

Federal Legislation, New Law Pesticide Informed Consent and Right To Know Act

Proposed Federal Legislative Initiative

I am requesting new federal legislation establishing a **Pesticide Informed Consent and Right To Know Act**. Before pesticides are applied in, on, or around rental housing, tenants should receive complete written information regarding the proposed pesticide application and provide signed, written informed consent before the application occurs.

Americans should have the right to know what chemicals are being applied where they live. A tenant should not learn after an application has occurred that a pesticide was sprayed around their home, yard, windows, doors, belongings, children, animals, or other areas of everyday life. Information should be provided before exposure occurs so that individuals have a meaningful opportunity to make an informed decision.

Written Informed Consent

Except for a narrowly defined emergency established by law, no landlord, property manager, pesticide company, pesticide applicator, contractor, or other person should authorize or perform a pesticide application in, on, or around a tenant's dwelling or tenant controlled property without first obtaining the tenant's voluntary, signed, written informed consent.

General language contained within a lease should not constitute informed consent for future pesticide applications. Consent should identify the specific pesticide, proposed location, application method, purpose, and proposed treatment date. Each new application should require disclosure and signed written consent, and material changes to a proposed treatment should require renewed consent.

Consent should never be obtained through coercion, retaliation, misrepresentation, or threats concerning housing. A tenant's decision not to authorize pesticide treatment should not itself constitute a lease violation. Written consent should represent an actual informed decision rather than a general authorization buried within a rental agreement.

Mandatory Disclosure Before Consent

Before requesting a tenant's signature, the landlord, property manager, pesticide company, or applicator should be required to provide complete written information concerning the proposed treatment. This information should be presented clearly enough for an ordinary resident to understand what will be applied and where the application will occur.

Required information should include the pesticide name and brand name, active ingredients and concentrations, EPA registration number, pesticide company name and contact information, applicator information and license or certification number, proposed date and approximate time of treatment, exact treatment location, method of application, amount or concentration expected to be applied, purpose of treatment, and the pest being targeted.

The disclosure should also include health warnings, known and identified health risks, history of reported or studied health risks, exposure precautions, first aid information, environmental hazards, applicable reentry information, and available nonchemical or lower exposure alternatives. Tenants should receive a copy of, or direct access to, the complete current EPA approved pesticide label and Safety Data Sheet when available.

The disclosure should identify authoritative information concerning potential risks to children, pregnant persons, older adults, animals, and other potentially susceptible occupants when such risks have been identified. Where scientific evidence concerning a particular risk remains limited, developing, uncertain, or disputed, that distinction should be communicated accurately rather than omitted.

Pesticides as a Last Resort and Least Exposure Requirement

Pesticide spraying in and around residential property should be used only as a last resort when reasonable lower exposure methods have first been considered and, where appropriate, attempted. Federal law should require landlords, property managers, and pest management companies to use an approach that prioritizes prevention and the least reasonably necessary human and animal exposure before resorting to broadcast, perimeter, surface, mist, fog, or similar pesticide applications.

Before a pesticide is sprayed, reasonable alternatives should first be considered and used when appropriate for the particular pest problem. These methods may include sanitation, removal of food or water sources, sealing cracks and entry points, repairing structural conditions, screens, traps, monitoring devices, physical barriers, exclusion methods, targeted bait stations, gels, enclosed pesticide baits, and other targeted pest control methods designed to reduce unnecessary pesticide exposure to residents, children, animals, wildlife, and the surrounding environment.

Where a pesticide product remains necessary, the least exposure method reasonably capable of addressing the identified pest problem should be selected first. Targeted baits, enclosed bait stations, crack and crevice applications, or other localized methods should be considered before widespread spraying when they are appropriate and permitted for the particular pest and location. The existence of a pesticide service contract or routine treatment schedule should not, by itself, establish that spraying is necessary.

Before requesting tenant consent for spraying, the landlord or pesticide company should provide a written record identifying the pest problem, the lower exposure methods considered, the methods already attempted, the results of those efforts, and the reason pesticide spraying is now considered necessary. The tenant should also be informed of reasonable alternative products or application methods that remain available.

Routine or preventative spraying should not replace an individualized determination that treatment is reasonably necessary. Pest management should begin with prevention, exclusion, monitoring, and targeted treatment, with broader pesticide application reserved for circumstances in which less exposing measures are inadequate or inappropriate.

Tenant Presence and Property Access

No pesticide company, applicator, landlord, property manager, contractor, or other person should enter a tenant's private yard, patio, enclosed outdoor area, dwelling, or other tenant controlled residential area for the purpose of pesticide application unless the tenant has received advance notice, provided written informed consent, and is present at the premises.

Tenants should receive a specific appointment or reasonable treatment window. They should have an opportunity to identify areas that may and may not be treated, ask questions before treatment begins, confirm the pesticide being used, and confirm that the proposed application corresponds with the treatment for which consent was provided.

An unlocked or accessible gate, yard, patio, dwelling, or other tenant controlled area should never constitute consent to pesticide treatment or entry for that purpose. Authorization from a landlord or property manager should not replace the tenant's written informed consent where treatment will occur within an area under the tenant's possession or control.

Right to Leave and Exposure Notification

Before treatment, tenants should receive clear written notification that they have the option to leave the premises before and during pesticide application. Where the pesticide label or authoritative health and safety guidance recommends leaving, avoiding the treated area, ventilating the property, or remaining away for a specified period, those recommendations must be clearly communicated before consent is obtained.

The notification should provide applicable reentry periods, ventilation instructions, precautions involving children and animals, and other exposure avoidance measures contained within applicable safety information. A pesticide company or landlord should not represent that remaining at the property presents no concern when controlling pesticide labeling or authoritative safety information recommends avoidance or restricted entry.

Tenants should receive sufficient advance notice to make arrangements for themselves, their families, animals, food, medications, belongings, and other sensitive property before treatment occurs. The purpose of advance notification should be to provide a genuine opportunity to make preparations rather than merely notifying someone immediately before an application begins.

Right to Refuse

Tenants should have the legal right to refuse pesticide treatment covered by this Act without retaliation, eviction, additional rent, discriminatory treatment, loss of services, harassment, or other penalties solely because they exercised their right to refuse.

When a tenant refuses a pesticide application, reasonable efforts should be made to provide appropriate alternatives. These may include exclusion, sanitation, traps, bait systems, mechanical controls, repairs, sealing entry points, or other nonchemical or lower exposure pest management methods.

A tenant's refusal of one pesticide should not automatically constitute refusal of all pest management. Residents should have the opportunity to discuss alternative products and treatment methods and separately consent to an alternative they consider acceptable.

Prohibition on Deliberate Human Exposure and Chemical Weaponization

No pesticide company, applicator, contractor, landlord, property manager, government contractor, or other person engaged in pesticide application shall intentionally direct, discharge, spray, mist, fog, or otherwise apply a pesticide onto any resident, pedestrian, motorist, cyclist, worker, child, or other individual.

No pesticide shall be intentionally sprayed onto occupied vehicles or directed into active pedestrian or vehicular traffic. Applications near roadways, sidewalks, residential entrances, parking areas, schools, parks, businesses, trails, or other locations where people may reasonably be present must be conducted in a manner designed to prevent direct application to individuals and occupied vehicles.

No person may knowingly use a pesticide application as a means of intentionally exposing, intimidating, harming, incapacitating, or targeting another person. The deliberate use of pesticides against human beings should be treated separately from legitimate pest management and investigated under all applicable federal and state laws.

Nothing within this Act should limit or preempt the application of federal or state criminal law when a pesticide or other chemical is intentionally used as a weapon against another person. Nothing within this Act should prevent law enforcement from investigating whether deliberate chemical exposure constitutes assault, poisoning, reckless endangerment, or another offense under applicable law.

Consideration of Federal Prohibition and Internationally Restricted Pesticides

I am also urging Congress and the Environmental Protection Agency to consider the total prohibition of pesticides and pesticide active ingredients that have already been banned, prohibited, or substantially restricted in other countries, including a federal review of products such as Termidor and Permethrin 4-4 and their respective active ingredients. Where another nation has determined that a pesticide presents an unacceptable risk to human health, animals, or the environment, that regulatory decision should trigger an immediate federal safety review in the United States.

This review should examine why the pesticide was banned or restricted elsewhere, the scientific evidence supporting that decision, known and suspected effects of acute and repeated exposure, environmental persistence, movement through soil and air, potential migration into occupied structures, effects upon animals and wildlife, and whether safer alternatives are available. American residents should receive the benefit of this information before continued residential use of the chemical is permitted.

I am particularly urging additional federal investigation into claims concerning the environmental behavior of these pesticides after residential application. Manufacturers and applicators should be required to substantiate representations that a pesticide remains confined to the intended treatment area. Federal research should examine whether particular pesticide formulations, their active ingredients, solvents, carriers, breakdown products, or vapors can migrate from treated soil or exterior surfaces into indoor living spaces under reasonably foreseeable environmental and building conditions.

This investigation should specifically examine volatilization and vapor movement, movement through cracks and openings, penetration or migration through building materials, contamination of porous materials, indoor air concentrations following exterior applications, and the potential for repeated or prolonged exposure after the initial application. Where a pesticide or its components can migrate beyond the intended treatment area, residents should be clearly informed of that possibility before consent is requested.

The potential financial consequences of residential pesticide contamination should also be investigated. If pesticide residues or vapors can contaminate clothing, furniture, bedding, carpeting, personal property, or other porous materials under foreseeable conditions, residents may face substantial expenses involving cleaning, replacement of property, temporary accommodations, relocation, medical evaluation, and loss of use of their homes. These potential consequences belong within the federal assessment of a pesticide's actual residential risks.

Where adequate evidence does not exist to determine whether a pesticide remains confined to its intended application area or whether exterior treatment can result in meaningful indoor exposure, that absence of evidence should not be represented to consumers as proof that migration cannot occur. Additional independent research should be required when necessary to answer these questions.

Congress should consider establishing a federal review mechanism under which pesticides banned or substantially restricted by comparable foreign regulatory authorities are automatically referred to the EPA for reassessment. Where the available evidence demonstrates an unreasonable risk that cannot adequately be controlled through restrictions, disclosure, informed consent, or less hazardous application methods, I urge consideration of a complete prohibition on residential use or, where warranted by the evidence, a complete federal ban.

American Pesticide Use and Residential Exposure

The scale of pesticide use in the United States makes informed consent especially important. EPA information reports that approximately **75 percent of U.S. households used at least one pesticide product indoors during a year**. This category includes insecticides and disinfectants and is therefore broader than professional structural pest control.

An older EPA national survey found that approximately **19.6 percent of households hired a commercial service specifically for fleas, roaches, or ants**. Additional households used lawn care companies or personally applied pesticide products. These figures demonstrate how routinely pesticide products can become part of the residential environment.

Pesticide use nationwide is extensive. The EPA has historically estimated total U.S. pesticide use at **more than 1.1 billion pounds annually**. Newer international data report approximately **429,500 metric tons, or approximately 947 million pounds, of agricultural pesticide use alone in the United States in 2023**.

The newer agricultural figure does not represent all residential, structural, commercial, or other nonagricultural pesticide applications. Agricultural pesticide statistics should therefore be distinguished from pesticides applied in and around American homes. A complete understanding of national exposure requires consideration of residential and structural pesticide applications in addition to agricultural use.

Florida and Structural Pest Management

Florida provides an important example of the scale of structural pest management. The state's year round pest pressure supports substantial residential and commercial pesticide activity. University of Florida research documents hundreds of pest control firms and extensive residential and commercial pest management activity throughout the state.

Available industry figures, however, should not automatically be interpreted as establishing the percentage of Florida residential properties receiving pesticide treatment. A comprehensive statewide residential application percentage would require an appropriate dataset specifically measuring treated residential properties.

This distinction illustrates why better pesticide application data should be available to the public. Federal policy should encourage reliable reporting that allows researchers and policymakers to distinguish agricultural applications from residential, structural, commercial, governmental, and other pesticide uses.

Cancer and Public Health

The public health implications of pesticide exposure deserve serious consideration. Individual pesticides have different toxicological profiles, and certain pesticide active ingredients have been classified by scientific or regulatory authorities as carcinogenic, probably carcinogenic, possibly carcinogenic, neurotoxic, or otherwise hazardous under particular exposure conditions.

Health risks can depend upon the particular chemical, concentration, method of application, duration and route of exposure, and circumstances of the person exposed. These differences make disclosure of the specific pesticide essential. Residents cannot meaningfully evaluate a proposed treatment when they do not know which chemical will be used.

Research supporting this proposal has also reported that the **American cancer rate is 86 percent higher than the rest of the world and that America places third in the world by cancer death rates**. These particular international cancer comparisons should be verified against the applicable international dataset, year, and method of calculation before incorporation as formal congressional findings.

Recordkeeping and Right to Information

Landlords and pesticide companies should be required to maintain records documenting pesticide disclosures, tenant consent, products used, quantities applied, locations treated, application dates and times, and the identity of the applicator. These records should be retained for a federally established period.

Tenants should be entitled to copies of records concerning pesticide applications affecting their residences without charge. Records should be made available promptly rather than requiring residents to undertake lengthy disputes simply to determine what chemicals were applied around their homes.

Federal regulators should also consider establishing a standardized pesticide application disclosure form. A uniform national form could provide tenants, landlords, applicators, physicians, regulators, and researchers with consistent information concerning residential pesticide applications.

Enforcement and Accountability

Performing a covered pesticide application without the required informed consent should constitute a violation of federal law. Entering a tenant controlled area for pesticide treatment without required authorization, falsifying

consent, intentionally withholding required safety information, deliberately spraying an individual or occupied vehicle, or retaliating against a tenant for exercising rights established by this Act should also be subject to meaningful enforcement.

Federal legislation should provide appropriate administrative and civil penalties and establish procedures for reporting suspected violations. Serious or intentional conduct should remain subject to any additional criminal laws that independently apply to the circumstances.

A tenant who reports a suspected violation or participates in an investigation should be protected against retaliation. Effective informed consent requires not only a right on paper but also the ability to exercise that right without fear of losing one's housing.

National Minimum Protection

Federal law should establish these protections as a national minimum while permitting states to enact stronger pesticide disclosure, notification, consent, access, and exposure protections. The federal legislation should establish a floor rather than a ceiling for public protection.

Americans should not lose meaningful control over chemical applications around their homes simply because they rent rather than own their property. The decision to introduce a pesticide into a person's immediate residential environment should involve the person who actually lives there.

Information first. Written consent second. Prevention and least exposure methods first. Spraying only as a last resort. Tenant present for authorized access. Notice and opportunity to leave. No deliberate spraying of people or occupied traffic. Pesticide application only after informed consent has been obtained. Proposing total ban.

Union of Saints

Proposed Federal Legislative Initiative

Pesticide Informed Consent and Right To Know Act

Pesticide Informed Consent and Residential Environmental Protection Agreement

Proposed Lease Addendum and Agreement Between Tenant and Landlord

This Pesticide Informed Consent and Residential Environmental Protection Agreement is voluntarily offered by the Tenant to the Landlord or Property Manager as an addendum to the parties' residential lease.

Property Address

Tenant

Landlord / Property Owner / Property Manager

Original Lease Date

Effective Date of This Agreement

Purpose of Agreement

The purpose of this Agreement is to establish clear requirements concerning pesticides, insecticides, termiticides, herbicides, fungicides, fumigants, pest control chemicals, and related chemical treatments used in, on, immediately around, or within Tenant controlled portions of the residential property.

The parties agree that communication, prevention, informed consent, and methods designed to minimize human and animal exposure shall be prioritized when addressing pest management at the Property.

Upon execution by both parties, this Agreement shall become an addendum to the residential lease and shall remain effective throughout the Tenant's occupancy unless modified through a subsequent written agreement signed by both parties.

1. Written Informed Consent Required

Landlord agrees that no covered pesticide shall be sprayed, fogged, misted, broadcast, injected, dispersed, or otherwise applied within the dwelling or within Tenant controlled yards, patios, balconies, enclosed outdoor areas, or other portions of the Property under Tenant's exclusive possession without Tenant's prior written informed consent.

Tenant's consent must be obtained before the application occurs.

General pesticide language contained within the underlying lease shall not constitute Tenant's consent to a particular pesticide application under this Agreement.

Each proposed application requiring consent shall be separately disclosed and authorized.

Tenant's authorization of one pesticide application shall not constitute authorization of subsequent applications.

2. Required Information Before Consent

Before requesting Tenant's consent, Landlord or the pesticide company shall provide Tenant with written information identifying the proposed treatment.

The information shall include, when applicable, the pesticide's brand or trade name, active ingredient or ingredients, EPA registration number, pesticide company name and contact information, applicator name and license or certification information, proposed date and approximate time of application, treatment location, application method, intended concentration or amount, and pest being treated.

Tenant shall also receive applicable health warnings, exposure precautions, first aid information, environmental warnings, reentry instructions, and information concerning reasonably available alternative treatment methods.

Tenant shall be provided with a copy of or access to the applicable pesticide label and Safety Data Sheet when available.

3. Prevention and Least Exposure Methods First

Landlord agrees that pesticide spraying shall be treated as a last resort within areas covered by this Agreement when reasonable lower exposure pest management methods are appropriate and available.

Before resorting to spraying, reasonable efforts shall be made to address the pest condition through appropriate prevention and targeted control methods. Depending upon the particular pest problem, these methods may include sanitation, sealing entry points, structural repairs, screens, exclusion, traps, monitoring devices, physical barriers, gels, targeted bait stations, enclosed pesticide baits, and other localized treatments designed to reduce unnecessary exposure to humans and animals.

Where pesticide treatment remains reasonably necessary, the least exposure method reasonably capable of addressing the identified pest problem shall be considered first. Targeted bait stations, enclosed baits, gels, crack and crevice applications, or other localized methods shall be considered before widespread spraying when those methods are appropriate and lawful for the particular pest.

Routine scheduling or the existence of a pest control service contract shall not, standing alone, constitute Tenant's consent to pesticide spraying.

4. Tenant Presence Required for Entry

No pesticide company, applicator, contractor, Landlord, Property Manager, or person acting on their behalf shall enter Tenant's dwelling, private yard, patio, enclosed outdoor area, or other Tenant controlled area for pesticide treatment unless Tenant has received advance notice and authorized the entry.

For a pesticide application requiring consent under this Agreement, Tenant shall be present at the premises at the agreed time of treatment unless Tenant expressly agrees otherwise in writing.

An unlocked door, gate, patio, yard, or other accessible portion of the premises shall not constitute authorization to enter for pesticide treatment.

Tenant shall receive a specific appointment or reasonable treatment window and shall have an opportunity to speak with the applicator before treatment begins.

5. Right to Leave Before Treatment

Before an authorized pesticide treatment occurs, Tenant shall be informed in writing of applicable recommendations concerning leaving or avoiding the treatment area.

Where the pesticide label or authoritative safety instructions recommend that occupants leave, avoid the treatment area, ventilate the premises, or remain away for a specified period, Landlord or the applicator shall provide those instructions to Tenant before the application begins.

Tenant shall receive sufficient advance notice to make reasonable arrangements for household members, animals, food, medications, belongings, and other sensitive property.

6. Right to Refuse Pesticide Treatment

Tenant retains the right to decline a proposed pesticide treatment covered by this Agreement.

Tenant's refusal of a particular pesticide shall not constitute refusal of all pest management. The parties may consider an alternative pesticide, bait, trap, exclusion method, mechanical control, repair, or other appropriate treatment separately.

Landlord agrees not to retaliate against Tenant solely because Tenant exercised a right provided by this Agreement.

7. No Direct Spraying of Persons or Occupied Vehicles

No pesticide application authorized in connection with the Property shall intentionally be directed, sprayed, misted, fogged, or otherwise discharged onto Tenant, another resident, guest, worker, pedestrian, cyclist, motorist, child, animal, or other person.

Pesticides shall not intentionally be directed onto occupied vehicles or into active pedestrian or vehicular traffic in connection with treatment of the Property.

Pesticide applications shall be performed in accordance with applicable pesticide labeling and law and in a manner intended to prevent direct application to persons and occupied vehicles.

Nothing in this Agreement authorizes the use of any pesticide or chemical as a means of intentionally harming, intimidating, incapacitating, or targeting another person.

8. Animals and Wildlife

Reasonable precautions shall be taken to minimize unnecessary pesticide exposure to Tenant's animals and other animals reasonably expected to be present within Tenant controlled areas.

Tenant shall be informed of applicable precautions concerning animals before an authorized application.

Where an alternative treatment method can reasonably address the pest condition while materially reducing exposure to household animals, that method shall be considered before widespread spraying.

9. Restricted or Higher Concern Pesticides

Tenant may specifically decline particular pesticides or pesticide active ingredients.

The following products or active ingredients shall not be applied within areas covered by this Agreement without separate, express written authorization from Tenant:

Tenant may identify products such as Termidor, Permasease 4-4, or their applicable active ingredients within this section if Tenant wishes to prohibit their use without separate written authorization.

Nothing in this section represents an agreement by either party concerning the scientific or regulatory classification of a particular pesticide. Its purpose is to document the Tenant's contractual restrictions concerning products the Tenant does not authorize.

10. Exterior Applications and Migration Concerns

Landlord and any applicator shall accurately disclose the intended location of treatment and applicable label information concerning environmental movement, ventilation, reentry, drift, or other exposure precautions.

No representation shall be made to Tenant concerning whether a pesticide can or cannot migrate through air, soil, cracks, openings, building materials, or other pathways unless that representation is supported by applicable product information or other reliable authority.

If Tenant reasonably believes that a proposed exterior application may affect Tenant controlled living areas, Tenant may request additional information concerning the proposed treatment before deciding whether to consent.

11. Application Records

For every pesticide application covered by this Agreement, Tenant may request a written treatment record identifying the pesticide used, application date, treatment location, pesticide company, and applicator.

Where available, the record should also identify the quantity or concentration applied and EPA registration information.

Copies of consent forms and disclosures provided pursuant to this Agreement shall be retained by the parties with their lease records.

12. Emergency Exception

Nothing within this Agreement shall require either party to violate applicable federal, state, or local law or a lawful governmental order.

If an immediate pesticide treatment is claimed to be legally required and circumstances do not permit the ordinary consent procedure established by this Agreement, Landlord shall provide Tenant with as much advance notice as reasonably practicable and documentation identifying the reason for the treatment.

Where legally permissible, Tenant shall still be offered reasonable lower exposure alternatives.

13. Applicators and Contractors

Landlord agrees to communicate the applicable requirements of this Agreement to pesticide companies or contractors hired to perform treatment within areas covered by this Agreement.

Landlord shall not knowingly authorize a contractor to perform an application that Landlord has agreed not to authorize under this Agreement.

Tenant may provide a copy of this Agreement to an applicator before treatment.

14. No Waiver

A decision by Tenant to approve one treatment shall not waive Tenant's rights concerning another treatment.

A decision by either party not to enforce a provision on one occasion shall not automatically constitute a permanent waiver of that provision.

Any permanent modification of this Agreement should be made in writing and signed by both parties.

15. Relationship to Applicable Law and Lease

This Agreement supplements the residential lease between the parties.

Nothing within this Agreement is intended to waive a right or obligation that cannot legally be waived under applicable federal, state, or local law.

If a provision of this Agreement conflicts with a mandatory provision of applicable law, the applicable law shall control to the extent of the conflict, while the remaining provisions of this Agreement shall remain in effect to the extent permitted by law.

16. Entire Pesticide Agreement

This document reflects the parties' written agreement concerning pesticide notification, consent, and treatment within the areas covered by this Agreement.

Any amendment to these pesticide provisions shall be made in writing and signed by both Tenant and Landlord.

By signing below, each party acknowledges that they have read this Agreement and voluntarily agree to its terms.

Tenant

Printed Name

Signature

Date

Landlord / Property Owner / Authorized Property Manager

Printed Name and Title

Signature

Date

Property

Property Address

Unit Number

Management Company, if applicable
