BUIDHEANN TIGHEADAS LOCH AILLSE AGUS AN EILEIN SGITHEANAICH LTD
LOCHALSH AND SKYE HOUSING ASSOCIATION

Damp and Mould Policy and Procedures

Service: Governance	Date	Staff Member
Version Number: 2		
Approved by Board	19/10/2026	N/A
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Date of Next Review	10/2029	GO

Scottish Housing Regulator Standards of Governance and Financial Management	
Standard 3	The RSL manages its resources to ensure its financial well-being and economic effectiveness.
Standard 4	The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation's purpose.

Scottish Social Housing Charter Standard
4, 5 & 15

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1. Introduction

1.1. Lochalsh and Skye Housing Association aims to ensure its homes are maintained to a high standard through the delivery of efficient and effective repair and maintenance services.

1.2. Landlords must ensure that the accommodation they provide is fit for purpose and must be free from serious hazards including damp and mould. The Association recognises that maintaining high quality, secure homes and environments can improve the lives of residents and achieve high levels of resident satisfaction.

1.3. The aim of this policy is to proactively manage the potential risk arising from damp, mould and condensation (referred to as damp) in the Association's homes and to prevent potential health and safety risks to residents.

1.4. The Association will provide staff with clear operational procedures, guidance and knowledge to ensure that any reports of damp and mould are managed efficiently, consistently and in line with this policy.

1.5. This policy aims to ensure that we have a clear approach to dealing with all cases of damp and mould so that LSHA:

- Takes a proactive approach to minimising or preventing instances of damp and mould where possible
- Appropriately responds in a timely manner to reports of damp and mould with thorough investigation into the root cause, complete remedial work and follow-up checks; keeping tenants well-informed throughout.
- Educates and supports tenants to actively manage humidity, ventilation, temperature and other variables that can contribute to or exacerbate damp and mould.
- Improves the condition and quality of LSHA homes, ensuring they are safe.
- Ensures we adopt a zero-tolerance approach to damp and mould.
- Ensures we adhere to all legal, contractual, regulatory and statutory obligations

2. Scope

2.1. This policy explains how we will control, manage and eliminate damp, including but not limited to:

2.2. Who the policy applies to:

- Tenants who rent their home under a tenancy agreement from Lochalsh and Skye Housing Association
- All Lochalsh and Skye Housing Association property communal areas and common areas where the Association is the factor
- Emergency or Temporary Accommodation

2.3. What the policy will cover:

- Identifying the types of damp: Traumatic, Rising, Penetrating Damp and Condensation Dampness
- Identifying the responsibilities of Lochalsh and Skye Housing and our tenants in dealing with Damp and Condensation

- Offering guidance, advice and assistance throughout the process to all tenants living in our properties

2. Definitions

3.1. **Traumatic Damp** is caused by a sudden bad event, like a burst pipe.

3.2. **Rising Damp** is caused by moisture coming up from the ground level by the way of capillary action which typically means a damaged DPC or DPM (Damp Proof Course/membrane)

3.3. **Penetrating Damp** is when moisture is getting into the fabric of the building by another source such as faulty window seals/silicone, roof leak or blocked gutters/downpipe.

3.4. **Condensation** is the result of moisture created through the tenant's everyday activities – including showering, cooking and drying clothes. If moisture is unable to escape from the property this creates a build-up of water particles which settle on cold surfaces.

3.5. If left untreated, this can result in the growth of mould spores and mildew in the affected areas.

3. Legislation and Statutory/Regulatory Requirements

4.1. In developing this policy and procedure, recognition was taken of the legislative requirements and good practice set out in the following documents:

- Investigation and Commencement of Repair (Scotland) Regulations 2026 which amends the Housing (Scotland) Act 2006 and the Scottish Secure Tenants (Right to Repair) Regulations 2002
- Housing (Scotland) Act 2025
- Housing (Scotland) Acts 2001, 2006, 2010 and 2014
- Health and Safety at Work Act 1974
- Management of Health and Safety Regulations 1999
- Housing (Scotland) Act 1987 (Tolerable Standard)
- Right to Repair (Housing Scotland Act 1987 as emended 2001 and 2010)
- Right to Compensation for Improvements (Housing Scotland Act 1987 as amended 2001 and 2010)
- Scottish Social Housing Charter 2012
- Scottish Housing Quality Standard
- SFHA Good Practice Guidance Repairs and Maintenance – 2012
- Scottish Secure Tenants (Right to Repair) Regulations 2002
- Environmental Protection Act 1990
- Equalities Act 2010
- The Control of Asbestos Regulations 2012
- Tenements (Scotland) Act 2004
- The Building (Scotland) Regulations & Building Standard 2017
- The Construction (Design and Management) Regulations 2015
- Asbestos Regulations (The Control of Asbestos Regulations 2012)
- Property Factors (Scotland) Act 2011
- Health and Safety Executive Guidance
- Housing Ombudsman Spotlight Report October 2021
- SFHA/ALACHO/CIH/SHR Briefing – Putting Safety First

- Sottish Government: Implementing the Housing Scotland Act parts 1 and 2 advisory and statutory guidance for local authorities' volume 4 Tolerable standard chapter 5 rising damp and penetrating damp
- Housing Quality Network – Implementing Awaab's Law

4. Roles and responsibilities

5.1. Our responsibilities – LSHA will:

- Ensure that a competent person investigates reports of damp or mould within 10 working days of becoming aware of them.
- Investigate by completing a property inspection to determine the cause of damp and condensation and carry out remedial repairs and actions in accordance with our Repairs and Maintenance policy.
- Produce a written summary of investigation findings and provide this to the tenant or their representative within 3 working days of the investigation concluding.
- Diagnose the root cause of the damp; scope and deliver solutions that:
  - Fix the original cause of damp e.g. water penetration from roof
  - Treat or remedy the symptoms e.g. mould present on walls
  - Prevent the damp from re-occurring. e.g. ensure roof is surveyed on a regular basis to ensure leak has stopped and adequate heating and ventilation/de-humidifier is used to remove any excess moisture. based on the ethos of dealing with the cause of damp and not just the symptom and wherever possible fixing first time.
- If the investigation determines substantial damp or mould, we will ensure repair work is commenced within 5 working days upon conclusion of the investigation.
- Promote and provide industry expert advice and guidance on how to control condensation and dampness within properties.
- Ensure that all employees have appropriate training and are aware of and understand the delivery of the service that will meet the aims of this policy
- Carry out proactive inspections that include looking for signs of damp and mould: Annual visits conducted by trained Officers, SHQS inspections, Void inspections and pre termination inspections including for mutual exchanges.
- Upon commencement of the repair work, we will ensure the repair is completed within a maximum period of 20 working days.
- Ensure contractors are competent in completing works allocated to them and ensure tenant's possessions are protected though out the process.
- Record all inspection information and hold data for future review to allow benchmarking and improvements to be made in relation to the real time data.
- Ensure the property is insulated to Scottish Housing Quality standard level.
- Maintain tenants' homes to avoid penetrating and rising damp and carry out remedial action if these problems occur.
- Undertake reasonable improvement works required to assist in the management and control of condensation dampness. This may include but is not limited to upgrade ventilation system installation, improve indoor air movement and quality best practices.
- Make good internal surfaces following any repair work carried out and redecorate the area of the repair with Association provided neutral colours.

Alternatively, if the tenant wishes to redecorate the area of the repair themselves, we will leave the surface prepared for them to do so.

- If it is unsafe for tenants to stay in the property whilst remedial work is being carried out Lochalsh and Skye Housing Association will consider finding suitable temporary accommodation which will be reviewed on a day-to-day basis until the property is safe for the customer to return.
- Ensure the house will continue to be substantially free from damp and mould, as far as reasonably practicable.

5.1.1. We will endeavour to adhere to the timescales outlined above, but occasionally due to our rural location, travelling times or exceptional circumstances beyond our control, this may not be possible. Examples include:

- severe weather
- access to ferries
- illness and bereavement (applicable to landlord or tenant)
- unexpected contractor or supply chain barriers
- we are unable to access a property despite reasonable attempts made
- there are unforeseen delays in seeking approvals and/or permissions from external bodies

If this is the case, we will contact tenants to make other arrangements and provide an updated timeframe.

5.2. Tenant Responsibilities

- Tenants must immediately report any evidence of damp and mould (see Definitions) and/or faulty equipment that will affect the management of humidity, moisture and temperature in the home (e.g. faulty extractor fan, unable to open windows, heating system failure etc.)
- Tenants can help reduce the conditions that lead to condensation dampness by:
  - Keeping the presence of moisture to a minimum e.g. covering pans when cooking,
  - Drying laundry outside (where possible), where it is safe to do so, keeping the kitchen and bathroom doors closed when cooking or bathing.
  - Adequately heating rooms – ideally to 18 degrees Celsius
  - Keeping the house well-ventilated e.g. opening windows during cooking/bathing, turning on and ensuring the extractor fan or ventilation system installed in their home is regularly cleaned and working, keeping trickle vents in windows open and allowing air to circulate around the furniture
- Tenants must follow all advice and guidance issued by LSHA on managing humidity and moisture in the home which can lead to condensation.
- If all reasonable efforts have been made to rectify the problem of damp and mould and they have not been successful, then tenants are urged to contact us immediately for further investigation.
- Tenants must allow access for inspections and for carrying out any remedial works required as outlined in the tenancy agreement.
- Arrange adequate household contents insurance for the home as recommended in tenancy and lease agreements.

5.3. Tenant Responsibility Exceptions: Vulnerability

5.3.1. Where the tenant indicates that they will have difficulty in carrying out tenant responsibility decoration themselves because of a disability or a physical or mental health impairment, the Association will undertake the decoration. This will be done only in exceptional circumstances and where the tenant has no other relatives who could reasonably be expected to undertake the work.

5.4. Leased Properties

5.4.1. Organisations who lease our properties have different responsibilities to that of a normal tenant. Any action taken to remedy damp and mould reported in these properties will be done in accordance with our obligations set out in the lease agreement. As a principle the Association is responsible for the fabric of the building and internal components (including ventilation).

5.4.2. This means that penetrating damp, rising damp and leaks would be the Associations responsibility to repair.

5.4.3. Issues such as decoration, mould removal and treatment would be the responsibility of the organisation who leased the property and not the Association. Issues with damp in leased properties should be identified to the Property Services Manager and the Housing Services Manager.

5. Monitoring and Compliance

5.1. This Policy will be reviewed every three years and as required by legislation, regulation or internal organisational change. A quarterly report will also be submitted to the Board.

6. Complaints

6.1. Complaints regarding our implementation or delivery of this policy will be processed through Lochalsh and Skye Complaints Handling procedure, a copy of which is available on our website or by request.

6.2. Any concerns regarding our handling of complaints or the delivery of this policy can be addressed through the Property Services Manager.

7. Freedom of Information

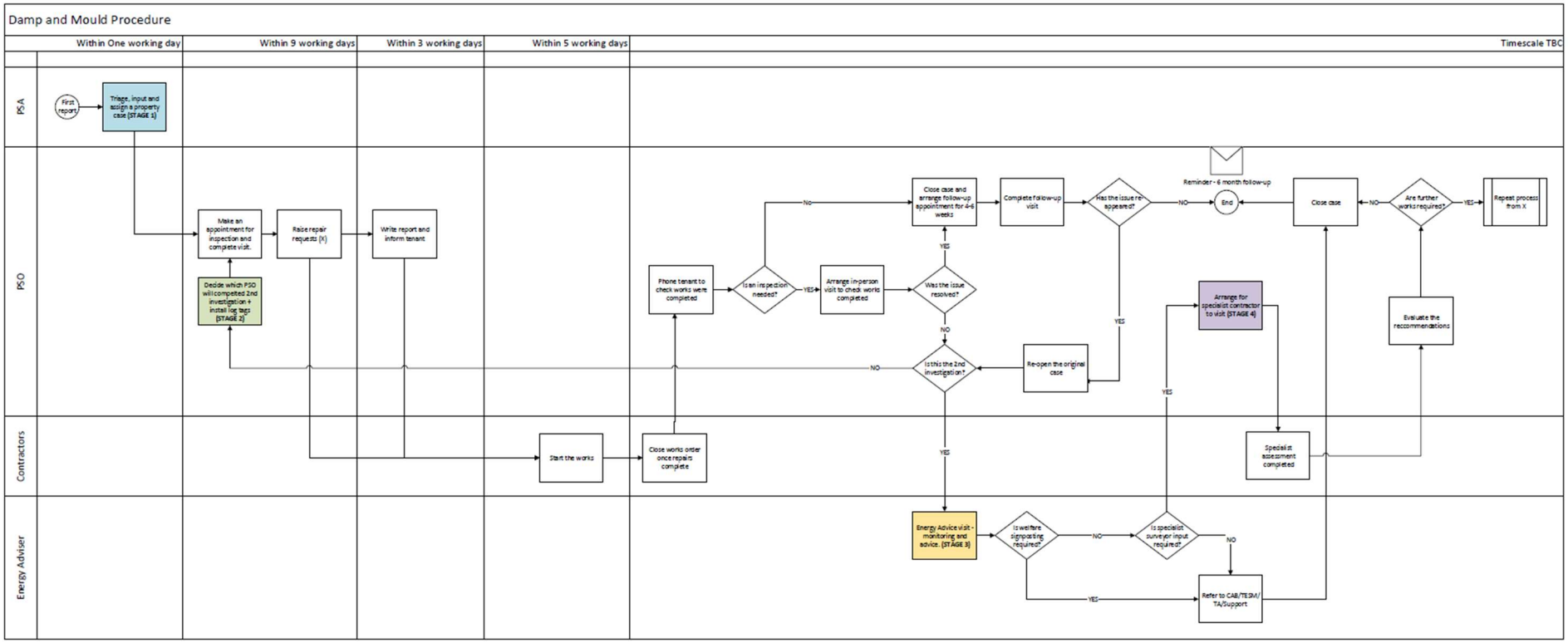
7.1. The Freedom of Information (Scotland) Act 2002 requires Housing Associations and subsidiaries to adopt and maintain a guide to Information which complies with the Scottish Information Commissioner's model Publication Scheme, and publish information in accordance with that scheme. Organisations must respond to requests for information they receive. Compliance is set out in the Freedom of information Policy.

8. Data Protection

8.1. LSHA handles the personal data we use in line with our obligations under data protection legislation and the Association's Privacy Policy and Data Retention Schedule. Information about how we handle personal data and the legal basis for processing personal data is available through the Association's Fair Processing Notices.

Appendix 1 – Damp and Mould Procedure Flow Chart

Below is the Damp and Mould flow chart, this is also available as a pdf document in the Policy Library.



Appendix 2 – Damp and Mould Procedure

Damp and Mould Procedure – Stage 1

Report of mould received – from tenant or resident via telephone / e-mail / portal or in person. Through internal departments – DLO / Housing / Handyperson.
From external sources – family member / CAB / Social services etc

PSA – If we need further information PSA to complete D&M questionnaire. Add case to D&M spreadsheet (this will be until 31st March 2027)

Day 1 - Due to start in April 2027 - Open Property Case in Home Master (HM) and assign to PSO (assume David is South and Ally is North but PSO's to liaise with each other on capability and workload).

PSO - to arrange and complete inspection, to include photos, using the D&M questionnaire. To be completed within 10 working days from date of first report

PSO - raise repair request(s) for all works required. Work MUST commence within 5 working days of completion of investigation.

PSO – Complete letter with details of investigations findings. MUST be completed within 3 working days of completion of investigation. (HM templates to be created)

Contractor – Notify PSO of completion of works. PSO to ensure all works are complete withing acceptable timescale and inform tenant by letter if any delays and giving a timeframe.

PSO – Once all works complete, call tenant to confirm and make an appointment for a 4/6-week follow-up visit OR if severe case then carries out an in-person visit.

CLOSE CASE ON HM

IF affordability issue then refer / signpost to additional support services both within LSHA and external organisation as necessary.

Damp and Mould Procedure – Stage 2

If Stage 1 is complete and issue has not been resolved or depending on severity of the mould, or potential for health conditions, then maybe escalate straight to stage 2 and carry out period of monitoring.

PSO (either initial PSO who visited or second opinion for Advice) – Re-visit property and repeat inspection / repair request / work order / letter to tenant sequence AND install log-tags for monitoring.

PSO – Re-visit and collect log-tags, usually 1 week of monitoring. Issue is resolved and had a satisfactory outcome.

PSO – Close case on Home Master and make 4/6-week follow up appointment.

IF affordability issue then refer / signpost to additional support services both within LSHA and external organisation as necessary.

Damp and Mould Procedure Stage 3

If Stage 1 & 2 of the Damp & Mould procedures are completed and issue has not been resolved or depending on severity of the mould.

PSO – contact Energy Advisor, discuss case and analyse any log-tag data we have.

Energy Advisor to make appointment with tenant. Gather log-tags and analyse data, assess energy usage / tenant interaction.

IF affordability issue then refer / signpost to additional support services both within LSHA and external organisation as necessary.

Damp and Mould Procedure Stage 4

If Stages 1, 2 & 3 are complete and the damp and mould issue has not been resolved, depending on severity of the mould or if we can find no more structural issues or repairs needed to be carried out.

PSO – contact External Surveyor for independent opinion, discuss and provide the case and steps we have already taken, including EA intervention and log tag data we hold.

External Surveyor - in consultation with PSO – make appointment with tenant and carry out independent survey, ensure pictures taken.

External Surveyor – pass inspection survey findings to PSO.

PSO – Receive and evaluate independent report, carry out any reasonable recommendations from external surveyor. CAVEAT – if recommendations are significant then refer to Senior Management for advice.

PSO – ensure you liaise (write to) tenant on timescales of works.

PSO – on completion of recommended works, where applicable, make appointment with tenant for inspection.

PSO - CLOSE CASE ON Home Master and make appointment for 4–6-week follow-up.

IF affordability issue then refer / signpost to additional support services both within LSHA and external organisation as necessary.

Appendix 3 – Equality Impact Assessment

Lochalsh and Skye Housing Association
Equality Impact Assessment

Name of policy to be assessed	Damp and Mould Policy	**Is this a new policy or a review?**	Review – due to Awaabs Law – Housing (Scotland) Act 2025
Person completing the assessment	Helen Brown, Governance Officer	**Date of Assessment**	11/09/2026

1. Briefly describe the aims, objectives and purpose of the policy	The Policy sets out the responsibilities of all members of Board and staff members, including temporary staff, tenants and residents where the association has a repairing obligation regarding the prevention and treatment of damp and mould. The aims and objectives of this policy are to set out clear definitions of what damp and mould are together with clear and defined responsibilities for reducing and preventing the risk of damp and mould and how this will be treated.
2. Who is intended to benefit from the policy? (e.g. staff, applicants, tenants, staff, contractors)	LSHA, Board, Staff, Tenants and Residents, contractors and service users.
3. What outcomes are wanted from this policy? (e.g. benefits to tenants)	• To ensure that we investigation, report and repair any reported occurrences of damp and mould in line with the timescales stated in the Investigation and Commencement of Repair (Scotland) Regulations 2026. • Reduce and prevent the risk of damp and mould. • To safeguard the Association and its assets

4. Which protected characteristics could be affected by the policy (tick all that apply)

Age:	Race:
Disability:	Religion or Belief:
Gender Reassignment:	Sex:
Marriage/civil partnership:	Sexual Orientation:
Pregnancy/Maternity:	

5. If the policy is not relevant to any of the protected characteristics listed in part 4. State why and end the process here.

This policy is equally applicable to all governing body members and has no detrimental impact on protected characteristic groups as specified within the Equality Act 2010.

	Positive Impacts	Negative Impacts
6. Describe the likely positive or negative impacts the policy could have on the groups identified in part 4.		

7. What actions are required to address the impacts arising from this assessment?	N/A

Signed: Helen Brown

Date: 11/09/2026

SCHEDULE OF REVISIONS		
DATE	REVISION No.	DETAILS
17/09/26	2.0	UPDATED DAMP & MOULD POLICY TO INCLUDE AWAABS LAW FROM HOUSING SCOTLAND ACT 2025. Included new Damp & Mould Procedures and Flowchart as Appendices.