HOUSE DOCKET, NO. 2652 FILED ON: 1/16/2025

HOUSE . . . . . No. 2542

The Commonwealth of Massachusetts

PRESENTED BY:

Priscila S. Sousa

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 to address state sanitation code violations regarding infestations of rental units.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
Priscila S. Sousa	*6th Middlesex*	*1/16/2025*

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HOUSE . . . . . No. 2542

By Representative Sousa of Framingham, a petition (accompanied by bill, House, No. 2542) of Priscila S. Sousa for legislation to address state sanitation code violations regarding infestations of rental units. Public Health.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Fourth General Court
(2025-2026)

An Act to address state sanitation code violations regarding infestations of rental units.

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

Chapter 111 of the General Laws, as appearing in the 2022 Official Edition, is hereby amended by inserting after Section 198, the following section:-

SECTION 1: As used in the State Sanitary Code, the definition of "infestation" shall mean: the presence of pests, or signs of their presence in a quantity large enough that the occupant of the dwelling unit has or would have knowledge and has had or would have had to take beyond reasonable measures to cope and mitigate the issue.

SECTION 2: Notwithstanding, any general or special law to the contrary, any tenant that asserts that an infestation is present in the tenant's dwelling unit shall: (1) immediately provide notice to the owner in writing after becoming aware of the presence of pests; (2) allow the owner, as well as its agents, inspectors, certified applicators, and contractors, to ender the dwelling unit to perform inspections, repairs, exterminations, and applications, upon not less than 24 hours notice; (3) within a reasonable period of time after receipt of notice from the certified

applicator, comply with any and all protocols and instructions afforded to the tenant by the certified applicator (4) removing unreasonable amounts of personal property which are deemed to be interfering with the proper treatment of the infestation by the certified applicator.

No tenant shall interfere with the certified applicator's performance of any extermination or inspection.

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

SECTION 3: Notwithstanding any special or general law to the contrary, at such time as an owner shall have actual or constructive knowledge of the infestation in a dwelling unit, the owner shall be required to maintain the dwelling unit free of an infestation.

Within 5 business days of receiving a notice from any tenant of an infestation, the owner shall perform a visual inspection of the dwelling unit. In the event the owner observes an infestation in the dwelling unit, the owner shall commence the extermination protocol and notify the tenants of any surrounding units. In the event the owner is issued a citation by any state, city, or town inspector indicating the existence of an infestation, the owner shall commence the extermination protocol.

In the event that an infestation is present in a dwelling unit within a building with a manager or organization of unit owner as defined by section 1 of chapter 183A of the General 52

Laws, the owner of the infested unit shall immediately provide notice to the manager or organization of unit owners, who shall then provide notice in writing to the surrounding units. An owner shall be deemed to have constructive knowledge of an infestation in the event the owner is aware of an infestation in any surrounding unit.

SECTION 4. Notwithstanding any general or special law to the contrary, within 10 business days of actual or constructive knowledge of an infestation, the owner shall retain the services of a certified applicator to inspect the dwelling unit to confirm the presence of an infestation. In the event the certified applicator fails to observe an infestation, the owner shall have no further obligation to perform further inspections for pests in the dwelling unit unless the tenant provides the owner with a written report from a certified applicator identifying the existing of an infestation in the dwelling unit.

In the event a certified applicator identifies an infestation in a dwelling unit, the owner shall perform such treatments and extermination services as may be required by the certified applicator. The owner shall then perform such further treatments and exterminator services as may be required by the certified applicator until such time as the control of the pests shall be deemed to be completed.

The owner shall perform a visual inspection for an infestation no later than 30 days after the certified applicator indicates that the control of the infestation has been completed. In the event that the owner fails to observe the presence of an infestation at such inspection and tenant fails to provide proof that an infestation is still present, the extermination shall be complete.

SECTION 5. Notwithstanding any general or special law to the contrary, prior to entering into a lease agreement with a tenant for an unoccupied unit, an owner shall perform a visual

inspection of the dwelling unit that is subject to said lease and verify in writing to the tenant that the dwelling unit is free of an infestation.

In the event the owner observes the presence of pests or other evidence of the existence of pests in the dwelling unit upon visual inspection, the owner shall commence the extermination protocol set forth in sections 2 and 3 of this act before the lease agreement is signed.

In the event a lease agreement is entered into by an owner and tenant and the owner fails to provide written verification that the dwelling unit is free of an infestation at time of signing, the tenant shall not be held liable for any actual or consequential damages caused by an infestation if said infestation is confirmed within 30 days of signing.

SECTION 6. Notwithstanding any general or special law to the contrary, no owner shall be liable for any actual or consequential damages caused by an infestation unless the owner fails to comply with the requirements of this act.

Nothing herein shall prevent the owner and tenant from entering into an agreement assigning other duties and obligations in relation to the costs and duties pertaining to infestation controls.