Bed Bug and Cockroaches

I didn’t cause the bug infestation so the landlord must get rid of the bugs, right?

Landlords often claim that the tenant caused the bug infestation. It is likely that some tenant caused the problem. Proving who did it is often very difficult or just impossible. Landlords have a duty to maintain habitable rental units. In some circumstances a landlord can be compelled to eradicate bugs by a local health department especially where multiple adjoining rental units are infested. But if a single unit is infested and the tenant has lived there for a long time, it will be easier for the landlord to pin the blame on that tenant.

What causes bug infestations?

Bugs survive by going where there’s food. Bed bugs can hitchhike in furniture or luggage (“suit cases”). Used mattresses and couches are often infested but the bugs may be very hard to see. Bed bugs can hide in piles of clothing and can lay dormant (“unfed”) for many months. Cockroaches are attracted to uncovered food and garbage.

How can I prove I did not cause the bug infestation?

Inspect first! If you discover bugs or other pests before you move any of your possessions into the rental unit, that’s the clearest proof you did not cause the problem. Notify the landlord immediately. Statements from the last previous resident and nearby neighbors may also help. The longer a tenant lives in a place before discovering a bug infestation, the harder it is to prove that the tenant didn’t cause the problem.

What can I do when I discover an infestation before or while moving in?

If you see bugs before signing a rental agreement, do not sign the agreement even if the landlord promises to eradicate the bugs before you move in. If the landlord then refuses to hold the rental unit for you, the landlord may be doing you a favor. If you see bugs after signing a lease and as you are moving in, notify the landlord immediately and demand an on-site inspection. Take pictures. Capture sample bugs if you can. You may decide to immediately move out but giving the landlord a short opportunity to cure may be a better strategy. See our “Bad Housing” flyer. There is no guarantee that the landlord won’t pursue you for breach of the lease. And you may have to file in Small Claims Court in order to force the landlord to return your deposit and prepaid rent. **NOTE: No law requires a landlord to pay for temporary lodging while you look for another place to live.**

What if I discover a bug infestation after moving in?

Report the infestation to your landlord and to your housing authority case worker if you have a rental subsidy. Good landlords will cooperate with tenants to get rid of the problem. The tenant must help. The rental unit should be thoroughly cleaned up. Piles of possessions like clothing must be removed or appropriately stored. If spraying is scheduled, it's likely that kitchen cabinets must be emptied and furniture moved away from walls. Mattresses may need bug covers. You should read our information on Bad Housing. Consider asking the landlord for a mutual termination of the lease. You may wish to contact your local health department, too.

How do I contact my local health department?

Call 211 (statewide information & referral) or go to this website for a statewide list: http://health.utah.gov/disparities/healthcareinutah/UtahProviders/LHD.p…; Most health departments will not come to inspect your rental premises. But if other tenants near you have also called or there have been prior contacts about your rental unit, the health department may contact the landlord.

Can I be evicted for calling the health department?

No. But if you are a month-to-month tenant, you are vulnerable to a "no cause" eviction. That is, the landlord can give you a written notice telling you to leave. No reason need be given and it is often impossible to prove unlawful retaliation even if the notice comes the day after you called the health department.

Can I stop paying the rent if the landlord won't eradicate the bugs?

No. The one exception may come from giving the landlord a notice of deficient conditions under the Utah Fit Premises Act. In that notice, you could inform the landlord that if no substantial action is taken within 3 calendar days (the cure period) after the landlord receives that notice, you intend to move out within 10 days after the cure period. Depending on the circumstances even this action may not stop the landlord from pursuing you for breach of the lease.

Can the landlord charge me for bug extermination?

Generally no but some landlords ask or demand that tenants pay some or all of the extermination costs. Unless your rental agreement states otherwise, the landlord cannot pass this cost on to a tenant unless the landlord can prove the tenant caused the problem. If nearby tenants have the same problem, proving who caused the problem will be difficult. Do not sign any agreement to pay for extermination costs unless you admit causing the problem. But if one tenant has lived in the rental unit for some time and no adjoining tenants have the problem then the landlord might succeed in passing the cost on to the tenant. A landlord might make a demand for payment by giving an eviction notice: three-day pay or vacate or possibly three-day nuisance. If you get such a notice, call ULS right away.

Can I force the landlord to pay for furniture, bedding or clothing I must get rid of?

Generally no. If you can prove that the landlord knew of the bug infestation before you moved in and didn’t tell you then you may be able to recover the replacement cost of the destroyed items. However, most landlords don’t cause bug problems. A tenant who discards a bug-infested mattress must prove who caused the infestation in order to collect. This is no easier than the landlord proving which tenant caused the problem.

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