

House Bill 876

By: Representatives Flournoy of the 74<sup>th</sup>, Dawson of the 65<sup>th</sup>, Jones of the 143<sup>rd</sup>, Herring of the 145<sup>th</sup>, and Frye of the 122<sup>nd</sup>

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 residential tenants with the right to complete repairs  
3 required by the landlord and offset rental installments by the reasonable cost of such repairs  
4 under certain circumstances; to provide residential tenants with the right to terminate a rental  
5 agreement under certain circumstances; to prohibit the landlord from taking adverse action  
6 against residential tenants under certain circumstances; to provide for a civil right of action  
7 and remedies; to provide a definition; to provide for applicability; to provide for related  
8 matters; to repeal conflicting laws; and for other purposes.

9 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

10 **SECTION 1.**

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

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14 "44-7-13.

15 (a) As used in this Code section, the term 'material defect' means a defect for which repair  
16 is required by the landlord under the terms of the rental agreement or for which repair is  
17 required to ensure that:

18 (1) The premises is compliant with all applicable building, housing, fire, or health codes  
19 or regulations;

20 (2) The premises has plumbing and sewer systems in good working condition, including,  
21 but not limited to, access to hot and cold running water;

22 (3) The premises has heating, ventilation, and air conditioning systems in good working  
23 condition;

24 (4) The premises has electrical systems in good working condition; and

25 (5) Any fixtures or appliances supplied or required to be supplied by the landlord are in  
26 good working condition.

27 ~~(a)~~(b) The landlord shall keep the premises in repair and shall be liable for all substantial  
28 improvements placed upon the premises by such landlord's consent.

29 ~~(b)~~(c) Any contract, lease, license, or similar agreement, oral or written, for the use or rental  
30 of real property as a dwelling place is deemed to include a nonwaivable provision that the  
31 premises is fit for human habitation.

32 (d)(1) If, within 14 days of receiving written notice of a material defect, the landlord fails  
33 to repair such defect, the tenant may complete the repair through a preapproved licensed  
34 professional named in the lease agreement or identified by the landlord at the time the  
35 premises is rented or through any licensed professional if no such professional is  
36 preapproved by the landlord. After the repair is complete, the tenant may reduce the  
37 amount of the next rental installment due by the cost of such repair; provided, however,  
38 that the amount of such reduction shall not exceed 50 percent of the rental installment due  
39 and the tenant shall submit receipts for the repair to the landlord. If such repair costs  
40 exceed 50 percent of the rental installment due, the tenant may reduce subsequent rental

41 installments until such costs are recovered, provided that no deduction shall exceed  
42 50 percent of any rental installment due. A tenant shall not be entitled to reduce any rental  
43 installment for a repair made pursuant to this paragraph in an amount greater than the  
44 reasonable cost of such repair. Before repairing a material defect affecting facilities  
45 shared by more than one dwelling unit, the tenant shall notify all other tenants sharing  
46 such facilities of the plans for the repair and shall arrange the repair so as to create the  
47 least practicable inconvenience to the other tenants.

48 (2) If, within 60 days of receiving written notice of a material defect, the landlord fails  
49 to repair such defect, the tenant may, after 30 days' written notice to the landlord,  
50 terminate the lease, provided that the tenant has not started or completed such repair  
51 pursuant to paragraph (1) of this subsection.

52 (e)(1) No landlord shall, based on a tenant's exercise of any rights provided under this  
53 Code section, terminate a rental agreement, refuse to renew a rental agreement, or take any  
54 other adverse action against a tenant.

55 (2) If a landlord, based on a tenant's exercise of any rights provided under this Code  
56 section, terminates a rental agreement, refuses to renew a rental agreement, or takes any  
57 other adverse action against a tenant, the aggrieved tenant may commence a civil action  
58 in the same manner and may seek the same remedies as provided in Code  
59 Section 8-3-217."

60 **SECTION 2.**

61 This Act shall apply to residential rental or lease agreements that are entered into on or after  
62 July 1, 2025, and to any renewals, modifications, or extensions of such agreements entered  
63 into on or after such date.

64 **SECTION 3.**

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