

**HOUSE . . . . . No. 2109**

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The Commonwealth of Massachusetts

PRESENTED BY:

*Martin J. Walsh*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to Cimex Lectularius.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Martin J. Walsh</i>	<i>13th Suffolk</i>	<i>1/17/2013</i>

**HOUSE . . . . . No. 2109**

By Mr. Walsh of Boston, a petition (accompanied by bill, House, No. 2109) of Martin J. Walsh relative to bed bug infestation. Public Health.

The Commonwealth of Massachusetts

In the Year Two Thousand Thirteen

An Act relative to Cimex Lectularius.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 Section 1- Definitions

2

3 A. For purposes of this section:

4 1. "Bed bug" means an insect of the species "Cimex Lectularius," commonly  
5 referred to as a bed bug.

6 2. "Control" means the process required by a professional pesticide applicator to attempt  
7 to eliminate or manage an infestation of bed bugs by poisoning, spraying, fumigating, trapping or  
8 by any other recognized and lawful pest-elimination method, including repeated applications of  
9 any treatment, particularly to areas where bed bugs are likely to congregate. Control of bed bugs  
10 shall be deemed completed if there has been no evidence of bed bug activity for thirty (30)days  
11 after the last application of any treatment.

12 3. "Infestation" means the presence of bed bugs, or signs of their presence, in a quantity  
13 large enough that the tenant of a dwelling unit has knowledge or should have had knowledge of  
14 the presence of bed bugs in the dwelling unit.

15 4. "Surrounding Unit" means a unit or units that share a common wall or are located  
16 above or below.

17 5. "Owner" and "Tenant" shall have the same meaning as defined in 105 CMR 410.

18 6. "Certified Applicator" shall have the meaning provided in G.L. 132B.

19           7. This Act shall not apply to dwellings containing one dwelling unit.

20           Section 2- Notice of Bed Bugs Infestation

21           A. At such time as a landlord shall have actual or constructive knowledge of the  
22 infestation of bed bugs in a dwelling unit, the landlord shall be required to maintain the dwelling  
23 unit free of an infestation of bed bugs.

24           B. Any tenant that asserts that an infestation of bed bugs is present in the tenant's  
25 dwelling unit shall immediately provide notice to the landlord in writing.

26           C. Within five (5) business days of receiving a notice from any tenant of an infestation of  
27 bed bugs, the landlord shall perform a visual inspection of the dwelling unit. In the event the  
28 landlord observes the presence of any bed bugs or other evidence of the existence of bed bugs in  
29 the dwelling unit, the landlord shall commence the Extermination Protocol. In the event the  
30 landlord is issued a citation by any state, city, or town inspector indicating the existence of bed  
31 bugs, the landlord shall commence the Extermination Protocol.

32           D. A landlord shall be deemed to have constructive knowledge of an infestation of bed  
33 bugs in the event the landlord is aware of an infestation of bed bugs in any Surrounding Unit.

34           Section 3 – Extermination Protocol

35           A. Within ten (10) business days, the landlord shall retain the services of a Certified  
36 Applicator to inspect the dwelling unit to confirm the presence of an infestation of bed bugs. In  
37 the event the Certified Applicator fails to observe an infestation of bed bugs, the landlord shall  
38 have no further obligation to perform further inspections for bed bugs in the dwelling unit unless  
39 the tenant provides the landlord with a written report from a Certified Applicator identifying the  
40 existing of an infestation of bed bugs in the dwelling unit.

41           B. In the event a Certified Applicator identifies an infestation of bed bugs in a dwelling  
42 unit, the landlord shall perform such treatments and extermination services as may be required  
43 by the Certified Applicator. The landlord shall then perform such further treatments and  
44 exterminator services as may be required by the Certified Applicator until such time as the  
45 control of the bed bugs shall be deemed to be completed.

46           C. The Landlord shall perform a visual inspection for an infestation of bed bugs no later  
47 than thirty (30) days after the Certified Applicator indicates that the control of the bed bugs has  
48 been completed. In the event that the landlord fails to observe the presence of bed bugs at such  
49 inspection, the extermination of bed bugs shall be complete.

50           Section 4 – Tenant Obligations

51           A. Any tenant that occupies a dwelling unit that is infested with bed bugs, shall:

52 (1) Notify the landlord in writing immediately after being aware of the presence of  
53 bedbugs;

54 (2) Allow the landlord, as well as its agents, inspectors, Certified Applicators, and  
55 contractors, to enter the dwelling unit to perform inspections, repairs, exterminations, and  
56 applications, upon not less than twenty-four (24) hours notice;

57 (3) Within a reasonable period of time after receipt of notice from the Certified  
58 Applicator, comply with any and all protocols and instructions afforded to tenant by the Certified  
59 Applicator, including without limitation, encasing and sealing personal property in plastic bags,  
60 laundering personal property, removing personal property which may be to be infested with bed  
61 bugs; and removing unreasonable amounts of personal property which are deemed to be  
62 interfering with the proper treatment of the bed bugs by the Certified Applicator. No tenant shall  
63 interfere with the Certified Applicator's performance of any extermination or inspection.

64 B. Any tenant that fails to provide access to the dwelling unit, interferes with any  
65 inspection or extermination, or fails to comply with the protocols and/or instructions of the  
66 Certified Applicator, shall be responsible for any actual and consequential damages incurred by  
67 the landlord as a result of such denials. In addition, a landlord shall be entitled to the issuance of  
68 injunctive relief against any such tenant, including an order prohibiting a tenant from occupying  
69 a dwelling unit during the period that the Certified Applicator is performing any required  
70 exterminations.

71

## 72 SECTION 5 – Damages

73 A. Notwithstanding any statute to the contrary, no landlord shall be liable for any  
74 actual or consequential damages caused by an infestation of bed bugs unless the landlord fails to  
75 comply with the requirements of this Act.

76 B. Any tenant that fails to comply with the requirements of this Act shall be  
77 responsible for the actual and consequential damages incurred by the landlord as a result of such  
78 non-compliance. The failure to provide access as required, interfering with any inspection or  
79 extermination, and/or failure to comply with the protocols and/or instructions of a Certified  
80 Applicator, shall also be constitute sufficient grounds upon which to terminate a tenancy.

81 C. Nothing herein shall prevent the landlord and tenant from entering into an  
82 agreement assigning other duties and obligations in relation to the costs and duties pertaining to  
83 bed bug controls.

## 84 Section 6- Bed Bug Pamphlet

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86           A. The Department of Public Health shall prepare a pamphlet that describes bed bugs and  
87 explains how bed bug infestations spread.

88           B. This pamphlet may contain additional information the Department deems necessary  
89 and may be revised by the Department at such time as new information concerning bed bugs  
90 becomes available.

91           C. The pamphlet shall contain the following information:

92           1. Specific facts about bedbugs, including its appearance, breeding and feeding  
93 habits.

94           2. Tenant behaviors that are risk factors for attracting and supporting the  
95 presence of bedbugs such as, but not limited to, purchasing renovated  
96 mattresses, used furniture or pre-owned clothing, and travel to tropical climates  
97 without proper precautions.

98           3. Measures that may be taken to prevent and control bedbugs in a residential  
99 setting including professional pest control exterminating, cleaning the  
100 dwelling space and mattresses, and laundering bedclothes and clothing.

101           4. The pamphlet shall contain, in conspicuous form, the following statement:

102           “Pest extermination for bed bugs may only be performed by a person that is certified by  
103 the Commonwealth as being authorized to apply pesticides.”

104           5. The pamphlet shall contain, in a conspicuous form, the following statement:

105           “It is your landlord’s duty to keep the premise free of the presence of bed  
106 bugs at such time as the landlord becomes aware of their presence.”

107           6. The pamphlet shall contain, in a conspicuous form, the following statement:

108           “You may be responsible for the cost of control of bed bugs if you cause an infestation or  
109 interfere with extermination process.”

110           7. The pamphlet shall contain, in a conspicuous form, the following statement:

111           “If you notice or suspect the presence of bedbugs in your unit, you must promptly notify  
112 the owner or manager of your unit in writing.”

113 8. The pamphlet shall contain, in a conspicuous form, the following statement:  
114 “Upon reasonable notice, you must grant the landlord of your apartment, their  
115 agent or the landlord’s pest control company and its employees, access to the  
116 apartment for purposes of an inspection for or the control of the infestation of  
117 bed bugs. This inspection may include a visual inspection and manual  
118 inspection of your personal belongings, limited to bedding and furniture. If  
119 bed bugs are found in the unit, additional access and measures may be  
120 required. If you do not grant your landlord access for purposes of an  
121 inspection or the control of the presence of bed bugs or if you obstruct access  
122 for purposes of visual inspection, your landlord shall not be responsible for  
123 any costs and damages relating to and arising from bed bugs in your unit and you may be  
124 imposed certain costs and expenses relating to your failures.”

125 9. The pamphlet shall contain, in a conspicuous form, a statement describing the  
126 legal rights and obligations imposed on tenants and landlords per this Act.

127 D. The Department shall make the pamphlet available at no cost to landlords, tenants, and  
128 members of the general public, in a form suitable for distribution to landlords for their use in  
129 tenant bed bug education.

130 1. The Department shall make the pamphlet available in both English and Spanish  
131 languages.

132 2. The Department shall post the pamphlet on the Department’s internet website, in an  
133 easily printable format.

134 E. The pamphlet shall serve as an informational document only, and nothing therein shall  
135 be construed as binding on or affecting a judicial determination related to this Act. The pamphlet  
136 shall not be deemed to be medical advice.