

Mary E. Haussler  
280 McKinley Ave, New Haven, CT

Dear Legislators of Connecticut,

Feb. 18, 2016

**I write this letter expressing my support for S.B. 79, and ask for 2 crucial items be included.**

- 1) add 3 words [or to grow](#) these 3 words clarify the 40 foot buffer zone as intended in subsection (c)
- 2) add new subsection (g) - to authorize an individual to seek private enforcement of the buffer zone in court and authorize attorney fees.

Subsection (g) - "A private right of action may be maintained by an adjoining property owner to enforce the provisions of [subsection (c) of this statute]." The plaintiff is entitled to attorneys' fees, and costs and disbursements if he/she is the prevailing party."

I have experienced firsthand the destructive nature of this invasive plant and the financial loss that will incur to property owners who attempt to remove it or who wish to sell their home with bamboo on its premises. In late spring of 2011, I signed a real estate sales agreement for what I believed was my "dream home" on Edgewood Avenue in the Westville section of New Haven. During my first appointment to see this house, the sellers' agent said very little about the bamboo growing at the property line in the back yard, - only to confirm that it was indeed bamboo when I tentatively guessed its name. Up until then, I had no idea that bamboo was able to survive in our New England climate. My friend who accompanied me as I looked at the exterior of the property that day, told me that if I had any serious intentions about buying this house, I should plan on having the bamboo removed, as it appeared to be growing wild, hanging over the detached garage. He also told me that I would need to acquire the services of a landscaper who had access to a small backhoe or other excavating equipment because of the extensive root system of bamboo. A few weeks later during a scheduled home inspection of the property by a well known reputable agency, the inspector said very little about the bamboo, - only that it was a "nuisance". It was not noted in the report that I received. I moved forward with my plans to purchase the home and had a closing scheduled on July 27th. Four days before the closing, I found out that the sellers' were about to be sued by a neighbor living directly behind who had been trying to get them to remove the bamboo from their yard for the past two years. I was not aware that the bamboo from the yard that I was purchasing had spread under the fence and onto the next property, causing thousands of dollars of damage. The neighbor also had issues with skin irritations due to her constant contact with chemical preparations that she was using in an attempt to kill the plant at its roots. This "bamboo issue" that was taking place was not disclosed to me in writing or verbally at any time during the real estate transaction.-if not a legal obligation (?), then most definitely a moral one

The closing never happened. The sellers did not remove the bamboo in the manner that was agreed upon via our attorneys. The sellers failed to produce a specific service agreement outlining exactly what was done on the property as promised. I do know that the work was completed at a fraction of the cost that was quoted by licensed contractors who produced plans for removal as suggested by experts in this field. The sellers were also unable to reach a settlement with the neighbor. As the weeks past, I lost my loan commitment and had to "back peddle" cancelling homeowners insurance, a moving company and the plans that had been made for several renovation projects that were scheduled to take place on the home after the closing. Thankfully, potential renters of my current property had not yet signed a rental

lease, as I would have incurred additional liability. Finally, after four stressful months and two attorneys, I was able to recover \$4000.00 of my initial deposit of \$6000.00. The sellers refused to return \$2000.00 of my deposit. I sat in my home, surrounded by 150 boxes all packed. I'm constantly reminded of this nightmare, but grateful that I made the decision not to go forward with the purchase after hearing the growing number of horror stories about this destructive, invasive plant.

It is well beyond the "nuisance" stage and is beginning to have serious effects on real estate value and the quality of life for many residents in a growing number of communities. It is with great concern for others who currently struggle with the effects of bamboo on their property on a daily basis and for those like me, who may venture into real estate transactions unfamiliar with this vegetation, that I respectfully petition lawmakers in Connecticut to pass **S.B. No. 79** to protect property owners in the State of Connecticut. As of today the invasive bamboo on this property is still a major problem causing extensive damage to the adjoining property owners.

Respectfully submitted,

*Mary E. Haussler*

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