



# OLR RESEARCH REPORT

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## MAINE'S BEDBUG LAW

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You asked for a summary of Maine's law on the treatment of bedbugs in residential rental properties.

### SUMMARY

Maine law establishes a statutory framework for identifying and treating bedbug infestations in residential rental properties. It sets separate duties and responsibilities for landlords and tenants, including notice, inspection, and treatment requirements. It also gives landlords and tenants remedies when the other party fails to comply with these duties and responsibilities (ME. REV. STAT. tit. 14, § 6021-A).

Generally, the law requires landlords to hire and pay for certified pest control agents to treat bedbug infestations. However, it makes tenants financially responsible for treatment costs if they fail to provide reasonable access to their unit or comply with reasonable treatment measures (e.g. moving furniture, laundering clothing).

In addition, the law prohibits landlords from renting units that they know or suspect are infested.

## **LANDLORD'S DUTIES**

Under Maine's bedbug law, landlords must:

1. inspect a unit for bedbugs within five days after receiving notice from a tenant that his or her unit may be infested;
2. contact a pest control agent no later than 10 days after determining that a unit is infested;
3. take reasonable measures, as determined by a pest control agent, to effectively identify and treat the infestation;
4. use state-certified and insured pest control agents to treat infestations;
5. disclose to prospective tenants whether adjacent units are infested or being treated for bedbugs;
6. disclose the last date when the rental unit or adjacent units were inspected and found free of bedbug infestation, upon request from a current or prospective tenant;
7. offer reasonable assistance to a tenant who is not able to comply with inspection or control measures that are requested by the landlord or pest control agent;
8. disclose to the tenant potential costs for complying with the requested inspection or control measures; and
9. provide reasonable notice (i.e., at least 24 hours), including the reasons for and scope of the request for access, each time the landlord or pest control agent enters the unit for bedbug inspection or control purposes.

## **TENANT'S DUTIES**

Under the law, tenants must

1. promptly notify their landlord, orally or in writing, when they know or suspect their unit is infested with bedbugs;

2. grant their landlord or pest control agent access to the unit, after receiving reasonable notice, to search for and treat any bedbug infestation; and
3. comply with reasonable measures to to eliminate and control the infestation.

## **INSPECTIONS AND FINANCIAL RESPONSIBILITY**

During an initial inspection, landlords or pest control agents may only visually or manually inspect a tenant's bedding and upholstered furniture. Pest control agents may inspect other items when they deem it reasonable. They may also inspect personal belongings if they find bedbugs in the unit or any adjacent unit.

Generally, the law requires landlords to hire and pay for certified pest control agents to treat bedbug infestations. Tenants are responsible for preparing the unit for treatment (e.g. moving or covering furniture). The law authorizes, but does not require, landlords to financially assist tenants with these preparations. They may charge tenants a reasonable amount for this assistance and set a repayment schedule of up to six months, unless both parties agree to an extension.

Landlords are not responsible for (1) providing tenants with alternative accommodations during treatment or (2) replacing tenants' personal property. Tenants who unreasonably fail to comply with treatment procedures may be held financially responsible for treatment costs.

## **REMEDIES**

### ***Tenants***

Any tenant can sue a landlord in Maine for breach of the lease's implied warranty of habitability if a condition exists that renders the dwelling unit unfit for human habitation. In order to prevail in such an action, the tenant must be current in rental payments and show that:

1. the condition endangers or materially impairs his or her health or safety;
2. the condition was not caused by the tenant or another person acting under his or her control;

3. he or she gave written notice of the condition without unreasonable delay to the landlord or person who customarily collects rent; and
4. the landlord unreasonably failed under the circumstances to take prompt, effective steps to repair or remedy the condition (ME. REV. STAT. tit. 14, § 6021).

A landlord's failure to comply with the bedbug law automatically satisfies the first and fourth conditions listed above in any suit such a tenant brings for breach of implied warranty of habitability.

If the court finds the allegations true, it may (1) order the landlord to fix anything that endangers or materially impairs the tenant's health or safety or (2) determine fair market value for the unit (i.e., rental amount free from any condition rendering it unfit) and declare what, if any, money the tenant owes the landlord or rebate the landlord owes the tenant.

A landlord who fails to comply with the bedbug law is additionally liable for a \$250 penalty, or actual damages, whichever is greater, plus reasonable attorney's fees.

Finally, there is a rebuttable presumption that a tenant is being retaliated against if a landlord starts eviction proceedings within six months after a tenant brings an action under this provision, unless the tenant caused substantial damage to the unit or is in arrears.

### ***Landlords***

If a tenant refuses to give the landlord or pest control agent access to his or her unit, or fails to comply with reasonable treatment procedures or control measures, a landlord may ask the court to provide relief, including: (1) granting the landlord access to the unit, (2) granting the landlord the right to treat the infestation, and (3) requiring the tenant to comply with control measures or charging them for the costs of noncompliance. Any order granting the landlord access to the premises must be served on the tenant at least 24 hours beforehand.

JB/KS:ro