



County of Wellington  
Social Services Department  
Housing Services

Housing Operational Policy  
and Procedures Manual

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Policy Name:

**Pest Management Policy and Procedures**

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Cross Reference:

- Ontario Pesticides Act (1990)
- Ontario Regulation 63/09
- Health Canada
- Publication- *Technical Guidance: Pesticides Act and Ontario Regulation 63/09 Municipalities, Ontario, May 2011*
- Publication- *Pesticide Classification Guideline for Ontario, Ontario, February 2009*
- City of Guelph By-law (2008)- 18551

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**PURPOSE**

The County of Wellington is committed to working in partnership with our community to sustain healthy neighbourhoods. Effective and environmentally sound stewardship is a fundamental component of maintenance management within the County of Wellington.

The purpose of this policy is to develop pest management approaches that adhere to Integrated Pest Management principles.

**POLICY STATEMENT**

The County of Wellington will manage pests using IPM principles and practices that:

1. Minimize the risk to human health and the environment;
2. Maximize the use of natural controls and alternatives to the use of pesticides, and emphasize prevention;
3. Minimize the reliance upon chemical controls;

4. Use an ecologically responsible approach through which there is participation in the development of Natural Area Management plans that are created within the Municipality in suitable areas; determine cost-effectiveness, inclusive of long-term maintenance of various public facilities and landscapes.
5. Consider community values in establishing standards of maintenance of public land.
6. Utilize site specific information to determine appropriate pest management decisions.

## **DEFINITIONS**

- **Chemical Control.** The use of a synthetic chemical pesticide to suppress or control a pest.
- **Cultural Practices.** Management practices that focus on the prevention of pests by maintaining healthy hosts through proper planting, pruning, mulching, irrigation, nutrient requirements and sanitation practices.
- **Ecology.** The study of relationships between living things, with each other and their environment.
- **Ecosystem.** A community of organisms and their physical environment.
- **Native.** Species of animals or plants that have not been introduced by people or their direct activities.
- **Natural Area.** Open space containing unusual or representative biological, physical or historical components. It either retains or has had re-established a natural character, although it need not be completely undisturbed.
- **Natural Control.** The use of living organisms (parasites, predators, pathogens) that have been approved by Health Canada to manage pests.
- **Non-essential pesticide use.** The use of a pest control product without first giving preference to available non-pesticide alternatives or without following the principles of Integrated Pest management defined in the policy.
- **Pest.** Any organism, including weeds, insects, diseases, rodents, etc., which by the location or size of its population, adversely interferes with the health, environmental, functional or economic goals of humans.
- **Pesticide.** A micro-organism or material that is represented, sold, used or intended to be used to prevent, destroy, repel or mitigate a pest, and includes without limitation:
  - (i) a plant growth regulator, plant defoliator or plant desiccant;
  - (ii) a control product under the Pest Control Products Act (Canada), other than a device that is a control product; and
  - (iii) a substance that is classified as a pesticide under the Ontario Pesticides Act (1990).
- **Exempt Pesticide.** Exempt Pesticide means pesticides federally labelled and included in O. Reg. 63/09 Exempted Pesticide List.

- **Pest Management Plans.** Means a plan that describes:
  - “ a program for controlling pests or reducing pest damage using integrated pest management, and;
  - “ the methods of handling, preparing, mixing, applying and otherwise using pesticides within the program.
- **Precautionary Principle.** The principle that environmental and human health measures must anticipate, prevent and attack the causes of environmental degradation and impairment of human health, and where there are threats of serious or irreversible damage to the environment or human health, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation and the impairment of human health.
- **Preventative Measures.** Management practices that are directed towards preventing the establishment of pests (e.g., site design, generic material, optimal site selection for plant material, proper planting and cultural practices, etc.).

### **APPLICATION OF THIS POLICY**

This policy shall apply to all social and affordable housing projects under the management of the County of Wellington.

### **IPM PROGRAM**

**Integrated Pest Management (IPM):** Is an approach that uses a combination of techniques in an organized program to suppress populations (i.e., weeds, insects, diseases, etc.) in which all necessary techniques are consolidated in a unified program so that pests are kept at acceptable levels in an effective, economical and environmentally sound manner. The components of an IPM program are:

#### **(a) Determining Action and Injury Levels**

**Action level** is the level of development of a pest population at a specific site when action must be taken to prevent the population from reaching the injury level.

**Injury Level** is the point in growth of a pest problem where it will cause an unacceptable impact upon: Public safety, recreation or health; natural and/or manageable ecosystems; economic injury to desirable plants; or the integrity, function or service life of facilities.

#### **(b) Selection of Optimal Strategies**

- Least disruptive of natural controls
- Least hazardous to human health
- Minimize negative impacts to non-target organisms
- Least damaging to the general environment
- Best preserves natural or managed ecosystems

- Most likely to produce long-term reductions in pest control requirements
- Effective implementation is operationally feasible
- Cost efficient in the short and long term

(c) **Timing** - applying a treatment action during the most vulnerable time in the life cycle of the vegetation or pest with the least impact on natural predators and/or other non-target organisms.

(d) **Monitoring** - the regular surveying of sites and/or features to understand and identify the location and extent of potential pest management problems.

(e) **Record Keeping** - maintaining written records of specific pest management factors observed during monitoring, information on labour and materials used in implementation of the IPM program, results of pest management ecosystems; aesthetic values; economic injury to desirable plants; or the integrity, function, or service life of facilities.

(f) **Evaluation** - analysis of treatment strategies and pest management plans to determine the effectiveness of the control program. These records are helpful in developing future pest management plans.

### **Direct Involvement with Pest Control**

The Service Manager will be directly involved in managing pests by implementing and evaluating IPM programs in accordance with the requirements of this policy. Staff may be appointed to manage the program. These IPM programs shall include:

- A record keeping and monitoring system, to ensure documentation of the target pest, alternative methods that were assessed and/or implemented, type and quantity of pesticide used, site and area of application, certification that notification was made.
- Maintenance management guidelines, procedures, standard and pest management plans.
- IPM implementation timetables, strategy, charges and costs.
- Education and training of service manager staff.
- Where possible, a means of notifying and consulting with the County of Wellington and City of Guelph, in addition to the signage requirements.

### **Design and Development**

Those staff involved with the management/development, review and implementation of landscape and facilities will implement and evaluate IPM programs in accordance with the requirements of this policy. These programs shall include:

- Landscape and facility design and construction criteria and standards that promote cost-effective and ecologically sound management of landscape vegetation and pests.
- Timetable, strategy and costs of the IPM component of the landscape and facility design.

### **Regulatory Context**

The County of Wellington Housing Services, including all of its branches and contractors, shall comply with all laws, regulations, bylaws and policies that are directly or indirectly related to weed and pest management operations.

### **Notice of Pesticide Use**

Any County of Wellington Staff that uses any pesticides must comply with the notice requirements set out in the current versions of the following publications: *Technical Guidance: Pesticides Act and Ontario Regulation 63/09 Municipalities*, Ontario, May 2011 and the *Pesticide Classification Guideline for Ontario*, Ontario, February 2009.

This policy does not apply to any of the following:

(a) exempt pesticides; or

(b) use of a pesticide for the following purposes:

- in a public pool
- to purify water intended for the use of human beings or animals inside a building
- to control or destroy animals or plants that constitute a danger to human beings
- to control or destroy structure-destroying insects.
- to control or destroy animals or plants that constitute a danger to the environment or sensitive ecosystems

### **County of Wellington Housing Services Contracts**

When the Housing Division enters into a new contract or extends the term of an existing pest management contract where a pesticide may be used the contractor shall comply with this policy.

### **CONCLUSION**

Environmental stewardship is a shared responsibility requiring the commitment of all County Staff. Pest suppression on County Social Housing properties will be conducted through an Integrated Pest Management (IPM) approach.

The endorsement of an IPM policy safeguards our waterways, ecological habitats and urban heritage. The protection of our resources will be encouraged to all members of the community

## **PROCEDURAL ADDENDUM (Current as of August 20, 2012)**

### **Responsibilities of the County of Wellington:**

- a) Create an ongoing service contract with a reputable pest management company
- b) Act promptly to any tenant or staff reported pest management issues
- c) Complete monthly inspection reports on all building common areas (e.g. lounges, hallways, stairwells and laundry rooms) through a reputable pest management company.
- d) Track monthly inspection reports, unit inspection reports and unit treatment reports and maintain a log of all confirmed and suspected pest management issues.
- e) Documentation is to be retained by the County of Wellington for a period of 7 years before destroyed.
- f) Keep all tenant treatment information confidential unless otherwise required to be released to assist in pest management treatment.
- g) Educate both tenants and staff of potential pest management issues in the community. (potential pest management issues requiring education are to be determined by the County of Wellington)
- h) Repair any physical damage to property owned by the County of Wellington caused by a pest. Remuneration through tenant charges is possible to cover costs of repairs, if the tenant is found to be responsible for damages because of negligence.
- i) Remove the unit switch and receptacle covers if required for treatment.
- j) Remove the unit baseboards if required for treatment

### **Responsibilities of all County of Wellington tenants:**

- a) Mitigate pest management issues by keeping the unit clean and clutter free
- b) Inform the County of Wellington of a potential pest management issue as soon as possible (or during the next weekday with office hours)
- c) Clean any surface pest excrement in the unit resulting from a pest management issue
- d) Prepare unit as instructed in unit preparation sheets provided by the County of Wellington or the contracted pest management company.
- e) Find alternative accommodations if needed during treatment at no cost to the County of Wellington
  - No food/shelter or utility costs will be paid for alternate accommodations or for the unit rented from the County of Wellington unless otherwise stated in your lease.
- f) To be available or to make alternative arrangements, to allow a pest management contractor access to the unit for treatment
- g) Properly treat household pets with a flea control system. Proof of an in use flea control system may be required for the County of Wellington to cover part or all of the required treatment costs
- h) Render useless all bedding and furniture being set aside for disposal
- i) Ensure that all disposed bedding and furniture is wrapped during transport through building halls and common areas.

**Consequences of tenants not meeting requirements:**

- a) If the tenant does not meet the requirements to avoid a pest management issue by keeping the unit clean and clutter free, then tenant charges could be applied to the tenant ledger to cover the full costs of the treatment(s) and any subsequent treatments needed.
- b) If the tenant does not meet the requirements for a pest management treatment to occur, then tenant charges will be applied to the tenant ledger to cover the full costs of the treatment(s) and any subsequent treatments needed.
  - If any other/neighbouring units in the building are contaminated by the same pest management issue due to an inspection/treatment delay by a tenant, then the delaying tenant could receive tenant charges to cover the costs needed to treat these added pest management inspection/treatments.
- c) If two inspection/treatment appointments are missed or two inspections/treatments are cancelled due to the unit being improperly prepared for treatment, then steps will be taken through the Landlord Tenant Board to terminate tenancy based on interference with the landlord.
- d) If the County of Wellington is charged for any missed appointments by the pest management contractor, then tenant charges will be applied to the tenant ledger to cover the full costs of the missed inspection(s)/treatment(s)

**Pest management concerns with initial treatment paid in full by the County of Wellington:**

- a) Specific pests covered:
  - Pharaoh ants
  - Carpenter ants (wood boring ants)
  - Bed bugs
  - Cockroaches
  - Bees/wasps/hornets (nests only)
  - Large pests (depending on local by-laws and time of year restrictions)
- b) Conditions of full initial treatment coverage:
  1. Unit must be properly prepared for treatment as stated in the initial treatment letter/booklet on the date assigned. Proper unit preparation is to be determined by the pest management contractor
  2. The tenant must attend all appointments set by the pest management contractor for inspections and treatments.
  3. Payment coverage of any subsequent treatments is at the discretion of the County of Wellington.

**Pest management concerns with initial treatment partially paid by the County of Wellington:**

- a) Specific pests partially covered:
  - Ants (non wood boring)
  - Earwigs
  - Silverfish
  - Fleas

- Mice
- b) Conditions of partial initial treatment coverage:
- 1) Unit must be properly prepared for treatment as stated in the initial treatment letter/booklet on the date assigned. Proper unit preparation is to be determined by the pest management contractor.
  - 2) The tenant can choose to treat these pests themselves at their own risk. Any personal or property damage caused by self treatment is the responsibility of the tenant.
  - 3) If the County of Wellington is asked to treat one of the pest noted in this section, then only 50% of the initial treatment overall costs will be covered by the County of Wellington. The remaining 50% of the costs will be applied as a tenant charge on the tenant's ledger.
  - 4) The County of Wellington will only split costs with the tenant on the initial treatment. Any subsequent treatments performed as requested by the tenant will see 100% of the costs applied as a tenant charge on the tenant's ledger
  - 5) Full payment coverage of any initial or subsequent treatments is at the discretion of the County of Wellington.

**Education:**

- a) County of Wellington staff education will include:
- On-site staff being able to identify potential pest management concerns
  - Know where to look for different pest management concerns
  - How to conduct themselves
  - An understanding of the pest management process
  - An understanding of preventative measures
- b) Tenant education will include:
- Who to call when a pest management issue is suspected
  - Recognizing pest management concerns of importance in the region
  - Avoiding bed bugs and other pests
- After a pest management issue is identified
- How to prepare unit for treatment
  - Laundering and handling procedures for tenant possessions.

**Occupational Health and Safety requirements:**

- a) The County of Wellington shall provide proper protective clothing to all staff before they enter a unit that is confirmed or suspected of having a contamination risk pest management issue.
- b) Staff may wear protective clothing provided when entering a unit that is confirmed or suspected of having a contamination risk pest management issue.



## **EXTENUATING CONSIDERATIONS**

- 1. Pest Resolution when tenant's ability to meet treatment requirements for unit preparation is in question:**
  - Option 1: Family could be contacted to help assist in preparation (Tenant approval required)
  - Option 2: Look to the community to help with prep (Tenant approval required)
  - Option 3: Hiring a restoration company or a community organization to prep the unit for treatment (Tenant Approval required).
- 2. Hoarding circumstances and the preparation for treatment.**
- 3. Additional time for tenant compliance.**
- 4. Helpful supportive documentation to tenants:**
  - Client preparation checklist for the control of bed bugs
  - Clean out information form
  - Pharaoh ant treatment preparation form
  - Residual spray-clean out information form.