

**How can I protect myself against a landlord's claim that I'm at fault for bed bugs?** Here are some steps to take if you're concerned about being blamed for a bed bug problem:

- When signing a lease or moving in, ask if the apartment complex has had any problems with bed bugs in the past. If your landlord admits to a previous problem, note this on the inventory form your lease. If bed bugs turn up later, the inventory form can help to show that you are not at fault because the complex had bed bugs before you moved in. The website <http://www.bedbugreports.com/city/tx-austin> posts reports by tenants who have found evidence of bedbugs in their dwelling or hotel. Check to see if your apartment is listed.
- If you discover bed bugs, write a signed and *dated letter* to your landlord about the problem. Send it by certified mail, return receipt requested so that you can later prove that your landlord received it. Keep a copy of the letter for your records.
- Your landlord has about a week to remedy the problem. If you haven't heard back, call the local board of health, code inspector or a private pest control company to inspect the apartment. If the inspection confirms that bed bugs are present, send a second dated letter to the landlord demanding that the problem be addressed immediately.

**What is the effect of a bed bug addendum?** A bed bug addendum is an addition to the lease. By signing it, you are agreeing that the apartment you are renting is free of bed bugs. You are not required to sign it, but if you did, *follow the directions above and take these additional steps:*

- *Inspect the property* before or within 48 hours of moving in. Bed bugs can be difficult to find. They are no larger than an apple seed and can survive for months without feeding. They typically live in cracks and crevices, mattress seams, sheets, furniture, behind baseboards, electrical outlet plates and picture frames. The only way to be sure is to hire an exterminator to inspect your apartment.
- *Read the lease and bed bug addendum.* The lease and addendum may require you to tell your landlord if you have ever lived in a place with bed bugs. It also may require you to permit access to your apartment by pest control experts for the purpose of inspection and treatment.

Failure to comply with your lease may constitute a violation and provide a basis for terminating your lease. *Written, dated communication* with your landlord is essential to protect your rights.

**Is my landlord required to get rid of the bed bugs?** Your landlord *must* remedy the bed bug problem IF:

- You inform your landlord in of the infestation *in writing, and*
- You are not late on rent payments, *and*
- The infestation was not caused by you or your guests.

**Who pays the exterminator?** Who pays depends on whether the bed bug infestation is considered to be your fault. Your signed bed bug addendum can be used against you to show that the apartment was free of bed bugs when you moved in. If you and your landlord can't agree about who is at fault, consider sharing the cost of extermination with your landlord.

**What should I do if my landlord doesn't deal with the bed bug problem?** Your landlord usually has around 7 days from receiving your written notice to deal with the infestation. If the landlord fails to act, you can sue in justice court for a court order forcing your landlord to hire a licensed exterminator, pay you back for expenses, and offset or refund your rent for the time you had to live with bed bugs.

**What if my landlord retaliates against me for complaining?** It is illegal for a landlord to retaliate against a tenant for complaining about a condition on the property that affects the health or safety of its occupants, or for contacting a government or nonprofit agency about the problem. If the landlord takes action against you (for example, terminating your lease) within 6 months of your written complaint, the landlord is presumed to have improperly retaliated against you.