In drafting and circulating this measure, NAA does not intend to urge its members to pursue such legislation in their respective states and localities. Rather, recognizing the likelihood that legislation addressing bed bugs in multifamily residential rental property may surface in jurisdictions where the issue has not yet been addressed statutorily, we offer this measure as an example of language that may be used to promote the interests of the multifamily rental housing industry in deliberations with lawmakers and other stakeholders. Members should not hesitate to amend the measure, as necessary, to meet their unique needs. This model was developed by NAA staff for informational and educational purposes only; it is not intended to establish or represent any type of legal guidance or industry standard in regards to its subject matter.

Title XX: Real Property
Chapter XX: (STATE) Residential Landlord and Tenant Act
Article: Multifamily Residential Bed Bug Control

§XX-XX-XX: An act to amend §(STATE statute(s)) related to bed bug control in multifamily residential rental property.

Section 1.

A) The legislature of the (STATE) finds and declares that:

1) Populations of the common bed bug, cimex lectularius, have increased by 500 percent in recent years; and

2) Tenants of multifamily residential dwelling units are in the best position to detect infestations of bed bugs within their dwelling unit and should be vigilant regarding the detection and prevention of bed bugs in their home.

Section 2.

As used in this article:

A) “Bed Bug” means an insect of the species “cimex lectularius,” commonly referred to as a bed bug.

B) “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, heating or by any other recognized and lawful pest elimination method, including repeated application of any treatment, particularly to areas where bed bugs are likely to congregate.

C) “Infestation” means the presence of bed bugs or signs of their presence in a quantity large enough that the tenant of a multifamily residential rental dwelling unit has knowledge or should have had knowledge concerning the presence of bed bugs in the unit.
D) “Surrounding unit” means unit or units that share a common wall or are located adjacent to, above or below the unit in question.

Section 3.

A) Upon written notice from a tenant of a multifamily residential rental property that he or she suspects the presence of bed bugs in his or her unit, the landlord or the landlord’s designated pest control professional shall within ten (10) business days visually inspect the unit for bed bugs.

B) Upon conclusion that an infestation of bed bugs does exist in the unit following an inspection in accordance with Sub. A of this Section, the landlord shall within ten (10) business days contact a pest control professional and use reasonable care to ensure control of the infestation begins.

C) Control of bed bugs shall be deemed completed if there has been no evidence of bed bug activity for thirty (30) days after the last application of any treatment.

D) When a landlord requires access to a multifamily residential rental dwelling unit for purposes of inspecting for an infestation of bed bugs or controlling an infestation of bed bugs, the landlord shall provide notice to the tenant that the landlord requires access for purposes of inspecting or controlling the infestation of bed bugs.

E) Except in a situation where a landlord has been grossly negligent, the landlord and the landlord’s employees, officers, agents and directors shall not be liable to the tenant or the tenant’s guests for any damages relating to and arising from the infestation of bed bugs or the inspection for and control of bed bugs.

Section 4.

A) A tenant of multifamily residential rental property shall maintain their dwelling unit free of an infestation of bed bugs.

B) The failure of a tenant to report any bed bug infestation within his or her 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 concerning 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 his or her unit within 48 hours of knowing or suspecting the presence of bed bugs. Notice provided to the landlord by the tenant in accordance with this Section constitutes permission to the landlord to enter the dwelling unit for the purpose of inspecting for or controlling bed bugs.

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1 Period of time required for notice should be amended pursuant to state notice requirements.
D) A tenant who fails to notify the landlord of the presence of bed bugs in accordance with Sub. C of this Section shall be liable for all bed bug control expenses for the unit and surrounding units that are or may become infested with bed bugs. Such expenses may include, but are not limited to:

1) The cost of the pest control treatment or treatments;

2) The removal and replacement of carpet or flooring;

3) The removal and replacement of cabinets or other surfaces;

4) Repainting; and

5) The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a result of a tenant’s failure to notify the landlord of the presence of bed bugs in accordance with Sub. C of this Section in a temporary residence while his or her unit is treated for bed bugs.

E) Upon notice from the landlord pursuant to Section 3 C of this act, a tenant shall grant the landlord, the landlord’s agent and employees of the landlord’s designated pest control company access to the unit for purposes of conducting an inspection and/or controlling bed bugs.

F) Failure to allow access for control of a bed bug infestation as described in Sub. E of this Section shall 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 noncompliance. Such expenses may include, but are not limited to:

1) The cost of the bed bug control treatment or treatments;

2) The removal and replacement or carpet or flooring;

3) The removal and replacement or cabinets or other surfaces;

4) Repainting; and

5) The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a result of a tenant’s failure to allow access to his or her unit for the purposes of bed bug control in accordance with Sub. E of this Section in a temporary residence while his or her unit is treated for bed bugs.

G) The tenant shall comply with all protocols set forth by the landlord, the landlord’s agent and the landlord’s designated pest control company, which are deemed necessary to carry out control of a bed bug infestation including, but not limited to, pre-treatment activities, evacuation of the dwelling unit during and after treatment for a specified period of time, the completion of all post-treatment activities and the immediate reporting of ineffective treatment or re-infestation of bed bugs to the landlord.
H) Failure to completely comply with the pest control protocols as described in Sub. G of this Section 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 noncompliance. Such expenses may include, but are not limited to:

1) The cost of the bed bug control treatment or treatments;

2) The removal and replacement or carpet or flooring;

3) The removal and replacement or cabinets or other surfaces;

4) Repainting; and

5) The cost borne by the landlord of placing each resident displaced from a unit that became infested with bed bugs as a results of a tenant’s failure to comply with protocols in accordance with Sub. G of this Section in a temporary residence while his or her unit is treated for bed bugs.

I) The tenant shall not apply any bed bug control techniques as set forth in Section 2 B of this act.

Section 5.

A) A tenant’s failure to comply with this act shall entitle the landlord to terminate the tenancy and seek damages from the tenant. The need for control of bed bugs in a unit of multifamily residential rental property shall constitute damages to the unit beyond normal wear and tear. The landlord may itemize and deduct from the tenant’s security deposit actual bed bug control costs pursuant to article(s) (XX) of title (XX) of the (STATE) statute [State Security Deposit law] if the tenant fails to allow access to the unit in accordance with Section 4 E of this act or comply with the bed bug protocols in accordance with Section 4 G of this act.

B) In addition to Sub. A of this Section, the landlord shall have a separate cause of action for the collection of costs related to the control of bed bugs that exceed a tenant’s security deposit and for which the tenant is liable to the landlord under this act.

C) Notwithstanding this act, the landlord and tenant may agree that the tenant is wholly responsible for bed bug control costs.