

FISCAL YEAR 2018-2019

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (“MANAGEMENT”)

PUBLIC HOUSING PEST CONTROL LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum is incorporated into the Lease Agreement between Management and the Resident(s) listed below:

Name(s) of Resident(s) _____

Housing Development Name _____

Address of Residence _____

Unit No. _____

REPRESENTATIONS:

WHEREAS bedbugs and other pests have become a problem facing the Housing Authority and the Resident; and

WHEREAS the Housing Authority and the Resident agree that policies need to be established to control these pests; and

WHEREAS the Housing Authority and the Resident need to clearly define their roles in handling incursions by these pests.

NOW, THEREFORE, the Resident agrees to adhere to the provisions set forth below with a clear understanding of the Resident’s and Housing Authority’s responsibilities under this Lease Agreement Addendum and therefore minimizing the costs, inconveniences and misunderstandings that often result from pest infestation.

1. This Addendum hereby supplements and modifies the Public Housing Lease Agreement, and shall be incorporated as part of the Lease Agreement.
2. For purposes of this Addendum, “bedbugs” or “pests” mean any insect of the genus cimex including but not limited to cimex lectularius, and/or its eggs. “Pests” also include but is not limited to roaches, termites, and spiders.
3. California Civil Code §1954.603 requires the information below to be provided to the Resident:

Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person’s reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency at www.epa.gov and the National Pest Management Association at www.npmapestworld.org.

4. Resident agrees that he/she has read the bedbug educational materials provided by Management and states one of the following (check one box):
- Resident is not aware of any infestation of bedbugs in your current or previous apartment, home or dwelling. Resident agrees that he/she is not aware of any bedbug infestation or presence in any of his/her furniture, clothing, personal property or possessions. Resident further agrees that he/she has not been subjected to conditions in which there were any bedbug infestations or presence of bedbugs.
 - Resident agrees that if he/she previously lived anywhere that had a bedbug infestation that all of his/her personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional. Resident agrees that such items are free of further infestation. Resident previously experienced a bedbug infestation as follows:
_____.
5. If Resident fails to report any pest infestation in their unit within seven (7) calendar days of move-in, it shall be an acknowledgement by Resident that the premises are acceptable, in good condition and pest free.
6. After move-in, Management will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of the need for prompt action to avoid any further infestation, Resident shall report during business hours any actual or suspected infestation within forty-eight (48) hours of discovery to Management.
7. In the event that bedbugs or other pests are located within the unit, Management agrees that Management shall treat the premises for bedbugs or other pests in a timely manner and at their expense.
8. If a bedbug or pest control treatment is scheduled and the Resident is not prepared for treatment as delineated in bedbug or pest control instructions distributed prior to the service, the Resident will be **charged fifty (50) dollars**. Exceptions may be made due to verified Americans with Disability Act (ADA), medical or other emergency situations.

_____ Resident's Initials

9. Resident acknowledges that used or second-hand furniture is the primary method in which bedbugs are spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with bedbugs or other pests. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into their unit. Resident further agrees that Resident shall not bring into the dwelling used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.

_____ Resident's Initials

10. In the event that there is a bedbug or pest infestation in Resident's unit, Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting during business hours any suspected pest infestation to Management within forty-eight (48) hours of discovery, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required timeframe, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management.
11. Resident acknowledges that any violation of this Addendum constitutes a material violation of the Lease and is grounds for termination of the Lease by Management. Conduct that constitutes a material violation of the Lease includes failure to promptly notify Management of evidence of any pest infestation, any action that prevents treatment of the unit or potentially exasperates or increases the bedbug issue, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

12. Resident may request reasonable extermination services at any time. Upon notification from Resident, within twenty-four (24) hours of the report, Management shall provide Resident with information about control and prevention of bedbugs or pests and will discuss measures that Resident may be able to take in the unit before the inspection is performed. Management will conduct an inspection of the unit within three (3) business days if possible for bedbug infestations. If an inspection cannot be conducted within three (3) business days by trained staff or a licensed professional, Management will retain documentation of efforts made. Should a pest infestation be identified through the inspection, Management shall contact the Resident and schedule treatment within ten (10) calendar days for regular pests and five (5) calendar days for bedbugs, except for resident caused delays or lack of vendor availability. When Management requires access to a unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least forty-eight (48) hour's notice to Resident, that Management requires access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the purpose of acting on the inspection or extermination request.

13. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, are not liable to Resident for any damages caused by pests, including but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatment(s).

_____ Resident's Initials

14. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary cooperation and compliance by the Resident and Resident's guests/visitors.

15. Management agrees that it will attempt to make reasonable accommodations in the event that any Resident requests an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time the pest control is requested or when Resident receives notice that it will be provided, whichever is earlier. Management will provide the Resident with the ADA paperwork to complete and submit to Management. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be an alternative, effective means of eradication, and in those circumstances, Management may use the eradication services that are effective in dealing with the infestation.

IN WITNESS, WHEREOF, the parties have executed this Lease Addendum this _____ day of _____, 20__.

at _____

**THE HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

By: _____

_____ (Resident) _____ (Date)

_____ (Resident) _____ (Date)

Its: _____

The following adult members of the household as set forth in Section 1(B) of the Lease Agreement have reviewed and acknowledge their receipt of this Lease Agreement Addendum.

_____ (Occupant) _____ (Date)

_____ (Occupant) _____ (Date)

_____ (Occupant) _____ (Date)

_____ (Occupant) _____ (Date)

_____(Occupant) _____(Date)

_____(Occupant) _____(Date)

I (we) have been provided a copy of the lease in traditional Chinese.

我已收到一份中文版的租約。

Initial(s) _____

I (we) have been provided a copy of this Lease in Russian.

Я получил копию арендного договора на русском языке.

Initial(s) _____

I (we) have been provided a copy of this Lease in Spanish.

Se me ha proporcionado una copia del contrato de arrendamiento en español.

Initial(s) _____