

Roberta DiMezza

From: bounce@bounce.votervoice.net on behalf of Christopher Smith <user@votervoice.net>
Sent: Monday, March 16, 2026 12:16 PM
To: House Judiciary Committee
Subject: OPPOSE H7758

Follow Up Flag: Follow up
Flag Status: Completed

Dear Committee Clerk DiMezza,

Not only are these bills unfair and un-American but the legislators who continue to submit them should be removed from the Committees that they sit on. Why is taxpayer time and dollars being wasted on the same bills that keep getting defeated time and time again?

House Bill 7758 seeks to establish a legislative protocol for residential rental units that have bed bugs.

The presence of bed bugs in residential dwellings does not appear to be a rampant problem in RI requiring a statutory solution. Property owners agree that they should be obligated to ensure that a residential unit does not have a bed bug infestation at the time a rental unit is delivered to a tenant for occupancy, but this bill goes far beyond this by shifting the burden to landlords to be fully and solely responsible for all costs and expenses associated with bed bug infestations and remediation when bed bugs, even when they are brought into the dwelling unit by the tenant.

Bed bugs are not naturally occurring defects in a rental unit and are not are not the result of a failure of the landlord to properly maintain the property. Bed bugs are not insects that are naturally occurring on the grounds of the property and have found their way into the dwelling unit on their own. Bed bugs are typically carried into dwelling units by the tenants themselves after traveling or visiting a place that is infested; bed bugs attach to clothing and luggage and are then transported to their new home to create a new infestation.

Under the proposed legislation, a tenant who brings bed bugs into the unit and then suffers from an infestation only needs to notify the landlord of the bed bugs and provide the landlord access to the dwelling unit for remediation. The legislation then shifts the burden to the landlord who assumes the full financial, administrative, and logistical burden to remediate the problem that was created by the tenant.

There is no other provision of RI Landlord Tenant law that requires the landlord to fix and pay for conditions that were caused by the tenant. If a tenant breaks a window, the law requires that the tenant to pay damages to repair it. If a tenant break a door, the law requires the tenant to pay damages to repair it. Tenants are typically and rightfully required to pay for damages and negative conditions in their dwelling units and common areas that they have created. The same should be true of infestations that occur after a tenant moves into a unit that was free of bed bugs when they moved in.

This bill unfairly shifts the economic burden to innocent landlords who comply with the law, with no good or reasonable underlying policy justification other than to save the offending tenants from this cost and administrative burden to solve a problem of their own creation.

For these reasons, I oppose this bill and urge you to reconsider this proposal.

Sincerely,

Christopher Smith

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