

House Bill 611

By: Representatives Gardner of the 57th, Oliver of the 82nd, and Thomas of the 56th

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 31 of the Official Code of Georgia Annotated, relating to health, so as to
2 require a landlord to disclose evidence of mold to a tenant; to provide for legislative findings;
3 to provide for definitions; to provide for remediation; to provide for temporary relocation;
4 to provide for related matters; to repeal conflicting laws; and for other purposes.

5 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

6 **SECTION 1.**

7 Title 31 of the Official Code of Georgia Annotated, relating to health, is amended by
8 inserting a new chapter to read as follows:

9 "CHAPTER 50

10 31-50-1.

11 The General Assembly finds and determines that there is a need to alleviate the effect of
12 mold on individuals and families living in rental properties. Mold exposure is associated
13 with pulmonary hemorrhage in infants and airflow obstruction in otherwise healthy
14 individuals, and approximately 21 percent of asthma cases are believed to be associated
15 with dampness and mold exposure in the home. Children in inadequate housing exhibit
16 physiological, developmental, and emotional challenges and studies have shown poor
17 housing quality may impact children's cognitive development and emotional stability by
18 imposing physiological stress during important developmental phases.

19 31-50-2.

20 As used in this chapter, the term:

21 (1) 'Authorized occupant' means a person entitled to occupy a dwelling unit with the
22 consent of the landlord but who has not signed a rental agreement and therefore does not
23 have the rights and obligations as a tenant under the rental agreement.

24 (2) 'Dwelling unit' means a structure or part of a structure that is used as a home,
25 residence, or sleeping place by one or more persons who maintain a household, whether
26 single family or multifamily, including, but not limited to, a manufactured home.

27 (3) 'Interior of the dwelling unit' means the inside of the dwelling unit, consisting of
28 interior walls, floors, and ceilings, that encloses the dwelling unit as a space separate
29 from the outside.

30 (4) 'Landlord' means the owner or lessor of the dwelling unit or the building of which
31 such dwelling unit is a part. 'Landlord' also includes a managing agent who fails to
32 comply with the disclosure requirements in subsection (a) of Code Section 44-7-3.

33 (5) 'Managing agent' means a person who enters into a rental agreement on behalf of an
34 owner or a landlord or both.

35 (6) 'Mold condition' means the presence of mold on the structures or elements of a
36 dwelling unit sufficient to be detected by the unaided senses or to cause health symptoms
37 in tenants or authorized occupants.

38 (7) 'Mold remediation' means remediation of that portion of the dwelling unit or premises
39 affected by mold, or any personal property of the tenant affected by mold, performed
40 consistently with guidance documents published by the Environmental Protection
41 Agency, the Department of Housing and Urban Development, the American Conference
42 of Governmental Industrial Hygienists, standard reference guides of the Institute of
43 Inspection, Cleaning and Restoration for Water Damage Restoration and Professional
44 Mold Remediation, or any protocol for mold remediation prepared by an industrial
45 hygienist consistent with such guidance documents. Such term also includes addressing
46 moisture related building deficiencies, including but not limited to discolored ceiling
47 tiles; presence of visible condensation; interior relative humidity exceeding the
48 recommended levels of 30-50 percent due to penetration of controllable sources of
49 moisture; missing, damaged, or inadequate downspouts, gutters, or ventilation systems;
50 holes or cracks in building walls; and damaged, leaking, or inadequately insulated
51 plumbing fixtures, so as to prevent the development or recurrence of mold.

52 (8) 'Move-in inspection' means a walkthrough of the property conducted by the landlord
53 and tenant to document the condition of the unit at the time of move-in.

54 (9) 'Readily accessible' means areas within the interior of the dwelling unit available for
55 observation at the time of the move-in inspection that do not require removal of materials,
56 personal property, equipment, or similar items.

57 (10) 'Tenant' means a person entitled under a rental agreement to occupy a dwelling unit
58 to the exclusion of others. 'Tenant' shall not include:

59 (A) An authorized occupant;

60 (B) A guest or invitee; or

61 (C) Any person who guarantees or cosigns the payment of the financial obligations of
62 a rental agreement but has no right to occupy a dwelling unit.

63 (11) 'Visible evidence of mold' means the existence of mold in the dwelling unit that is
64 visible to the naked eye by the landlord or tenant in areas within the interior of the
65 dwelling unit readily accessible at the time of the move-in inspection.

66 31-50-3.

67 (a) As part of the written report of a move-in inspection, the landlord shall disclose
68 whether there is any visible evidence of mold within the interior of the dwelling unit. If
69 the landlord's written disclosure states that there is no visible evidence of mold in the
70 dwelling unit, this written statement shall be deemed correct unless the tenant objects
71 thereto in writing within five days after receiving the report. If the landlord's written
72 disclosure states that there is visible evidence of mold in the dwelling unit, the tenant shall
73 have the option to terminate the tenancy and not take possession of the dwelling unit or to
74 remain in possession of the dwelling unit. If the tenant opts to take or remain in possession
75 of the dwelling unit, notwithstanding the presence of visible evidence of mold, the landlord
76 shall promptly conduct mold remediation but in no event later than five business days
77 thereafter, re-inspect the dwelling unit to confirm there is no visible evidence of mold in
78 the dwelling unit, and reflect on a new report that there is no visible evidence of mold in
79 the dwelling unit upon re-inspection.

80 (b) Where a mold condition exists in a dwelling unit, including those instances occurring
81 after a move-in inspection, the landlord shall conduct mold remediation and may require
82 the tenant to temporarily vacate the dwelling unit in order for the landlord to perform mold
83 remediation for a period not to exceed 30 days. During such period, the landlord shall
84 provide the tenant with either:

85 (1) A comparable dwelling unit, as selected by the landlord, at no expense or cost to the
86 tenant; or

87 (2) A hotel room, as selected by the landlord, at no expense or cost to the tenant.

88 The tenant shall continue to be responsible for payment of rent under the rental agreement
89 during the period of any temporary relocation. The landlord shall pay all costs of the mold
90 remediation, unless the tenant is at fault for the mold condition."

91 **SECTION 2.**

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