

Pest Management Policy

Live Safe
Live Proud

Version 1.0

Date approved by EMT (June 2023)

Policy level 3

Date effective June 2023

Date of next review June 2026

Policy Owner Head of Housing and Neighbourhoods

1 Policy Statement

- 1.1 As a responsible landlord, Greatwell Homes has a legal duty to ensure that our homes are safe places for customers to live under the Homes (Fitness for Human Habitation Act) 2018.
- 1.2 The Homes (Fitness for Human Habitation Act) 2018 states that we must ensure that our homes do not put customers at risk of physical harm or injury, do not seriously affect a customers' health and ensure that customers can make full use of their home.

We recognise that the presence of pests may increase these risks and so we will work with customers to ensure that these risks are managed appropriately.

1.3 The Housing Health and Safety Rating System also details domestic hazards that relate to domestic hygiene, pests, and refuse.

In particular, that poor housing design, layout or construction may present difficulties for customers to keep their home in a clean and hygienic condition or may attract pests.

- 1.4 Alongside being responsive to customer need, Greatwell Homes will adopt a proactive method to identify and manage risks relating to pest issues.
- 1.5 This policy will ensure that our obligations are performed consistently, while considering the impact that a customer's behaviour may have on their own home and living environment (including communal areas).

2 Scope

2.1 This policy applies to customers living in general needs and independent living properties, market rent, rent to buy and rent plus properties.

This policy may apply to customers living in leasehold or shared ownership properties, where a pest issue located in their property causes issues for other customers.

- 2.2 Where this applies, we may consider applying remedial costs to these customers where it can be shown that a pest issue is a result of their action or inaction.
- 2.3 This policy does not apply to properties or commercial units, owned by Greatwell Homes, and leased to other businesses or organisations.
- This policy also applies to other land and communal spaces owned by Greatwell Homes and we will ensure that pests are not allowed to thrive because of our grounds maintenance activities.

3 Definitions

- 3.1 **Pest** for the purposes of this policy, we will class the following as pests.
 - Mice
 - Rats
 - Cockroaches
 - Wasps
 - Pigeons

This list is not exhaustive, and we may consider the treatment of other species of pest where they present a serious risk of harm to our customers or their homes.

4 Customer Responsibilities

- 4.1 Customers are responsible for reporting any issues relating to pests to us as soon as they become evident.
- 4.2 Customers are also responsible for maintaining their home and garden in line with the relevant clause(s) in their tenancy or leasehold agreement.
- 4.3 Customers are responsible for allowing Greatwell Homes staff, and contractors appointed by Greatwell Homes access to their home and garden in line with the relevant clause(s) in their tenancy or leasehold agreement.
- 4.4 Should customers fail to maintain their responsibilities as set out above, then we will consider enforcement action (including recharging customers for the costs of work) as set out in section 9 below.

5 Reports and Treatment

We will risk assess all reports of pest activities using the Housing Health and Safety Rating System and respond as shown in the table below.

| Level | Class | Description | Response Time |
|-------|-------|--------------------------------|---------------|
| 1 & 2 | Red | Risk of extreme or severe harm | 24 hours |
| 3 | Amber | Risk of serious harm | 3-7 days |
| 4 | Green | Risk of moderate harm | 28 days |

We may offer customers alternative accommodation via our decant policy and procedure where pest cases are recorded as Level 1 or 2.

Where a pest issue is identified, and the risk of harm is recorded as level 1, 2 or 3, (red or amber) we will instruct specialist contractors to inspect and resolve the issue. This may include the following actions as set out in the table below.

| Mice | Baiting and removal |
|-------------|----------------------------------|
| Rats | Baiting and removal |
| Cockroaches | Spraying the affected area |
| Wasps | Poison the nest and remove |
| Pigeons | Install pigeon spikes or netting |

This table is for illustrative purposes only, and other methods may be applied on a case-by-case basis as advised by specialist contractors.

5.3 Where the risk of harm is recorded at level 4 (green), we may offer advice as an alternative to taking action. This may include recommendations on how customers can resolve the issue.

6 Exclusions

6.1 We will not treat the following types of pests.

| Foxes | Foxes are not regarded as pests and cannot be trapped |
|-------|--|
| | or killed. Nuisance relating to foxes can generally be |
| | eased by not leaving food out to encourage them, and |
| | maintaining a tidy garden |

| Badgers | Badgers and their setts are protected under The |
|--------------|---|
| | Protection of Badgers Act (1992). It is illegal to kill, |
| | injure or interfere with a badger or their setts. |
| Bats | Bats are protected by The Wildlife and Country Act |
| | (1981). It is illegal to kill or injure bats and it is also |
| | unlawful to disturb roosting bats, or to damage or |
| | destroy any place used by bats for roosting. |
| Masonry Bees | These insects are incapable of stinging or harming |
| | humans so we will not destroy them |
| Bumble Bees | Although capable of stinging humans, Bumble bees are |
| | the least aggressive of the stinging insects |
| Honeybees | We will provide details of the British Beekeeping |
| | Association or a registered beekeeper to the customer, |
| | so they can arrange removal. |
| Bedbugs | Bedbugs are primarily brought into a property via used |
| | furniture, luggage, backpacks, or purses and therefore |
| | not the landlords' responsibility. |
| | |
| | We may choose to deal with a bed bug issue if it begins |
| | to affect multiple properties and seek to recharge where |
| | the cause of an infestation is found. |

7 Treatment to Communal Areas

- 7.1 Where we find that a pest infestation is in a communal space then we may need to treat an entire block, including all flats and communal areas.
- 7.2 If a leasehold property is part of a block that needs treatment, we will consult with them in accordance with our Leasehold Management Policy and s.20 of The Landlord and Tenant Act (1985) *

8 Property and Asset Management

8.1 We will ensure that any areas that may provide an access point for pests are secured by our repairs team. We may undertake further works as recommended by specialist contractors.

^{*}This will be when the cost of work would be over £250 for the leaseholder, or if the work would involve the creation of a 'long term' relationship with a supplier.

We will ensure that open spaces that are owned by Greatwell Homes are kept in good order, and in line with our ground's maintenance standards so as not to allow access for pests or allow pests to thrive unchecked.

9 Recharges and Enforcement Action

- 9.1 Where we determine that a pest infestation is a result of a customer's action, or inaction (such as keeping their home or garden in an unacceptable condition, failing to allow access for treatment, or failing to report pest issues in a timely manner) we may recharge the full cost of the current (and any future) treatments and / or property repairs to remedy the problem.
- 9.2 We may consider enforcement action (including possession or injunctive relief) where customers fail to adhere to their tenancy or lease agreement. This may include situations where customers do not allow access for pest control treatment, or where the property is kept in an unacceptable condition.
- 9.3 We will liaise positively with the relevant local authority as they undertake their statutory duties under Section 4 of the Prevention of Damage by Pests Act (1949) to resolve issues caused by pests. This may include detailing the action we have undertaken to resolve the issue, alongside the actions or omissions of the customer.

10 Support for Vulnerable Customers

- 10.1 We recognise that some customers with additional needs, such as those suffering with Hoarding disorder may be more prone to pest infestations because of their condition and may be less able to manage their home and garden.
- 10.2 We will ensure that all decisions to recharge, or to take court action in the event of failure to pay a rechargeable debt or failure to maintain an obligation towards the customers tenancy agreement is taken on a case-by-case basis.
 - Where vulnerable customers are concerned, we will ensure that any formal action is subject to a proportionality assessment.

10.3 Where recharges are applied, and to combat issues of affordability, we will offer a range of low-cost repayment options for rechargeable work to ensure any debt is manageable.

11 Implications for customers and staff

- 11.1 PIA screening questions have been completed and a copy of our PIA for housing and neighbourhoods is available on request.
- 11.2 An EIA has been completed and a copy is available upon request.

12 Performance Management

12.1 There are no specific KPIs or OPIs that relate to the application of this policy.

13 Responsibility and Decision Making

13.1 The table below illustrates the structure for responsibility and decision making in relation to this policy.

| Person Responsible | Scope |
|---------------------------------|-----------------------------------|
| Head of Housing and | Responsible for updating this |
| Neighbourhoods | policy in line with legislative |
| | changes, and in line with the |
| | policy tracker. |
| Housing and Income Services | Overall responsibility for |
| Manager | ensuring that all activities are |
| | undertaken, and all performance |
| | measurements are met |
| Repairs and Maintenance Manager | Responsible for ensuring that all |
| | repairs to properties are |
| | completed in a timely fashion. |
| Housing Team Leader | Responsible for ensuring that |
| | pest issues are managed in line |
| | with this policy. |
| | Responsible for ensuring that all |
| | enforcement action (including |
| | recharges) is undertaken with |

| | due diligence, and in line with a proportionality assessment. Responsible for selecting and instructing specialist contractors to deal with pest issues |
|-------------------------------|---|
| Neighbourhood Housing Officer | Responsible for accurately risk assessing properties where pest issues are reported. Responsible for ensuring customers abide by the terms of their tenancy or lease agreement. Responsible for liaising between customers, contractors, and repairs colleagues to resolve pest issues in a timely manner |
| Repairs Operatives | Responsible for accurately risk assessing properties where pest issues are reported. Responsible for liaising between customers, contractors, and housing colleagues to resolve pest issues in a timely manner |

14 Review

11.1 This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner, updates or recommendations for changes will be presented to the SAM group for agreement.

| Associated Policies | Associated Procedures |
|---------------------|---------------------------|
| | Pest Management Procedure |

| Repairs and Maintenance Policy | |
|---------------------------------|-------------------------|
| Rechargeable Repairs Policy | |
| Leaseholder Management Policy | |
| Tenancy Sustainment Policy | |
| Neighbourhood Management Policy | Untidy Garden Procedure |
| Decant Policy | Decant Procedure |
| | Hoarding Procedure |