

Cornwall Rural housing Association

Pest Control Policy

1. Introduction

- 1.1 CRHA are committed to creating safe, comfortable, and healthy homes for all our customers. We understand that discovering pests in your home can be upsetting and stressful, and we aim to work in partnership with customers to resolve issues quickly, fairly, and effectively.
- 1.2 This Pest Control Policy sets out our approach to preventing, reporting, and managing pest infestations across our homes and neighbourhoods. It explains the responsibilities of both CRHA and customers, ensuring that everyone understands how we can work together to maintain clean, safe, and pest-free living environments.
- 1.3 We recognise that pests can sometimes occur despite the best efforts of customers and landlords. Our approach is therefore based on early intervention, practical support, and clear communication. We are committed to treating every report with understanding and respect, providing appropriate advice and assistance, and taking proportionate action where required.
- 1.4 By working together, we can protect the wellbeing of our customers, safeguard our homes, and help our communities remain places where people are proud to live. This policy reflects our commitment to delivering a responsive, customer-focused service that supports residents while meeting our obligations as a responsible social housing provider.
- 1.5 This policy meets the Regulator of Social Housing's Safety & Quality Standard, the Pest Act 1954 (Prevention of Damage by Pests Act 1949) and supports the Homes (Fitness for Human Habitation) Act 2018. This policy also considers the Housing Ombudsman guidance on landlord pest control responsibilities.

2. Policy scope, aims and objectives

- 2.1 This policy outlines the principles of how CRHA will ensure our homes and neighbourhoods are kept free of pests in a sustainable, effective and environmentally responsible manner, in line with customer tenancy agreements, leases and licences. It sets out how we will:
 - ❖ Meet all applicable legislation and regulations, including our landlord obligations relating to housing fitness and health & safety hazards.
 - ❖ Make sure our approach to dealing with pests and infestations supports our aim of providing homes that meet or exceed minimum Regulatory Standards, including the Decent Homes Standard and Consumer Standards.
 - ❖ Provide a responsive, effective and efficient service to customers. This includes carrying out inspections and repair works where required.

- ❖ Effectively and sensitively manage customer responsibilities for resolving some pest and infestation issues.

2.2 The policy applies to:

- ❖ Homes we own or manage in line with a customer's tenancy or lease agreement.
- ❖ Land owned and/or managed by us, including that in communal areas and customers' private gardens.

2.3 Where a third party is partly or fully responsible for the management of pests in a block or estate, for example, where CRHA is not the freeholder and the freeholder has appointed a managing agent, we will support customers and report any pest issues to the third party. We will take steps to ensure that the third party carries out its obligations under any contractual agreement. Where necessary, we will act in line with this policy, to safeguard our customers within that block or estate.

2.4 This policy aims to ensure that, in the event of an outbreak of pests, both customers and colleagues are clear in the actions CRHA should take to either resolve the issue or support customers to access the right help and support to resolve it themselves.

2.5 The policy supports and complements our Repairs and Maintenance Policy as we seek to:

- ❖ Maintain homes in a safe and decent condition.
- ❖ Meet our statutory and contractual requirements as a landlord.
- ❖ Meet the service standards set out by government and the Regulator.

2.6 We know that experiencing problems with pests and infestations can be very distressing for customers, partly because they can sometimes be difficult to resolve. Therefore, in our approach and responses to reports of pests and infestations we are committed to:

- ❖ Taking all reports of pest or infestation problems seriously and not being dismissive about them.
- ❖ Not placing the onus on the customer to sort the problem. We recognise they may have a part to play, but may not be causing the problem, so we may need to investigate matters before deciding who is responsible.
- ❖ Using inspections (sometimes by expert surveyors) where needed, then effecting timely repairs and carrying out pest control treatment in accordance with our defined responsibilities.
- ❖ Supporting customers to resolve any issues or problems for which we determine they are responsible under our policy.
- ❖ Involving and engaging customers in the design and operation of our response to pests and infestations to ensure we provide an accessible, accountable service that meets their needs.
- ❖ Understanding and continually improving our performance in responding appropriately to pest and infestation problems.

3. Legislation

3.1 It is critical that our response to pests and infestations complies with relevant legislation and regulations. Some of the main items of legislation include:

- ❖ Homes (Fitness for Human Habitation Act) 2018.
- ❖ Landlord and Tenant Act 1985.
- ❖ Housing Act 2004.
- ❖ Housing Health & Safety Rating System.
- ❖ Prevention of Damage by Pests Act 1949.
- ❖ Public Health Act 1961.
- ❖ Commonhold and Leasehold Reform Act 2002.
- ❖ Environmental Protection Act 1990.
- ❖ Health and Safety at Work Act 1974.
- ❖ Workplace (Health, Safety and Welfare) Regulations 1992.
- ❖ Provision and Use of Work Equipment Regulations 1998.
- ❖ The Management of Health & Safety at Work Regulations 1999.
- ❖ Control of Substances Hazardous to Health (COSHH) 2002.
- ❖ Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.
- ❖ Defective Premises Act 1972.

4. Definitions

4.1 When we refer to “pest” or “pests” in this policy, we refer to:

- ❖ Rats
- ❖ Mice
- ❖ Bedbugs
- ❖ Cockroaches
- ❖ Silverfish
- ❖ Daddy long-legs
- ❖ Wasps

4.2 We recognise that there are other pests which may impact our customers. When deciding what action to take, we will consider the scale of the impact on and risk to our customers and property that we own or manage. We may choose to act in response to different pests at our own discretion

4.2 When we refer to a “communal area”, we refer to areas such as:

- ❖ Communal stores – for example sheds, bin stores.
- ❖ Shared pipework – for example soil pipes.
- ❖ Shared walls (internal/external) (detached properties do not apply).
- ❖ Shared lofts.
- ❖ Communal gardens and play spaces.
- ❖ Car parks.
- ❖ Any other area that we are responsible for where multiple customers have permission to access according to their tenancy or lease agreement.

5. Customer responsibilities

5.1 Customers are responsible for:

- ❖ Maintaining their homes in line with their tenancy or lease agreement, and to take all reasonable steps to prevent pest infestations, including maintaining cleanliness in living areas.
- ❖ Reporting any signs of pests promptly to us.
- ❖ Co-operating with pest control measures, including allowing access to our contractors to carry out inspections and treatments.

6. CRHA responsibilities

6.1 CRHA maintenance responsibilities are set out in the customers tenancy and lease agreements.

6.2 We will ensure we have suitably qualified and accredited pest control contractors on our select list of approved contractors. The contractors shall carry out the services in accordance with legislation, industry standards and best practice, within reasonable timescales (which in some cases could take several months).

6.3 We will keep a record of all pests reported by customers, staff, contractors or other third parties, and keep those records updated on the actions we have taken to resolve the issue in line with this policy.

6.4 We will provide clear guidance to customers to reduce the likelihood of pest infestations and advice on maintaining their homes to prevent pest infestations.

6.5 We will provide clear guidance to colleagues on how to apply this policy, so that we can be clear with customers on what action we will take to support them.

6.6 We will carry out periodic inspections of estates and deal with any issues arising which could result in pest infestation if not addressed.

6.7 We will work with management companies and managing agents to ensure agreed standards are met and issues are responded. Where necessary, we will take action to safeguard customers impacted by the inaction of third parties.

6.8 We will consider any regulatory or legislative requirements relating to the protection of wildlife when deciding whether we will act or not.

7. How we will manage reports of pests

7.1 Pests in communal areas

7.1.1 We will respond to all reports of pests within the communal areas that we are responsible for.

- 7.1.2 We aim to proactively communicate with customers on treatments in the communal areas, but our priority will be to carry out treatments as soon as possible.
- 7.1.3 Where a third party is partly or fully responsible for the management of pests in the communal areas of a block or estate, we will encourage customers to report any pest issues to the third party. We will take steps to ensure that the third party carries out its obligations under any contractual agreement. Where necessary, we will act in line with this policy as if we were responsible for the communal areas, to safeguard our customers within that block or estate.

7.2 Pests in customer homes

- 7.2.1 When a customer reports an infestation in their own home, our response will be driven by an assessment of the type of pest, the type of property, any contractual obligations placed on us or any third party, and an assessment of the risks to customers considering any customer vulnerabilities. We will also consider whether the infestation in a customer's home started because of an issue in the communal area. When the customer reports the issue to us, we will be clear about how this policy applies to their situation, and what action, if any, we will take. On some occasions that action may be limited to signposting the customer to self-help guides.
- 7.2.2 We will consider customer circumstances when deciding what action to take, if any.
- 7.2.3 We will consider our obligations under the relevant legislation as listed at figure 3.
- 7.2.4 Following an inspection, there may be occasions where our pest control contractor recommends treatment throughout an entire block. In such instances, we will make all reasonable efforts to engage with all customers of that block to ensure that treatment can progress. Where a customer does not engage with these efforts, we may take legal action against them in line with their tenancy or lease agreement to safeguard other customers from the ongoing infestation.
- 7.2.5 Following an inspection, we may decide that, in accordance with a customer's tenancy or lease agreement, the customer is responsible for on-going treatment. We will only decide this upon receipt of a report from our pest control contractor confirming that the infestation is not a result of a communal infestation, and is not caused by outstanding repairs, or faults in the fabric of the building.
- 7.2.6 In all cases, we will provide appropriate advice and assistance to customers on practical steps they can take to manage a pest infestation in their home. We may also signpost customers to their local authority for further advice and assistance. In some cases, our approach is to support customers to be responsible for helping prevent, manage or resolve problems relating to pests and infestations in their own home. This includes purchasing and using

proprietary methods such as wasp nest killer, ant powder etc. or employing specialist pest control companies if needed. Many pest problems can be treated and resolved using items purchased inexpensively from a wide range of retailers and used in accordance with manufacturer's instructions.

7.2.7 Where a customer lives in a block where we are not the freeholder, and the customer reports pests within their own homes, we will act in line with this policy. Where our pest control contractor reports that issues with the fabric or maintenance of the building is likely to be caused by or contributing to the infestation, we will engage with the managing agent to ensure that they act in line with their contractual obligations. Where necessary, we will act, to safeguard our customers.

7.2.8 If repairs are needed, we will carry them out and, in these cases, carry out treatment measures based on the inspection recommendations.

7.3 Pests originating from non-customers

7.3.1 Where the evidence suggests that a pest issue is originating from the home of a non-customer, we will notify the environmental health department of the relevant local authority and advise customers to do the same.

7.3.2 If the pest problem progresses to the point of impacting the communal areas under our responsibility and entering our customers' homes, we will act in line with this policy.

7.4 Recovery of costs

7.4.1 We will seek to recover the costs that we incur on pest control inspections and treatments through service charges, where tenancy and lease agreements allow.

7.4.2 In some circumstances, we may, in our sole discretion, decide to not pass on the costs of inspection and treatment, even when tenancy and lease agreements allow.

7.4.3 Where reports from our pest control contractor confirm that the customer's actions or inaction is a likely cause or contributory factor of the infestation, such as overgrown gardens, inappropriate storage of domestic waste, fly tipping, and unhygienic living conditions within the home, we may recharge customers the cost of inspections or treatments. We may also recharge any legal costs that we incur should we need to take legal action to control and prevent ongoing infestations. Such recovery will take place in line with our Recharge Policy.

7.4.4 Where we have had to act in line with this policy to safeguard our customers, where a third party has, in our view, not fulfilled its contractual obligations, we will seek to recover our costs through the third party.

7.5 Customers needing temporary accommodation pending proofing works or treatment programmes (decants)

7.5.1 Proofing is the process of preventing pest infestations by restricting potential entry points for pests within a property.

7.5.2 We will always prioritise the completion of proofing works and treatment programmes to ensure customers can remain in their home wherever possible.

7.5.3 Where we decide not to offer a customer temporary accommodation whilst proofing works or treatment are ongoing, we will keep this under review based on any new information relating to the scale of proofing works, or the ongoing level of infestation.

7.6 Planned and preventative treatments

7.6.1 In addition to our own data and insight, we will use information recorded on how this policy is applied, as well as information from our pest control contractor, to decide whether a preventative pest control programme is appropriate within a block or estate.

7.6.2 If this is the case, we will consult with customers in line with their tenancy or lease agreement, to commence this service. We will recharge customers the cost of this service through service charge in line with their tenancy or lease agreements. We will be clear about the ongoing costs of such preventative programmes.

8. Monitoring and reviewing

8.1 We will monitor the application of this policy by regularly reviewing data collected by us and our contractor. We will use this data to ensure that the policy is applied correctly, and to decide on whether any policy amendments are required.

8.2 We will hold data collected by our pest control contractor which in most cases will include:

- Visit dates
- Pests found
- Treatments/baits used and their location
- Control of Substances Hazardous to Health (CoSHH) data
- Recommendations to maintain the site as a pest free environment

8.3 This policy will be reviewed every three years, or sooner if there are changes to legislation, regulation and best practice.

Date Reviewed	Changes to the Policy	Date to be Reviewed	Approved By	Author
June 2026	This is a new policy.	June 2029	Chief Exec	SA