

T3 Residential Limited

Damp and Mould Policy

1 Introduction

- 1.1 T3 Residential Limited ("**T3 Residential**") is committed to ensuring that our tenants stay safe, healthy and well in their homes. Damp and mould are issues which can have a serious impact on the health and well-being of our tenants, and cause damage to homes.
- 1.2 This policy sets out T3 Residential's approach to identifying, managing and mitigating the risks associated with damp, mould and condensation in the properties and communal areas we are responsible for.
- 1.3 This policy also explains how T3 Residential will work with tenants to control, manage and eradicate damp, mould and condensation.

2 Legal and Regulatory Responsibilities (not exhaustive)

- 2.1 This policy is aligned with the following legislative and regulatory requirements:
 - The Regulator of Social Housing's Safety & Quality Standard;
 - The Regulator of Social Housing's Transparency, Influence and Accountability Standard;
 - Disrepair – Landlord and Tenant Act 1985 S11;
 - Housing Health & Safety Rating System ("**HHSRS**") 2004;
 - Homes (Fitness for Human Habitation) Act 2018 and
 - Hazards in Social Housing (Prescribed Requirements) (England) 2025 (Awaab's Law).

3 Scope

- 3.1 This policy applies to all properties where T3 Residential has the obligation to provide a repairs and maintenance service.

4 Preventative Action

- 4.1 We will work with our managing agent to proactively identify properties and communal areas we are responsible for that have, or may be at risk of developing, problems with both passive and active damp and mould.
- 4.2 Information will be provided to tenants through communication channels, to raise awareness about the causes of damp and mould including how to report it to T3 Residential. This will include details about how everyday activities in the home can generate condensation and what tenants can do to help prevent damp through, for example, ventilation, controlling the build-up of moisture and adequate heating. Where there is mould growth, we will provide advice on how this could be treated.
- 4.3 Our managing agent and any vendors carrying out inspections on our behalf will have the skills and knowledge to identify signs of damp and mould and discuss with tenants how to manage the problem.

5 Dealing with Damp and Mould

- 5.1 Tenants are required to report any problems for homes and communal areas that we have repairs and maintenance responsibility for, as soon as possible after noticing a problem. When the report is received, the cause and the responsibility for dealing with the issue will be determined and an

investigations will be undertaken within 24 hours.

- 5.2 We will deal with all reports of damp and mould in line with the requirements of the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law), and any subsequent amendments. These are:
- investigate any potential emergency hazards and, if the investigation confirms emergency hazards, undertake relevant safety work as soon as reasonably practicable, both within **24 hours** of becoming aware of them;
 - investigate any potential significant hazards within **10 working days** of becoming aware of them. From 27 October this applies to hazards relating to damp, mould and condensation only; this will be expanded over time to cover other significant hazards;
 - produce a written summary of investigation findings and provide this to the named tenant within **3 working days** of the conclusion of the investigation;
 - undertake relevant safety work within **5 working days** of the investigation concluding, if the investigation identifies a significant hazard;
 - begin, or take steps to begin, any further required works within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard. If steps cannot be taken to begin work in **5 working days** this must be done as soon as possible, and work must be physically started within **12 weeks**;
 - satisfactorily complete works within a reasonable time period;
 - secure the provision of suitable alternative accommodation for the household, at the social landlord's expense, if relevant safety work cannot be completed within specified timeframes;
 - keep the named tenant updated throughout the process and provide information on how to keep safe.
 - Upon becoming aware of a potential hazard, social landlords should use all available information to initially determine if the hazard is a potential significant or emergency hazard and take steps to complete relevant safety work within stated timeframes
- 5.3 We will investigate all reports of damp, mould and condensation within customers' homes and will carry out and complete remedial repairs to resolve the issues and act in accordance with our obligations as landlord.
- 5.4 We will categorise the level of risk based upon HHSRS guidelines and categories. For those properties identified as Category 1 cases under the HHSRS guidelines or where a vulnerable resident's health may be affected, we will provide support and assistance, through an action plan that puts the resident at the centre of our response.
- 5.5 We will work with tenants to help them reduce condensation in their homes.
- 5.6 Where damp is as a result of condensation, we will work with our tenants to take appropriate measures to prevent the damp and mould occurring. This might include advice about how to control moisture levels or increase ventilation or heating, so that damp levels are kept low.
- 5.7 We will ensure that any extractor fans and mechanical ventilation systems are fully functional.
- 5.8 When a particularly severe or recurring damp or mould issue is identified we will undertake a comprehensive risk assessment which might result in a range of actions to support the resident depending on their circumstances. This may include securing suitable alternative accommodation for the tenants (see section 6 of this policy).
- 5.9 We will keep tenants informed of any property inspections, diagnosis of issues and the timetabling of works, where these are required. This includes explaining to them why work might be needed and what work might be done. Where work is not required or is not our responsibility

of T3 Residential, tenants will be informed, and we will explain the reason why no further work is needed and the steps they should take.

- 5.10 Our tenancy agreements require tenants to allow T3 Residential (including appointed vendors) 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 resident or those in the vicinity of the property is compromised, we will take appropriate action. For example, this may include, but is not limited to, obtaining an injunction for access.
- 5.11 For voids and mutual exchanges, all rooms will be inspected for damp, mould, and condensation. If identified, it will be managed and rectified as part of the void works and prior to the mutual exchange taking place.
- 5.12 We will monitor the work we carry out in accordance with our procedures and obligations as a landlord to make sure that the action taken has resolved the issue.
- 5.13 We will make sure that each customer has been contacted and has agreed to close the case once resolved.

6 Securing Suitable Alternative Accommodation

- 6.1 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 in line with our Decant Policy.
- 6.2 We must arrange this within certain timescales for hazards that come under Awaab's Law. Suitable alternative accommodation will be secured within 5 working days from the completion of the investigation that identified the hazard for a significant hazard for damp and mould work, or 24 hours for an emergency hazard.
- 6.3 Every move will be different depending on the situation and the needs of the tenant's household, which we will assess on a case-by-case basis. We will make sure that alternative accommodation is suitable for the tenant's family and is appropriate for their needs while the work is being completed.
- 6.4 We recognise the stress, anxiety and disruption that a move to alternative accommodation can cause. We'll always take steps to minimise the impact on our tenants, taking a flexible approach and considering their opinions, preferences and individual circumstances when making decisions.

7 Supporting Our Tenants

- 7.1 We will give tenants advice on how to prevent damp and what they should do to remove mould. However, we recognise that not every tenant will be in a position to resolve damp and mould themselves. We will provide appropriate support in such cases in relation to the specific circumstances and the individual resident's needs.
- 7.2 We will learn lessons from damp and mould cases, update our technical approach and how we communicate and support our tenants, in order to improve future responses.
- 7.3 We regularly collect information about our tenants and their homes and will use this to tailor our service to meet support needs. We will use this information to determine the speed of response, including whether a damp and mould hazard is dealt with as an emergency or significant hazard. We'll be flexible with appointment times and will support tenants during appointments,

understanding their needs.

8 **Tenant's Responsibilities**

8.1 Tenants will be encouraged to:

- Take the advice given and adopt reasonable steps to reduce moisture levels within the home;
- Report condensation, damp rising and penetrating damp, and faulty equipment to T3 Residential as soon as possible, where we are responsible;
- Regularly check for signs of mould;
- Allow access for inspections and for the carrying out of remedial works. On occasions where the inspection and remedial repairs are prevented, we will seek legal action to remove the risk.

9 **Appeals and Complaints**

9.1 Where a tenant is not satisfied with a decision taken under this policy, they can appeal using the process outlined in our Complaints Policy.

10 **Policy Review**

10.1 The board is responsible for ensuring this policy is kept up to date, implemented within the organisation and monitored and evaluated.

10.2 The policy will be reviewed every year or more frequently as a result of an incident occurring, feedback obtained, internal/external audits and change in legislation or regulation. This process ensures the policy continues to be appropriate, adequate and effective.

11 **Background Documents**

11.1 This policy should be read in accordance with the following policy documents:

- Complaints Policy;
- Equality, Diversity and Inclusion Policy;
- Repairs and Maintenance Policy;
- Decant Policy; and
- Asset Management Policy.

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