

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2011

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HOUSE BILL 721  
PROPOSED COMMITTEE SUBSTITUTE H721-PCS70244-RN-25

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.



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1       **(b) Landlord's Obligation to Inspect and Treat Neighboring Units.** – Upon receipt of  
2 notice of the presence of any infestation of bedbugs in the premises, the landlord shall obtain an  
3 inspection from all neighboring units to discern whether there is evidence of a bedbug  
4 infestation in any neighboring units. If no such evidence is found, the written report of the  
5 inspection shall serve as evidence of the landlord's compliance with the provisions of this  
6 subsection. If such evidence of a bedbug infestation is found in a neighboring unit, then  
7 notwithstanding the provisions of subsection (a) and subsection (d) of this section, the landlord  
8 shall be responsible to contract with a licensee to exterminate any bedbugs in the premises and  
9 the neighboring units.

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

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

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

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

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

45       **"§ 42-51. Permitted uses of the deposit.**

46       Security deposits for residential dwelling units shall be permitted only for the tenant's  
47 possible nonpayment of rent and costs for water or sewer services provided pursuant to  
48 G.S. 62-110(g), damage to the premises, damages due to a violation of the tenant's obligations  
49 under G.S. 42-43(a)(8), nonfulfillment of rental period, any unpaid bills that become a lien  
50 against the demised property due to the tenant's occupancy, costs of re-renting the premises  
51 after breach by the tenant, costs of removal and storage of tenant's property after a summary

1 ejection proceeding or court costs in connection with terminating a tenancy. The security  
2 deposit shall not exceed an amount equal to two weeks' rent if a tenancy is week to week, one  
3 and one-half months' rent if a tenancy is month to month, and two months' rent for terms  
4 greater than month to month. These deposits must be fully accounted for by the landlord as set  
5 forth in G.S. 42-52."

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