

1 SB590
2 120454-1
3 By Senator Barron
4 RFD: Energy and Natural Resources
5 First Read: 06-APR-10

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8 SYNOPSIS: This bill provides for the Alabama
9 Multi-Dwelling Bed Bug Control Act. The bill would
10 provide legislative findings regarding the public
11 health threat of bed bug infestation; provide
12 defined terms; provide for obligations of landlords
13 and obligations and liabilities of tenants
14 regarding the reporting and control, and costs of
15 control, of bed bugs in multi-dwelling buildings;
16 require the publication of pamphlets by the State
17 Health Department for placement in multi-dwelling
18 units in residential buildings regarding bed bug
19 identification, prevention, and reporting of
20 infestations by tenants.

21
22 A BILL
23 TO BE ENTITLED
24 AN ACT

25
26 To provide for the Alabama Multi-Dwelling Bed Bug
27 Control Act; to provide for legislative findings regarding bed

1 bug health issues; to provide defined terms; provide for
2 obligations of landlords and for obligations and liabilities
3 of tenants regarding the reporting and control, and costs of
4 control, of bed bugs in multi-dwelling buildings; and require
5 the publication of pamphlets by the State Health Department
6 for placement in multi-dwelling units in residential buildings
7 regarding bed bug identification, prevention, and reporting of
8 infestations by tenants.

9 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

10 Section 1. This act shall be known as and may be
11 cited as the Alabama Multi-Dwelling Bed Bug Control Act.

12 Section 2. The Legislature makes the following
13 findings and declarations, that:

14 (1) Populations of the common bed bug, *Cimex*
15 *lectularius*, have increased by 500 percent in the past few
16 years.

17 (2) The tenant of a multiple dwelling unit is in the
18 best position to detect infestations of bed bugs within his or
19 her dwelling unit. Therefore, occupants of multi-dwelling
20 buildings should be vigilant about preventing the presence of
21 bed bugs in their units.

22 (3) Bed bugs leave distinctive signs of their
23 presence in bedding and in a dwelling that is visible to the
24 naked eye, making education of a dwelling occupant a critical
25 aspect of detection and prevention of bed bug infestation.

26 Section 3. For purposes of this act, the following
27 terms shall have the following meanings:

1 (1) BED BUG. An insect of the species "Cimex
2 lectularius," commonly referred to as a bed bug.

3 (2) CONTROL. The process required by a professional
4 pesticide applicator to attempt to eliminate or manage an
5 infestation of bed bugs by poisoning, spraying, fumigating,
6 trapping, or by any other recognized and lawful
7 pest-elimination method, including repeated applications of
8 any treatment, particularly to areas where bed bugs are likely
9 to congregate. Control of bed bugs shall be deemed completed
10 if there has been no evidence of bed bug activity for 50 days
11 after the last application of any treatment.

12 (3) DEPARTMENT. Alabama Department of Public Health.

13 (4) INFESTATION. The presence of bed bugs, or signs
14 of their presence, in a quantity large enough that the tenant
15 of a dwelling unit has knowledge or should have had knowledge
16 of the presence of bed bugs in the dwelling unit.

17 (5) LANDLORD. The owner or manager of a multi-family
18 residential dwelling building.

19 (6) SURROUNDING UNIT. A residential unit or units in
20 a multi-dwelling building that share a common wall or are
21 located directly above or below another residential unit.

22 (7) TENANT. The occupant of an apartment or a unit
23 of a multi-family residential dwelling building.

24 (8) UNIT. An apartment or residential dwelling in a
25 building that has multiple tenants or families residing in the
26 building.

1 Section 4. The landlord or owner of a multi-dwelling
2 residential building shall have the following obligations to
3 the tenant residents of the building:

4 (1) A landlord shall maintain the multi-dwelling
5 free of an infestation of bed bugs.

6 (2) Upon written notice from the tenant that the
7 tenant suspects an infestation of bed bugs in his or her unit,
8 the landlord or its pest control company representative shall
9 within five days thereafter visually inspect the unit for bed
10 bugs. Upon evidence that an infestation of bed bugs does exist
11 in the unit, the landlord, within 10 days thereafter, shall
12 start the process of controlling the bed bug infestation in
13 the dwelling unit.

14 (3) When a landlord requires access to a dwelling
15 unit for purposes of inspecting for an infestation of bed bugs
16 or controlling an infestation of bed bugs, the landlord shall
17 provide at least 24 hours notice in writing to the tenant that
18 the landlord requires access for purposes of inspecting or
19 controlling the infestation of bed bugs.

20 (4) Except in a situation where the landlord has
21 been grossly negligent and as provided by law the landlord and
22 its employees, officers, agents, and directors shall not be
23 liable to the tenant or their guests for any damages relating
24 to and arising from the infestation of bed bugs or the
25 inspection for and control of bed bugs.

1 Section 5. The tenant of a multi-dwelling
2 residential building shall have the following obligations to
3 the landlord of the building:

4 (1) A tenant shall maintain the multi-dwelling free
5 of an infestation of bed bugs.

6 (2) The failure of a tenant to report any bed bug
7 infestation within his or her dwelling unit within seven days
8 after move-in shall be an acknowledgement by the tenant that
9 the dwelling unit is acceptable and bed bug free.

10 (3) A tenant who has knowledge of or should have had
11 knowledge of an infestation of bed bugs or who suspects the
12 presence of bed bugs in his or her dwelling unit, based on the
13 presence of characteristic bite marks or other known
14 indicating factors, shall notify the landlord in writing as to
15 the presence of bed bugs within his or her dwelling unit
16 within 48 hours. Notice provided by the tenant pursuant to
17 this act constitutes permission to the landlord to enter the
18 dwelling unit for the purpose of inspecting for or controlling
19 bed bugs.

20 (4) A tenant who fails to notify the landlord of the
21 presence of bed bugs pursuant to this act cannot hold the
22 landlord liable for damages to the tenant's personal property
23 resulting from bed bugs.

24 (5) A tenant who fails to notify the landlord of the
25 infestation presence of bed bugs pursuant to this act can be
26 held liable for all bed bug control expenses for the unit and
27 surrounding units that are or may become infected with bed

1 bugs. Such expenses may include, but are not limited to, the
2 cost of the pest control treatment or treatments, removal and
3 replacement of carpet or flooring, removal and replacement of
4 cabinets or other surfaces, repainting and alternative housing
5 for other residents that may be temporarily displaced from an
6 infested unit.

7 (6) Upon notice pursuant to subdivision (3) of
8 Section 4 from the landlord, a tenant shall grant the
9 landlord, the landlord's agent, and the landlord's pest
10 control company and its employees access to the unit for
11 purposes of inspection or controlling of bed bugs.

12 (7) If a tenant, after receiving notice of an
13 inspection or control procedure pursuant to subdivision (3) of
14 Section 4 interferes with, obstructs, or inhibits access to
15 the unit for purposes of an inspection for, or control of, the
16 infestation of bed bugs, or who fails to assist or cooperate
17 in a manner determined by the pest control applicator to be
18 necessary to satisfactorily complete the treatments necessary
19 to eliminate or control a bed bug infestation, the landlord
20 shall not be liable to the tenant or the tenant's guests for
21 any damages relating to and arising from the presence of bed
22 bugs.

23 (8) A tenant shall comply with bed bug control
24 protocol as set forth by the landlord and a pest control
25 company retained by the landlord to carry out control
26 including, but not limited to, pre-treatment activities,
27 evacuating the dwelling unit during and after treatment for a

1 required period of time, completing all post-treatment
2 activities, and immediately reporting ineffective treatment or
3 re-infestation to the landlord.

4 (9) Failure to completely comply with the pest
5 control protocol shall result in the tenant being financially
6 responsible for all pest control treatments of the unit and
7 surrounding units that are or may become infested as a result
8 of the tenant's failure to comply with the pest control
9 protocol. Such expenses may include, but are not limited to,
10 the cost of the bed bug control treatment or treatments,
11 removal and replacement of carpet or flooring, removal and
12 replacement of cabinets or other surfaces, repainting and
13 alternative housing for other residents that may be
14 temporarily displaced from their infected unit.

15 Section 6. (a) The control of bed bugs in a unit
16 that results from a failure of a tenant to comply with the
17 requirement and obligations of this act may constitute damages
18 to the unit beyond normal wear and tear and the landlord may
19 itemize and deduct from the tenant's security deposit actual
20 bed bug control costs incurred. The landlord shall have a
21 separate cause of action for the collection of costs related
22 to the control of bed bugs that exceed a tenant's security
23 deposit and for which the tenant is liable to the landlord
24 pursuant to this act.

25 (b) The landlord and tenant may agree that the
26 tenant is wholly responsible for bed bug control costs
27 notwithstanding this act.

1 Section 7. (a) The State Health Department, as soon
2 as practicable, shall prepare a pamphlet that describes bed
3 bugs and explains how bed bug infestations spread.

4 (b) The pamphlet may contain such additional
5 information the department deems necessary and may be revised
6 by the department whenever new information concerning bed bugs
7 becomes available. The department must revise the pamphlet not
8 later than 10 years following any prior publication of a
9 pamphlet.

10 (c) The pamphlet shall contain the following
11 information:

12 (1) Specific facts about bed bugs, including their
13 appearance, breeding and feeding habits.

14 (2) Tenant behaviors that are risk factors for
15 attracting and supporting the presence of bed bugs such as,
16 but not limited to, purchasing renovated mattresses, used
17 furniture or pre-owned clothing, and travel to tropical
18 climates without proper precautions.

19 (3) Measures that may be taken to prevent and
20 control bed bugs in a residential setting including
21 professional pest control exterminating, cleaning the dwelling
22 space and mattresses, and laundering bedclothes and clothing.

23 (4) The pamphlet shall contain, in a conspicuous
24 form, any statement of law or rule of the department
25 concerning who may legally apply bed bug pesticides.

1 (5) The pamphlet shall contain, in a conspicuous
2 form, the following statement: "It is your landlord's duty to
3 keep the premises free of the presence of bed bugs."

4 (6) The pamphlet shall contain, in a conspicuous
5 form, the following statement: "You may be responsible for the
6 cost of control of bed bugs if you fail to properly maintain
7 your dwelling."

8 (7) The pamphlet shall contain, in a conspicuous
9 form, the following statement: "If you notice or suspect the
10 presence of bed bugs in your unit, you are required by law to
11 promptly notify the owner or manager of your unit. You may be
12 responsible for the costs of bed bug control and eradication
13 if you do not notify your landlord."

14 (8) The pamphlet shall contain, in a conspicuous
15 form, the following statement: "Upon reasonable notice, you
16 must grant the landlord of your apartment, his or her agent or
17 the landlord's pest control company and its employees, access
18 to the apartment for purposes of an inspection for or the
19 control of the infestation of bed bugs. This inspection may
20 include a visual inspection and manual inspection of your
21 personal belongings, limited to bedding and furniture. If bed
22 bugs are found in your apartment, additional access and pest
23 control measures may be required. If you do not grant your
24 landlord access for purposes of an inspection or the control
25 of the presence of bed bugs or if you obstruct access for
26 purposes of visual inspection, your landlord shall not be

1 responsible for any costs and damages relating to and arising
2 from bed bugs in your unit."

3 (9) The pamphlet shall contain, in a conspicuous
4 form, a statement describing the legal rights and obligations
5 imposed on tenants and landlords pursuant to the Alabama
6 Multi-Dwelling Bed Bug Control Act.

7 (d)(1) The department shall make the pamphlet
8 available at no cost to landlords, tenants, and members of the
9 general public, in a form suitable for distribution to
10 landlords for their use in tenant bed bug education.

11 (2) The department shall make the pamphlet available
12 in both English and Spanish languages.

13 (3) The department shall post the pamphlet on the
14 department's Internet website, in an easily printable format.

15 (e) The pamphlet shall serve as an informational
16 document only, and nothing therein shall be construed as
17 binding on or affecting a judicial determination related to
18 this act. The pamphlet shall not be deemed to be medical
19 advice.

20 Section 8. This act shall repeal and supersede any
21 county or municipal law in conflict with this act and any of
22 the provisions of general law in conflict with this act are
23 repealed and superseded by this act.

24 Section 9. This act shall become effective October
25 1, 2010.