

STROUD DISTRICT COUNCIL

AGENDA

HOUSING COMMITTEE

ITEM NO

26 SEPTEMBER 2017

10

Report Title	HOUSING REPAIRS AND PLANNED MAINTENANCE POLICY 2017-2020 (INCLUDING THE DAMP AND MOULD POLICY)
Purpose of Report	To inform committee of the policy review.
Decisions	To RESOLVE to approve the Housing Repairs and Planning Maintenance policy 2017-2020 (including the Damp and Mould Policy)
Consultation and Feedback	Relevant managers, Chair and Vice Chair of Housing Committee and Corporate Team.
Financial Implications and Risk Assessment	<p>The policy sets out the obligations of the Council in regards of repairs and maintenance, and the ongoing cost of this will need to be reflected in the budget allocation in both the Medium Term Financial Plan, and the 30 Year Delivery Plan.</p> <p>Name: Lucy Clothier, Principal Accountant Tel: 01453 754343 Email: lucy.clothier@stroud.gov.uk</p> <p>Risk assessment by the report author Failure to maintain and manage responsive repairs, planned works and damp and mould may lead to reputational and financial risk in terms of Homes and Communities Agency (HCA) compliance and compensation claims against the authority.</p>
Legal Implications	<p>The policy largely addresses internal management and operational issues for officers' and tenants' clarity. Non compliance with the relevant provisions by the Council will, irrespective of legal requirements, open the Council to challenge or complaint. Nevertheless, for relevant provisions to be readily enforceable against tenants, the policy and procedures provided for will need to form part of the tenancy terms and conditions.</p> <p>Karen Trickey, Legal Services Manager Tel: 01453 754369 Email: karen.trickey@stroud.gov.uk</p>
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Options	None
Performance Management Follow Up	Information sheet update to members as and when the policy requires amendments from operational matters or legislation changes.
Background Papers/ Appendices	Appendix A – Housing Repairs and Planned Maintenance Policy 2017-2020 Appendix B – Damp and Mould policy

1.0. Introduction

1.1. The Repairs and Maintenance policy was last updated and presented to Housing Committee in 2013. In line with the review period, this policy, which now incorporates the damp and mould policy has been comprehensively reviewed to ensure it is fit for purpose and relevant. Stroud District Council is committed to providing an effective repair, planned and cyclical maintenance service in order to ensure high levels of resident satisfaction and to protect the value of its housing stock.

2.0. Benefits

- Clear guidance for officers and tenants when dealing with responsive and planned works.
- Clear guidance for officers and tenants when dealing with damp and mould.
- Added value by delivering seminars for colleagues and residents (inc. leaseholders) on damp and mould.
- Long term value for money savings as a result of clear understanding of what the Council will do or won't do.
- Clarity on what is the tenant's responsibility.
- Clarity on timelines for delivery of works.

3.0. Outcomes

- The Repairs and Planned Maintenance policy has been reduced by 12 pages.
- The Damp and Mould policy has been reduced by 3 pages.
- Removed irrelevant items such as full legislative text.
- Made the document more useful to non-technical readers by removing jargon.
- Ensures the policy is up to date, published in the public domain and open to scrutiny.

HOUSING REPAIRS AND PLANNED MAINTENANCE POLICY 2017 - 2020

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PART 1 - POLICY BACKGROUND & COVERAGE

- 1.1. This policy details the arrangements for the planned, cyclical and responsive maintenance of properties owned by the Council.

Key Principles of the Repairs and Planned Maintenance Policy

- 2.1. The Council will maintain its housing stock in good condition by providing an effective repairs and maintenance service to residents.
- 2.2. The Council will ensure that its repairs and maintenance service reflects the following overall principles:
 - to provide a flexible, convenient and customer oriented repairs service that gives priority to the safety, comfort and convenience of residents.
 - to repair and maintain the housing stock to a minimum level of the Decent Homes Standard.
 - to meet the Council's legal and contractual obligations.
 - to ensure the services provided are cost effective and obtain the best value for residents from available financial resources.
 - to ensure the principles of health and safety and the equalities act 2010 are central to working procedures and practices.
 - to maximise economic benefits where possible by creating employment and training opportunities in maintenance related work and by purchasing goods and services locally.
 - to measure and monitor customer satisfaction and make use of the information to continuously improve services.

Responsibilities of the Resident

- 2.3. The resident is responsible for reporting repairs to the Council and must allow access to their home in order for any work, including assessments such as a stock condition survey, to be carried out.
- 2.4. The resident is responsible for the maintenance, repair and replacement of certain minor items within the home, as set out in the Tenancy Handbook.

Responsibilities of the Council

- 2.5. The Council is responsible for the maintenance, repair and replacement of the structure and common parts of its properties, as set out in the Tenancy Handbook.

Relevant legislation and regulatory compliance

- 3.1. The Council will ensure that properties are repaired and maintained in accordance with best practice and relevant policy and legislation.

PART 2 - PLANNED AND CYCLICAL MAINTENANCE POLICY

- 1.1. The Council will develop and deliver, planned and cyclical maintenance programmes, to ensure that its homes are maintained in a good condition and meet the Decent Homes Standard.

Developing the Planned Maintenance Programme

- 2.1. The planned maintenance programme includes all planned programmes of improvement.
- 2.2. The Council will use the following information to plan and develop its planned maintenance programmes:
 - information from periodic stock condition surveys
 - retention of asset information relating to each property for the following:
 - condition of property's elements
 - expected life of the component
 - information about asbestos present in the property
 - information about the energy performance of properties
 - Housing Health and Safety Rating System (HHSRS)
- 2.3. In developing its annual planned maintenance programme the Council will take into account the following:
 - the impact of the programme to the tenant
 - the current condition of the property against the standards required
 - budgetary constraints
 - the impact on other maintenance work streams
- 2.4. The Council will publish information about its planned maintenance programme each year. This will include details of the works to be undertaken and the areas that will benefit from the work. The information will be published in the tenants' newsletter and on the Council's website.
- 2.5. The Council will achieve value for money in delivering planned maintenance programmes by ensuring current and future contracts are procured correctly in line with regulatory requirements and contract management is at the core of officers approach. Information about contracts awarded and partnering arrangements will be published in the tenants' newsletter and on the Council's website.

Enabling Tenant Choice

3.1. Where the Council undertakes planned improvement works it will offer the tenant(s) of the property choices of selected finishes from its own range of available products. This will apply to the:

- colour of finish of internal plasterwork from an agreed range of colours
- the door and worktop finishes of kitchen units
- colour of tiles in the bathroom and kitchen
- colour of floor covering
- style and colour of external doors
- colour of external walls

Cyclical Maintenance Work

4.1. Cyclical maintenance works are programmes which are repeated at regular intervals. The Council will undertake the following programmes on a cyclical basis:

- external surfaces of the property that require an applied finish to maintain its weather tightness (subject to stock condition survey).
- landscaping and grounds maintenance of communal gardens and of open ground on estates.
- all statutory servicing requirements where applicable:
 - gas servicing
 - electrical circuit testing
 - portable fire equipment
 - fire systems
 - water storage systems
 - lifts
 - safety equipment
 - welfare equipment
 - door entry

4.2. At the beginning of each financial year, the Council will review and agree its schedule of cyclical service contracts for its properties as developed through the medium term financial plan. The schedule will be led by the Council's Asset Management Information systems and will be prioritised against the following factors:

- the impact to the resident
- meeting current legislation
- the current condition of the property
- long term impact of not servicing the property/equipment
- budgetary constraints
- the impact on other maintenance work streams

- 4.4. All statutory service contracts will be carried out in accordance with the relevant legislation. The Council will keep appropriate records for inspection and verification by the appropriate inspectors.

Appointments

- 5.1. Where planned and cyclical maintenance works require access to the tenants' home, the Council will contact the tenant(s) providing them with advance notice of the intended commencement of the work, its anticipated impact on the tenant(s) and the contact details of the contractor who will be undertaking the work.
- 5.2. The Council's contractor undertaking the work will arrange any appointments with the tenant(s) who will be given at least two week's notice prior to a contractor carrying out the work.

Quality Control

- 6.1. The Council believes that the quality of its planned and cyclical maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its properties.
- 6.2. The Council requires all staff and contractors working in residents' homes to comply with its published code of conduct.
- 6.3. The Council's Planned Maintenance Officers, in partnership with residents, are responsible for monitoring the standard of work carried out.
- 6.4. All residents who receive works will be encouraged to submit resident satisfaction feedback surveys after the works have been completed in a variety of formats. For example, these formats include telephone, text, interactive, paper and verbal, to help assess the performance of the works.
- 6.5. The Council will ensure that all completed works are inspected. Any performance issues arising from the post inspection process will be resolved by the relevant officers.
- 6.6. Where a resident records their dissatisfaction with the quality of any works carried out to their home or the attitude/performance of the contractor (either during the work or after completion), this will be referred to the relevant officer, who will investigate promptly and initiate any appropriate remedial action. They will also ensure that the resident is kept informed of any action being taken.
- 6.7. The Council's complaints policy is also available to any resident who is dissatisfied with the maintenance works provided and can be found on the Council's website.

PART 3 - RESPONSIVE REPAIR SERVICE

Reporting Repairs

1.1. Tenants can report repairs to the Council in any of the following ways:

- in person at the main Council Offices
- by telephone (including an out-of-hours number for reporting emergency repairs)
- by email (repairs@stroud.gov.uk)
- by letter via any member of Tenant Services' staff or their ward councillor
- via tenants' and residents' associations or representatives

Repair Categories and Target Timescales for their completion

2.1. The Council has established three categories of responsive repair, these are:

- **Emergency Repairs**
These are repairs that need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property. Examples of emergency repairs would include loss of all electrical power in the property, blockage of WC, unable to secure main entrance to property. Emergency repairs will be completed within 4 hours of the defect being reported to the Council.
- **Urgent Repairs**
These are repairs that may affect the comfort of residents and may cause damage to the property if not carried out urgently. Examples of urgent repairs would include renew light fitting, repair leaking pipe in the property, unblock drain. Urgent repairs will be completed within 5 working days of the repair being reported to the Council.
- **Routine Repairs**
These are repairs that are not urgent, although they may cause inconvenience to residents. Examples of routine repairs would include easing an internal door, clearing an overflowing gutter. Routine repairs will be completed within 28 working days of the defect being reported to the Council.

Each repair request will be placed into one of the three categories and the work ordered.

In some instances the Council may need to inspect the defect to establish the precise nature of the repair work required. In such cases the Council will usually undertake the inspection within 5 working days.

Appointments

- 3.1. An appointment will be offered to the tenant whilst reporting the repair where possible. However, should the tenant wish to arrange an alternative appointment, they will be provided the contractors with contact details to arrange a mutually convenient appointment for the work to be completed.

Quality Control

- 4.1. The Council believes that the quality of its responsive maintenance service is extremely important, not only to ensure the health, safety, comfort and satisfaction of its residents, but also to protect the fabric and value of its property.
- 4.2. The Council requires all staff and contractors working in residents' homes to comply with its published code of conduct.
- 4.3. The Council's Maintenance Officers, in partnership with residents, are responsible for monitoring the standard of work carried out.
- 4.4. The Council will ensure that a proportion of responsive repairs are inspected once they have been completed. Any performance issues arising from these post-inspections will be referred to the contractor for investigation.
- 4.5. Where a resident has recorded dissatisfaction with any service work carried out to their home, this will be investigated by the Maintenance Officer, who will ensure that any necessary remedial works are carried out.
- 4.6. The Council's complaints policy is also available to any resident who is dissatisfied with the maintenance works provided.

PART 4 - RECHARGEABLE REPAIRS POLICY

- 1.1. The Council aims to maximise its financial resources to enable improvements to be carried out to homes and services. The Council will ensure that tenants meet the costs of repairs they have responsibility for.
- 1.2. The Tenancy Agreement sets out tenants' responsibilities for repairs, these are:
 - repairing any damage caused by themselves or visitors to their homes.
 - lock changes.
 - decorating the inside of their properties and keeping them in a good state of decoration.
 - completing minor repairs to woodwork and plaster.

- providing and maintaining TV aerials (except shared services).
- repairing their own electrical appliances.
- maintaining and repairing garden paths - except those that give access from a public footpath into and around the property.
- maintaining and repairing garden fences and gates - except those connected to public land.
- maintaining and repairing garden sheds and greenhouses - repairing and replacing small items such as keys, washing lines, WC seats and shower curtains (except those in shared areas such as Sheltered Schemes).
- maintaining and repairing electric showers – except those installed by the Council or those not designated as tenant’s responsibility when they took on the tenancy.

Recharging tenants for repairs

- 2.1. The Council will charge residents for repair works carried out on their behalf where this expenditure has been caused either by damage which is not the result of fair wear and tear, or by unauthorised alterations to the property.
- 2.2. Payment/payment plan will be agreed in full before any re-chargeable repairs work is carried out, with the following exceptions where:
 - an emergency response is required.
 - the property has to be made secure at the direction of the police where they have forced entry (costs will be recharged as appropriate to either the resident or the police).
 - the repair is prejudicial to the health and safety of the household (for example faulty electrics).
 - the disrepair could cause or is causing damage to other parts of the property or to other properties.
 - the Council considers that the disrepair could lead to deterioration in the appearance of the area.
 - the Council is satisfied that genuine hardship exists.
- 2.3. In the above circumstances, an affordable repayment plan will be agreed and confirmed in writing with the resident and the Council.
- 2.4. In exceptional circumstances, the Council may consider waiving the cost of the re-chargeable repair. All cases will be considered on an individual basis.

Rechargeable Repairs undertaken during a tenancy

- 3.1. All requests for repairs reported by tenants will be assessed against the Council’s repairing obligations, as outlined in the Tenancy Agreement and Tenancy handbook.

- 3.2. Where a reported repair is deemed to be the responsibility of the tenant, the tenant will be informed that they are responsible for that repair under the terms of their Tenancy Agreement. This includes damage that may have been caused accidentally, for instance a window smashing in the wind.
- 3.3. Where a repair is needed as a result of criminal activity that has not been caused by the tenant, a member of their family or a visitor to their home, the resident will not be charged for the cost of any works providing written confirmation with a **crime reference number** is obtained from the Police (an Incident Number is not sufficient).
- 3.4. Where a repair is needed as a result of criminal activity that has been caused by the tenant, a member of their family or a visitor to their home, the resident will be charged for the cost of any works. Where appropriate, the Police will also be informed of any criminal activity that has taken place.
- 3.5. Where damage is caused by the Police whilst executing a warrant and no conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will not be held liable for the cost of the repair and the Council will seek to recover the cost of the repair from the Police.
- 3.6. Where damage is caused by the Police whilst executing a warrant and a conviction is secured against the tenant or a member of their household or a visitor to their home, the resident will be held liable for the cost of the repair.

Rechargeable Repairs at the end of a tenancy

- 4.1. On receipt of a valid notice to end a tenancy, arrangements will be made with the tenant for the property to be inspected. Following this inspection, the tenant will be informed in writing of any work for which they are responsible prior to vacating the property.
- 4.2. Any re-chargeable works not carried out by the tenant before they vacate the property will be undertaken by the Council and the cost of the works will be re-charged to the former tenant.
- 4.3. A situation may arise where an end of tenancy inspection is not able to be carried out in the presence of the tenant, for instance where the property has been abandoned. Further, some repairs for which the tenant is responsible may occur after the end of tenancy inspection has taken place. In these circumstances an empty property inspection will take place and a photographic record taken of any damage caused or work required to the property which is deemed to be the former resident's responsibility.

- 4.4. Where the Council is aware of a forwarding address, the former resident will be advised in writing that they will be re-charged any costs incurred by the Council and the debt will be pursued in a manner which accords with the Council's Rent and Other Income Collection and Recovery Policy.
- 4.5. Where no forwarding address is known, a record will be kept of any outstanding re-chargeable repairs. The Council will pursue the debt from the former tenant should their new address later become known.

PART 5 - REPAIRS TO EMPTY PROPERTY

- 1.1. The Council is committed to making the most effective use of its housing stock in order to maximise rental income, meet housing need and maintain good estate management.
- 1.2. The Council will adopt a pro-active approach to property management to ensure that empty (void) properties do not significantly detract from a neighbourhood's appearance, security or sustainability.
- 1.3. This policy details the arrangements for undertaking repairs to empty properties owned by the Council.
- 1.4. In managing its empty properties, The Council aims to:
 - minimise the length of time a property remains unoccupied
 - minimise rental loss
 - minimise empty property repair costs
 - ensure that all empty properties comply with legal and health and safety requirements.

Repairing Empty Properties

- 2.1. The Council will deem a property to be empty in the following circumstances, where:
 - the tenant has formally terminated the tenancy by written notice.
 - the tenant has died and there is no successor.
 - the tenant has abandoned the tenancy, where the appropriate action has been taken to end the tenancy.
 - the tenant has been evicted, following court action for possession.
- 2.2. The Council will ensure that all empty properties are repaired and re-let in accordance with closely monitored target timescales to ensure efficient and accountable management of empty properties. The Council will ensure that all homes are repaired in such a way as to ensure a high standard of repair and cleanliness for its empty properties.

- 2.3. Wherever possible the Council will undertake a Pre-Termination Inspection (PTI). This will identify any works that can be completed during the notice period, further reducing void times. A full inspection of the property will be carried out to ensure the property has been left in a satisfactory condition. Inspections will be undertaken within set target timescales. The inspection will identify the repairs required to the property to enable it to be suitably let.
- 2.4. In recognition of the need to minimise re-let timescales, the Council will undertake some minor repairs after occupation. The new tenant will be advised of any outstanding works at the sign-up interview.
- 2.5. The Inspection will identify any outstanding rechargeable repairs and note any remedial work required resulting from resident damage, in line with the Rechargeable Repair Policy. Photographic evidence of the condition of the property will be recorded.
- 2.6. The Council will undertake the following tests in all empty properties:
 - test all gas appliances and pipework to ensure that they are safe and comply with the regulations and produce a Landlord Gas Safety Record (LGSR)
 - test the electrical circuitry to ensure compliance with the latest regulations.
 - test the water supply and drainage system.
 - identify and catalogue asbestos containing materials (where appropriate).
- 2.7. Appropriate cost effective security measures will be put in place where this is considered necessary.
- 2.8. A post inspection will be carried out following the completion of repairs on all properties before re-letting, to ensure the works have been completed to a satisfactory standard.
- 2.9. The Council will not decorate properties, unless they are in very poor condition, or if the resident is elderly or infirm or the empty property is in a sheltered housing scheme. In all other cases, The Council will provide assistance with decoration costs which reflect the need for decoration.
- 2.10. The Council will undertake pro-active estate management to improve environmental conditions, for example maintaining garden and common areas during the period the property is empty.

PART 6 - THE RIGHT TO REPAIR SCHEME

- 1.1. The Secure Tenants of Local Authorities (Right to Repair) Regulations SI. 1994 No 133, sets qualifying times for certain qualifying repairs and

requires all local authorities to advise tenants who are reporting any of the qualifying repairs of:

- their rights under the Right to Repair Scheme.
- the timescales set out in the Right to Repair Scheme to complete the repair (either 1, 5 or 28 days).
- the details of a second contractor should the Council's main contractor fail to undertake the work within the required timescale.

1.2. The Right to Repair provides tenants with a right to receive a prescribed amount of compensation, should the Council's contractor fail to undertake the repair within the qualifying time.

Implementing the Right to Repair Scheme

2.1. The Council will implement the Right to Repair Scheme by:

- advising tenants upon request who are reporting qualifying repairs of their rights under the Right to Repair Scheme.
- providing compensation to tenants where they have enacted their rights and we have failed to undertake repairs within the qualifying time, at the levels prescribed.

PART 7 - THE RIGHT TO UNDERTAKE AND RECEIVE COMPENSATION FOR IMPROVEMENTS

1.1. Part IV of the Housing Act 1985 established that all local authority tenants are secure tenants¹ and that all secure tenants have the right to undertake improvements to their home, subject to receiving the landlords consent (1).1.2 The Leasehold Reform, Housing and Urban Development Act 1993 gives secure tenants the right to compensation for certain tenant financed improvements that have had the written permission of the Council.

1.2. The right to compensation for improvements is subject to certain qualifying criteria and regulations contained in the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations S1 1994 No. 613.

The Right to Undertake Improvements

2.1. All tenants have the right to undertake improvements to their homes, on condition that they have been given prior written consent from the Council.

¹ Amended by S124 Housing Act 1996 which provided local authorities with the opportunity to establish Introductory Tenancies for the first 12 months of a tenants tenancy

- 2.2. On receipt of a written request to undertake an improvement, the tenant will be visited in their home by a Council officer.
- 2.3. The tenant will receive within 1 calendar month notice of whether consent has been granted to their request to carry out an improvement to their home.
- 2.4. Permission to carry out an improvement will not be unreasonably withheld, but permission may be withheld if the requested improvement will:
 - be non-compliant with current legislation.
 - be unduly expensive to maintain.
 - make the dwelling difficult to let in the future.
 - be unsuitable to possible future occupants.
- 2.5. Tenants who undertake improvements to their home will be responsible for the maintenance of the improvement, throughout the lifetime of their tenancy.

Compensation for Improvements

- 3.1. Compensation payments for improvements are not payable until the tenancy comes to an end.
- 3.2. The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations SI 1994 No. 613 sets out:
 - details of tenants who will qualify for compensation for improvements.
 - a list of qualifying improvements and the notional life of the improvement.
 - formula to be used in the calculation of compensation to qualifying tenants.

PART 8 – AIDS AND ADAPTATIONS SERVICE

- 1.1. The Council will ensure that its housing stock meets the needs of residents of the district who have disabilities by:
 - maintaining a register of homes which have either been purpose built or substantially adapted to meet the needs of a disabled person/persons.
 - establish an annual budget which will be used to fund works of adaptation to the homes of existing tenants.

Works of Adaptation to the Homes of Existing Tenants

- 2.1. We will set aside a specified sum of resources each year, to enable adaptations to be undertaken to the homes of tenants who have disabilities.
- 2.2. We will accept applications from tenants for adaptations to their homes, to meet specific needs. We will require all applicants to be visited in their home by an Occupational Therapist, employed by Gloucestershire County Council, who will assess the work that requires to be completed to the property.
- 2.3. Following the production of a report by the Occupational Therapist, recommending the works to be undertaken to the home, which are necessary and appropriate to meet the needs of the person with a disability who occupies the property, we will consider whether the extent of the works are reasonable and practicable.
- 2.4. In taking into account whether the works are reasonable and practicable, we will consider the following:
 - the architectural and structural characteristics of the property, and whether these make certain types of adaptation inappropriate.
 - the practicalities of carrying out adaptations to the property, for example trying to adapt a property with narrow doorways, halls, and passages suitable for use by some-one in a wheelchair or making a property with difficult or limited access suitable for a person using a wheelchair.
 - conservation considerations and planning constraints, which may prevent certain types of adaptation being carried out.
 - the impact on other people where works reduce or limit the existing facilities or amenities in the property.
- 2.5. Where we consider that it is not reasonable and practicable to undertake an adaptation to a property, we will write to the tenant informing them of our decision with 28 days of the decision being made. In addition we will arrange to meet the tenant at their home to discuss other housing options that are available to them, to meet the needs of the person with a disability. This could include applying for a transfer to a more suitable property that is easier to adapt such as ground floor accommodation, a bungalow or sheltered housing.
- 2.6. Where we consider that it is reasonable and practicable to undertake an adaptation, the completed application will be placed onto the adaptations waiting list. We will advise the applicant that their application has been placed on the waiting list, the work that we will undertake to their home and the estimated date that work will commence to their home, within 28 days of receiving the report from the Occupational Therapist (OT).

- 2.7. The list of applications for adaptations will be worked through in date order i.e. work will be undertaken to the home of the applicant whose application is dated the earliest. However, in exceptional circumstances where the Occupational Therapist, following their visit to the applicant, recommends that as a consequence of the needs of the applicant work should be completed as a matter of priority, we will place that applicants' case above all others on the waiting list.
- 2.8. In cases where the work required could potentially exceed £1,000, the Council will require the applicant to submit a means testing assessment.

PART 9 - REVIEW OF HOUSING REPAIRS AND PLANNED MAINTENANCE POLICY

- 1.1. This policy will be reviewed by the Council every three years unless there is a change in legislation or regulation.
- 1.2. Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within 3 months of the legislation or regulation coming into affect.

DAMP AND MOULD POLICY

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PART 1 - POLICY BACKGROUND & COVERAGE

1.0. Introduction

- 1.1. Studies estimate that in the UK between 10-50% of homes are affected by damp¹. Social housing and low income communities where there is often overcrowding, lack of appropriate heating, ventilation and insulation can experience a substantially higher proportion of damp and mould than the national average.
- 1.2. In addition, high energy costs prevent the adequate heating of many homes during winter (fuel poverty) leading to increased condensation and indoor dampness.
- 1.3. Stroud District Council tenants could fall into either or both of the above criteria which increase the likelihood of living in a home which suffers from damp and mould.
- 1.4. Sufficient evidence has been found to link exposure to indoor mould with upper respiratory tract symptoms, coughing, and wheezing in otherwise healthy people.
- 1.5. Numbers of dust mites are elevated by damp indoor environments; dust mites affect allergies and asthma.
- 1.6. Studies have shown that dampness and mould are associated with approximately 30-50% increases in respiratory and asthma related health outcomes.
- 1.7. People living in homes with damp and mould may also experience depression and anxiety due to the conditions.
- 1.8. Damp and Mould related health outcomes may affect people regardless of age or current health; the elderly and children are most at risk.
- 1.9. Poor housing conditions result in frequent absence from school for children due to ill-health, in educational under-achievement and less earning power. Based on GCSE results alone it is calculated that the cost to children living in poor housing conditions amounts to a total of £14.8 billion in lost potential earnings.

2.0. Key Principles of the Damp and Mould Policy

- 2.1. The key principles of the Damp and Mould policy are:
 - To ensure we provide and maintain dry, warm, healthy homes for our tenants.
 - To ensure that the fabric of our property is protected from deterioration and damage resulting from damp and mould.

2.2. We will achieve these aims by:

- Informing tenants to make lifestyle changes which reduce condensation.
- Informing both tenants and staff about the health risks of living in damp and/or mouldy homes.
- Publicising damp remediation work that we can do.
- Training staff and operatives to:
 - spot signs of condensation, damp and mould and understand the causes and remedies of these
 - carry out maintenance to reduce the occurrence of damp and mould
- Knowing our stock and the archetypes of properties that are likely to suffer from damp and mould. Understanding the components in our properties which may cause damp.
- Investing in both preventative and reactive measures.
- Planning resources i.e. to respond to higher demand in winter.
- Making sure that appropriate budget levels are assigned to reducing the cause of damp and mould.
- Providing our officers with the correct equipment to assess damp in properties and find resolution to the problem if it is our responsibility.
- Complying with all statutory and regulatory requirements and with best practice relating to the provision of this service.
- Treating tenants in a fair and non-discriminatory way, in accordance with our Equalities Act 2010.
- Liaising with other Social Housing Landlords, Environmental Health and other Energy Advice agencies.

3.0. Relevant legislation and regulatory compliance

3.1. We will ensure that we carry out damp and mould services in accordance with best practice and relevant policy and legislation, including the following:

4.0. Landlord and Tenant Act 1985, Section 11 – Repairs and Maintenance

4.1. We are responsible for:

- maintaining the structure and exterior of the property, keeping it in good repair including drains gutters and external pipes.
- keeping installations for the supply of water, gas, electricity and sanitation in good repair and proper working order.
- keeping installations for space heating and water heating in good repair and proper working order.

5.0. Housing Act 2004 – Housing Health and Safety Rating System

5.1. Damp and Mould Growth - Includes threats to physical and mental health from:

- House dust mites
- Mould or fungal growth

5.2. Both are caused by dampness and/or high humidity.

5.3. Causes of dust mite and mould and fungal growth are related directly to dampness which is caused by:

- Reduced ventilation levels;
- Increased humidity, especially beyond 70% ; and
- Warmer indoor temperatures in winter because of dwelling design in renovated houses.

5.4. Potential preventive measures that could have a significant effect on likelihood and harm outcomes relating to moisture production and ventilation:

- Damp proof courses, membranes and detailing around doors and window openings.
- External fabric kept in good repair to avoid rain penetration.
- Frost protection for pipes and tanks.
- Properly installed baths, sinks etc., with properly installed drainage.
- Properly installed and maintained rainwater goods.
- Properly ventilated roof and under floor spaces to ensure timber remains air dry.
- Adequate extraction of moisture laden air during peak times, like cooking and bathing and laundry.
- Heating type.
- Continuous low-level background ventilation where necessary.
- Sufficient means of ventilation to cope with moisture from normal domestic activities without the need to open windows that could lead to heat loss, noise and security risks; and
- Appropriate ventilation for dwellings of high occupant density.

6.0. Best Practice

6.1. We will regularly seek best practice from organisations who deliver damp and mould services and adopt any good practices which will help us to tackle this issue.

PART 2 - Damp and Mould Trends and Locations

1.1. At Stroud District Council, officers have reported that the most common causes of damp and mould in our properties are:

- **Cold Bridging** - this can be in many areas including insulation not fully going in the eaves of a roof, raking eaves, concrete mullions and lintels, poorly installed cavity wall insulation and many other examples.
- **Blocked vents** - on many occasions ventilation provided either mechanical or background ventilation being blocked off, broken or covered.
- **Finlock gutters** - this type of guttering is notoriously defective and leaks leading to penetrating damp and cold bridging for condensation.
- **Type and location of radiators** - heating systems are not always to the performance standard required to prevent condensation and far too often radiators are located on the internal walls creating colder external walls and may be undersized for the room volume.
- **No extractor fans in kitchens, bathrooms and utility rooms.**
- **Unvented and condensing tumble dryers** - these produce a serious amount of water vapour in the space encouraging condensation.
- **Bridging Damp** - there are many cases of bridging damp from render systems going below the DPC to ground level, concrete paving and ground levels being increased, entrance canopy roofs and wall tie snots not cleared.
- **Leaking of insufficient guttering** - there are many cases where guttering is overflowing, leaking joints, lack of maintenance for clearing gutters and in some cases particularly outbuildings where there is no guttering.
- **Lack of pointing on brickwork** - for various reasons there is poor or broken away pointing on parts of brick walls; this may have created cold spots for condensation and opportunity for penetrating damp.
- **Penetrating Damp from render systems** - this could be because they have exceeded their life span and also because the mix is too dense.
- **Tenant and resident lifestyle** - the way some tenants and residents conduct their everyday living can cause excessive humidity within a property, creating conditions where mould can thrive. Lack of adequate ventilation is the primary cause, but drying clothes on radiators, cooking with lids off pans and even tropical fish tanks all add to the moisture levels within a property.
- **Fuel Poverty** – it is now recognised that fuel poverty is becoming a major factor in the increase that has been seen in damp and mould problems. Tenants and residents are unable to afford to heat their homes effectively or evenly which then creates the conditions for moulds to thrive.

PART 3 - AREAS OF RESPONSIBILITY

1.0. Tenant's responsibilities

1.1. Mould can be caused by condensation and may adversely affect your health and our property. Tenants are responsible for making sure that the way they live their lives does not cause significant amounts of condensation that results in mould growth.

1.2. Condensation is caused by:

- Humidity of indoor air
- Low temperature
- Poor ventilation

1.3. Mould caused by condensation is usually black and typically grows in bathrooms, kitchens and bedrooms.

1.4. Support available to help you:

- You can find advice about how to prevent or reduce condensation in our document "preventing damp in your home" available via the website - Go to the Stroud District Council website, Tenant Services area (www.stroud.gov.uk).
- Contact our Repairs Advisors on 01453 754852.

2.0. The Council's responsibilities

2.1. We are responsible for insulating your home in accordance with Decent Homes Standard to help reduce the likelihood of condensation occurring.

2.2. We are responsible for maintaining your home to avoid penetrating and rising damp or for carrying out remedial action if these do occur.

2.3. Penetrating and rising damp is typically misdiagnosed, but can sometimes be caused by:

- Lateral rain penetration
- Condensation or entrapped moisture
- High ground levels
- Bridging of damp proof courses
- Defective rainwater goods
- Salt contamination (Hygroscopic salts can absorb moisture from the air and cause staining – REF: Watts Pocket Handbook 2004)
- Water leaks from windows, roof, overflow pipes, gutters or drainpipes, internal plumbing
- Defective or non-existent damp proof course

- Inadequate cleaning and drying after major leaks and bursts or floods
- Penetrating or rising damp usually leaves a tide mark

PART 4 - TRAINING

- 1.1. We will ensure that all of our staff and contractors have training to raise awareness and create a good understanding of this policy.
- 1.2. We will ensure that all of our staff, other relevant Council staff (visiting officers) and contractors have training to raise awareness of and create a good understanding of damp and mould issues, related issues (i.e. health), causes and measures to combat these.

PART 5 - DAMP AND MOULD

1.0. Preventative Work

- 1.1. To reduce the occurrence of condensation, damp and mould in our homes we will:
 - Promote information about how to reduce condensation.
 - Identify a list of components most likely to cause damp.
 - Liaise with our contractors to monitor these items and when officers carry out repairs visits and arrange to replace any components where the condition has deteriorated and may result in damp.
 - Highlight any areas of concern at the time of each stock condition survey.
 - Carry out work to fix any problems that are found.
 - Tackle fuel poverty through a range of initiatives set out in the Energy Strategy, starting with those who are most vulnerable and in need. These include, replacing inefficient heating with traditional or renewable heating, insulation programmes and whole property 'retrofit works' which address all areas which affect the warmth of your home.
 - Investigate the possibility of providing secure drying areas in communal flat blocks to reduce the need to dry washing on radiators or inside flats.
- 1.2. We aim to carry out a stock condition survey for each property every 5 years and would like to work towards a property MOT system within the next 5 years.
- 1.3. Review each damp and mould works order raised after 6 months to see if the proposed solution has been effective.
- 1.4. All Maintenance teams to follow damp and mould policy to prevent damp and mould by tackling issues when involved with works on the property.

2.0. Reactive Work

- 2.1. When you contact us in relation to a damp and mould issue we will:
- Complete a property and diagnostics questionnaire with you by telephone when you report a problem to ensure we have enough information and can keep records.
 - If the outcome shows that condensation is likely to be causing the problem we will discuss ways in which you can make changes to improve the situation
 - If the outcome shows that damp is likely to be present in your home, we will
 - fix the problem if it is our responsibility and to advise the tenants of how to resolve the issue if it is a lifestyle issue and not a problem with the building
 - carry out a full property service which reviews things like heating, pipes, rainwater goods, damp proof course and loft insulation where the problem is not as easy to identify
 - Carry out a full property survey, including an inspection of cavity wall insulation, thermal imaging, take damp and humidity measurements and carry out an underground survey via CCTV if appropriate
- 2.2. We will evaluate the results of the survey to establish the cause of the problem and advise you of the remedial action we will take, steps you should take and any further work that is required in the future, together with a timeframe for this.
- 2.3. Offer a damp and mould leaflet prior to each visit arranged in connection with these issues.

PART 6 - VALUE FOR MONEY

- 1.1. Fixing damp and mould once it has taken hold of a property can be extremely costly. By enhancing stock condition surveys to include a full property service as well monitoring any potential causes of damp and mould during day-to-day visits, the cost to the service should reduce.
- 1.2. A full property service may also reduce reactive repairs unrelated to damp and mould issues.
- 1.3. There could be a financial implication to SDC if property services are introduced because we may pick up a greater number of repair items that residents may not be aware of.
- 1.4. The cost to other public services such as the health service will reduce by improving living conditions.