

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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HOUSE BILL 721
Committee Substitute Favorable 6/9/11

Short Title: Landlord/Tenant/Bedbug Liability.

(Public)

Sponsors:

Referred to:

April 7, 2011

1 A BILL TO BE ENTITLED
2 AN ACT REQUIRING LANDLORDS AND TENANTS TO TAKE CERTAIN ACTIONS TO
3 EXTERMINATE BEDBUGS IN DWELLING UNITS.

4 The General Assembly of North Carolina enacts:

5 **SECTION 1.** G.S. 42-42(a) reads as rewritten:

6 "**§ 42-42. Landlord to provide fit premises.**

7 (a) The landlord shall:

8 ...

9 (9) Not offer for lease any premises that, at the time the landlord and tenant
10 enter into a rental agreement, the landlord knows to be infested by the
11 species cimex lectularius, also known as bedbugs. The landlord may, prior to
12 leasing the premises, obtain an inspection from a licensee under
13 G.S. 106-65.24(15). If no evidence is found, the written report of the
14 inspection shall serve as evidence of the landlord's compliance with the
15 provisions of this subdivision. G.S. 42-43.1 and this subdivision shall
16 comprise the sole and exclusive duties of a landlord relating to an infestation
17 of cimex lectularius, also known as bedbugs; no other subsection of this
18 section shall be construed to impose any duties or obligations upon a
19 landlord relating to an infestation of bedbugs."

20 **SECTION 2.** G.S. 42-43(a) reads as rewritten:

21 "**§ 42-43. Tenant to maintain dwelling unit.**

22 (a) The tenant shall:

23 ...

24 (8) Comply with the provisions of G.S. 42-43.1 in dealing with any infestation
25 of the species cimex lectularius, also known as bedbugs."

26 **SECTION 3.** Article 5 of Chapter 42 of the General Statutes is amended by adding
27 a new section to read as follows:

28 "**§ 42-43.1. Bedbug infestation; landlord and tenant obligations.**

29 (a) Landlord's General Obligations. – If the landlord did not obtain an inspection from a
30 licensee under G.S. 42-42(a)(9), and the tenant took initial possession of the premises less than
31 60 days before the written notification was given, then, within five days of receiving the notice
32 from the tenant, the landlord shall contract with a licensee to exterminate any bedbugs in the
33 premises.

34 (b) Landlord's Obligation to Inspect and Treat Neighboring Units. – Upon receipt of
35 notice of the presence of any infestation of bedbugs in the premises, the landlord shall obtain an
36 inspection from all neighboring units to discern whether there is evidence of a bedbug



1 infestation in any neighboring units. If no such evidence is found, the written report of the
2 inspection shall serve as evidence of the landlord's compliance with the provisions of this
3 subsection. If such evidence of a bedbug infestation is found in a neighboring unit, then
4 notwithstanding the provisions of subsection (a) and subsection (d) of this section, the landlord
5 shall be responsible to contract with a licensee to exterminate any bedbugs in the premises and
6 the neighboring units.

7 (c) Landlord's Provision of Educational Materials to Tenant. – The landlord shall
8 provide educational materials regarding cimex lectularius, also known as bedbugs, to new
9 tenants.

10 (d) Tenant's General Obligations. – A tenant shall not knowingly or recklessly introduce
11 onto the premises any person or thing infested with bedbugs. A tenant shall notify his or her
12 landlord, in writing, within five days of suspecting the presence of any infestation of the
13 species cimex lectularius, also known as bedbugs. If the landlord did obtain an inspection from
14 a licensee, or if at least 60 days have passed since the tenant took initial possession of the
15 premises, it shall be the tenant's responsibility to have the bedbugs in the premises
16 exterminated. Within seven days of notifying the landlord of the suspected presence of
17 bedbugs, the tenant shall do both of the following: (i) contract with one of the licensees
18 suggested by the landlord or, if no licensees were suggested, with any licensee, and (ii) have
19 the premises treated for bedbugs by the licensee. The tenant shall be solely responsible for any
20 fees charged by the licensee and any damages associated with the presence and elimination of
21 bedbugs from the premises and any attached units and spaces. The tenant shall furnish to the
22 landlord proof from the licensee of the services performed. The landlord may provide the
23 tenant with either the name, address, and telephone number of the licensee that inspected the
24 premises or with the name, address, and telephone number of the licensee that the landlord
25 deems reputable. In all situations, the tenant shall allow the landlord and the licensee access to
26 the premises for the purposes of inspection for, and treatment of, bedbugs and shall carefully
27 follow all instructions provided by the landlord or licensee to facilitate the elimination of
28 bedbugs. The failure of any tenant to comply with the provisions of this section shall be a
29 breach of the tenant's obligations under G.S. 42-43(a)(8), and the landlord may do any or all of
30 the following: (i) contract with a licensee at the tenant's expense to exterminate the bedbugs;
31 (ii) terminate the tenant's tenancy; or (iii) pursue a cause of action against the tenant for
32 damages.

33 (e) G.S. 42-42(a)(9), G.S. 42-43(a)(8), and this section shall form the sole and exclusive
34 duties and responsibilities of landlords and tenants in North Carolina relating to an infestation
35 of cimex lectularius, also known as bedbugs. Counties and municipalities shall not enact or
36 enforce any ordinance or law that creates any additional duty or remedy for landlords or tenants
37 relating to an infestation of bedbugs except as provided herein.

38 (f) For purposes of this section, the term "licensee" shall have the same meaning as in
39 G.S. 106-65.24(15), and the term "neighboring units" shall mean immediately adjoining rental
40 units that share a common wall or floor or ceiling with the premises."

41 **SECTION 4.** G.S. 42-51 reads as rewritten:

42 **"§ 42-51. Permitted uses of the deposit.**

43 Security deposits for residential dwelling units shall be permitted only for the tenant's
44 possible nonpayment of rent and costs for water or sewer services provided pursuant to
45 G.S. 62-110(g), damage to the premises, damages due to a violation of the tenant's obligations
46 under G.S. 42-43(a)(8), nonfulfillment of rental period, any unpaid bills that become a lien
47 against the demised property due to the tenant's occupancy, costs of re-renting the premises
48 after breach by the tenant, costs of removal and storage of tenant's property after a summary
49 ejectment proceeding or court costs in connection with terminating a tenancy. The security
50 deposit shall not exceed an amount equal to two weeks' rent if a tenancy is week to week, one
51 and one-half months' rent if a tenancy is month to month, and two months' rent for terms

1 greater than month to month. These deposits must be fully accounted for by the landlord as set
2 forth in G.S. 42-52."

3 **SECTION 5.** This act becomes effective October 1, 2011.