

# HOUSE BILL No. 1415

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 32-31-10.

**Synopsis:** Bed bug control. Requires a tenant to inform the landlord if the tenant reasonably suspects the presence of bed bugs. Requires the landlord to have the dwelling inspected by a qualified inspector. Requires the landlord to inform the tenant if the inspection report indicates the presence of bed bugs. Requires the landlord to have a pest control applicator treat a dwelling that contains bed bugs. Establishes responsibilities for the tenant and landlord concerning notice, access, and costs. Allows the state chemist to adopt rules concerning bed bug inspections and the application of pesticides for bed bugs in dwelling units.

**Effective:** July 1, 2021.

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January 14, 2021, read first time and referred to Committee on Public Health.

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First Regular Session of the 122nd General Assembly (2021)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2020 Regular Session of the General Assembly.

# HOUSE BILL No. 1415

A BILL FOR AN ACT to amend the Indiana Code concerning property.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 32-31-10 IS ADDED TO THE INDIANA CODE  
2 AS A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
3 JULY 1, 2021]:

4 **Chapter 10. Bed Bug Remediation**  
5 **Sec. 1. As used in this chapter, "bed bug" means the common**  
6 **bed bug, or cimex lectularius.**

7 **Sec. 2. As used in this chapter, "contiguous dwelling unit"**  
8 **means a dwelling unit that is contiguous with another dwelling**  
9 **unit, both of which units are owned, managed, leased, or subleased**  
10 **by the same landlord.**

11 **Sec. 3. As used in this chapter, "dwelling unit" means a**  
12 **structure or the part of a structure that is used as a home,**  
13 **residence, or sleeping place by a tenant.**

14 **Sec. 4. As used in this chapter, "electronic notice" means notice**  
15 **by electronic mail or an electronic portal or management**  
16 **communications system that is available to both a landlord and a**  
17 **tenant.**



1           **Sec. 5. As used in this chapter, "landlord" means the owner,**  
 2 **manager, lessor, or sublessor of a residential premises.**

3           **Sec. 6. As used in this chapter, "pest control applicator" means**  
 4 **a:**

- 5           **(1) licensed applicator for hire (as defined by IC 15-16-5-16);**  
 6 **or**  
 7 **(2) registered technician (as defined by IC 15-16-5-33).**

8           **Sec. 7. As used in this chapter, "qualified inspector" means a:**

- 9           **(1) local health department official;**  
 10 **(2) licensed pest inspector (as defined by IC 15-16-5-18); or**  
 11 **(3) scent detection canine team that holds a current,**  
 12 **independent, third party certification under the guidelines for**  
 13 **minimum standards for canine bed bug detection team**  
 14 **certification established by the National Pest Management**  
 15 **Association or its successor organization;**

16 **who is retained by a landlord to conduct an inspection for bed**  
 17 **bugs.**

18           **Sec. 8. As used in this chapter, "tenant" means a person entitled**  
 19 **under a rental agreement to occupy a dwelling unit to the exclusion**  
 20 **of others.**

21           **Sec. 9. (a) A tenant shall promptly notify the tenant's landlord**  
 22 **by written or electronic notice when the tenant knows or**  
 23 **reasonably suspects that the tenant's dwelling unit contains bed**  
 24 **bugs. A tenant who gives a landlord electronic notice concerning**  
 25 **potential bed bugs shall send the notice only to the electronic mail**  
 26 **address, telephone number, or electronic portal specified by the**  
 27 **landlord in the rental agreement for communications. However, if**  
 28 **there is not a provision specifying communications in the rental**  
 29 **agreement, the tenant shall communicate with the landlord in a**  
 30 **manner that the landlord has previously used to communicate with**  
 31 **the tenant. The tenant shall retain sufficient proof of the delivery**  
 32 **of the electronic notice.**

33           **(b) Not more than ninety-six (96) hours after receiving notice of**  
 34 **the presence of bed bugs or the possible presence of bed bugs, a**  
 35 **landlord, after providing notice to the tenant as required under**  
 36 **section 11 of this chapter:**

- 37           **(1) shall obtain an inspection of the dwelling unit by a**  
 38 **qualified inspector; and**  
 39 **(2) may enter the dwelling unit or any contiguous dwelling**  
 40 **unit for the purpose of allowing the inspection as provided in**  
 41 **section 12 of this chapter.**

42           **(c) If the inspection of a dwelling unit confirms the presence of**



1 bed bugs, the landlord shall have an inspection of all contiguous  
2 dwelling units performed as promptly as is reasonably practical.

3 **Sec. 10. (a)** If a landlord obtains an inspection for bed bugs, the  
4 landlord must provide written notice to the tenant within two (2)  
5 business days after receiving the inspection report indicating  
6 whether the dwelling unit contains bed bugs.

7 **(b)** If a qualified inspector conducting an inspection determines  
8 that neither the dwelling unit nor any contiguous dwelling unit  
9 contains bed bugs, the notice provided by the landlord under  
10 subsection (a) must inform the tenant that if the tenant remains  
11 concerned that the dwelling unit contains bed bugs, the tenant may  
12 contact the local health department to report any concerns.

13 **(c)** If a qualified inspector conducting an inspection determines  
14 that a dwelling unit or any contiguous dwelling unit contains bed  
15 bugs in any stage of the life cycle, the qualified inspector shall  
16 provide an inspection report to the landlord within twenty-four  
17 (24) hours of completing the inspection. Not more than five (5)  
18 business days after receiving an inspection report that indicates the  
19 presence of bed bugs, the landlord shall begin reasonable  
20 measures, as determined by the qualified inspector, to effectively  
21 treat the bed bug presence, including retaining the services of a  
22 pest control applicator to treat the dwelling unit and any  
23 contiguous dwelling unit.

24 **(d)** Except provided in section 12(c) of this chapter, a landlord  
25 is responsible for all costs associated with an inspection for, and  
26 treatment of, bed bugs.

27 **(e)** Nothing in this section prohibits a tenant from contacting  
28 any governmental agency at any time concerning the presence of  
29 bed bugs.

30 **Sec. 11. (a)** If a landlord, qualified inspector, or pest control  
31 applicator must enter a dwelling unit for the purpose of conducting  
32 an inspection for, or treating the presence of, bed bugs, the  
33 landlord shall provide the tenant reasonable written or electronic  
34 notice of the fact at least forty-eight (48) hours before the landlord,  
35 qualified inspector, or pest control applicator attempts to enter the  
36 dwelling unit, unless a rental agreement provides for a different  
37 minimum time for the notice. A tenant who receives the notice may  
38 not unreasonably deny the landlord, qualified inspector, or pest  
39 control applicator access to the dwelling unit.

40 **(b)** A tenant may waive the notice requirement described in  
41 subsection (a) of this section.

42 **Sec. 12. (a)** A qualified inspector who is inspecting a dwelling



1 unit for bed bugs may conduct an initial visual and manual  
2 inspection of a tenant's bedding and upholstered furniture. The  
3 qualified inspector may inspect items other than bedding and  
4 upholstered furniture when the qualified inspector determines that  
5 an inspection is necessary and reasonable.

6 (b) If a qualified inspector finds bed bugs in a dwelling unit or  
7 in any contiguous dwelling unit, the qualified inspector may have  
8 additional access to the tenant's personal belongings as the  
9 qualified inspector determines is necessary and reasonable.

10 (c) A tenant must comply with reasonable measures to permit  
11 the inspection for, and the treatment of, the presence of bed bugs  
12 as determined by the qualified inspector. The tenant is responsible  
13 for all costs associated with preparing the tenant's dwelling unit for  
14 inspection and treatment. A tenant who knowingly and  
15 unreasonably fails to comply with the inspection and treatment  
16 requirements described in this chapter is liable for the cost of any  
17 bed bug treatments of the dwelling unit and contiguous dwelling  
18 units if the need for the treatment of bed bugs arises from the  
19 tenant's noncompliance.

20 (d) If any furniture, clothing, equipment, or personal property  
21 belonging to a tenant is found to contain bed bugs, the qualified  
22 inspector shall advise the tenant that the furniture, clothing,  
23 equipment, or personal property should not be removed from the  
24 dwelling unit until a pest control applicator determines that a bed  
25 bug treatment has been completed. The tenant may not dispose of  
26 personal property that was determined to contain bed bugs in any  
27 common area where the disposal may risk the infestation of other  
28 dwelling units.

29 (e) Nothing in this section requires a landlord to provide a  
30 tenant with alternative lodging or to pay to replace a tenant's  
31 personal property.

32 (f) Nothing in this section preempts or restricts the application  
33 of any state or federal law concerning reasonable accommodations  
34 for persons with disabilities.

35 **Sec. 13. (a)** A landlord may not offer for rent a dwelling unit  
36 that the landlord knows or reasonably suspects to contain bed  
37 bugs. Upon request from a prospective tenant, a landlord shall  
38 disclose to the prospective tenant whether, to the landlord's  
39 knowledge, the dwelling unit that the landlord is offering for rent  
40 contained bed bugs within the previous eight (8) months.

41 (b) Upon request from a tenant or a prospective tenant, a  
42 landlord shall disclose the last date, if any, on which a dwelling unit



1 being rented or offered for rent was inspected for, and found to be  
2 free of, bed bugs.

3 **Sec. 14. (a) A landlord who fails to comply with this chapter is**  
4 **liable to the tenant for the tenant's actual damages.**

5 **(b) A landlord may file an action in a circuit or superior court**  
6 **in the county where the dwelling unit is located to obtain injunctive**  
7 **relief against a tenant who:**

8 **(1) refuses to provide reasonable access to a dwelling unit; or**

9 **(2) fails to comply with a reasonable request for inspection or**  
10 **treatment of a dwelling unit.**

11 **(c) If a court finds that a tenant has unreasonably failed to**  
12 **comply with any of the requirements in this chapter, the court may**  
13 **issue a temporary order to carry out the requirements in this**  
14 **chapter, including:**

15 **(1) granting the landlord access to the dwelling unit;**

16 **(2) granting the landlord the right to engage in bed bug**  
17 **inspection and treatment measures in the dwelling unit; and**

18 **(3) requiring the tenant to comply with specific bed bug**  
19 **inspection and treatment measures or assessing the tenant**  
20 **with costs and damages related to the tenant's noncompliance.**

21 **(d) A court order granting a landlord access to a dwelling unit**  
22 **must be served upon the tenant at least twenty-four (24) hours**  
23 **before a landlord, qualified inspector, or pest control applicator**  
24 **enters the dwelling unit.**

25 **(e) The remedies in this section are in addition to any other**  
26 **remedies available at law or in equity to any person.**

27 **(f) This section does not limit or restrict the authority of any**  
28 **state or local housing agency or health department.**

29 **Sec. 15. A landlord who complies with this chapter is considered**  
30 **to have satisfied the requirements of habitability of the dwelling**  
31 **with respect to matters concerning bed bugs.**

32 **Sec. 16. The state chemist may adopt rules under IC 4-22-2 to**  
33 **implement this chapter concerning the following:**

34 **(1) The inspection for beg bugs by a qualified inspector.**

35 **(2) The application of pesticides for bed bugs by a pest control**  
36 **applicator.**

