

# Bed Bugs



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## Why are they on the rise and such a problem?

- Increase in infestation at rental properties
- Increase in disputes as to where they came from and who is responsible for remediation.



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## Landlord's Responsibilities and Liabilities

- A rental unit must be fit to live in; that is, it must be habitable.
- Habitable = rental unit must be fit for occupation by human beings and must substantially comply with state and local building and health codes that materially affect tenants' health and safety.

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## Landlord's Responsibilities and Liabilities

- Before renting a rental unit to a tenant a landlord must make the unit fit to live in, or habitable.
- While the unit is being rented, the landlord must repair problems that make the rental unit unfit to live in, or uninhabitable.
- Landlord is not responsible for repairing damages that were caused by the tenant or the tenant's family, guests, or pets.

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## Landlord's Responsibilities and Liabilities

- A dwelling unit may be considered uninhabitable if it substantially lacks:
  - Clean and sanitary buildings, grounds, or appurtenances, free from debris, filth, rubbish, garbage, rodents, and vermin.
    - Civil Code Section 1941.1
    - Health & Safety Code Sections 17920.3, 17920.10

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## Potential Liabilities



- Code Enforcement
- Repair and Deduct
- Withhold Rents
- Personal Lawsuit
  - Substandard housing claims
  - Constructive eviction
  - Violation of the implied warranty of habitability



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## Risk Management



- Bed Bug Addendum
  - Outlines tenant's responsibilities
  - May make it easier to prove a tenant's liability if the tenant has not complied with their obligations
- Pre-move in and move out inspections

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## What if the Tenant refuses to cooperate with remediation efforts?

- Landlord's right of entry- Civil Code Section 1954 permits a landlord to enter a dwelling unit to make necessary or agreed repairs.
- Notice of Intent to Enter



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## What if the Tenant refuses to cooperate with remediation efforts?

- Notice to Perform Covenant/Conditions or Quit.
- Eviction
- Lawsuit for damages



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Don't let the bed bugs bite, contact the  
Law Offices of Kimball, Tirey & St. John LLP

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