

Damp and Mould Compensation – Summary

Town & Country Housing insures the buildings we own, but we do not insure your personal belongings. We'd advise that you take out contents insurance to cover any loss of your personal belongings from theft or accidental damage.

Examples of accidental damage could include an unexpected leak, burst pipe, or bad weather conditions which cause damage to our buildings.

When compensation may be paid for damage caused by damp and mould:

Compensation may be paid when personal belongings have been damaged, but only if we didn't act in-line with our Repairs Policy.

To be considered for compensation, tenants must have notified Town & Country Housing of the problem as soon as reasonably possible and taken all reasonable steps to avoid damage to items - for example, moving furniture away from a leak or a damp wall.

Town & Country Housing must also agree that we have either failed to act quickly enough and/or not taken the right steps to fix the issue, or that the issue has occurred because of something we've done wrong.

Our complaints process will usually decide whether something is Town & Country Housing's fault.

When Town & Country Housing agrees to consider a claim for damage to personal belongings we will ask for evidence of the damage, and the age and value of the item damaged. This is so that we can properly and fairly agree a compensation amount.

Please note, in most cases Town & Country Housing will not pay compensation on a new for old basis.

Replacement items or repairs to damaged items might also be offered rather than a cash settlement. Large claims, or claims where we do not agree liability, may be referred to Town & Country Housing's insurers instead of being dealt with under the compensation policy.

As well as compensation for damaged items, discretionary compensation may also be awarded if Town & Country Housing have failed to act on a report of damp and mould promptly* and this has caused distress and/or inconvenience.

Discretionary compensation is calculated on a case-by-case basis and where Town & Country Housing agrees that we have failed to take reasonable action in-line with our policies.

Please note: If a discretionary compensation payment is made and you have rent arrears, then the money will usually be paid directly into your rent account to clear the arrears before any remaining amounts are paid into your bank account.

* Timescales for works will depend on the individual issue but all repairs should receive an initial appointment within 28 days if a convenient appointment can be agreed with the resident in that time period.

When compensation may not be paid:

Compensation is not provided for items that could easily have been moved out of the way of damage. For example, if mould appears on a wall, we expect you to tell Town & Country Housing straight away, and to reasonably remove all items, including clothing, away from the area while waiting for Town & Country Housing to attend and treat the problem within 20 working days (in-line with our Repairs Policy).

If you are unable to move items, please discuss this with us when reporting the problem.

If damage occurs to items that could not be reasonably moved, and Town & Country Housing agrees there has been a failure on our part, we will always see if the items such as carpets, beds or wardrobes can be cleaned or repaired before we consider replacing them.

We cannot make any assessment about if, or how, damp and mould may have affected you or your family's health. If you feel you have a personal injury claim, this would be dealt with under the TCH Public Liability Insurance Policy.

For more details and information, please see our full [Compensation Policy](#).