

Senate Bill 560

By: Senators Hamrick of the 30th, Mullis of the 53rd, Tolleson of the 18th, Kemp of the 46th, Thomas of the 54th and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 2 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated,
2 relating to security deposits, so as to change the provisions relating to the rights of service
3 members and their dependents to terminate a lease of premises occupied or intended to be
4 occupied for a residential, professional, business, agricultural, or similar purpose at any time
5 after the tenant's entry into military service or at any time after the date of the tenant's
6 military orders; to provide for definitions; to provide for qualifications and restrictions; to
7 provide for the rights and liabilities of service members and their dependents; to provide for
8 practices, procedures, and notices; to repeal conflicting laws; and for other purposes.

9 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

10 **SECTION 1.**

11 Article 2 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
12 security deposits, is amended by striking Code Section 44-7-37, relating to liability for rent
13 of military personnel receiving a change of duty orders, and inserting in its place the
14 following:

15 "44-7-37.

16 ~~Notwithstanding any other provision of this chapter, if a person is on active duty with the~~
17 ~~United States military and enters into a residential lease of property for occupancy by that~~
18 ~~person or that person's immediate family and subsequently receives permanent change of~~
19 ~~station orders or temporary duty orders for a period in excess of three months, any liability~~
20 ~~of the person for rent under the lease may not exceed:~~

21 ~~(1) Thirty days' rent after written notice and proof of the assignment are given to the~~
22 ~~landlord; and~~

23 ~~(2) The cost of repairing damage to the premises caused by an act or omission of the~~
24 ~~tenant.~~

25 (a) As used in this Code section, the term:

1 (1) 'Dependent' with respect to a service member means the service member's spouse,
2 child, or other individual for whom the service member provided more than one-half of
3 the individual's support for 180 days immediately preceding exercise of the service
4 member's rights under this Code section.

5 (2) 'Military service' means service by:

6 (A) A service member of the United States Army, Navy, Air Force, Marine Corps, or
7 Coast Guard who is on active duty as defined by 10 U.S.C. Section 101(d)(1) or a
8 service member of the National Guard who is called to active duty for a period of more
9 than 30 consecutive days;

10 (B) A service member who is a commissioned officer of the Public Health Service or
11 the National Oceanic and Atmospheric Administration on active service; or

12 (C) A service member who is absent from duty on account of sickness, wounds, leave,
13 or other lawful cause during any period.

14 (3) 'Service member' means a member of the United States uniformed services as defined
15 in 10 U.S.C. Section 101(a), including any service member of the United States Reserves,
16 or a citizen of the United States who is serving with the forces of a nation with which the
17 United States is allied in the prosecution of a war or military action.

18 (b) A service member who is a tenant on a lease of premises occupied or intended to be
19 occupied for a residential, professional, business, agricultural, or similar purpose may at
20 the tenant's option terminate the lease at any time after the tenant's entry into military
21 service or at any time after the date of the tenant's military orders as provided in subsection
22 (c) of this Code section.

23 (c) The service member's right to terminate the lease of such premises shall apply if:

24 (1) The lease is executed by or on behalf of a person who thereafter and during the term
25 of the lease enters military service; or

26 (2) The service member, while in military service, executes the lease and thereafter
27 receives military orders for a permanent change of station or receives military orders for
28 deployment with a military unit for a period of not less than 90 days.

29 (d) Termination of a lease by or on behalf of the service member shall also terminate the
30 lease as to any dependent of a service member who is a tenant or co-tenant on a lease.

31 (e) The service member or tenant who is eligible to terminate a lease shall deliver written
32 notice of the termination and a copy of the service member's military orders to the landlord
33 either by hand delivery, private business carrier, statutory overnight delivery, or United
34 States postal service by certified mail with return receipt requested.

35 (f) A lease which is terminated pursuant to this Code section shall terminate 30 days after
36 the date of delivery of the notice required by subsection (e) of this Code section. The
37 service member or the service member's dependents who are co-tenants shall be liable for

1 any rent, utilities, or other charges which accrue while holding possession of the leased
2 premises beyond the effective termination date of such lease. A service member or the
3 service member's dependents who are co-tenants shall remain liable for any damages
4 exceeding normal wear and tear to the leased premises.

5 (g) This Code section provides for the termination of liability of the service member or the
6 service member's dependents under a lease as to the lessor but shall not affect the service
7 member's or the service member's dependent's liability to co-tenants under any implied
8 or express agreement or which may otherwise exist at law or equity between said
9 co-tenants.

10 (h) A service member who elects to terminate a lease pursuant to this Code section shall
11 not owe the landlord lease termination, lack of notice, or early cancellation fees and shall
12 receive a refund of any security deposits as provided by this article.

13 (i) The failure to provide the landlord with a copy of the service member's military orders
14 at the time of giving a lease termination notice shall not invalidate the notice; however, the
15 service member or the service member's dependent shall provide a copy of the military
16 orders within a reasonable period of time upon request of the landlord."

17 SECTION 2.

18 All laws and parts of laws in conflict with this Act are repealed.