

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

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HOUSE DRH80144-LM-107 (03/23)

Short Title: Landlord/Tenant/Bedbug Liability.

(Public)

Sponsors: Representative McCormick.

Referred to:

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 a certificate from a licensed pest control
13 company certifying that the premises are free of an infestation of bedbugs,
14 and the certificate shall serve as conclusive evidence of the landlord's
15 compliance with the provisions of this subdivision."

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

17 "§ 42-43. Tenant to maintain dwelling unit.

18 (a) The tenant shall:

19 ...

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

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

24 "§ 42-43.1. Bedbug infestation; landlord and tenant obligations.

25 (a) A tenant shall notify his or her landlord, in writing, within five days of suspecting
26 the presence of any infestation of the species cimex lectularius, also known as bedbugs. If the
27 landlord did not obtain a certificate from a licensed pest control company as provided in
28 G.S. 42-42(a)(9), and the tenant took initial possession of the premises less than 30 days before
29 the written notification was given, then, within five days of receiving the notice from the
30 tenant, the landlord shall contract with a licensed pest control company to exterminate any
31 bedbugs in the premises. If the landlord did obtain a certificate from a licensed pest control
32 company as provided in G.S. 42-42(a)(9), or if at least 30 days have passed since the tenant
33 took initial possession of the premises, it shall be the tenant's responsibility to have the bedbugs
34 in the premises exterminated.



1 (b) Where the tenant is responsible for the extermination of bedbugs, the landlord may
2 provide the tenant with either the name, address, and telephone number of the licensed pest
3 control company that certified the premises were free of an infestation of bedbugs or with the
4 name, address, and telephone number of pest control companies that the landlord deems
5 reputable. Within seven days of notifying the landlord of the suspected presence of bedbugs,
6 the tenant shall do both of the following: (i) contract with one of the licensed pest control
7 companies suggested by the landlord or, if no companies were suggested, with any licensed
8 pest control company, and (ii) have the premises treated for bedbugs by the licensed pest
9 control company. In all situations, the tenant shall allow the landlord and the licensed pest
10 control company access to the premises and shall carefully follow all instructions provided by
11 the landlord or licensed pest control company to facilitate the elimination of bedbugs. Where
12 the tenant is responsible for the extermination of bedbugs, the tenant shall be solely responsible
13 for any fees charged by the licensed pest control company and any damages associated with the
14 presence and elimination of bedbugs from the premises and any attached units and spaces, and
15 the tenant shall furnish to the landlord proof from the licensed pest control company of the
16 services performed.

17 (c) After a licensed pest control company has treated the premises and deemed the
18 premises free of an infestation of bedbugs, the tenant shall be responsible for all subsequent
19 infestations. However, whenever a tenant notifies the landlord of the presence of bedbugs, if it
20 is determined by a licensed pest control company that the source of the bedbugs is an adjacent
21 unit, then the tenant in the source unit shall be responsible for the extermination of the bedbugs
22 in accordance with the provisions of this section.

23 (d) The failure of any tenant to comply with the provisions of this section shall be a
24 breach of the tenant's obligations under G.S. 42-43(a)(8), and the landlord may do any or all of
25 the following: (i) contract with a licensed pest control company at the tenant's expense to
26 exterminate the bedbugs; (ii) terminate the tenant's tenancy; or (iii) pursue a cause of action
27 against the tenant for damages."

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

29 **"§ 42-51. Permitted uses of the deposit.**

30 Security deposits for residential dwelling units shall be permitted only for the tenant's
31 possible nonpayment of rent and costs for water or sewer services provided pursuant to
32 G.S. 62-110(g), damage to the premises, damages due to a violation of the tenant's obligations
33 under G.S. 42-43(a)(8), nonfulfillment of rental period, any unpaid bills that become a lien
34 against the demised property due to the tenant's occupancy, costs of re-renting the premises
35 after breach by the tenant, costs of removal and storage of tenant's property after a summary
36 ejectment proceeding or court costs in connection with terminating a tenancy. The security
37 deposit shall not exceed an amount equal to two weeks' rent if a tenancy is week to week, one
38 and one-half months' rent if a tenancy is month to month, and two months' rent for terms
39 greater than month to month. These deposits must be fully accounted for by the landlord as set
40 forth in G.S. 42-52."

41 **SECTION 5.** This act is effective when it becomes law.