



Bill No: SB 529-- Real Property – Landlord and Tenant – Bedbugs

Committee: Judicial Proceedings

Date: 2/15/2022

Position: Unfavorable

The Apartment and Office Building Association of Metropolitan Washington (AOBA) represents members that own or manage more than 23 million square feet of commercial office space and 133,000 apartment rental units in Montgomery and Prince George's Counties.

SB 529 requires a housing provider to obtain an inspection of a rental unit by a certified applicator within 96 hours after being notified by the resident of the presence or suspected presence of bedbugs. The bill also mandates that a housing provider be responsible for costs associated with inspection and treatment of bedbugs and creates a new remedy for residents by allowing them actual damages if the housing provider fails to comply with the bill's provisions. Lastly, the bill requires a property owner to provide prospective and current residents, by request, disclose information on rental units that contained bedbugs within the previous eight months and the last date when the unit was inspected for and found to be free of bedbugs.

AOBA appreciates the bill sponsor's willingness to discuss the bill with the Association and accept amendments to address striking language that removes the provision that gives housing providers two-business days to provide results of inspection to the resident. However, there are still concerns with the bill as currently drafted. AOBA is opposed to SB 529 unless amended.

Senate Bill 529 introduces new penalties for non-compliance with the new regulations and it overlaps with the current code that governs and enforces pest remediation on residential properties. Under section § 12-203 of the Minimum Livability Code, property owners are held accountable for exterminating any insects, rodents, or other pests. Per to the Minimum Livability Code, existing penalties include a misdemeanor charge and if found guilty, an individual can face imprisonment not exceeding three months or a fine no more than \$500 for each day the violation exists.

AOBA members take issue with the bill's requirement for a property owner to utilize a certified applicator for an initial unit inspection to determine if bedbugs are present. The Minimum Livability Code does not require a property owner to obtain an inspection from a certified applicator for any other type of pest infestation. AOBA members do not believe bedbug infestation should require a different standard of preliminary inspection. Housing providers currently utilize experienced staff to inspect units for bedbugs or other pests and they should not be prevented from conducting their own preliminary inspection for bedbugs. AOBA members follow industry accepted practices for handling pests based on current regulations and codes. AOBA believes these codes and standards are sufficient for identifying bedbugs and seeking professional treatment.

SB 529 states that a property owner is responsible for all costs relating to the inspection and treatment of bedbugs. In practice, property owners already cover the cost of treatment for residents. However, there are instances where a resident has introduced bedbugs on multiple occasions to their unit and neighboring units. This is expensive for property owners and disruptive for other residents to have their neighboring units treated repeatedly. The property owner should not be precluded from charging the tenant. If the resident introduced the problem, or does not cooperate in the continuing prevention protocols, then they bear responsibility and should be held accountable.

AOBA also has concerns with the timeline created in the bill. As drafted, SB 529 requires a housing provider to obtain an inspection of the rental unit by a certified applicator within 96 hours of being notified of the presence or suspected presence of the bedbugs. Adhering to this timeline can be problematic as there are instances where the resident did not prepare and is not ready for treatment. This prolongs the process for that rental unit and creates delays for neighboring units that need to be treated. Additionally, if the issue is reported end-of-day Friday the 96-hour clock starts then; there may be difficulty getting an applicator on-site. The COVID-19 pandemic further complicates the timeline because providers are minimizing the instances they enter units and residents who contracted the virus must quarantine for at least five days, as declared by the CDC; thus, creating setbacks for the housing provider and certified applicator inspecting and treating rental units impacted by bedbugs. AOBA members believe four business days is a more reasonable standard for treatment.

AOBA opposes any provision that requires a property owner to collect and disclose information to prospective residents and existing residents regarding bedbugs. The new burden it will create for housing providers to establish tracking infrastructure to collect data that they do not currently track on bedbugs in dwelling units is onerous. Additionally, privacy issues arise from housing providers being required to release information that violates the previous resident's confidentiality. Further, AOBA members question if they will be deemed to have violated the act if, in good faith, they say the unit is unaffected in the last 8 months simply because the leasing agent does not know that information. Additionally, the bill prohibits a housing provider from offering for rent a dwelling unit that they know or "reasonably suspect" contains bedbugs. AOBA members are unsure what

constitutes “reasonably suspects” and the language is open for interpretation. As such, AOBA believes the bill should strike the phrase “reasonably suspects”.

For these reasons, AOBA requests an unfavorable report unless amended on SB 529.

For further information, contact Ryan Washington, AOBA Government Affairs Manager, at 202-770-7713 or rwashington@aoba-metro.org.

Amendments to SB 529

Amendment No.1

Pg. 2, Line 24, Strike, “**96 HOURS**” and Add “**4 BUSINESS DAYS OR PROMPTLY AS PRACTICABLE**”

Amendment No. 2

Pg. 2, Line 27, Strike, “**CERTIFIED APPLICATOR,**” and Add “**LANDLORD.**”

Amendment No. 3

Pg. 3, Line 5, Strike, “**BUT NO LONGER THAN 2 BUSINESS DAYS.**”

Amendment No. 4

Pg. 3, Lines 24-26, Strike, “**EXCEPT AS OTHERWISE PROVIDED BY LAW, A LANDLORD IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH AN INSPECTION FOR, AND THE TREATMENT OF, BEDBUGS.**”

Amendment No. 5

Pg. 5, Line 3, Strike, “**OR REASONABLY SUSPECTS.**”

Amendment No. 6

Pg. 5, Lines 13-14, Strike, “**A LANDLORD WHO FAILS TO COMPLY WITH THIS SUBTITLE IS LIABLE TO A TENANT FOR THE ACTUAL DAMAGES OF THE TENANT.**”

Amendment No. 7

Pg. 5, Lines 4-7 and Lines 8-11, Strike, **(1) ON REQUEST BY A PROSPECTIVE TENANT, A LANDLORD SHALL DISCLOSE WHETHER, TO THE KNOWLEDGE OF THE LANDLORD, THE DWELLING UNIT THAT THE LANDLORD IS OFFERING FOR RENT CONTAINED BEDBUGS WITHIN THE PREVIOUS 8 MONTHS.**

(2) ON REQUEST BY A TENANT OR A PROSPECTIVE TENANT, A LANDLORD SHALL DISCLOSE THE LAST DATE, IF ANY, ON WHICH A DWELLING UNIT

BEING RENTED OR OFFERED FOR RENT WAS INSPECTED FOR, AND FOUND TO BE FREE OF BEDBUGS.