

Bed Bugs and the Law in California

California Civil Code §1941.1, Landlord Obligations

California state law requires a landlord to provide and maintain the following:

- Weather protection at the roof, exterior walls, windows and doors;
- Plumbing and gas facilities
- An adequate supply of hot and cold running water
- Heat
- Electrical system, including lighting, wiring, and equipment working
- Clean Premises, free of rubbish, filth, garbage and vermin
- Adequate trash containers
- Floors, stairways and railings maintained

California Civil Code §1941.2, Tenant Obligations

California state law requires the tenant to

- Keep the unit clean and sanitary
- Dispose of rubbish in a sanitary manner
- Properly use plumbing and electrical fixtures
- Not willfully destroy the unit
- Use the rooms for their intended use

The law requires a tenant to personally repair damage caused by their own acts or neglect.

- If the tenant “substantially violated” the tenant’s obligations, and
- The violation “substantially contributes” to the defective condition.

Retaliation by the Landlord

California Civil Code §1942.5 prohibits a landlord from retaliating against a tenant if the tenant:

- Calls a governmental agency for an inspection
- Organizes other tenants
- Requests that the landlord make repairs (or in this case, treat bed bugs)

That means...

A landlord cannot evict or threaten to evict a tenant because the tenant called a governmental agency or asked for bed bug treatment.

Eviction, also known as “Unlawful Detainer”

Remember that tenants have the legal right to withhold rent when the landlord fails to maintain habitable conditions. This is what’s called an Affirmative Defense to an unlawful detainer (eviction).



Lawsuits against Landlords

Tenants can file suit against landlords who fail to maintain rental units in habitable premises.

The tenant must prove;

- (a) that defects exist that violate California Civil Code §1941.1
- (b) that the owner had actual or constructive notice
- (c) that the tenant suffered damages

Who pays for bed bug treatment?

- Landlords try to charge tenants for the cost of bed bug treatment.
- Landlords say they cannot afford the cost of bed bug treatment
- Tenants are reluctant to report problems to the landlords, which makes the problem worse!

Landlords who try to pass the cost of bed bug treatment on to the tenants are violating the landlord's legal obligation to maintain the property.

HUD has issued guidelines that prohibit the landlord from charging tenants in subsidized housing for the cost of bed bug treatment.

Knight vs Hallsthammer (1981) 29 C.3rd 46 states a landlord is obligated to provide and maintain residential rental premises in a habitable condition, regardless of the landlord's financial ability, financial condition, or the availability of funds for necessary repairs and maintenance.

The landlord saying, "I don't have the money," is not an excuse.

"The Tenant Didn't Tell Me"

Sometimes property owners engage in willful blindness, saying the tenant never provided the landlord with notice of the infestation.

Petersen v Superior Court 10 Cal.4th 1185 held that a landlord has "constructive notice" if a reasonable inspection would have revealed the defect.

"The Tenant Won't Cooperate"

A common complaint landlords make is that tenants are not cooperating in allowing the owner to treat for bed bugs.

Civil Code §1954 requires that the owner provide the tenant with 24 hour written notice of intent to enter.

To Deal with Bed Bugs, Everyone Must Cooperate

The landlord must openly discuss bed bugs with tenants to educate them about prevention and to encourage immediate notification of a problem. Bed bugs are much easier to manage in the early stages of an infestation.

Tenants must notify the landlord or manager immediately if they suspect a bed bug infestation. They must learn how to prevent and avoid infestations, and they must do their part in the treatment process.

The pest control company must communicate effectively with all parties; inspect units above, below and on both sides of the affected apartment, as well as common areas of the building; and provide a thorough treatment with follow up.

Adapted from a 2012 PowerPoint presentation by Roxanne Romell, Attorney at Law

