

HB 1207 -- Bed Bug Control

Sponsor: Barnes

The bill establishes the criteria to be followed by landlords and tenants of multifamily rental dwelling units regarding the control of bed bugs. A landlord of a multifamily rental dwelling unit is required to maintain the dwelling free of infestation of bed bugs. Upon the written request of a tenant, the landlord must provide an inspection of the dwelling by a designated pest control professional within seven days. If a bed bug infestation exists, the landlord must begin the process of controlling the infestation within 14 days. The landlord must notify other tenants in the surrounding units of the multifamily dwelling of the infestation and that it is being controlled. A landlord must give at least 24 hours' written notice to the tenant that he or she requires access to inspect or control the infestation. If the landlord fails to designate a pest control professional within the 14-day period, the tenant will not be liable for damages relating to and arising from the presence of bed bugs and allows the tenant to terminate tenancy and seek damages.

A tenant of a multifamily rental dwelling unit must use reasonable care to maintain his or her unit free of bed bugs. The failure of a tenant to report the presence of bed bugs within his or her unit within seven days after the tenant discovered or should have, in the exercise of reasonable diligence, discovered the infestation will be an acknowledgment by the tenant that the unit is acceptable and bed bug free. Notification by a tenant of a bed bug infestation constitutes permission for the landlord to enter the premisses for the purposes of inspecting for or controlling bed bugs. After notification, a tenant must provide access to the unit for the purposes of inspecting and controlling bed bugs. If a tenant obstructs or inhibits the landlord, the landlord's agent, or his or her designated pest control professional the ability to access the premisses for the purpose of inspecting and controlling bed bugs, the landlord will not be liable for damages incurred by the tenant or his or her guests arising from the infestation and allows the landlord the ability to terminate the tenancy and seek damages.