

Ariana Costa

From: bounce@bounce.votervoice.net on behalf of Rose Russell <user@votervoice.net>
Sent: Tuesday, March 17, 2026 7:33 AM
To: House Judiciary Committee
Subject: H7758 OPPOSE

Follow Up Flag: Follow up
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Dear Committee Clerk DiMezza,

I have had to deal with bed bugs 3 times in 22 years. Each case was specifically caused by the tenants.

-Apt R2 shared apt. people there for 3 years without issue. 1 person left and they interviewed and chose a new person who applied, was qualified, approved, joined the lease, moved in with bed bugs and everyone went nuts. Never a bug in that house before he showed up. Why should I pay for that.

-Apt MS2 A Dr. chose a large apt. She loved the place. After a few months with no incidents whatsoever, she asked if she could have her elderly folks move up from NJ to join her. With them, they brought bed bugs from the moving truck. She called me: "Everybody is all of a sudden itching, do something about it!" Again, why is that something I should be burdened with paying for?

-Apt WR1 A tenant moved into a completely newly renovated place. She had a bed, a table and chairs, it was sparsely furnished and she lived there without incident until a friend offered her a sofa and she took it. Guess what? It had bed bugs.

Additionally, your time frame to both inspect and treat is unreasonable. Having had to deal with scheduling treatments, the preparation required (and not executed by the tenants) thwarted any efforts to meet the timeline outlined in this bill. We all have busy lives and tenants work jobs just like everyone else. I've had tenants tell me that the extremely time consuming and onerous preparations would require at least 2-3 weeks of their time. On top of that if I have a tenant who refuses to do the preparation jeopardizing the treatment for others, according to this bill, I can be sued for that.

These issues are not the fault or responsibility of the housing provider. Under no circumstances will I waste my time and money testing clean, bug free apartments in order to satisfy this clause: "Upon request from a tenant or a prospective tenant, a landlord shall disclose the last date, if any, on which a dwelling unit being rented or offered for rent was inspected for, and found to be free of, bed bugs", or pay for bed bug treatment. If the current tenants living there have no issues, that's my proof. Oppose this unfair bill. Punish the party at fault.

I will NOT pay for an inspection where no one has ever reported bed bugs and your time frame deadlines for all of this is impossible to meet. And I'd like the clause to say the landlords can sue the tenants for bringing these bugs into the house, not the reverse that this states. If there is ever any kind of bug any responsible pest control person will state they cannot guarantee treatment unless ALL units are treated, regardless of which tenant brings the bugs in. and tenant causing this infestation should pay for the entire treatment. Oppose this bill!

House Bill 7758 aims to establish guidelines for dealing with bed bugs in rental properties, but it imposes an excessive burden on landlords. While landlords should ensure their properties are free of bed bugs at the start of a tenancy, this bill places sole responsibility on them for infestations caused by tenants after moving in.

Bed bugs aren't naturally present in rental units and typically enter through tenants who've encountered them elsewhere. Despite this, the proposed legislation obligates landlords to cover all costs and efforts for remediation, even though the infestation was brought in by the tenant.

Under the bill, tenants are only required to notify landlords of bed bug presence, shifting the entire remediation burden to landlords. This contradicts existing laws where tenants are responsible for damages they cause, like breaking windows or doors.

Such a shift unfairly burdens landlords, who don't have greater financial capability than tenants to handle infestations caused by tenants. It lacks a reasonable justification beyond relieving tenants of costs they've incurred themselves, putting innocent landlords at an economic disadvantage.

While I can appreciate that this bill provides that a tenant be liable for the costs if they do not cooperate in a timely manner for remediation, that cost is almost impossible to recover unless it were able to be attached to the next due rental payment at which time a landlord could enact legal ramifications for unpaid rent which would include these costs. If a tenant were to continue to live in the unit while preventing treatment, the problem would then spread to infect other dwelling units, further exacerbating the expense incurred by the landlord. This serves the interest of no one involved.

I hope that you will join me in opposing this bill.

Sincerely,

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