

# PEST CONTROL MANAGEMENT POLICY

## **1. Purpose**

- 1.1 This policy sets out how Red Kite will manage and control instances of pest infestations.
- 1.2 Red Kite will take a risk-based approach to the treatment of pest infestations, assessing the severity and impact on tenants to ensure that appropriate mitigation measures are undertaken.
- 1.3 The aim is to make it clear as to where responsibilities and accountabilities lie and to ensure that the Red Kite Group ['Red Kite'] meets not only its legal and regulatory obligations but also the reasonable expectations and aspirations of both tenants, leaseholders and the Housing Ombudsman Service.
- 1.4 To ensure that Red Kite tenants are treated in a consistent and equitable way.

## **2. Scope**

- 2.1 This policy covers all tenants living in Red Kite owned and managed properties; whether general needs, sheltered properties, those in temporary housing, shared owners or leaseholders.
- 2.2 The tenancy agreement of individual households and recognising the different repairing obligations to leaseholders and shared owners, shall always be considered when establishing liability. This policy does not extend to freeholders.

## **3. References**

- 3.1 This policy has been drafted in line with our vision and values, relevant legislation, Housing Ombudsman Service guidance and best practice.

## **4. Definitions**

- 4.1 A 'pest' is generally deemed to be a living organism, usually an animal or insect, which has the potential to carry a disease that can be hazardous to health, cause damage, or otherwise be considered as causing a public nuisance. The Housing Ombudsman considers such pests to be rats, mice, daddy long-legs, silverfish, cockroaches and bed bugs. However, for the purpose of this policy it is also deemed to include glis glis, wasps, bees and Asian hornets.
- 4.2 Animals such as foxes, bats, badgers, voles, crickets, sand lizards, slow worms, snakes, common frogs, toads and pigeons are not considered pests but may present some nuisance. Many of these are protected under The Wildlife and Countryside Act 1981, which prohibits the killing or injuring of these animals. In such cases, investigations and action can be taken by the police, Natural England, the Environmental Agency and the National Wildlife Crime Unit. Wild European species of animals (including birds) and their eggs are also protected under Offences under the

Conservation of Habitats and Species Regulations 2017. Tenants and Red Kite staff should therefore seek clarification before taking action in such instances.

## **5. Responsibilities**

### **5.1 Generally**

- 5.1.1 It is the responsibility of everyone, (Red Kite management, Red Kite staff, contractors, tenants, leaseholders and shared owners, etc), to minimise the risk of pest infestations within homes, gardens and grounds owned and managed by Red Kite as far as it is reasonable to do so.
- 5.1.2 If a tenant or other person materially affected by a pest infestation is dissatisfied and feels that we have not adhered to our policy, they are able to submit a complaint through our complaints process.

### **5.2 Tenants**

- 5.2.1 In the first instance, tenants are requested to review their tenancy and/or lease agreements, and this policy, to determine who is responsible for removing and/or eradicating specific pests or infestations. We will assist them in this if required.
- 5.2.2 Tenants are responsible for keeping their homes clean and tidy and have a responsibility for ensuring that there is no food or other material to encourage or sustain a pest infestation, either inside their property, or outside within communal areas. To support these outcomes the following should be considered:
  - Keeping food covered or stored in pest proof containers.
  - Using bins and bin stores correctly, storing and disposing of waste in a manner that prevents access by pests.
  - Avoiding the accumulation of static/stagnant water.
  - Taking appropriate measures to prevent attracting pests to the site through improper wildlife feeding.
  - Preventing or avoiding the build-up of hoarded goods that might attract pests.
- 5.2.3 Tenants are generally responsible for dealing with common household pests (unless the infestation is within a communal area or has arisen due to a structural defect or disrepair) such as houseflies, flying insects, ants, bed bugs, fleas, moths, household beetles, plaster beetles, silverfish, caterpillars and spiders. Whilst this list should not be considered as exhaustive, we will work with tenants to provide advice when treating these pests.
- 5.2.4 In the event a tenant deals with a pest themselves there is an obligation to ensure that all reasonable precautions are taken to ensure that any traps used target only the specific species and must be so placed so as to not kill or harm any other animal, bird, person, etc If a tenant uses poison then it must be in a sealed container which cannot be accessed by children or other wildlife. Tenants must not, under any

circumstances, use control methods such as snares, glue-traps, bows or crossbows, firearms or explosives, etc.

- 5.2.5 Tenants have a responsibility not to treat pests in any open area or garden in a way that poses a potential danger to children, pets or other wildlife.
- 5.2.6 Where a case has been reported, every effort will be made to arrange a convenient time and date with the tenant for access to assess and treat the infestation. Appointments will be made, and written notice provided in accordance with our access procedure. In cases where access is denied after rearranged appointments and following written notifications of potential legal action, we will seek an injunction to gain access.
- 5.2.7 It is a condition of the Tenancy Agreement that tenants must provide access for a landlord and any specialist contractor where this is required to undertake safety check/inspections and works. Specific details are set out in the Tenancy Agreement.
- 5.2.8 We will consider innovative ways to gain access. Where we do need to seek legal intervention our preferred first option will be the use of court injunctions.
- 5.2.9 In the event a tenant is absent from the home for an extended period and hasn't left contact details for access, there may be occasions (where the circumstances are considered an emergency) when forced access is required in order to undertake the necessary pest control works.
- 5.2.10 We recognise that in certain cases there may be underlying issues that contribute to access problems which may relate to a support need, language, or specific tenancy management problems. In these circumstances, we will work with the tenant and other agencies to overcome these matters sensitively, but we will continue to pursue legal action where cases are overdue. The access procedure highlights the need to take a balanced and sympathetic approach but not compromise or unduly delay the legal process.
- 5.2.11 Where multiple visits are necessary for baiting or other treatments, tenants are expected to have taken all reasonable measures advised by Red Kite staff and their specialist pest control contractor(s) to maximise the value of the action being taken. If the tenant fails to do so, and the infestation continues or becomes quickly re-infested, Red Kite will issue warnings and may recharge the relevant tenant(s).
- 5.2.12 In cases where a tenant misses three planned pest control visits, Red Kite reserves the right to close down the pest control case and cease any further visits or treatment. In consultation with the Homes Team, Red Kite may also consider seeking an injunction for access and/or to recover all associated costs from the tenant involved. Such charges may include costs for treating adjacent properties where a failure to provide access has resulted in a spread of the infestation.

### **5.3 Red Kite**

- 5.3.1 In cases where Red Kite is responsible for pest control (where the infestation is within a communal area or has arisen as a result of a structural defect or disrepair),

Red Kite will assess all reports of infestations of rats, mice, glis glis, squirrels, badgers, cockroaches, wasps, bees and some birds ['eligible pests'], investigate the cause, implement measures that will eradicate the infestation and minimise the likelihood of a recurrence.

- 5.3.2 Red Kite have a responsibility to maintain its homes and buildings in a good reasonable order so as to minimise the likelihood of pest infestations and utilise the Housing Health & Safety Rating System to identify and protect against any potential risks and hazards to health and safety arising from any deficiencies identified in tenant/leaseholder's homes. Building defects resulting in infestations, which are not caused by or are not the responsibility of tenants, should be reported to Red Kite's Contract Management Team.
- 5.3.3 Red Kite will carry out periodic inspections of estates and deal with any issues arising which could result in pest infestation if not addressed.
- 5.3.4 Where appropriate Red Kite will work with our management companies, managing agents and the local authorities covering our operational area to ensure that agreed standards are met and that issues are responded to.
- 5.3.5 Red Kite shall ensure that they have access to specialist qualified and accredited pest control services that will ensure that their obligations can be met, working with the local authorities where appropriate.
- 5.3.6 Red Kite will respond to all reports of pest infestations on a case-by-case basis, taking into account the risks to people, environment and property.
- 5.3.7 In relation to Awaab's Law, Red Kite shall ensure that all response times, reporting protocols and action to completion timeframes accord with Red Kite's approved procedure.
- 5.3.8 Red Kite will generally seek to arrange for an on-site assessment of all reported 'eligible pests' within 5 working days of being notified. Appropriate action (if required) will then be commenced within a further 5 working days. Tenants should be aware however that appropriate measures may be required over a period of time that is dictated by the nature of the issue.
- 5.3.9 Where Awaab's Law applies and an issue is assessed by a Red Kite Technical Officer (under Red Kite's Triage Matrix) as being an 'emergency', an on-site assessment of all reported 'eligible pests' shall be undertaken within 3 working days of being notified, Appropriate action (if required) will then be commenced immediately or within 24 hours as appropriate. The household shall be decanted if the property is not made safe within the deadline.
- 5.3.10 Red Kite will keep tenant(s) updated on proposed actions, timeframes and reasonable expectations. Actions may include those required of the tenant(s).
- 5.3.11 In cases that involve badgers, Red Kite will bear the cost of taking appropriate and reasonable action to ensure the matter is resolved in accordance with the Protection of Badgers Act 1992.

## **5.4 Leaseholders & Shared Owners**

- 5.4.1 Leaseholders and shared owners are generally responsible for resolving issues of pest control within their property (this should be verified by checking the lease). In the case of leasehold properties, Red Kite are generally only responsible for maintaining the external structure of the property though relevant and proportionate consideration will be given to infestations within communal grounds. Costs will be recharged to leaseholders as appropriate.

## **5.5 Local Authorities**

- 5.5.1 Under the Prevention of Damage by Pests Act 1949, local authorities such as Buckinghamshire Council have a statutory duty to ensure their neighbourhoods are kept free from rats and mice as far as is practically possible. This duty may be fulfilled by:

- Carrying out inspections.
- Destroying rats and mice on land that they occupy.
- Serving an enforcement notice on the owner or occupier of the land to ensure it is clear of pests.
- Take appropriate action to deal with a statutory nuisance.

- 5.5.2 Local authorities also have the ability to take action against feral pigeons, house doves, pigeons, starlings or sparrows under the Public Health Act 1961.

- 5.5.3 Under the Public Health Act 1936, local authorities have the power to serve notice on the owner or occupier where premises have vermin or other infestations, and to request removal. The Act also gives local authorities the right to enter and do the works itself, recovering the expenses and/or costs from the owner or occupier (as appropriate).

- 5.5.4 Part 3 of the Environmental Act 1990 imposes a duty on every local authority to inspect its area for statutory nuisances and to take reasonable steps to investigate any complaints of statutory nuisance that it receives. Pests, including rats, mice, and other vermin, can be considered a form of statutory nuisance if they are causing a nuisance to the health or comfort of people, or are detrimental to the local environment. Under the Act, local authorities have the power to serve an abatement notice requiring action to remove and/or prevent such pests. Failure to comply with an abatement notice could lead to further legal actions, such as fines or prosecution.

- 5.5.5 Red Kite will therefore work with the local authorities where they have a responsibility in relation to pests on our land and in our homes with a view to ensuring that they too meet their obligations.

## **5.6 Policy Management & Implementation**

- 5.6.1 The Assistant Director (Finance) and Commercial Manager are responsible for ensuring that this policy is kept up to date and consistent with any new Red Kite strategies. It will be reviewed every three years or following a change in legislation or regulatory requirements, to ensure that it remains fit for purpose.

5.6.2 The Commercial Manager is responsible for ensuring that this policy is adhered to through the implementation of the related procedure and auditable documentation.

## **6. Legal & Regulatory Framework**

6.1 Red Kite is a charitable, regulated provider of social housing that is registered in England with the Financial Conduct Authority.

6.2 This policy supports both Red Kite's legal obligations under the Homes (Fitness for Human Habitation) Act 2018 and compliance with the Regulator of Social Housing's Neighbourhood and Community Standard.

6.3 Associated and relevant legislation in relation to this policy include:

- Public Health Act 1936 & 1961
- Prevention of Damage by Pests Act 1949
- The Wildlife and Countryside Act 1981
- Landlord & Tenant Act 1985
- Environmental Protection Act 1990
- Protection of Badgers Act 1992
- Wild Mammal Protection Act 1996
- Control of Pesticides Regulations (as amended 1998)
- Control of Substances Hazardous to Health Regulations 2002
- Housing Act 2004 (inc. Part 1: Housing Conditions – Housing Health & Safety Rating System)
- Animal Welfare Act 2006
- Anti-social Behaviour, Crime and Policing Act 2014
- The Conservation of Habitats and Species Regulations 2017
- Homes (Fitness for Human Habitation) Act 2018
- Social Housing (Regulation) Act 2023.

## **7. Key Principles**

### **7.1 Generally**

7.1.1 All pest control work commissioned by Red Kite shall be undertaken by a reputable specialist that is a member of either the British Pest Control Association (BPCA) or National Pest Technicians Association (NPTA).

7.1.2 All pest control work commissioned by Red Kite shall be carried out in accordance with the Code of Practice of the British Pest Control Association and BS EN 16636:2015.

7.1.3 All pesticides used shall conform to ISO 257:2018 and shall be used in accordance with the Control of Pesticides Regulations (as amended 1998) and the COSHH Regulations (2002).

## 7.2 Pests within a home

- 7.2.1 Red Kite recognises that having a pest infestation within the home can be extremely upsetting. We know that living in a home infested with pests can have a significant mental and emotional toll on individuals and families and can impact on overall well-being and quality of life. We will therefore make every effort to resolve the matter as quickly as possible and in partnership with our tenants.
- 7.2.2 When a report is made of a pest infestation we will establish both the nature of the infestation and what course of action is needed. This may include arranging for a specialist pest control contractor to attend the home.
- 7.2.3 Upon receipt of a report of a pest infestation we will inspect the home to determine if there is a property defect. If there is, we will carry out remedial work and deal with the pest problem. If there are no property defects, we will provide the tenant with advice on how to manage the pest infestation. Where there is risk of the infestation spreading to other homes, we may provide timescales for the work to be resolved.
- 7.2.4 Once we have identified the cause of the pest infestation, we may address it in a number of ways that may include, but not limited to:
- Advice on how to prevent or deter the pest.
  - Proofing works (the sealing of identified entry points).
  - Baiting (the use of food substitute to attract, trap and/or eliminate an identified pest).
  - Decontamination.
  - Decanting (if relevant, depending on circumstances).
- 7.2.5 Before commencing any work, Red Kite will ensure we carry out a risk assessment to ascertain any vulnerabilities. We can then respond appropriately and know what mitigations may be needed. We will ensure that any response is empathetic and that it is clear on what course of action is needed (even if the action is for the tenant to take) to resolve the problem.
- 7.2.6 Where an infestation of pests is caused by a tenant's lifestyle, Red Kite shall generally aim to recover the costs of any treatment required in accordance with our Tenant Recharges Policy. As such regard will be given to vulnerability issues as laid out in this policy. If no action is taken to prevent a recurrence, Red Kite may take action under the terms of the tenancy or lease. Before doing this however, Red Kite will always try to contact the tenant and provide appropriate advice as to how to manage the problem. Red Kite will not take action until they have provided the relevant tenant(s) with a written warning detailing their responsibility and how the problem should be resolved. Where appropriate, Red Kite will work with tenants and/or support agencies to resolve the issue and will only take legal action as a last resort where all other options have failed to resolve the problem.
- 7.2.7 Instances where Red Kite may need to undertake pest control works and recharge the cost include, but are not limited to:



- Where the pest infestation is causing a significant risk to tenant health and / or property.
- There is a risk of the pest infestation spreading to neighbouring homes.
- There are vulnerabilities in the home.

7.2.8 We may also need to work with partner agencies to support the tenant to prevent a recurrence. A tenant may also be subject to tenancy breach action.

7.2.9 In extreme cases where a tenant has been unsuccessful in treating a bed bug or flea infestation, particularly in communal properties, Red Kite will review its approach on a case-by-case basis upon receiving a specialist report from its appointed contractor. In the case of there being adjoining properties, this may include an inspection of properties next door, above and/or below.

7.2.10 Tenants are permitted to employ Red Kite's pest control contractor for services needed in their home, but this is a private contract between the tenant and the contractor. Red Kite is not involved and is not responsible for any payment for these services.

### 7.3 Pests within communal areas

7.3.1 Red Kite will deal with pest infestations that are found in the communal parts of our properties, such as lobbies, hallways, staircases, landings of blocks of flats and bin stores.

7.3.2 Red Kite will also deal with pest infestations that are present in the 'structure' of blocks of flats, such as drains, roof or loft spaces, car parks, boiler rooms and refuse areas/enclosures.

7.3.3 Through its Grounds Maintenance, Cleaning and Asset Management contracts, Red Kite will ensure that estates and bin areas for which it is responsible are maintained regularly to minimise litter, rubbish and bin overspill. Where reasonable and practical, the use of close-topped bins will be considered. Where bin provision is the responsibility of the Council, Red Kite will liaise with the relevant authority to minimise the risk of pest infestation.

7.3.4 Red Kite will seek professional advice where appropriate. For example, bees and glis glis are endangered and / or protected and so may require specialist control that does not lead to their destruction. This may also apply to some nesting birds, such as starlings.

7.3.5 Where appropriate, in accordance with the Recharges Policy, Red Kite will recover the cost of all pest control works carried out in communal areas through service charges paid by the tenants and leaseholders who benefit from them in line with their tenancy agreements and leases.

### 7.4 Approach to pigeons

- 7.4.1 It is the responsibility of tenants to keep balconies clean, free from rubbish and to deter pigeons. Where a tenant has problems with pigeon droppings and the like on their balcony, Red Kite can provide them with a quote to clean the balcony, with costs being recharged back to the tenant. We can also provide them with information about how to deter pigeons. We will not however install pigeon proofing to individual balconies.
- 7.4.2 Red Kite will only install pigeon proofing to communal areas in exceptional circumstances where the communal areas to proof are easily accessible and require limited expense to access.
- 7.4.3 All communal pigeon proofing cost will be charged back to tenants (and leaseholders where relevant) via service charges. Where necessary this will include consultation costs.

## **7.5 Proofing Works**

- 7.5.1 Where Red Kite attend to a property in response to a case of pest infestation, proofing works may be carried out in order to prevent future infestation.
- 7.5.2 For pest infestations that have originated in communal areas, Red Kite will arrange the carrying out of proofing works where required.

## **7.6 Other**

- 7.6.1 For some pest infestation cases, Red Kite will work with the relevant local authority where appropriate.
- 7.6.2 The local authorities are also available for help and advice in dealing with problems with pests and vermin. They also provide some support services although there may be a charge for it.
- 7.6.3 If it is deemed necessary to decant a tenant from their property due to a pest infestation that requires more intensive treatment, then the emergency decant procedure will be followed.

## **7.7 Performance Monitoring**

- 7.7.1 Information on the pest investigation and any treatment undertaken will be collected by the appointed contractor and monitored by the Contract Officer/Manager. This will generally include the following:
- Site attendance dates.
  - Pests found.
  - Treatments / baits used and their location.
  - Control of Substances Hazardous to Health data.
  - Recommendations to maintain the site as a pest free environment.
  - Regular meetings to review the performance of the contract, including the cost of the services/works required.
  - Photographs of the evidence of pest issue and the location/s affected.

- 7.7.2 Where an Environmental Health Department has served notice on Red Kite to carry out pest control treatments, this work will be monitored under the same process as all other Environmental Health Notices. Red Kite will make all reasonable efforts to carry out the required work within the statutory timescales in the notice and keep customers informed.

## **8. Policy Statement**

- 8.1 Red Kite is committed to having effective pest eradication and management procedures in place to protect the health and wellbeing of tenants and leaseholders, maintain the condition of its homes and buildings, and meet environmental responsibilities and related obligations.
- 8.2 This policy explains how we will manage pest control issues in tenants' homes and within our communal areas. We will work closely with local authorities and other agencies as required to manage our responsibilities and ensure that links to any alike issues in homes of a similar construction, the same block or in the locality are identified so that coordinated action can be taken. This may include proactive proofing to resolve inherent defects or environmental issues that are likely to result in pest infestations.
- 8.3 In support of this policy, we shall maintain a Pest Control Process Map that communicates a clear and shared understanding of how the service is to be managed, and to promote consistency.
- 8.4 We will apply this policy consistently and fairly and will not discriminate against anyone based on any relevant characteristics, including those set out in the Equality Act 2010.

Document Controls			
<b>Version</b>	1	<b>Effective date</b>	December 2025
<b>Subject matter expert drafter</b>	Commercial Manager	<b>Policy owner</b>	Assistant Director - Finance
<b>Related pod</b>	Finance / Contract Management	<b>Related policy</b>	<ul style="list-style-type: none"> <li>• Repairs Policy</li> <li>• Tenancy Policy (&amp; Tenancy Agreement)</li> <li>• Shared Ownership Sales Policy (&amp; Lease Agreement)</li> <li>• Recharges Policy</li> <li>• Twenty11 Recharges Policy</li> <li>• Anti-Social Behaviour Policy</li> <li>• Neighbourhood Management Policy</li> <li>• Equality, Diversity and Inclusion Policy</li> <li>• Pet Policy</li> <li>• Compensation Policy</li> </ul>
<b>Review period</b>	3 years	<b>Next review due by</b>	December 2028
			<b>YES</b>
Red Kite Group policy, including Twenty11			<input checked="" type="checkbox"/>
Equality Impact Assessment completed			<input checked="" type="checkbox"/>
Delegated approvals			
<b>Approved by ELT</b>	Interim Group Resources Director	<b>Approved Date</b>	24 <sup>th</sup> December 2025