

Mind Your Business – Tia’s Tips for Better Rental Management

By Tia Politi

Bedbugs, Spiders, and Bats, Oh My!

Pest control in rental properties: Who’s responsible?

ORS 90.320 clearly requires landlords to turn over a rental property free of pests at the beginning of tenancy but provides little guidance for responsibility for pest control during the tenancy. So, who is responsible when pests invade a rental property? As usual, it depends. The law of damages implies that if a problem was fully or partly caused by the negligence or direct actions of one party or the other, that party is fully or partly responsible for the resulting damage (**ORS 90.125**). It’s important at the time of move in to use our ***Pest Agreement – ORHA form #M12***, which lists actions the tenant should take to minimize the possibility of an infestation.

Except the requirement for landlords to turn over a unit pest free, there are few clear-cut guidelines, and the following information is simply my opinion based on experience. Determining financial or personal responsibility in any situation requires a bit of reasoning, thought and investigation, relying on the Reasonable Person Standard. The standard denotes a hypothetical person in society who exercises average care, skill, and judgment in conduct and who serves as a comparative standard for determining liability.

Pests are everywhere. Some are just minor nuisances like flies and mosquitos; others cause property damage, such as raccoons, or wood-eating insects like termites and carpenter ants. The worst are deadly, such as brown recluse spiders, or for people with severe allergies: bees, wasps, and yellow jackets. Pests include insects and spiders, rodents and mammals, feral cats, and even snakes.

Some pests, like ants or spiders, don’t need an invitation, they are able to squeeze through the tiniest of openings, and while they can be attracted to some substance on or in a property, it can be difficult to draw a direct correlation between tenant behavior and infestation. Other pests like bedbugs or cockroaches are hitchhikers and only come along for the ride, pretty much guaranteeing that the tenant or a visitor caused the problem. And tenants can invite pests to the property by purposeful or negligent behavior, such as failing to maintain the home and grounds in a sanitary condition, keeping chickens or other livestock, keeping a compost pile, or feeding wildlife. But the final consideration is, and always should be, whether the cause of an infestation correlated to tenant behavior can be proven in a court of law by a preponderance of the evidence.

Bats – I used to live in a house that had larger shingle siding and some of the openings were large enough to house bats. I love it. They eat lots of bugs and don’t bother me or my pets; however, if they managed to get into my attic space that would be a problem, and if they got inside one of my rentals it would be my responsibility to get rid of them. At one time, I was a bit of a reality-show geek, and one of the shows I used to watch was *Billy the Exterminator*. I learned some great techniques for pest removal from Billy. With bats, he would find out where they were getting in and out, seal up all but one entry point, then during daylight hours tack a long, lightweight piece of weighted mesh fabric or screen above the opening. At night when the bats left to feed, they were able to push aside the screen to get out, but were unable to get back in. He would then seal up the entry point and get to work cleaning up the nesting area. While researching bedbugs, I learned about bat bugs which are very similar and can cause similar problems, so it is best to bat-proof your rentals.

Bedbugs – The consensus is that bedbugs are hitchhikers and can be considered a tenant-caused problem. In multifamily units, though, bedbugs have been known to migrate from one unit to another through electrical outlets and other openings. That can make it difficult to clearly identify a culprit. There are specially trained bedbug detection dogs that may be able to determine ground zero for the source of the infestation, but if there is no clear source, the landlord may

have to provide treatment at their own expense. If it can be proven with certainty that a tenant caused an infestation, they are financially responsible to pay for eradication, but it can be difficult to prove that a house or unit was bedbug-free on move in, so some landlords are taking the extra step of hiring bedbug detection dogs to certify their units clear, providing concrete evidence that a tenant is responsible for the problem if a dispute arises.

If caught early, bedbug eradication is relatively easy; if allowed to develop into a large infestation, eradication could take weeks or months. Inspecting for bedbugs is extremely invasive, and eradication requires a substantial investment of time and effort by the resident. If you have a confirmed bedbug problem in a unit, I advise you to treat first and point fingers later. Treatment is quite costly, but only becomes more so the longer an infestation goes on. While a landlord may or may not be able to pass on the costs of treatment depending on the circumstances, first get the problem under control yourself. I would not let tenants take charge of this process, as they may be mostly concerned about cost and may try things that are dangerous or ineffective, exacerbating the problem, or endangering their health.

One landlord I know lives in the lower half of a two-unit duplex, and his tenant above reported bedbugs. Instead of treating the problem, he told his tenant to take care of it (which he hasn't), and sprayed foam into all access points leading to his unit. So far, he has avoided getting them, but the problem is still there and growing and he will have to deal with it eventually, likely at a far higher cost.

With increased reports of bedbugs in our area, the smart landlord will do their best to educate their residents. To that end, I have created a free two-page handout **Bedbug Notice** that you may find useful to provide. The handout can be found in the Members Only section of our website (www.laneroa.com).

Bees, Hornets, Wasps, Yellow Jackets – A landlord would be hard-pressed to justify charging a tenant for removal of a ground nest of aggressive yellow jackets, a bald-faced hornet nest, or honey bees living in the walls of the unit. (Honey bees are essential for pollinating the food we all eat, so please don't kill them. There are beekeepers who can remove the hive.) Biting or stinging insect infestations become more urgent for a landlord if there are household members who are allergic to the sting or bite of these kinds of pests, and whose lives are at risk by the presence of the pests. If I ask a tenant to stand back and spray poison on such insects, I may be exposing them to risk as well, so I would likely deal with that situation at my own expense. Paper wasp nests can be easily swept or washed off the exterior of a property, so I usually ask them to remove paper wasp nests.

Cats – The feral cat population is out of control everywhere, and I have experienced issues with kind-hearted but misguided residents who feel bad for them and either feed them regularly or allow them to live under the unit by removing the foundation vents. Once under the house, the cats breed, urinate, defecate, and claw out the under-floor insulation, creating a nasty situation for the property owner. Tenants can and should be charged for the removal and repair of any damage if they allow or contribute to this problem. For some tenants, it's an ongoing issue which they can't seem to stop, and I have had to terminate the tenancies of residents who refused to modify their behavior.

I once had a tenant who lived next door to a neighbor who notoriously fed the feral cats in the neighborhood, causing problems and concerns for her health as they can transmit toxoplasmosis. The city wouldn't or couldn't do anything about it, so she had to come up with her own methods of dealing with it. Apparently, using a Super Soaker filled with ammonia is a great deterrent, but the Humane Society recommends less offensive methods such as motion-activated ultrasonic sound devices, motion activated sprinklers, or cat proof fencing such as placement of rolling bars or pokey protrusions placed on the top of the fence.

Cockroaches – If the property was cockroach-free on move in, it's likely they hitchhiked in with the tenant or one of their guests. If the property is a stand-alone single-family home, I would pass on the charge for eradication, especially if they have lived in the property for some time. In the case of a tenant who reports roaches close to moving in, it may not be so clear. In a multi-family unit, it's also much harder to say, as, like bedbugs, they can easily spread from one unit to

another, and are very difficult to completely eradicate. Some buildings have ongoing roach problems that require regular periodic treatment.

Fleas – In my experience, fleas are a tenant-caused problem obligating residents to pay for treatment, but rat fleas are a different story. If you have a property with rats, the fleas that live on the rats under the house or in the walls and ceilings can find their way inside. These are the worst fleas because they can carry bubonic plague – rare, but still present in the world. So just because your resident has fleas doesn't necessarily mean they caused the problem.

I once had a tenant call to report they were being bitten by fleas. My first thought was that they had snuck in an animal, but as it turned out rats had dug under the foundation and were living under the home, and they were the source of the fleas. They wanted out so we released them from their lease, and they found another unit. We sealed up the home and treated the fleas and were able to re-rent it, but with a filthy neighbor next door attracting the rats, we had to keep a closer eye on that unit.

I once had a tenant leave a unit with a terrible flea infestation that took almost a month to eradicate. The usual flea bomb method failed twice, and we finally had to hire a professional. The tenant's cosigner swore that her sweet boy did not have any animals and the fleas must have jumped in through the door. I spoke to other residents of the six-plex who informed me the tenant had been keeping two dogs and a cat in the unit. Mom paid.

Flies – Common house flies are not a landlord's problem. State law does not require landlords to provide window screens, but the Eugene Housing Code says you must. I do provide screens and I think you should too. Would you want to live in a home with no window screens? And sometimes flies can develop nests in the house walls resulting in an explosive infestation in late winter or early spring, which I contend is a landlord's problem to resolve.

And there are many types of flies. One of my tenants reported Drain flies in the bathroom sink drains. I had never heard of such a thing, but looked it up on the internet and guess what? There are tiny flies that live in sink drains. They are very hardy and can withstand many different types of chemicals, but in my research, I found that hydrogen peroxide down the drains periodically can eradicate them. If your residents report Drain flies, ask them to do that, and consider providing peroxide, or not.

Food pests – Food pests are a tenant-caused problem for them to resolve. If there is no accessible food, there will be no pests.

Gophers & Moles – Usually, a mole or two isn't going to cause a problem, but I once declined to take over management of a country property that had an enormous gopher problem. The colony literally had dozens of hills in an area of about a half-acre right next to the house, and the owners didn't want to do anything about it. The turned-up ground created a morass of tripping hazards creating a liability issue for all concerned. Not the tenant's problem to solve.

Mice, Voles – You can ask to have your tenants do their best to trap them or put out poison, and many landlords ask tenants to do their best to get rid of them on their own, but with my personal rentals, I don't. I just put poison under each of my rentals every year because mice and voles are ubiquitous and can literally get through a hole the size of a lag bolt. Trapping is difficult, icky, and time consuming. When my household experienced a mouse infestation many years ago, we tried trapping, but the varmints bred faster than we could trap them. Poison took less than a week and the problem was solved, but if the tenant has pets and eats a poisoned rodent, it can make them sick, so you may choose to try a different method.

Mosquitos – The best prevention technique is to remove all sources of stagnant water on the premises. Most often, I have had mosquito larvae breeding in a neglected pool or pond with no water flow. Of course, you don't want to allow

pools, but I once had a tenant with a sandbox that flooded during Spring rains and then became filled with larvae. If you discover a problem like this, a bit of bleach or dish soap poured into the stagnant water should kill the larvae.

Raccoons – Coons are wily critters with an uncanny ability to climb up overhanging tree branches and break into attic spaces. Your tenant can't control them, but they can exacerbate the problem by feeding them. I once had a tenant who loved and fed them – he felt a spiritual connection to them. The neighbors were unhappy and so was the owner. We served a notice of termination, and once the tenant was gone and stopped feeding them, the problem eventually resolved itself. If you are thinking of trapping and removing things like feral cats, raccoons or possums check city or county code as it might be against the law to trap and relocate these pesky critters unless they are inside the unit.

Rats – There is broad consensus that rats in the dwelling unit are a landlord's problem to eradicate. Rats dig under foundations and chew through floors, walls, and ceilings to gain entry, and while tenant behavior can attract them, rats don't seem to need an engraved invitation. Using poison on rats is not recommended because it can create another problem: the smell of their decomposing bodies in or under the rental unit. It's nasty, which is why exterminators generally use traps to get rid of them. Rats and chicken coops or compost piles seem to go together so don't allow these uses on your properties. I even prohibit tenants from feeding any birds on the property except hummingbirds as the seeds attract not only birds, but chipmunks, squirrels and rats as well.

Scorpions – Rare in rainy Western Oregon, scorpions have been known to establish nests in sun-drenched rock piles, but there are incidences of scorpions nesting in or under homes. This would be the landlord's responsibility to eradicate.

Skunks – These odiferous critters love to take advantage of breached foundation vents and nest in open areas under sheds and houses; they are the landlord's problem, not the tenant's. Property owners would be well-advised to make sure all areas are sealed up with wire fencing or other effective barriers to prevent entry in the first place. For skunks, or larger mammals like feral cats under the rental unit, one of my contractors has created a great method for getting them out. Purchase a live trap of the appropriate size, cut out the back non-opening end of it, and seal up all access points except for one under the affected building, then attach the open end of the trap securely to that opening. The animals will be frightened to go through it at first, but eventually will get hungry or thirsty enough to push the flap open and get out, but they won't be able to get back in. Once you're sure that every unwanted intruder is out, remove the trap and seal up the opening.

Snakes – Common Garden snakes are generally not damaging, hazardous or inclined to nest in houses, and are not something that needs to be addressed unless they do establish a nest under the house or are otherwise entering the domicile. One of our members had that problem and had to replace some siding and seal up the entry point. Rarely seen west of the Cascades, and even more rarely a problem for residents, we do have rattlesnakes in Oregon. Certainly, tenants should not be responsible to pay for the eradication of dangerous creatures from the home.

Spiders – Common household spiders or spiders in the yard generally would not be something requiring action by the landlord; however, if you discover some sort of problem with a deadly breed of spider, such as the brown recluse, I will make sure that problem gets resolved and not require the tenant to take corrective action or pay for it. We had residents years ago who wanted us to spray the yard for common spiders. We clearly felt the spiders posed no problem, and therefore was an unreasonable request. We offered to have it done if they would pay for it, but they declined.

Stink Bugs – Stink bugs are an agricultural pest that cause considerable damage to gardens, and while they are not dangerous to humans are ugly and stinky when crushed. Should those pesky bugs make their way into your home or your rental home, try to locate the opening to which they are gaining access. Typically, they will emerge from cracks around baseboards, around window and door trim and around exhaust fans or lights in the ceilings. Both live and dead bugs can be removed with the use of a vacuum cleaner. Stink bugs will begin their search for warmer homes as cool, fall weather approaches. The best way to combat the invasion of stink bugs into your home is to seal cracks around

windows, doors, siding, utility pipes, behind chimneys and so forth with a good-quality silicone or silicone-latex caulk, and repair or replace damaged screens on doors and windows.

Tiny House Ants – In my experience, most landlords have their tenants take responsibility for eradicating tiny ants. I too, was of that mindset until my home was attacked. My family and I lived in our previous home for 15 years with nary an ant problem. We had lived in our current home for 13 years when we were infested by sugar ants. Nothing had changed about the way we live that would suggest we did anything to attract them. We purchased Terro and diligently set about eradication. After about three months, just as we felt we were getting a handle on the problem, a new colony moved in, and we started the process again. This went on and on. Every time it looked like we were winning, here they would come from a totally different place – first it was the kitchen, then they attacked the dog food beside our sliding glass door, then the upstairs bathroom, then from under the fireplace, then in an upstairs bedroom. The next year, in addition to the sugar ants, a new type of tiny ant seemed to find our home suitable for residency. These new ants swarm in much greater numbers and aren't as attracted to the Terro.

We finally got rid of them but would have been better off to have hired an exterminator to begin with. If I was a tenant, I would find it ludicrous for my landlord to charge me for an exterminator when I did everything within my power to get them gone. I tell this story to point out that no matter how faithful a resident might be in trying to eradicate the little buggers on their own, it can take an unreasonable amount of time and effort. Maybe there are other products that can do the job, and I encourage landlords to share tips in the bulletin, but the bottom line is, how much effort and expense can a landlord expect a resident to exert?

Also, there are subterranean ants that can just burrow from under one house to another. At our March 2024 General Meeting, Lane ROA Secretary and licensed contractor Devin Gates said you can tell if you have subterranean ants by crushing their bodies. If they emit the odor of turpentine that's what you have, and it may be that the only effective method is regular pest treatment. Someone else at that meeting said that Advion Ant Gel is apparently a more effective remedy for ant eradication, but also more toxic than Terro.

Wood-eating insects – Residents can attract termites and carpenter ants by keeping rotting wood in the yard or against the house, so make it clear that this is a prohibited behavior. Other than that, in general, residents don't contribute to these critters, and they would be a landlord's responsibility to eradicate.

An ounce of prevention is worth a pound of cure, so here are steps you can take to help make your property less attractive to pests:

- 1) Keep grass, weeds, shrubs, trees, and tree limbs well away from the roof and siding.
- 2) Check for entry points and seal up everything you can find (spray foam is fun and there's some that is specifically designed to deter mice); larger gaps and holes can be filled with steel wool. And look for entry points within the home as well, especially under sinks where water and waste lines enter as there may be gaps around the pipes.
- 3) Make sure foundation vents are solid. Upgrade from basic screens to rigid, framed vents.
- 4) Make sure your eave vents are sturdy and will withstand a raccoon's determined efforts to enter.
- 5) Create a bug barrier to entry by treating the perimeter of the property with borax, diatomaceous earth, or insect killer once or twice a year.
- 6) Repair any wet or dry rot in the structure.
- 7) Don't permit residents to compost food waste on the property.
- 8) Don't permit residents to keep chickens.
- 9) Don't permit residents to leave food or water outside for their domesticated pets or assistance animals.
- 10) Don't permit residents to feed or water feral cats, birds, or wildlife.
- 11) Don't permit residents to pile anything against the side of the structure or keep any rotting wood on the premises.

- 12) Don't permit residents to haphazardly pile clothes or other personal items throughout the dwelling unit which can conceal a potential problem.
- 13) Require residents to store food in sealed plastic or glass containers.
- 14) Remind residents that garbage containing food scraps should be placed in tightly covered trash cans and garbage regularly removed from the home.

At what point is it wise to step in or bring in a professional? Immediately for a pest that is potentially hazardous to the health and safety of the residents, or damaging to the property; and eventually, if what the landlord or the tenant is doing isn't working. When the decision is made to hire a professional, be prepared for possible concerns from residents who may have chemical sensitivities, or fears about possible health risks of chemical pest control. Residents may also object to the idea of pests suffering from ingesting poison, or from being injured or killed by trapping. There are online websites and blogs that tout natural remedies for pest control, and there are pest control companies that specialize in humane removal and natural pest control solutions.

Residents are our customers, and as caring and intelligent business owners, we want to do our best to keep them happy, but natural methods may take longer, require more intensive involvement on the landlord or tenant's part, and cost more. It seems reasonable to charge the tenants for the higher costs incurred for a special type of removal of a particular pest if tenant objections incur higher expense for the landlord.

Responsibility for pests is sometimes clear and other times cloudy, but if there is concrete evidence that a tenant caused or contributed to a pest problem by their willful or negligent behavior, it is appropriate to charge them for remediation. And the law requires their cooperation. One of my favorite sections of landlord-tenant law is **ORS 90.325**, the Tenant Duties section, which states in part, "The tenant shall...keep all areas of the premises under control of the tenant in every part as clean, sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condition of the premises permits and to the extent that the tenant is responsible for causing the problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort to remedy the problem."

If in doubt, landlords should imagine themselves in a courtroom explaining their reasoning to a judge because that's who could be the final arbiter in case of a dispute over responsibility.

This column offers general suggestions only and is no substitute for professional legal counsel. Please consult an attorney for advice related to your specific situation.

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