



Pest Control Policy

1.0 Purpose and scope

This policy sets out our approach to controlling pest infestations in residents' homes and communal areas.

The policy applies to all properties for which NHG is responsible for carrying out pest treatment, as determined by their tenancy, licence or lease agreement.

Notting Hill Genesis takes all reports of pest infestations seriously and adopts a risk-based approach to dealing with pest infestations.

This document should be read in conjunction with our:

- Repairs policy
- Estate management policy

2.0 Definitions

Pests can be any vermin, rodents, or insects which are commonly considered to be a pest. This includes but is not limited to rats, mice, cockroaches, squirrels, pigeons, wasps, fleas, bedbugs, pharaoh ants, maggots and silverfish which can carry and transmit serious diseases.

Infestation is the presence of large numbers of insects or animals that are classed as pests. This can often cause harm or damage to the home or building.

Pest control means regulating or managing pests and may include blocking their entry to homes in line with the requirement of the Human Habitation Act.

Communal area is parts of a property that we own and manage shared and used by residents who live there. Examples of communal areas are hallways, staircases, car parks, landings and bin stores.

Structural problems are issues with the structure of the building, such as the roof or walls, or damage caused to the structure of the building from pests.

Recharging is when we have carried out works and would charge back these costs to the individual resident, such as when works are the residents' responsibility.

Service charge is referred to in Section 18 (1) of the Landlord and Tenant Act 1985, as amended, defines a service charge as an amount payable by a tenant of a dwelling as part of or in addition to the rent. It is:

- Payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
- The whole or part of which varies or may vary according to the relevant costs.

3.0 Responsibilities

In all cases, terms set out in individual tenancy and leasehold agreements take precedence over the statements in this policy.

2.1 NHG responsibility

We take all reports of common pest issues seriously and will treat infestations of pests promptly. We adopt a risk-based approach to dealing with pest infestations, which involves adapting approaches to treating infestations of different severity levels, and continuing to monitor methods used.

We are responsible for treating pest infestations, unless it is established that the residents own actions have led to the infestation. In cases where we initially treated the pest infestation, and it is later found to be caused by resident actions, we may recharge.

Examples of when we would provide pest control includes:

- Communal areas, such as entrances, hallways, staircases, bin stores (except for temporary housing where managing agents are responsible)
- Defects in the home (see [Defects Policy](#) for further information)
- Structural problems in the home, such as sizeable holes in the roof or walls
- Infestations proven to be present at the point of letting
- Infestations affecting multiple homes due to the condition of the building

If the resident has not been successful with their attempts to remove the pest issue when it is their responsibility, then we will intervene subject to recharge.

We are also responsible for providing advice to residents on how to deal with/reduce the spread of pests. We will be guided by professional advice where appropriate. Please see our pest control leaflet for further information.

We will comply with the Wildlife and Countryside Act 1981 which protects wild birds, including pigeons. It is an offence to intentionally harm the animal, including harming its nest or eggs. This means we will not install pigeon spikes as a form of pest control.

2.1 Resident responsibility

We acknowledge that pests can access tidy homes, however the resident is responsible for keeping the inside of their home clean and tidy so as not to encourage pest infestation. This includes areas like the residents' private balcony and garden.

Residents should ensure their home is safe, healthy, and free from things that could cause serious harm. This includes taking steps to prevent pests, dispose of waste properly, report repairs and infestations promptly, and allowing access to investigate or treat for pests where required.

Where the resident is responsible for the pest infestation, we will expect them to take suitable and appropriate action to eradicate the pests. We will provide advice about dealing with infestations. Where the resident suspects there is a pest activity, they can signpost to the local authority (see Section 6).

Residents are required to report a pest infestation to us as soon as practically possible, and to provide access to their home if necessary for infestation treatment to take place. If access is not provided, we will refer to the [No Access Policy](#).

We seek to support residents whose actions may be contributing to a pest infestation.

2.2 Different tenures

Leaseholders will have a different set of responsibilities for homes they occupy. These can be found in the terms of their individual lease, or their title deeds.

For residents living within Temporary Housing there may be occasions where the responsibility lies with the property owner rather than NHG or the resident. In these cases, we will work with both the resident and the property owner to ensure the treatment is carried out satisfactorily.

Residents living in our market and submarket rent homes should refer to their individual occupancy agreement for their responsibilities.

4.0 Responding to pest reports

We will organise a pest treatment and take suitable and appropriate action where a new pest problem is identified.

Pest control action we take is within the following timeframe:

Category	Response time
Immediate threat to health	Attend the site within 6 hours
All other works	The first visit to be carried out within 10 working days of receiving the request.

We determine timeframes based on the household circumstances and other factors such as resident vulnerability and level of infestation.

We will liaise and communicate with residents on what work is being done. In some circumstances, for example with structural issues in the home, a

separate contractor may attend to treat the infestation which will be communicated with residents.

If tenants are required to move due to planned or emergency works, they may be relocated in line with our [Relocation Policy](#).

3.0 Service charges and recharging residents

3.1 Services charges

We may recover the costs that we incur on pest control through service charges. This is dependent on the tenure/lease, responsibility for treating the infestation and where/how the infestation occurs. Residents should refer to their individual occupancy agreements for full details of services that are chargeable to them. Please see our [service charge policy](#) for further information.

For examples of when we would recover the cost through service charges for infestations we have treated, please see the scenario table in [Appendix 1](#) for examples by tenure.

3.2 Recharging residents

We may also recharge some or all the cost of infestation treatments to individual residents where the individual:

- Has not addressed contributory household behaviours which is the reason for recurring infestations
- Has not carried out pest control treatments where it was their responsibility because of contributory behaviours, and are able to do so (for example, a resident might not be able to carry out pest control if their vulnerability prevents this)

Due to the risk of harm to residents, we will treat bedbug infestations initially. If it is later established that the bedbug infestation was a result of the resident's actions, then we may recharge.

4.0 Communal areas

Where we are responsible for pest infestations in a communal area, which is defined under the terms of individual lease and tenancy, we will manage the infestation.

In line with our [communal areas policy](#), residents are not permitted to store personal items in communal areas, and are responsible for keeping these areas clear. This will help prevent pest infestations spreading and increase visibility if an infestation does occur. Residents should report any signs of pests in communal areas.

If applicable, we will notify residents when infestation treatment will start and the frequency. Residents will be informed about the progress through an

agreed channel convenient to them including telephone, text messaging, email, or letter.

In cases where the infestation involves endangered or protected animals or insects, we will seek professional advice where necessary to ensure the action we take is proportionate and suitable.

For buildings with ongoing or historical pest issues, we will adopt a risk-based pest management plan, considering the risk to both residents and the building.

5.0 Preventative measures

As per our [lettings standard](#), the home will be free from pest infestations, and we will conduct pest proofing works, such as filling holes or gaps, prior to the installation of any new bathroom suit or kitchen. This aims to serve as a preventative measure so that, when properties are empty, we are reducing the risk of pests entering through structural points in the home.

Where a report of a pest infestation is made, we will attend and may carry out proofing works (such as entry points) or other preventative measures such as blocking, to prevent future infestations.

6.0 Partnership working

Under the Prevention of Damage by Pests Act 1949, Local Authorities have a statutory duty to ensure their neighbourhoods are kept free from rats and mice as far as is practically possible.

We will work with Local Authorities and Environmental Health where appropriate to address issues that might lead to a pest infestation such as inappropriate waste disposal or missed bin collections. Where the infestation is caused by actions from a neighbouring property that we do not own or manage, we will work with environmental health to ensure appropriate action is taken against the landlord or owner occupier.

7.0 Vulnerability

We recognise that some residents may be disproportionately affected by pests or may have difficulty managing infestations. Where the resident is not able to deal with the infestation and the infestation poses a risk to their wellbeing or to other households, we will provide support with pest control treatment on a case-by-case basis. We will not recharge vulnerable residents for infestation treatment. Our [vulnerability policy](#) outlines how we may tailor our service to individual needs accordingly.

Some residents may display behaviours which indicate they do not have capacity to maintain a tidy home, such as living with hoarding disorder or behaviours. We work with residents to offer support whilst helping them to maintain their safety and wellbeing, in line with our [hoarding policy](#).

In cases where the resident is hoarding, we will risk assess the situation to understand how we can best mitigate any further issues. We will also consider making a safeguarding referral if concerns arise around someone living in the home.

8.0 Legal action

Where it is the resident's responsibility to deal with the pest infestation and they are not doing so, or the resident is breaching their occupancy agreement, we may consider legal action. This includes where the resident does not provide access to their home to carry out pest treatment.

We will not take legal action without providing notice or an opportunity to remedy the issue. We will consider exceptional circumstances, such as where there is a member of the household who is vulnerable.

9.0 Reporting a pest issue

Residents can report an infestation by:

- Logging into [My Account](#) and reporting the issue
- Contacting your local officer directly, which includes your property manager or building manager
- Contacting the customer service centre: 020 3815 0000
- Contacting our live chat through our website: [Contact us - Notting Hill Genesis](#).

10.0 Our approach

In writing this policy we have carried out assessments to ensure that we are considering:

- Equality, Diversity & Inclusion

We also carry out consultations with our staff and customers. If you would like more information about this work, please get in touch at policy@nhg.org.uk.

11.0 Reference

- Homes (Fitness for Habitation) Act 2018
- Environmental Protection Act 1990
- Public Health Act 1936, Section 83
- Prevention of Damage by Pests Act 1949
- Health and Safety at Work Act 1974
- Wildlife and Countryside Act 1981

- Landlord and Tenant Act 1985, Section 9A
- Housing Act 2004

Document control

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Version Control

The version number should increase by 0.1 if the changes are minor, or by 1.0 if there have been significant changes.

Date	Amendment	Version
02/06/2025	New policy	1.0

Appendix 1- Service charge matrix

Scenario	General needs and supported housing	Leasehold
Infestation is in a communal area and is caused by a fault in the building or disrepair	We will not recover the costs through service charge	We will apportion the costs to Leaseholders
A pest issue within a single home is caused by the actions of a resident who lives in the property	We will not recover the cost through service charge but will seek to recover the costs of treatment and clearance from the specific resident	We will not recover the costs through service charge
A pest issue is occurring across multiple homes, and we have established that it is not residents actions or disrepair that is the cause. There is risk of further spread.	We will recover the cost through service charge	We will recover the cost through service charge
Infestation in the communal area where disrepair is not the cause	We will recover the cost through service charge	We will recover the cost through service charge
Infestation in the home where it can be evidenced that it was present when the resident moved in.	We will not recover the cost through service charge.	We will not recover the costs through service charge