

HOUSE No. 2109

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.