

HEALTHY HOUSING & FAIR HOUSING

Information for Landlords and Tenants on Mold and Bed bugs

Introduction

A landlord has a duty to maintain a habitable premises. A rental unit with mold growth or a bed bug infestation may be uninhabitable, therefore triggering the landlord's duty to make repairs under Idaho Code § 6-320. Mold, bed bugs, and other issues that impact a tenant's health, may also implicate the Fair Housing Act. This section will discuss healthy housing in general as well as issues particular to the problems of mold and bed bugs.

Healthy Housing

Mold

The presence of mold can make a unit uninhabitable and can pose a health and safety risk to anyone residing in the unit. Therefore, under I.C. § 6-320(a)(5), a landlord must take steps to remove mold within three (3) days. A tenant's first step should be to notify the landlord of the mold, in writing, and request that the condition be repaired. If the landlord fails to make the repair within three days, the tenant would have standing to bring a suit against the landlord for damages and specific performance (an order from a judge to fix the problem). If mold is additionally exacerbating or causing a health condition that would fall within the definition of "handicap" under the Fair Housing Act, then a tenant could also file with the landlord a Reasonable Accommodation request with the landlord requesting to have the mold condition abated or a Reasonable Modification request, for example for installation of a fan or exhaust system, if an area has a recurring mold problem.

A common question regarding mold repairs is: "who is responsible for the cost of the mold removal?" Generally speaking, a landlord is responsible for paying for those repairs resulting from normal wear and tear or resulting from the landlord's failure to maintain the premises. A tenant, on the other hand, is responsible for the costs of repairs resulting from damage caused by the tenant. In the case of mold, a landlord would be required to pay for mold removal where the mold was caused by a landlord's failure to repair leaking pipes, windows, or roofs. A tenant would be responsible for mold removal that was caused by creating high humidity in the unit without ventilation or mold that resulted from lack of cleanliness in the unit. In reporting mold to your landlord, it will be important to take photographs, speak to other tenants, and take other steps that could help a judge determine what may have caused the mold.

Tips for Tenants:

- Do a thorough inspection of the unit prior to signing the lease, keeping an eye out for any mold problems
- Keep the unit ventilated
- Clean vulnerable areas – such as bathrooms, windowsills, etc – with a solution that will discourage the growth of mold.

- Immediately report signs of mold, or conditions that cause mold (such as a leak), to your landlord and, in writing, request that the condition be repaired within 3 days. (See I.C. § 6-320(d))

Bed bugs

A bed bug infestation can make a unit uninhabitable and can pose a hazard to tenants' health and safety. Therefore, a landlord is required promptly treat a unit infested with bed bugs, at least within three days of receiving notice from a tenant, pursuant to I.C. § 6-320(a)(5). If a landlord fails to remedy the bed bug infestation within three days, then a tenant may bring a suit against the landlord for damages and specific performance (an order from the judge to fix the problem).

Landlords and tenants often get into disputes about who is responsible for the costs of bed bug removal. Generally speaking, landlords are responsible for any costs due to normal wear and tear or lack of maintenance of the property; whereas tenants are responsible for damages resulting from their actions or negligence. In the case of bed bugs, a tenant is only liable for removal costs where a landlord can prove that the tenant in question was the source of the infestation.

Tips for Tenants:

- Know the signs of bed bugs: dark brown spots on mattresses, box springs, bed frames, headboards, or couches; rust-colored smears on bed sheets or mattresses; itchy red welts
- If you suspect bed bugs, first talk to your neighbors to find out if they have bed bugs as well. If they do, then you should notify your landlord immediately, in writing, of the infestation, preferably as a group.
- If no one else has bed bugs, you should notify the landlord immediately, in writing of the problem. It may be a good idea to document where you noted signs of infestation to help determine where it originated.
- If bed bugs are in a unit when you move in and the landlord refuses to treat for the bed bugs, then you may have the right to break your lease.
- Bed bug removal requires tenants to make preparations of the unit prior to professional treatment. If you have a disability that would make it difficult for you to make these preparations, you have the right to submit a Reasonable Accommodation request to get assistance or more time in order to do these preparations.

Summary of Idaho's "Repair" Statute

The following repairs are required under Idaho Code § 6-320:

- Waterproofing and weather protection
- Electrical
- Plumbing

- Heating
- Ventilating
- Cooling
- Sanitary facilities
- Health and Safety hazards
- Failure to install smoke detectors

A landlord must make the requested repair within three days of receiving notice from the tenant. If, within three days after service of the notice, any listed failure or breach has not been performed or cured by the landlord, the tenant may sue for damages and specific performance.