

Neighbourhoods & Housing – Damp and Mould Policy

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Neighbourhoods & Housing – Damp and Mould Policy

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1. Introduction

- 1.1 Hull City Councils Neighbourhoods and Housing (HCC) Damp and Mould policy is essential for ensuring safe and healthy living conditions within the residential properties of which HCC has landlord responsibilities and shall support HCC to meet the 'Decent Homes Standard'. It provides a framework for the prevention, management, mitigation and rectification of damp and mould where identified/notified.
- 1.2 HCC's aim and the purpose of this Policy is to:
- Provide and maintain dry, warm, and healthy homes for tenants and leaseholders where HCC retain repair responsibilities along with appropriate advice and guidance in respect of Damp, Mould and Condensation.
 - Comply with all relevant legislative and regulatory requirements and meet HCC's contractual obligations.
 - Provide a prompt, efficient, consistent, effective and value for money service in respect of Damp and Mould which meets the needs of tenants.
 - Maintain accurate records of stock, including the archetype and components which may be more susceptible to damp and mould in order that preventative works can be carried out.
 - To consider the individual needs of our tenants and their households when applying this Policy and related procedures, and any reasonable adjustments which may be required.

Awaab's Law:

- 1.3 The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 known as Awaab's Law came into force on 27 October 2025 and were introduced following the tragic death of Awaab Ishak who died following extensive exposure to damp and mould in his home. This highlights the seriousness of damp and mould issues and the need for prompt action. Awaab's Law directs Registered Providers to adhere to set timescales in respect of the below actions when responding to damp and mould hazards that present a significant risk of harm to tenants:
- Investigation of the Damp and Mould
 - Removal of Hazards and Completion of Safety Works
 - Commencement of Preventative Works

HCC shall act in accordance with Awaab's Law and the related 'Guidance for Social Landlords' published by the Ministry of Housing, Communities & Local Government [Awaab's Law: Draft guidance for social landlords - GOV.UK](#).

Awaab's Law extends beyond damp and mould to include all emergency hazards and includes future proposals for hazards which present a significant risk of harm. Further details of this and how HCC shall comply with these

requirements can be found within the Neighbourhoods & Housing Repairs and Maintenance Policy.

2. Scope

- 2.1 This policy covers the prevention, management, mitigation and rectification of damp and mould where identified/notified within all Housing Revenue Account owned and managed residential premises as defined within the relevant tenancy or lease agreement including communal areas in multi occupied buildings.
- 2.2 HCC Leaseholders are responsible for the interior of their flat. HCC shall remain responsible for carrying out all damp and mould related repairs to the structure and exterior and communal areas in accordance with the relevant lease agreement. Leaseholders pay a percentage of all repairs carried out through an annual service charge.

3. Relevant Legislation

Regard has been given to the following legislation and guidance in producing this Policy

- Building Regulations Act 1984 [Building Act 1984](#)
- Building Safety Act 2022 [Building Safety Act 2022](#)
- Commonhold & Leasehold Reform Act 2002 [Commonhold and Leasehold Reform Act 2002](#)
- Construction Design and Management (CDM) Regulations 2015 [The Construction \(Design and Management\) Regulations 2015](#)
- Decent Homes Standard [A decent home: definition and guidance - GOV.UK](#)
- Defective Premises Act 1972 [Defective Premises Act 1972](#)
- Environmental Protection Act 1990 [Environmental Protection Act 1990](#)
- Equality Act 2010 [Equality Act 2010](#)
- The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025
- Health and Safety at Work Act 1974 [Health and Safety at Work etc. Act 1974](#)
- Homes (Fitness for Human Habitation) Act 2018 [Homes \(Fitness for Human Habitation\) Act 2018](#)
- Housing Health and Safety Ratings System (HHSRS) Regulations 2005 [The Housing Health and Safety Rating System \(England\) Regulations 2005](#)
- Housing Acts 1985, 1988, 1996, 1998 and 2004 [Housing Act 2004](#)
- Landlord and Tenant Act 1985 [Landlord and Tenant Act 1985](#)
- Leasehold Reform, Housing and Urban Development Act 1993 [Leasehold Reform, Housing and Urban Development Act 1993](#)
- Management of Health and Safety at Work Regulations 1999 [The Management of Health and Safety at Work Regulations 1999](#)
- Occupiers Liability Act 1957 [Occupiers' Liability Act 1957](#)
- Right to Repair Regulations 1994 [The Secure Tenants of Local Housing Authorities \(Right to Repair\) Regulations 1994](#)

- The Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2012 [The Energy Performance of Buildings \(England and Wales\) Regulations 2012](#)
- Social Housing Regulation Act 2023 [Social Housing \(Regulation\) Act 2023](#)

4. Relevant Consumer Standards

4.1 The Social Housing (Regulation) Act 2023 came into effect on 1 April 2024. The Act aims to improve the quality of life of tenants living in Social Housing and brought in four consumer standards to raise the level of service which tenants receive and promoting a positive culture of putting tenants front and centre. The Consumer Standards which are relevant for the purpose of this Policy are:

- Safety & Quality Standard [April 2024 - Safety and Quality Standard FINAL.pdf](#)
- Transparency, Influence & Accountability [April 2024 - Transparency Influence and Accountability Standard FINAL 1 .pdf](#)

5. Definitions and Terminology

Term	Definition
Damp	Damp is the build-up of moisture in a property. It affects building materials (such as walls, floors, ceilings, foundations) and/or home furnishings and belongings (such as carpets, curtains, wallpaper, furniture and clothing). In addition to causing damage, damp can also lead to the growth of mould and other microorganisms.
Rising Damp	Rising damp is moisture from the ground that rises up through parts of the buildings in contact with the ground (walls and floors); it is usually found in older properties.
Penetrating damp	Penetrating damp is water that gets into the building from outside due to defects in the walls, roofs, windows or floors.
Mould	Mould is a type of fungus which grows in moist environments. Mould can cause adverse health effects as well as damage to buildings.
Condensation	Water which collects as droplets on a cold surface when humid air is in contact with it.
Emergency hazard	An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the tenant in the social home. An 'imminent and significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable social landlord with the relevant knowledge would take steps to make safe within

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	24 hours. This means issues that could cause immediate harm to the health or safety of tenants if not addressed quickly. For the purpose of this Policy Emergency Hazard relates to prevalent damp and/or mould that is having a material impact on a tenant's health, for example their ability to breathe
Significant hazard	A 'significant hazard' is one that poses a 'significant risk of harm' to the health or safety of a tenant of the social home. A 'significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency'.
Safety Works	Immediate actions to make a property safe (e.g., clean and treat).
Preventative Works	Actions to prevent the Hazard from re-occurring as far as possible (e.g. dehumidifier installation).
Remedial Works	Any remaining actions (not including Safety Works or Preventative Works) required in connection with the Emergency or Significant Hazard.
HHSRS (Housing Health and Safety Rating System)	A risk assessment tool used by local authorities in England and Wales to evaluate the potential health and safety hazards in residential properties.
Tenant	The person who holds the tenancy agreement or occupancy license managed by Hull City Council
Leaseholder	A Leaseholder is a person who has purchased the long leasehold interest in a flat or maisonette which is located in a HCC owned and managed building. Leaseholders occupy their properties under a lease agreement which contains rights and obligations similar to tenancy agreements and they also pay an annual service charge.
Clean and Treat	Hull City Council will use a proprietary mould eradication system to clean and treat the area affected by damp and mould. This will clean and form a barrier to try and prevent re-occurrence.
Decant	This is the process whereby tenants are required to move from their homes in order to undertake Safety Works (where these cannot be completed within the prescribed timeframes) and/or, to undertake any repairs/works which cannot be completed whilst the tenant is still resident in the property and/or, the tenant (or a member of their household) has a particular vulnerability which means they are unable to reside in the property until necessary repair works have been completed.
Material Impact on Health	For the purpose of this Policy, this means that Damp and/or Mould within the property are having a significant and substantial negative effect on the physical or mental health of any household member

6. Key Principles

Tenants Responsibilities:

6.1 Tenant's should manage condensation by reducing the conditions that can lead to damp and mould by:

- Keeping the presence of moisture to a minimum e.g; keeping the kitchen or bathroom door closed and window open / extraction fan running when cooking or bathing, and allowing air to circulate by not placing furniture directly against walls
- Keeping the property well-ventilated e.g., keeping trickle vents in windows open, and allowing air to circulate around furniture
- Adequately heating rooms and keeping humidity between 40-60%. The average recommended temperatures should be maintained at around 18 - 21°C, bedrooms around 16-19°C, corridors around 15- 18°C, where possible. HCC understand that some residents cannot afford to heat their homes adequately due to their income levels. HCC will work with residents to ensure that they are receiving the income to which they are entitled, and the property is insulated correctly

More information about how to manage condensation and mould growth can be found on the HCC website here: [Condensation, damp and mould | Types of repairs | Hull](#)

6.2 Tenants must use fixtures and fittings appropriately and not damage any part of the property, including but not limited to fixtures, fittings, walls and doors. The requirement for HCC to carry out repairs in accordance with the provisions set out in Awaab's Law do not apply if the damage is the result of a breach of contract (i.e. breach of the tenancy agreement) by the tenant. Further, the tenant may be required to repair the damage at their own expense. Where it is not reasonably practicable for the tenant to repair the damage themselves or, the tenant fails to carry out the repair or, fails to carry out the repair to an acceptable standard HCC may carry out the repair and recover the cost of doing so from the tenant in accordance with the Recoverable Orders Procedure.

6.3 Tenants are expected to behave in a tenant like manner and are responsible for looking after their home and undertaking minor day to day repairs and maintenance of the nature detailed within the conditions of their tenancy agreement.

6.4 Should tenants wish to make any alterations or improvements to their property they must, in accordance with their tenancy agreement, obtain written permission from HCC before they start work. In some instances, permission may be subject to a number of conditions that tenants must evidence before commencing any works (for example Building Regulations approval) or comply with in the completion of the work. This is also to ensure that the proposed alteration would not contribute to the accumulation of damp, mould, or condensation or cause any other issues within the property. If tenants complete any alterations or additions without HCC's prior written permission or not in accordance with any conditions specified in that permission and such alterations result in an Emergency or Significant Hazard the requirements for HCC to carry out repairs in accordance with the provisions set out in Awaab's Law may not apply. Further, HCC may charge tenants for the work undertaken to remove the alteration or addition in

accordance with the Recoverable Orders Procedure.

- 6.5 It is the tenant's responsibility under their tenancy agreement to keep the Council informed promptly of any damage or defects to the premises, repairs that are required to the premises or problems the tenant is having in meeting the conditions of the tenancy. This would include promptly reporting any forms of Damp, Mould and faulty equipment that may affect the management of humidity and moisture in the home (including but not limited to faulty extract fans, faults to opening windows, heating system failure etc.)
- 6.6 Tenants must allow HCC (including its contractors) effective and unobstructed access to the property upon the tenant being given a minimum of 24 hours written notice that it intends to enter the premises (access may be gained without notice in emergency situations). This includes access to carry out; inspections/investigations, repair works and any other remedial works. This includes a requirement that the tenant remove any fixtures or fittings (such as laminate flooring, fitted cupboards/wardrobes) which are not HCC's responsibility to provide for such inspection, repairs or works.
- 6.7 If tenants are unable to keep any appointments (including inspections and/or for works to be undertaken) the tenant should inform HCC or its partners / contractors at the earliest opportunity. Under the conditions of the tenancy agreement HCC reserves the right to seek compensation, where reasonable, for costs incurred by HCC where proper notice of entry has been given to the tenant, but the tenant has failed to allow reasonable access to the premises.
- 6.8 Where remedial works and mould wash treatments have been undertaken, the tenant may be able eligible for a redecoration allowance dependent on the circumstances. Further information regarding qualifying works and allowances can be found here: [Decoration and disturbance allowances | Hull](#)

Hull City Council Obligations and Action to Help Tenants Deal with and Avoid Damp and Mould in their Home.

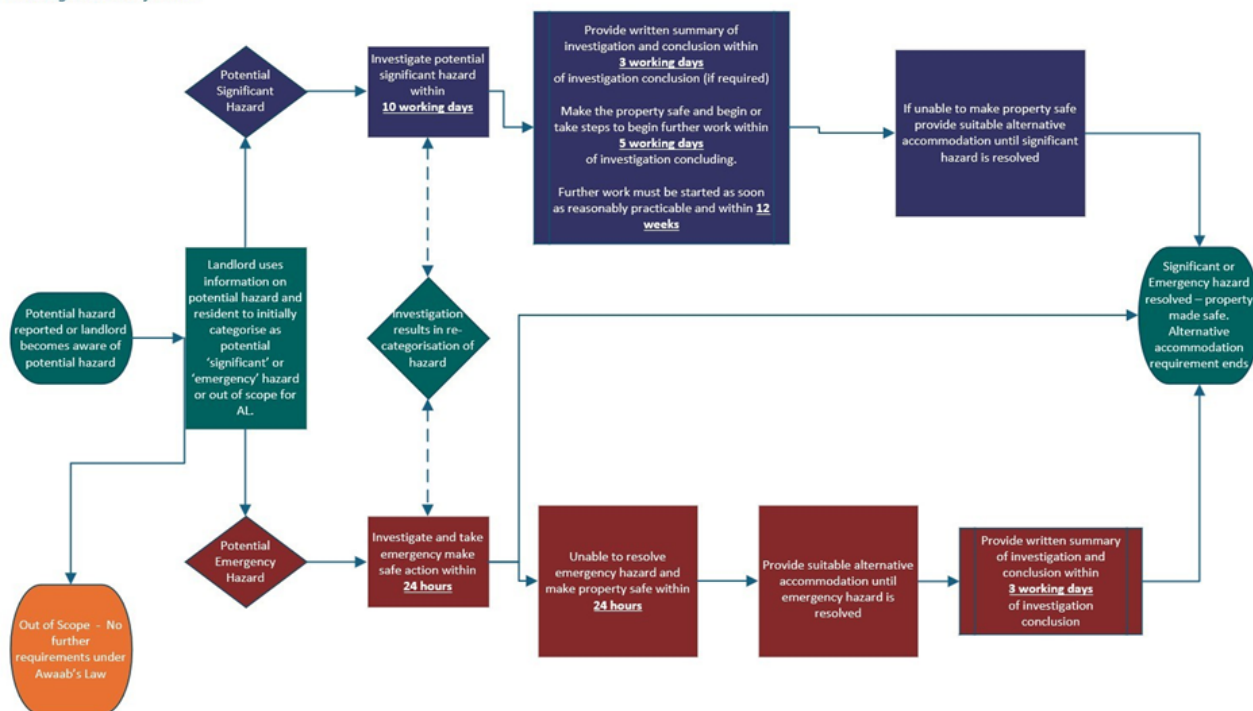
- 6.9 To reduce the risk of damp, condensation and mould occurring HCC shall use reasonable endeavours to:
- Encourage tenants to report damp, mould and condensation as soon as possible to avoid an emergency or significant hazard being created.
 - Proactively maintain the property to avoid penetrating and rising damp
 - Proactively carry out works to prevent damp and mould.
 - Insulate the property in accordance with the Decent Homes Standard
 - Effectively communicate what the Council will do to help reduce condensation (both through providing advice and or improvement works) and what the tenant needs to do to reduce the risk to reduce the risk of it reoccurring.
 - Ensuring that all Council staff and contractors who visit tenant's homes are equipped with the skills, knowledge to be able to identify damp and mould, and to actively look for signs of damp, mould and condensation whenever they visit a tenant's home to report it.
 - Work effectively with its contractors and its partners
 - Provide advice and support and information to its tenants in relation to damp, condensation, and mould

- When a property becomes vacant, and prior to re-letting, seek to identify and remedy any issues which may cause damp. This would 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
- When a property is subject to mutual exchange, HCC shall check for damp and mould as well as other issues such as improvements and alterations that have not been agreed which could be causing or lead to condensation, damp and mould. HCC shall follow this Policy to remove any emergency or significant hazard identified prior to the mutual exchange going ahead (where this is approved) or, in the event of unauthorised alterations HCC shall follow the Mutual Exchange procedure to determine how the issue will be rectified.
- Use a data driven approach to preventing damp using both asset management information and information obtained from day-to-day repairs
- Carry out regular stock condition surveys for each property and use the data to inform decisions on repairs and maintenance.
- Have an Asset Management Strategy that reflects the importance of damp and reducing damp.
- Identify homes and a list of components most likely to cause damp.
- Replace any components where the condition has deteriorated and may result in damp.
- Assess options for ventilating homes to address modern living arrangements and implement any changes as part of its maintenance strategies

6.10 HCC shall respond to all reports of Damp and Mould in accordance with Awaab's Law.

Diagram 1 - Awaab's Law Process Flow

Note : Does not include, renewed and further Investigation timeframes



Reporting Damp & Mould

- 6.11 The Tenant and/or anyone acting on behalf of the tenant can raise a **non-emergency repair for damp and mould** for an HCC owned or managed tenancy. The easiest and most efficient way is via the customer portal – ([My Housing App](#)) which is available 24 hours a day, 7 days a week. Other examples of how Damp and Mould can be reported are but not limited to:
- By telephone – 01482 300 300 - Monday to Saturday 9am-5pm excluding bank holidays
 - Face to face – by visiting a Customer Service Centre (see here for opening times: [Customer service centres | Hull](#))
- 6.12 **Damp & Mould which is having a material impact on the health of any Household member** (for example their ability to breathe): can only be reported by telephoning 01482 300 300 (24 hours a day, 7 days a week).

The tenant will be asked some additional questions in order to confirm if the Damp & Mould report constitutes an Emergency or Significant Hazard.

If a tenant misreports a problem as an Emergency Hazard to receive a quicker response, it stops HCC from responding quickly to real emergencies. If HCC deem that a repair has intentionally been misreported as an emergency and/or individual circumstances have been misreported so that an emergency response was provided then, HCC may re-charge the tenant for the cost of the emergency call-out in accordance with the N&H Recoverable Order Procedure.

All Emergency Hazards reported outside of business hours (Monday- Friday 5pm until 8am and Saturday/Sunday 24hours) will be triaged by a call out officer.

Investigations

- 6.13 HCC are required to undertake an investigation into all reports of Damp and Mould which may constitute a Significant or Emergency Hazard under Awaab's Law. Such investigation may be carried out at the property or may be conducted remotely, unless the tenant requests an investigation at the property. That investigation shall be carried out by a competent person whom has the necessary skills and experience to assess if the property is affected by an Emergency or Significant Hazard.
- 6.14 Where Damp and Mould is reported to have a material impact on the health of any member of the household, this report shall be triaged as an Emergency Hazard and an investigation shall be carried out within 24 hours.
- 6.15 Where Damp and Mould is not reported to have a material impact on the health of any member of the household, this report shall be triaged as a Significant Hazard and an investigation shall be carried out within 10 working days.

- 6.16 Following the completion of the investigation HCC shall issue a written summary to the tenant within 3 working days of the completion of the investigation setting out:
- If an Emergency or Significant Hazard has been identified and if so what that hazard(s) is.
 - Action that is required under Awaab's Law including what that action is and a target timeframe for beginning and completing that action.

In the event no action is deemed necessary, the summary shall explain that no action is required under Awaab's Law and the reason(s) why.

In the event the investigation deems the issue is not an Emergency or Significant Hazard and as such falls outside of the scope of Awaab's Law or if it falls outside Awaab's Law for any other reason, the summary shall explain the reason(s) why. If works are required which fall outside the timescales and scope of Awaab's Law, the summary shall explain what works are required and the expected timescales for those works.

The summary shall be sent by first class post or email, for clarity the timeframe of 3 working day is for the summary to be sent by HCC rather than received by the tenant.

- 6.17 If the tenant is dissatisfied with the outcome of an investigation into a potential Significant Hazard and that investigation was completed remotely, the tenant may request a renewed investigation to take place at the property which must be completed within 10 working days of the request and subsequent timescales are reset.
- 6.18 If the tenant is dissatisfied with the outcome of a remote investigation into a potential Emergency Hazard and that outcome determined there is no Emergency Hazard or, there was an Emergency Hazard, but no safety works are required then, a tenant may request a renewed investigation within 10 working days of receiving the outcome and that investigation shall take place at the property.
- 6.19 The tenant can request a renewed investigation by:
- By telephone – 01482 300 300 - Monday to Saturday 9am-5pm excluding bank holidays
 - Face to face – by visiting a Customer Service Centre (see here for opening times: [Customer service centres | Hull](#))
 - By Emailing – HIS-AwaabsLaw@hullcc.gov.uk
- 6.20 HCC shall not be required to undertake a renewed investigation if:
- The original investigation was conducted in person at the property or,
 - Safety works have already begun or,
 - Further investigation was required as part of the summary report.

Timescales – Safety Works

- 6.21 **Emergency Hazard:** Where an investigation has found a property is affected by an Emergency Hazard and it identifies relevant safety works. HCC shall complete the identified safety works within 24 hours of the investigation concluding.
- 6.22 **Significant Hazard:** Where an investigation has found a property is affected by a Significant Hazard and it identifies relevant safety works. HCC shall complete the identified safety works within 5 working days of the investigation concluding.

Timescales – Preventative Works (Non-Safety)

- 6.23 Where an investigation has found the property is affected by an Emergency or Significant Hazard and preventative works are required in addition to Safety Works (where applicable) these works shall commence within 5 working days of the investigation concluding wherever practicable.
- 6.24 In the event it is not practicable to commence the preventative works within 5 working days, (for example; due to the availability of specialists or materials, to contract more detailed structural surveys) then, HCC shall take reasonable steps within 5 working days to arrange the completion of the preventative works as soon as practicable, and those works shall be commenced no later than 12 weeks from the completion of the investigation.

Timescales – Remedial Works (Excludes Safety and Preventative Works)

- 6.25 HCC shall aim to complete any remaining actions within 28 calendar days from the date the investigation concluded. There may be some circumstances in which remedial works may take longer than 28 calendar days to complete, for example, due to availability of parts.

Access to the Property

- 6.26 HCC will provide at least 24 hours notice if it intends to enter the property to carry out any inspections and/or repair work and/or Planned or Cyclical Maintenance (with the exception of Emergency Repairs which are usually carried out within 24 hours). If HCC believes that there is an immediate serious risk to the health or wellbeing of any person or a substantial risk of serious damage to any property it may give less than 24 hours notice or no prior notice of its intention to enter the property and may use reasonable force to enter the property.
- 6.27 Tenants must provide effective access to HCC for any inspections/investigations, safety works, preventative works, remedial works and/or Planned or Cyclical Maintenance in accordance with the conditions of their tenancy or lease agreement or in accordance with any statutory or regulatory rights available to HCC in the particular circumstances of the case. Where such access is not provided HCC will seek to secure effective access in accordance with these agreements and their legal rights and duties. This may

ultimately result in legal action to obtain access. In this event HCC shall seek to obtain an order from the court requiring the tenant to pay for the costs incurred in taking this action.

Communication

- 6.28 In addition to the summary report, HCC shall keep the tenant informed of any outstanding works until these are completed. This includes:
- Email/postal confirmation of appointments.
 - Automated text messaging, providing reminders about upcoming repair appointments
 - Email, text messaging, letter or telephone as agreed with the tenant to inform of progress relating to a specific repair(s)
 - Where HCC (or its contractor) is unable to keep to an appointment, the tenant will be communicated with as far in advance as possible, and an alternative appointment will be agreed. The new appointment may give less than 24 hours notice where the tenant agrees to this.
- 6.29 HCC shall use its data to understand the diverse needs of tenants, considering accessibility and/or language needs of the tenant to ensure the summary of findings and any subsequent written communications can be understood.

Vulnerable Tenants and Household Members

- 6.30 HCC recognises that tenants have different needs, and some tenants are more vulnerable than others. HCC is committed to meeting the needs of the tenant and where tenants disclose any personal circumstances for example, a health condition, hearing impairment or mobility issue HCC shall consider this as part of the investigation and may increase its service offering on a case-by-case basis and as proportionate to the circumstances if additional support and care is required whilst the works are being carried out.
- 6.31 HCC, Neighbourhoods and Housing service has adopted a definition of vulnerability which will be used to tailor the services it provides. The definition is as follows:

Vulnerability is a complex, multifaceted concept and there is a need for a specific definition within the context of Neighbourhoods and Housing, which can be applied across multiple housing services. HCC have adopted a fluid definition:

A vulnerable person can be defined as a person (or households in which there is a person), whose characteristics, personal circumstances and/or individual needs means they may be disproportionately impacted and/or, makes them more susceptible to experiencing harm or the risk of harm.

- 6.32 Consideration will also be given to language barriers, accessibility and cultural issues and any reasonable adjustments shall take account of individual beliefs and abilities.
- 6.33 To support those tenants and their families with a vulnerability, HCC Neighbourhoods and Housing operates a Person Information Alerts Policy and Procedure to advise staff, partners and contractors how to adjust its service delivery in order to cater for the individual needs of the tenant and their household.

Decants/Alternative Accommodation

- 6.34 Where HCC are unable to complete Safety Works within the timescales set out by Awaab's Law (see 6.21 and 6.22). The tenant shall be offered suitable alternative accommodation in accordance with the Decant Procedure.
- 6.35 If the tenant rejects the alternative accommodation offered and chooses to remain in their home whilst the property is made safe. HCC shall inform the tenant of any actions they can take to avoid or mitigate the risk of harm or inform the tenant when HCC do not think it is possible to mitigate that risk.
- 6.36 Where-ever practically possible in the case of all other preventative or remedial works these shall be carried out around the tenant and their household. However, there are some instances where this may not be possible and as such the tenant shall be offered a Decant in accordance with the Decant Procedure, for example:
- The scale of the works is such that it would not be practical for the tenant and their household to remain in the property whilst the works are completed.
 - The tenant may have a specific vulnerability which means it would be detrimental to the tenant and/or their household to remain in the property whilst the works are completed and/or awaited.

Expectations

- 6.37 In the delivery of repair services, HCC, it's partners and contractors staff work to a Code of Conduct meaning that:
- tenants will be treated with dignity and respect
 - staff shall be polite and courteous
 - staff shall carry an identity card which shall be shown before entering a tenant's property
 - staff shall come prepared for the appointment with the necessary tools and equipment wherever possible
 - staff shall maintain cleanliness and tidiness
 - staff shall park vehicles considerately and responsibly

- staff shall refrain from entering a property unless an adult (a person aged 18 or over) is present, the only exception to this is where the tenant is a young person aged under 18.
 - staff shall seek permission before moving any furniture and/or using tenant facilities. In the event of moving furniture, the tenant may be required to sign a disclaimer of liability for loss/damage with the exception that such loss/damage was a result of negligence.
 - staff shall minimise disruption to services where for example utilities may need be shut off.
 - staff shall report any additional defects or issues found.
 - staff shall not smoke in the property.
 - in the event the repair cannot be completed in one visit, staff shall explain the next steps.
- 6.38 HCC expects tenants to treat staff (including contractors) with dignity, respect and consideration, this includes but is not limited to:
- Ensuring an adult (a person aged 18 or over) is present throughout the duration of the work, the only exception to this is where the tenant is a young person aged under 18.
 - Clearing the area before work begins
 - Not distracting staff whilst going about their work,
 - Ensuring children and pets are kept out of the working area.
- 6.39 HCC take seriously any action by tenants, their household and/or visitors which may cause harassment, alarm or distress towards staff, partners and contractors. Should this occur, HCC will take action as deemed necessary to protect its staff partners and contractors in accordance with the tenancy agreement and relevant procedures such as; Health and Safety Flags Policy and Procedures, Anti-Social Behaviour Policies.

7. Compliance and Monitoring and Impact Assessment of the Change

- 7.1 This policy will be reviewed every five years unless there are significant changes to legislation or regulation or, where there are changes to best practice identified. If this occurs, an immediate review will be initiated.
- 7.2 Performance shall be reported to the Neighbourhoods & Housing Senior Management Team.

Contractor Management

- 7.3 HCC requires contractors to ensure that operatives are competent having the necessary skills, experience and training to carry out specified works. This shall be re-enforced by HCC through procurement and contract management processes.

- 7.4 Contractors delivering a Repairs and Maintenance Service on behalf of HCC will be expected to undertake their own internal monitoring of quality of the repairs delivery and share the results with HCC. The Contractor will also be required to participate in joint post inspection visit with HCC and carry out its own quality assurance investigation, making sure quality of work is maintained to a proper standard. The outcome of these investigations should be made available to the HCC in a monthly report. Poor quality performance issues must be recorded by the Contractor and reported on a monthly basis to HCC. The details should also indicate where action has been taken to resolve future occurrences.
- 7.5 HCC will undertake Quality Assurance inspections on a percentage of works completed. The inspections will check that work undertaken is of a proper standard and in accordance with HCC's specifications. Where applicable, a check will also be made to ensure all chargeable works claimed are correct. The Contractor will be required to provide confirmation of the work undertaken on an individual job, so measurement and a good standard of work can be quantified.
- 7.6 HCC may increase its inspection rate if standards are found not to be meeting HCC's goals
- 7.7 Regular progress meetings between HCC and Contractors shall also take place to allow HCC to; monitor and track work progress, measure compliance with Key Performance Indicators (KPI's) and to collaborate on resolutions, continued improvement and safety performance across projects

HCC Staff

- 7.8 HCC will ensure that all relevant non-technical and technical front-line staff receive appropriate levels of training applicable to their role, to understand the requirements of Awaab's Law and the level of service required to meet those requirements and this Policy. In particular, non-technical staff visiting tenants' homes shall be equipped with the basic skills to be able to identify damp and mould, and how this should be reported.
- 7.9 Staff conducting investigations under this Policy shall be a competent person whom has the necessary skills and experience to assess if the property is affected by an Emergency or Significant Hazard.

8. Complaints, Compensation and Legal Action

Complaints

- 8.1 Tenants should raise a complaint or express a level of dissatisfaction, where they feel the service standards in respect of Damp and Mould have not been met and/or where they believe this policy has not been applied. Any such complaint will be dealt with in line with HCC's Customer Feedback Policy and Procedure and any lessons learnt are fed back to the relevant service area within HCC or its contractors for review.
- 8.2 Complaints can be made in the following ways:

- Online, by completing and submitting the customer feedback form on the HCC website [Customer Feedback - Complaints, Suggestions and Compliments](#)
- By telephoning the Council's Contact Centre on 01482 300 300
- By visiting one of the Council's Customer Service Centres [Customer service centres | Hull](#)
- By writing to: FREEPOST RSJC-KKBE-ABXZ, Customer Feedback Team, PO Box 15, HU1 2AB
- By providing information to a Hull City Council officer in person, in writing or over the telephone

Claims for Damages

- 8.3 The Council will consider claims for loss of possessions or damage to property which are a result of for example, water leaks, or where damage has been caused while carrying out repairs. However, the Council will only pay compensation where it is proven to have been negligent. All tenants are encouraged to obtain their own home contents insurance policy to protect their personal possessions.
- 8.4 Where HCC fails to meet its contractual and statutory repair obligations, HCC may pay compensation as outlined in the Neighbourhood and Housing Compensation Guidelines. Requests for compensation will be considered in line with the Policy.

Right to Repair Scheme

- 8.5 The Right to Repair Scheme ([Using the right to repair scheme - Citizens Advice](#)) gives some tenants the right to claim compensation (statutory or contractual) when minor, urgent repairs have not been completed within the agreed service level agreement timescales. For certain types of repairs the tenant can arrange to have the work carried out if:
- They have ordered a repair
 - The repair has not been completed in the time promised
 - The value of the repair is less than £250
 - The repair is completed by a contractor on the HCC's approved list
 - Tenant must complete a notice of claim form and send this to HCC for reimbursement

Improving the Repairs Service

- 8.6 Feedback from tenants on the quality of the repairs service received is important to HCC to help in the continuous improvement of this service.
- 8.7 HCC is committed to working in partnership with its tenants (as individuals, and tenant groups/forums) to achieve improvements in service delivery and performance. HCC will do this by tracking and analysing the performance data

of the repairs service, and by working with tenants through a range of involvement initiatives to identify areas for improvement and monitor the delivery of action plans.

- 8.8 Tenant satisfaction surveys are included as part of the repair receipt given to tenants upon creation of the repair order.
- 8.9 HCC shall use the information received from tenant satisfaction surveys, complaints, claims and disrepair information relating to damp and mould to drive service improvements.

Disrepair – Housing Conditions Claims

- 8.10 Where the Pre-action Protocol for Housing Conditions Claims has been commenced by a tenant or their legal representative, HCC shall continue to apply this Policy and associated procedures in order to maximise the opportunities to resolve the matter outside of court.

9. Related Policies and Procedures

- Damp & Mould Procedure
- Repairs and Maintenance Policy
- Tenancy policy
- Mutual Exchange Procedure (within the Tenancy Management Procedure)
- Recoverable Orders Procedure
- Decant Procedure
- Asset Management Strategy
- Customer Feedback Policy and Procedure
- Disrepair Procedure
- Neighbourhood and Housing Compensation Guidelines
- Person Information Alerts Procedure
- Health & Safety Alerts Procedure

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