

House Bill 524

By: Representatives Lim of the 99th, Park of the 101st, Mainor of the 56th, and Thomas of the 65th

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 1 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated,
2 relating to landlord and tenant generally, so as to require landlords to provide residential
3 tenants with a notice of tenants' rights and responsibilities; to provide for such notice; to
4 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 Article 1 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
8 landlord and tenant generally, is amended by adding a new Code section to read as follows:

9 "44-7-25.

10 (a) Prior to the commencement of any residential rental or lease agreement, the landlord
11 shall provide each tenant with a 'Notice of Tenants' Rights and Responsibilities' as provided
12 in this Code section.

13 (b) The landlord and each tenant shall initial each page of the notice acknowledging that
14 the landlord has provided and the tenant has received and reviewed the notice.

15 (c) The notice required by this Code section shall be typed in at least 14-point type and be
16 in substantially the following form:

H. B. 524

17 **'NOTICE OF TENANTS' RIGHTS AND RESPONSIBILITIES**

18 *****This is a summary of tenants' rights and responsibilities under Georgia law. This**
19 **statement does not modify your rental or lease agreement or Georgia law. A lease**
20 **cannot give up a tenant's rights under the law. The information below is not intended**
21 **as legal advice. Tenants with questions are encouraged to contact an attorney or a**
22 **local legal aid program.*****

23 **I. TENANTS' RIGHTS**

24 **Safe Housing in Good Repair**

- 25 - Tenants have the right to live in a safe rental home in good repair.
- 26 - Right to terminate lease without penalty for any tenant experiencing domestic violence
27 seeking to move out, under certain conditions.
- 28 - Right, upon written request, to prompt response to request for repairs. The landlord must
29 make repairs within a reasonable time under the law after notice is provided by the tenant.
- 30 - If repairs are not made within a reasonable time under the law after notice is given, the
31 tenant has three different remedies:
- 32 1. Repair and Deduct: Tenant may make the repair and seek reimbursement from the
33 landlord by deducting it from the rent.
- 34 2. Constructive Eviction: If the landlord's failure to repair constitutes such a material
35 interference with the tenant's use of the premises so as to render the premises
36 uninhabitable under the law, the tenant may abandon the premises and cease paying
37 rent.
- 38 3. File a Lawsuit: Tenant may file a lawsuit and seek damages for diminution in value,
39 property damages, and even punitive damages and attorney's fees.
- 40 - Tenants can also assert failure to repair as a defense to a dispossessory action.

41 **Fair & Equal Access to Housing**

42 - Tenants have the right to not be discriminated against when applying for, living in, or
43 vacating a residence on the basis of race, ethnicity, religion, familial status, or mental or
44 physical disabilities.

45 **Move In/Out Inspection & Return of Unused Security Deposit**

46 - Tenants whose landlord owns more than ten rental units and who pay a security deposit
47 are entitled to a move-in and move-out inspection and the right to the return of any unused
48 security deposit that may have been collected by the rental property owner or manager and
49 a good faith accounting of any charges against that deposit within 30 days after the rental
50 residence has been vacated.

51 **Privacy**

52 - Tenants have a reasonable right to privacy in their apartment home.
53 - Tenants are generally protected from government inspections or entry into their home
54 without probable cause.
55 - Inspections may be conducted by management or a third party, if prior notice is given and
56 entry is made during reasonable hours. However, a landlord may enter without a tenant's
57 consent in cases of emergencies.

58 **Fair & Legal Dispossessory Process**

59 - Tenants have the right to a fair and legal dispossessory process in the event of
60 nonpayment of rent or lease violations. The landlord must follow the strict requirements
61 of the Georgia Landlord-Tenant law in order to lawfully evict a tenant.

62

II. TENANTS' RESPONSIBILITIES

Follow All Lease Provisions

64 - Tenants are responsible for following all rules outlined in their signed lease agreement
65 throughout their tenancy. The lease agreement binds both the landlord and tenant to the
66 rights and obligations outlined therein.

67 - Tenants are encouraged to carefully read their lease agreement prior to signing and ask
68 questions about policies or areas of concerns in order to avoid potential disputes.

Timely Payment of Rent

70 - Tenants are responsible for making timely payment of rent on the due date in the amount
71 and frequency as specified in the signed lease agreement.

72 - Tenants are encouraged to reach out to their property manager or landlord as early as
73 possible if they are concerned about the ability to make a rent payment to discuss options
74 and resources that may be available.

Report Maintenance Requests

76 - Tenants are responsible for alerting their property manager or landlord of any repair or
77 maintenance request in writing as soon as the problem is noticed so that it can be addressed
78 and further damage is prevented.

79 - Tenants should note in the written maintenance request whether the repair is an
80 "emergency" or affects the health and safety of the tenant to ensure an immediate response.

81 - "Retaliatory Eviction" protections are part of the law to prevent landlords from retaliating
82 against tenants who report maintenance issues to management or code enforcement.

83 **Truthfully Represent Information on Rental Application**

84 - Tenants are responsible for providing accurate and true information on rental application
85 and related documents. Rental application fraud has higher prevalence in Georgia than any
86 other State. Losses from fraud are substantial, making it necessary to perform more
87 thorough background checks.

88 **Protect Belongings, Obtain Renters Insurance**

89 - Tenants are responsible for keeping their personal property safe and protected. While not
90 legally required, many apartment communities encourage or may require in their leases that
91 all tenants purchase renters insurance to protect themselves against the loss of property by
92 fire, weather, or theft and other liabilities."

93 **SECTION 2.**

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