

Bedbugs

- a) Purpose. Bedbugs are hereby declared to be a public nuisance subject to the abatement provisions of this Section. All property owners and or tenants of any multi-unit building shall take appropriate actions to prevent and or eliminate any bedbug complaints.
- b) Definitions. As used in this section, unless the context otherwise indicates, the following terms shall have the meanings indicated:
 1. “Day” is defined as a business day.
 2. “Infestation” is defined as the presence of bedbugs in a dwelling unit.
 3. “Landlord” is defined in this section as the owner of any multi-unit building
 4. “Pest control agent” means a commercial applicator of pesticides certified pursuant to 22 M.R.S.A. § 1471-D.
 5. “Reasonable notice” means notice as set forth in 14 M.R.S.A. § 6025.
- c) Landlord duties. A landlord has the following duties:
 1. Upon written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord shall, within two (2) days, conduct an inspection of the unit for bedbugs.
 2. If, upon inspection, a bedbug is found or reasonably suspected anywhere in a dwelling unit, the landlord shall, within one (1) day, contact a pest control agent pursuant to Subsection (c)(3).
 3. A landlord shall take reasonable measures to effectively identify and treat the bedbug infestation as recommended by a pest control agent. The recommendation to treat the dwelling unit and the plan to decontaminate the people affected and their personal property must be provided to the landlord and received by the City within five (5) days of contacting the pest control agent. The landlord shall employ a pest control agent that carries current liability insurance to promptly treat the bedbug infestation including decontamination individuals and personal property. The landlord shall notify the City within two (2) days of any abatement measures recommended by the pest control agent. If the City determines such abatement measures to be insufficient to abate the infestation, the City may immediately require additional abatement to ensure that no further infestation is detected. The landlord shall maintain a written record of the pest control measures performed by the pest control agent on the dwelling unit. The record shall include reports and receipts prepared by the pest control agent. The record shall be maintained for three (3) years and shall be open to inspection by authorized City personnel.

4. Before renting a dwelling unit, a landlord shall disclose to a prospective tenant if an adjacent unit or units are currently infested with or are being treated for bedbugs. Upon request from a tenant or prospective tenant, a landlord shall disclose the last date that the dwelling unit the landlord seeks to rent or an adjacent unit or units were inspected for a bedbug infestation and found to be free of a bedbug infestation.
5. A landlord may not offer for rent a dwelling unit that the landlord knows or suspects is infested with bedbugs.
6. A landlord shall offer to make reasonable assistance available to a tenant who is not able to comply with requested bedbug inspection or control measures under Subsection (d)(3), including but not limited to providing an uncontaminated location in which to reside while decontamination procedures are ongoing.
7. The landlord shall be responsible for all costs of decontamination of the tenant any other people contaminated at the property and all personal property. This includes the cost of transportation to a decontamination facility.
8. In addition to any penalties authorized under this section, if a landlord fails to comply with the obligations under this subsection:
 - i. The City or a designated agent may enter the property and may act to abate the infestation in compliance with this section. To recover any actual and direct expenses incurred by the City in the abatement of infestation, the City may: (1) file a lien on the real estate on which the infestation is located; or (2) assess a special tax on the real estate on which the infestation is located, which amount shall be included in the next annual warrant to the tax collector of the City for collection in the same manner as other City taxes are collected;
 - ii. The building in which the infestation is located shall be deemed to be unsanitary, a hazard to health and safety, unsuitable or improper for occupancy, and otherwise dangerous to life or property for purposes of 17 M.R.S.A. § 2851.

d) Tenant duties. A tenant has the following duties:

1. A tenant shall promptly notify a landlord when the tenant knows of or suspects an infestation of bedbugs in the tenant's dwelling unit.
2. Upon receiving reasonable notice, including reasons for and scope of the request for access to the premises, a tenant shall grant the landlord of the dwelling unit, the landlord's agent, the landlord's pest control agent and its employees, or authorized City personnel access to the unit for purposes of an inspection for or control of the infestation of bedbugs. The initial inspection may include only a visual inspection and manual inspection of the tenant's bedding and upholstered furniture. Employees of the pest control agent may inspect items other than bedding and upholstered

furniture when such an inspection is considered reasonable by the pest control agent. If the pest control agent finds bedbugs in the dwelling unit or in an adjoining unit, the pest control agent may have additional access to the tenant's personal belongings as determined reasonable by the pest control agent.

3. Upon receiving reasonable notice, a tenant shall comply with reasonable measures to eliminate and control a bedbug infestation as set forth by the landlord, the pest control agent and the city.
- e) General penalty. A landlord or tenant who fails to comply with the provisions of this section shall be subject to the penalty set forth in Chapter 1, Article III, General Penalty of this Code.