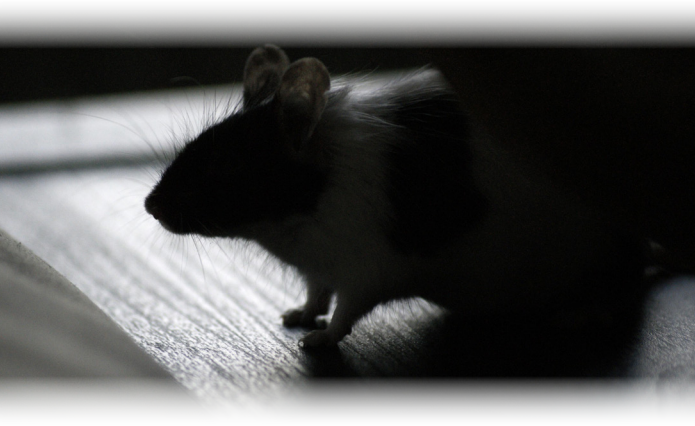


Pests and Vermin

Unfortunately we sometimes find ourselves sharing our homes with unwanted guests. Whether you live in a modern suburban home, a rural period property or a city apartment, pests in the form of mice, rats, birds, bats, fleas, mites, insects, wasps and even badgers and foxes can be frequent visitors to the home and garden.

For some tenants this might come as a surprise - moving home often involves a change of regional location and climate and this can present an unexpected issue of pests and vermin for new occupants - this can be especially true if a home-move involves a change from town to country and vice versa.

We are based in South Somerset and manage properties in diverse locations such as Bath, Taunton, Yeovil, villages and isolated rural properties and occasionally we have to assist tenants who have problems with pests.



So what can a tenant do?

Often tenants will expect this to be a problem for the landlord to resolve... and vice-versa. I therefore think it is helpful to first look at some legal obligations of both landlord and tenant:

- Landlords have a duty to maintain a property and not allow the property to fall into disrepair.
- Landlords also have a responsibility to provide a property fit for human habitation, and basic standards have to met. At commencement of a tenancy, a home free from infestation and vermin is a more than reasonable expectation
- Tenants have a duty to report maintenance and to not permit “waste” (in a legal context this means to not omit or neglect a problem)

- Tenants also have a duty to act in a “Tenant-Like Manner” (again this is a legal term and arises from some old, but still valid case law, requiring tenants to undertake basic maintenance and household tasks around the home.

So, bearing the above points in mind, if the fabric of the building can be proved to be causing the problem then the landlord is, arguably, responsible for a remedy.

Example: we recently had a terraced house with birds nesting in the loft and messing on the contents and making a lot of noise. The lack of soffits or guards in the form of nets/mesh around the eaves was providing easy access for birds to enter. We therefore arranged for soffit guards to be installed on behalf of the landlord.

If the problem can be proved to have existed before the tenant moved in, and if the landlord could reasonably have taken steps to eradicate the problem, then there is an argument to say the landlord is responsible for a remedy. (Of course, it may have been the previous tenants fault but, ultimately, the landlord needs to provide a home free of pests and vermin at commencement of a tenancy).

Example: fleas... These have an incubation period of several weeks and a previous occupants pet may be responsible. This is why we request pet owners to agree to fumigation at the end of a tenancy.

An infestation that arises due to a tenant’s inaction is almost certainly the tenant’s issue to resolve.

Example: A tenant refuses to clear the property of waste and old food. Bags of rubbish are attracting flies, maggots and rats. Unwashed clothes and bed linen are also allowing mites and bed-bugs to infest the property (this is a fictional scenario - Proudhouse inspect every quarter and would not allow a situation like this to prevail in any of our managed properties). It would not be reasonable to hold the landlord responsible for pest control and eradication in this example; in fact the tenant would probably be in breach of the tenancy contract and this might be grounds for repossession.

Let’s be clear - some things are just a fact of life! I have mouse-traps in my own home in the loft. I live in a rural area - mice, especially over winter, occasionally come into the home. It sounds harsh but I don’t recommend humane traps or poison. I just want to stay on top of the problem. It’s just one of the little jobs around the house that need doing - it doesn’t matter whether you’re a homeowner or a tenant - these things happen. This is an example of a tenant requiring to undertake tasks as part of their duty to act in a “Tenant-Like manner”.

However, sometimes it is not clear cut. Some pests such as fleas have an incubation period and it can be hard to determine when, and who, transported or allowed the pests to propagate. In these cases the tenant should seek independent, expert and qualified advice. Organisations such as the local authority's Environmental Health department will advise and assist - the local authority have powers to enforce landlords to undertake improvements if necessary. Also, a private pest control firm would also be able to undertake a survey.

So to summarise - the responsibility for pest control depends on the circumstances. Tenants should not assume that they are free of any obligation. In our experience the busiest times for pest control queries is the summer when insects and vermin are active. In the absence of an obvious defect with a property it is usually the tenants problem to resolve although independent and expert advice should be sought if there is any doubt.

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