

House Bill 1171

By: Representatives Frye of the 122nd, Oliver of the 84th, Williams of the 37th, Gilliard of the 162nd, Glaize of the 67th, 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 establish minimum
3 habitability standards consistent with recognized housing standards; to prohibit waivers of
4 such standards; to provide for enforcement and clarification of existing landlord duties; to
5 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 Article 1 of Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to
9 general provisions regarding landlord and tenant, is amended by revising Code
10 Section 44-7-13, relating to landlord's duties as to repairs and improvements, as follows:

11 "44-7-13.

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

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

H. B. 1171

17 (c) In order to provide and maintain the premises in a condition that is fit for human
18 habitation, a landlord shall:

19 (1) Comply with the requirements of all applicable building and housing codes
20 materially affecting health and safety;

21 (2) Make all repairs and do whatever is necessary to put and keep the premises in a fit
22 and habitable condition;

23 (3) Keep all common areas of the premises in a clean and safe condition;

24 (4) Maintain in good and safe working order and condition all electrical, plumbing,
25 sanitary, heating, ventilating, air-conditioning, and other facilities and appliances,
26 including elevators, supplied or required to be supplied by the landlord;

27 (5) Provide and maintain appropriate receptacles and conveniences for the removal of
28 ashes, garbage, rubbish, and other waste, incidental to the occupancy of the dwelling unit,
29 and arrange for their removal; and

30 (6) Supply running water and reasonable amounts of hot water at all times and
31 reasonable heat.

32 (d) If a landlord's noncompliance with the rental agreement or this Code section results in
33 the tenant not receiving an essential service, materially interferes with the health or safety
34 of the tenant or an immediate family member of the tenant, or materially interferes with the
35 use and enjoyment of the premises by the tenant or an immediate family member of the
36 tenant, and the noncompliance is not remedied within one week of notice of
37 noncompliance, the tenant may:

38 (1) Terminate the rental agreement; or

39 (2) Continue the rental agreement and elect to use one or more of the following
40 remedies:

41 (A) Withhold rent for the period of noncompliance beginning on the date the tenant
42 notifies the landlord of such noncompliance;

43 (B) Recover actual damages in a court of competent jurisdiction;

44 (C) Obtain injunctive relief, specific performance, or other equitable relief in a court
45 of competent jurisdiction;

46 (D) Make repairs and deduct the reasonable cost of such repairs from the rent; or

47 (E) Secure an essential service that the landlord is obligated to provide or comparable
48 substitute housing during the period of noncompliance.

49 (e) If a landlord's noncompliance with the rental agreement or this Code section does not
50 materially interfere with the health or safety of the tenant or an immediate family member
51 of the tenant or materially interfere with the use and enjoyment of the premises by the
52 tenant or an immediate family member of the tenant, the tenant may elect one or more of
53 the remedies provided in subparagraphs (c)(2)(B), (c)(2)(C), and (c)(2)(D) of this Code
54 section.

55 (f) Nothing in this Code section shall be construed to relieve a tenant of the obligation to:
56 (1) Maintain the dwelling unit in a reasonably clean and safe condition; and
57 (2) Refrain from deliberate or negligent destruction of property beyond ordinary wear
58 and tear."

59 **SECTION 2.**

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