



Connecticut Property Owners Alliance, Inc

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Housing Committee Public Hearing, March 4, 2014

The Rights & Responsibilities Of Landlords And Tenants Regarding Bed Bug Infestations

Testimony of Bob DeCosmo, President of the CT Property Owners Alliance, Inc.

Conditional support of H.B. 5438 with the changes requested below

Honorable members of the Housing Committee, I appreciate this opportunity to testify today on Bedbugs. The Connecticut Property Owners Alliance (CTPOA) has actively hosted and participated in many meetings on this subject since 2011. According to the recent polling results at our February meetings in Meriden, Waterbury and New Britain, the CTPOA is pleased to say the number of incidents involving Bedbugs appears to have dropped noticeably in our cities and towns, which is great news.

CTPOA believes the Connecticut Statutes that govern Bedbug infestations need improvement and request Raised Bill #5438 be modified as follows and enacted into law:

1. **The 60-day disclosure requirement needs to apply to both owners and tenants.**
An owner needs to consider the risks of leasing a unit to a tenant coming from an infested apartment. If a tenant is coming from an infested unit, the owner may reject the tenant's application based on this ground. A tenant's failure to disclose will be subject to the same penalties as an owner's failure to disclose under section-1.
2. **Delete all language curtailing an owner's right to a "Lapse of time" eviction.**
3. **An owner must maintain the right to treat the unit themselves.** Bed Bugs may be successfully treated by non-toxic methods such as steam cleaning and diatomaceous earth. Requiring licensed exterminators is costly and not necessarily more effective. Even professional applicators often require two or more treatments!
4. Owners need access to treat an infestation quickly. I suggest **owners be allowed to enter with or without a tenant's consent** 72 hours after supplying written notice by posting such notice on the unit door, or sliding it under the door or both.
5. **Limit a Condo owners liability concerning treatment and inspections** of adjoining and adjacent units, or delete this section.

Sincerely,

Robert J. DeCosmo