

House Bill 708

By: Representatives Adesanya of the 43rd, Cummings of the 39th, and Lim of the 98th

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 the deduction of the costs of certain repairs from
3 rental payments; to revise the time required for answers; to revise provisions concerning the
4 effectiveness of writs of possession; to provide for a short title; to provide for applicability;
5 to provide for related matters; to repeal conflicting laws; and for other purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 **SECTION 1.**

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

9 **SECTION 2.**

10 Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to landlord and
11 tenant, is amended by adding a new subsection to Code Section 44-7-13, relating to
12 landlord's duties as to repairs and improvements, to read as follows:

13 "(c) If a landlord does not adequately respond to a tenant's request for repairs within five
14 days of receiving such request and such repairs are the responsibility of the landlord
15 pursuant to this Code section, the tenant may complete such repairs through a preapproved

16 licensed professional, who shall be named in the lease agreement or identified by the
17 landlord at the time the premises is rented, or through any licensed professional if no such
18 professional is preapproved by the landlord. After the work is completed, the tenant may
19 deduct the cost of such repairs from the next rental installment due; provided, however, that
20 the amount of such deduction shall not exceed 50 percent of such installment and the tenant
21 shall submit receipts of the work completed to the landlord to qualify for such rent
22 deduction. If such repair costs exceed 50 percent of the rental installment, the tenant may
23 deduct such costs from subsequent rental installments until such costs are recovered,
24 provided that no deduction exceeds 50 percent of any rental installment."

25 **SECTION 3.**

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

29 "(b) The summons served on the defendant pursuant to subsection (a) of this Code section
30 shall command and require the tenant to answer either orally or in writing within ~~seven~~
31 14 days from the date of the actual service unless the ~~seventh~~ fourteenth day is a Saturday,
32 a Sunday, or a legal holiday, in which case the answer may be made on the next day which
33 is not a Saturday, a Sunday, or a legal holiday. If the answer is oral, the substance thereof
34 shall be endorsed on the dispossessory affidavit. The answer may contain any legal or
35 equitable defense or counterclaim. The landlord need not appear on the date of the tenant's
36 response. The last possible date to answer shall be stated on the summons."

37 **SECTION 4.**

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

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

47 **SECTION 5.**

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

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

56 **SECTION 6.**

57 This Act shall apply to residential lease agreements that are entered into or renewed on or
58 after July 1, 2025.

59 **SECTION 7.**

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