

TESTIMONY OF THE
CONNECTICUT COALITION OF PROPERTY OWNERS

Before the Legislature's
HOUSING COMMITTEE
Thursday, February 28, 2013

Re: **SB 952 AAC The Rights And Responsibilities Of Landlords And Tenants Regarding Bed Bug Infestation.**

Good Morning. My name is Marshall Collins. I am the Counsel for Government Relations for the Connecticut Coalition Of Property Owners ("CCOPO"). CCOPO represents the largest coalition of landlord property owners in Connecticut, with Chapters in Stamford, Bridgeport, Hartford, and other communities as well as the CT Association of Real Estate Investors. Collectively, CCOPO members own approximately 20,000 rental units throughout the state.

CCOPO respectfully requests that SB 952 be amended.

CCOPO believes that clear and straightforward guidelines which establish a cooperative rather than adversarial relationship between landlords and tenants are needed. CCOPO also believes that **the 2011 Maine legislation: Title 14 Section 6021-A**, should be adopted in Connecticut with very minor changes. SB 952 is the identical language from a 2012 bill, **HB 190 HB 190 AAC The Rights And Responsibilities Of Landlords And Tenants Regarding Bed Bug Infestation**, that was rejected in favor of further study. HB 190 created without the input of numerous affected groups and should not be a starting point for 2013. More specifically, the Maine law is easier to read and promotes cooperation as opposed to the 2012 Connecticut proposal.

The Maine legislation represents a clear improvement over the provisions contained in the proposed 2012 Connecticut bill. Therefore, CCOPO respectfully asks that a strike all amendment based on the Maine legislation be adopted as follows:

*Proposed strike all Amendment to: **SB 952 An Act Concerning The Rights And Responsibilities Of Landlords And Tenants Regarding Bed Bug Infestations.***

New.

*1. **Definition.** As used in this section, unless the context otherwise indicates, "pest control agent" means a commercial applicator of pesticides certified pursuant to Title 22a-54.*

*2. **Landlord duties.** A landlord has the following duties.*

A. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall within 7 days conduct an inspection of the unit for bedbugs.

B. Upon a determination that an infestation of bedbugs does exist in a dwelling unit, the landlord shall within 10 days contact a pest control agent pursuant to paragraph C.

C. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as determined by a pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation.

D. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation.

E. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs.

F. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under subsection 3, paragraph C. The landlord shall disclose to the tenant what the cost may be for the tenant's compliance with the requested bedbug inspection or control measure. After making this disclosure, the landlord may provide financial assistance to the tenant to prepare the unit for bedbug treatment. A landlord may charge the tenant a reasonable amount for any such assistance, subject to a reasonable repayment schedule, not to exceed 6 months, unless an extension is otherwise agreed to by the landlord and the tenant. This paragraph may not be construed to require the landlord to provide the tenant with alternate lodging or to pay to replace the tenant's personal property

3. Tenant duties. *A tenant has the following duties.*

A. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit.

B. Upon receiving reasonable notice as set forth in section 47a-16, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent or the landlord's pest control agent and its employees access to the unit in accordance with section 47a-16 for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent.

C. Upon receiving reasonable notice as set forth in section 47a-16, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord and the pest control agent. The tenant's unreasonable failure to completely comply with the pest control measures results in the tenant's being financially responsible for all pest control treatments of the dwelling unit arising from the tenant's failure to comply.

D. Whenever any furniture, clothing, equipment or personal property of the occupants or of such dwelling is found to be vermin or insect-infested, the same shall not be moved from such quarters until the extermination treatment is completed, or approval is received from the landlord.

4. Remedies. *The following remedies are available.*

A. The failure of a landlord to comply with the provisions of this section constitutes a finding that the landlord has unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy a condition that endangers or materially impairs the health or safety of a tenant pursuant to section 47a7(a)(1) and (2).

B. A landlord who fails to comply with the provisions of this section is liable for a penalty of \$250 or actual damages, whichever is greater, plus reasonable attorney's fees.

C. A landlord may commence an action in accordance with section 47a-18 and obtain relief against a tenant who fails to provide reasonable access or comply with reasonable requests for inspection or treatment or otherwise unreasonably fails to comply with reasonable bedbug control measures as set forth in this section. For the purposes of section 47a-18 and this section, if a court finds that a tenant has unreasonably failed to comply with this section, the court may issue a temporary order or interim relief to carry out the provisions of this section, including but not limited to:

- (1) Granting the landlord access to the premises for the purposes set forth in this section;*
- (2) Granting the landlord the right to engage in bedbug control measures; and*
- (3) Requiring the tenant to comply with specified bedbug control measures or assessing the tenant with costs and damages related to the tenant's noncompliance. Any order granting the landlord access to the premises must be served upon the tenant at least 24 hours before the landlord enters the premises.*

D. A landlord may apply to the Superior Court to obtain injunctive relief to compel any tenant who refuses to provide reasonable access to a dwelling unit, or fails to comply with reasonable requests for inspection or treatment of a dwelling unit, or fails to implement reasonable measures requested by a certified applicator. The landlord may recover actual damages, including any costs incurred as a result of the tenant's failure to provide reasonable access to a dwelling unit or implement reasonable measures, and reasonable attorney's fees. Any order granting a landlord access to a dwelling unit must be served upon the tenant at least twenty-four hours before the landlord or a certified applicator employed by the landlord enters the dwelling unit. In any summary process action instituted under 47a-23(a)(1)(A) for lapse of time, there is a rebuttable presumption that the action was commenced in retaliation against the tenant if, within 6 months before the commencement of the action, the tenant has asserted the tenant's rights pursuant to this section. The rebuttable presumption of retaliation does not apply unless the tenant asserted that tenant's rights pursuant to this section prior to being served with the eviction notice. There is no presumption of retaliation if the summary process action under chapter 832 is brought under 47a-23(a)(1)(A) through (G) or 47a-23(a)(2) through (5). Further, the Landlord shall retain all rights to defend a claim of retaliation made by a tenant as set forth in 47a-20a.

CCOPO members recognize that bed bug infestations must be dealt with quickly, safely and efficiently. Failure of either a tenant or a landlord to cooperate in the resolution of the infestation is in no one's best interest. Noncompliance must be discouraged. CCOPO believes that the Maine legislation with the modifications suggested above reasonably encourages cooperation by all parties.

CCOPO also would ask that a clear statement of legislative intent be included that Connecticut Courts should fast track such requests for injunctive relief. In Hartford for example, the Housing Court meets three days a week. If no judge is available, putting the matter off defeats the purpose of seeking expedited injunctive relief.

We also have added a provision (section 3D) from a Hartford Ordinance the purpose of which is to prevent the further spread of the infestation. If, for example, a tenant drags an infested mattress or couch down the hall and to the curb, before the appropriate treatment is completed, the infestation will only spread throughout the building. Additionally, anyone that picks up the discarded material from the curb without knowing of the infestation may also further spread the problem.

Finally CCOPO would point out that section 2F above is essential to maintaining a cooperative approach, as contrasted with the more adversarial nature which was contained in last year's Connecticut proposal. Section 2F clearly addresses situations where the tenant is not in the financial position to address the infestation in their unit and it encourages the landlord and tenant to work together. At the same time it recognizes clear limitations on a landlord's liability where the landlord has made reasonable efforts.

In summary, the solution to the bed bug problem is education and cooperation. Tenants and landlords must be encouraged to work together. Neither a tenant nor a landlord should be punished for the infestation. Eradication of the infestation should be the objective rather than assignment of fault.

Tenants must realize that they are responsible for treating their own unit as soon as an infestation is discovered. Landlords already understand that to protect their property when an infestation arises that they have to inspect and treat all the units around the infested unit as soon as possible.

The problem lies where either the tenant or the landlord cannot or is unable to address an infestation. Noncompliance either because of unwillingness to comply or an inability to comply must be addressed in a balanced fashion by the law. CCOPO believes that the Maine statute with the modifications we have suggested accomplishes that goal.

CCOPO continues to be willing to work with the Committee to craft effective and fair legislation to address this problem. This completes my testimony. Thank you for your consideration.