

## The Multi-Dwelling Bed Bug Control Act

Be it enacted by the [the state of XXX]:

- A. The legislature finds and declares that:
1. Populations of the common bed bug, *cimex lectularius*, have increased by 500 percent in the past few years.
  2. The tenant of a multiple dwelling unit is in the best position to detect infestations of bed bugs within their dwelling unit. Therefore, occupants of multi-dwellings should be vigilant about preventing the presence of bed bugs in their homes.
  3. Bed bugs leave signs of their presence in bedding and in a dwelling that are visible to the naked eye, making education of a dwelling occupant a critical aspect of prevention.

### Section 1- Definitions

- A. For purposes of this section:
1. "Bed bug" means an insect of the species "Cimex Lectularius," commonly referred to as a bed bug.
  2. "Control" means the process required by a professional pesticide applicator to attempt to eliminate or manage an infestation of bed bugs by poisoning, spraying, fumigating, trapping or by any other recognized and lawful pest-elimination method, including repeated applications of any treatment, particularly to areas where bed bugs are likely to congregate. Control of bed bugs shall be deemed completed if there has been no evidence of bed bug activity for 50 days after the last application of any treatment.
  3. "Infestation" means the presence of bed bugs, or signs of their presence, in a quantity large enough that the tenant of a dwelling unit has knowledge or should have had knowledge of the presence of bed bugs in the dwelling unit.
  4. "Surrounding unit" means unit or units that share a common wall or are located above or below.

### Section 2- Landlord Obligations

- A. The landlord shall maintain the multi-dwelling free of an infestation of bed bugs.
- B. Upon written notice from the tenant the landlord or its pest control company representative shall within five (5) days visually inspect the unit for bed bugs. Upon evidence that an infestation of bed bugs does exist in the unit the landlord shall within ten (10) days start the process of controlling the bed bug infestation in the dwelling unit.
- C. Pursuant to [XXXX State Law] the landlord shall not apply any bed bug control techniques as set forth in Section 1 (A) of this act.
- D. When the landlord requires access to a dwelling unit for purposes of inspecting for an infestation of bed bugs or controlling an infestation of bed bugs, the landlord shall provide at least a 24 hour notice to the tenant in writing that the landlord requires access for purposes of inspecting or controlling the infestation of bed bugs.

- E. Except in a situation where the landlord has been grossly negligent and as provided by law the landlord and its employees, officers, agents, and directors shall not be liable to the tenant or their guests for any damages relating to and arising from the infestation of bed bugs or the inspection for and control of bed bugs.

### Section 3- Tenant Obligations

- A. The tenant shall maintain the multi-dwelling free of an infestation of bed bugs.
- B. A tenant who fails to report any bed bug infestation within the dwelling unit within seven (7) days after move-in shall be an acknowledgement by tenant that the dwelling unit is acceptable and bed bug free.
- C. A tenant who has knowledge of or should have had knowledge of an infestation of bed bugs or who suspects the presence of bed bugs in their dwelling unit, based on the presence of characteristic bite marks or other known indicating factors, shall notify the landlord in writing as to the presence of bed bugs within their dwelling unit within 48 hours. Notice provided by the tenant per this section constitutes permission to the landlord to enter the dwelling unit for the purpose of inspecting for or controlling bed bugs.
- D. A tenant who fails to notify the landlord of the presence of bed bugs per this section cannot hold the landlord liable for damages.
- E. A tenant who fails to notify the landlord of the infestation presence of bed bugs per this section can be held liable for all bed bug control expenses for the unit and surrounding units that are or may become infected with bed bugs. Such expenses may include, but are not limited to, the cost of the pest control treatment or treatments, removal and replacement of carpet or flooring, removal and replacement of cabinets or other surfaces, repainting and alternative housing for other residents that may be temporarily displaced from their infected unit.
- F. Upon notice pursuant to Section 2 from the landlord a tenant shall grant the landlord, the landlord's agent, and the landlord's pest control company and its employees access to the unit for purposes of inspection or controlling of bed bugs.
- G. If the tenant, after receiving notice of an inspection or control procedure pursuant to section 2 interferes with, obstructs, or inhibits access to the unit for purposes of an inspection for, or control of, the infestation of bed bugs, or who fails to assist or cooperate in a manner determined by the pest control applicator to be necessary to satisfactorily complete the treatments necessary to eliminate or control a bed bug infestation, the landlord shall not be liable to the tenant or their guests for any damages relating to and arising from the presence of bed bugs. The tenant will also be in violation of [XXX of state law] for failure to maintain his or her dwelling unit materially affecting health and safety.
- H. The tenant shall comply with bed bug control protocol as set forth by the landlord and its pest control company retained by the landlord to carry out control including, but not limited to, pre-treatment activities, evacuating the dwelling unit during and after treatment for required period of time, completing all post-treatment activities, and immediately reporting ineffective treatment or re-infestation to the landlord.

- I. Failure to completely comply with the pest control protocol will result in the tenant being financially responsible for all pest control treatments of the unit and surrounding units that are or may become infested as a result of the tenant's failure to comply with the pest control protocol. Such expenses may include, but are not limited to, the cost of the bed bug control treatment or treatments, removal and replacement of carpet or flooring, removal and replacement of cabinets or other surfaces, repainting and alternative housing for other residents that may be temporarily displaced from their infested unit. The tenant will also be in violation of [XXX of state law] for failure to maintain dwelling unit materially affecting health and safety.
- J. Pursuant to [XXXX State Law] the tenant shall not apply any bed bug control techniques as set forth in Section 1 (A) of this act.

#### Section 4- Financial Obligation

- A. The control of bed bugs in the unit may constitute damages to the unit beyond normal wear and tear and the landlord may itemize and deduct from the tenant's security deposit actual bed bug control costs pursuant to section [XXX of state law (state security deposit law)] if the tenant fails to provide notice or comply with the bed bug protocol. The landlord shall have a separate cause of action for the collection of costs related to the control of bed bugs that exceed tenant's security deposit and for which the tenant is liable to the landlord under this act.
- B. The landlord and tenant may agree that the tenant is wholly responsible for bed bug control costs notwithstanding this act.

#### Section 5- Bed Bug Pamphlet

- A. The [appropriate state level department] shall, as soon as practicable and [XX years] thereafter, prepare a pamphlet that describes bed bugs and explains how bed bug infestations spread.
- B. This pamphlet may contain additional information the [department] deems necessary and may be revised by the department whenever new information concerning bed bugs becomes available.
- C. The pamphlet shall contain the following information:
  1. Specific facts about bedbugs, including its appearance, breeding and feeding habits.
  2. Tenant behaviors that are risk factors for attracting and supporting the presence of bedbugs such as, but not limited to, purchasing renovated mattresses, used furniture or pre-owned clothing, and travel to tropical climates without proper precautions.
  3. Measures that may be taken to prevent and control bedbugs in a residential setting including professional pest control exterminating, cleaning the dwelling space and mattresses, and laundering bedclothes and clothing.
  4. The pamphlet shall contain, in conspicuous form, the following statement: "[The appropriate state agency's rule regarding who can legally apply pesticides]".

5. The pamphlet shall contain, in a conspicuous form, the following statement: “It is your landlord’s duty to keep the premise free of the presence of bed bugs.”
  6. The pamphlet shall contain, in a conspicuous form, the following statement: “You may be responsible for the cost of control of bed bugs if you fail to properly maintain your dwelling.”
  7. The pamphlet shall contain, in a conspicuous form, the following statement: “If you notice or suspect the presence of bedbugs in your unit, you are required by law to promptly notify the owner or manager of your unit. You may be responsible for the costs of bed bugs if you do not notify your landlord.”
  8. The pamphlet shall contain, in a conspicuous form, the following statement: “Upon reasonable notice, you must grant the landlord of your apartment, their agent or the landlord’s pest control company and its employees, access to the apartment for purposes of an inspection for or the control of the infestation of bed bugs. This inspection may include a visual inspection and manual inspection of your personal belongings, limited to bedding and furniture. If bed bugs are found in the unit, additional access and measures may be required. If you do not grant your landlord access for purposes of an inspection or the control of the presence of bed bugs or if you obstruct access for purposes of visual inspection, your landlord shall not be responsible for any costs and damages relating to and arising from bed bugs in your unit.”
  9. The pamphlet shall contain, in a conspicuous form, a statement describing the legal rights and obligations imposed on tenants and landlords per [The Multi-Dwelling Bed Bug Control Act citation].
- D. The [department] shall make the pamphlet available at no cost to landlords, tenants, and members of the general public, in a form suitable for distribution to landlords for their use in tenant bed bug education.
1. The department shall make the pamphlet available in both English and Spanish languages.
  2. The department shall post the pamphlet on the department’s Internet website, in an easily printable format.
- E. The pamphlet shall serve as an informational document only, and nothing therein shall be construed as binding on or affecting a judicial determination related to this act. The pamphlet shall not be deemed to be medical advice.

#### Section 6-Municipal Preemption

#### Section 7- County Preemption