

# Conducive Conditions and Contracts for Wood Destroying Organisms

## Common Conducive Conditions for Wood Destroying Organisms Around Your Home

Understanding and correcting conducive conditions for wood destroying organisms around your home gives you an active role in protecting your greatest investment – your home. Wood destroying organisms (WDO's) include termites, wood rot fungi, and wood destroying beetles. The key to preventing most of these pests is keeping moisture levels low in and around your home. Without this moisture, most WDO's cannot survive and thrive. The following are common conducive conditions for subterranean termites specifically and what you can do about them.

**Sill plate in close proximity to soil.** Many Florida homes are built “on grade” where the floor level is at or only slightly above the exterior soil level. This puts the sill plate at peril to moisture and termite infestation.

Solution: This can be corrected by re-establishing the property grade six to eight inches below the slab and having the yard slope away from the structure. You should have at least a small step up into your house.

**Foam insulation in contact with soil.** Foam insulation is an energy conserving addition to your home. However, if the foam insulation board is installed in direct contact with soil, or in close proximity to the soil or grade, termites have a readily available entryway into your home.

Foam insulation board is easily penetrated and tunneled through by termites. In fact, termites have been known to penetrate and tunnel through lead, vinyl and PVC plastics. The foam insulation board also retains moisture which termites need to survive and thrive.

Solution: This situation can be corrected by cutting off the foam board so it stops six to eight inches above the grade of the property. You want to be able to view the foundation of your home between the siding and the soil or mulch to spot any termite activity.

**Siding or stucco in contact with soil.** Where siding is installed below grade level or in direct contact with soil, termites can build their mud tubes between the siding and foundation and enter your home completely undetected. This is the case no matter what type of exterior siding material is used -- brick, wood, stucco, vinyl or even coquina.

Although it may be aesthetically appealing to have siding meet the soil, termite entry is virtually impossible to spot. Additionally, some types of paint are porous to rain or sprinkler water. This additional moisture in a wall could support a colony of termites above ground where the pretreatment barrier would have no effect.

Solution: As with foam insulation board, siding must stop six to eight inches above the soil. You should also use grades of paint which seal the stucco or siding against any water intrusion. Caulking and sealing around windows, doors and any edges or seams will make the siding as water-tight as possible.



**Florida Department of Agriculture and Consumer Services**  
**Adam H. Putnam, Commissioner**

**Cracks in concrete slabs.** Although small, hairline cracks are normal in most slabs, large settlement cracks provide access for subterranean termites. Conventional chemical treatments rely on the integrity of the concrete slab to act as a barrier against termites.

Solution: Where these breaches occur, additional chemical treatments may be needed. Carpets and flooring may need to be lifted to allow the pest control operator to drill holes in and around the crack and apply additional termiticides. Following the treatment, cracks can be sealed with patching or joint compounds.

**Inadequate property grade.** If water from rainstorms or sprinklers is allowed to accumulate and sit next to your house, it may hasten the breakdown of the chemical barrier and contribute excess moisture to the walls. The grading around the house should channel water away from the structure.

Solution: You may need to modify the physical grade of your property. Unfortunately, this is often an expensive proposition. Simply put, your house should not sit in a bowl – it should sit on a mound. Even if you are only able to modify one or two sides of the structure, this will allow water to drain away from the walls, allowing for proper drainage and drying.

**Lawn sprinklers wet the walls.** If water from sprinklers directly contacts the walls of your house, they may be causing a lot of direct damage. If not damaging your property, they are at least providing the moisture termites need to survive. This will also contribute to wood-decay fungi development.

Solution: Modify your sprinkler spraying patterns away from the walls of your house. Monitor the systems frequently. Maintain the walls of your house and when re-painting use a good quality, water repellent paint.

**Lack of rain gutters.** Because of Florida's sandy soils, rain gutters are rarely installed. Additionally, in the past, sizable overhangs, or eaves, kept water run-off away from the exterior walls. New construction designs often call for shorter eaves, which don't offer any protection of the walls from rain.

Solution: Rain gutters divert large volumes of rain water away from the house and protect the chemical barrier. By installing rain gutters with at least a 1 foot extension, you direct the water away from the structure.

**Plant materials next to home.** Landscaping such as bushes, turf and wood mulch right up against the home are essentially termite food that can harbor termites from where they can easily invade your home. Tree limbs in proximity or over the home as well as tree stumps and firewood piles near the home also create these termite harbors.

Solution: Maintain at least a six inch gap between your home and all landscaping including rocks (which retain the moisture). Keep tree limbs trimmed up, remove tree stumps near home, and place firewood as far from the home as possible.

Homeowner maintenance is a large part of the cooperative effort between consumers and pest control companies to control termite infestations. If maintenance problems like leaks or cracks are not corrected, termite treatments are subject to failure and will not prevent reinfestation. Question your pest control inspector about what maintenance steps you can take to deter the pests from infesting your home. He or she should be able to point out modifications and repairs which can correct construction faults and assist in

termite control. If you don't repair a leaking pipe or foundation crack you may be inviting termites into your home. Chemical treatments for termites are ineffective when construction methods and/or moisture sources disrupt or break down the chemical barriers.

### **Wood-Destroying Organism Contracts**

A WDO contract is one of the best ways to protect yourself. You should understand what your termite contract provides coverage for AND you should make sure you are dealing with a licensed pest control company.

Remember, there are primarily two types of termites, drywood and subterranean, in Florida. Each type requires its own method of treatment and different contract terms.

A pest control company must give you a written contract-warranty prior to any preventive or corrective treatment for each wood-destroying organism. This contract must be provided to you before any work is done and before any payment is made so that you have an opportunity to thoroughly read it and understand exactly what services are being provided.

WDO contracts, issued to consumers, must state whether they are issued for "Retreatment and Repair, Retreatment Only, or No Warranty". The costs can vary by construction type and size of the structure, but a retreatment and repair warranty is generally more expensive.

Retreatment and repair will obligate the company to return to perform retreatment and to repair any "NEW" damage caused by termites. Be sure to understand how this is determined.

Retreatment only contracts will obligate the company to return and perform additional treatments to control the infesting organism. There will be no repairs at all.

No warranty-no Guarantee treatments are issued for spot treatments and situations where construction defects prevent the pest control company from being able to establish proper barriers or bait/monitoring systems.

Termites and other wood-destroying organisms can cause some anxiety, but never rush a treatment decision. It is always to your advantage to take an extra couple of days or weeks to obtain additional estimates and find contract terms to your liking.

Thoroughly read the entire contract. Pest control companies are required to disclose whether there are any limitations or exclusions; and to clearly list those limitations. The contract must also clearly state the covered wood-destroying organism(s) and list any excluded wood-destroying organisms.

All contracts issued after June 1, 2007, will require a company to reinspect your property (as required by contract terms) within 30 calendar days of written notification by the contract holder to the company and the company must provide for retreatment (as required by contract terms) within 90 days of the discovery of an infestation unless the consumer refuses access or agrees to waive or postpone the treatment in writing.

If your contract expires or lapses before a contractually obligated retreatment can be performed, the company is required to provide you a written offer within 90 days to perform this retreatment (in accordance with the original contract terms) at no additional cost.

A company must notify you, in writing, of any property condition that would be the basis for denying responsibility under the contract within 60 days of noting the problem during their inspection, in order to provide you time to make the necessary repairs. **If you do not make the repairs within 60 days, they are not liable for any damage caused by that maintenance issue.**

And finally, you will be required to sign a state mandated consent form if you are going to “change” to a new company while you still have active coverage.

Be very cautious of companies that show up at your door and claim to have purchased your present company or contract. If such a situation does occur, state law mandates that you receive a written notice from your present company informing you that your warranty has been sold to another company (or that they have ceased operations).

#### ANNUAL INSPECTIONS

Contracts must specify whether and when an annual inspection will be performed. Some warranties require the contract holder to request the inspection.

In any homes, an annual inspection for termites is a must. A trained company representative will inspect your house for signs of infestation and potential problem areas.

However, these inspections may not discover the initial stages of termite infestations. Termites do their damage behind closed walls and inaccessible areas. They may cause damage for several years before you discover them when they swarm in the spring or fall or when remodeling.

#### RESOLVING CONTRACTUAL DISPUTES

The Department of Agriculture and Consumer Services, Bureau of Inspection and Incident Response has no authority to adjudicate or arbitrate in disputes between homeowners and either their building contractors or pest control companies.

The Department’s involvement will center around contractual compliance with the regulation requirements and/or if actual consumer fraud is involved.

For interpreting contract terms and compliance with those terms, disagreeing parties must resolve contractual disputes in civil court.