

**NORTH WILKESBORO HOUSING AUTHORITY
LEASE ADDENDUM FOR BEDBUG POLICY**

This Lease Addendum ("Addendum") is made and entered into as of this ___ day of _____. 20___ by and between the North Wilkesboro Housing Authority ("Landlord") and _____, ("Tenant"). This Addendum acknowledges that both parties are aware of bedbug issues, that Tenant is aware of and understands Landlord's Bedbug Policy, and that the parties will cooperate throughout the tenancy to deal with potential and actual issues involving bedbugs.

At move-in, Landlord has inspected the unit and is aware of no bedbug infestation.

At move-in, Tenant's initials below represent Tenant's verification that all furnishings and personal properties moved or to be moved into the premises are free of bedbugs (). Tenant agrees to prevent and control possible infestations by complying strictly with Landlord's Bedbug Policy and adhering to the list of responsibilities and obligations below for the duration of the tenancy:

1. Inspection. Tenant will check for hitch-hiking bedbugs. If Tenant stays in a hotel or visits another dwelling, Tenant will inspect clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering Tenant's unit. Tenant will check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, Tenant will inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Duty to Report. Tenant shall immediately report any possible bedbug infestation to Landlord immediately. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Tenant will then provide Landlord's representative with access to Tenant's unit within 24 hours of Tenant's report so that Landlord can determine if an infestation exists.
3. Mandatory Cooperation. Tenant shall cooperate with pest control efforts. If Tenant's unit or a neighboring unit is infested, Landlord will call in its maintenance staff and/or a pest control professional to inspect and eradicate the bedbug problem.
4. Bedbug Treatment. If bedbugs are present in the dwelling unit, Tenant will fulfill the Tenant's Responsibilities set forth in Landlord's "Bedbug Policy", a copy of which is attached to this Addendum. Tenant must comply with the Bedbug Removal Action Plan applicable to the infestation, and to recommendations and requests from Landlord's maintenance staff and/or the pest control professional prior to and during treatment, including but not limited to:
 - a. Placing all bedding, drapes, curtains and small rugs in sealed plastic bags for transport to laundry or dry cleaners.
 - b. Properly disposing of heavily infested mattresses, which are not salvageable and must be sealed in plastic before removal. Tenant will notify Landlord's for removal and disposal. Tenant will empty dressers, night stands and closets, remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Tenant will bag and tightly seal washables separately from non-washable items. Tenant will dispose used plastic bags properly.
 - c. Washing all machine-washable bedding, drapes, clothing and similar items on the hottest water temperature available and drying on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who **MUST** be informed of the issue. Tenant must safely discard **ALL** items that cannot be decontaminated.
 - d. Vacuuming or mopping all floors including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding properly. Use a brush attachment to dislodge eggs.

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and Responsibilities, the applicable Action Plan or any relevant treatment directives is a violation of the lease and may result in adverse action taken against the tenant, up to and including eviction. A copy of a sample Bedbug Removal Action Plan is attached to this Bedbug Policy.

4. If a tenant's failure to comply fully with the applicable Bedbug Removal Action Plan and any relevant treatment directives of Housing Authority staff or pest control professionals is, in the judgment of the pest control professional, the sole reason for an incomplete eradication of an infestation, the tenant may, with written Housing Authority concurrence, choose to participate in the cost of additional remedial pest control activities, in lieu of adverse action by the Housing Authority.
5. Tenants will not be reimbursed the cost of any additional expense to the household, such as the purchase of new furniture, clothing or cleaning services.
6. Tenants can easily bring bedbugs onto the property unintentionally when returning from a trip or bringing property into their homes. Therefore, tenants will check their luggage and clothes whenever they return home from taking a trip and examine any secondhand items before bringing them home.
7. Sign the Lease Addendum associated with the Bedbug Policy at move-in, during re-certification or other administrative activity, or otherwise when requested by the Authority.

TENANT STATEMENT OF CERTIFICATION

I, _____, certify that I have read and understand the roles and responsibilities (NWA and tenant) as stated above and agree to perform them in order to successfully eliminate the presence of bedbugs.

Tenant Signature

Date

Tenant Signature

Date

NWA Representative

Date

NORTH WILKESBORO HOUSING AUTHORITY

BEDBUG POLICY

The North Wilkesboro Housing Authority recognizes the potential problems that can arise from infestations by bedbugs in dwelling units. Accordingly, the North Wilkesboro Housing Authority adopts this Policy in an effort to minimize and control infestations by bedbugs in its Public Housing Program dwelling units, and other Authority-owned affordable housing.

HOUSING AUTHORITY'S RESPONSIBILITIES

A. Pest Management

1. The North Wilkesboro Housing Authority will provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.
2. The North Wilkesboro Housing Authority will make efforts to educate new and existing tenants on methods that may be used to prevent and detect bedbugs. Such efforts may include written handouts distributed to all tenants at move-in and periodically thereafter, and public workshops that tenants may attend. A sample handout, Bed Bug Prevention Tips, is attached to this policy and will be available at workshops.
3. The North Wilkesboro Housing Authority will have readily available the services of a qualified pest control company so it can be summoned on an "as needed" basis if Housing Authority staff are not able to fully resolve a bedbug infestation.
4. The North Wilkesboro Housing Authority will keep written records of reports and incidents of bedbug infestation. These records shall identify the dates, times and places of each report or incident.

B. Inspections

1. If a tenant reports the existence of bedbugs in his or her unit, the North Wilkesboro Housing Authority will within 24 hours make contact with the tenant, provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before an inspection is performed.
2. Following a report of bedbugs, the North Wilkesboro Housing Authority or a qualified third party trained in bedbug detection will inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third-party professionals. Low level infestations may escape visual detection. For this reason, the inspection may involve multiple detection tools, such as monitors containing attractants and canine detection. If possible, the initial inspection will occur within three business days of the tenant report.
3. The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment if a duplex. In a multi-unit building or a building with connected units, the inspection will also cover any apartments adjacent to the possibly-infested unit, including units above, below, left and right of the primary unit.
4. If the initial inspection confirms the presence of bedbugs, the North Wilkesboro Housing Authority will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the tenant. The tenant may expect treatment to

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begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Tenants should be advised that treatment may take several weeks and possibly several applications.

5. Prior to the start of treatment, Housing Authority staff will provide the tenant with a copy of this Bedbug Policy, including the Tenant Roles and Responsibilities section and Certification found below. Housing Authority staff will review the Policy and the Tenant Responsibilities with the tenant, retain a signed original of the tenant's Certification, and provide a copy of the Certification to the tenant.
6. If an infestation is suspected but cannot be verified, the North Wilkesboro Housing Authority will re-inspect the unit(s) periodically over the next several months.
7. If the services of a licensed pest control company are unattainable within three calendar days, the North Wilkesboro Housing Authority shall retain documentation of the efforts to obtain qualified services.

C. Treatment

1. The North Wilkesboro Housing Authority will not charge a tenant for the cost of bedbug treatment; such costs shall be paid by the North Wilkesboro Housing Authority. The only exception to this rule is if material supplied to the tenant by the North Wilkesboro Housing Authority or its pest control contractor to combat bedbugs or the possibility of bedbug infestation is lost, damaged or compromised due to an action or inaction by a tenant or his or her guest.

TENANT RESPONSIBILITIES

1. Under the terms of the North Wilkesboro Housing Authority's standard lease agreement, tenants are required to "report any problem with infestation." Accordingly, tenants are strongly encouraged to report any suspected problems with bedbug infestation as soon as indicated and must in fact report any actual infestation immediately. Tenants are the first line of defense against bedbugs. Therefore, a tenant's failure, either willfully or through obvious neglect, to report a bedbug infestation may result in adverse action taken against the tenant, up to and including eviction. A tenant reporting bedbugs may expect expeditious response and attention by the North Wilkesboro Housing Authority, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule.
2. The North Wilkesboro Housing Authority regards a tenant's agreement to keep the dwelling unit in a "clean and safe condition", as set forth in Section IV.G of tenant's lease, to include every reasonable effort on tenant's part to reduce or eliminate cluttered conditions, which the Merriam-Webster Dictionary defines as a large amount items that are not arranged in a neat or orderly way, or a crowded or disordered collection of items. Since clutter is a friend of bedbugs, tenants agreed to minimize clutter in their dwelling units to the fullest extent possible...
3. Every tenant is required to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placing infested furniture or other items in common areas such as hallways. A tenant must also strictly comply with these Responsibilities and with the Bedbug Removal Action Plan applicable to the treatment of his or her dwelling unit, as specified and administered by Housing Authority staff and pest control professionals retained by the Housing Authority. Failure to comply fully with Roles and Responsibilities, the applicable Action Plan or any relevant treatment directives is a

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- e. Moving furniture toward the center of the room so that Landlord and/or the pest control professional can effectively treat corners where bedbugs congregate, as wells walls and furniture surfaces. Tenant must remove items from the closets to allow for treatment.

Landlord will not relocate a Tenant to another unit if Tenant's furniture or other personal property is infested or Landlord suspects infestation..

5. Indemnification. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorney's fees that Landlord may incur as a result of Tenant's negligence or willful acts relating to treatment of bedbug infestations

6. Property Insurance. Tenant acknowledges and agrees that Landlord shall not be liable for any loss of personal property in the dwelling unit or for loss of use of such property as a result of bedbug infestation or its treatment. Landlord advises Tenant to obtain personal property insurance (Renter's Insurance) if Tenant wishes to cover such losses.

7. Default. Any Default by Tenant of the terms and conditions contained in the Lease or this Addendum shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law, including but not limited to, terminating the Tenant's right to possession of the dwelling unit for material non-compliance of the Lease or this Addendum. Landlord will regard the following acts or omissions by Tenant as material noncompliance with the Lease and Addendum:

- a. Any misrepresentation in this Addendum.
- b. Refusal to follow strictly the applicable Bedbug Removal Action Plan
- c. Failure to promptly notify Landlord of the presence of bedbugs.
- d. Failure to prepare adequately for treatment as determined by Landlord's maintenance staff and/or the pest control professional.
- e. Refusal to allow Landlord to inspect the premises.
- f. Any action that prevents treatment of the dwelling unit or is likely to exacerbate or increase the bedbug issue.

Wherefore, the parties have entered into this Lease Addendum as of the date set forth below.

THE NORTH WILKESBORO HOUSING AUTHORITY

By:

Authorized Representative Date

Title

Tenant Date

Tenant Date

