the installation of mechanical extractor fans, air vents and repairing existing insulation.
- 6.4 Remedial works will only be carried out where it is reasonable

7 Tenant Responsibilities

- 7.1 In accordance with the Tenancy Agreement, our tenants have a contractual responsibility for:
- 7.2 *'reducing damp, mould and condensation through ventilation and controlling moisture'*
- 7.3 As set out in section 11 of the Landlord and Tenant Act 1985, a housing tenant or leaseholder has a duty to "use the premises in a tenant-like manner". In essence, this means that our tenants are expected to take good care of the dwelling, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, they should:
- Keep the dwelling clean
 - Heat and ventilate the property appropriately – MDH will support and signpost tenants if there is financial hardship
- 7.4 Section 4 Defective Premises Act 1972 sets out that as a Landlord, Mid Devon Housing cannot be liable under s4 for injury or damage caused by something that the tenant is responsible for repairing.
- 7.5 Tenants have an obligation to allow access for inspections and repairs, in accordance with the tenancy agreement