

Senate Bill 272

By: Senators Kemp of the 38th, Jones II of the 22nd, Jackson of the 41st, Parent of the 44th, Halpern of the 39th and others

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 general provisions regarding landlord and tenant, so as to prohibit landlords from
3 requiring tenants to provide income information; to authorize tenants to withhold rent
4 payments under certain conditions; to provide for liability of landlords; to prohibit certain
5 late fees; to provide for habitability; to prohibit retaliation; to provide for fair housing; to
6 provide for definitions; to provide for related matters; to repeal conflicting laws; and for
7 other purposes.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

9 SECTION 1.

10 Article 1 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
11 general provisions regarding landlord and tenant, is amended by revising Code
12 Section 44-7-13, relating to landlord's duties as to repairs and improvements, as follows:
13 "44-7-13.

14 (a) As used in this Code section, the term 'fit for human habitation' means a premises that
15 has:

16 (1) Functioning electrical systems;

- 17 (2) Plumbing and properly functioning sanitary facilities;
18 (3) Availability of hot and cold water;
19 (4) Appliances that are properly installed and in safe working condition;
20 (5) No evidence of mold;
21 (6) Operable fire, smoke, and carbon monoxide detectors; and
22 (7) Buildings, grounds, and common areas that are maintained as clean, sanitary, and free
23 from debris, garbage, rodents, insects, and vermin.
24 (b) The landlord shall keep the premises in repair and shall be liable for all substantial
25 improvements placed upon the premises by such landlord's consent.
26 ~~(b)~~(c) Any contract, lease, license, or similar agreement, oral or written, for the use or
27 rental of real property as a dwelling place is deemed to include a provision that the
28 premises is fit for human habitation."

29 **SECTION 2.**

30 Said article is further amended by revising subsection (a) of Code Section 44-7-14.1, relating
31 to landlord's duties as to utilities, as follows:

32 "(a) As used in this Code section, the term 'utilities' means cooling, heat, light, and hot and
33 cold water service."

34 **SECTION 3.**

35 Said article is further amended by adding new Code sections to read as follows:

36 "44-7-25.

37 (a) A landlord shall not require that a prospective tenant be required to earn at or above
38 three times the monthly allotted rent when the prospective tenant is using any type of
39 government voucher to subsidize their rent. This includes but is not limited to:

- 40 (1) Housing Choice Vouchers;
41 (2) Tenant Protection Vouchers;

42 (3) Project Based Vouchers;

43 (4) Veterans Affairs Supportive Housing Vouchers;

44 (5) Emergency Housing Vouchers; and

45 (6) Enhanced Vouchers.

46 (b)(1) A tenant may withhold rent payments or have a condition repaired or remedied
47 and may deduct the cost from a subsequent rent payment as provided in this subsection.

48 (2) The tenant's deduction for the cost of the repair or remedy shall not exceed the
49 amount of one month's rent under the lease or \$500.00, whichever is greater. However,
50 if the tenant's rent is subsidized in whole or in part by a governmental agency, the
51 deduction limitation of one month's rent shall be the fair market rent for the dwelling and
52 not the rent that the tenant pays. The fair market rent shall be determined by the
53 governmental agency subsidizing the rent, or in the absence of such a determination, it
54 shall be a reasonable amount of rent under the circumstances.

55 (3) Repairs and deductions under this subsection may be made as often as necessary so
56 long as the total repairs and deductions in any one month do not exceed one month's rent
57 or \$500.00, whichever is greater.

58 (c) A landlord is liable to a tenant as provided by this article if:

59 (1) The tenant has given the landlord notice to repair or remedy a condition by giving
60 such notice to the person to whom or to the place where the tenant's rent is normally paid
61 or electronically via email;

62 (2) The condition materially affects the physical health or safety of an ordinary tenant
63 or would make the dwelling place unfit for human habitation;

64 (3) The tenant has given the landlord a subsequent written notice to repair or remedy the
65 condition after a reasonable time to repair or remedy the condition following the notice
66 by sending such notice by a method specified in the lease or by a method accepted by the
67 landlord in practice, or by certified mail, return receipt requested, by registered mail, by

68 email, or by another form of mail that allows tracking of delivery from the United States
69 Postal Service or from a private delivery service;

70 (4) The landlord has had a reasonable time to repair or remedy the condition after the
71 landlord received the tenant's notices; and

72 (5) The landlord has not made a diligent effort to repair or remedy the condition after the
73 landlord received the tenant's notice and subsequent notice.

74 (d) A tenant whose landlord is liable under this Code section may:

75 (1) Terminate the lease;

76 (2) Withhold rent payments until the condition is repaired or remedied;

77 (3) Deduct from the tenant's rent, without necessity of judicial action, the cost of the
78 repair or remedy; and

79 (4) Obtain judicial remedies.

80 (e) If the tenant chooses to withhold rent payments under this Code section, the tenant may
81 withhold rent until the repair or remedy is completed. The tenant shall pay all rent owed
82 within five business days following the date the repair or remedy is completed. The tenant
83 may not withhold rent payments that came due before the tenant notified the landlord of
84 the condition in need of repair or remedy.

85 (f) No late fee may be charged for rent properly withheld under this Code section.

86 (g) A landlord shall have a reasonable period of time to cure any condition or habitability
87 violation of a dwelling place. In determining whether a period of time is a reasonable time
88 to repair or remedy a condition, there is a rebuttable presumption that ten days is a
89 reasonable time. To rebut that presumption, several factors may be considered, including
90 but not limited to the following:

91 (1) The date on which the landlord received the notice;

92 (2) The severity and scope and nature of the condition; and

93 (3) The reasonable availability of materials and labor.

94 (h) A request for more time from the landlord shall be in writing to the tenant before the
95 termination of the ten-day period to cure the violation. Written requests may be made in
96 several ways and may be delivered in person, via mail, or transmitted by email. A request
97 for more time shall include:

- 98 (1) A plan to repair the violation;
99 (2) A plan to mitigate the effects of the violation on the tenants; and
100 (3) An estimate of the amount of time required to cure the violation.

101 (i) If the landlord fails to cure the habitability violations within a reasonable time as
102 described in subsections (g) and (h) of this Code section, then the tenant shall have the right
103 to refuse to pay rent.

104 (j)(1) A landlord shall not retaliate against a tenant by taking an action because the
105 tenant:

106 (A) In good faith exercises or attempts to exercise against a landlord a right or remedy
107 granted to the tenant by the lease agreement, a municipal ordinance, or federal or state
108 law;

109 (B) Gives the landlord a notice to repair or exercise a remedy under this article;

110 (C) Complains to a governmental entity responsible for enforcing building or housing
111 codes, a public utility, or a civic or nonprofit agency, and the tenant:

112 (i) Claims a building or housing code violation or utility problem; and

113 (ii) Believes in good faith that the complaint is valid and that the violation or problem
114 occurred; or

115 (D) Establishes, attempts to establish, or participates in a tenant organization.

116 (2) A landlord shall not retaliate against a tenant by:

117 (A) Filing an eviction proceeding;

118 (B) Depriving the tenant of the use of the premises, except for reasons authorized by
119 law;

120 (C) Decreasing services to the tenant;

- 121 (D) Increasing the tenant's rent;
122 (E) Terminating the tenant's lease agreement; or
123 (F) Engaging, in bad faith, in a course of conduct that materially interferes with the
124 tenant's rights under the tenant's lease agreement.

125 44-7-26.

126 (a) It shall be unlawful for a person to:

127 (1) Refuse to sell or rent a dwelling after a bona fide offer has been made, or to refuse
128 to negotiate for the sale or rental of a dwelling, because of race, color, religion, sex,
129 familial status, source of income, or national origin, or to discriminate in the sale or rental
130 of a dwelling because of disability;

131 (2) Discriminate in the terms, conditions, or privileges of sale or rental of a dwelling, or
132 in the provision of services or facilities in connection with such sale or rental, because of
133 race, color, religion, sex, disability, familial status, source of income, or national origin;

134 (3) Engage in any conduct relating to the provision of housing which otherwise makes
135 unavailable or denies dwellings to persons because of race, color, religion, sex, disability,
136 familial status, source of income, or national origin;

137 (4) Make, print, or publish, or cause to be made, printed, or published, any notice,
138 statement, or advertisement with respect to the sale or rental of a dwelling that indicates
139 any preference, limitation, or discrimination because of race, color, religion, sex,
140 disability, source of income, familial status, or national origin, or any intention to make
141 any such preference, limitation, or discrimination;

142 (5) Represent to any person because of race, color, religion, sex, disability, familial
143 status, source of income, or national origin that a dwelling is not available for sale or
144 rental when such dwelling is in fact available;

145 (6) Engage in blockbusting practices in connection with the sale or rental of a dwelling
146 because of race, color, religion, sex, disability, source of income, familial status, or
147 national origin; or

148 (7) Deny access to or membership or participation in, or to discriminate against any
149 person in his or her access to or membership or participation in, any multiple-listing
150 service, real estate brokers' association, or other service organization or facility relating
151 to the business of selling or renting a dwelling, or in the terms or conditions or
152 membership or participation, because of race, color, religion, sex, disability, familial
153 status, source of income, or national origin.

154 (b)(1) It shall be unlawful for a person to refuse to sell or rent a dwelling to a person who
155 has made a bona fide offer because of race, color, religion, sex, familial status, source of
156 income, or national origin or to refuse to negotiate with a person for the sale or rental of
157 a dwelling because of race, color, religion, sex, familial status, source of income, or
158 national origin, or to discriminate against any person in the sale or rental of a dwelling
159 because of disability.

160 (2) Prohibited actions under this Code section include, but are not limited to:

161 (A) Failing to accept or consider a bona fide offer because of race, color, religion, sex,
162 disability, familial status, source of income, or national origin;

163 (B) Refusing to sell or rent a dwelling to, or to negotiate for the sale or rental of a
164 dwelling with any person because of race, color, religion, sex, disability, familial status,
165 source of income, or national origin;

166 (C) Imposing different sales prices or rental charges for the sale or rental of a dwelling
167 upon any person because of race, color, religion, sex, disability, familial status, source
168 of income, or national origin;

169 (D) Using different qualification criteria or applications, or sale or rental standards or
170 procedures, such as income standards, application requirements, application fees, credit

171 analysis, or sale or rental approval procedures or other requirements, because of race,
172 color, religion, sex, handicap, familial status, source of income, or national origin; and
173 (E) Evicting tenants because of their race, color, religion, sex, disability, familial
174 status, source of income, or national origin or because of the race, color, religion, sex,
175 disability, familial status, source of income, or national origin of a tenant's guest.
176 (c)(1) It shall be unlawful, because of race, color, religion, sex, disability, familial status,
177 source of income, or national origin, to impose different terms, conditions, or privileges
178 relating to the sale or rental of a dwelling or to deny or limit services or facilities in
179 connection with the sale or rental of a dwelling.
180 (2) Prohibited actions under this Code section include, but are not limited to:
181 (A) Using different provisions in leases or contracts of sale, such as those relating to
182 rental charges, security deposits, and the terms of a lease and those relating to down
183 payment and closing requirements, because of race, color, religion, sex, handicap,
184 familial status, source of income, or national origin;
185 (B) Failing to perform or delaying maintenance or repairs of rental dwellings because
186 of race, color, religion, sex, disability, familial status, source of income, or national
187 origin;
188 (C) Failing to process an offer for the sale or rental of a dwelling or to communicate
189 an offer accurately because of race, color, religion, sex, disability, familial status,
190 source of income, or national origin;
191 (D) Limiting the use of privileges, services, or facilities associated with a dwelling
192 because of the race, color, religion, sex, disability, familial status, source of income, or
193 national origin of an owner, tenant, or a person associated with him or her; and
194 (E) Denying or limiting services or facilities in connection with the sale or rental of a
195 dwelling because a person failed or refused to provide sexual favors."

196

SECTION 4.

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