

## LANDLORD-TENANT ACT: CONTROL OF BEDBUGS

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<http://www.house.mi.gov/hfa>

**House Bill 4719 as introduced**  
**Sponsor: Rep. Brandt Iden**  
**Committee: Law and Justice**  
**Complete to 10-16-17**

Analysis available at  
<http://www.legislature.mi.gov>

### SUMMARY:

The bill would add several new sections to the Landlord-Tenant Act to:

- Prohibit a landlord from leasing a rental unit known to be infested by bedbugs.
- Establish the responsibilities of landlords and tenants regarding bedbugs and a bedbug infestation, and prohibit a tenant from treating the rental unit.
- Require a tenant to inspect the rental unit after moving in and notify the landlord within two days if bedbugs are discovered or suspected.
- Make noncompliance with bedbug control protocol in a rental agreement grounds for eviction by constituting a serious and continuing health hazard.
- Place costs of treating a bedbug infestation on a tenant if the tenant or the tenant's guest caused the infestation. Costs imposed on a tenant would be considered additional rent owed by the tenant.
- Allow a rental agreement to assign responsibility for costs associated with bedbug infestations.
- Allow a county or municipality to adopt ordinances regarding the disposal of items infested with bedbugs, but otherwise restrict ordinances expanding, revising, or conflicting with the bill's provisions.

The bill would take effect 90 days after enactment. A more detailed description follows.

#### Responsibilities of Landlords

The bill would revise the definition of "landlord" to mean the owner, lessor, or sublessor of the rental unit or the property of which it is a part and/or a person who, directly or indirectly, acts as a rental agent or receives rent, other than a bona fide purchaser, whether or not that person has an obligation to deliver the rent payments to another.

Under the bill, a landlord would be prohibited from entering into a lease agreement if the landlord knew the rental unit was infested. "Infested" would refer to the presence of live bedbugs or viable bedbug eggs. A landlord would be required to maintain the rental premises free from bedbugs.

When entering into a lease agreement for a rental unit in a multiple-unit dwelling, the landlord would be required to provide the tenant written information, in print or electronic mail, or an Internet link to written information about finding and identifying bedbugs and maintaining a rental unit free from bedbugs.

Within seven days after receiving written notice (hard copy), or an email or text, from a tenant or other reliable source of a suspected infestation in the tenant's rental unit, the landlord would have to schedule an inspection of the unit for bedbugs; the inspection would have to be done by a pest management professional or accredited canine team (a handler and dog team certified by an independent organization according to commonly accepted industry standards for entomological scent detection).

Within seven days after an infestation was confirmed by an inspection, the landlord would have to do both of the following:

- Begin control. "Control" or "controlling" would mean inspecting, cleaning, vacuuming, conducting thermal remediation, properly disposing of property, and arranging or scheduling treatments. If treatment were necessary, a pest management professional would have to be employed by the landlord for that purpose.
- Schedule an inspection of the adjoining units.

#### Responsibilities of Tenants

If a rental unit were free from bedbugs, the tenant would have to maintain it free from bedbugs. The tenant would have to inspect the unit for infestation when first occupying the unit and not move items that were infested into the rental unit. If at any time during occupancy a tenant discovered or suspected that the rental unit was infested, the landlord would have to be notified in writing (hard copy) or electronic communication (e.g., email or text message) within two days after discovering or first suspecting an infestation. This notice would constitute permission for the landlord, pest management professional, and accredited canine team to enter the rental unit for control and treatment. A tenant would be prohibited from treating the unit.

A tenant would be required to do all of the following:

- Grant reasonable access to the rental unit to the landlord, landlord's pest management professional, and accredited canine team for control and treatment. "Treatment" refers to applying pesticides or other chemicals to eradicate bedbugs.
- Comply with the control protocol established by the landlord or the landlord's pest management professional.

A violation of the above would constitute a serious and continuing health hazard. [Constituting a serious and continuing health hazard is grounds for eviction under Michigan law (MCL 600.5714).]

#### Cost to Control Infestation: Responsibility

If a tenant or the tenant's guest causes an infestation, the tenant would have to pay the cost of control and treatment of the rental unit and other areas where bedbugs spread. The cost would be considered additional rent owed by the tenant.

A landlord would not be liable for damages arising from an infestation or from control or treatment, except in the case of negligence. In determining whether the landlord or the tenant were responsible for an infestation, a court would be required to consider the totality of the circumstances.

Notwithstanding any other provision of the Landlord-Tenant Act, the landlord and tenant could agree in writing (by hard copy) or electronic mail how responsibility would be assigned for costs resulting from an infestation, including, but not limited to, costs of control or treatment. For property aided or insured by the state or federal government, the agreement would be subject to applicable requirements of the Michigan State Housing Development Authority (MSHDA) or the United States Department of Housing and Urban Development (HUD), respectively.

#### Local Ordinances

The bill would prohibit a county or a municipality from adopting or enforcing an ordinance that imposed requirements on landlords or tenants for control or treatment of bedbug infestations and that extends, revises, or conflicts with the bill's provisions.

However, a county or municipality could adopt an ordinance imposing requirements for the proper disposal of items infested with bedbugs.

MCL 554.601 et al.

#### **FISCAL IMPACT:**

Section 15 of the Landlord-Tenant Act, which the bill would amend, provides broad authority for the Attorney General, along with an affected individual, to bring an action to court to enforce the Act. Should the Attorney General's office be called to take action, there would be a minimal cost increase that would be covered by current funding levels.

The bill would have an indeterminate fiscal impact on the judiciary and local court funding units depending on how its provisions affected court caseloads and related administrative costs.

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■ This analysis was prepared by nonpartisan House Fiscal Agency staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.