

# Damp, mould and condensation policy

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## 1. Purpose

This policy sets out our approach to proactively and responsively identifying and dealing with cases of damp, mould and condensation, so we can ensure our tenants live in safe, warm and decent home.

Through this policy we affirm our commitment to investigating and eradicating the causes of damp, mould and condensation, to providing support and communication to our residents, using data to help prevent occurrence, and providing education, training and awareness to both staff and tenants.

The policy is applicable to all of our tenants, and all of our staff who visit tenants in their homes, for whatever reason. This policy does not apply to licensees who have been placed by the council in temporary accommodation – there is a separate policy within the homelessness department for this – or shared owners. However, where a licensee has reported unsuitable accommodation standards, an inspection will be carried out by the council’s temporary accommodation service. There is a separate procedure for this.

## 2. Regulatory standards

The Regulator of Social Housing sets out its expectations of registered providers (RPs) through the regulatory standards and consumer code of practice. The tenancy standard sets out specific expectations for RPs in the management of tenure and allocations. The [Transparency, influence](#)

[and accountability standard](#) sets out expectations around information, advice and opportunities for tenants to engage in more meaningful ways on decisions that affect them.

This policy meets the regulatory expectations to:

- treat all tenants and prospective tenants with fairness and respect
- deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants
- use data from across records on stock condition to inform provision of good quality, well-maintained and safe homes for tenants including compliance with health and safety legal requirements, decent homes standards, delivery of repairs
- ensure the approach to assessing and recording the conditions of homes is robust and kept up to date by using information from a range of relevant sources
- ensure that all required actions arising from legally required health and safety assessments are carried out within appropriate timescales
- ensure that the safety of tenants is considered in the design and delivery of landlord services and take reasonable steps to mitigate any identified risks to tenants
- provide effective, efficient and timely repairs, maintenance and planned improvements services for the homes and communal areas we are responsible for

## 3. Responsibilities

### 3.1. Our responsibilities

- to identify homes most at risk of developing damp and mould and proactively identify interventions
- where damp and mould has occurred, identify the correct root cause so that appropriate remedial works are delivered to prevent reoccurrence
- where possible and resources are available, design out damp and mould through capital works or repairs, e.g. provision of additional ventilation or modification of heating systems
- to ensure tenancy officers know their tenants so they can identify those with vulnerabilities that put them at risk from damp, mould and condensation e.g. those with hoarding conditions, overcrowded households etc, and can signpost to information, advice, guidance and support
- to ensure staff across all relevant services are trained in spotting early signs of damp and mould, and alerting housing operations or BTS of potential damp mould or condensation cases.
- to provide easily accessible ways to report cases of damp, mould and condensation
- to ensure our policy complies with all the requirements of Awaabs Law and accompanying guidance
- to support residents in resolving damp and mould where the cause is identified as use and occupation by explaining both verbally and in writing appropriate, clear and practical advice and guidance on steps they should take

### 3.2. Responsibilities of tenants

- to follow the advice and guidance from the council on the prevention of damp, mould and condensation
- to report any concerns regarding damp, mould or condensation at the earliest opportunity

- to provide access for us to carry out inspections and investigations into reports of damp and mould, sometimes at short notice so we can comply with the legal timeframes
- to provide access for us to complete repair works so we can meet our legal time requirements

## 4. Definitions

**‘Awaab’s Law’** means the hazards in social housing (prescribed requirements) (England) regulations 2025.

**‘Common parts’** means parts of a building that are for shared use by tenants and other occupiers of the building (such as a hallway in a block of flats).

**‘Competent investigator’** means a person that, in the reasonable opinion of the social landlord, has the skills and experience necessary to determine whether a social home is affected by a significant hazard or emergency hazard.

**‘Emergency hazard’** means a hazard that presents an imminent and significant risk of harm (see below) to the health or safety of a tenant of the social home

**‘Hazard’** means any risk of harm to the health or safety of an actual occupier of accommodation that arises from a deficiency in the social home or any building or land in the vicinity of the social home and amounting to a hazard under the HHSRS (excluding overcrowding). A full list of hazards can be found in schedule 1 to the housing health and safety rating system (England) regulations 2005.

**‘Imminent and significant risk of harm’** means a risk of harm to a tenant’s health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe within 24 hours.

**‘Potential hazard’** means any issue in a home that could be an emergency or significant hazard, that arises from a deficiency in the social home or any building or land in the vicinity of the social home and is not attributable to a breach of contract by the tenant or to disrepair that the landlord does not have to address because of Section 12 of the Landlord and Tenant Act 1985. In the regulations potential hazards are referred to as ‘relevant matters’.

**‘Relevant knowledge’** - means the knowledge that the landlord has, or reasonably ought to have about the health and circumstances of the occupiers of a social home.

**‘Repairs’** means any remedial works required under Awaab’s Law.

**‘Required works’** means any work in relation to a significant or emergency hazard that is necessary to make the home safe (i.e. to remove the hazard), or to ensure, so far as is possible, that the significant or emergency hazard does not recur. There are some exclusions from this definition which are set out in regulation 4 of the regulations.

**‘Relevant safety work’** means any required work to make a property safe that is not cladding work.

**‘Significant hazard’** means a hazard that poses a significant risk of harm (see below) to the health or safety of a tenant of the social home.

**‘Significant risk of harm’** means a risk of harm to a tenant’s health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency.

**‘Tenant’** includes other occupiers of a home let by a social landlord under a tenancy agreement.

**‘The regulations’** means the hazards in social housing (prescribed requirements) (England) regulations 2025 (also known as Awaab’s Law).

## 5. Policy statement

We recognise the impact that damp and mould can have on the health and well-being of tenants, and damage to its homes. Tackling damp and mould when it arises and prevention is a priority. The aim is to ensure that no one is at risk of harm from damp and mould and to eradicate it where possible.

To achieve this we believe in, and will actively promote, a make every contact count approach – proactively talking to our tenants at every opportunity about the safety, warmth and decency of their homes, and training our staff to have professional curiosity around hazards, health and wellbeing in the home. This is a core principle of this policy.

The council treats all reports of damp and mould seriously and takes a non judgemental stance, with no assumption of lifestyle factors being a cause. We understand the potential health implications if damp and mould are left untreated, especially to the groups that are particularly vulnerable where health impacts are more severe. These health risks include respiratory problems, conditions that impact the immune system as well as the mental health of residents.

Through this policy, we'll work to ensure that our tenants live in a dry, warm, safe and healthy environment which is free from hazards.

## 6. Being proactive and data driven

We will:

- keep accurate, clear and up to date records on our tenants, any vulnerabilities, any circumstances that may make them more at risk of hazards and any required reasonable adjustments
- proactively inspect and assess empty homes to ensure they have sufficient ventilation and heating proportionate to the size of the home and ensure new tenants understand how it works
- take a data driven preventative asset strategy approach to tackle the risk of condensation, damp and mould within the our housing stock portfolio
- explore proactive measures to prevent occurrence and reoccurrence including use of technology

## 7. Education, training and awareness

We will:

- embed a working culture of professional curiosity, where all staff are trained to see hazard awareness and safety as their responsibility and do not blame lifestyle for condensation, damp and mould
- ensure that property management staff and contractors are trained to identify potential causes of damp, mould and condensation so they can advise residents, diagnose and provide solutions
- increase education, training and awareness for tenants, all council officers, councillors and partner organisations through a range of tailored communications

## 8. Identifying the causes of damp, mould and condensation

Any form of damp is the presence of excess moisture that should not be there. The 4 most common forms of damp in buildings are rising damp, penetrating damp, traumatic damp, and condensation. It is important to understand the difference between these as they each need different solutions.

- **rising damp** is water that rises from the ground through the floor and brick walls of a building, around a meter high. causes can include blocked cavity wall voids, pipe leaks, defective guttering and drainage pipes. old buildings are more likely to suffer this type of damp due to the design, construction and building defects.
- **penetrating damp** is where water penetrates the building from the outside to the inside, for example, because of a leak, cavity bridging, a bridged damp proof course, defective rainwater goods/guttering and flashing, and exposure to wind driven rain.
- **traumatic damp** can be caused by leaking water from waste and heating pipes, overflowing baths or sinks, burst or defective pipes or water storage vessels inside the building. it can originate from outside the building, for example from another building or from flooding. it's caused by severe and often sudden housing damage, unlike penetrative damp which usually deteriorates over time.
- **condensation** occurs when warm, moist air touches a cooler surface such as tiles, windows or walls. this is known as the dew point when the air loses its capacity to retain water vapour. it can be seen on a cold glass of water on a hot day, a mirror after a shower, and cold windows in winter. it is usually found in kitchens and bathrooms, north facing walls or windows, areas of coldness, and areas of low air circulation such as behind wardrobes, beds and sofas especially when they are pushed up against external walls. if left for a lengthy period, it can cause damp and/or mould. most homes in the UK are affected by condensation.

Water vapour is generated by people, pets, plants and appliances in our homes and by the evaporation and movement of excess moisture from buildings due to design construction and/or defects. How we live has an impact on the amount of water vapour in the air and contributory factors include more home-based working, overcrowding and fuel poverty.

- **mould** is a type of fungus which spreads through spores. These are often invisible to the naked eye but are in the air around us all the time and can quickly grow on surfaces where there is prolonged dampness or where water has formed.

## 9. Categorising risks

For hazards that are in scope of Awaab's Law there are two potential categories: significant and emergency hazard. Under this policy, we are bound by the regulations for significant hazards relating to damp and mould, and all emergency hazards.

We must respond to significant or emergency hazards as soon as possible and within Awaab's Law timeframes. Depending on the nature of the issue and the circumstances of tenants, we'll prioritise addressing hazards that warrant a quicker response within these timeframes. For example, a broken downstairs window in a property facing a busy road where a child lives could require a faster response than a broken external door in a block of flats occupied by two adults. At all times, we treat Awaab's Law timelines as a maximum threshold and recognise some hazards may require a quicker response.

## 9.1. Significant hazards

A 'significant hazard' is one that poses a 'significant risk of harm' to the health or safety of a tenant of the social home. A 'significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable person with the relevant knowledge would take steps to make safe as a matter of urgency'.

What a 'reasonable person' would do will depend on the circumstances of the individual case and should reflect the nature of the problem, tenants' needs and the scale of works required.

In all cases, we will factor in individual circumstances, including the age and physical and mental health of the tenants to assess the likelihood of harm materialising and the potential severity of that harm in the specific circumstances. We do not believe a tenant has to have a specific vulnerability for a hazard to be deemed a significant hazard: some hazards can pose a danger to anyone. We do not require tenants to provide medical evidence, although we will always take this into account if it is provided.

## 9.2. Emergency hazards

An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the tenant in the social home. An 'imminent and significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable social landlord with the relevant knowledge would take steps to make safe within 24 hours'. This means issues that could cause immediate harm to the health or safety of tenants if not addressed quickly.

Examples of hazards that could be emergency hazards requiring emergency action include, but are not limited to:

- gas leaks
- broken boilers
- total loss of water supply
- electrical hazards such as exposed wiring
- significant leaks
- broken external doors or windows that present a risk to home security
- prevalent damp and/or mould that is having a material impact on a tenant's health, for example their ability to breathe
- significant structural defects or disrepair

For some of these examples everyone will be potentially vulnerable, such as gas leaks. We will also consider if the risk is likely to be exacerbated by a specific vulnerability in relation to the tenant or other circumstances (e.g. a broken boiler is likely to be a more severe issue in colder months).

## 10. Reporting damp and mould

Tenants and leaseholders are encouraged to report cases:

- by calling **0800 0147 333** (Mon to Fri, 8am to 8pm only)
- by emailing and sending us video or pictures: [Housing.Repairs@luton.gov.uk](mailto:Housing.Repairs@luton.gov.uk)

Our offices have audio induction loops, and if individuals contact us before a visit we can arrange a British Sign Language (BSL) interpreter via contact with Customer Services or call 0800 0147 333.

Reports can be made to any of our staff that tenants may be interacting with, even if they are not directly in the housing operations or repairs service.

We do not encourage reports of damp and mould through social media as these can be missed if other members of the public get involved in the conversation.

## 11. How we respond to reports

Our legal obligations under Awaabs Law begin when we become aware of a potential hazard, or a material change to a potential hazard. This is counted as day zero, with day 1 of our reporting and response timelines beginning the following working day.

Where a report of damp or mould is made to us on day zero, we will undertake a triage process, carry out a risk assessment of needs within the household and the hazards within the home to ensure we properly categorise and respond to the hazards.

- investigate significant hazards within 10 working days, either remotely or in person, always in accordance with a tenants preference
- investigate and respond to emergency hazards within 24 hours

When triaging hazards, we want to know as much about the issues as possible, and we will consider all relevant information about the tenant, which we may have gathered through, for example:

- investigations and any other correspondence with the tenants
- conversations with the tenant when the hazard is first reported
- reports from tenants regarding a health risk or vulnerability (or other information as to the impact of the potential hazard or the risk it poses)
- information received from third parties, for example from medical professionals, social workers or schools

The triage will not factor in the health or safety effects of a hazard on notional or hypothetical tenants, as we would for an HHSRS assessment.

## 12. Investigations

If we have reason to believe a home is affected by a hazard we need to investigate that hazard in order to properly assess and deal with it.

We will ensure an investigation is conducted by a person who (in our reasonable opinion) is competent to do so. This will be a person with the skills and experience necessary to determine whether the home is affected by a significant or emergency hazard. We will use properly qualified specialists to investigate where relevant.

We will carry out one of 4 types of investigation, as set out in the guidance for Awaabs Law: standard, renewed, emergency and further.

### 12.1. Standard investigations

Standard investigations are completed within 10 working days of day 1 to confirm whether or not there is a significant or emergency hazard and, if possible, identify the required work to make a property safe and prevent the hazard from recurring.

Standard investigations can be conducted remotely using video or photo evidence, and facts from previous investigations, unless the tenant specifically requests an in-person investigation. We are only required to conduct repeat investigations where there has been a material change to a matter we are already aware of. This means that we will not be in breach of Awaab's Law if we fail to respond within timeframes to an issue that we have already investigated, unless we become aware that circumstances have changed.

If during a standard investigation we have reasonable grounds to believe there is an emergency hazard, then we must complete the investigation as an emergency investigation, in line with emergency investigation timeframes. Emergency timeframes will start from the point at which the potential for an emergency hazard is uncovered.

## 12.2. Renewed investigations

If a tenant specifically requests an in-person inspection after an investigation has been done remotely, we will carry out a 'renewed' in-person investigation. For potential significant hazards, we must complete the renewed investigation **within 10 working days** of the request, so the timeline for investigation is effectively reset.

We will confirm whether or not there is a significant or emergency hazard and, if possible, identify the required work to make a property safe and prevent the hazard from recurring. Tenants are encouraged to request an in-person inspection in the first instance, if they believe one is required.

For potential emergency hazards, tenants may request an in-person investigation **within 10 working days** if an initial remote investigation concludes there is not an emergency hazard or if the initial investigation finds an emergency hazard but does not identify any relevant safety work to address the emergency hazard.

Under Awaab's Law, we are not required to undertake a renewed investigation if required works to prevent the hazard from recurring have already begun, if relevant safety work under regulation 5 (emergency action), or a further investigation (under regulation 8) is required. However in a case where a further investigation is required we are required to conduct an in-person inspection under the provision relating to further investigations, if the tenant so requests.

## 12.3. Emergency investigations

We will carry out an emergency investigations if we have reasonable grounds to believe that there is an emergency hazard affecting the home. The investigation will confirm whether or not there is a significant or emergency hazard and will, if possible, identify the required work to make a property safe and prevent the hazard from recurring. In these circumstances we will investigate within **24 hours** of forming that belief. Emergency investigations can be done remotely.

If, during a standard or renewed investigation, we come to believe that there may be an emergency hazard, the emergency action requirements begin to apply, and the investigation will be completed as an emergency investigation within **24 hours** of the completion of the investigation that identified the emergency hazard.

## 12.4. Further investigations

There may be circumstances where the standard, emergency or renewed investigation is unable to determine the extent of, or underlying cause of, a significant or emergency hazard. In this

circumstance a further investigation will be completed **as soon as reasonably practicable** to determine what work is required to make the property safe and prevent the hazard from reoccurring. For example, if a property is affected by a damp and mould hazard, the standard investigation may conclude that a structural survey is needed to diagnose the underlying cause of damp. We would still be required to undertake relevant safety work while further investigations are underway, such as providing a dehumidifier and specialist mould wash.

The further investigation will include an in-person inspection if the tenant so requests it (and an in-person inspection has not already been carried out).

If an investigation has identified relevant safety work, we will complete the relevant safety work within **5 working days** of the investigation that concludes there is a significant hazard or **24 hours** of an investigation that concludes there is an emergency hazard, even if a further investigation is pending.

## 13. How we will communicate our findings

Following the conclusion of an investigation (whether that be standard, emergency, renewed or further investigation) we will produce a written summary of our findings and issue this to the tenant within **3 working days**. Day one of this timeline is the day after the investigation concludes. Where multiple investigations are required for one issue, we will issue a written summary after each investigation.

If all required works are completed to address a significant or emergency hazard before the end of the **3 working day** period, a written summary is not required, although we will inform the tenant that the work has been completed. If relevant safety works have been completed but supplementary work is still needed to address underlying issues we will provide a written summary.

### 13.1. Written summary

Regulations specify that the written summary must include the following information:

- whether or not the investigation identified a significant or emergency hazard, and what the hazard is
- if action is required under the regulations, the summary must specify:
  - what that action is; and
  - a target timeframe for beginning and completing that action
- if no action is required, the written summary must specify
  - that there is no action required under the regulations
  - the reasons why there is no action required under the regulations
- information on how to contact us

'Action' includes any follow up investigations, relevant safety work, supplementary preventative works (other than cladding work) and provision of temporary alternative accommodation in circumstances where relevant safety work cannot be completed to timeframes.

We'll ensure our written summaries are a supportive, respectful and empathetic communication to tenants, being clear and helpful for the tenant while also supporting us in demonstrating what action we have taken should a case go to the housing ombudsman or to court.

The target timeframes for beginning and completing actions set out in written summaries are not legally binding: however we will take reasonable steps to keep the tenant informed about the timing and progress of the required works, for example if an appointment to do the work needs to be rescheduled.

## 13.2. Support to tenants with written summaries

We recognise that a written summary is not always the best form of communication for tenants. Through our tenancy audit programme, and connections with tenants through Tenancy Officers, we will maintain up to date information on tenants communication needs and, while required in law to provide the written summary, will also provide a summary in tenants preferred and required communication methods to ensure our findings can be understood. Where we have a approval on record, we will send a copy of the written summary to a named person who is in support of the tenant e.g. caregiver, advocate, relative, support worker etc.

The timeframe of 3 working days is for the summary to be sent by us, rather than received by the tenant, and we will keep records of this to ensure we meet our obligations.

## 14. Completion of works

We recognise that the written summary is not to be relied upon as the only means of informing tenants about the issues in their home and what action they can expect. We will supplement this throughout the process to keep the tenant updated about the timing and progress of required works until they are completed.

Where an investigation has found that a home is affected by a significant hazard and it, or a subsequent investigation, identifies relevant safety work or relevant supplementary preventative work, we will, within **5 working days** of the investigation concluding, complete relevant safety work (using temporary measures if necessary) and, within **5 working days** of the investigation that identifies relevant supplementary preventative work concluding, begin or take steps to begin any relevant supplementary preventative work to ensure the hazard does not recur.

Requirements relating to the beginning of relevant supplementary preventative work apply to emergency hazards in the same way that they apply to significant hazards, although there is a separate, shorter, remediation period to complete relevant safety work to address emergency hazards as set out in Section 9 above.

Before beginning any works, we'll make clear records of the issue causing the hazard, including photographic evidence where necessary; for example, taking photos or samples of mould spores before removing them. We do not expect tenants to undertake work to make their properties safe themselves.

The **5 working day** period begins from the day after the investigation concludes (even if the investigation concludes before the end of the **10 working day** window for completing the investigation). Once the relevant safety work has been completed, we will ensure the property is kept in the condition it is in when the relevant safety works are completed until relevant supplementary preventative work is completed.

Work will no longer be required under Awaab's Law if:

- we have exhausted all reasonable endeavours to obtain consent for the works without which it cannot lawfully be undertaken
- an investigation concludes that a home is not affected by a significant or emergency hazard, or

- an investigation concludes that there is no required work in relation to the hazard in question

## 14.1. Beginning further required works

There may be circumstances where it is not reasonably practicable to begin the relevant supplementary preventative work within 5 working days, for example:

- if we are unable to secure specialist workers to attend the property within 5 working days
- if we are unable to secure the required materials for relevant supplementary preventative work within 5 working days
- if we are unable to secure required approvals, for example from our building control colleagues or Building Safety Regulator, within 5 working days. In cases where approval from the Building Safety Regulator is needed to undertake repairs and required works, we will make an application to the Building Safety Regulator as soon as reasonably practicable
- if we are unable to contract necessary detailed surveys or assessments such as a fire risk assessment or a structural survey within 5 working days

In these circumstances, we will take steps within 5 working days of the investigation concluding to arrange the completion of the relevant supplementary preventative works as soon as reasonably practicable and **within 12 weeks**. For example, by securing an appointment for further specialist investigation or securing specialist contractors for works.

As soon as reasonably practicable means that action must be taken as quickly as it reasonably can be, taking into account relevant circumstances such as the availability of materials and labour.

## 14.2. Exceptions to required works

Required works are subject to limited exceptions, including:

- if the significant or emergency hazard results from damage by accidents or 'acts of god' (e.g. fires, storms, floods), from which we are already exempt from repairing obligations under existing legislation
- if we cannot lawfully carry out the works due to a lack of approval, for example from building control approval or Building Safety Regulator or from the freeholder of the building
- if we cannot, for another reason, lawfully carry out the works
- if the lessee is liable for the work by virtue of their duty to use the premises in a tenant-like manner (or equivalent express covenant)
- any work to repair or maintain anything that the tenant is entitled to remove from the property e.g. white goods belonging to the tenant

Where an exception applies, the work is not required under Awaab's law. However, we will still consider how best to support tenants and will consider our obligations to act under existing policies, procedures or other legislation, and will continue to fulfil our existing duties to keep homes safe and make repairs.

## 15. Hazards that are out of scope of Awaab's Law or that cannot be resolved

There may be occurrences where an investigation under Awaab's Law identifies a significant or emergency hazard but there is no required work under Awaab's Law or the hazard is not in scope of Awaab's Law, for example because it is due to a deficiency in neighbouring land for which we are not responsible. In these cases we are not required under Awaab's Law to temporarily or permanently rehouse tenants. However, we may have other legal and regulatory obligations in these circumstances, outside of Awaab's Law, and may consider temporarily rehousing to keep tenants safe from dangerous hazards whilst sourcing a new permanent home.

If tenants are reallocated to another permanent home, we will make sure the tenants have the same tenancy rights, and the new property is suitable in terms of size and proximity to the original home, schools or places of work.

It should be noted, it is not the intention for Awaab's Law to be used as a mechanism to permanently rehouse tenants for other purposes, for example estate regeneration.

## 16. Securing suitable alternative accommodation

If we are unable to complete the relevant safety work within the initial remediation period (**5 working days from the completion of the investigation that identified the hazard for a significant hazard or 24 hours for an emergency hazard**), we will secure the provision of suitable alternative accommodation at our expense, until the relevant safety work has been completed.

The provision of suitable alternative accommodation will extend to anybody who usually lives in the property as a member of the tenant's family and in accordance with the lease, including children who would usually stay in the property overnight for at least one night a week.

If the tenant rejects the offer of suitable alternative accommodation they can choose to stay with family or friends instead, or choose to stay in their home whilst the property is made safe.

### 16.1. Providing a tenant with suitable accommodation

Where we must secure the provision of suitable alternative accommodation we will take into account the needs of the household to be assess what is 'suitable'. This could include:

- ensuring adequate space for the tenants, including appropriate number of bedrooms given the tenants' family make up
- location of the property, considering distance from tenants' workplaces or schools
- considering disability or medical needs to ensure accommodation is accessible for tenants with mobility issues
- length of stay in alternative accommodation. Accommodation that is suitable for a short period may not be suitable for a longer period.

Provision of alternative accommodation could include accommodation in vacant social housing stock, private rented homes or hotels/bed and breakfasts, but suitability will need to be assessed on a case by case basis.

The requirement to secure the provision of suitable alternative accommodation ends if:

- the relevant safety work is completed

- another investigation concludes that there is no significant or emergency hazard or no relevant safety work
- we can't do the work as we have not been able to secure the necessary consents
- the tenants no longer wish to remain in the alternative accommodation and the named tenant gives us notice of this in writing

Once we have provided the tenant with suitable accommodation, we will:

- endeavour to minimise the amount of time tenants are in alternative accommodation by completing relevant safety works as soon as reasonably practicable
- keep the named tenant updated on progress and next steps. This should include reasons for any delays and when they should expect to return home
- agree with the tenant on what, if any, additional costs and compensation/inconvenience payments there may be to the tenant should they be required to stay in suitable alternative accommodation. This may include reimbursement payments to cover transport and food costs

## 16.2. Tenant refusing alternative accommodation

Tenants may have reasons to decline being moved from their homes, even if temporarily. We'll make the risks of staying in the home clear to tenants, before the end of the initial remediation period or as soon as reasonably practicable thereafter. We'll make it clear to tenants that they have a choice whether to accept or decline an offer of alternative accommodation, the ultimate decision as to whether to leave their home and move into alternative accommodation sits with the tenant(s).

We'll offer suitable alternative accommodation. Should the named tenant refuse alternative accommodation then change their mind, we are not required to provide further offers of suitable accommodation. However, where appropriate we will also consider their wider policies, procedures and duties to keep tenants safe where a tenant has previously refused an offer of alternative accommodation. Where there has been a material change in circumstances, all relevant requirements under Awaab's Law are triggered again, including, where applicable, the duty to provide suitable alternative accommodation'.

Tenants can choose to return to their home at any time, and the requirement for us to secure the provision of alternative accommodation will be brought to an end if the named tenant notifies us in writing that they no longer wish to be provided with it.

If anyone chooses to remain in the property in the period before the relevant safety work is completed (for example if an alternative rehousing offer is declined, or if only part of the household move out), we will provide information on any actions that occupants could take or avoid to mitigate the risk of harm, or let the named tenant know if they do not think it is possible for the occupant to do anything to mitigate that risk.

A named tenant should inform us in writing if they wish to make their own arrangements or change agreed arrangements.

## 17. Decision making, review, impartiality and conflict of interest

Decisions under this policy will be made by employees of the council in accordance with delegated authorities. However, our procedures will ensure all decisions are reviewed or verified by a designated senior officer.

Tenants will be asked when the process starts, whether they (or anyone who lives with them or might reasonably be expected to live with them) are an employee of the council. Where a tenant affirms that they (or a usual household member), is an employee of the council, they will be notified of the process to deal with any conflicts of interest which will involve a senior officer assessing the circumstances and ensuring that it is dealt with impartially without any reference to the relevant employee. The same principle will be applied to relatives of persons who are employed by the council.

All decisions will be made and signed off by a suitably qualified officer (usually the Head of Building Technical Services). To avoid a conflict of interest our constitution does not allow for these decisions to be overturned by elected members, committees or cabinet.

Any appeal decision will be made by a suitably qualified officer who has not been involved in the original decision.

## 18. Complaints and appeals

Tenants will be informed of their right to make a complaint within 12 months of becoming aware of an issue if they think we or any council employee/representative has:

- done something wrong
- behaved unfairly or not politely
- not carried out a service to an agreed standard; or
- not responded to a request for a service within our stated timescale

Complaints should relate to conduct or timescales, rather than the substance of any decision.

We have a complaints process that is compliant with the [Housing Ombudsman Code of Practice](#) for complaints and can be found on our website [Comments, compliments and complaints](#).

Our complaint process allows for further escalation to the Local Government and/or the Housing Ombudsman service if the tenant remains unhappy with the outcome of a stage 2 complaint.

## 19. Compliance, monitoring and assurance

Compliance with this policy will be monitored by periodic reviews of case records by the relevant team manager. We will provide assurance on the proper implementation of this policy through regular self-assessment, internal audit, performance management, quality assurance of compliance with procedures and our risk monitoring work.

We'll keep this policy under review and may amend or replace it from time to time, for example due to legislative or regulatory changes, but will not change the substantive rules in it more than once in every 5 years (unless required to do so by law).

Prior to finalising and adopting this policy, we consulted with tenants as to its contents via the tenant partnership board.

The policy was approved through the democratic process and adopted by the council at the meeting of the executive 6 October 2025.

## 20. Equality, diversity and inclusion

We are committed to promoting equality, eliminating discrimination, and advancing opportunity for all tenants, in line with the [Equality Act 2010](#) and our public sector equality duty (PSED).

We'll apply this policy fairly and consistently, ensuring no tenant is disadvantaged, directly or indirectly on the basis of any protected characteristic, including:

- age
- disability
- sex
- gender reassignment
- sexual orientation
- race (including ethnicity, colour, and nationality)
- religion or belief
- pregnancy and maternity
- marriage and civil partnership

We'll apply this policy in a way that is fair and consistent to all tenants with all exceptional decisions recorded on the register of exceptional decisions.

This policy has been subject to an equalities impact assessment which determined this policy does not directly or indirectly discriminate against any person or group of people because of their race, religion/faith, gender, disability, age, sexual orientation or any other grounds which are set out in our equality and diversity policy or are a legally protected characteristic.

We'll ensure this policy and any supporting procedures do not create an unfair disadvantage for anyone, directly or indirectly through the EIA process.

We'll advise tenants that equalities information will be collected to enable a better understanding of peoples' housing needs and to ensure that no one is discriminated against as a result of the way this policy has been framed, or during the administration of it. Tenants will be informed as to how such data will be used, handled, and stored.

We also recognise the impact of socioeconomic disadvantage, digital exclusion, and intersecting inequalities, and commit to taking a proportionate, trauma-informed approach wherever needed.

To ensure compliance and transparency:

- this policy has been subject to a full equality impact assessment (eia)
- all exceptions to standard practice will be recorded on the register of exceptional decisions, with a clear rationale
- we'll monitor how this policy is applied and analyse outcomes to ensure no group is unfairly impacted in practice
- equalities data will be collected sensitively and used to tailor services, support monitoring, and improve outcomes

Staff will receive appropriate training to apply this policy in a non-discriminatory, inclusive, and culturally competent way. We will regularly review and update our approach to reflect tenant feedback, changes in legislation, and emerging best practice in housing equality.

## 21. Communication and accessible information

We are committed to ensuring all tenants can access, understand, and engage with housing services regardless of their language, literacy level, disability, or communication preferences.

### 21.1. At sign-up and ongoing engagement

All tenants are asked about communication preferences and access needs when they first sign up to a tenancy and at key points during their tenancy lifecycle. These needs are reviewed regularly and at any point the tenant wishes to update them.

### 21.2. Accessible formats

Where standard communication would place a tenant at a disadvantage, we will provide information in alternative formats, including but not limited to:

- easy read
- large print
- audio
- braille
- British sign language (BSL) interpreter
- video relay services
- subtitled or translated video content

### 21.3. Language and interpretation

We will offer translation or interpretation services for tenants whose first language is not English, including telephone-based and in-person interpreters where required. Translated summaries of key documents will be available in the most commonly spoken community languages in Luton.

### 21.4. Delegated authority and consent

Tenants may nominate a trusted person (with delegated authority) to receive correspondence or manage tenancy communications. We will confirm the nominated person's consent to receive and manage information, in line with data protection and safeguarding guidelines.

### 21.5. Digital exclusion and offline access

While many services are available online, we acknowledge that not all tenants have reliable internet access or digital confidence. All policies and procedures will be available in non-digital formats, and assistance will be provided to those needing help to complete digital tasks.

- multiple channels:  
Information and correspondence may be provided via letter, phone, email, secure messaging, or in person, depending on tenant preference and service availability.
- feedback and continuous improvement:

Tenants are encouraged to provide feedback on the accessibility of our communications, and we regularly review our approach in line with best practice and tenant input.

## 22. Data protection

We will hold all information about tenants in a secure manner in line with data protection legislation applicable to us.

We are subject to the information disclosure requirements of the [Data Protection Act 2018](#). The administration of this policy will ensure compliance with this legislation. For further information please reference our [Data Protection policy](#). Tenants will be advised of their right to make a complaint to the office of the information commissioner if they believe we has failed to fulfil its obligations and responsibilities as set out in the [Data Protection Act 1998](#).