Awaab's Law: Guidance for landlords in Scotland

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Scottish Government
Riaghaltas na h-Alba

Contents

1. Introduction 2
Context 2
Purpose and status of guidance 3
2. Scope 4
Requirements 4
Exceptional circumstances 7
Record keeping 8
3. Awareness and assessment of damp and mould 9
Defining damp and mould 9
Rising damp 9
Penetrating damp 11
Condensation 12
Traumatic damp 13
Becoming aware of an issue 14
Assessing whether a home is 'substantially free' 15
People who may be more vulnerable to damp or mould 17
4. Investigation process 18
Conducting an investigation 19
Complex investigations 19
Subsequent reports of damp or mould 20
Access 21
5. Written summary 22
Required information 22
6. Repair Work 23
Where no repair work is required 24
7. Enforcement 25
Annex A: Publicly provided Gypsy/Traveller sites 26
Annex B: Temporary accommodation 27
Annex C: Example written summary 28
Annex D: Blank written summary 30
Annex E: Tenant information sheet 33

1. Introduction

1.1 The Investigation and Commencement of Repair (Scotland) Regulations 2026 will come into force on **6 October 2026**. From this date, social and private landlords in Scotland will be required to investigate reports of **damp or mould** and commence any required repairs within set timescales.

Context

1.2 Damp and mould can have a significant impact on people's physical and mental health, and certain individuals may be particularly vulnerable to their effects.

1.3 The Scottish Government committed to introducing "Awaab's law" – named in memory of two-year-old Awaab Ishak who died as a result of a severe respiratory condition due to prolonged exposure to mould in his home in England.

1.4 The Investigation and Commencement of Repair (Scotland) Regulations 2026 ("2026 Regulations") introduces duties to investigate and commence repairs related to damp or mould in Scotland. The 2026 Regulations sets clear timescales for investigating a report of damp or mould and commencing any required repairs.

1.5 This builds upon landlords existing statutory duties under the legislative framework, including but not limited to:

- Housing (Scotland) Act 1987
- Housing (Scotland) Act 2001
- Housing (Scotland) Act 2006
- The Scottish Secure Tenants (Right to Repair) Regulations 2002
- Housing (Scotland) Act 2010

1.6 It is important that landlords and tenants work collaboratively and update each another on advancements. Tenants should raise concerns with their landlords as soon as possible, and landlords should look to respond promptly and compassionately, working together to rectify the problem.

Purpose and status of guidance

1.7 This guidance is intended to assist social and private landlords to comply with their duties under the 2026 Regulations. In determining whether a house meets the standards of repair under the Repairing Standard, private landlords must have regard to this guidance. There is no statutory requirement for social landlords to have regard to this guidance under the Right to Repair Scheme. The Scottish Housing Regulator will have due regard to this guidance when it is monitoring, assessing and reporting on landlord's performance. The guidance will also be of use to tenants as a point of reference and others who have a role in the renting, repairs and compliance process.

1.8 This guidance is not exhaustive. Every case of damp and mould is unique, and landlords are required to apply their own judgment based on individual cases - seeking specialist support as necessary and ensuring compliance with the regulations themselves.

- **Chapter 2** outlines the scope and key legislative requirements of Awaab's Law.
- **Chapter 3** defines damp and mould and aims to support investigators in their assessment of substantial damp and mould.
- **Chapters 4 and 5** provide an overview of the investigation and written summary processes.
- **Chapter 6** details considerations for making a home safe, including considerations for when no repair is required.
- **Chapter 7** concludes with an overview of the enforcement processes.

1.9 Case studies and graphics have been provided for illustrative purposes only.[1]

[1] Some images have been generated using AI tools as a representation of potential mould/damp instances in a domestic setting, whilst retaining anonymity.

2. Scope

2.1 The Investigation and Commencement of Repair (Scotland) Regulations 2026 apply to all accommodation in Scotland that falls under the Right to Repair Scheme or the Repairing Standard.

2.2 The Right to Repair Scheme applies to accommodation provided under a Scottish secure tenancy or short Scottish secure tenancy.

2.3 The Repairing Standard applies to any tenancy of a house let for human habitation except the tenancies specified in section 12(1) of the Housing (Scotland) Act 2006. Occupancy arrangements or agreements are not classed as tenancies and so are not caught by the Repairing Standard. Mobile homes are not classed as houses and are not therefore caught by the Repairing Standard – however, similar protections are afforded to Gypsy/Traveller site accommodation through the Minimum Standards. See Annex A.

2.4 The obligations apply if the damp or mould is part of buildings for which the landlord is responsible, and the repair is the responsibility of the landlord.

Requirements

2.5 From 6 October 2026, social and private landlords must:

- Ensure that a competent person **investigates reports** of damp or mould **within 10 working days** of becoming aware of them.
- **Produce a written summary** of investigation findings and provide this to the tenant or their representative **within 3 working days** of the investigation concluding.
- If the investigation determines **substantial** damp or mould, the landlord must ensure **repair work is commenced within 5 working days** upon conclusion of the investigation.
- Upon commencement, **social landlords must ensure the repair is completed** within a maximum period of **20 working days**. Private landlords must ensure the repair is completed as soon as reasonably practicable.
- **Ensure the house will continue to be substantially free** from damp and mould, as far as reasonably practicable.

2.6 The timelines set by the 2026 Regulations are the maximum statutory timelines in which landlords must act once they are notified of damp or mould. Landlords should continue to ensure that repair work is undertaken as quickly as possible. In instances where legislation requires a quicker response, the quicker timeframe must be adhered to. For example, if substantial damp and mould is a result of a significant leak in a social tenancy, as per the Right to Repair Scheme, social landlords must complete the qualifying repair to rectify the leak within 1 working day. Further work to ensure the home is safe from damp and mould would still be required and would fall within the Awaab's Law timescales above.

2.7 Landlords must ensure that the investigation is carried out by a **competent person**. This means a person who, in the reasonable opinion of the landlord, has the skills and experience necessary to determine whether the house is **substantially free** from damp and mould, and if not, whether any repair work is required. Further guidance on the investigation process is outlined in chapter 4.

Awaab's Law Process

Step 1: Awareness
Day 0: Landlord becomes aware of damp / mould

Step 2: Investigate
Complete an investigation within 10 working days

Step 3: Written summary
Produce a written summary of investigation findings within 3 working days of investigation concluding

Step 4: Assessment	
Home is NOT substantially free from damp/ mould: continue steps	Home IS substantially free: no further work required under Awaab's Law

Step 5: Commence repairs
Commence repairs within 5 working days of investigation concluding

Step 6: Complete repairs	
Social landlords complete repairs within 10 working days	Private landlords complete repairs as soon as possible

Step 7: Preventative measures
Ensure the home continues to be substantially free from damp / mould, as far as reasonably practicable

Exceptional circumstances

2.8 If a landlord is unable to comply with the timescales outlined in paragraph 2.5 due to circumstances beyond **their control**, they must **notify the tenant** confirming:

- the specific duty that they are unable to comply with and the reason(s) why they are unable to comply; and,
- A revised timeframe in which they will be able to comply with the duty.

2.9 The notification should be sent using the usual method of communication between the landlord and the tenant. Landlords must also ensure they account for their tenants' needs, in line with the Equality Act 2010. This could include providing information in another language, using large print and more.

2.10 In addition to notifying the tenant, the landlord must ensure that, until they are able to comply with the duty, reasonable steps are taken where practicable to minimise the extent to which the house is affected by damp or mould.

2.11 The reasonable steps taken will depend on the particular circumstances and the information available at the time. These steps may include temporary repairs like mould removal, temporary extractor fans or temporary sealants for leaks where identified and safe to do so. They may also include other interim measures such as monitoring the situation where further investigation is necessary.

2.12 Examples of circumstances that may be beyond the control of a landlord include (but are not limited to):

- Severe weather or travel barriers that prevent safe or timely access.
- Illness and bereavement, applicable to both landlords and tenants.
- Unexpected contractor or supply chain barriers.
- Unable to access a property despite reasonable attempts made.
- Unforeseen delays in seeking approvals and/or permissions from external bodies.

2.13 If a landlord anticipates being unavailable for a prolonged period of time, they should look to make alternative arrangements to comply with the duties.

Example:

Tenant A contacts their landlord (Landlord A) to report large patches of mould on their living room ceiling and a strong, musty smell.

Landlord A reviews the report the following day and contacts several damp and mould specialists to arrange an inspection. Due to an unexpected shortage of specialist contractors in the local area, no contractors are available to attend within 10 working days.

Landlord A writes to Tenant A explaining that they are unable to meet the 10-working-day investigation timescale due to contractor availability issues beyond their control. The landlord explains the steps taken and confirms that the earliest available appointment is in 20 working days. The tenant agrees to be available on this date.

The landlord organises the appointment and agrees to contact the tenant regularly and review the situation if the condition of the property worsens before the inspection.

Record keeping

2.14 Landlords can delay compliance with Awaab's Law duties if they can prove that, due to circumstances beyond their control, they were unable to comply [see 'Exceptional circumstances'].

2.15 If a tenant raises a complaint against their landlord for breaching Awaab's Law duties, landlords will need to provide evidence of their compliance or evidence of why failure to comply was beyond their control. Landlords are therefore encouraged to retain clear records of all attempts to comply with Awaab's Law duties.

2.16 Landlords must also continue to ensure they adhere to the UK General Data Protection Regulation UK (GDPR) and the Data Protection Act 2018 as necessary.

3. Awareness and assessment of damp and mould

3.1 Damp and mould can have a significant impact on the health and wellbeing of tenants and the fabric and structure of a property. The longer the damp or mould is left untreated, the greater the risk becomes.

3.2 Impacts to health and wellbeing can include respiratory affects, skin irritation or rashes, and poor mental health. This can be particularly acute for certain groups of people [see 'People who may be more vulnerable to damp and mould'].

3.3 Unresolved damp or mould can also necessitate more extensive, and therefore costly repairs.

Defining damp and mould

3.4 Damp in a property is a result of excess moisture. This can cause a fungus called mould to grow. Awaab's Law applies to all types of damp and mould.

Rising damp

3.5 **Rising damp** is the vertical movement of moisture from the ground into the fabric of a building. This can affect any part of the building in contact with the ground. Rising damp will not normally rise higher than around 1.2 meters above ground level. It will therefore only affect the ground floor of a building. This will typically be a structural issue and the responsibility of a landlord to resolve.

3.6 Example causes:

- Absence of a damp proof course in older houses, in chimneys and hearth areas and basements.
- Ground level raised next to wall, presence of material/earth against the wall.
- Damaged or deteriorated damp proof course.
- Inappropriate repair to damp proof course.
- Rising water table.

3.7 Potential indicators:

- Exterior walls
    - discoloured or crumbling bricks or stonework near the ground.
    - moss growth near the bottom of the wall but above the damp proof course.
- Interior walls
    - horizontal tidemark.
    - flaking or bubbling on plaster, paintwork or wallpaper on lower wall surfaces.
    - skirtings affected by rot.
- House interior
    - moist smelling odour possibly coming from the carpets.
    - visible fungi or rot on lower surfaces.
    - damp carpets.
    - rotten, discoloured, crumbling or deteriorating wooden floor.



*This image has been generated using AI tools and is a representation of generic, potential indicators of rising damp/mould in a domestic setting.

Penetrating damp

3.8 **Penetrating damp** is moisture which enters a property from outside because of a defect in part of its structure. There may be defects in the roof, the exterior walls, rainwater gutters and down-pipes, or missing flashings. It is usually the responsibility of a landlord to fix. Penetrating damp can be more complex to identify.

3.9 Example causes:

- Damaged, displaced or missing roof tiles or flashings.
- Defective, missing or blocked guttering and down pipes.
- Crumbling, loose or missing pointing.
- Inappropriate repairs using concrete instead of mortar.
- Cracking which lets water enter the internal fabric.

3.10 Potential indicators

- Exterior walls
    - discoloured, darkened patches or mould growth on walls.
    - plant growth from gutters, or in cracks in structure.
- Interior walls and structures
    - damp or discoloured patches on walls and ceilings.
    - loose or bubbling wallpaper, flaking paintwork, soft plaster.
    - rot on internal roof-space and wooden structures.
- House interior
    - bad, musty odour.
    - fungus growth on walls, carpets.



*This image has been generated using AI tools and is a representation of generic, potential indicators of penetrating damp/mould in a domestic setting.

Condensation

3.11 **Condensation** is caused by warm moist air coming into contact with a colder surface. The colder surface causes the amount of moisture the air can hold to be reduced, and as a result the moisture "condenses" out onto the wall. This process forms pure water which allows mould to grow. This can be caused by a combination of factors. There may be steps that a tenant can take to help reduce condensation in their home.

3.12 Example causes:

- Inadequate heating, ventilation or thermal insulation.
- Overcrowding.
- Poor air circulation.

3.13 Potential indicators

- Water droplets on windows, walls or ceilings.
- Visible fungi.



*This image has been generated using AI tools and is a representation of generic, potential indicators of condensation/mould in a domestic setting.

Traumatic damp

3.14 **Traumatic damp** is typically dampness caused by sudden and severe events.

3.15 Example causes:

- Leaking water from waste and heating pipes.
- Overflowing baths or sinks.
- Burst pipes.
- Defective water storage vessels.
- Flooding from another building.
- Environmental flooding.



*This image has been generated using AI tools and is a representation of generic damp/mould in a domestic setting that could be caused by a burst pipe or leak.

Becoming aware of an issue

3.16 Awaab's Law duties begin as soon as a landlord becomes aware of a potential damp or mould issue. A landlord can become aware of an issue in a variety of ways; it is not solely dependent on a tenant making a report. For example, a landlord may become aware of a potential issue:

- During a routine inspection or visit.
- When conducting a separate repair issue, such as a dealing with a burst pipe or investigating any fixtures, fittings or appliances provided by the landlord.
- Being notified by a third party, including contractors and housing support staff.
- A tenant raising an issue, or someone raising an issue on their behalf.

3.17 Some landlords may already utilise environmental sensors to track temperature, humidity and carbon dioxide within rooms, helping to identify damp and mould risks. This technology is a valuable tool for identifying potential risks and prompting investigations. However, risk notifications and readings do not confirm the actual presence of damp or mould and therefore does not equate to a landlord being made aware of an issue. Landlords are encouraged to investigate consistent readings promptly.

3.18 It is important that landlords and tenants work in collaboration to ensure that damp and mould issues are swiftly raised. Early action helps to prevent health risks to tenants and damage to the property. Landlords should therefore support tenants to understand the importance of early reporting and the most effective way they can report issues. A standard information sheet for tenants is available at Annex E which landlords can utilise and supplement if desired.

3.19 Landlords must not make assumptions that reports of damp or mould are caused by the tenant's actions. For example, landlords must not dismiss or fail to investigate a report on the assumption that the problem is condensation attributable to tenant behaviour. Everyday tasks, like cooking, bathing, washing and drying laundry are unavoidable and should not be blamed for substantial damp or mould growth.

3.20 If an investigation determines that household factors are primarily influencing the reported issue, landlords should work collaboratively with tenants to understand the circumstances, take any necessary action such as providing advice and support to manage this issue, as appropriate. For example, landlords may wish to signpost tenants to advice services for energy or bill support. Record keeping principles, as set out in chapter 2, would still apply.

Assessing whether a home is ‘substantially free’

3.21 Once a landlord has been made aware that a home may be affected by damp or mould, an investigation is required to determine whether the home is substantially free from damp and mould and whether any repair work is necessary. This must be conducted by a person with the necessary skills and experience within 10 working days.

3.22 A framework has been outlined below to aid an investigators assessment of whether a home is substantially free from damp and mould. This considers the exposure, persistence and the occupants’ vulnerability to damp and mould as an indication of **potential** severity; damp and mould do not affect everyone equally. Consideration is also given to the likelihood of reoccurrence without intervention.

3.23 This framework is intended to support consistency by outlining a common set of factors that investigators could consider and should not be used in a prescriptive way. Investigators are expected to use their skills and experience to make an informed judgement on whether a home is substantially free from damp and mould on a case-by-case basis, accounting for all relevant factors. The presence or absence of any individual factor outlined below is not, in itself, determinative.

Framework: Assessing whether a home is substantially free from damp and mould

Exposure and Extent:

- Does the damp or mould extend across a large surface area?
- Does the damp or mould extend across multiple patches or rooms?
- Is the presence of hidden moisture or mould suspected – i.e. is a damp, mouldy odour present?
- Is the damp or mould persistent?

If 'Yes' to any of the factors, this could suggest a risk of prolonged exposure to damp or mould.

Heightened Vulnerability:

- Is an inhabitant suspected to be more vulnerable to the effects of damp and mould?

If 'Yes', this suggests that the tenant may be more vulnerable to significant health impacts.

Underlying Cause:

- Is there evidence of structural issues or defects within the property?
- Is inadequate ventilation, insultation or heating issues suspected to be contributing to persistent dampness?

Whilst these factors do not determine severity in isolation, they indicate the likelihood of persistence or reoccurrence in the absence of action.

3.24 There is no set definition of a large surface area of damp or mould as the dimensions of each home differs. However, investigators may wish to consider existing guidance. For example, a house will normally be below tolerable standard if an assessor finds persistent visible penetrating damp which covers an area greater than approximately:

- 10% of the overall wallspace[2] in one apartment in the house; or
- 10% of the ceiling in one apartment in the house; or
- 20% of overall wallspace[3] or ceiling in one or more other spaces in the house.

3.25 Investigators should also be mindful of hidden mould which can grow behind a surface, such as on the back of wallpaper, panelling, ceiling tiles, carpets, vents and more. Caution should be exercised as disturbing mould sites can release a significant volume of spores. This should be addressed by someone with the appropriate expertise.

People who may be more vulnerable to damp or mould

3.26 Whilst everyone can be negatively affected by damp and mould, certain groups of people are more likely to be vulnerable to their effects. This includes but is not limited to:

- People with a pre-existing health and wellbeing condition that could be exacerbated.
- People who have a weakened immune system.
- Pregnant women and women who have recently given birth.
- Babies, children and young people.
- Older people.
- People who are bedbound, housebound or have mobility problems that make it more difficult for them to leave their home and get fresh air.

3.27 Whilst tenants may choose to provide medical evidence, they **are not** required to do so. Landlords should consider the information provided at face value and must comply with UK General Data Protection Regulation UK (GDPR) and the Data Protection Act 2018, noting that UK GDPR places special restrictions on the collection and recording of health data.

3.28 There are existing resources and support services that landlords can signpost their tenants to. This includes information on help with the cost of living crisis.

[2]In a room with four walls of equal size, 10% of the wallspace equals two fifths of the area of one wall.
[3]Other spaces include cupboards, store-rooms, utility rooms and lofts.

4. Investigation process

4.1 Once a landlord becomes aware that a home may be affected by damp or mould, an investigation must be conducted within 10 working days by a competent person. This is a person the landlord deems to have the necessary skills and expertise to determine whether the home is substantially free from damp and mould and whether any repair work is necessary. Whilst no specific qualifications are required, landlords may wish to consider whether the person has:

- Experience of inspecting or treating damp or mould within properties.
- Background in building surveying, housing maintenance, environmental health, construction, property inspection or related fields.
- Sufficient understanding of Scotland's housing standards framework.

Example:
Whilst the Scottish Government does not endorse or recommend particular organisations, firms or consultants, there are various independent sources that landlords may wish to review. The organisations below are provided as examples of sources of information, professional networks and directories that landlords may find helpful.

Chartered Institution of Building Services Engineers (CIBSE) – a chartered professional body for building services engineers, with a wide range of members across the UK. Its website includes directories of member practices and continuing professional development (CPD) providers: CIBSE Directories and Registers

The Property Care Association (PCA) – a trade association representing specialist sectors of the built environment. A searchable directory of PCA members is available on its website: Property Care Association | Supporting Home & Land Owners

The Royal Institution of Chartered Surveyors (RICS) – a chartered professional body for surveyors and other property and construction professionals. Its website includes the 'Find a Surveyor' tool: Surveyors in United Kingdom - RICS Find a Surveyor

Other resources are also available, with many organisations providing training, events and guides. This includes "Putting safety first: a briefing note on damp and mould for social housing practitioners in Scotland", produced jointly by the Association of Local Authority Chief Housing Officers, Chartered Institute of Housing Scotland, the Scottish Federation of Housing Associations and the Scottish Housing Regulator.

4.2 This is not a prerequisite for determining a competent person. Landlords should consider the specific circumstances and the nature of the case reported.

Conducting an investigation

4.3 Investigations should be conducted in person unless an alternative method is justified. In-person investigations enable investigators to directly observe issues that may be missed or misrepresented via photography or self-reporting, and to examine external factors that may be resulting in damp or mould.

4.4 There may be circumstances in which a remote investigation is determined to be appropriate, such as at a tenant's request or when sufficient information has been provided to allow for an adequate assessment of whether the home is substantially free from damp and mould. However, landlords should be mindful of the limitations of remote investigations and maintain clear records of their decision making.

4.5 If damp or mould is present, the investigation must identify whether the home is substantially free from damp and mould. If not, the investigation must determine what repair work is required. This should consider the root cause of the issue.

4.6 An investigation is only classed as complete when an assessment is made as to whether the home is substantially free from damp and mould, and where substantial damp or mould is identified, whether any repair work is required.

4.7 Landlords may wish to triage reports of damp or mould to establish potential severity and whether specialist intervention may be necessary. However, this does not replace the duty or the timescales for investigation.

Complex investigations

4.8 It may not always be possible to determine the cause of the damp or mould and any necessary action to take within a single visit. Damp and mould can be multifaceted, with many factors influencing their growth. Multiple visits or specialist intervention may be required which may not be possible within 10 working days.

4.9 In such instances, this may be considered as Exceptional Circumstances as outlined in chapter 2 and the procedure outlined in that chapter should be applied. Initial findings should be provided, where possible.

4.10 In the meantime, the landlord must ensure that reasonable steps are taken where practicable to minimise the extent to which the home is affected by damp or mould.

Example:
Day 0 – A tenant reports mould growth in the kitchen area. With agreement from the tenant, the social landlord arranges an in-house maintenance expert (investigator A) to visit the property three working days later to investigate.

Day 3 – Upon initial inspection, investigator A finds the extractor fan to be broken, signs of poor ventilation and potential water ingress behind the walls. A further inspection is deemed necessary to explore the potential case of hidden damp.

Day 4 – The social landlord contacts a building surveyor (investigator B) to organise a further inspection; however, the building surveyor is unable to visit the property until two weeks later. As this will take the investigation beyond the 10-working day timescale due to circumstances beyond the social landlord's control, the landlord writes to the tenant to explain that the 10-working day timescale cannot be met due to delays in securing a surveyor and provides a revised timeframe for when Investigator B will visit. An in-house maintenance officer carries out a mould wash while the investigation is ongoing.

Day 13 – Investigator B finds identifies hidden damp resulting from a crack in the external wall.

Day 15 – The social landlord issues a written summary of investigator A and B 's findings to the tenant two working days later, confirming the presence of substantial damp and mould, the causes and the next steps.

Subsequent reports of damp or mould

4.11 Landlords have a duty to ensure that as far as reasonably practicable, the home will continue to be substantially free from damp and mould. This means that the root cause of the damp or mould should be addressed, as far as reasonably practicable. This will help to prevent continuing issues. The root cause of the damp or mould should be established in the investigation.

4.12 If the landlord is notified or becomes aware that the damp or mould has significantly changed since the time of the original investigation, such as the damp or mould spreading, a new investigation is required. The same timescales and processes under Awaab's Law will apply.

4.13 If a tenant disagrees with the outcome of an investigation, they should raise this with their landlord in the first instance. Whilst landlords are not required to re-investigate issues that have already been investigated and where circumstances have not significantly changed, they should ensure they have clear records of their decision making and communicate this to the tenant.

Access

4.14 Landlords should work with tenants to agree a suitable time to enter the property for the purposes of inspection and repair, considering landlord and tenants needs, and work collaboratively to overcome any barriers. This could include working with a representative or advice services and making contact through a variety of methods like email, telephone and letter, or explaining the importance of gaining access. Landlords have rights of entry to view the condition of the house and carry out work for the purposes of complying with the Repairing Standard and Right to Repair scheme. Landlords may also apply to the Sheriff for a warrant to enter if required.

4.15 Landlords should provide adequate notice prior to entering the property in line with the tenancy agreement. If a tenant is unwilling or unable to permit entry, the landlord will not be found in breach of Awaab's Law provided they have made reasonable attempts to comply. See chapter 2.

5. Written summary

5.1 Following the conclusion of an investigation, the landlord must issue a written summary of investigation findings to the tenant(s) or the tenant's representatives within 3 working days after the day in which the investigation has concluded.

5.2 Where multiple investigators have been involved in an investigation, the findings of each investigator must be recorded within the written summary. In such instances, landlords should also ensure the summary is clear, with unambiguous conclusions and next steps.

5.3 The summary must be in a 'written' format and can be issued electronically, by post, in-person or equivalent. Landlords should consider the most appropriate method of communication for their tenant. The timescale of 3 working days relates to when the summary is **issued**, rather than when the tenant receives the information.

5.4 Whilst individuals, like letting agents or contracted staff, may draft or issue the summary on the landlord's behalf, the landlord has overall responsibility for the production and issue of the written summary.

Required information

5.5 Landlords are encouraged to ensure that the written summary is clear and easy to follow. The summary does not need to be exhaustive, but it must detail:

- The name of the persons or organisations who conducted the investigation.
- A brief summary of the investigation process and findings, with explicit confirmation as to whether the house is substantially free from damp and mould.
- Details of any repair work carried out during the visit, if appropriate.
- If substantial damp or mould is identified, confirmation of the work required and a target timeframe for beginning the repair work.
- If substantial damp or mould is not identified, the reasons as to why and, if appropriate, whether any repair work will be conducted through the landlord's own repair policy, procedures or service standards instead (where they exist).

5.6 Landlords should also look to signpost tenants to appropriate information or advice services, as necessary.

5.7 "Repair work" includes temporary safety measures, relevant safety work, specialist intervention, and advice and monitoring.

5.8 An example summary has been provided in Annex C.

6. Repair Work

6.1 Where substantial damp or mould is identified, landlords must commence any repair work within 5 working days after the day in which the investigation is concluded. This could include immediate mould treatment or other temporary remedial work.

6.2 The repair work must ensure that:

- the home is substantially free from damp and mould (i.e. mould spores are safely removed), and
- as far as reasonably practicable, the home continues to be substantially free from damp and mould (i.e. necessary preventative measures are implemented to prevent re-occurrence).

6.3 For social landlords, the repair work to make the home substantially free from damp and mould must be completed within 20 working days from the date the repair work is commenced.

6.4 For private landlords, the repair work must be completed within a reasonable time after the date of the investigation.

6.5 The purpose of the repair work is to ensure the root cause of the issue is sufficiently tackled. For example, a mould wash without any other intervention is unlikely to be considered a suitable repair if it does not ensure the home continues to be substantially free from damp and mould.

Example:
Investigation findings determined the presence of substantial mould in the bathroom due to poor ventilation.

The landlord visits the tenant four working days later to conduct a mould wash and provide guidance on ventilation strategies. This is classed as the repair work commencing. However, recognising the low performance of the existing extractor fan, the landlord also organises for the installation of a higher-capacity fan which is fitted upon delivery two weeks later. This is to ensure the home continues to be substantially free from mould.

6.6 In instances where repair work is unable to be commenced or completed within the above timeframes due to circumstances beyond the control of the landlord, such as lack of contractors or complex structural work, the landlord must adhere to the procedure outlined in Exceptional Circumstances.

6.7 The duty to ensure the home continues to be substantially free from damp and mould only relates to the original damp or mould that was investigated. If the landlord becomes aware that the damp or mould has significantly changed or there is damp or mould in a new location, a new investigation is required and the timescales under Awaab's Law would start at the beginning.

6.8 If an issue reoccurs, landlords should consider whether the root cause has been sufficiently addressed and whether a further investigation may be necessary. Following review, if there is no further action that a landlord can reasonably take, they should communicate this to the tenant and keep a clear record of their assessment and decision making.

Where no repair work is required

6.9 If no substantial damp or mould is identified or if the issue is out with the landlord's responsibilities, no further work is required under Awaab's Law. However, landlords should continue to consider their other statutory duties in relation to housing standards where appropriate to prevent escalating issues.

Example:
There are various sources of information which detail approaches to reducing and prevention of damp and mould within property. For example, the World Health Organisation (2009) guidelines for indoor air quality: dampness and mould, identify key methods for preventing moisture in buildings, including practical methods for new-builds and existing properties. This includes building construction, ventilation, heating, refurbishment measures and more. WHO guidelines for indoor air quality: dampness and mould

7. Enforcement

7.1 Landlords and tenants should seek to resolve any issues through the landlord's formal complaints process in the first instance. Landlords should therefore seek to provide clear communications on the best way tenants can raise concerns.

7.2 If landlords and tenants cannot resolve the issue directly between themselves, escalation routes are available through the existing mechanisms in the Right to Repair Scheme for social tenants and Repairing Standard for private tenants.

Right to Repair Scheme – Social Tenants

7.3 If the landlord does not meet the Awaab's Law timescales for investigation or commencement of the repair, the tenant can claim compensation from the landlord that can amount to an initial sum of £15, and then another £3 compensation for each working day until the repair has been completed.

7.4 The maximum amount of compensation payable by the landlord under this mechanism is £100 for any one repair.

7.5 The current £350 cap within the Right to Repair Scheme, as per the Scottish Secure Tenants (Right to Repair) Regulations 2002, does not apply to the duties to repair damp and mould.

Repairing Standard – Private Tenants

7.6 Where a tenant believes the Repairing Standard is not being met in the house they rent from a private landlord, they can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) ("FTT") for a determination. Where the FTT considers whether repairs have been completed within a reasonable time they will consider whether the landlord has complied with the Awaab's Law timescales.

7.7 The FTT will consider a case and, where deemed appropriate, will enforce repairs by issuing the private landlord with a Repairing Standard Enforcement Order ("RSEO"). It is a criminal offence to fail to carry out repairs required under an RSEO without reasonable excuse. If the FTT decides there has been a failure to comply with the RSEO, the FTT will send a copy of the failure to comply decision to the local authority, who can decide to carry out work and recover costs from the landlord. If there is a tribunal decision that the private landlord has failed to comply with the RSEO, the tribunal may also issue a Rent Relief Order restricting the rent payable until the RSEO has been complied with. A Rent Relief Order is not retrospective.

Annex A: Publicly provided Gypsy/Traveller sites

The 2026 Regulations do not apply to publicly provided Gypsy/Traveller sites that fall outside the scope of the Right to Repair Scheme. While landlords of such sites are therefore not subject to the statutory duties set out in the 2026 Regulations, Annex C which has been added to the Minimum Site Standards Guidance sets out responsibilities we expect landlords to meet in relation to the prompt investigation and remediation of damp and mould, to which the principles of this guidance may be of assistance.

From 6 October 2026, this includes:

If a site provider is made aware of a potential damp or mould issue, they should investigate the issue to determine whether the accommodation is substantially free from damp and mould and whether any repair work is necessary. This should be conducted by competent person within 10 working days. Site providers may wish to consider chapters 3 and 4.

Following the conclusion of an investigation, the site provider should issue a written summary of the investigation findings to the tenant within 3 working days. Site providers may wish to consider chapter 5.

If substantial damp or mould is identified, the site provider should look to commence repair work within 5 working days after the day in which the investigation is concluded. This could include immediate mould treatment or other temporary remedial work. Site providers may wish to consider chapter 6.

If a site provider is unable to meet the timescales due to reasons beyond their control, they should update their tenant to tell them why they are not able to meet the timescales and provide a new revised timescale. Site providers may wish to consider chapter 2.

Existing monitoring and enforcement mechanisms, as outlined within the Minimum Standards Site Guidance would apply.

Annex B: Temporary accommodation

The 2026 Regulations apply to temporary accommodation that falls under the Right to Repair Scheme or the Repairing Standard. While temporary accommodation not covered by the Right to Repair Scheme or Repairing Standard are not subject to the statutory duties set out in the 2026 Regulations, we would encourage social landlords to apply this guidance to their wider temporary accommodation stock as best practice.

Annex C: Example written summary

Report Details

Name(s) of tenant:

e.g. John Smith

Address:

e.g. 1 Marlow Place, Glasgow, G1 1ABC.

Date of report:

e.g. 5 November 2026

Investigation details

Period of inspection:

[This should specify the timeframe in which the investigator visited the property. For example, 2 November 2026]

Investigator:

[Investigators name / organisation. For example, Jane Brown, Investig8]

Summary of findings:

[Brief summary of the evidence reviewed and findings. For example, the investigation observed: - Expansive mould growth behind the kitchen units, with evidence of persistent condensation. - The extraction fan in the kitchen was below performance and there were signs of inadequate ventilation. - Impacts to health were noted. The investigation found that the primary cause of mould is a result of faulty mechanical ventilation.]

Interim measures taken:

[Detail of any interim repairs carried out during the inspection. For example, mould wash was completed onsite on 2 November 2026.]

[Repeat as necessary]

Determination & next steps

[Based on the findings of the investigation, this should provide the landlord's final decision of whether substantial damp or mould is identified and the identified root cause of the issue. The landlord should also outline the actions necessary to rectify the issue and a timescale for completing the actions.]

For example, following your report of mould in your home on 29 October 2026, I [the landlord] am writing to confirm the outcome of my investigation and the actions I will now take.

During the visit of 2 November 2026, mould growth was found behind your kitchen cabinets alongside a broken extractor fan. A mould wash was conducted on-site to remove the mould. Having considered the findings, I have determined that substantial mould is present and that the main cause of the mould is because of the broken extractor fan.

Because of this, Awaab's Law duties apply and I will take the following steps to prevent the mould re-occurring:

- Arrange repair of extractor fans in kitchen within 7 working days.

- A follow-up inspection will take place on 23 November, subject to your confirmation, to confirm resolution and provide a demonstration to the tenant on utilising the extractor fan.

Advice and support

[This should detail how the tenant can contact the landlord in the event or an issue. Landlords may also wish to signpost to guidance or advice services, where appropriate.]

For example, if you have any further issues or concerns, please contact me at XXX@scotmail.com.

Annex D: Blank written summary

Report Details

Name(s) of tenant:

Address:

Date of report:

Investigation details

Period of inspection:

Investigator:

Summary of findings:

Interim measures taken:

Determination & next steps

Advice and support

Annex E: Tenant information sheet

From October 2026, new rules are being introduced to make sure damp and mould are dealt with quickly.

This means your landlord will need to:

- ✓ Check the problem within a set time after you report it.
- ✓ Explain their findings to you in writing.
- ✓ Start repairs as soon as possible if needed.
- ✓ Keep you updated if anything is delayed and tell you why.

If you spot damp or mould in your home, it is important that your contact your landlord as soon as you can. This stops the damp or mould getting worse over time.

What is damp and mould?

Damp can appear when there is too much moisture in your home. This can lead to mould growing. Both damp and mould can affect your health and damage your home.

There are different types of damp which have different causes:

- Condensation – this is too much moisture. It is often caused by poor ventilation or heating.
- Penetrating damp – this is when water enters the fabric of the building from the outside. It is often caused by blocked gutters or leaks.
- Rising damp – this is when moisture travels up through the ground into the foundations of your home. It is often caused by structural issues.

What should you look out for?

Mould often looks like black, green, or brown patches on walls, ceilings, or around windows.

Condensation can cause water droplets down your windows and walls. You may see mould around your windowsill.	**Rising damp** will only affect the ground floor of a building. You may see a horizontal watermark and rot on floor skirtings.	**Penetrating damp** can cause discoloured patches on the wall. You may also see peeling or bubbling paint of wallpaper.

Not all damp and mould are visible. Sometimes it can cause a bad, musty smell.

What to do when you spot damp or mould?



If you notice damp or mould in your home, it's important to notify your landlord as soon as possible. You cannot be evicted for reporting repair issues.



Your landlord may ask you a few questions to get a better understanding of the issue. They will also likely need access to your home for inspections and repair work. This is necessary for ensuring your home can be made safe.



If you suspect hidden damp behind your wallpaper or carpets, you should not try to remove these yourself. This can release mould spores.

Your landlords' responsibilities

After you tell your landlord, they must:

- ✓ Investigate the issue within 10 working days.
- ✓ Give you a written report within 3 working days after the investigation.
- ✓ If repairs are needed, begin the work within 5 working days.

If your landlord cannot these timescales, they must explain why there's a delay, say when they will fix it, and take steps to limit the damp or mould in the meantime.

How can you help prevent issues?

You should try to help reduce condensation in your home. Some top tips are:

- Make sure your air vents are not covered and that your extractor fans are working.
- Dry wet clothes outdoors. If you must dry clothes indoors, it can help to dry them in a room with the door closed and the window open or fan on.
- Use an extractor fan and open the window when bathing, cooking or during other high moisture tasks. If possible, leave windows open and extractor fans on for about 10-15 minutes after.
- Try to keep temperatures in all rooms to above 18°C when you are using them.

Extra support

You should contact your landlord in the first instance if you have any concerns.

There are wider webpages that you might also find helpful:

- If you have damp or mould in your rented home - Citizens Advice
- Types of damp and mould and who's responsible - Shelter Scotland
- Help with the cost of living - Cost of Living Support Scotland

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