GEORGIA LANDLORD TENANT HANDBOOK

A Landlord-Tenant Guide to the State's Rental Laws

Revised

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Introduction

This Handbook provides an overview and answers common questions about Georgia residential landlord-tenant law. The information in this Handbook does not apply to commercial or business leases.

The best solution for each case depends on the facts. Because facts in each case are different, this Handbook covers general terms and answers, and those answers may not apply to your specific problem. While this publication may be helpful to both landlords and tenants, it is not a substitute for professional legal advice. This Handbook has information on Georgia landlord-tenant law as of the last revision date and may not be up to date on the law. Before relying on this Handbook, independently research and analyze the relevant law based on your specific problem, location, and facts.

In Georgia, there is not a government agency that can intervene in a landlord-tenant dispute or force the landlord or tenant to behave a particular way. Landlords or tenants who cannot resolve a dispute need to use the courts, either themselves or through a lawyer, to enforce their legal rights.

The Handbook is available on the internet from the Georgia Department of Community Affairs (www.dca.ga.gov).

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Who is a Tenant?

Landlord-Tenant Relationships Determining whether you are entering into a landlord-tenant relationship is important because tenants have certain rights that non-tenants (like guests or squatters) do not have. Even if a landlord does not charge rent, a landlord-tenant relationship might be created if the landlord gave you the right to stay at the property. Start by reading your written agreement, if one exists, and look for language referring to you as a "tenant" or "lessee" or "resident." An agreement should give the tenant the "right to possess" the property, but other terms might also make it clear that you are a tenant. If the landlord did not set out a specific end date, there could be a tenancy-at-will.

- You are more likely to be considered a tenant if your agreement requires that you:
  - Take responsibility for the security of people and personal items inside;
  - Provide your own furniture;
  - Take out the trash;
  - Keep the premises clean.
- You are less likely to be considered a tenant if your agreement prohibits you from:
  - making any alterations, such as hanging pictures;
  - performing maintenance;
  - having visitors;
  - coming and going at certain hours.
- If you do not have a written agreement, an oral agreement or the conduct of the parties will determine if you are a tenant. One or more of the following factors would make it more likely you are tenant:
  - You have been paying rent;
  - You use the property as your primary residence;
  - You have personal belongings at the property;
  - You have been staying at the property for a several months or more;
  - You have no end date for when you have to leave the property;
  - You clean and maintain the property;
  - You can come and go from the property without interference from others.
- Hotel/motel guests are typically not tenants, but an extended stay guest could become a tenant based on an express agreement or conduct of the parties.

Who is a squatter?

Under Georgia law, a squatter is a person who never had the property owner's permission to come on the property. A property owner can swear an affidavit to have the person removed without an eviction process and the person squatting may face criminal penalties.

Discrimination

DISCRIMINATION PROHIBITED Landlords[1] cannot discriminate based on a person's "protected class." The Department of Housing and Urban Development (HUD) is the main federal agency that tenants can turn to if a

[1] The Federal and Georgia Fair Housing Acts cover most housing, however in some circumstances the law exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

landlord has discriminated against them.

Protected Classes. Protected classes include race, color, religion, sex, national origin, familial status,[2] or disability. Discrimination can take many forms, including:

- **Refusal to rent**: refusing to rent to a person because they are a member of a protected class;
- **Discouragement:** engaging in conduct that discourages a person from renting or makes housing unavailable to a person because they are a member of a protected class (including failing to tell the person of marketing promotions, rent reductions, privileges, or services associated with the property because of their protected class);
- **Different treatment:** imposing different terms and conditions on members of a protected class[3];
- **Separation:** steering members of a protected class to particular buildings or units away from other units;
- **Exclusion:** not advertising to members of a protected class;
- **Concealment:** falsely telling a member of a protected class that a unit is not available; or
- **Preference:** making any statement that indicates a preference based on a protected class.

Discrimination can also be indirect, such as an apartment rule that appears neutral but is applied in a way that it causes a protected group to suffer. If the business owner does not have a legitimate business justification for the rule, it is discrimination. In addition, it is illegal for anyone to threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

- More information on housing discrimination can be found on HUD's website: https://www.hud.gov/program_offices/fair_housing_equal_opp.

Rights of Disabled Tenants. The Fair Housing Act also protects individuals with disabilities. Landlords must make reasonable accommodations when necessary to allow equal access, permit reasonable changes, and satisfy certain accessibility requirements.

- **Reasonable accommodations.** Landlords must change rules, policies, practices, or services when a reasonable accommodation is necessary for a disabled person to use and enjoy a housing program or rental unit. Reasonable accommodations may be necessary at all housing stages, including when applying to rent, living in the unit, or preventing eviction.

  To be defined as a "handicapped person," the person must either (1) have a physical or mental impairment that substantially limits one or more major life activities, (2) have a history of such an impairment, or (3) be viewed as having such an impairment.

  Landlords should do everything they can to assist, but they are not required to make changes that would fundamentally alter the housing program or create an undue financial and administrative burden.

  Examples of reasonable accommodations: Waiving a no-pet policy for a tenant who needs an assistive animal or providing an assigned parking place close to accessible apartments for a tenant with a disability that affects their ability to walk.

Requesting accommodations

If a tenant or applicant has a disability that requires accommodations, someone must request that the landlord make the necessary accommodations. The person with the disability, a family member, or someone else acting on the person's behalf, can request the accommodation.

- **Reasonable changes.** A landlord must allow a disabled tenant to make, at the tenant's expense, reasonable changes to their unit that are necessary to allow the disabled person full use of the premises. A tenant may be

[2] Families are protected when one or more children under the age of 18 live(s) with (1) a parent; (2) a person who has legal custody; or (3) a designee of the parent or legal custodian, with the parent or legal custodian's written permission. "Family" also includes pregnant women and anyone in the process of securing legal custody of a child under the age of 18.

required to restore the premises to their original condition upon leaving the unit, if reasonable. The landlord must also permit reasonable changes to common areas to make them usable. In most cases, it would be unreasonable for the landlord to require the tenant to return the common areas to their original condition.

- **Accessibility requirements.** Newly constructed multifamily dwellings with four or more units must provide basic accessibility to persons with disabilities if the buildings were first ready for occupancy after March 13, 1991, including:
    - One entrance to the building on a route so that people with wheelchairs can access it;
    - Accessibility to public areas such as a lobby or swimming pool;
    - Doors wide enough to accommodate people in wheelchairs;
    - Accessibility to each unit (if there is no elevator, only all ground floor units must be accessible);
    - Enough reinforcement in bathroom walls to allow a tenant to install grab bars where needed;
    - Light switches and other controls located low enough for use by a person in a wheelchair; and
    - Kitchens and bathrooms designed so that a wheelchair user can maneuver within the space.

If You Believe You Have Been the Victim of Discrimination:

- To determine whether you have been discriminated against, you may contact HUD's Fair Housing Initiatives Program ("FHIP"). Organizations that participate in HUD's FHIP may be able to speak to a housing provider on your behalf, conduct an investigation to help determine if you experienced discrimination, or otherwise provide you with information and assistance.

  Georgia has two FHIP organizations: one in Hinesville, which can be reached by calling 912-877-4243, and another in Atlanta, which can be reached at 404-524-0000. More information may be found on this website: https://www.hud.gov/program_offices/fair_housing_equal_opp/contact_fhip.

- If you want to file a complaint with HUD's Fair Housing and Equal Opportunity (FHEO) branch, the complaint must be filed **within one (1) year** of the discriminatory act. To file a complaint, you must fill out a form available online at: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint. You may also email the form or print it and mail it to your regional FHEO office.

- You can speak with an FHEO intake specialist by calling 1-800-669-9777 or 1-800-877-8339 for TTY (text message communication for people who are deaf, hard of hearing, or speech-impaired). The FHEO's regional office for Georgia is located in Atlanta. You may reach your regional FHEO office by calling 404-331-5140 or 800-440-8091.

- FHEO will investigate your complaint and, if appropriate, try to reach an agreement with the landlord . If an agreement cannot be reached and FHEO has reason to believe you were discriminated against, FHEO will allow you to choose between (a) having an administrative hearing with an Administrative Law Judge (ALJ) or (b) sending the case to federal court. An Administrative Law Judge can order the landlord to:
    - Compensate you for actual damages;
    - Provide injunctive or other equitable relief (for example, make the housing available to you or prevent the landlord from changing the locks or turning off utilities without a court order);
    - Pay the federal government a civil penalty; and/or
    - Pay reasonable attorney's fees and costs.

- If there is evidence of a fair housing violation and if FHEO finds that you will be harmed if it does not act quickly, the attorney general can issue an order that stops the landlord from causing further damage even before the legal process is complete.
- As long as you have not signed an agreement and the ALJ has not started a hearing, you can file a lawsuit at your expense in federal or state court **within two (2) years** of the discriminatory action. If you win, the court may award actual and punitive damages and attorney's fees and costs.

Entering Into a Lease

A lease grants a tenant the right to use and live in the rental property temporarily, so the landlord can have the property back in the future. Searching for and finding a rental property in the right location and within your budget may require significant time and effort. However, you should not relax after finding a property and rush through the leasing process. Both you and your landlord can benefit by becoming familiar with tenancy laws and making sure the lease accurately reflects you and your landlord's intention in your future relationship. Below is an outline of the leasing process and common tenancy issues under Georgia law.

Lease terms are important

A lease is a **contract** that defines the rights and responsibilities that the landlord and tenant owe each other. Once you sign the lease, you cannot change your mind later. If the tenant changes their mind and decides not to move into the unit after signing the lease, the landlord can impose early termination penalties if provided in the lease.

Pay close attention to the details!

1. **Submitting a Rental Application:** The first step most landlords require is the rental application.
   - **Application Fees.** Application fees may be required and are usually not refundable, even if the application is denied or you change your mind. The fee may be applied to the first month's rent. Always get a receipt for any fee or deposit.
   - **Information on Application.** Landlords commonly request the following information: legal name, social security number, employer's name, your job title and annual income, past employment information, references, identity of nearest relative, and consent for a credit report and criminal record check.
   - **Background Check.** Landlords may require you to agree to a credit and criminal background check as part of the application. Credit reporting agencies can provide information about you to a potential landlord without your consent. [4]

2. **Reviewing and Signing a Lease:** If the landlord accepts your application and determines that you meet the requirements to lease, the next step is to enter into a rental agreement called a lease.
   - ✓ **Landlords should be careful** about language included or left out of a lease and consider consulting with an attorney who regularly handles landlord/tenant legal issues.
   - ✓ **Tenants should *always* read the lease before signing.** Leases and rental agreements differ from landlord to landlord. As the tenant, you must follow the terms in a lease even if you did not understand or read it. You may request a copy of the lease to review a day or two in advance of meeting with the landlord to sign and ask an attorney for help understanding the lease if you need it. You should always request a copy of the signed lease and save it in a safe place.

[4] Refusing to rent to applicants with a criminal record may be discrimination if the refusal has an unjustified discriminatory effect on a protected class, such as Hispanics and African Americans, who have higher than average incarceration rates. To avoid discrimination, a landlord should evaluate each applicant's history on a case-by-case basis, taking into account the nature, severity, and age of a conviction. For additional information, see HUD's "Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions" (April 4, 2016), https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF and https://www.hud.gov/reentry,

It is a violation of the law if your lease states anything like the following:

- The landlord removes or reduces their responsibility to maintain habitable property in good repair;
- The landlord removes or reduces their responsibility to respond to damages caused by the landlord's failure to keep the property in good repair;
- The lease says that the landlord does not have to follow local laws;
- The lease says the landlord does not have to follow Georgia security deposit law;
- The lease says the landlord can evict you without going through the eviction process in court; or
- The lease requires payment of the landlord's attorney fees if the tenant breaches the lease but does not require the landlord to pay tenant's attorney fees if landlord breaches the lease.

Tenants who dislike certain provisions may ask a landlord to change or update the terms of the lease. However, a landlord has the right to refuse the request to change the lease, and the tenant must then decide whether to sign the lease. Below are examples of terms you may want to ask about:

- Very long lease terms with early termination penalties or fees;
- Automatic rent increases during the lease term;
- References to rules that you have not received;
- How utilities will be paid; and
- When and how the landlord can access the unit.

➢ **Written vs. Oral Lease.** A written lease provides clarity and helps resolve disputes. For example, tenants should make sure the rent amount is clear and cannot be increased during the lease term. Oral leases often lead to misunderstandings about what was agreed upon, and can be terminated with less notice from the landlord or tenant.

Expecting a job transfer? Moving soon?

If you are about to change jobs or want to purchase a home, you can ask for the right to terminate your lease. But without special written termination provisions, the tenant *cannot* terminate the lease early without penalty.

➢ **Lease Length.** Leases can be made for any length of time with provisions on how to end the lease. NOTE: Additional requirements may apply to leases longer than a year, and an attorney may need to be consulted.

➢ **Renter's Insurance.** A landlord's property insurance typically does not cover a tenant's personal items that are damaged due to fire, theft, or water, so purchasing renter's insurance is often advisable. Many renter's insurance policies also provide liability coverage (for example, if a guest is injured in the rental unit). Some leases may require tenants to purchase renter's insurance.

➢ **Occupancy Limits.** Georgia does not regulate the number of people who can live in rental housing. However, local ordinances may establish occupancy limits.[5] In addition, the landlord may choose to limit the number of people who can live in the unit. Generally, restricting two (2) people to a bedroom is reasonable.[6] Occupancy limits should be clear in the lease.

➢ **Utilities.** You should ask whether you or the landlord will pay the utilities. If you are responsible for utility payments, research utility costs and consider your budget before signing a lease.

Some landlords may employ "master metering," which means multiple tenants' electric, natural gas, or water usage is measured using the same meter when utility service is in the landlord's name. The landlord will

[5] More information about local ordinances in Georgia can be found at https://library.municode.com/ga.

[6] Landlords should ensure occupancy limits are reasonable and not used intentionally to exclude or limit families with children, or that they burden families more than other individuals, which may violate fair housing laws.

calculate the utility costs per tenant by dividing the total cost of the utilities used by all tenants by each tenant.

NOTE: If you are facing eviction, it is illegal for a landlord to knowingly and willfully suspend your utilities (heat, cooling, light, and water service) until after the judge's final decision.

- **Lease with an Option to Purchase.** If you want to buy a home and expect to stay in one area or one city for a long time, you may consider a lease with an option to purchase. You may discuss this option with the landlord if the landlord wants to sell the rental property. In addition to the rent, you will also pay for the option to purchase. The additional money may come from paying a lump sum at the start of the leasing contract or in the form of higher monthly rent payments. You can choose to purchase the house at any time during the leasing period, at a date specified in the lease, or when another buyer makes an offer on the house and the landlord gives you a chance to match the other buyer's price for the property.

- **Flooding.** If a residential rental property has flooded at least three (3) times in the past five (5) years and damaged the living space, the landlord must, before entering a lease agreement, notify the potential tenant in writing of the property's likelihood to flood. If the landlord does not give notice, then the landlord is liable to the tenant for property damage that results from flooding during the lease.

- **Security Deposit When Moving In.** The security deposit protects the landlord if a tenant moves out of the property owing money or having damaged the property. *If you give proper notice and vacate without owing rent or causing damage, the landlord must return the security deposit o you within thirty (30) days. Some leases allow the landlord to withhold reasonable clearing costs.*

Security deposit rules include:

- Deposit limit: A landlord cannot require a security deposit that is an amount more than two (2) months rent.
- Escrow Account: Landlords who own more than ten (10) rental units, including units owned by their spouses and/or children, or who contract with a management agent, must place the security deposit in a bank "escrow" account that is only for security deposits or post bond with the superior court clerk. If kept in escrow, the landlord must give tenants written notice about the location of the security deposit.
- Transfer of Deposit: If someone new buys the property, the former owner must either transfer the deposit to the new owner, who becomes responsible for it, or the old owner must refund the security deposit to the property's tenant. If the old owner fails to take either of these actions, the tenant can sue to recover the security deposit. Before filing a lawsuit, the tenant should write to the old and new owners requesting information on the security deposit.
- Refundable Deposit: Advance rent deposits that are refundable under the lease may be considered part of the security deposit. Application fees or deposits to hold an apartment until the lease is signed are not considered security deposits and usually are not refundable. Pet deposits may be refundable under the security deposit or may be separate non-refundable fees, depending on the terms of the lease.

Using AI

Potential tenants can copy and paste their unsigned lease into free artificial intelligence programs, like ChatGPT, and ask to highlight important or potentially unfavorable lease terms. This should NOT substitute for reading the entire lease or consulting an attorney if necessary.

- **Move-in Inspection.** A formal move-in inspection process is required for landlords who own more than ten (10) rental units, including units owned by their spouse and/or children, or who employ a management agent. During the inspection, you and the landlord will agree on existing damage to the property, so you are not charged for existing damage when you move out. Unless the landlord owns fewer than ten (10) units and does not contract with a management agent, the landlord must give you a complete list of the existing damage before accepting the security deposit and the tenant must be allowed to inspect the unit to determine if the list is accurate. Both you and the landlord must sign the list, and the tenant should keep a copy. Additional information on move-out inspections is discussed on page 15.

CAUTION!

The landlord will *not* be responsible to repair problems with your unit that were obvious during the move-in walk-through unless those problems make the unit unsafe or uninhabitable. Inspect your rental thoroughly and request needed repairs during move-in.

- **Promised repairs**. During inspection, if you would like something repaired, you should get the landlord to agree to the repair in writing. If the landlord only *orally* agrees to a repair, then later denies the promise, you will have to convince a judge of the oral agreement and ask the judge to enforce it.
- **Name and address of the property owner or authorized agency.** You must receive the name and address of the property owner or authorized agent to receive legally required notices, and you should receive the name and address of the property manager at the time the lease is signed. If any changes to names or addresses occur during the lease term, the landlord should give you notice within 30 days by mail or posting it in a common area.
- **House Rules.** House rules outline what is expected from you regarding behavior and responsibilities. Common house rules include rules governing noise, quiet hours, and guests. A lease may allow the landlord to terminate the lease or evict a tenant for violating its house rules. Before signing the lease, ask for a copy of any house rules and read them carefully. You can discuss the rules with the landlord before signing the lease.

What should be in a lease?

- ✓ Names of the tenant, the landlord or the landlord's agent, and the person or company authorized to manage the property;
- ✓ Description of the unit, identifying the appliances included in the unit, and heating and cooling sources;
- ✓ Description of the real property (if a single-family home);
- ✓ How long the lease is and when it ends;
- ✓ Amount of rent and rent payment due date, including any grace period, late charges or returned check charges;
- ✓ How the tenant will deliver rent to the landlord and whether payment may be made by check, money order, cash, or other payment method;
- ✓ How to terminate the lease before it ends, including any early termination fees;
- ✓ Security deposit amount;
- ✓ How and when utilities will be paid (for example, does the landlord or tenant pay?);
- ✓ Amenities and common facilities available for the tenant's use (washer and dryer, swimming pool, communal areas, etc.);
- ✓ House Rules, including, for example, pets, guests, noise, and consequences for rule violations;
- ✓ Parking available for the tenant's use if provided;
- ✓ Pest control if provided, including how often it will occur;
- ✓ Handling of tenant repair requests, including emergency requests; and
- ✓ Circumstances allowing the landlord to enter the rental unit, including notice requirements.

Issues During a Lease

1. **Repairs and Maintenance**: Residential landlords have a duty to keep a unit in good repair and in a safe and habitable condition.

   The landlord must:

   - Maintain the building structure;
   - Keep electric, heating, cooling, and plumbing in working order; and
   - Exercise ordinary care to keep the unit safe for tenants.

   Unless the lease says something else, the landlord is not responsible for:

   - Problems that were obvious during the move-in inspection, unless the problems make the unit unsafe or uninhabitable;
   - Carpet cleaning; or
   - Providing appliances,[7] or fences (EXCEPT, if a landlord already provided these. Then, the landlord IS responsible for repairing them).

Notice of repair required!

You must give prompt notice to the landlord of any problem(s) needing repair and written notice is best.

Notice must follow the requirements in the lease.

What if a landlord fails to repair within a reasonable time[8] after receiving notice of the issue(s)?

- **File a lawsuit.** A judge may make the landlord pay for damages caused by the landlord's failure to repair if the landlord had notice of certain problems on the property and had the opportunity to repair them but nonetheless failed to do so. Injured tenants may sue the landlord for damages caused by the failure to repair or, if the landlord sues you, counterclaim for damages due to the failure to repair.

- **Repair-and-deduct.** Tenants can have a qualified and licensed professional make the required repair at a reasonable cost and subtract the cost from future rent payments. Tenants should:
  - Notify the landlord in writing that they plan to use the repair-and-deduct remedy before arranging for the repair to be done;
  - Get estimates from multiple vendors and keep copies;
  - Ideally get the landlord to agree to the cost before beginning the repair**;**
  - Keep copies of repair receipts and ask the professional for a statement detailing the work performed, what was fixed; and
  - Subtract the repair costs from the next rent payment.

  CAUTION! Landlords can argue the repair was unnecessary or completed at an unreasonable cost. You cannot use repair and deduct to repair common areas.

CAUTION!

Even if the Landlord fails to make repairs, you generally *must continue to pay rent*. If you do not pay rent when it is due, the landlord can begin the eviction process.

- **Contact the local, county, or city housing code inspector.** Landlords must comply with local housing codes during the lease. If the county or city government condemns the leased property and prohibits residential use, you can treat the landlord as having broken the lease and move out. Before

[7] Georgia law does not require landlords to supply appliances such as refrigerators or stoves, but local ordinances may.
[8] Reasonable time is fact specific and is determined by the seriousness of the condition and the nature of the repair.

moving, tenants should have proof that the property was condemned and write to the landlord declaring the lease in default.

It is **ILLEGAL** for a landlord to evict you or otherwise retaliate against you for requesting a repair or calling code enforcement. However, you should be aware that contacting a code inspector might further strain your relationship with the landlord and therefore this should usually be done after you have tried to negotiate with your landlord to get necessary repairs. There is more information on landlord retaliation on pages 16-17.

- **Move out.** Sometimes the landlord's failure to repair can make the unit unfit to live in. In that case, the landlord's failure to repair may be a breach of the landlord's duty to keep the unit habitable and in good repair. This may be considered a "**constructive eviction**," which means you do not have to pay rent.

  Constructive eviction is **rare** and requires that:
  1. The landlord's failure to keep the unit repaired has caused the unit to become an unfit place for the you to live;
  2. The unit cannot be restored to a fit condition by ordinary repairs; and
  3. You move out of the premises.

  For example, constructive eviction may occur if a landlord makes no attempt to repair a massive roof leak, resulting in the unit completely flooding when it rains. An unfixed leak in one faucet would not be constructive eviction because you can still live in the property, but you may have other remedies for the failure to make repairs as described earlier.

  CAUTION! If you abandon the unit by moving out and you do not have a defense of constructive eviction, the landlord may:
  1. End the lease;
  2. Find another tenant while still holding you responsible for any money owed on your remaining lease term; or
  3. Leave the unit empty and continue to collect rent from you according to the lease.

- **Other Damages.** If the landlord repairs in a reasonable time, you generally cannot recover money in court for temporary loss of a part of the unit or personal property damage, unless the damage is caused by the landlord's previous failure or delay to repair.

  NOTE: However, you may still ask the landlord to pay for your loss and inconvenience. The property owner(s) provides a service, and you are the customer. An owner of a well-run property should want to maintain good tenant relationships and ensure that the tenant will remain until the lease expires. Consider negotiating for a future rent credit instead of cash out of pocket. Use common sense and be reasonable when approaching the landlord seeking compensation.

Can a tenant change the locks?

Typically, the lease will say that the tenant cannot change locks without the landlord's permission. If the lease is silent about changing locks, then technically you may change locks but you must give the landlord new keys when you move out and follow any other lease terms about giving the landlord access to the property.

- **Landlord is not paying the utility bills?** *If the landlord pays the utilities under the lease*: Landlords receiving electric service from a Public Service Commission-regulated electric provider (example: Georgia Power or Savannah Electric Power) have special rules that require the power company to give tenants at least five (5)

days written notice prior to turning off the utility. The notice must be handed to at least one adult in each unit or posted in a very visible place on the premises when personal delivery is not possible.

The electricity provider is required to accept payments from you for your portion of any past due amounts and must issue receipts to you explaining that their payments will be credited to the landlord's account. If you are seriously ill or the electricity will be turned off when the weather is extremely hot or cold, you may be able to ask the company for a later cutoff date.

NOTE: During an eviction case, it is illegal for a landlord to knowingly and willfully turn off utilities (heat, cooling, light, and water service) until after the judge makes a final decision.

- **Visitors' and Tenants' Use of the Rental Unit.** You have the right to use, occupy, and enjoy the leased unit as the lease describes.

  - **Visitors.** Unless the lease says you cannot, you may have visitors as long as they do not disrupt other residents. But, you should: (1) not allow visitors to spend the night too many times in a row or receive mail or deliveries at the unit without the landlord's permission, because if it appears the visitor is living at the unit it may violate the lease; and (2) follow any rules in the lease about how many people can be there (sometimes called "occupancy limits").
  - **Pets.** A violation of pet rules may allow the landlord to terminate the lease and try to evict you. Even if the landlord previously did not enforce the lease's pet rules, the landlord can change their mind and give notice of their intent to enforce the rules. If the lease permits pets, the landlord cannot decide to prohibit pets until a new lease begins. If you have a tenancy-at-will, the landlord can terminate the tenancy-at-will with 60 days' notice and start a new tenancy-at-will without pets.
  - **Noisy Neighbors.** If you have noisy or disruptive neighbors, you should contact the landlord. The police should only be contacted as a last resort. If the landlord continually refuses to address the problem, you can ask to end the lease or transfer to another unit, which a landlord should allow if the other tenants' behavior would be considered disruptive to an ordinary, reasonable person.
  - **Altering the Unit.** Generally, you *cannot* substantially or permanently alter leased property without the landlord's permission. You can make minor changes, but it is best to get written approval from the landlord to avoid issues later about what counts as a minor alteration. You must put everything back to the same condition it was in when you moved in, subject to normal wear and tear. *Example:* There is a tree you are worried about on the property. You do not have the right to cut or destroy growing trees or make similar permanent changes to the property.

- **Landlord Access to the Rental Unit.** The lease will establish under what conditions a landlord may enter a unit. Typically, most leases say that the landlord can have reasonable access after giving notice. If the landlord enters at unreasonable times, like in the middle of the night, the landlord may be in breach of the lease. If the lease does not give the landlord the right to enter the unit, you can legally refuse to allow the landlord to come in, except in cases of emergency. The best practice is for tenants and the landlord to agree about when and how the landlord can access the rental.

- **Right to Access Landlord's Files.** You do not have a legal right to demand access to the landlord's files unless you are in a lawsuit and use the court discovery process to request the file. But, the landlord should be willing to let you view a copy of the lease upon request.

- **Changes to Lease Terms.** Changes to a lease must adhere to certain rules.

  - Rent can only be increased during a lease if the lease says that may happen. The terms of the lease determine whether or not a landlord can raise rent and how often they can do so.
  - If the apartment complex changes owners, the new owners are generally subject to existing leases and cannot raise rents or change rules.
  - If you are a tenant-at-will, the landlord must give 60 days' notice of any rent increases, and after 60 days you would begin a new tenancy-at-will with the new rent amount.

2. **Subletting**: A person who leases a unit from the original tenant is called a "subtenant." This is called "subletting." The lease determines whether the original tenant can sublet to a subtenant. Often, subletting requires the landlord's permission.

   A subtenant has the right to use and occupy the rental property from the original tenant and not directly from the landlord. The subtenant may pay rent directly to the landlord but the original tenant remains responsible to the landlord for the rent and any damage caused by the subtenant.

   However, the landlord may choose to treat the subtenant as his tenant, either expressly or implied from the landlord's acts and conduct. However, mere acceptance of the subtenant's rent does not mean that the landlord has chosen to treat the subtenant as his tenant and release the original tenant.

3. **Ending a Lease:**

- **<u>Early Termination.</u>** The landlord and tenant may only end a written lease according to its terms, with limited exceptions for military service members or if a tenant is fleeing family violence. If the tenant terminates the lease or abandons the property in a way the lease or law does not allow, they may owe the landlord money.
  - **Early Termination Fees.** A lease may require the tenant to pay certain fees for ending the lease early. Early termination fees will be allowed if (1) the landlord's damages caused by the early termination are difficult or impossible to estimate accurately, (2) the tenant and the landlord intend the fees to cover damages and not penalize the tenant for leaving, and (3) the fees are a reasonable estimate of the landlord's damages caused by early termination. If these requirements are not met, a judge may say that the early termination fee is not allowed.
  - **Duty to Continue Paying Rent.** In Georgia, if the tenant abandons the unit or terminates the lease early without the landlord's permission or a legal exception, the landlord does *not* have to find another tenant or allow another person to lease the unit. Unless the lease says otherwise, the landlord can allow the unit to remain empty and hold the tenant responsible for rent through the end of the lease. This rule applies unless the landlord accepts the tenant's leaving. For example, if the landlord retakes possession of the unit and re-rents it or allows others to live in it, he cannot hold the tenant responsible for future rent owed. But, the landlord does not accept the tenant leaving just by accepting the keys or by entering the property.
  - **Family Violence and Stalking Exception.** In Georgia, there are some instances in which a tenant can terminate their lease with thirty (30) days notice to their landlord if they have a court order for the protection of the tenant or their minor children. More information about family violence and stalking protection is on page 23.
  - **Military Service Members.** A tenant may have more flexibility to relocate and terminate a lease early based on military orders. More information about the Service Members Civil Relief Act is on page 22.

<u>Ending a Tenancy-at-will</u>

For a tenancy-at-will, the landlord must give the tenant sixty (60) days' notice telling them to leave. If the landlord is willing to allow the tenant to remain but wishes to change the rent, the tenant must be given sixty (60) days' notice to start a new tenancy-at-will with the new rent amount. A tenant can end a tenancy-at-will by giving the landlord thirty (30) days' notice.

- **<u>End of the Lease Term</u>:** When the initial lease term is over, the lease can renew, extend, or end at the end of the lease term depending on what the lease says.
  - **Renewal.** A lease may allow you to renew by signing a new lease. If the lease permits, you must give the landlord written notice of intention to renew the lease. If you do not timely renew the lease, the landlord may treat the lease as expired at the end of the term and take back the rental property.

- **Extension.** A lease may allow you to stay longer under the same lease provisions if it has automatic extension language. The lease may allow automatic extension at the end of the current lease without signing a new lease unless you give notice that you want to leave. If the lease allows that, and you do not notify the landlord that you plan to leave, you could end up responsible for another lease term.
- **Termination.** If the lease expired without being renewed or extended, the landlord can take back the rental property. If you refuse to vacate the property after the lease expires, the landlord can require that the tenant immediately sign a new lease with new terms or leave. If a new lease is not signed, and the landlord continues to accept monthly rent, a tenancy-at-will is created with the terms of the original lease. The landlord would then be required to give sixty (60) days' notice before they can terminate the lease or change the terms, and the tenant(s) must give thirty (30) days' notice before leaving.

If you want to stay in the unit, read the lease to find out how to renew or extend the lease. A landlord can choose not to extend the existing lease or decline to offer a new lease. A private landlord is not required to give a reason for refusing to extend or renew a lease unless the lease requires a reason, as long as the landlord does not violate discrimination laws. If you and the landlord cannot reach an agreement on a new lease or extension, you should plan to move when the lease ends.

4. Move-Out and Security Deposit

- **Move-out Inspection.** Landlords who own more than ten (10) rental units, including units owned by their spouse and/or children, or who employ a management agent, must provide a formal inspection of the unit on move-out or give back the tenant's security deposit.
- Within three (3) business days after the lease terminates, or a reasonable time after the landlord discovers that you left, the landlord must inspect the unit and prepare a list of all damage and the estimated dollar value of such damage. The landlord must sign the list and provide it to you.
- You may inspect the unit within five (5) business days after the termination. Tenant(s) must sign the move-out inspection list or specify in writing the items they disagree with. It is best to be present at the move-out inspection with the landlord.
- If you agree with the damage listed on the move-out inspection list, you cannot contest the landlord's keeping the security deposit to cover the damage. Therefore, it is very important to carefully read through the move-out inspection report.

- **Deductions from the security deposit.** The landlord *cannot* keep the security deposit to cover normal wear and tear that occurs as a result of you using the property for its intended purpose. Normal wear and tear includes the expected slight damages that happen over time from the tenants' or guests' ordinary use of the unit. But, the landlord may keep part of the security deposit for:
  - Damage caused to the premises by you, members of your household, pets, or guests, that is done on purpose, by accident, or due to carelessness;
  - Unpaid rent or late charges;
  - Unpaid pet fees;
  - Unpaid utilities that were the tenant's responsibility under the lease; or
  - Damage to the landlord caused by early termination.

- **Repair or replacement amount.** The repair or replacement amount should be based on the condition of the unit when the tenant moved in. For example, if a tenant damaged a ten-year-old carpet to the extent that it can no longer be used, the tenant should be charged for the value of the ten-year-old carpet and not for the cost of the new replacement carpet. Amounts withheld must be reasonable.

- **Damages exceed the security deposit**. The landlord can sue you for the cost of damage exceeding the amount covered by keeping the security deposit amount.

- **Returning the security deposit.** All landlords, regardless of the number of units owned, must return the security deposit within thirty (30) days after termination of the lease or the date that the tenants leave the remises, whichever occurs last. If the security deposit is held because of damage to the unit, the landlord must send the tenants notice within thirty (30) days identifying the damage, the estimated dollar amount of the damage, and a refund, if any, of the difference between the security deposit and the amount withheld for damages.

  What if the landlord does not know your new address? The security deposit and any statement of damages must be mailed to the last known address even if that is the vacated rental property. If it is returned as undeliverable and the landlord is unable to locate you after a reasonable effort, the security deposit belongs to the landlord ninety (90) days after it was mailed.

- **Wrongfully withheld security deposit.** If the landlord refuses to refund the security deposit, you may try to get the security deposit back by suing in court in the county where the landlord resides or where the landlord's designated agent for service resides. You may also sue for interest on the amount while it was wrongfully withheld, attorney fees, and the cost of filing the lawsuit. You can only recover amounts held by the landlord for damages that you disagreed with and noted on the move-out inspection list. The court will most likely not allow tenants to get back the cost of repairing items listed as damaged on the move-out inspection list and not disputed. A landlord who owns more than ten units or uses a management agent can be liable for three (3) times the amount that was withheld plus attorney fees, unless the withholding was a mistake that occurred despite the landlord making efforts to avoid a mistake.

5. Landlord retaliation: In Georgia, landlords cannot retaliate against tenants who request repairs or take other actions related to life, health, safety, or habitability of the rented property.[9]

Protected tenant actions. The following tenant actions are protected from retaliation under certain conditions:

- Asking the landlord to repair the property;
- Establishing, attempting to establish, or participating in a tenant organization to address safety or health concerns at the property;
- Filing a good faith complaint with a government entity about the landlord's violation of a housing or building code; or
- Attempting to enforce a right or remedy under the lease or permitted by law;

Landlord retaliation presumed in some cases. If the landlord takes any of the following actions within three (3) months of the tenant's protected action(s), then the law presumes the landlord was retaliating, unless the landlord can rebut the presumption by showing a lawful non-retaliatory reason for their action:

- Filing a dispossessory (eviction) action;
- Depriving the tenant access to the property;
- Reducing services to the tenant;
- Increasing the rent;
- Terminating the written or oral lease;
- Interfering materially with the tenant's rights under the lease.

Landlord's permitted actions. Not all landlord actions are considered retaliatory. The law permits the landlord to take the following actions, even if they are done within three (3) months of the tenant's permitted action(s):

- Increasing rent or reducing services under terms permitted in a written lease;

[9] **O.C.G.A. § 44-7-24.**

- Increasing rent or reducing services as part of a pattern of service reductions for the residential complex or according to a state or federal housing program;
- Filing dispossessory (eviction) or terminating the lease because:
  - The tenant is behind on rent;
  - The tenant, member of the tenant's family, or a guest intentionally damages the property or threatens the personal safety of the landlord, landlord's employees, or another tenant;
  - The tenant breaches the lease by committing serious misconduct or criminal acts;
  - The tenant holds over and stays after the tenant gives notice of termination or intent to vacate, or after the landlord gives notice of termination at the end of a written lease's rental term.

Retaliation remedies. If a retaliation claim is successful, the tenant may recover one (1) month's rent plus $500.00, court costs, and possible attorney fees minus any balance owed to the landlord.

Evictions

In Georgia, landlords cannot kick out a tenant or prevent a tenant's access to a unit without first going through the court dispossessory process, commonly known as eviction. Self-help evictions by the landlord are illegal, even if you have violated the lease. *During the eviction process, you are allowed to remain in the property with active utilities until there is a court decision.*

Reasons for Eviction A tenant can be evicted for not paying rent, for failing to move out at the expiration or termination of the lease, or for violating the lease.

If the landlord tries to evict a tenant for not paying rent, the tenant has seven (7) days once dispossessory is served to "tender" or pay the rent and any fees owed, plus court costs. This is a complete defense, meaning that if the money owed is paid, the landlord cannot evict the tenant, **but** the tenant may only use the tender defense with the landlord once in a 12-month period.

Eviction Notice

Read the lease. The first step when facing or pursuing eviction is to read the lease. The landlord must comply with lease terms regarding notice and termination.

Demand for possession. The landlord must demand that the tenant give up possession and leave. This demand does not need to be in writing, unless the reason to evict is unpaid rent, and there is no "magic language" that the landlord has to use. The landlord can orally ask the tenant to leave but may have trouble proving when notice was given without a written record. The landlord should keep track of how and when service of the demand was made.

A demand should be dated, list the name of the tenant and premises, and may state: "You [tenant] are notified that you have violated or failed to perform terms of the Lease as follows: _____. You must surrender possession and vacate the premises within ____ days after service of this notice."

Notice of failure to pay rent. At least three (3) business days before a landlord files dispossessory for the tenant's failure to pay rent or fees, the landlord is required to give the tenant a written notice to pay the back rent and fees. The notice can be served on the tenant by any method provided in the lease or posted in a sealed envelope on the door of the unit.

Eviction Process: There are necessary steps in the dispossessory court process the landlord must follow before the court will order a writ of possession evicting the tenant from the property.

1. **File a dispossessory affidavit under oath**. If the tenant refuses or fails to leave, the landlord can file a dispossessory affidavit under oath in magistrate court[10] in the county where the rental property is located. The affidavit should state: (1) the name of the landlord, (2) the name of the tenant, (3) the reason the tenant is being removed, (4) verification that the landlord demanded possession of the property and was refused, and that the three day notice of failure to pay rent was provided (if appliable), and (5) the amount of rent or other money owed (if any).

   NOTE After filing a dispossessory action based on nonpayment of rent, the landlord will not accept rent from you because they do not want to give you a defense to the eviction. But, the landlord can request that the court order you to pay rent to the court if the eviction process takes longer than two (2) weeks before a final decision from the court. The amount due can be shown by attaching a copy of the lease or evidence of past payments.

   NOTE In Georgia, the landlord can request a distress warrant to seize the tenant's property to get payment of rent when it is due if the tenant seeks to remove their property from the premises.

2. **Service of the dispossessory affidavit on the tenant**. After the landlord files the dispossessory affidavit, it must be legally delivered on the tenant.

   In most counties, the sheriff will serve you. There are three ways a summons can be served:

   (1) Personally delivered;
   (2) Delivered to a competent adult who resides in the unit; or
   (3) *Most Common* Tacked on the door of the home and sent by first class mail to the tenant's address ("tack and mail"). The date stamped on the envelope, which shows when it was mailed, should *be the same* as the date it was tacked on the door. If the date is not the same, the tenant may be able to assert insufficient service. Tack and mail service is only acceptable if no one was at home when the sheriff tried to provide personal service. If the dispossessory affidavit was served by tack and mail, and the tenant did not file an answer or appear in court, the court can still order the tenant to move, but the court cannot award rent or other money damages to the landlord.

3. **Tenant Answer.** The summons served on the tenant should require a response either orally or in writing within seven (7) days from the date of service. If the seventh day is a Saturday, Sunday, or legal holiday, the answer must be filed on the next day that is not a Saturday, Sunday, or legal holiday. If a tenant does not

Tender Defense

Tenants may be able to avoid eviction if they pay all rent and fees the landlord alleges they owe plus court costs. The amount the landlord alleges the tenant owes should be on the dispossessory affidavit (eviction notice). After receiving the dispossessory, tenants have seven (7) days to pay off the amount.

If the landlord accepts, the tenant must file an answer to the court within the seven (7) days, saying that the landlord accepted payment. If the landlord refuses to accept payment, the tenant should file an answer stating that tender was offered but refused (you offered to pay, but the landlord refused to accept). If a court finds the landlord refused a proper offer, the court can order the landlord to accept payment and allow the tenant to remain at the property if the tenant makes payment within three (3) days of the court's decision.

The tenant may only use the tender defense with the landlord once in a twelve (12) month period.

[10] Dispossessory actions are usually filed in magistrate court because that court can be easier to navigate and may move more quickly, but can also be filed in state or superior court, or in some municipal courts. Some magistrate courts have their own websites, and a few allow filing of dispossessory affidavits online. To find courts in your area see https://georgiacourts.knack.com/gcd2/#home/.

answer the eviction notice within seven (7) days, the court can evict the tenants and will send the sheriff to remove the tenant from the property.[11]

Answering the summons is necessary to claim any defenses: The answer is the tenant's chance to explain why the landlord is not legally entitled to evict.

- What to include in the answer: The answer must contain any defenses you have against eviction and any counterclaims against the landlord. If the tenant doesn't include defenses or counterclaims, you may not be able to bring them up later in court. A **counterclaim** is any claim the tenant may have against the landlord for not meeting their duties as a landlord. For example, the tenant may claim the landlord failed to make repairs and personal property was damaged as a counterclaim.
- The tenant can also file in the answer: The answer can seek foreseeable damages caused by the wrongfully-filed eviction, such as time spent filing an answer, work hours missed, travel expenses, and attorney fees.
- Answer with truthful statements**:** Be sure that everything in your answer is true because purposefully making a false statement in a court filing can be a crime or cause the court to disregard your answer.
- What happens after filing an answer: Where an answer has been filed, even if it does not contain a legal defense, the clerk must treat it as an answer until a judge determines otherwise. Before a judge can throw out an answer as legally inadequate, the tenant must be given notice and opportunity for a hearing on whether the answer has legal merit.

NOTE: If the case cannot be decided within two (2) weeks of when the tenant was served, the tenant must pay the court past rent owed and future rent as it becomes due. Failure to pay will result in an eviction.

4. **Hearing.** If the tenant files an answer stating a valid defense, a hearing on the issue(s) will be held, usually within seven (7) days. Once a hearing is held, the court will issue its decision. If the tenant does not raise a valid legal defense, the court may dismiss the answer and evict the tenant without a hearing.
5. **Writ of possession.** If the court rules in the landlord's favor, the landlord should request a writ of possession that requires the tenant move after seven (7) days and pay past rent owed. The writ is a separate document from the court's order. Once a writ of possession is issued, the following occurs:

No court hearing?

The tenant may not get a hearing if the tenant did not file an answer and assert valid defenses. Therefore, a tenant should make sure to assert all valid defenses in their answer and not wait to raise issues at the hearing.

- Generally, the sheriff will supervise the landlord's removal of a tenant who refuses to leave the property. The landlord is responsible for the cost of eviction.
- When a tenant's personal property is removed, it must be placed on some portion of the landlord's land. If the landlord and officer executing the warrant agree, the property may be placed on land other than that owned by the landlord, such as the sidewalk or street. The landlord must use reasonable care in removing the property, but once removed, the landlord cannot be held liable for anything that happens to the tenant's private property. If the landlord transports the property elsewhere or leaves it in the unit, they may be sued by the tenant for taking the property.
- Once judgment has been entered in the landlord's favor, the tenant can still be removed even if the tenant pays the landlord.

[11] Tenants cannot appeal a default judgment. In other words, if the tenant fails to respond to the eviction notice, the tenant will not have an opportunity to reverse judgment against him or her.

- The general rule is that when a landlord evicts a tenant and takes possession of the property, the lease is terminated and the tenant does not owe future rent.

Appeals:

- A landlord can appeal within seven (7) days from the date judgment was entered by the court. A request for jury trial must be within thirty (30) days from the filing of the appeal. It is wise to consult an attorney when considering an appeal.
- A tenant can appeal within seven (7) days from the date judgment was entered by the court. To file an appeal, the tenant must pay court costs or obtain a court order that costs are not owed. A tenant who cannot afford to pay court costs to file an appeal can ask that the court waive payments by filing a "pauper's affidavit" or "affidavit of poverty."
- An appeal prevents a writ of possession from being executed. **If the tenant wants to continue living in the unit while the appeal is pending, they must pay the court all rent and fees due according to the judge's order.** If the tenant cannot pay the rent amount, they can still appeal, but must vacate the unit. The court may also order the tenant to pay into court the future rent as it comes due while the appeal is pending. If the tenant fails to pay, the court will order that the tenant leave the property.

Legal Resources

Finding a lawyer. Landlords and tenants can search for Georgia lawyers who work with landlord-tenant law by using the State Bar of Georgia's Find a Lawyer feature: https://www.gabar.org/forthepublic/findalawyer.cfm. You can also use the membership directory to confirm that a person offering legal help is licensed to practice law in Georgia and is a member in good standing: https://www.gabar.org/membership/membersearch.cfm.

No-cost legal services. There are two civil legal services agencies in Georgia and some non-profit programs that offer no-cost legal services to seniors or low-income tenants. Their selection criteria vary and they are limited in the number of cases they can accept. Therefore, not every senior or low-income tenant will be able to obtain free legal help. You should contact the legal service program(s) in your area for more information.

- **Georgia Legal Services Program** provides free legal services in all 154 Georgia Counties outside of Metro Atlanta through 10 regional offices. See https://www.glsp.org/ or call 1-833-GLSP-LAW (1-833-457-7529)
- **Atlanta Legal Aid Society** provides free legal services in five Metro Atlanta Counties (Fulton, DeKalb, Cobb, Gwinnett, and Clayton). See https://atlantalegalaid.org/ or call:
    - Fulton/Downtown office - 404-524-5811
    - Clayton and S. Fulton office - 404-669-0233
    - Cobb County office - 770-528-2565
    - DeKalb County office - 404-377-0701
    - Gwinnett County office - 678-376-4545
    - Georgia Senior Legal Hotline - 404-389-9992 (60 or older)
- **Atlanta Volunteer Lawyers Foundation** a non-profit organization that provides free legal assistance in Atlanta in landlord-tenant and domestic violence cases. See https://avlf.org/.

Other legal assistance. https://www.georgialegalaid.org/ is a free service of the Georgia Legal Services Program and Atlanta Legal Aid Society the offers self-help advice, articles, and videos on many legal issues. It includes a section for renters and homeowners.

Some local bar associations and courthouses have free pro bono or self-help legal programs that offer assistance in landlord-tenant cases. In addition to the resources listed, you should research additional services in your community.

Housing Assistance and Affordable Housing

Housing assistance is available to some low-income Georgia tenants through state, local, and private non-profit programs. The section includes information about some of these programs, but tenants should also research programs in their area.

Georgia Housing Search website. http://www.georgiahousingsearch.org/ is free service that lets people search for rental property that fits their needs. In addition to the website, a toll-free bilingual call center is available at 1-877-428-8844, M-F, 9:00 am - 8:00 pm EST.

The Housing Choice Voucher Program. The Georgia Department of Community Affairs (DCA) administers a federal assistance program that helps certain individuals and families afford safe and decent housing. The Housing Choice Voucher Program, formerly known as the Section 8 Housing Program, administers rental assistance vouchers designed to pay a portion of the monthly rent payment of eligible households. Tenants with housing vouchers pay no more than 30% of their monthly adjusted income in rent, and DCA pays the remainder of the rent directly to the landlord. Applications are only accepted when the DCA waitlist application is open. If an applicant applies while the waitlist is open and they are eligible, they are entered into a lottery to obtain a voucher. Both landlords and tenants interested in the program can learn more, and tenants can check the waitlist status, at https://www.dca.ga.gov/safe-affordable-housing/rental-housing-assistance/housing-choice-voucher-program-formerly-known or by calling 470-802-4707.

NOTE: DCA does not administer the voucher program in 10 counties including: Bibb, Chatham, Clayton, Cobb, Dekalb (Decatur), Fulton (Atlanta), Glynn, Muscogee, Richmond and Sumter. In those counties, the program is administered by that county's housing authority.

Subsidized Apartments. Many local housing authorities in Georgia have subsidized apartments or other housing assistance available to low-income tenants. You may search for subsidized apartments and rental help at https://www.hud.gov/states/georgia/renting,

Other Assistance Programs

United Way offers an online guide to local resources that can provide rental assistance. Individuals can search their address to find agencies that provide rental assistance. Some agencies target specific populations and have eligibility criteria. https://www.unitedway.org/local/united-states/georgia#

Salvation Army provides emergency financial assistance including for rent and utility payments (for Georgia Power customers) through Project Share. https://southernusa.salvationarmy.org/georgia/project-share/

The Georgia Low Income Home Energy Assistance Program (LIHEAP) through the Georgia Department of Family and Children Services assists low-income Georgians with home energy bills.
https://dfcs.georgia.gov/services/low-income-home-energy-assistance-program-liheap

Miscellaneous

Military Service Members as Tenants. Active members of the military have protection under state and federal law. The Service Members Civil Relief Act ("SCRA"):

Affords some relief if military service makes rent payment difficult. Before a court can evict, it must find that the service member's ability to pay rent was not materially affected by their military service. "Material effect" is when the service member does not earn sufficient income to pay the rent. If the member's ability to pay was materially affected, the court may postpone the eviction for up to ninety (90) days unless the court decides a shorter or longer period is in the interest of justice. The military member or their dependents must request this relief. There is no requirement that the service member signed the lease before entering active duty.

This rule applies when: (1) The landlord is attempting eviction when the service member is in military service or after being ordered to report to duty; (2) The rented premises is used for housing by the spouse, children, or other dependents of the service member; and (3) The agreed rent does not exceed a certain maximum (as of 2023: $ $9,106.46 per month, subject to change).[12]

The SCRA provides an option to postpone court proceedings. If service members are unable to appear in court or at an administrative proceeding due to their military duties, they may postpone the proceeding for a mandatory minimum of 90 days. The request must be in writing and (1) explain why current military duty materially affects the service member's ability to appear; (2) provide a date when the service member can appear; and (3) include a letter from the commander stating that the service member's duties preclude their appearance and that they are not authorized to take leave at the time of the hearing. Further delays may be granted at the court's discretion. If the court denies additional delays, an attorney must be appointed to represent the service member.

The SCRA allows default judgments to be set aside. If a default judgment is entered against a service member during their active-duty service, or within 60 days thereafter, the service member may reopen the default judgment and set it aside. The service member must show that they were not harmed by not being able to appear in person and that they have good legal defenses to the claims against them.

The SCRA permits relocation and early lease termination. Service members may terminate leases without penalty that were entered into before entering military service or while in military service and that were occupied or intended to be occupied by the service member or their dependents. The service member must deliver written notice of termination to the landlord and a copy of the military orders. If the lease provides for monthly payment of rent, the lease is terminated effective 30 days after the first date on which the next rental payment is due after giving notice. For example, if notice is given on March 15, the next rental payment is due April 1, so the lease is terminated effective May 1.

Georgia law allows a service member who meets certain requirements to terminate a lease entered into on or after July 1, 2005 by giving the landlord a 30 day advance written notice of termination.

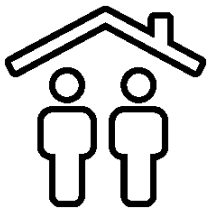
[12] More information about the SCRA can be found at: https://www.military.com/benefits/military-legal-matters/scra/scra-rental-and-eviction-protection.html.

Family Violence and Stalking Protections. Both Georgia law and the federal Violence Against Women Act (VAWA) provide protections for tenants who are victims of family violence or stalking (including women, men, and children):

Early lease termination. Georgia law allows tenants to terminate their leases early when a (a) civil family violence order, (b) civil stalking order, (c) criminal family violence order, or (d) criminal stalking order has been issued to protect the tenant or their minor children.[13] The tenant must provide the landlord with a copy of the family violence order, and give the landlord thirty (30) days notice before the lease is terminated.
Additional Protections for Tenants. VAWA provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. Protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. VAWA prohibits discrimination in admission to or assistance in a covered housing program if you or a member of your household has been a victim of violence/abuse. These protections can include the right to report a crime and seek law enforcement assistance for you or another, an emergency transfer to another housing unit, or lease bifurcation to remove the abusive household member. HUD provides more information about VAWA and a complaint process if you believe your rights under VAWA have been violated[14]. Also, the Georgia Department of Community Affairs (DCA) provides information about tenants' rights under VAWA[15].

For help and advice on escaping an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or, for persons with hearing impairments, 1-800-787-3224 (TTY).

Roommates. If you plan to rent a unit with a roommate(s), be aware of the following:



- Each roommate in a tenant relationship with the landlord can be held responsible for the *full* amount of the rent due, unless the lease describes otherwise. This may be described in your lease as "joint and several" liability. For example, if all the roommates sign the lease and one moves out, the others will be responsible for the full rent. However, if you end up paying more than your share of the rent, you can sue your former roommate to recover the difference.
- Landlords collect money from tenants who actually signed the lease agreement. Roommates who did not sign the lease are not liable to the landlord unless the landlord accepted payment from the roommate or their other actions established a landlord-tenant relationship.
- Security deposits are usually divided equally among the tenants. Landlords should try to spell out the terms of the security deposit in the lease.
- Landlords do not have legal means to step in and resolve roommate disputes unless there is a lease violation or criminal act.

Lead Based Paint Disclosures. Landlords who rent units built before 1978 must disclose the presence of all known lead-based paint and lead hazards in the rental unit and common areas, unless the property is determined to be free of lead-based paint by a state-certified inspector. Lofts, studios, or short-term leases of less than 100 days are exempt.

Landlords must:

[13] O.C.G.A. § 44-7-23.
[14] https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA
[15] https://www.dca.ga.gov/safe-affordable-housing/rental-housing-assistance/housing-choice-voucher-program-formerly-known-15

- Give the future tenant an Environmental Protection Agency (EPA) approved pamphlet entitled "Protect Your Family from Lead in Your Home" on how to identify and control lead-based paint hazards.
- Disclose any known information concerning lead-based paint or lead hazards. The landlord must also disclose the location of the lead-based paint and/or lead hazards and the condition of the painted surfaces.
- Provide any records and reports on lead-based paint and/or lead hazards that are available to the landlord. For multi-unit buildings, this requirement includes records and reports concerning common areas and other units when such information was obtained after a building-wide evaluation.
- Include a Lead Warning Statement and language in the lease or as a lease attachment that confirms that the landlord has complied with all notification requirements. Landlords, agents, and tenants must sign and date the statement.
- If a child under the age of six (6) is found to have lead poisoning and resides in a dwelling with lead hazards, the owner must take steps to reduce the lead hazards.
  If you are a tenant who did not receive the disclosure and you have been damaged by lead paint, call 1-800-424-LEAD (5323), or contact a lawyer. You may be able to recover triple the amount of your actual damages, and the landlord may be subject to other civil or criminal penalties. The landlord may offer transfers, with or without incentives, to enable you to move to a unit where lead-based paint hazards have been controlled.

Foreclosure. If a property is foreclosed, the original landlord-tenant relationship ends and you may be subject to eviction.[16] Though you had a right to stay at the property legally, you lose those legal rights to the property when the house is foreclosed, and the bank becomes the new owner. Since your previous landlord no longer owns the property, the new owner can evict you because they are the only one who can give you a legal right to stay at the property.

You are not automatically evicted when someone new gains ownership of the property. The new owner may instead decide to establish a new landlord-tenant relationship with you. If the landlord wants to evict you, they still have to provide you with notice that they are going to evict you. If a foreclosed property's new owners start eviction proceedings, accepting or demanding rent from you can create a valid **tenancy-at-will**.

What if the owner of the mobile home I'm renting fails to make payments?

Unfortunately, the mobile home can be repossessed. If the mobile home was repossessed while still containing your personal property, you should contact the person who owned the mobile home to determine how to reclaim any personal property. Georgia law sets requirements on when to dispose of personal property inside a mobile home.

Manufactured and Mobile Homes. Mobile homes are considered personal property (not "real property") unless they are permanently affixed or bolted to the land. As a result, the rules outlined in this handbook may not apply to mobile homes in the same ways.

- **Repairs to Mobile Homes:**
  - Tenants who rent a mobile home from someone who does *not* own the land under the mobile home cannot use landlord-tenant law to demand that the owner of the mobile home make repairs unless the lease says so.
  - The owner of the land under the mobile home is not responsible to repair the mobile home unless the landowner owns the mobile home, and it is built into the land. However, the landowner must still keep the lot and common areas of the mobile home park in good repair.

[16] Until December 31, 2014, The Protecting Tenants at Foreclosure Act, which was extended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, allowed tenants of foreclosed properties to remain in the foreclosed property for the remainder of the lease, or 90 days if the new owner wished to live in the foreclosed property. This law has since expired.

- **Repossession of Mobile Homes and Lots:**

  - When a mobile home owner only rents the mobile home but not the land, the owner must file a personal property foreclosure to repossess the mobile home. The owner may not use the eviction process.
  - The owner of the land where a mobile home is located can use the eviction process to regain possession of the land.
  - Abandonment: If the tenant moves out of and leaves the mobile home, the mobile home generally can be considered abandoned after being unattended on private property for a period of at least ninety (90) days without anyone paying rent or fees, after the removal of personal belongings from the mobile home, after cancellation of insurance on the home, or after cancellation of utilities[17]. The mobile home may also be considered abandoned if it is a risk to public health, safety, welfare, or the environment. The landowner may have a government agent inspect the abandoned mobile home, and if it is intact the landowner can place a lien on the mobile home for the amount of rent owed. If the mobile home is determined to be derelict, the landowner may provide notice to the last known addresses of the responsible parties and then remove the mobile home if the responsible party(ies) do not request a hearing within 90 days[18].

[17] O.C.G.A. 44-7-12
[18] O.C.G.A. 44-7-13

Eviction Q&A

What if I am being evicted?

This section provides answers to common questions that you may have if you are facing eviction process, but it is not intended to be legal advice for a specific situation. Please also review the relevant sections earlier in this handbook for more information and resources.

Q. I've been served with an eviction (dispossessory). Do I have to answer?

A. If you do not file an answer within the time period specified on the notice you received, your landlord automatically wins the case, and an eviction will go on your record and the landlord may receive a money judgment for back rent or fees. Most counties have a pre-printed answer form or you can draft your own answer. If the landlord requested a money judgment in the complaint, but you were not served in person (you were served by "tack and mail") the landlord may not be able to get a money judgment unless you file an answer or show up in court. Therefore, you should seek legal help, if you can, to decide how to answer the complaint.

Q. What if I answer late? What if I missed the deadline because I was out of town or in the hospital?

A. It is usually very hard to get an extension if you do not file an answer on time, even if you had an emergency like being in the hospital. As long as the notice was legally served on your property ("tack and mail") the judge does not have to grant you an extension. You may be able to request permission to file an answer late if you were unaware that the notice was served. You can file a "motion to set aside the judgment" or request more time to answer. Try to get legal help if possible. You must explain why you did not file an answer and why the landlord should not be allowed to evict you. If you are granted this order, you should give a copy to the landlord and keep a copy in your rental unit in case the sheriff comes to remove you and your belongings.

Q. I am being evicted. Is there anything I can do?

A. Yes, you may have multiple defenses, or legal responses, that can end the eviction. However, even if the landlord stops trying to evict you, and the judge dismisses the case, the landlord is allowed to file for eviction again in the future.

You must assert any and all defenses in your answer to the eviction. FAILURE TO ASSERT DEFENSES MAY ALLOW THE LANDLORD TO OBTAIN A JUDGMENT AGAINST YOU FOR FAILURE TO RAISE A DEFENSE. In other words, if you leave anything out of your answer, you will not be able to bring it up later. If possible, you should consult an attorney regarding your defenses.

If you use a pre-printed answer form from the court, you can attach additional sheets or write in defenses on the sheet they gave you. You should raise any of the following defenses relevant to your situation in your answer:

- **Lack of Notice/No Demand for Possession:** the landlord must demand that you vacate the unit before filing for an eviction. The demand does not require any magic language, but the landlord must ask you to leave the property either in writing or orally. If you are being evicted for failure to pay rent, the landlord must give you written notice that includes the amount of rent and fees due three (3) days before filing in court. (see page 17). If the landlord does not give you proper notice, you should indicate that you received improper notice or that no demand for possession was made.
- **Improper Service:** The landlord has to "serve" the eviction notice properly (see requirements listed on page 18). If the landlord did not meet the requirements in serving the complaint, you should assert the defense that the complaint was improperly served.
- **Tenancy-at-Will:** If you never had a written lease or if your written lease expired and the landlord permitted you to remain in the unit (see page 15), then the landlord must give you 60 days' notice to terminate the lease. If the landlord gave you less than 60 days' notice, then you should assert that the termination of the lease was not valid.

NOTE: This situation applies where the landlord is evicting you for staying in the unit despite the termination of the lease. If you fail to pay rent, the landlord does not need to give 60 days' notice before seeking eviction.

- **Amounts Owed:** Landlords will typically ask for an amount they claim you owe. Sometimes, without your knowledge, extra fees or other penalties can be added to this amount. You can assert that you do not owe the amounts alleged. While it will not cause the case to be tossed out completely, it will give you an opportunity to speak to the judge concerning what you might owe.
- **Complete Tender:** You may be able to avoid eviction by paying all rent the landlord alleges you owe plus court costs. If the landlord refuses, you can assert the tender defense. To be a defense, you must have made the offer to pay within seven (7) days of being served. (See page 18 for additional details on this defense.)
- **Not My Landlord:** If a person you do not know, or who you know lost the property to foreclosure, is filing for eviction against you, you should indicate this on the answer. As an example, in one case, a landlord asserted that the tenant owed rent, but that landlord had lost the property to foreclosure months earlier and no longer owned the property.
- **Accused of doing something "wrong" and lease terminated:** A landlord may terminate your lease and try to evict you for acts such as criminal activity, destroying or damaging property, disturbing other tenants, refusing to allow the landlord to enter your unit for maintenance according to the lease, or other house rules violations. If this occurs, you can either challenge the violation factually or show that the incident did occur but did not violate the lease. You should thoroughly read the lease to determine whether the incident in fact violates the lease.
- **Living in public housing or receiving rental subsidies:** If you live in public housing or receive a rental subsidy, then you may have the right to an informal hearing before the landlord can pursue eviction in the courts. You should seek legal assistance to learn more about your rights, and in some cases you may qualify for representation from a civil legal services agency.
- **Accused of not paying rent, but you did drop it off according to landlord's instructions:** If the landlord claims you did not pay rent, but you did pay according to the lease or landlord's instructions (example: you dropped a check in the designated box at the rental office on the day it was due based on what the landlord told you), then you should assert that you paid rent.
- **Partial Payment - you paid part of this month's rent:** The landlord cannot evict you for failure to pay if he accepted partial payment for the current month. Also, if the landlord accepts payment in the current month, he cannot evict for past unpaid months. In this situation, you should assert that you made, and that the landlord accepted, partial payment.
- **Waiver:** If you normally pay rent late and the landlord accepts it, then you should assert a waiver defense. A waiver defense means that the landlord has accepted late payments in the past, so he "waived" his right to enforce on-time rent payments. You can assert this defense unless the landlord had previously told you of his intent to start requiring on-time payment again.
- **Constructive Eviction:** If you vacated the house because it was uninhabitable and stopped paying rent (see page 12) and now your landlord is trying to evict you and/or recoup money, then you should assert a constructive eviction defense.
- **Discrimination:** If you feel that you are being discriminated against on the basis of race, color, religion, sex, national origin, familial status, or disability, you should assert a defense under the federal and/or Georgia Fair Housing Act.
- **You feel that the eviction is based on your status as a victim of domestic violence, dating violence, sexual assault or stalking:** If you live in public housing or your rent is subsidized and you feel that you are being evicted based on either (1) your current or previous status as a victim of domestic violence, dating violence, sexual assault or stalking or (2) criminal activity related to an act of domestic violence by a member of your household or guest against you or an affiliated individual, then you should assert protection under

the Violence Against Women Act. This situation generally arises when the perpetrator causes harm or property damage, and perhaps even law enforcement is called, and now the landlord wants to evict the victim. (See page 23 for more information).

PERSONAL LIFE EVENTS ARE NOT A DEFENSE: It is never a defense to eviction that you did not have the money, that you lost your job, or had other financial hardship. The judge may sympathize with you, but they cannot stop the eviction if you did not pay your rent because of lack of funds.

Q. I see that the answer form has a space for counterclaims. What are these? Do I have to assert them? What should I put down?

A. Counterclaims should be asserted if you feel that the landlord did something wrong or did not do something they should have done and owes you damages or another remedy.

Below is a list of common counterclaims you may assert if relevant to your situation:

- **Failure to repair:** If your landlord is trying to evict you but you feel that you are owed money for the landlord's failure to repair a problem you told him about, then you should assert a failure to repair counterclaim. You should calculate the damages the landlord owes based on the unit's reduced value due to the failure to repair. For example, for each day that you could not take a hot shower, how much do you feel the value of your unit decreased? Or what is the daily value of not being able to use your washing machine due to plumbing issues? Determine the daily value or cost of the loss of use and multiply it by the number of days the problem was not repaired.
  IMPORTANT: If you are going to assert a failure to repair counterclaim, you must be able to prove you gave notice of the problem and the need for repair to the landlord and gave them a reasonable amount of time to fix it. (See page 11.)
- **Damage to personal property because of flooding or other conditions:** If your landlord is trying to evict you but you feel that he owes you money for damaged personal property, then you should assert intentional and/or negligent damage to personal property as a counterclaim. You should claim the item's value when it was damaged. You cannot claim the cost to replace personal property with a brand-new version. (See page 11 for additional information.)
- **Landlord Breach:** If your landlord is trying to evict you but you feel that your enjoyment and use of the unit or property has decreased by the landlord's actions or circumstances the landlord could control, then you should assert breach of your right to quiet enjoyment as a counterclaim. Examples of acts that fall under this counterclaim may include the landlord constantly disrupting your use of the unit or land, noisy neighbors, or not being able to use the unit or property as you intended and as allowed under the lease.
- **Landlord Retaliation**: If you landlord retaliated against you for requesting a repair or filing a complaint with a government code enforcement office, you may be able to claim damages of one month's rent plus $500 if the landlord did not have another lawful non-retaliatory reason to evict you. (See pages 16-17 for additional information.)

Q. I'm going to court. How does this work?

- **Plan ahead and arrive early:** Make a plan for how you will get to the courthouse and whether you will need childcare or time off of work. Give yourself time to exit public transportation or find (and possibly pay for) parking. You will also need time to go through court security and find the correct courtroom.
- **Calendar call:** You must be in the correct courtroom on time. When your name is called, verbally respond, and stand up (if you can) so that the court knows you are present. If you need any special accommodations in the courtroom, be sure to discuss your needs with the court prior to the hearing. You, the tenant, will be the defendant. The landlord will be the plaintiff. The purpose of calendar call is to let the court know you are there; this is not the time to dive into the facts of your case and explain your position.

- **Mediation:** Prior to the hearing, the court will explain whether it requires or suggests mediation. Mediation might allow you and your landlord to come to an agreement without having a hearing with the judge. Courts with a mandatory mediation process will require you and your landlord to meet with a mediator to try to settle the case. A mediator is not a judge and will only work with the parties to see if you can reach an agreement. If you and your landlord cannot agree, you will go before the judge.
- **Presentation tips:** When you speak to the judge, keep your presentation and argument brief and concise. Be respectful and do not speak over the judge or opposing counsel. You must be fully prepared to discuss all facts and issues in the case. Your argument should focus on legal defenses. Do not focus on sympathy stories (unexpected expenses, hard times, health issues, etc.). Although the judge may be sympathetic, those issues will not bear on the legal resolution of the case. If the judge wants to know more, they will ask you more. Do not argue with the judge.
- **Evidence:** Bring a copy of your lease, photographs depicting the condition of the unit, copies of messages to/from your landlord, receipts, and any other documentation that might be useful in telling your story and proving your defenses. Note that some judges do not allow use of cell phones in the courtroom, so you may need to print copies. Call the court clerk's office ahead of time and ask whether you will be allowed to use your phone to show the judge photos or other documentation.
- **Witnesses (subpoena):** You may want to have a witness present at the hearing to speak about the facts. If the witness is willing to come to court, be sure that person arrives on time and is prepared to help tell your story. If the witness will not come willingly, you can insist on their attendance by having the court serve a "subpoena." Some courts have blank subpoena request forms you can fill out. The subpoena must state the name of the court, the name of the clerk, and the title of the case. It will demand that the recipient come to court and give testimony or provide evidence at the hearing. Once the form is completed, the subpoena may be served by (1) any sheriff or by any person not less than 18 years of age, proven by return or certificate endorsed on a copy of the subpoena, or (2) registered or certified mail or statutory overnight delivery, proven by the return receipt. The subpoena should be served at least 24 hours before the hearing.
    - If you obtained a subpoena in blank from the clerk, you must present the name and address of the witness subpoenaed to the clerk at least six (6) hours before the hearing to preserve your right to postpone the hearing in case the witness fails to appear.
    - Fees and mileage: You may have to pay your subpoenaed witnesses $25 a day after the hearing if the witness lives in the county where the hearing is held. If the witness lives farther away, you have to add 45 cents per mile traveled to and from the courthouse, and you have to pay the witness when you serve them. You can pay by cash, postal money order, cashier's check, certified check, or through your attorney, if you have one.

: Generally, the court will not allow you or another witness to state what a third person said. This is called "hearsay" and is not allowed. For example, you cannot generally testify about something your roommate said. If your roommate knows something that is evidence for your case, then your roommate should attend the hearing and testify. Similarly, a written statement or notarized statement is typically not admissible unless the person who wrote it is present in court. There are some common exceptions to the hearsay rule. For example, if your landlord said something directly to you, it may be admissible. Or testimony about something your roommate said can support your testimony if the landlord claims you are lying and the roommate is available to testify. Or testimony about something your roommate said can be used to hurt the landlord's credibility. There are other exceptions to the hearsay rule and an attorney can help if you have further questions.

- **Judge's Order:** Be sure to get and keep a copy of the judge's order and follow what it says. Ask the judge or the court clerk to explain if you have questions.
- **Appeals:** If you decide to appeal a judge's order, you must file an appeal within seven (7) days of the court's judgment. The court will require that you pay court costs to file the appeal. If you cannot pay court fees, then you may file a "pauper's affidavit." In addition, if you want to continue living in your unit while waiting

for the appeal hearing, you must pay any rent the court ordered you to pay in addition to the monthly rent when it comes due. If you cannot pay these amounts, you must move from the rental property or the court will allow the landlord to remove you. After filing the appeal, your case will be sent to state or superior court. These courts can be more complicated than eviction court and you may need to obtain the assistance of an attorney to succeed.

Q. What is a move-out agreement?

A. You and your landlord can make a move-out agreement either informally or as part of mediation. A move-out agreement settles the case and may become part of the court order. Typically, the agreement will reduce the amount of money you owe to the landlord if you agree to move out by a certain date. The agreement could also confirm what you owe and give you extra time to move out. If you do not move out according to the terms of the agreement and the agreement was made a part of the court order, the landlord can immediately seek a "writ of possession" to have you removed from the property without another court hearing.

The agreement may also allow you to stay if you pay a certain amount by a certain date. If you do not pay, and the agreement was made a part of the court order, then the landlord can immediately seek a "writ of possession" to have you removed from the property without another court hearing.

You and your landlord should be careful that the language in the agreement accurately reflects what you both agreed to do. Agreements should also settle any counterclaims you might have. Make sure your counterclaims are addressed in the agreement, or they will be presumed dismissed. If you want to be able to raise a counterclaim later, your agreement should say that you can file those counterclaims in the future.

Text of Callout Boxes

The text of callout boxes in this document is provided below to accommodate screen reader accessibility.

p. 3: Who is a squatter? Under Georgia law, a squatter is a person who never had the property owner's permission to come on the property. A property owner can swear an affidavit to have the person removed without an eviction process and the person squatting may face criminal penalties.

p. 4: Requesting accommodations If a tenant or applicant has a disability that requires accommodations, someone must request that the landlord make the necessary accommodations. The person with the disability, a family member, or someone else acting on the person's behalf, can request the accommodation.

p. 6: Lease terms are important. A lease is a contract that defines the rights and responsibilities that the landlord and tenant owe each other. Once you sign the lease, you cannot change your mind later. If the tenant changes their mind and decides not to move into the unit after signing the lease, the landlord can impose early termination penalties if provided in the lease. Pay close attention to the details!

p. 7: Expecting a job transfer? Moving soon? If you are about to change jobs or want to purchase a home, you can ask for the right to terminate your lease. But without special written termination provisions, the tenant cannot terminate the lease early without penalty.

p. 8: Using AI Potential tenants can copy and paste their unsigned lease into free artificial intelligence programs, like ChatGPT, and ask to highlight important or potentially unfavorable lease terms. This should not substitute for reading the entire lease, or consulting a lawyer if necessary.

p. 9: CAUTION! The landlord will *not* be responsible to repair problems with your unit that were obvious during the move-in walk-through unless those problems make the unit unsafe or uninhabitable. Inspect your rental thoroughly and request needed repairs during move-in.

p. 11: Notice of repair required! You must give prompt written notice to the landlord of any problem(s) needing repair. Notice must follow the requirements in the lease.

p. 11: CAUTION! Even if the Landlord fails to make repairs, you generally *must continue to pay rent*. If you do not pay rent when it is due, the landlord can begin the eviction process.

p. 12: Can a tenant change the locks? Typically, the lease will say that the tenant cannot change locks without the landlord's permission. If the lease is silent about changing locks, then technically you may change locks but you must give the landlord new keys when you move out and follow any other lease terms about giving the landlord access to the property.

p. 15: Ending a Tenancy-at-will For a tenancy-at-will, the landlord must give the tenant sixty (60) days' notice telling them to leave. If the landlord is willing to allow the tenant to remain but wishes to change the rent, the tenant must be given sixty (60) days' notice to start a new tenancy-at-will with the new rent amount. A tenant can end a tenancy-at-will by giving the landlord thirty (30) days' notice.

p. 18: Tender Defense: Tenants may be able to avoid eviction if they pay all rent and fees the landlord alleges they owe plus court costs. The amount the landlord alleges the tenant owes should be on the dispossessory affidavit (eviction notice). After receiving an eviction notice, tenants have seven (7) days to pay off the amount.

If the landlord accepts, the tenant must file an answer to the court within the seven (7) days, saying that the landlord accepted payment. If the landlord refuses to accept payment, the tenant should file an answer stating that tender was offered but refused (you offered to pay, but the landlord refused to accept). If a court finds the landlord refused a proper offer, the court can order the landlord to accept payment and allow the tenant to remain at the property if the tenant makes payment within three (3) days of the court's decision.

The tenant may only use the tender defense with the landlord once in a twelve (12) month period.

p. 20: No court hearing? The tenant may not get a hearing if the tenant did not file an answer and assert valid defenses. Therefore, a tenant should make sure to assert all valid defenses in their answer and not wait to raise issues at the hearing.

p. 24: What if the owner of the mobile home I'm renting from fails to make payments? Unfortunately, the mobile home can be repossessed. If the mobile home was repossessed while still containing your personal property, you should contact the person who owned the mobile home to determine how to reclaim any personal property. Georgia law sets requirements on when the personal property inside a mobile home can be disposed.

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