

House Bill 1007

By: Representatives Berry of the 56th, Frye of the 122nd, Ridley of the 22nd, Sanchez of the 42nd, Bell of the 75th, and others

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 provide for definitions; to provide a short title; to
6 provide for applicability; 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 This Act shall be known and may be cited as the "Essential Services for Renters 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) As used in this Code section, the term:

17 (1) 'Essential service' means any sanitary plumbing or sewer service; electrical service;
18 gas service used for heating, hot water, or cooking; heating, ventilating, and air
19 conditioning service; or hot and cold running water service. Such term includes any
20 fixture or appliance supplied by, or required to be supplied by, the landlord by law or by
21 contract, lease, license, or similar agreement, oral or written.

22 (2) 'Necessary repair' means any defect within the interior of a tenant's residential unit
23 that requires repair by the landlord under the terms of a contract, lease, license, or similar
24 agreement, oral or written; or to ensure the continuity of an essential service.

25 (3) 'Premises' means any residential real property rented or leased pursuant to a contract,
26 lease, license, or similar agreement, oral or written, for use as a dwelling place. Such
27 term includes common areas shared with other tenants, including, but not limited to,
28 hallways, lobbies, stairways, elevators, recreational areas, or other shared facilities.

29 (4) 'Residential unit' means any portion of a premises intended for use as a private
30 dwelling place over which a tenant has exclusive use and possession. Such term shall not
31 include any common areas shared with other tenants, including, but not limited to,
32 hallways, lobbies, stairways, elevators, recreational areas, or other shared facilities.

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

35 ~~(b)~~(c) Any contract, lease, license, or similar agreement, oral or written, for the use or
36 rental of ~~real property as a dwelling place~~ any premises is deemed to include a provision
37 that the premises is fit for human habitation, which shall include, but shall not be limited
38 to, compliance with any requirements of applicable building and housing codes affecting
39 health and safety.

40 (d)(1) If, within 14 days of receiving written notice of a necessary repair, the landlord
41 fails to complete such repair, the tenant may complete the repair through a preapproved

42 licensed professional named in the lease agreement or previously identified by the
43 landlord in a written notice to the tenant or, if no such professional is preapproved by the
44 landlord, through any licensed professional. After the repair is complete, the tenant may
45 reduce the amount of the next rental installment due by the cost of such repair; provided,
46 however, that the tenant shall submit receipts for the repair to the landlord. If such repair
47 costs exceed the amount of the rental installment due, the tenant may reduce subsequent
48 rental installments until such costs are recovered. No tenant shall reduce any rental
49 installment for a repair made pursuant to this paragraph in an amount greater than the
50 reasonable cost of such repair. Before completing a necessary repair affecting facilities
51 shared by more than one residential unit, the tenant shall notify all other tenants sharing
52 such facilities of the plans for the repair and shall arrange the repair so as to create the
53 least practicable inconvenience to the other tenants.

54 (2) If, within 60 days of receiving written notice of a necessary repair, the landlord fails
55 to complete such repair, the tenant may, after 30 days' written notice to the landlord,
56 terminate the lease, provided that the tenant has not started or completed such repair
57 pursuant to paragraph (1) of this subsection.

58 (3) The provisions of this subsection shall not apply to a necessary repair caused by the
59 intentional or negligent acts or omissions of a tenant."

60 **SECTION 3.**

61 This Act shall apply to residential rental or lease agreements that are entered into on or after
62 July 1, 2026, and to any renewals, modifications, or extensions of such agreements entered
63 into on or after such date.

64 **SECTION 4.**

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