

## Pest Management Policy

### 1.0 Policy statement

- 1.1 Stonewater recognises the impact that pests can have on our customers and their homes. We want to work in partnership with our customers and contractors to ensure our homes are safe, healthy, and pest-free. This policy aims to ensure that Stonewater delivers a positive customer experience that complies with legal, regulatory, and contractual requirements when dealing with pest management issues.

### 2.0 Policy scope and objectives

- 2.1 This policy applies to:

- rented customers - for leaseholders and Shared Owners, we will refer to the terms of the lease for both individual properties and communal areas
- land owned by us, including communal areas and customers private gardens
- our employees, partners, customers, and stakeholders supported or engaged by us.

- 2.2 The policy aims to:

- make clear who is responsible for pest management in Stonewater properties in line with the rights and obligations detailed in customer tenancy agreements, leases, and licences
- provide clear expectations for customers who have a pest issue
- provide clear guidance to colleagues in the management of pest control issues in Stonewater properties and communal areas.

- 2.3 Where Stonewater manages properties on behalf of another organisation, Stonewater will work to align policies, and escalate to the landlord for further instruction if required.

- 2.4 This policy covers any of the following pest categories:

- rats
- mice, fleas, bed bugs, cockroaches and maggots
- silverfish, wasps, bees, ants and slugs
- caterpillars, butterflies, moths, leather jackets
- moles, foxes and badgers
- squirrels
- woodworm

- nest birds
- bats
- other

2.5 This policy does not take into consideration domestic pets which may be on this list, e.g. pet rodents

2.6 The policy covers the approach by the type of pest, in:

- communal areas
- flats, rooms, bedsits and maisonettes (within communal areas)
- houses and bungalows (individual properties)

### **3.0 Regulatory and legal considerations**

3.1 Stonewater will adhere to all relevant legal guidance and regulation when managing pest control cases including:

- Prevention of Damage by Pests Act 1949
- Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Housing Health and Safety Rating System (England) Regulations 2005
- Wildlife and Countryside Act 1981

### **4.0 Policy details**

4.1 General policy principles

4.1.1 Stonewater expects customers to take reasonable steps/precautions to prevent pest infestation. If the contractor identifies the cause of an infestation is from neglect of these responsibilities, then the cost of the remedial treatment may be charged back to the current customer of the property. The customer will be informed of this in writing and will be supported to rectify any environmental issues that may be causing the infestation.

4.1.2 If the contractor identifies the cause of a pest infestation as an external factor (e.g. neighbouring land that doesn't belong to Stonewater) Stonewater commits to raising this with the owner and liaising with Environmental Health whilst keeping the customer informed.

4.1.3 If the contractor is unable to identify the cause of the infestation either directly to a property or external factor and remedial treatment is required in communal areas, the cost of the treatment may be charged back to customers through a service charge where possible.

4.1.4 Stonewater acknowledges that some customers may not be able to afford the cost of pest control treatments or the services of associated contractors. In

these instances, Stonewater is not obliged to but may pay for the treatment and the reasonable costs will be recharged with an agreement reached to repay this over a period of time.

- 4.1.5 If an independent expert report finds evidence that the pest control issue was caused by a property defect, Stonewater may reimburse the cost of any pest control attendance or treatments that the customer has outlaid.
- 4.1.6 If customers do not act following a report of pests within their property, Stonewater may arrange for a contractor to conduct the works and recharge the reasonable costs back to the customer. If Stonewater cannot gain access, they may obtain access by way of a court injunction.
- 4.1.7 If pests are in an individual garden, then Stonewater will not take any responsibility for the treatment of these.

#### 4.2 Communal areas

- 4.2.1 Where a customer or colleague identifies pest management issues in a communal area, an order will be raised for our contractor to attend and investigate. Where pest management is required to remove the infestation and prevent reoccurrence in communal areas, the works order will be raised and may be charged back to customers through any service charge if it hasn't been charged back and successfully recovered already.

#### 4.2.2 Stonewater identifies communal areas as:

- communal corridors
- communal stores - sheds, bin stores
- communal rooms - examples include, but are not limited to, lounges, offices, games rooms, hairdressers, guest rooms, toilets, kitchens
- shared pipework - an example includes soil pipes
- shared walls (internal/external) (detached properties do not apply)
- shared lofts
- communal gardens and play spaces

#### 4.3 Customer responsibility

- 4.3.1 Where it is the customer's responsibility; we will advise and signpost customers to buy 'over the counter' pest management treatments or contact a private pest control company, or through the Local Authority to treat pest infestations (also see s6.5)
- 4.3.2 Where there are contributing factors such as but not limited to:
  - overgrown gardens
  - domestic waste and fly tipping

- unhygienic living conditions within the home

The customer is responsible under the terms of their tenancy or lease agreement, to resolve and remedy these issues, to prevent reoccurrence.

4.3.3 The customer is responsible for treating the pests while remedial works take place. On completion, customers will be advised what factors are contributing to the pest infestation. We will work with the customer to bring their tenancy or lease back in order. Stonewater will take a proactive approach in managing property condition issues by working with customers, other agencies and agreeing action plans to prevent pest issues.

4.3.4 Where a pest infestation is significant and has potential to affect other properties in the vicinity, Stonewater may consider employing its own pest control contractors to resolve the situation (as detailed in section 5). In such cases, the customer is expected to work together with Stonewater and is responsible for eliminating any contributing factors which may be attracting pests within their home or boundary. The customer is expected to allow access to contractors to resolve the issue. If our Stonewater contractor identifies that the issue has been caused by the customer, then they may be charged the reasonable costs of such works.

4.4 Property defects may include, but not limited to:

- cracked air bricks
- where there are gaps around pipes that are larger than is within building tolerances.
- damaged drainpipes (where they belong to Stonewater)
- missing roof tiles/soffits

## **5.0 Pest types and responsibilities**

### **5.1 Rats**

5.1.1 Stonewater will arrange for the treatment of rats in all property types. This does not include individual gardens.

5.1.2 Customers are expected to follow any advice given, relating to behavioural changes, to resolve and/or prevent the issue.

### **5.2 Mice, fleas, bed bugs, cockroaches and maggots**

5.2.1 Stonewater will arrange for the treatment of mice, fleas, bed bugs, cockroaches and maggots in flats and all communal areas. Customers are expected to follow any advice given, relating to behavioural changes, to resolve and/or prevent the issue.

5.2.2 Where mice, fleas, bed bugs, cockroaches or maggots are in an individual property (e.g. house or bungalow) the customer is responsible for treating and/or preventing the issue.

5.2.3 Where the pest infestation of mice, fleas, bedbugs, cockroaches, or maggots was present before the customers' tenancy began or occurs within 1 month of a mutual exchange taking place, Stonewater will arrange for the treatment and eradication of the infestation, associated defects, and points of ingress. Stonewater will also expect customers to follow advice given on prevention.

### 5.3 Silverfish, wasps, bees, ants and slugs

5.3.1 Where silverfish, wasps, bees, ants, or slugs are found in an individual property (e.g. house or bungalow) or in a flat/maisonette, they are the responsibility of the customer to treat. This does not include individual gardens.

5.3.2 Where silverfish or wasp/bee nests are found in the internal communal areas or external communal areas, Stonewater will treat.

5.3.3 Where an infestation of ants or slugs are found in the internal communal areas, Stonewater will treat. Stonewater will not treat ants or slugs outside.

### 5.4 Caterpillars, butterflies, moths, leather jackets

5.4.1 Stonewater will not treat caterpillars, butterflies, moths, and leather jackets under any circumstance, regardless of property type.

### 5.5 Moles, foxes and badgers

5.5.1 Stonewater will not treat moles, foxes, and badgers. Stonewater will provide advice on agencies which can support with these matters, as these are wild animals.

### 5.6 Squirrels

5.6.1 Stonewater will arrange for the removal of squirrels in all property types. Customers are expected to follow any advice given, relating to behavioural changes, to resolve and/or prevent the issue.

### 5.7 Woodworm

5.7.1 Where woodworm is found in the contents/furniture of a customer's home the treatment will be the responsibility of the customer.

5.7.2 Where woodworm is found in the structure of the properties Stonewater will arrange for the treatment of the woodworm.

### 5.8 Nesting birds

5.8.1 Where there are eggs in a nest, the nest is not allowed to be touched. Once the birds have left the nest, Stonewater can fill in holes to prevent reoccurrence depending on the species.

### 5.9 Pigeons and birds

5.9.1 Stonewater will arrange for the prevention of pigeons in a communal area, or if they are causing a risk to the property e.g. solar panels.

5.9.2 Tenants should not encourage birds into gardens, balconies and communal areas by excessive feeding as this can lead to other pest issues.

#### 5.10 Bats

5.10.1 Stonewater is unable to remove any type of bat species as their roosts are legally protected by both domestic and international legislation. Once it has been established that the bats have left, Stonewater will block any entry points preventing their return.

#### 5.11 Other

5.11.1 Where the pest type is not mentioned within this policy, Stonewater will investigate whether we can legally treat the pest and decide whose responsibility it would be to treat.

### **6.0 Communication, service level and support**

6.1 We will keep customers informed while managing the case.

6.2 Where there has been an outbreak in a communal area, Stonewater will inform all customers within the block and keep them updated as to progress and the type of treatment that will take place.

6.3 We aim to attend as quickly as possible, but we do prioritise the most serious infestations to keep our customers safe.

6.4 We will prioritise the first inspections/visits into two priorities, 24 hours or seven calendar days:

- 24 hours – scenarios that would have a significant customer impact or could cause serious damage e.g. rats entering rooms within the home.
- Seven calendar days – scenarios that do not pose an immediate risk to your health and safety e.g. rats in the external communal areas.

6.5 As part of the initial inspections, Stonewater's pest control contractor will identify the type and cause of infestation, point of entry and provide a treatment plan to prevent and eradicate the infestation. Stonewater will enable its pest control contractor to proceed with minor proofing works as part of its treatment plan and this will be communicated with the customer. Where the contractor is unable to do the proofing required an order will be raised with an alternative contractor and in line with its responsive repairs policy.

6.6 Stonewater will work with the customer to ensure living areas of the property are clean and tidy, providing advice, guidance and support through partners where appropriate. Where the pest control contractor highlights that the consequences of the infestation may pose a hygiene risk to the customer, Stonewater will arrange for an environmental clean to the affected rooms.

6.7 Some customers may need support to access pest control treatments. Stonewater acknowledges that there are many types of vulnerabilities including mental ill health, physical ill health, and financial vulnerabilities. Stonewater will liaise with the customer to determine what support and reasonable adjustments can be offered in line with its Vulnerable Persons

Policy. Types of support may be providing advice, contacting, and liaising with support agencies on behalf of the customer or a financial arrangement.

- 6.8 Where a customer cannot obtain information on solutions and support e.g. obtaining pest control company details, or Local Authority solutions, Stonewater will provide this information.
- 6.9 Stonewater may pay for the work to be completed and then add the reasonable charge to the customer's account for them to pay back at an agreed amount per week.
- 6.10 Stonewater will provide advice and support to all customers in maintaining their tenancies and their homes.
- 6.11 Stonewater will share the policy and guidance on its website and via social media.
- 6.12 Where a customer does not have access to the internet, Stonewater will provide a paper copy of the policy on request.
- 6.13 Complaints regarding pest management will be dealt with in accordance with Stonewater's Complaint Policy and Procedure.

## **7.0 Temporary accommodation**

- 7.1 There may be occasions where customers temporarily need to vacate their home for remedial works to be carried out.
- 7.2 Each case will be reviewed individually taking into consideration a customer's circumstances and the severity and impact of the situation.
- 7.3 Customers will be decanted in line with the Stonewater Decant Policy.
- 7.4 Customers must provide access to their home while in alternative accommodation.
- 7.5 Where there are rats in cavity walls/external property, Stonewater will not generally decant the customer.
- 7.6 Where a rat infestation has been identified within the living areas of the property, Stonewater may consider decanting to temporary accommodation whilst treatment goes ahead.
- 7.7 Where temporary accommodation is offered, once work is completed and satisfactory reports have been received the customer must return to the property.

## **8.0 Compensation**

- 8.1 Stonewater acknowledges that there can be instances where a customer's possessions may be damaged due to pest control issues.
- 8.2 Items should not be in communal areas or loft spaces, and any damage to possessions that are stored in these areas because of pests will not be compensated by Stonewater.

- 8.3 If items are damaged in individual homes, and it is proven that the cause of the pests was solely the result of negligence by Stonewater. Stonewater may make a compensation payment in line with our compensation policy.
- 8.4 Stonewater may also be able to support customers with accessing grants and funding if their items are damaged due to pest issues.

## **9.0 Equality, diversity, and inclusion**

- 9.1 Stonewater endeavours to provide services which are accessible to our customers, considering any alternative methods dependant on individual requirements.
- 9.2 Whilst implementing this policy, Stonewater will be mindful of equality and diversity, with particular regard to protected characteristics as detailed in the Equality Act 2010.
- 9.3 The Equality Act of 2010 makes it unlawful to discriminate against anyone on grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, or pregnancy and maternity. Stonewater supports its principles and is committed to the values of equality of opportunity and non-discrimination.

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