

House Bill 1416

By: Representatives Adesanya of the 43rd, Cummings of the 39th, Lim of the 98th, Bell of the 75th, and Crawford of the 84th

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
2 landlord and tenant, so as to provide for a duty of habitability for certain rental agreements;
3 to provide for the deduction of the costs of certain repairs from rental payments; to provide
4 for a maximum security deposit amount; to provide for notice; to revise the time required for
5 answers; to revise provisions concerning the effectiveness of writs of possession; to provide
6 for applicability; to provide for related matters; to repeal conflicting laws; and for other
7 purposes.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

9 **SECTION 1.**

10 This Act shall be known and may be cited as the "Renters' Bill of Rights Act."

11 **SECTION 2.**

12 Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to landlord and
13 tenant, is amended by revising Code Section 44-7-13, relating to landlord's duties as to
14 repairs and improvements, as follows:

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15 "44-7-13.

16 (a) The landlord ~~must~~ shall keep the premises in repair. ~~He~~ and shall be liable for all
17 substantial improvements placed upon the premises by his such landlord's consent.

18 (b) Any contract, lease, license, or similar agreement, oral or written, for the use or rental
19 of real property as a dwelling place is deemed to include a provision that the premises is
20 fit for human habitation.

21 (c) If a landlord does not adequately respond to a tenant's request for repairs within five
22 days of receiving such request and such repairs are the responsibility of the landlord
23 pursuant to this Code section, the tenant may complete such repairs through a preapproved
24 licensed professional, who shall be named in the lease agreement or identified by the
25 landlord at the time the premises is rented, or from any licensed professional if no such
26 professional is preapproved by the landlord. After the work is completed, the tenant may
27 deduct the cost of such repairs from the next rental installment due; provided, however, that
28 the amount of such deduction shall not exceed 50 percent of such installment and the tenant
29 shall submit receipts of the work completed to the landlord to qualify for such rent
30 deduction. If such repair costs exceed 50 percent of the rental installment, the tenant may
31 deduct such costs from subsequent rental installments until such costs are recovered,
32 provided that no deduction exceeds 50 percent of any rental installment."

33 **SECTION 3.**

34 Said chapter is further amended in Code Section 44-7-14.1, relating to landlord's duties as
35 to utilities, by revising subsection (a) as follows:

36 "(a) As used in this Code section, the term 'utilities' means cooling, heat, light, and water
37 service."

38 **SECTION 4.**

39 Said chapter is further amended by adding a new Code section to read as follows:

40 "44-7-30.1.

41 No landlord shall demand or receive a security deposit in an amount that exceeds the
42 equivalent of one months' rent."

43 **SECTION 5.**

44 Said chapter is further amended by revising Code Section 44-7-50, relating to demand for
45 possession, procedure upon a tenant's refusal, and concurrent issuance of federal lease
46 termination notice, as follows:

47 "44-7-50.

48 (a) In all cases when a tenant holds possession of lands or tenements over and beyond the
49 term for which they were rented or leased to such tenant ~~or fails to pay the rent when it~~
50 ~~becomes due~~ and in all cases when lands or tenements are held and occupied by any tenant
51 at will or sufferance, whether under contract of rent or not, when the owner of such lands
52 or tenements desires possession of such lands or tenements, such owner may, individually
53 or by an agent, attorney ~~in fact at law~~, or attorney ~~at law in fact~~ in fact, demand the possession of
54 the property so rented, leased, held, or occupied. If the tenant refuses or fails to deliver
55 possession when so demanded, the owner or the agent, attorney at law, or attorney in fact
56 of such owner may immediately go before the judge of the superior court, the judge of the
57 state court, or the clerk or deputy clerk of either court, or the judge or the clerk or deputy
58 clerk of any other court with jurisdiction over the subject matter, or a magistrate in the
59 district where the land lies and make an affidavit under oath to the facts. ~~The~~ Such
60 affidavit may likewise be made before a notary public.

61 (b) If issued by a public housing authority, the demand for possession required by
62 subsection (a) or (c) of this Code section may be provided concurrently with the federally
63 required notice of lease termination in a separate writing.

64 (c) In all cases when a tenant fails to pay the rent, late fees, utilities, or other charges owed
65 to the landlord when it becomes due, if the tenant refuses to pay the amount due or fails to

66 deliver possession when so demanded after being provided with a notice to vacate or pay
67 all past due rent, late fees, utilities, and other charges owed to the landlord within three
68 business days, the owner or the agent, attorney at law, or attorney in fact of such owner
69 may immediately go before the judge of the superior court, the judge of the state court, or
70 the clerk or deputy clerk of either court, or the judge or the clerk or deputy clerk of any
71 other court with jurisdiction over the subject matter, or a magistrate in the district where
72 the land lies and make an affidavit under oath to the facts. Such affidavit may likewise be
73 made before a notary public.
74 (d) The demand for possession notice under subsection (a) of this Code section or the
75 three-day notice to vacate or pay under subsection (c) of this Code section shall be posted
76 in a sealed envelope conspicuously on the door of the property and delivered via any
77 additional method or methods agreed upon in the rental agreement."

78 **SECTION 6.**

79 Said chapter is further amended in Code Section 44-7-51, relating to issuance of summons,
80 service, time for answer, and defenses and counterclaims, by revising subsection (b) as
81 follows:

82 "(b) The summons served on the defendant pursuant to subsection (a) of this Code section
83 shall command and require the tenant to answer either orally or in writing within ~~seven~~
84 14 days from the date of the actual service unless the ~~seventh~~ fourteenth day is a Saturday,
85 a Sunday, or a legal holiday, in which case the answer may be made on the next day which
86 is not a Saturday, a Sunday, or a legal holiday. If the answer is oral, the substance thereof
87 shall be endorsed on the dispossessory affidavit. The answer may contain any legal or
88 equitable defense or counterclaim. The landlord need not appear on the date of the tenant's
89 response. The last possible date to answer shall be stated on the summons."

90 **SECTION 7.**

91 Said chapter is further amended in Code Section 44-7-52, relating to when tender of payment
92 by tenant serves as a complete defense, by revising subsection (a) as follows:

93 "(a) Except as provided in subsection (c) of this Code section, in an action for nonpayment
94 of rent, the tenant shall be allowed to tender to the landlord, within ~~seven~~ 14 days of the
95 day the tenant was served with the summons pursuant to Code Section 44-7-51, all rents
96 allegedly owed plus the cost of the dispossessory warrant. Such a tender shall be a
97 complete defense to the action; provided, however, that a landlord is required to accept
98 such a tender from any individual tenant after the issuance of a dispossessory summons
99 only once in any 12 month period."

100 **SECTION 8.**

101 Said chapter is further amended in Code Section 44-7-55, relating to judgement, writ of
102 possession, landlord's liability for wrongful conduct, distribution of funds paid into court, and
103 personal property, by revising subsection (a) as follows:

104 "(a) If, on the trial of the case, the judgment is against the tenant, judgment shall be entered
105 against the tenant for all rents due and for any other claim relating to the dispute. The court
106 shall issue a writ of possession, both of execution for the judgment amount and a writ to
107 be effective at the expiration of ~~seven~~ 14 days after the date such judgment was entered,
108 except as otherwise provided in Code Section 44-7-56."

109 **SECTION 9.**

110 This Act shall apply to residential lease agreements that are entered into or renewed on or
111 after July 1, 2024.

112 **SECTION 10.**

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