

PEST MANAGEMENT ISSUES & LANDLORD- TENANT RELATIONSHIP

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City of Richmond Pest Management Workshop

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Sources of Law



- **Virginia Residential Landlord-Tenant Act (VRLTA)**
 - Applies to all multi-family rental housing
 - Applies to single-family rental housing if landlord owns & rents more than 4 units in a city or urban county, or more than 10 units elsewhere
- **Virginia Landlord and Tenant Act**
 - Applies to all rental housing
 - Older law & not as comprehensive

§55-248.13 & §55-225.3

The landlord shall:



- 1) Comply with the requirements of applicable building and housing codes materially affecting health and safety.**
- 2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.**

**§55-248.16
& §55-225.4:
Tenant to maintain
dwelling unit.**



- 1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.**
- 2) Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean and safe as the condition of the premises permit.**
- 3) Keep that part of the dwelling unit and the part of the premises that he occupies free from insects and pests, as those terms are defined in §3.2-3000, and to promptly notify the landlord of the existence of any insects or pests.**

**Pest Control is the
Joint Responsibility of
Landlord & Tenant
but the Primary
Responsibility of the
Landlord**



HUD Memo – 3/15/11



Bed bugs are excellent hitchhikers and can be transported to a unit from literally any place and by anyone that has been in contact with the pest.

Bed bugs can be introduced to a property by simply hitchhiking on the clothing or belongings of residents or visitors.

Bed bugs could be introduced to a property by the landlord, landlord's employees, maintenance personnel, contractors, vendors, government representatives, or anyone who has or had access.

No one is immune from transporting these pests from one location to another.

Bed bugs are not linked to poor sanitation or poor housekeeping.



It is virtually impossible to prove fault with regard to who may have created the bed bug infestation within a property.

Residents should not bare the sole burden regarding the introduction of bed bugs to a property.

Landlord policies should be reasonable and should not penalize tenants because they discovered and reported bed bugs in their unit.



When tenants report they have bed bugs in their unit, landlords first should inspect the unit and confirm the pest is in fact bed bugs, and if so, should immediately begin to treat the problem.

Landlords should inspect and treat, if necessary, not only the affected unit, but also all units surrounding that unit.

Because the infestation of pests (bed bug or otherwise) is not normally considered an emergency, tenants should receive at least a two day notice before inspection and treatment.

Only on the advice of a qualified pest control professional should a landlord notify residents that they should dispose of furnishings, and this only should be done as a last resort.



Bed bug infestation is not grounds for termination of tenancy in the same way that other pest infestation would not be grounds for termination of tenancy.

Landlords – and landlords alone – are responsible for the cost of bed bug treatment, which may be paid for out of existing rental income, or future rent increases, or federally subsidized housing grants, if available.



Landlord Access to Premises

- **Tenant can't unreasonably withhold consent to the landlord to enter into the rental unit**
- **Landlord may enter the rental unit without tenant's consent only in an emergency**
- **Landlord may not abuse the right of access or use it to harass the tenant**
- **Except in an emergency, landlord must give tenant notice of intent to enter & enter only at reasonable times**
- **Unless impractical, landlord must give tenant at least 24 hours advance notice**

Repairs

To get repairs, tenants must do four things:



- **Be current in rent & stay current**
- **Give written notice to landlord (or have someone else do so)**
- **Wait a reasonable period of time**
- **If repairs not made after reasonable time, take the written notice & the next month's rent to General District Court & file a Tenant's Assertion**

Tenant's Assertion



- **At trial, judge may**
 - **Order repairs completed before rent is released to landlord**
 - **Order repairs & return of rent money to tenant**
 - **Order lease ended so tenant can move without paying future rent**

- **No rent withholding in Virginia**
- **No repair & deduct in Virginia**
- **Tenant cannot just move out**



Where Tenants Can Get Help



- Legal information available at www.valegalaid.org
- Pre-recorded legal information available by calling 1-866-534-5243 (toll-free) before 9:00 a.m., after 5:00 p.m., and all day on weekends and legal holidays
- Office of Consumer Affairs, (toll-free) 1-800-552-9963 or local 804-786-2042
- Central Virginia Legal Aid Society, (toll-free) 1-800-868-1012 or 1-800-390-9983, or local – 804-200-6046 (Richmond & Petersburg) or 434-296-8851 (Charlottesville)
- Legal Aid Justice Center, local – 804-643-1086 (Richmond), 804-862-2205 (Petersburg) or 434-977-0553 (Charlottesville)