Wheatley Group

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Group Managing Damp and Mould Policy

Contents

1. Introduction

1.1 Addressing damp and mould is a national priority and essential in keeping our tenants safe in their homes.

1.2 This policy sets out our approach to responding to, investigating and addressing dampness and/or mould issues that arise in our homes. This includes, as a minimum, complying fully with all statutory duties under the Investigation and Commencement of Repair (Scotland) Regulations 2026 ("the Regulations"), and we will strive, where possible, to exceed these.

2. Legislative and regulatory context

2.1 The Regulations introduced new statutory duties on private and Registered Social Landlords ("RSLs") to ensure prompt investigation and if required, the completion of works to ensure a property is and remains, so far as reasonably practicable, substantially free from damp and mould.

2.2 The duties apply where we are:

- notified by a tenant, or
- otherwise become aware that a property is, or may be, affected by damp and/or mould (for example through staff or contractor observations).

<u>Statutory timescales</u>

2.3 The Regulations introduce the following <u>maximum</u> statutory timescales where a landlord is notified by a tenant or otherwise becomes aware that the property is, or may be, affected by damp and/or mould:

- investigations, conducted by a competent person, must be commenced within 10 working days, beginning with the day after the date of an issue being reported or identified;
- a written summary of the results of the investigation must be provided to the tenant within 3 working days, beginning with the day after the day on which the investigation is completed;
- qualifying repairs must be commenced within 5 working days of an investigation completing; and
- for social housing repairs the relevant qualifying repair must be completed within 20 working days (subject to some exemptions, set out further below).

2.4 A Qualifying Repair is a repair listed in Schedule 1 to the Scottish Secure Tenants (Right to Repair) Regulations 2002 ("2002 Regulations"). The Regulations will amend Schedule 1 of the 2002 Regulations to include "substantial damp and mould", meaning that repairs relating to substantial damp and mould will be Qualifying Repairs and subject to the 2002 Regulations. This applies to RSLs.

2.5 "*Relevant safety work*" means in relation to a house, work to ensure that the house:

- is substantially free from damp and mould, and
- so far as reasonably practicable, will continue to be substantially free from damp and mould.

2.6 Relevant safety work refers to a private landlord's duties under the Regulations. These are provided for in regulation 3 of the Regulations which amends the Repairing Standard as set out in Housing (Scotland) Act 2006 ("the 2006 Act"). The "Repairing Standard" is set out at section 13 of the 2006 Act and provides for the conditions that a house must meet to meet the "Repairing Standard". Regulation 3(2) of the Regulations will expand the Repairing Standard by inserting the requirement that a property is substantially free from damp and mould.

Right to Repair (Registered Social Landlords only)

2.7 The timescales set out above do not supersede repairs where the Right to Repair Scheme sets a statutory requirement to complete a qualifying repair more quickly, such as a kitchen or bathroom extractor fan not working, for which a shorter seven-day time limit applies. Further information on where this will apply is available at the following hyperlink: Right to Repair - gov.scot.

2.8 For social tenancies, section 9 of the 2002 Regulations "*Failure to provide access*", provides exceptions to complying with statutory timescales. Under section 9 of the 2002 Regulations, if a tenant, having been given a reasonable opportunity to do so, fails to provide access to enable an investigation or qualifying repair to be carried out, the statutory maximum timescale as set out in paragraph 2.3 of this policy, in respect of qualifying repairs, ceases to apply.

Under this policy we consider section 9 of the 2002 Regulations to apply where:

- we agree an appointment with a tenant and attend the appointment to either undertake an investigation or commence/complete a qualifying repair, and the tenant does not provide access to the property;
- we are unable to contact a tenant to agree an appointment to either undertake an investigation or commence/complete a qualifying repair; or
- a tenant cancels an existing appointment to either undertake an investigation or commence/complete a qualifying repair.

2.9 In all of the above, although the maximum timescale will no longer apply, we will continue to attempt to arrange an appointment and where appropriate may initiate forced access in line with the process set out within section 8 of this policy.

Repairing standard (private landlords only)

2.10 For private tenancies, section 16(4) of the 2006 Act provides exceptions to complying with the statutory timescales. Under section 16(4) of the 2006 Act where a landlord lacks the necessary rights, including rights of access, it will not be treated as failing to comply with the statutory timescales. Accordingly, where a tenant refuses access for that work and the landlord cannot lawfully enter the property without a tribunal order, the landlord should not be treated as having failed to comply with the statutory maximum timescales as set out in paragraph 2.3 of this policy.

2.11 Under this policy we consider section 16(4) of the 2006 Act to apply where:

- we agree an appointment with a tenant and attend the appointment to either undertake an investigation or commence/complete relevant safety work, and the tenant does not provide access to the property;
- where, despite multiple attempts, we are unable to contact a tenant to agree an appointment to either undertake an investigation or commence/complete relevant safety work; or
- where a tenant cancels an existing appointment to either undertake an investigation or commence/complete relevant safety work and, despite multiple attempts, we are unable to contact a tenant to reschedule the appointment.

2.12 In all of the above, although the maximum timescale shall no longer apply, we will continue to attempt to arrange an appointment and where appropriate may apply to First-tier Tribunal for Scotland (Housing and Property Chamber) to obtain an order for access.

<u>Assessing damp and mould</u>

2.13 Under the Regulations, a home must be following a qualifying repair or relevant safety work:

a) ‘substantially free from damp and mould’; and

b) ‘so far as is reasonably practicable, continue to be substantially free from damp and mould’.

2.14 If an investigation determines that the property is already ‘substantially free from damp and mould’, the Regulations do not apply, and any required repair will be covered by either:

- the Tolerable Standard as set out in sections 85-87 of the Housing (Scotland) Act 1987 **for Registered Social Landlords**; or
- the Repairing Standard set out in the 2006 Act for **private landlords**, so far as it applies to repairs other than to ensure a house is “substantially free from damp and mould”.

2.15 There may be circumstances outside our control which prevent us from complying with statutory timescales. Examples of circumstances that we consider could be outwith our control include:

- severe weather or travel barriers that prevent safe or timely access;
- where consent is required from other owners of a building;
- where a repair is complex or structural in nature (e.g. a leak where the source is unclear, roof or render repairs, suspected or confirmed asbestos, or works requiring scaffolding);
- illness and bereavement, applicable to both landlords and tenants;
- unexpected travel out-with the country (including military deployment);
- unexpected contractor or supply chain barriers;
- hoarding or excess clutter impeding access to relevant areas of the property; or
- Where we are unable to access a property despite reasonable attempts being made (section 9 of the 2002 Regulations would apply for RSLs and section 16(4) of the 2006 Act would apply for private landlords).

2.16 If circumstances beyond our control prevent compliance within the required timescales as set out in paragraph 2.3 of this policy, we will:

- inform the tenant we are unable to comply
- explain the reason(s) why we are unable to comply;
- provide a revised timeframe for compliance; and
- take reasonable steps where practicable to minimise the extent to which the house is affected by damp or mould.

2.17 In severe cases we may seek to decant the household to alternative accommodation.

2.18 The chart at Appendix 1 sets out the key steps, decisions and sequence of actions we will take when damp and/or mould is reported or identified.

2.19 Through the Annual Return on the Charter, RSLs must submit annual data on damp and mould performance, using definitions set out in SHR Technical Guidance. The Regulator requires RSLs to report:

- average time taken to resolve damp and mould cases, measured in working days from report to completion and categorised by one of three causes: condensation-related; structural; or other
- percentage of resolved cases that were reopened within the reporting year
- number of open damp and mould cases at year-end.

3. Our aims

3.1 We want all our tenants to live in warm, safe and healthy homes. We recognise that some homes and households can be more susceptible to dampness and/or mould due to building characteristics, environmental factors or household circumstances.

3.2 Our aim is to prevent dampness and/or mould wherever possible through planned investment in our homes and the delivery of a high-quality, responsive repairs service. Where issues do arise, we will make it easy for tenants to report concerns and will investigate and address them promptly, taking appropriate action to resolve the underlying causes and prioritising tenant health and safety at all times.

3.3 We recognise that experiencing dampness and/or mould in a home can be concerning for tenants. We will act in a respectful, fair and empathetic manner, we will not attribute or imply blame, and we will reserve judgement on the cause of the issue until it has been appropriately investigated by a competent person.

4. Scope

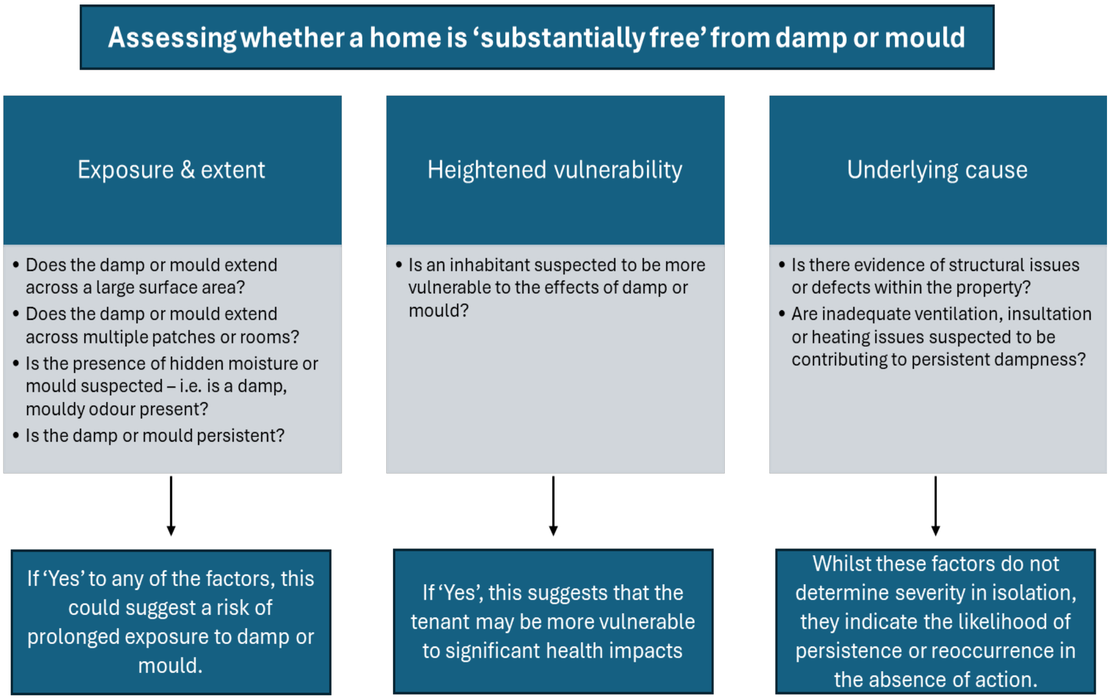
4.1 The policy applies to all RSLs and Lowther Homes tenants. The policy does not apply to tenants in temporary accommodation where Wheatley owns the property but has leased it to a third party and is not the landlord of the tenant residing in the property. In these instances, obligations triggered under the Regulations would be the responsibility of the third party as the landlord. In any instances where a third party is responsible, we will work with them and provide any assistance possible as required under applicable laws, regulations and contractual arrangements.

5. Damp and mould assessment

5.1 A competent person will investigate any instance where we become aware of damp and/or mould. In undertaking their investigation, they will assess whether the home is 'substantially free' and, 'so far as is reasonably practicable, will continue to be substantially free from damp and mould'.

5.2 A competent person is a person who, in the reasonable opinion of the landlord, has the skills and experience necessary to determine whether the house is substantially free from damp and mould and if not, whether any relevant safety work or qualifying repair is required in relation to the house.

5.3 All investigations will use the following framework, which is drawn from Scottish Government guidance:



5.4 In assessing heightened vulnerability, we recognise that certain groups of people may be more impacted by the presence of damp and/or mould. Examples of vulnerabilities we will take into account include, but are not limited to, the following:

- people with a pre-existing health and wellbeing condition that could be exacerbated;
- people who have a weakened immune system;
- pregnant women and women who have recently given birth;
- babies, children and young people;
- older people; and
- people who are bedbound, housebound or have mobility problems that make it more difficult for them to leave their home and get fresh air.

5.5 We will take this into account through an initial customer assessment at the point damp and/or mould is reported or suspected and through engagement with the tenant(s) during the investigation process. Where heightened vulnerability is identified, this may affect how quickly we initiate the investigation. For example, heightened vulnerability may constitute an emergency or influence an assessment of the need for interim measures.

5.6 There is no fixed definition of what constitutes an extensive patch of damp or mould as the dimensions of each home differ. However, we will draw on existing Scottish Government guidance and existing legal standards as a starting point. For example, a house will normally be below the tolerable standard if an assessor finds persistent visible penetrating damp which covers an area greater than approximately:

- 10% of the overall wall space in one apartment in the house; or
- 10% of the ceiling in one apartment in the house; or
- 20% of overall wall space or ceiling in one or more other spaces in the house.

5.7 We recognise that factors such as heightened vulnerability mean that existing guidance and legal standards such as surface area coverage may not adequately take into account the particular circumstances and each case will be assessed on its individual circumstances.

5.8 In assessing the property for mould and damp, alongside our assessment of whether the home is substantially free and, so far as is reasonably practicable, will continue to be substantially free from damp and mould, we will record one of the following descriptions:

Description	Characteristics
Major mould and/or damp	Extensive mould and/or damp requiring urgent intervention, escalation, and potentially a tenant decant to alternative accommodation; cannot be considered substantially free at inspection.
Moderate mould and/or damp	Mould and/or damp presence requiring prompt remedial works and management oversight; not considered substantially free at inspection.
Minor mould and/or damp	Localised mould and/or damp of lower severity, which may be resolved at first visit but may require removal of the root cause. The competent person may assess these cases as either substantially free or not substantially free taking into account the individual circumstances, such as the presence of any heightened vulnerability.
Trace mould and/or damp	Very small-scale mould and/or damp with minimal impact, such as blackened silicone, a very small damp patch or staining from a previous leak, which are typically removable during the visit and capable of being classified as substantially free.
No mould or damp	No mould, damp, or active leaks present, always assessed as substantially free.

5.9 Our response, including timescales and escalation, will reflect the description recorded. We will also consider the potential presence of hidden mould (e.g. behind surfaces or fittings). Where hidden mould is suspected, we will ensure that appropriate investigation is undertaken.

6. Our response to dampness and/or mould

Initial response: investigate and ensure the home is safe

Standard investigation

6.1 We will aim to schedule an investigation at the tenant's home **within 5 working days** of being notified or otherwise becoming aware of damp and/or mould, except where it is considered an emergency situation, where we will aim to inspect the property **within 1 working day**. Investigations will normally be carried out in person.

6.2 We may seek the tenant's cooperation to undertake an initial remote triage to support us in assessing the extent of any visible damp and/or mould to better understand whether an accelerated investigation timescale would be appropriate.

6.3 Where the tenant is not available to provide access within these timescales, we will encourage access as soon as possible and, in non-emergency cases, within the statutory timescale of **10 working days**.

6.4 If, having **provided the tenant with a reasonable opportunity to provide access** to complete an investigation, we are unable to do so, the 10-working day statutory timescale no longer applies as set out in section 2.

6.5 As part of our investigation, we will aim to treat all mould in the property and make the property substantially free from mould and/or damp and, so far as is reasonably practicable, likely to continue to be substantially free from damp and mould during the first investigation visit.

6.6 An investigation will be considered complete when:

- a clear determination has been made as to whether the home is substantially free from damp and/or mould and whether it is likely, so far as is reasonably practicable, to continue to be substantially free from damp and mould; and
- where damp and/or mould is identified, the root cause has been identified, and any qualifying repairs required are identified.

6.7 Where it is not considered safe for the tenant or household members to remain in the home, we will aim to find suitable alternative accommodation within 24 hours. We recognise that there may be instances where, despite our advice to the tenant to move to alternative accommodation, the tenant may be unwilling to do so. In such cases, we will seek to apply management and monitoring arrangements to reduce the risk from damp and/or mould.

Complex investigations

6.8 In some cases, it may not be possible to determine the root cause of damp or mould, or the actions required to resolve it, within a single visit or the initial 10 working day investigation period. Damp and mould can be complex and may require multiple inspections, specialist input or monitoring to diagnose fully.

6.9 Where we determine that an investigation cannot be completed within 10 working days:

- we will **inform the tenant as soon as reasonably practicable**, explaining why the timescale cannot be met;
- we will provide **initial findings**, where available;
- we will set out **next steps and an indicative timeframe** for completing the investigation; and
- we will **keep the tenant updated,** with interim written updates as the investigation progresses.

6.10 We will complete the investigation as soon as reasonably practicable. In complex cases where investigations are ongoing for an extended period, we will provide interim updates where appropriate, setting out current findings, actions taken, and next steps until the investigation is complete.

6.11 In the meantime, we will ensure that reasonable steps are taken to minimise the extent and impact of damp or mould, including interim treatment, monitoring or safety measures where required.

Written summary

6.12 We will provide the tenant with a written summary of the investigation, in a clear and accessible format, within **3 working days** of the investigation concluding. This will include:

- the date the issue was reported and the date(s) of inspection/investigation;
- the name and role of the person(s) who carried out the investigation;
- a summary of the investigation process, including what was inspected and any evidence considered;
- a clear statement of whether the home is “substantially free from damp and mould”;
- details of the nature, extent and location of any damp and/or mould identified;
- the identified root cause(s) (e.g. condensation, structural defect, leak, or other);
- details of any actions taken during the inspection, including any immediate treatment or safety measures;
- where damp or mould is identified, a clear description of the further works required;
- the timescale for commencing and completing any required works;
- where no further works are required, a clear explanation of why the home is considered substantially free from damp and mould;
- details of any interim measures, advice, or monitoring arrangements; and
- information on how the tenant can seek further advice, raise concerns, or request further investigation.

6.13 We will also provide advice and practical guidance where appropriate.

Interim measures

6.14 We will assess the need for management and monitoring arrangements at the written summary stage, and where a complex investigation is required or where the statutory timescale as set out at paragraph 2.3 of this policy is exceeded. In assessing whether such arrangements are required, we will take into account the following:

- the level of mould in the property;
- any vulnerability in the household; and
- the likelihood and speed of recurrence prior to completion of the qualifying repair.

6.15 We will keep the tenant informed throughout the period during which interim measures and works are in place.

<u>Qualifying repairs</u>

6.16 Where the written summary identifies that a qualifying repair is required to make the property substantially free from damp and/or mould, and/or so far as is reasonably practicable, likely to continue to be substantially free from damp, this will ordinarily be commenced within **5 working days** and completed within **20 working days** of the date on which we are notified or otherwise become aware of the damp and/or mould.

6.17 For the purposes of this policy, we consider that any work or actions undertaken to address substantial damp and/or mould, including same-day remediation treatment, will satisfy the requirement to commence a qualifying repair within five working days.

6.18 In the event that having **provided the tenant with a reasonable opportunity to provide access** to commence or complete a qualifying repair, we are unable to do so, the 5-working day statutory timescale to commence the qualifying repair or 20 working day statutory timescale to complete the qualifying repair no longer applies as set out in section 2.

6.19 There may also be other circumstances where we are unable to commence a qualifying repair within 5 working days or complete it within 20 working days:

Tenant availability

6.20 The tenant may be unavailable, for example due to a planned holiday, work commitments or unscheduled hospitalisation, to allow the work to be commenced within **5 working days** and completed within **20 working days**. Under such circumstances, we will formally record this as being at the request of the tenant and schedule the qualifying repair at the earliest opportunity.

6.21 For the purposes of this policy, this will not be classed as a failure to provide access or a breach of the statutory timescales.

Structural work or major repairs are required

6.22 In some circumstances, structural work or major repairs will be required to ensure the property is substantially free from mould and/or damp and, so far as is reasonably practicable, is likely to continue to be substantially free from mould and/or damp.

6.23 The nature of these repairs, which may require planning, specific materials, and the sequencing of trades, may be such that they will require more than **5 working days** to commence and/or **20 working days to complete**. Where possible, this will be identified in the written summary, and the tenant will be provided with a timescale for commencing and completing the works.

6.24 Where the need for such repairs is not identified in the initial investigation, the tenant will be advised in writing at the earliest opportunity and provided with the reason and a revised timescale for completion.

Issues outwith the landlord's control

6.25 In such circumstances, the requirements set out in paragraph 2.9 will apply.

Confirming resolution of damp and/or mould to the tenant

6.26 We will formally confirm to the tenant when we consider the case to be resolved for the purposes of the Regulations, that is where we are satisfied that:

- all qualifying repairs are complete;
- the property is substantially free from damp and/or mould; and
- the property is, so far as is reasonably practicable, will continue to be substantially free from damp and/or mould.

6.27 Resolution for the purpose of the Regulations does not include non-qualifying repairs, which are beyond the scope of the Regulations and their associated statutory timescales. It may be the case that further non-qualifying repairs, such as decorative work to restore the appearance of the property, are still to be completed when we consider a case to be resolved for the purpose of the Regulations.

7. Tenants' rights

Further investigation

7.1 Where we have advised the tenant that we consider the damp and/or mould to be resolved the tenant retains the right to express dissatisfaction. For example, the tenant may consider that there remain damp and/or mould issues that have not been adequately addressed. The tenant will have the right to request a further investigation.

7.2 The further investigation will be undertaken as a Stage 2 (Investigation) complaint under our Group Complaints Policy. The Stage 2 (Investigation) complaint will be investigated independently by a member of the Complaints Investigation and Resolution team.

7.3 This also enables the tenant of an RSL to refer the case to the Scottish Public Services Ombudsman ("SPSO") at the conclusion of the Stage 2 complaint process.

7.4 Where we conclude a Stage 2 (Investigation) complaint and the tenant advises us that they remain dissatisfied because they consider that there remain damp and/or mould issues that have not been adequately addressed, we will offer to commission an independent assessment.

7.5 The assessment will be undertaken by an Independent Assessor who will be a suitably qualified individual or organisation. The following safeguards will be in place to maintain the independence of the assessor:

- the Independent Assessor will have had no previous involvement in the case being appealed;
- the Independent Assessor will not be an employee of the organisation and will not have any operational responsibility for the service under review;
- the Independent Assessor will review all relevant evidence objectively and may request additional information where necessary;
- the organisation will have no role in determining the Independent Assessor's findings, conclusions or recommendations;
- any actual, potential or perceived conflicts of interest will be declared and managed before the review commences;
- the Independent Assessor's findings will be documented and communicated transparently to demonstrate that the appeal has been considered impartially; and
- the Independent Assessor will be required to comply with relevant professional standards of independence, confidentiality and integrity.

7.6 In the event that there are any actions or recommendations arising from the independent assessment relating to further work needed to prevent or treat damp and/or mould, we will discuss with the tenant the action we will take to respond to them and where reasonably practical seek to commence the work within **5 working days** and complete the work within **20 working days**.

8. Forced access

8.1 In recognition of the serious nature of reports of damp and/or mould and our duty to act on any such report, we will, if necessary, force access to a tenant's home to investigate and/or carry out mould treatment works.

8.2 Forced access will be considered following two instances where access has not been provided or where our technical staff identify a tenant or property safety concern that requires immediate access.

8.3 Our ability to force access applies to the property where damp and/or mould has been reported and to any other property we own where we reasonably suspect the root cause is located. For example, this may apply where we suspect penetrating damp is caused by a leak from the property above.

8.4 Our approach to no access will be in line with Wheatley's approach for other safety-critical services, such as gas inspections and other legislative obligations.

8.5 Access will not be forced to a private tenant's property without an order having first been obtained from the First-tier Tribunal for Scotland (Housing and Property Chamber).

9. Necessary skills, expertise and knowledge

9.1 Tenant-facing staff will be trained to identify indicators or evidence of damp and/or mould and how to report it. We will also, where appropriate, raise awareness with partner organisations on how to identify such indicators and report concerns to us.

9.2 Staff who undertake investigations will have the necessary expertise and training to identify the characteristics that may give rise to a health risk to the tenant from remaining in their home, identify suitable management measures and know when to seek advice from others.

9.3 For more complex cases, or where the initial investigation does not identify a root cause, we will use qualified surveyors who are professionally trained to assess the condition, construction, defects and performance of buildings. They will typically have expertise in:

- building construction and materials;
- structural defects;
- water ingress and moisture movement;
- ventilation and condensation;
- building pathology (the diagnosis of building defects);
- repairs and remedial works; and
- building regulations and housing standards

9.4 Where necessary, we will engage external specialists to assist with resolving damp and/or mould, as well as for independent assessment, verification and validation of actions. Current and emerging technologies, such as sensors, air quality monitors and data-led tools, may also be used to help us identify and address dampness and/or mould.

9.5 We will provide advice and guidance to our tenants to raise awareness and to help reduce damp and/or mould in their homes through practical action. We will use a range of methods to engage tenants such as face-to-face communications, written information, social media and video. We will also support tenants whose first language is not English, including through interpreters and translated written information, throughout all parts of the process where necessary to ensure the tenant understands our actions at every stage.

9.6 Our interactions with tenants will aim to address issues as quickly and completely as possible, and we will behave courteously throughout, including listening and ensuring the tenant is informed.

9.7 We will also ensure we know our stock, including the archetypes of properties and components that have a higher likelihood of dampness and/or mould occurring.

9.8 This insight will inform our investment and new build programmes, as will the importance of ensuring that our homes are cost-effective and easy to heat and ventilate.

9.9 We will plan our own and partner resources to meet demand during periods of increased demand, such as during winter months, when demand increases.

9.10 We will comply with all statutory and regulatory requirements and look to embrace best practice, where it applies to our tenants and homes.

10. Record keeping

10.1 We will maintain clear and auditable records of all damp and mould cases, including:

- when and how we became aware of the issue;
- investigation dates and findings;
- written summaries issued to tenants;
- actions taken, including interim measures;
- timescales for repairs and completion; and
- the reasons for any delays or inability to meet statutory timescales.

10.2 These records will be retained to demonstrate compliance with statutory requirements and to support continuous improvement.

11. Performance Monitoring

11.1 We will report to the Scottish Housing Regulator, as part of our Annual Return on the Charter, on the three damp and/or mould indicators, namely the:

- average length of time taken to resolve cases of damp and/or mould by cause;
- percentage of cases of damp and/or mould resolved during the reporting year that were reopened by cause; and
- number of open cases of damp and/or mould at the year end.

11.2 We will also report any additional or revised measures that the SHR requires from time to time.

11.3 In addition to quarterly reporting against the three indicators above, we will report annually to all relevant Boards on our compliance with this policy.

12. Policy review

12.1 In general, this policy will be reviewed at least every three years in addition to an annual compliance review.

Appendix 1

Key steps, decisions and sequence of actions