



COMMUNITY HOUSING
Industry Association Victoria

Practice Guidance

Pest Management



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Overview

The purpose of this guide is to support Community Housing Organisations (CHOs) to deal fairly, efficiently and appropriately with preventing and managing pest infestations in properties.

It is guided by the requirements outlined in the Residential Tenancies Act 1997 (Vic).

This guide is designed to complement the template Pest Management Policy by providing further details on how to manage pests under that policy and assist to establish procedures and processes.

Should you have any questions or comments on any of the information in this guide, please email leadingpractice@chiavvic.com.au.

Key resources

The key resources referred to in this guide can be found below.

Key resources	Links
Consumer Affairs Victoria (CAV) Director's Guidelines	Guideline 1 - Maintenance
	Guideline 2 - Cleanliness
	Guideline 4 - Urgent repairs
Residential Tenancies Act 1997 (RTA)	RESIDENTIAL TENANCIES ACT 1997 (austlii.edu.au)

Definitions

The definitions for common terms used in this guide are set out below.

Term	Definition
CAV	Consumer Affairs Victoria, or the Director of Consumer Affairs
RTA	The Residential Tenancies Act 1997 (Vic). The principal legislation governing rental housing in Victoria
VCAT	Victorian Civil & Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the Residential Tenancies Act 1997



Background

A pest infestation occurs when insects or rodents rapidly spread and cause damage, health risks, and/or impact the quiet enjoyment of a home.

Factors that can make pests become more problematic include weather conditions, changes in seasons, temperature, moisture and availability of food sources.

Pests seek food, water and shelter to survive. The risk of a pest infestation can be reduced by removing access to these in and around the home.

The implementation of prevention strategies, educating renters and treating infestations early can minimise harmful exposure and damage to properties and renter's personal belongings.

Types of pests

Information about the common pests in Victoria, how to identify them, and treatment solutions can be found through the following links from the [Department of Health Victoria](#) website:

- [Ants](#)
- [Bedbugs](#)
- [Cockroaches](#)
- [European wasps](#)
- [Fleas](#)
- [Rodents](#)
- [Spiders](#)
- [Termites](#)

Causes

Pest infestations can become a problem due to a range of factors. Common causes include:

- Lack of cleanliness and excessive clutter
- Improper sanitation
- Inappropriate storage of food or waste
- Cracks, gaps and openings in walls, foundations, doors and windows
- Climate changes and extreme weather conditions
- Brought into the home on luggage, furniture, clothing, pillows and boxes.



Potential impacts

Pest infestations, particularly if left untreated may result in:

- Structural damage – the integrity of the building can be affected by pests such as termites which can burrow through wood, compromising the stability of walls, floors and foundations.
- Electrical hazards – damage to electrical systems and live wires can increase the risk of fire.
- Health risks – pests such as cockroaches and rodents can carry diseases. Food can be contaminated by ants, flies and pantry pests making it unsafe for consumption, leading to foodborne illnesses and the cost of wasted food. Respiratory issues and allergens can be exacerbated, and living with pests in the home can have a negative impact mental health.
- Personal belongings – damage to clothing and furniture resulting in costly repairs and replacements.
- Neighbours – people living close by, particularly in high density buildings may be affected where an infestation has spread.

Identifying a problem with pests

Signs of a pest problem can be identified by:

- The pests themselves
- The presence of bites
- Bug blood stains or droppings
- An offensive odour
- Nesting materials
- Gnaw marks on furniture, walls and electrical wiring
- Saggy or hollow wood
- Sounds like scurrying in the walls or ceilings
- Pets excessively scratching, biting or grooming themselves.

Signs of an infestation is not always immediately obvious as pests can hide and breed in concealed areas such as wall spaces, attics, and behind or underneath appliances.

Urgent repairs

Rental providers must ensure urgent repairs are attended to immediately, and are defined in [s3\(1\)](#) of the RTA to include:



*“Any fault or damage that makes the property unsafe or insecure, including **pests**, mould or damp **caused by or related to the building structure.**”*

This should be read and interpreted in conjunction with the Director’s Guidelines on Cleanliness, detailed below.

Director’s Guidelines

The Director of Consumer Affairs Victoria has issued guidelines which the Victorian Civil & Administrative Tribunal (VCAT) must consider when determining relevant disputes.

[Guideline 1 – Maintenance](#)

The maintenance guidelines state that the rental provider’s duty to maintain the premises under [s68](#) of the RTA includes “*managing pest infestations*”.

[Guideline 2 – Cleanliness](#)

The maintenance guidelines are somewhat contradicted by the cleanliness guidelines which cite the Tribunal’s interpretation that “*the presence of rats or mice in the property*” can be a sign of lack of cleanliness.

[Guideline 4 – Urgent repairs](#)

The urgent repairs guidelines clarify the definition of responding ‘immediately’ to urgent repairs, which is dependent on the urgency of the repair (as urgent repairs are not all equally urgent), and the complexity or significance of the repair.

Considerations which affect the scale of urgency include whether failing to respond to the issue poses a severe risk to the health and safety of renters or has caused (or the potential to cause) serious damage to the property or the renter’s belongings.

Factors which affect the complexity or significance of an urgent repair include repairs that are not simple to resolve, dependencies on other parties, and difficulties with gaining access to the property.

Summary

Traditionally, responsibility for pest control has been dependent on the cause of the infestation with the relevant duty provisions being [s63 Renter must keep and leave rented premises reasonably clean](#) and [s68 Residential rental provider’s duty to maintain premises](#).

The Director’s Guidelines on Maintenance appear to shift the responsibility further toward rental providers.

CHIA Vic has recommended changes to the Director’s Guidelines to rectify this and to clarify that pest infestations that were present at the start of the tenancy or that are related to the building structure are the responsibility of the rental provider, and



infestations related to the use of the property (e.g. food or waste inappropriately stored resulting in a cockroach or rodent infestation) are the renter's responsibility.

Rental provider responsibilities

Under [s68](#) of the RTA, rental providers are responsible for ensuring the property is maintained in good repair and in a reasonably fit and suitable condition for occupation.

CHOs should proactively take preventative measures and promptly treat pest infestations to provide and maintain a safe and healthy living environment for renters. Responsibilities may include:

- Checking the property is free of pests during vacant maintenance works.
- Regularly inspecting the property, including common areas, for signs of pest infestations.
- Promptly attending to repairs, in particular water leaks and plumbing problems (potential water source for pests) and building faults or unsealed entry points (for example, holes, cracks and crevices in walls, skirting boards, windows and doors).
- Urgently attending to reports of pest infestations, identifying the potential causes and solutions to rectify the issue. Sometimes finding out the cause is complex and could be due to a combination of factors.
- Urgently treating the property for pest infestations that are found to be related to or caused by the building structure. Engaging professional pest control services if required, particularly in circumstances of persistent and recurring infestations, to identify the root cause and provide effective treatment solutions.
- Providing renters with practical and accessible information about prevention and pest control management, supporting renters to resolve pest infestations, engaging with support workers where applicable, and making referrals to specialist support services if required.
- Keeping renters informed about a pest control plan, the treatment process, requirements for preparing the property and personal belongings for treatment, and how to prevent pests from returning.
- Following treatment, undertaking follow up inspections to determine the effectiveness of the treatment.
- Where a pest infestation poses a serious health risk to the renter and their household, rental providers should work with renters and their supports to explore options available based on their individual circumstances, for example temporary or permanent relocation.

Renter responsibilities



Under [s63](#) and [s61](#) of the RTA, the renter must keep the property reasonably clean and free from damage, and under [s62](#) the renter must notify the rental provider of damage and/or breakdown of facilities as soon as practicable.

Renters should take reasonable steps to prevent and manage pest infestations, including:

- Where the presence of a pest infestation is identified at the property, in the common areas, or at a neighbouring property, reporting it to the rental provider immediately.
- Reporting water leaks, plumbing problems, unsealed entry points or any other issues which may be contributing to the infestation to the rental provider immediately.
- Maintaining the property to a reasonable level of cleanliness and hygiene (regular vacuuming and laundering).
- Taking reasonable measures to reduce clutter.
- Keeping the property free of rubbish and exposed food scraps.
- Eliminating food and water sources by storing food properly in sealed containers, cleaning up spills and removing unnecessary containers of water.
- Keeping pets and their living environment clean and tidy, checking for fleas and treating pets for fleas if required.
- Maintaining gardens to a reasonable condition (keeping compost covered, removing excess foliage and potential nesting sites or shelters).
- The use of domestic pesticides (sprays, dusts, baits and chemical barriers), where safe and appropriate to do so, ensuring to read the label before use and applying them in accordance with directions and safety information, or engaging a licensed pest control operator.
- Allowing contractors access to the property for treatment to be completed.
- Any other reasonable measures to address issues that have caused or contributed to a pest infestation at the property.

Not every renter will be in a position to resolve pest control issues themselves and CHOs should engage with supports where relevant or make referrals to appropriate support services if required.

Determining liability

In determining liability, CHOs should investigate the cause of the pest infestation to determine whether responsibility for treatment is the responsibility of the rental provider (caused by or related to the building structure), or the renter (caused by or contributed to by the renter's use of the home).

Sometimes finding out the cause is complex. Pest infestations can be due to a combination of factors, and in some cases, responsibility is unable to be clearly determined.

In either case, CHOs should work with renters to seek agreement on a pest control plan and proceed with action to treat the infestation quickly.



Regardless of liability, CHIA Vic recommends creating a pest control policy that encourages reporting by committing to pay for initial treatments. Such policies ensure residents are not disincentivised from reporting and allow CHOs to treat and monitor infestations and come to agreements with residents on actions to reduce risks of reinfestation. This can be particularly important in high-density properties.

Pest control treatment

Pest control treatments should be applied as quickly as possible.

Whether professional pest control services should be engaged will depend on the severity of the issue.

Further information about pest control and finding a licensed pest control operator can be found through the Department of Health Victoria website [Pesticide use and pest control](#), including information about using household pesticides safely and alternative ways to prevent pests here [Pest control clients - general information](#).

Depending on the type of treatment, renters may need to prepare their home and personal belongings for treatment, for example:

- Bagging and removing sheets, blankets, and clothes and washing and drying them on a hot setting.
- Clearing floor spaces and storage areas such as wardrobes, drawers and cupboards.
- Leaving the property while treatment is being completed.
- In circumstances of severe infestations, disposal of personal belongings that are not salvageable.

Dispute resolution

Where agreement about who is responsible for pest control cannot be reached, resolution may be sought through:

- Making an application to VCAT for a decision.
- Mediation or dispute resolution services.
- Obtaining an assessment report by an occupational hygienist, environmental health professional or expert from the local council.
- Obtaining a report from a medical professional, such as a doctor.
- The CHO's internal complaints process.



Appendix 1: Pest control agreement

[Note: This is a template agreement for community housing organisations and should be tailored to the specific needs of the organisation, individual circumstances of the renter, and the type of pest control treatment that is required.]

Renter's name _____

Property address _____

This pest control agreement sets out the responsibilities between [CHO] and [renter's name] to undertake pest control treatment at [property address] and an agreed plan for follow up preventative measures.

Preparing for treatment

[CHO] will:

- Engage a suitably qualified professional pest control service provider to undertake pest control treatment at the property
- Pay for the cost of the initial treatment
- Advise the renter of what steps they need to take to prepare for treatment.

The renter will be required to:

- Prepare the property for treatment in accordance with any instructions from the pest control service, as advised by [CHO].

Pest control treatment

[CHO] will:

- Schedule a suitable day and time for pest control treatment to be completed at the property, in accordance with property access requirements.

The renter will be required to:

- Allow pest control contractors access to the property for treatment
- Vacate the property during treatment if required
- Cooperate with the pest control provider and follow all instructions provided during and after the treatment (for example, leave baits in place).

Preventing reinfestation

[CHO] will:



- Schedule a follow up inspection to check that treatment was effective
- Where reinfestation occurs and the root cause of the issue is unable to be determined, [CHO] will engage a professional pest control provider to identify the potential cause and effective treatment solutions
- Where reinfestation occurs that is found to be caused by or related to the building structure, [CHO] will make arrangements and pay for the cost of subsequent treatments as required.

The renter will be required to [insert/delete as required]:

- Monitor the effectiveness of treatment
- Report any signs of reinfestation or pest activity to [CHO] immediately
- Allow access to the property for any follow up inspections or treatments
- Maintain the property to a reasonable level of cleanliness and hygiene
- Take reasonable measures to reduce clutter
- Keep the property free of rubbish and exposed food scraps
- Store food properly in sealed containers, clean up spills and remove unnecessary containers of water
- Keep pets and their living environment clean and tidy, check for fleas and treat pets for fleas if required
- Maintain gardens to a reasonable condition
- Comply with any pest treatment plan requirements and instructions from pest controllers aimed at avoiding reinfestations.
- Where a recurring infestation or infestations are found to be caused by the renter's non-compliance with the terms of this agreement, the renter is liable for making arrangements and to pay for the cost of subsequent treatments as required.

Renter's signature _____

[CHOs] signature _____

Date of agreement _____

