

1. We want to do everything we reasonably can to make sure our residents stay safe, healthy and well in their homes. Damp and mould are issues which can have a serious impact on the health and well-being of our residents, and cause damage to homes.
2. This policy sets out our approach to dealing with damp and mould in our homes and communal areas. It covers the services we provide to residents who rent their home under a tenancy agreement and those who occupy under a licence. For leaseholders, we will meet the responsibilities as set out in terms of the lease.
3. This policy reflects the statutory requirements, including the timeframes, as set out in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, also known as Awaab's Law, which came into force on 27 October 2025. The primary legislation for Awaab's Law was introduced through Section 42 of the Social Housing (Regulation) Act 2023.
4. We have separate policies on:
 - Reasonable Adjustments
 - Responsive Repairs,
 - Decants and
 - Disrepair Claims.

The Guinness Policy

5. Our policy is that we will:
 - Provide dry, warm, healthy and safe homes for our residents which are free from damp and mould
 - Take preventative action to ensure the fabric of our homes is protected from deterioration and damage resulting from damp and mould
 - Treat residents reporting damp and mould with empathy and respect, ensuring that their concerns are always listened to and taken seriously
 - Take into account the individual circumstances of the resident in order to understand the impact of damp and mould and the risk of harm it poses to them
 - Communicate with residents clearly and regularly throughout, outlining planned actions, expected timeframes, and any steps they may need to take, including information on how to keep safe
 - To comply with Awaab's Law:
 - Investigate potential emergency hazards and, if the investigation confirms an emergency hazard, undertake relevant safety work as soon as reasonably practicable, both **within 24 hours** of becoming aware of the potential emergency hazard
 - Investigate potential significant hazards within **10 working days** of becoming aware of them and, if the investigation identifies a significant hazard, undertake relevant safety work within **5 working days** of the investigation concluding
 - Begin, or take steps to begin, any supplementary preventative work to prevent a significant or emergency hazard recurring within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard. If we cannot take steps to begin works in **5 working days** we will do so as soon as possible, and work will be physically started **within 12 weeks**.
 - Investigate potential moderate/minor hazards and complete any necessary repair works within 20 working days of becoming aware of them
 - Carry out further investigations, as required, to determine the extent of, or underlying cause of, the hazard
 - Provide a written summary of the findings of any investigation within 3 working days of the investigation concluding, as required

- Provide suitable alternative accommodation for the household if relevant safety work cannot be completed within specified timeframes
- Maintain clear and accurate records of all reports received, including the date, nature of the issue and actions taken
- Comply with all legislative, regulatory and contractual obligations, including tenancy and lease Agreements
- Make reasonable adjustments for people with a disability.

Background

6. The policy supports the delivery of the following strategic objectives:
 - Maintaining and improving the quality and safety of our homes
 - Delivering a good repairs service that is reliable, timely and effective
 - Meeting our legal and regulatory requirements.
7. An explanation of damp, mould and condensation, including potential causes, is included at Appendix 1. Appendix 2 contains an explanation of key terms used in this Policy, and Appendix 3 outlines damp and mould hazard criteria.

Further detail

Preventative action

8. We will take action to identify homes that have, or may be at risk of developing, problems with damp and mould. We will use data on our households and homes to help us understand the risk profile in relation to damp and mould. We will prioritise preventative action in homes occupied by residents with known vulnerabilities, such as health conditions or mobility needs.
9. Environmental monitoring systems may be used to understand the condition of our homes. These systems may help to monitor factors that may increase the risk of damp and mould in our properties. We will maintain clear records of monitoring data and inspections to support compliance and continuous improvement.
10. We will seek to mitigate any increased risks of damp and mould arising as a result of our retrofit work to decarbonise our homes.
11. When a property becomes vacant, and prior to re-letting, we will seek to identify and remedy any issues which may cause damp and mould. This may 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.
12. We will provide information on our website, and through other channels, to raise awareness about the causes of damp and mould. This will include details about how everyday activities in the home can generate condensation and what residents can do to help prevent damp through, for instance, ventilation, controlling the build up of moisture and adequate heating. Where there is mould growth, we will provide advice on how this could be treated.

Reporting damp and mould

13. Residents who rent their home under a tenancy agreement or occupy under a licence are responsible for telling us as soon as possible after noticing a potential issue, and we will encourage them to do so.
14. We want to make it as easy as possible for all our residents to report a potential damp and mould issue. Residents can report an emergency hazard including by Livechat, telephone (0303 123 1890) or, for residents with hearing or speech difficulties, text relay (Text 18001 0303 123 1890).

15. We may also become aware of potential damp and mould hazards through other means, including:

- Routine inspections or visits
- Staff observations
- Investigations into related issues
- Environmental monitoring systems
- Reports from contractors or third parties, or
- From regulators and statutory bodies.

Hazard categorisation

16. Once a potential hazard is identified (regardless of the source) we will assess whether it is an emergency hazard, significant hazard or moderate/minor hazard. We will also do so where there is a material change to a potential hazard (that is, a change in the original reported circumstances).
17. In determining whether a hazard is an emergency, significant or moderate/minor hazard, the factors we will consider include:
- The nature and severity of the issue
 - The location of the issue within the property
 - Whether the issue could cause immediate harm to a resident or any household member, regardless of vulnerability
 - The resident's individual circumstances, including age, physical and mental health, and any other relevant vulnerabilities
 - Seasonal or environmental factors that may increase the risk
 - Any other information we hold or receive about the resident, their household members, or the property.
18. We will not make assumptions about the causes of hazards. All reports will be thoroughly investigated.
19. Residents are not expected to determine the severity of the hazard. We will make that assessment based on the information provided and the resident's circumstances.
20. We will not require a resident to provide medical evidence for a hazard to be deemed an emergency or significant, although we take this into account if it is provided.
21. The date we first become aware of a potential hazard, or a material change to a potential hazard, will be formally recorded and used as the starting point for all required investigation and response timeframes. Where we receive a report from a third party, the timeframes set out below will begin from the date of that notification.

Emergency damp and mould hazards

22. An emergency damp and mould hazard is one that poses an imminent and significant risk of harm to the resident or any household members' health or safety if not addressed quickly (see "Definitions" for the full statutory definition). This could mean, for instance, that prevalent damp and/or mould could be having a material impact on a resident's health, such as their ability to breathe.
23. We will investigate a potential emergency hazard in-person, complete all relevant safety works and make the home safe **within 24 hours** of becoming aware of it. This is an "emergency investigation" under Awaab's Law (see "types of investigations" below).
24. If it is not possible to complete the works **within 24 hours**, we will arrange suitable alternative accommodation for the resident and their household, at our expense, until the hazard is resolved. (Please refer to the section below: "Providing suitable alternative accommodation").

25. Where any supplementary or preventative works are needed, these will begin **within 5 working days** of the investigation concluding. If steps cannot be taken to begin work within 5 working days, (as might be the case if complex surveys are needed, or structural works) it will be done as soon as possible, and work will physically start **within 12 weeks**.
26. As part of the post-repair quality control check, all emergency hazard repairs will be inspected to ensure the works have been completed to the required standard, are satisfactory, and do not pose any ongoing risk to the health or safety of the resident or household members. The outcome will be recorded as part of the case closure process.

Significant damp and mould hazards

27. A significant damp and mould hazard is one that poses a significant risk of harm to the health or safety of the resident or any household member (see “Definitions” for full statutory definition)
28. All investigations of potential significant hazards will be conducted in-person **within 10 working days** of us becoming aware of the issue. This is a “Standard Investigation” under Awaab’s Law (see “types of investigations, below). If, during the investigation, the hazard is deemed to be an emergency, we will follow the emergency response timescales as detailed above.
29. While remote assessments (e.g. via photos or videos) may be used to support the investigation, they will not replace the in-person inspection.
30. If a significant hazard is confirmed, we will:
 - Undertake relevant safety work **within 5 working days** of the investigation concluding; and
 - Begin, or take steps to begin, any further required works **within 5 working days** of the investigation concluding. If steps cannot be taken to begin work in 5 working days (as might be the case if complex surveys are needed, or structural works) this will be done as soon as possible, and work will be physically started **within 12 weeks**.

Moderate/Minor damp and mould hazards

31. A moderate/minor damp and mould hazard is one that presents a potential risk to the health or safety of the resident or any household member, but does not meet the threshold for being classified as significant or emergency. Moderate/minor damp and mould hazards fall outside the scope of Awaab’s Law and therefore the regulations do not apply.
32. We will investigate a potential moderate/minor hazard and complete any necessary repairs **within 20 working days**, in accordance with the Responsive Repairs Policy timescale for routine repairs.
33. If, during the investigation, the hazard is deemed to be significant or emergency, we will follow the relevant timescales and approach as outlined above in accordance with the regulations.
34. Where damp and mould are caused by condensation, we will work with our residents to take appropriate measures to prevent them from occurring. This might include advice about how to control moisture levels or increase ventilation or heating, so that damp levels are kept low. Where we provide such advice, it is important that residents adhere to it and do not take actions that could accentuate any problems e.g. by turning off ventilation systems or sealing over air vents.

New build homes

35. In relation to new build homes, if a warranty provider (such as a developer or builder) cannot carry out repairs within the timeframes set out below, we will make sure the necessary repairs are completed on time by arranging them ourselves

Types of investigations

36. Under Awaab's Law, we are required to carry out one of four types of investigations when we become aware of a potential damp and mould hazard. These are:

Emergency Investigation

37. If we have reasonable grounds to believe an emergency hazard exists, we will carry out an emergency investigation in-person **within 24 hours**. If an emergency hazard is identified during another investigation, emergency timeframes apply immediately.

Standard investigation

38. We will carry out a standard investigation **within 10 working days** of becoming aware of a potential hazard. We will conduct these investigations in-person. The investigation will confirm whether the hazard is emergency, significant or moderate/minor, and identify any works needed to make the home safe and prevent recurrence.
39. If a tenant later reports a material change relating to the hazard, or if we become aware of such a change through other routes, we will carry out a new standard investigation within the same 10 working day timeframe. A material change may include a worsening of the hazard, new or worsening symptoms affecting the tenant's health, or any other development that increases the severity or impact of the hazard. In such cases, the statutory timeframes under Awaab's Law will restart from the point the change is reported or identified. We are not required to respond to repeated or unfounded claims unless there is a material change to a matter already investigated.

Renewed investigation

40. Under the Awaab's Law requirements, this type of investigation is to be carried out if a resident requests an in-person inspection following a remote investigation. They are carried out **within 5 working days** of the request. The timeline resets from the date of the request. A renewed investigation is not required if works have already started or if a further investigation is underway.
41. However, given that all Guinness investigations will be done in-person, "renewed investigations", as detailed in the regulations, do not apply.

Further investigation

42. Where the cause or extent of a hazard cannot be determined through a standard or emergency investigation, we will carry out a further investigation as soon as reasonably practicable. This may involve specialist assessments, such as structural surveys. Safety works will still proceed while further investigations are underway.

Providing written summaries to residents

43. Following the conclusion of an investigation for an emergency or significant hazard, we will send a written summary of findings to the resident **within 3 working days** after the conclusion of the investigation. Where there have been multiple investigations for one issue, we will usually issue a written summary after each investigation.
44. We will not provide a written summary if we've completed all the necessary work to fix a significant or emergency hazard within the 3 working day period. In such cases, we will inform the resident that the works have been completed. However, if relevant safety works have been completed but supplementary works are still needed to address underlying or remaining issues, a written summary will be issued.
45. The written summary will include the following information:
- Confirmation of whether or not the investigation identified a significant or emergency hazard

- A clear description of the nature of the hazard, if applicable
 - Where action is required, the actions to be undertaken and the expected timeframe for both beginning and completion
 - Where no action is required, confirmation that no remedial steps are necessary. The summary will provide a clear explanation supporting this outcome
 - Details on how to contact us for further information or support.
46. 'Action' includes any follow-up investigations, relevant safety works, supplementary preventative works, and provision of temporary alternative accommodation where safety works cannot be completed within required timeframes.
47. The written summary will be sent to residents by email. If email is not available, or the resident has letter as a preferred method of contact, the summary will be sent by first-class post.
48. We will use relevant data, including any accessibility or language requirements, to ensure the summary is clear and understandable. Written summaries will be available in alternative and accessible formats, in line with our Reasonable Adjustments Policy.
49. Where appropriate, we may include involved third parties in correspondence, such as caregivers, resident support groups, or charities, where they are acting on the resident's behalf and with the resident's consent.
50. After we have issued a written summary, we will keep residents informed about the timing and progress of required works until they are completed. Updates will be provided in a timely, clear, and empathetic manner, and may include:
- Confirmation of scheduled appointments
 - Notification of any changes to timeframes or delays
 - Progress updates on safety or remedial works
 - Information about supplementary or follow-up actions.
51. We will provide residents with information about how to stay safe while repairs are underway, where appropriate

Providing suitable alternative accommodation

52. We will provide suitable alternative accommodation at our expense, and in accordance with our Decant Policy, if we are unable to complete relevant safety works within the required remediation period:
- **Within 24 hours** of becoming aware of an emergency hazard, or
 - **Within 5 working days** of an investigation concluding the presence of a significant hazard.
53. This provision will apply to all household members, including children who stay overnight at the property at least once a week, in accordance with the tenancy agreement.
54. We will assess the suitability of alternative accommodation based on the specific needs of the household, including ensuring:
- Adequate space for the tenants, including appropriate number of bedrooms given the household make up
 - Location of the property, considering distance from tenants' workplaces or schools
 - Disability or medical needs are considered to ensure accommodation is accessible for tenants with mobility issues
 - How any pets will be accommodated
 - The expected length of stay in alternative accommodation, for example, a hotel may be suitable for short-term stays, while longer-term arrangements may require a self-contained property.

55. Suitable accommodation may include vacant social housing, private rented homes, or hotels/B&Bs, depending on availability and the needs of the household. The expected length of stay will be a consideration (what is suitable for a few nights may not be suitable for a period of weeks).
56. If a resident declines the offer of suitable alternative accommodation, they may choose to:
- Stay with family or friends, or
 - Remain in their home while safety works are carried out.
57. In such cases, we will:
- Provide clear written information about the risks of remaining in the property
 - Advise on any mitigation actions that may reduce risk (e.g. using a dehumidifier or avoiding certain areas of the home)
58. Let the resident know if no mitigation is possible.
59. Once alternative accommodation is provided, we will:
- Seek to minimise the time residents spend away from their home by completing safety works as soon as reasonably practicable
 - Keep residents regularly updated, at least weekly, on progress and expected return dates, including reasons for any delays
 - Agree and reimburse reasonable costs, such as transport, food, or time off work, where appropriate, and in line with our Compensation Policy.
60. We will continue to provide alternative accommodation until:
- The relevant safety works are completed and the property is safe to return to, or
 - A subsequent investigation concludes that no significant or emergency hazard exists, or no safety works are required, or
 - We are unable to lawfully carry out the works due to lack of necessary consents, or
 - The resident notifies us in writing that they no longer wish to be provided with alternative accommodation.
61. If a resident initially refuses alternative accommodation but later changes their mind, or if there is a material change in circumstances, we will consider offering suitable accommodation again, in line with our wider responsibilities and duty of care.

Access

62. Our tenancy agreements require residents to allow us, or our contractors access to their home to carry out inspections, investigations, and necessary works.
63. We will always aim to agree a suitable appointment time with the resident. However, if we are unable to gain access and the safety of the resident(s) or the integrity of the property is at risk, we will take appropriate and proportionate action to secure access. This may include:
- Making multiple attempts at various times of the day to contact the resident and using different routes if one fails (e.g. phone calls, emails or letters)
 - Making best efforts to engage with tenants and provide information on why access is needed and what they can expect, in a way that meets their needs
 - Taking into account any issues or barriers to allowing access and working with the resident to overcome them
 - Leaving the resident with a notice, where we are unable to gain access to the property, stating that an attempt was made and providing
 - Providing clear information about the importance and urgency of the works

- Offering support where access issues may be linked to vulnerability or other barriers.
64. In relation to an emergency hazard, where we are unable to obtain access by the resident, despite reasonable attempts to do so, we may take legal action to obtain access, including injunctive action. If we are required to gain access this way, we may take action for breach of tenancy or lease and seek to recover our costs.
65. Our approach to gain access will always be guided by the principles of respect, empathy, and resident safety, and we will work with residents to resolve access issues wherever possible.

Superior landlords and managing agents

66. Some of our homes are located within buildings owned and managed by a Superior Landlord or their appointed Managing Agent. In these cases, Guinness may not have direct authority to carry out investigations or repairs to the building's structure or communal areas without the Superior Landlord's consent, as defined by the terms of our lease.
67. While we do not control the timescales or decisions of Superior Landlords or Managing Agents, we remain responsible for ensuring our residents are not exposed to health hazards, including damp and mould. We will take all reasonable steps to escalate issues, advocate for timely action, and keep residents informed throughout the process. Where the Superior Landlord is also a Registered Provider of social housing, we will use reasonable endeavours to make them aware of the potential hazard and statutory timeframes they must comply with under Awaab's Law.

Supporting our residents

68. We recognise that some residents may be more severely affected by damp and mould due to age, disability, health conditions, or other vulnerabilities. Our approach is designed to identify and respond to these risks proactively. We will prioritise investigations and remedial action where vulnerabilities are known or suspected, and ensure that our communication, support, and decision-making reflect the individual needs of each household.
69. We also understand that fuel poverty can contribute to damp and mould in the home. We will provide support to residents, including working with them to make sure they are receiving the welfare benefits they are entitled to; offering access to our Hardship Fund for emergency support with essentials such as heating; and signposting residents to external sources of help, including charities and other agencies.
70. Where homes are overcrowded, humidity will tend to be higher, increasing the likelihood of condensation. We will work with the resident and explore solutions, including housing options, where overcrowding exacerbates hazards such as damp and mould.

Completion of work and on-going monitoring

71. All residents will be issued a completion survey upon case closure to confirm that the necessary works have been completed to a satisfactory standard.
72. Following the closure of a damp and mould hazard case, residents will receive follow-up communication at three, six, and twelve months. This contact will ask the resident to confirm whether the original issue persists.

Responding to complaints and learning lessons

73. If a resident is dissatisfied with our handling of their report of damp and mould, they may complain to us as set out in our Complaints Policy. We aim to resolve complaints as quickly as possible without residents needing to resort to disrepair claims and legal action. Where legal action is taken, we will

follow the Pre-Action Protocol for Housing Conditions Claims so that we may resolve the dispute outside of court to help ensure issues are resolved quicker for customers.

74. In line with our Compensation Policy, we will pay compensation as a result of our failure to deliver the service we have committed to. This may include compensation for quantifiable loss or damage and/or distress and inconvenience caused. Each case will be considered on its own merits, taking into account the individual circumstances of the resident and their household.
75. We will learn lessons from damp and mould cases, review our approach and how we communicate with residents, in order to improve future responses.

Period of review

76. Our review programme is driven by service improvement initiatives, changes to legislation and regulation, evolving good practice, and feedback from customers and other key stakeholders. While we normally review policies every three years, this Policy may be subject to additional reviews in response to changes to government guidance as a result of the implementation of Awaab's Law.

Key legal and regulatory references

- Defective Premises Act 1972
- Landlord and Tenant Act 1985 (Section 11)
- Environmental Protection Act 1990
- Housing Act 2004
- Decent Homes Standard 2006
- Equality Act 2010
- Homes (Fitness for Human Habitation) Act 2018
- Pre-Action Protocol for Housing Conditions Claims (England), 2021
- The Building Safety Act 2022
- Social Housing (Regulation) Act 2023
- Regulator of Social Housing – Safety and Quality Standard 2024
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

Related policies

- Compensation Policy
- Complaints Policy
- Customer Safeguarding Policy
- Data Protection Policy
- Decant Policy
- Diversity & Inclusion Policy
- Health & Safety Policy
- Reasonable Adjustments Policy
- Responsive Repairs Policy

Version number	2.0
Policy approved by	The Guinness Partnership Board
Policy approval date	22 October 2025
Policy effective from	27 October 2025
Policy review date	October 2028

Equality analysis approval date		22 October 2025	
Policy author		Zillur Rahman, Housing Policy Manager	
Lead Director		Scott Morrison, Group Director of Customer Contact and Repairs	
Policy owner		Scott Morrison, Group Director of Customer Contact and Repairs	
Version history			
Version number	Review trigger	Date of approval	Brief description of the main changes
1.0	This is the first version of the policy	5 May 2022	This is the first version of the policy
1.1	Review of the Decants Policy	Amendments made by Darren Collings, Head of Policy & Training, on 20 th September 2023	Amendment to paragraph 18 to refer to the Decants Policy, following its review. “Lead Director” updated. Removal of reference to “Maintenance of Empty Homes Policy” following its withdrawal.
2.0	Cyclical review alongside a review of the policy ahead of Awaab’s Law coming into force from 27 th October 2025	22 October 2025	Updated to meet our statutory obligations under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

Appendix 1 – Causes of damp, mould and condensation

Mould is a type of fungus. It spreads through spores, which are invisible to the naked eye but are in the air around us all of the time and can quickly grow on surfaces where dampness persists or water has formed into a visible covering.

Dampness is an excess of moisture that can't escape from a structure, which can also go on to cause significant damage to the building such as collapsed ceilings and rotten timber elements such as windows and doors.

There are four main causes of dampness in homes in England. It is important to understand the difference between them because they each need different solutions:

- **Water leaks** from defective supply and waste pipework (especially in bathrooms and kitchens) can affect both external and internal walls and ceilings. The affected area looks and feels damp to the touch and stays damp regardless of the prevailing weather conditions. It is the result of a problem or fault with the home, which requires repair. Who is responsible for the repair depends on where and why the leak happens.
- **Rising damp** is caused by water rising from the ground into the home. Water gets through or around a defective damp proof course (DPC) or passes through the masonry that was built without a DPC. Rising damp will only affect basements and ground floor rooms it will be present all year round but can be more noticeable in winter. It is extremely uncommon but is generally the result of a problem or fault with the home, which requires repair. This will usually be Guinness's responsibility.
- **Penetrating damp** appears because of a defect in the structure of the home, such as damaged brickwork, missing roof tiles, loose flashing or leaking rainwater goods. These defects allow water to pass from the outside to the floors, walls or ceilings. Penetrating damp is far more noticeable following a period of rainfall and will normally appear as a well-defined 'damp-patch' which looks and feels damp to the touch. It is the result of a problem or fault with the home, which requires a repair. Who is responsible for the repair depends on what the fault is and where it happens.
- **Condensation** is the most prevalent type of dampness and is caused by moisture in the air (water vapour) inside the dwelling coming into contact with a colder surface, such as a window or wall. The drop in temperature causes liquid water to form on the surface and then soak in. It is usually found in kitchens, bathrooms, the corners of rooms, on north facing walls and on or near windows – all places that either tend to have a lot of moisture in the air, or to be cold generally. It is also found in areas of low air circulation such as behind wardrobes and beds, especially when they are pushed up against external walls.

All homes in England can be affected by condensation because the climate is often cool and wet. Normal household activities also constantly release moisture into the air. Good practice in the home minimises and alleviates condensation, and in many cases will prevent it causing dampness and persistent mould. However on occasion the root cause can be a problem that requires a Guinness repair or an improvement to the home. In others, a different solution may be needed (for example, in cases of severe overcrowding).

Appendix 2 – Definitions

Term	Description
Awaab's Law	Refers to the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 ("the Regulations"). It sets statutory duties for landlords to investigate and resolve significant or emergency hazards, including damp and mould, within defined timeframes. The primary legislation for Awaab's Law was introduced through Section 42 of the Social Housing (Regulation) Act 2023
Emergency hazard	As defined by the Regulations: "A relevant hazard that poses presents an imminent and significant risk of harm to the health or safety of an occupier of the social home" This requires us to undertake relevant safety work within 24 hours of becoming aware of them. Examples include severe mould affecting breathing or major water ingress.
Hazard	Any risk to health or safety arising from a deficiency in the home or nearby land/buildings, as defined under the Housing Health and Safety Rating System (HHSRS).
Household member	Any individual residing in the property alongside the resident, including family members, dependents, or others forming part of the household. Their presence and personal circumstances - such as age, health conditions, or vulnerabilities - will be considered when assessing the impact of damp and mould hazards under Awaab's Law. This ensures that our response reflects the needs of all occupants, not just the named resident.
Imminent and significant risk of harm	As defined by the Regulations: "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 within 24 hours". This is the threshold for categorising a hazard as an emergency.
Investigation	The process of assessing the presence and severity of damp, mould, or other hazards. May be remote or in-person and must be completed within statutory timeframes. Under Awaab's Law there are 4 key types of investigations: Standard, Renewed, Emergency and Further.
Moderate hazard	A hazard that presents a potential risk to health or safety, typically affecting non-primary living spaces or properties without vulnerable occupants. These issues require investigation and action within 20 working days. These fall outside the scope of Awaab's Law.

Potential hazard	An issue that could become a significant or emergency hazard, arising from a deficiency in the home or its surroundings, and not caused by resident breach. These must be assessed promptly.
Reasonably Practicable	Actions that are feasible given the circumstances, including availability of labour, materials, and approvals. Implies timely but not necessarily immediate action.
Relevant knowledge	Information the landlord has or should reasonably have about the health and circumstances of residents, which must be considered when assessing hazards.
Relevant safety work	Urgent remedial actions to eliminate immediate risks from hazards, excluding cladding-related work. May include temporary measures.
Remediation Period	The timeframe within which safety works must be completed after a hazard is identified—24 hours for emergencies, 10 working days for significant hazards.
Repairs	Remedial works required to eliminate or reduce hazards. These must be completed within statutory timeframes.
Required works	Any work necessary to make the home safe from a significant or emergency hazard, or to prevent recurrence. Excludes cladding remediation.
Significant hazard	As defined by the Regulations: “A relevant hazard that poses a significant risk of harm to the health or safety of an occupier of the social home”. This requires investigation within 10 working days of becoming aware of a potential hazard. Relevant safety work must be undertaken within 5 working days of the investigation concluding. We must begin, or take steps to begin, any further required works within 5 working days of the investigation concluding. If steps cannot be taken to begin work in 5 working days this must be done as soon as possible, and work must be physically started within 12 weeks.
Significant risk of harm	As defined by the Regulations: “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 (but not within 24 hours)”.
The Regulations	The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, also referred to as Awaab’s Law.

Appendix 3: Damp and Mould Hazard Criteria

Hazard Type	Criteria Summary
Emergency	Mould covering more than 3m ² in a primary living space (e.g. bedroom or living room); dense black mould; mould affecting vulnerable household members (e.g. age, disability, respiratory condition) even if the area is smaller than 3m ² ; major uncontrollable leaks; leaks contacting electrical systems; or leaks preventing use of the only bathing facility.
Significant	Mould covering less than 3m ² in either a primary or non-primary living space (e.g. bathroom or kitchen); presence of vulnerable household members; speckled or dense black mould; minor uncontrollable leaks or leaks that can be contained without limiting water supply.
Moderate/Minor	Mould covering less than 3m ² with no vulnerable household members; condensation present with or without signs of damp; extractor fans missing or faulty; containable leaks; no visible mould; general damp without leaks or mould requiring survey.