

LC003384

IN GENERAL ASSEMBLY

RELATING TO HEALTH AND SAFETY -- BED BUGS IN RESIDENTIAL PREMISES ACT

Referred To: Senate Housing & Municipal Government

1 SECTION 1. Title 23 of the General Laws entitled "HEALTH AND SAFETY" is hereby
2 amended by adding thereto the following chapter:

BED BUGS IN RESIDENTIAL PREMISES ACT

6 This chapter shall be known and may be cited as the "Bed Bugs in Residential Premises
7 Act."

9 As used in this chapter:

(1) "Bed bug" means the common bed bug, or cimex lectularius.

(2) "Certified commercial applicator" has the meaning as set forth in § 23- 25-13.

(3) "Commercial applicator" has the meaning as set forth in § 23- 25-13.

(4) "Contiguous dwelling unit" means a dwelling unit that is contiguous with another dwelling unit, both of which units are owned, managed, leased, or subleased by the same landlord.

(5) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by a tenant.

(6) "Electronic notice" means notice by e-mail or an electronic portal or management communications system that is available to both a landlord and a tenant.

(7) "Landlord" means the owner, manager, lessor, or sublessor of a residential premises.

1 (8) "Licensed commercial applicator" has the meaning as set forth in § 23-25-13.

2 (9) "Pest control agent" means a certified commercial operator, licensed commercial
3 applicator, or commercial applicator.

4 (10) "Tenant" has the same meaning as set forth in § 34-18-11.

5 **23-106-3. Bed bugs -- Notification to Landlord -- Landlord duties.**

6 (a) A tenant shall promptly notify the tenant's landlord via written or electronic notice when
7 the tenant knows or reasonably suspects that the tenant's dwelling unit contains bed bugs. A tenant
8 who gives a landlord electronic notice of a condition shall send such notice only to the e-mail
9 address, telephone number, or electronic portal specified by the landlord in the rental agreement
10 for communications. In the absence of such a provision in the rental agreement, the tenant shall
11 communicate with the landlord in a manner that the landlord has previously used to communicate
12 with the tenant. The tenant shall retain sufficient proof of the delivery of the electronic notice.

13 (b) Not more than ninety-six (96) hours after receiving notice of the presence of bed bugs
14 or the possible presence of bed bugs, a landlord, after providing notice to the tenant as described in
15 § 23-106-5(a):

16 (1) Shall obtain an inspection of the dwelling unit by a pest control agent; and

17 (2) May enter the dwelling unit or any contiguous dwelling unit for the purpose of allowing
18 the inspection as provided in § 23-106-4.

19 (c) If the inspection of a dwelling unit confirms the presence of bed bugs, the landlord shall
20 also cause to be performed an inspection of all contiguous dwelling units as promptly as is
21 reasonably practical.

22 **23-106-4. Bed bugs -- Inspections -- Treatments -- Cost.**

23 (a) If a landlord obtains an inspection for bed bugs, the landlord shall provide written notice
24 to the tenant within two (2) business days after the inspection indicating whether the dwelling unit
25 contains bed bugs.

26 (b) If a pest control agent conducting an inspection determines that neither the dwelling
27 unit nor any contiguous dwelling unit contains bed bugs, the notice provided by the landlord
28 pursuant to subsection (a) of this section shall inform the tenant that if the tenant remains concerned
29 that the dwelling unit contains bed bugs, the tenant may contact the local health department to
30 report such concerns.

31 (c) If a pest control agent conducting an inspection determines that a dwelling unit or any
32 contiguous dwelling unit contains bed bugs in any stage of the life cycle, the pest control agent
33 shall provide a report of the determination to the landlord within twenty-four (24) hours. Not later
34 than five (5) business days after the date of the inspection, the landlord shall commence reasonable

1 measures, as determined by the pest control agent, to effectively treat the bed bug presence,
2 including retaining the services of a pest control agent to treat the dwelling unit and any contiguous
3 dwelling unit.

4 (d) Except as otherwise provided in this chapter, a landlord is responsible for all costs
5 associated with an inspection for, and treatment of, bed bugs. Nothing in this section prohibits a
6 tenant from contacting any agency at any time concerning the presence of bed bugs.

7 **23-106-5. Bed bugs -- Access to dwelling unit and personal belongings -- Notice costs.**

8 (a)(1) If a landlord or pest control agent must enter a dwelling unit for the purpose of
9 conducting an inspection for, or treating the presence of, bed bugs, the landlord shall provide the
10 tenant reasonable written or electronic notice of such fact at least forty-eight (48) hours before the
11 landlord or pest control agent attempts to enter the dwelling unit; except that a rental agreement
12 may provide for a different minimum time for the notice. A tenant who receives such notice shall
13 not unreasonably deny the landlord or pest control agent access to the dwelling unit.

14 (2) A tenant may waive the notice requirement described in subsection (a)(1) of this
15 section.

16 (b) A pest control agent who is inspecting a dwelling unit for bed bugs may conduct an
17 initial visual and manual inspection of a tenant's bedding and upholstered furniture. The pest control
18 agent may inspect items other than bedding and upholstered furniture when the pest control agent
19 determines that such an inspection is necessary and reasonable.

20 (c) If a pest control agent finds bed bugs in a dwelling unit or in any contiguous dwelling
21 unit, the qualified inspector may have such additional access to the tenant's personal belongings as
22 the qualified inspector determines is necessary and reasonable.

23 (d) A tenant shall comply with reasonable measures to permit the inspection for, and the
24 treatment of, the presence of bed bugs as determined by the pest control agent, and the tenant is
25 responsible for all costs associated with preparing the tenant's dwelling unit for inspection and
26 treatment. A tenant who knowingly and unreasonably fails to comply with the inspection and
27 treatment requirements provided in this chapter is liable for the cost of any bed bug treatments of
28 the dwelling unit and contiguous dwelling units if the need for such treatments arises from the
29 tenant's noncompliance.

30 (e) If any furniture, clothing, equipment, or personal property belonging to a tenant is found
31 to contain bed bugs, the qualified inspector shall advise the tenant that the furniture, clothing,
32 equipment, or personal property should not be removed from the dwelling unit until a pest control
33 agent determines that a bed bug treatment has been completed; except that, if the determination that
34 any furniture, clothing, equipment, or personal property contains bed bugs is made by a pest control

1 agent then the qualified inspector shall advise the tenant regarding the removal of the furniture,
2 clothing, equipment, or personal property. The tenant shall not dispose of personal property that
3 was determined to contain bed bugs in any common area where such disposal may risk the
4 infestation of other dwelling units.

5 (f)(1) Nothing in this section requires a landlord to provide a tenant with alternative lodging
6 or to pay to replace a tenant's personal property.

7 (2) Nothing in this section preempts or restricts the application of any state or federal law
8 concerning reasonable accommodations for persons with disabilities.

9 **23-106-6. Bed bugs -- Renting of dwelling units with bed bugs prohibited.**

10 A landlord shall not offer for rent a dwelling unit that the landlord knows or reasonably
11 suspects to contain bed bugs. Upon request from a prospective tenant, a landlord shall disclose to
12 the prospective tenant whether, to the landlord's knowledge, the dwelling unit that the landlord is
13 offering for rent contained bed bugs within the previous eight (8) months. Upon request from a
14 tenant or a prospective tenant, a landlord shall disclose the last date, if any, on which a dwelling
15 unit being rented or offered for rent was inspected for, and found to be free of, bed bugs.

16 **23-106-7. Remedies -- Liability.**

17 (a) A landlord who fails to comply with this chapter is liable to the tenant for the tenant's
18 actual damages.

19 (b) A landlord may apply to a court of competent jurisdiction to obtain injunctive relief
20 against a tenant who:

21 (1) Refuses to provide reasonable access to a dwelling unit; or

22 (2) Fails to comply with a reasonable request for inspection or treatment of a dwelling unit.

23 (c) If a court finds that a tenant has unreasonably failed to comply with one or more
24 requirements set forth in this chapter, the court may issue an order to carry out the provisions of
25 this chapter including:

26 (1) Granting the landlord access to the dwelling unit for the purposes set forth in this
27 chapter;

28 (2) Granting the landlord the right to engage in bed bug inspection and treatment measures
29 in the dwelling unit; and

30 (3) Requiring the tenant to comply with specific bed bug inspection and treatment measures
31 or assessing the tenant with costs and damages related to the tenant's noncompliance.

32 (d) Any court order granting a landlord access to a dwelling unit shall be served upon the
33 tenant at least twenty-four (24) hours before a landlord or pest control agent enters the dwelling
34 unit.

1 (e)(1) The remedies in this section are in addition to any other remedies available at law or
2 in equity to any person.

3 (2) This section does not limit or restrict the authority of any state or local housing or health
4 code enforcement agency.

5 **23-106-8. Bed bug exemption.**

6 Any owner or occupant of a dwelling, dwelling unit or structure in compliance with the
7 provisions of this chapter shall be exempt from the provision of § 45-24.3-6 with respect to any
8 condition concerning the infestation of bed bugs.

9 SECTION 2. Section 45-24.3-6 of the General Laws in Chapter 45-24.3 entitled "Housing
10 Maintenance and Occupancy Code" is hereby amended to read as follows:

11 **45-24.3-6. Responsibilities of owners and occupants.**

12 (a) No owner or operator or other person shall occupy, or let to another person, any vacant
13 dwelling, dwelling unit, or structure unless it and the premises are clean, sanitary, fit for human
14 occupancy, and comply with this chapter and all applicable legal requirements of the state and the
15 corporate unit.

16 (b) Every owner of a multiple dwelling is responsible for maintaining, in a clean and
17 sanitary condition, the shared or public areas of the dwelling and premises. Occupants of two (2)
18 and three (3) family dwellings shall share the maintenance of clean and sanitary conditions within
19 the shared or public areas of the dwelling and premises.

20 (c) Every occupant of a dwelling, dwelling unit, or structure shall maintain in a clean
21 sanitary condition that part or those parts of the dwelling, dwelling unit, or structure and premises
22 that the occupant occupies and controls.

23 (d) Every occupant of a dwelling, dwelling unit, or structure shall dispose of all his or her
24 rubbish in a clean, sanitary, and safe manner.

25 (e) Every occupant of a dwelling, dwelling unit, or structure shall dispose of all his or her
26 garbage and any other organic waste which might provide food for insects and/or rodents in a clean,
27 sanitary, and safe manner, and if a container is used for storage pending collection it shall be rodent
28 proof, insect proof, and watertight.

29 (f) Every owner or operator of a dwelling containing four (4) or more dwelling units shall
30 supply facilities or containers for the sanitary and safe storage and/or disposal of rubbish and
31 garbage. In the case of single, two (2) or three (3) family dwellings and structures it is the
32 responsibility of the occupant to furnish those facilities or refuse containers.

33 (g) The owner of a dwelling, dwelling unit, or structure is responsible for providing and
34 hanging all screens and double or storm doors and windows where used for ventilation whenever

1 they are required under the provisions of this chapter or any rule or regulation adopted pursuant to
2 this chapter, except where there is a written agreement between the owner and occupant. In the
3 absence of an agreement, maintenance or replacement of screens, and storm doors and windows,
4 once installed in any one season, become the responsibility of the occupant.

5 (h) The owner of a dwelling or dwelling unit is responsible for the providing and hanging
6 of shades or other devices on every window of every room used for sleeping and for every room
7 equipped with a flush water closet or bathtub, affording privacy to persons within those rooms.
8 Once installed in any one rental by the owner, replacements become the responsibility of the
9 occupant.

10 (i) Every occupant of a dwelling containing a single dwelling unit and every occupant of a
11 structure is responsible for the extermination of any insects, rodents, or other pests therein or on
12 the premises. Every occupant of a dwelling unit, in a dwelling containing more than one dwelling
13 unit, is responsible for this extermination whenever his or her dwelling is the only one infected.
14 Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by a
15 failure of the owner to maintain a dwelling in a rodent-proof or reasonably insect-proof condition,
16 extermination is the responsibility of the owner. Whenever infestation exists in two (2) or more of
17 the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two
18 (2) or more dwelling units, extermination is the responsibility of the owner.

19 (j) Every occupant of a dwelling unit or structure shall keep all supplied plumbing fixtures
20 and facilities in a clean and sanitary condition, and is responsible for the exercise of reasonable
21 care in their proper use and operation.

22 (k) No owner or occupant of a dwelling, dwelling unit, or structure shall accumulate or
23 permit the accumulation of rubbish, boxes, lumber, scrap metal, or any other materials in a manner
24 that may provide a rodent harborage in or about any dwelling, dwelling unit, or structure. Stored
25 materials shall be stacked neatly in piles elevated at least eighteen inches (18") above the ground
26 or floor. The provisions of this subsection do not apply to firewood or kindling wood stored in or
27 about any dwelling, dwelling unit, or structure by the owner or occupant of that property; provided,
28 that the wood is stored for use within the dwelling, dwelling unit or structure, unless prohibited by
29 town or city ordinance.

30 (l) Every owner or occupant of a dwelling, dwelling unit, or structure shall comply with
31 the provisions of chapter 106 of title 23 relating to bed bugs in residential premises.

32 SECTION 3. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO HEALTH AND SAFETY -- BED BUGS IN RESIDENTIAL PREMISES ACT

- 1 This act would spell out the responsibilities of both the landlord and tenant with respect to
- 2 the inspection and treatment of bed bugs in residential premises.
- 3 This act would take effect upon passage.

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