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## S.B. 190 -- Landlord and tenant responsibilities regarding bedbugs

Housing Committee public hearing -- March 8, 2012

Testimony of Raphael L. Podolsky

**Recommended Committee action: SUPPORT WITH CHANGES  
OR DEFER TO NEXT YEAR**

In the past few years, bedbugs have become an increasing problem, especially in urban housing. Although bedbugs raise practical questions that are similar to other insect infestations, their minuscule size, rapid mobility, and long lives make them difficult to control. It is difficult or impossible to know their original source or to accurately place blame. Their presence and spread is not necessarily the result of poor housekeeping, nor can it be assumed in most cases that any particular tenant is responsible for their presence in a building. It has been reported that a common source of bedbugs is travel. In addition, full elimination of bedbugs involves more than mere spraying and may require extensive treatment of tenant property or actual discard of essential possessions, actions which may impose extreme financial burdens on low- and very low-income renters. Moreover, the treatment that may be required is often beyond the physical, as well as the financial, capabilities of seniors and renters with disabilities. Because of these characteristics of bedbug infestation, it is not unreasonable to explore adoption of a special statute concerning bedbugs. We are concerned, however, that some of the provisions of S.B. 190 impose responsibilities on tenants with which they simply will not be able to comply. We therefore think that the bill should not be adopted without significant changes.

Connecticut is not without statutory law on the subject. Under C.G.S. 47a-7, the treatment of insect infestation is the clear responsibility of the landlord, the sole exception being where a tenant has intentionally (rather than negligently) caused the condition. In the more likely case that the cause or the source is unknown, the landlord has the duty to treat the condition. Indeed, the landlord must necessarily be responsible for treatment, because treatment will require entry into multiple apartments and failure to treat will put the entire building at risk. Under C.G.S. 47a-11, the tenant is required to keep the premises clean and is liable for his or her negligent conduct. Under C.G.S. 47a-16, the tenant is required to consent to reasonable access to the apartment, subject to the landlord's giving reasonable notice and proposing to come at reasonable times. If the tenant fails to cooperate, the landlord can obtain a court order under C.G.S. 47a-18. These systems have been in place for insect infestations for decades, and they provide the basic structure for any separate bedbug legislation.

S.B. 190 in part follows this structure and in part does not, and that is the source of our concern. This bill, for example, expects tenants to know if an apartment they are leaving has bedbugs and expects tenants to hire a certified applicator to treat their non-

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laundered possessions (l. 21-32). It allows an applicator to enter the tenant's apartment without consent (l. 45) and requires that the tenant (not the landlord) "undertake, at the tenant's expense, all reasonable measures to eliminate and control a bedbug infestation" (l. 48-50). It allows, but does not require, the landlord to offer financial assistance to a tenant who cannot afford to comply (l. 60-63), in which case the landlord can impose a monthly surcharge on the tenant's rent so as to force repayment within six months (l. 63-66), an amount likely to make the rent unaffordable and produce a default by the tenant. It makes no provision -- indeed, it does not even recognize -- that both the Fair Housing Act and the Americans with Disabilities Act require the landlord to make reasonable accommodation for tenants with disabilities. It allows the applicator (a private contractor hired by the landlord -- not a municipal official) to unilaterally order the tenant to vacate the apartment for any length of time he chooses (l. 50-55), with no apparent method of appeal, and immunizes the landlord from any claim of damages by the tenant, regardless of the landlord's fault (l. 56).

In contrast, federal provisions that apply to HUD-assisted units expressly prohibit the owner from charging the cost of treatment to the tenant and expressly prohibit denial of tenancy to potential tenants based on having experienced a prior bedbug infestation. See HUD Notices H-2011-20, p. 4, and H-PIH-2012-17, p. 4.

We are now in a very compressed "short" legislative session in which extensive study and review may not be practicable. If this bill is not revised to address the issues raised in this testimony, we think it may make more sense to defer the matter to the 2013 legislative session so as to provide more time for review.