

House Bill 304

By: Representative Neal of the 79th

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 44 of the Official Code of Georgia Annotated, relating to property, so as to
2 provide for the uniform regulation of landlord-tenant relationships under residential rental
3 agreements; to provide for landlord and tenant rights and duties; to provide for lease terms
4 and duties; to provide for remedies; to provide for tenancies; to provide requirements related
5 to the death of a tenant; to prohibit retaliatory conduct; to provide for the disposition of
6 personal property of a tenant; to provide for the effect of family violence, dating violence,
7 stalking, or sexual assault; to provide for security deposit, fee, and unearned rent
8 requirements; to provide for enforcement; to provide for applicability; to provide for
9 definitions; to provide for related matters; to repeal conflicting laws; and for other purposes.

10 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

11 **SECTION 1.**

12 Title 44 of the Official Code of Georgia Annotated, relating to property, is amended by
13 adding a new chapter to read as follows:

14 "CHAPTER 7A

15 ARTICLE 1

16 44-7A-101.

17 This chapter shall be known and may be cited as the 'Uniform Residential Landlord and
18 Tenant Act.'

19 44-7A-102.

20 As used in this chapter, the term:

21 (1) 'Action' means an action for damages, possession, ejectment, quiet title, specific
22 performance, or other judicial proceeding in which rights under a lease or this chapter are
23 determined.

24 (2) 'Actual damages' means compensation for direct, consequential, or incidental injuries
25 or losses. Such term includes:

26 (A) Amounts payable to a landlord or tenant under the lease for a violation of the lease;
27 and

28 (B) The diminution in the value of a dwelling unit.

29 (3) 'Bank' means an organization that engages in the business of banking and is federally
30 insured. Such term includes a savings bank, savings and loan association, credit union,
31 and trust company.

32 (4) 'Building, housing, fire, or health code' includes any law concerning fitness for
33 habitation or the construction, maintenance, operation, occupancy, use, or appearance of
34 the premises.

35 (5) 'Contact person' means a person designated by a tenant under subsection (b) of Code
36 Section 44-7A-109.

37 (6) 'Criminal act' or 'criminal activity' means:

38 (A) The manufacture, sale, distribution, use, or possession of a controlled substance
39 on or in the vicinity of the premises which is criminal under law other than this chapter;
40 or

41 (B) Activity that is criminal under law other than this chapter and threatens the health
42 or safety of an individual on the premises or the landlord or landlord's agent on or off
43 the premises.

44 (7) 'Diminution in the value of a dwelling unit' means a reduction from rent which
45 reflects the extent to which a noncompliant condition of the premises impairs the tenant's
46 use and enjoyment of the unit, as determined by a court based on evidence that need not
47 include expert testimony.

48 (8) 'Dwelling unit' means property leased to a tenant for use as a home, residence, or
49 sleeping place by an individual or two or more individuals who maintain a common
50 household, regardless of their relationship to each other. Such term includes:

51 (A) A single-family residence, together with fixtures and appurtenances, the land on
52 which it is located, and any other structure on the land; and

53 (B) A structure or part of a structure in which the tenant resides, together with fixtures
54 and appurtenances, and any other area of the land on which the structure is located to
55 which the tenant is given an exclusive right of possession during the term of the lease,
56 including a designated parking space or storage area.

57 (9) 'Electronic' means relating to technology having electrical, digital, magnetic,
58 wireless, optical, electromagnetic, or similar capability.

59 (10) 'Essential service' means heat, hot and cold running water, sewage or septic
60 disposal, and electricity. Such term includes gas or air conditioning if required to be
61 supplied to a tenant by the lease or law other than this chapter which, if not supplied to
62 the tenant, would create a serious threat to the health, safety, or property of the tenant or
63 immediate family member.

64 (11) 'Fees' means amounts payable by a tenant to a landlord which the landlord has no
65 obligation to account for or return to the tenant except as otherwise provided in
66 subsection (b) of Code Section 44-7A-405. Such term does not include rent or a security
67 deposit.

68 (12) 'Funds' means money, checks, bank account credits, certificates of deposit, or the
69 like.

70 (13) 'Good faith' means honesty in fact and the observance of reasonable commercial
71 standards of fair dealing.

72 (14) 'Guest' means an individual, other than the landlord or landlord's agent, invited on
73 the premises by a tenant or immediate family member.

74 (15) 'Immediate family member' means any of the following who habitually resides in
75 a dwelling unit with a tenant:

76 (A) An individual related to the tenant by blood, adoption, or marriage;

77 (B) An individual having an intimate relationship with the tenant; or

78 (C) A foster child, stepchild, or ward of the tenant or an individual named in
79 subparagraph (A) or (B) of this paragraph.

80 (16) 'Landlord' means:

81 (A) The owner of a dwelling unit rented to a tenant;

82 (B) A successor in interest to the landlord;

83 (C) A sublessor, only if the landlord did not consent to the sublease; and

84 (D) A person that manages the unit or enters a lease on behalf of the owner of the unit
85 and fails to comply with subsections (c) and (d) of Code Section 44-7A-108, except
86 with respect to events occurring after:

87 (i) The tenant is given notice in a record that complies with subsections (c) and (d)
88 of Code Section 44-7A-108; or

89 (ii) The date of termination of the person's authority to act on behalf of the owner if
90 that authority is terminated.

- 91 (17) 'Law' includes federal or state statutes, case law, administrative action, and
92 legislative acts of local governments.
- 93 (18) 'Lease' means a contract, oral or in a record, between a landlord and tenant in which
94 the landlord rents a dwelling unit to the tenant for a tenancy for a fixed term or a periodic
95 tenancy. Such term includes an amendment to the lease, rules adopted by the landlord
96 which were disclosed to the tenant under paragraph (4) of subsection (b) of Code Section
97 44-7A-108, and, subject to Code Section 44-7A-304, rules adopted by the landlord after
98 commencement of the term of the lease.
- 99 (19) 'Notice in a record' means notice that complies with subsection (b) of Code Section
100 44-7A-107.
- 101 (20) 'Owner' means a person vested with all or part of:
- 102 (A) Legal title to the premises; or
- 103 (B) Beneficial ownership and a right to present use and enjoyment of the premises.
- 104 (21) 'Periodic rent' means the amount payable each month under a tenancy for a fixed
105 term or a periodic tenancy for month to month or payable each week under a periodic
106 tenancy for week to week. If rent is payable annually, periodic rent is the amount of the
107 annual rent divided by 12.
- 108 (22) 'Periodic tenancy' means a tenancy created under a lease or arising by operation of
109 law for either month to month or week to week.
- 110 (23) 'Person' means an individual, estate, trust, business or nonprofit entity, public
111 corporation, government or governmental subdivision, agency, or instrumentality, or
112 other legal entity.
- 113 (24) 'Premises' means a dwelling unit and, to the extent owned by the landlord, any
114 structure of which the unit is a part. Such term includes any area and structure owned by
115 the landlord which are associated with the structure in which the dwelling unit is located
116 and held out by the landlord for the use of tenants generally.

117 (25) 'Prepaid rent' means rent paid to a landlord before the first day of the rental period
118 to which it is to be applied.

119 (26) 'Record' means information that is inscribed on a tangible medium or that is stored
120 in an electronic or other medium and is retrievable in perceivable form.

121 (27) 'Rent,' when used as a noun, means a payment for the right to possession of a
122 dwelling unit. Such term does not include a security deposit or fees.

123 (28) 'Repairs' includes remediations.

124 (29) 'Security deposit' means funds provided to a landlord to secure payment or
125 performance of a tenant's obligations under a lease or this chapter and the identifiable
126 proceeds of the funds, however denominated. Such term does not include rent or fees.

127 (30) 'Security interest' means an interest in personal property which secures payment or
128 performance of a tenant's obligations under a lease or this chapter.

129 (31) 'Sign' means, with present intent to authenticate or adopt a record:

130 (A) To execute or adopt a tangible symbol; or

131 (B) To attach to or logically associate with the record an electronic symbol, sound, or
132 process. For purposes of this paragraph, the term 'symbol' includes an email address
133 or other identifying header.

134 (32) 'State' means a state of the United States, the District of Columbia, Puerto Rico, the
135 United States Virgin Islands, or any territory or insular possession subject to the
136 jurisdiction of the United States.

137 (33) 'Tenancy for a fixed term' means a tenancy under a lease for a fixed or computable
138 period, regardless of the length of the period.

139 (34) 'Tenant' means:

140 (A) A person that is a party to a lease of a dwelling unit and is entitled to possession
141 of the unit; and

142 (B) An assignee or sublessee of a person described in subparagraph (A) of this
143 paragraph which has possession of the unit with the landlord's consent.

144 (35) 'Tenant representative' means:

145 (A) A personal representative of a deceased tenant's estate; or

146 (B) Before the appointment of a personal representative, a contact person, or in the
 147 absence of a contact person, a person the landlord reasonably believes to be an heir of
 148 the tenant under the applicable intestate succession law.

149 (36) 'Unearned rent' means rent, including prepaid rent, that a tenant paid to a landlord
 150 for the right to possession of the dwelling unit for any period after the date the lease
 151 terminates in accordance with its terms or this chapter. Such term does not include an
 152 amount, including rent, owed to the landlord for a period before or after the date the lease
 153 terminates during which the tenant is in physical possession of the premises.

154 (37) 'Willful' means intentional performance of an act the actor knows to be prohibited
 155 by this chapter or a lease, intentional failure to perform an act the actor knows to be
 156 required by this chapter or the lease, or deliberate indifference to whether the
 157 performance or failure to perform violates this chapter or the lease.

158 44-7A-103.

159 (a) As used in this Code section, the term:

160 (1) 'Occupancy as a vacation rental' means occupancy that has the following
 161 characteristics:

162 (A) The tenant rents the dwelling unit for vacation purposes only and has a principal
 163 residence other than the unit;

164 (B) The unit is furnished with personal property necessary to make the unit ready for
 165 immediate occupancy by the tenant; and

166 (C) The occupancy does not exceed 30 consecutive days.

167 (2) 'Transient occupancy' means occupancy in a room or suite of rooms which has the
 168 following characteristics:

169 (A) The cost of occupancy is charged on a daily basis;

- 170 (B) The operator of the room or suite provides housekeeping and linen service as part
171 of the regularly charged cost of occupancy; and
- 172 (C) The occupancy does not exceed 30 consecutive days.
- 173 (b)(1) Except as otherwise provided in subsection (c) of this Code section, this chapter
174 applies to a lease of a dwelling unit in this state entered into or extended to renewed on
175 or after July 1, 2023.
- 176 (2) The provisions of this chapter shall supersede any other provisions of Chapter 7 of
177 this title to the extent of any conflict therewith.
- 178 (c) The following arrangements are not governed by this chapter:
- 179 (1) Residence at a public or private facility, if incidental to detention or the provision of
180 medical, mental health, geriatric, counseling, educational, religious, disability, personal
181 safety, or similar service;
- 182 (2) Occupancy under a contract of sale of, or an option to purchase, a dwelling unit or
183 the building of which it is a part, if the occupant is the purchaser or optionee or an
184 individual who has succeeded to the interest of the purchaser or optionee;
- 185 (3) Occupancy by a member of a fraternal or social organization in a part of a structure
186 operated for the benefit of the organization;
- 187 (4) Transient occupancy;
- 188 (5) Occupancy by an employee of a landlord when the employee's right to occupancy is
189 conditioned on employment in or about the premises;
- 190 (6) Occupancy by a holder of a proprietary lease in a cooperative;
- 191 (7) Occupancy under a lease covering premises used by the occupant for agricultural
192 purposes;
- 193 (8) Occupancy as a vacation rental; and
- 194 (9) A ground lease of real property which lease does not include a dwelling unit.

195 44-7A-104.

196 (a) A right or obligation under this chapter is enforceable by an action unless the provision
197 creating the right or obligation provides otherwise.

198 (b) A party seeking relief under this chapter has a duty to mitigate damages.

199 44-7A-105.

200 Every lease or duty under this chapter imposes an obligation of good faith in its
201 performance and enforcement.

202 44-7A-106.

203 (a) If a court, as a matter of law, finds a lease or any provision of the lease was
204 unconscionable at the time it was made, the court may refuse to enforce the lease, enforce
205 the remainder of the lease without the unconscionable provision, or limit application of the
206 unconscionable provision to avoid an unconscionable result.

207 (b) If a court, as a matter of law, finds a settlement agreement in which a party waived or
208 agreed to forego a claim or right under a lease or this chapter was unconscionable at the
209 time it was made, the court may refuse to enforce the agreement, enforce the remainder of
210 the agreement without the unconscionable provision, or limit application of the
211 unconscionable provision to avoid an unconscionable result.

212 (c) If a party or the court puts unconscionability in issue under subsection (a) or (b) of this
213 Code section, the court shall allow the parties to present evidence of the setting, purpose,
214 and effect of the lease or settlement agreement to aid the court in making the determination
215 of unconscionability.

216 44-7A-107.

217 (a) In this chapter, a person has notice of a fact if the person:

218 (1) Has actual knowledge of the fact;

- 219 (2) Received notice of the fact under subsection (d) of this Code section; or
220 (3) Has reason to know the fact exists from all facts known to the person at the time in
221 question.
- 222 (b) Except as otherwise provided in subsection (c) of Code Section 44-7A-1001, if this
223 chapter requires notice in a record, the notice shall be signed by the person giving it and:
- 224 (1) Delivered personally to the recipient;
225 (2) Deposited in the mail with proper postage and properly addressed if:
- 226 (A) Sent to the landlord, to the mailing address specified under Code Section
227 44-7A-108;
228 (B) Sent to the tenant, to the mailing address specified under Code Section 44-7A-109;
229 or
230 (C) If sent to a person other than a landlord or tenant, or there is no address specified
231 for the landlord or tenant, to an address reasonable under the circumstances; or
- 232 (3) Unless the landlord or tenant notifies the other at any time that notice may be given
233 only by personal delivery or by mail as provided in paragraph (2) of this subsection,
234 delivered by another means of communication with cost of transmission provided for and
235 properly addressed if:
- 236 (A) Sent to the landlord, to an address specified under Code Section 44-7A-108; and
237 (B) Sent to the tenant, to an address specified under Code Section 44-7A-109; or
238 (C) No address is specified, to an address reasonable under the circumstances.
- 239 (c) Except as otherwise provided in subsection (b) of this Code section, a person gives
240 notice of a fact to another person by taking steps reasonably calculated to inform the other
241 person, whether or not the other person learns of the fact.
- 242 (d) In this chapter, a person receives notice of a fact when:
- 243 (1) The fact comes to the person's attention; or
244 (2) If notice in a record is required, the notice is:
- 245 (A) Personally delivered under paragraph (1) of subsection (b) of this Code section; or

246 (B) Sent or delivered under paragraph (2) or (3) of subsection (b) of this Code section.

247 44-7A-108.

248 (a) Before accepting an application fee, the prospective landlord shall disclose to the
249 prospective tenant in a record the criteria the landlord uses to determine the landlord's
250 willingness to enter into a lease with a tenant.

251 (b) Before accepting funds to be applied to a security deposit, prepaid rent, or fees other
252 than an application fee, or before entering into a lease, a prospective landlord shall disclose
253 to the prospective tenant in a record the following:

254 (1) Any condition of the premises which the landlord knows or on a reasonable
255 inspection of the premises should have known would constitute a noncompliance under
256 Code Section 44-7A-302 and would materially interfere with the health or safety of the
257 tenant or immediate family member or would materially interfere with the use and
258 enjoyment of the premises by the tenant or immediate family member;

259 (2) Whether, to the knowledge of the landlord, a foreclosure action or nonjudicial
260 foreclosure proceeding has been commenced against the premises;

261 (3) If rent is prepaid, the month or other period of the lease to which the rent is to be
262 applied; and

263 (4) The rules affecting the tenant's use and enjoyment of the premises, whether adopted
264 by the landlord or another person.

265 (c) At or before commencement of the term of a lease, the landlord shall give the tenant
266 notice in a record specifying:

267 (1) The name of:

268 (A) The landlord;

269 (B) Any person authorized to manage the premises;

270 (C) The owner of the premises;

271 (D) Any person authorized to act for the owner for service of process; and

272 (E) Any person authorized to receive a notice or demand for the owner;
273 (2) The mailing address and any address to be used for the receipt of electronic
274 communications by the landlord or any person designated by the landlord to which a
275 notice or demand must be sent; and
276 (3) The address to, or the method by, which the tenant must deliver rent.
277 (d) A landlord shall keep current the information required by subsection (c) of this Code
278 section.
279 (e) If the premises were in foreclosure before a landlord and tenant entered into a lease and
280 the disclosure required by paragraph (2) of subsection (b) of this Code section was not
281 made, the tenant may recover actual damages resulting from the foreclosure.

282 44-7A-109.

283 (a) At or before commencement of the term of a lease, the tenant shall give the landlord
284 notice in a record specifying the tenant's mailing address and any address to be used for the
285 receipt of electronic communications by the tenant.
286 (b) At the request of a landlord, the tenant shall designate a contact person to act for the
287 tenant on the tenant's death, by giving the landlord a record specifying the name and, if
288 known, the mailing address, any address to be used for the receipt of electronic
289 communications, and the telephone number of the contact person. In the absence of a
290 request by the landlord, the tenant may designate a contact person in the same manner.
291 (c) A tenant shall keep current the information required by subsections (a) and (b) of this
292 Code section.
293 (d) On termination of the lease, the tenant shall provide the landlord a forwarding address
294 to which the landlord must send the tenant's security deposit and unearned rent, or other
295 communications.

296 44-7A-110.

297 Unless displaced by the particular provisions of this chapter, the principles of law and
298 equity supplement this chapter.

299 ARTICLE 2

300 44-7A-201.

301 (a) A lease may include terms and conditions not prohibited by this chapter or law other
302 than this chapter.

303 (b) Unless a lease or law other than this chapter otherwise provides:

304 (1) The tenant shall pay rent for the dwelling unit for the term of the lease in an amount
305 comparable to the rent paid for other dwelling units of similar size and condition in the
306 same or a comparable location, determined at the commencement of the term;

307 (2) Rent shall be:

308 (A) Payable without demand or notice:

309 (i) At the address or place the landlord designates under paragraph (3) of subsection
310 (c) of Code Section 44-7A-108 or, if no designation is made, at the landlord's place
311 of business at the time the lease was made; and

312 (ii) On the first day of each month or at the beginning of the term if the term is less
313 than one month; and

314 (B) Uniformly apportioned from day to day; and

315 (3) A rental period is on a monthly basis beginning with the first day of the month for
316 a tenancy for a fixed term of more than one month or a periodic tenancy of month to
317 month and, for all other tenancies, the rental period begins on the first day rent is paid.

318 (c) Except as otherwise provided in Section 44-7A-202, unless the lease creates a tenancy
319 for a fixed term, the tenancy is a periodic tenancy for week to week if the tenant pays rent
320 weekly and otherwise is a periodic tenancy for month to month.

321 (d) A landlord shall provide the tenant a copy of any lease that is signed by them or, if the
322 lease is enforceable under Code Section 44-7A-202, signed by either of them.

323 (e) If a landlord willfully fails to comply with subsection (d) of this Code section, the
324 tenant may recover actual damages or one month's periodic rent, whichever is greater.

325 44-7A-202.

326 (a) Subject to subsection (b) of this Code section:

327 (1) If a lease signed by the tenant is delivered to the landlord and the landlord fails to
328 sign the lease and return it to the tenant, acceptance of rent by the landlord without a
329 reservation of rights gives the lease the same effect as if the lease had been signed by the
330 landlord and returned to the tenant; and

331 (2) If a lease signed by the landlord is delivered to the tenant and the tenant fails to sign
332 the lease and return it to the landlord, acceptance of possession and payment of rent
333 without a reservation of rights gives the lease the same effect as if the lease had been
334 signed by the tenant and returned to the landlord.

335 (b) If a lease given effect under subsection (a) of this Code section provides for a tenancy
336 for a fixed term longer than one year, the lease is effective for one year.

337 (c) Absent a lease signed by the landlord or tenant which is delivered to the other, if the
338 tenant accepts possession and pays rent to the landlord without a reservation of rights and
339 the landlord accepts rent from the tenant without a reservation of rights, the tenancy created
340 is a periodic tenancy for week to week if the tenant pays rent weekly and in all other cases
341 a periodic tenancy for month to month.

342 44-7A-203.

343 (a) No lease shall require the tenant to:

344 (1) Unless otherwise permitted by this chapter, waive or forego a right or remedy under
345 this chapter;

346 (2) Authorize a person to confess judgment on a claim arising out of the lease or this
347 chapter;

348 (3) Perform a duty imposed on the landlord by Code Section 44-7A-302;

349 (4) Agree to pay attorney's fees and costs of the landlord other than those provided by
350 this chapter or law other than this chapter; or

351 (5) Agree to exculpate or limit a liability of the landlord arising under this chapter or law
352 other than this chapter or indemnify the landlord for the liability and the costs connected
353 with the liability.

354 (b) A provision in a lease prohibited by subsection (a) of this Code section or law other
355 than this chapter is unenforceable. If the landlord seeks to enforce the provision or accepts
356 the tenant's voluntary compliance with the provision, the court may award the tenant an
357 amount not to exceed three times the periodic rent.

358 44-7A-204.

359 A lease, assignment, sublease, conveyance, trust deed, or security instrument shall not
360 authorize a person to receive rent without assuming the duties imposed on the landlord by
361 the lease and Code Section 44-7A-302.

362 44-7A-205.

363 (a) As used in this Code section, the term 'prevailing party' means a party that:

364 (1) Initiated the enforcement of a right or remedy under a lease or this chapter and
365 substantially prevailed on the right or remedy asserted; or

366 (2) Substantially prevailed in defending against a right or remedy asserted by the other
367 party.

368 (b) In an action to enforce a right or remedy arising under a lease or this chapter, the court
369 shall award the prevailing party costs. The court may award the prevailing party
370 reasonable attorney's fees if the court determines that the other party did not act in good

371 faith, willfully performed an act prohibited by the lease or this chapter, or willfully
372 refrained from performing an act required by the lease or this chapter.
373 (c) A court may not award a landlord attorney's fees or costs in an uncontested action to
374 recover possession of a dwelling unit.

375 ARTICLE 3

376 44-7A-301.

377 A landlord shall deliver physical possession of the dwelling unit to the tenant at the
378 commencement of the term of the lease.

379 44-7A-302.

380 (a) A landlord has a nonwaivable duty to maintain the premises in a habitable condition,
381 including making necessary repairs. Such duty requires the landlord to ensure that the
382 premises:

383 (1) Comply with all obligations imposed on the landlord by any applicable building,
384 housing, fire, or health code or law other than this chapter;

385 (2) Have effective waterproofing and weather protection of the roof and exterior walls,
386 including windows and doors;

387 (3) Have plumbing facilities that conform to law and are maintained in good working
388 order;

389 (4) Have access to a water supply approved under law which can provide hot and cold
390 running water;

391 (5) Have adequate ventilation and heating facilities that conform to law and are
392 maintained in good working order;

393 (6) Have electrical lighting, with wiring and equipment that conform to law and are
394 maintained in good working order;

395 (7) Have reasonable measures in place to control the presence of rodents, bedbugs, and
396 other vermin and to prevent exposure to unsafe levels of radon, lead paint, asbestos, toxic
397 mold, and other hazardous substances;

398 (8) To the extent the premises include a common area or other areas under the landlord's
399 control, have reasonable measures in place to make the area:

400 (A) Clean and sanitary;

401 (B) Safe for normal and reasonably foreseeable use consistent with the lease and in
402 good repair; and

403 (C) Reasonably free of debris, filth, rubbish, garbage, and the items listed in paragraph
404 (7) of this subsection;

405 (9) Have an adequate number of appropriate receptacles in reasonably clean condition
406 if the landlord is obligated to provide trash removal or recycling service by law or an
407 agreement in a record signed by the landlord and tenant;

408 (10) Have in good repair floors, doors, windows, walls, ceilings, stairways, and railings;

409 (11) Have in good repair other facilities and appliances supplied or required to be
410 supplied by the landlord;

411 (12) Have in good repair locks or other security devices on all exterior doors and on
412 windows that open and close, including those of the dwelling unit and other parts of the
413 premises; and

414 (13) Have in good working order any safety equipment required by law.

415 (b) A landlord has the duty to ensure the premises have access to essential services, but the
416 lease may require an account with a utility provider of an essential service to the dwelling
417 unit be in the name of the tenant and the tenant pay the periodic cost for the service. If the
418 service is not provided because the tenant fails to pay for the service, the landlord does not
419 fail to comply with this subsection.

420 (c) If a sublessor is a landlord for purposes of this chapter, the sublessor has the duty to
421 comply with subsection (a) of this Code section except for duties that would require the
422 sublessor to access parts of the premises beyond the sublessor's control.

423 (d) A landlord and tenant may agree that the tenant is to perform specified repairs,
424 maintenance tasks, alterations, or remodeling only if:

425 (1) The agreement is in a record, other than the lease, signed by the parties and supported
426 by adequate consideration;

427 (2) The work is not necessary to cure the landlord's noncompliance with paragraph (1)
428 of subsection (a) of this Code section; and

429 (3) The agreement does not affect the obligation of the landlord to other tenants on the
430 premises.

431 (e) A landlord shall not treat performance of an agreement described in subsection (d) of
432 this Code section as a condition to the performance of any obligation under the lease or this
433 Code section.

434 44-7A-303.

435 Except to the extent a landlord and tenant otherwise agree in a signed record, if the
436 landlord, in a good faith sale to a bona fide purchaser, conveys premises that include a
437 dwelling unit subject to a lease, the following rules apply:

438 (1) Except as otherwise provided in paragraph (2) of this Code section, the landlord is
439 relieved of liability under the lease and this chapter as to an event that occurs after the
440 later of the conveyance to the purchaser or notice in a record by the landlord to the tenant
441 of the conveyance; and

442 (2) Except as otherwise provided in Code Section 44-7A-1205, the landlord remains
443 liable to the tenant for the amount of any security deposit and unearned rent.

444 44-7A-304.

445 (a) Except as otherwise provided in subsection (a) of Code Section 44-7A-305 or as
446 required by law other than this chapter, a landlord may enforce a rule of the landlord in
447 existence at the time the lease commenced only if the rule was disclosed to the tenant under
448 Code Section 44-7A-108.

449 (b) Except as otherwise provided in subsections (c) and (d) of this Code section, after
450 commencement of the term of a lease, the landlord may adopt or modify a rule concerning
451 the tenant's use and enjoyment of the premises, but the rule or modification shall not take
452 effect earlier than 30 days after the landlord gives the tenant notice in a record of the rule
453 or modification.

454 (c) In a periodic tenancy for month to month, a rule or modification adopted under
455 subsection (b) of this Code section shall not take effect before the expiration of the period
456 in paragraph (2) of subsection (b) of Code Section 44-7A-801 during which the tenant or
457 landlord could have exercised the right to terminate the tenancy.

458 (d) In a tenancy for a fixed term, if a rule or modification adopted under subsection (b) of
459 this Code section substantially modifies the tenant's benefit of the bargain and is not
460 required by law other than this chapter, the rule shall not be enforceable against the tenant
461 unless the tenant consents in a signed record.

462 44-7A-305.

463 (a) If, before the commencement of the term of a lease, the landlord fails to disclose a rule
464 adopted by a person other than the landlord which substantially modifies the tenant's
465 benefit of the bargain and is not required by law other than this chapter, and the rule is
466 enforced against the tenant, the tenant may:

467 (1) Recover actual damages from the landlord; or

468 (2) Terminate the lease by giving the landlord notice in a record that the lease will
469 terminate on a date specified in the notice which shall be at least 30 days after the notice
470 is given.

471 (b) Except as otherwise provided in subsection (c) of this Code section, if, after the
472 commencement of the term of a lease, a person other than the landlord adopts or modifies
473 a rule that substantially modifies the tenant's benefit of the bargain and is not required by
474 law other than this chapter and the rule is enforced against the tenant, the tenant of a
475 tenancy for a fixed term may terminate the lease by giving the landlord notice in a record
476 that the lease will terminate on a date specified in the notice which shall be at least 30 days
477 after the notice is given or, in the case of a periodic tenancy, terminate the tenancy in
478 accordance with Code Section 44-7A-801.

479 (c) A tenant shall not terminate a lease under subsection (b) of this Code section if the
480 lease provides the dwelling unit is subject to rules of a person other than the landlord and
481 the person may modify the rules after the commencement of the term of the lease.

482 ARTICLE 4

483 44-7A-401.

484 Except as otherwise provided in Code Section 44-7A-403, if a landlord fails to comply with
485 the lease or Code Section 44-7A-302, the tenant has the remedies under Code Section
486 44-7A-402 if the tenant gives the landlord:

487 (1) Notice in a record of the noncompliance; and

488 (2) An opportunity to remedy the noncompliance within the following periods:

489 (A) Subject to subparagraph (B) of this paragraph, not later than 14 days after the
490 tenant gave the notice; and

491 (B) If the noncompliance involves failure to provide an essential service or materially
492 interferes with the health or safety of the tenant or immediate family member, the

493 landlord shall remedy the noncompliance as soon as practicable but not later than five
494 days after the tenant gave the notice.

495 44-7A-402.

496 (a) Except as otherwise provided in Code Section 44-7A-403, if a landlord's
497 noncompliance with the lease or Code Section 44-7A-302 results in the tenant not receiving
498 an essential service, materially interferes with the health or safety of the tenant or
499 immediate family member, or materially interferes with the use and enjoyment of the
500 premises by the tenant or immediate family member and the noncompliance is not
501 remedied during the applicable period specified in Code Section 44-7A-401, the tenant
502 may:

503 (1) Terminate the lease, as provided in Code Section 44-7A-404; or

504 (2) Continue the lease and elect one or more of the following remedies:

505 (A) Subject to Code Section 44-7A-408, withhold rent for the period of noncompliance
506 beginning on the date the tenant gave notice under Code Section 44-7A-401;

507 (B) Recover actual damages;

508 (C) Obtain injunctive relief, specific performance, or other equitable relief;

509 (D) Make repairs and deduct the cost from the rent, as provided in Code Section
510 44-7A-406; or

511 (E) Secure an essential service the landlord is obligated to provide or comparable
512 substitute housing during the period of noncompliance, as provided in Code Section
513 44-7A-407.

514 (b) If a landlord's noncompliance with the lease or Code Section 44-7A-302 does not
515 materially interfere with the health or safety of the tenant or immediate family member or
516 the use and enjoyment of the premises by the tenant or immediate family member, the
517 tenant may elect one or more of the remedies provided in subparagraphs (a)(2)(B),
518 (a)(2)(C), and (a)(2)(D) of this Code section.

- 519 (c) A tenant is not entitled to a remedy under this Code section to the extent:
520 (1) The landlord's noncompliance was caused by an act or omission of the tenant,
521 immediate family member, or guest; or
522 (2) The tenant, immediate family member, or guest prevented the landlord from having
523 access to the dwelling unit to remedy the act or omission described in the notice under
524 Code Section 44-7A-401.
- 525 44-7A-403.
- 526 (a) If a dwelling unit or other part of the premises is substantially damaged or destroyed
527 by a fire, other casualty, or natural disaster and:
- 528 (1) The unit or other part of the premises is uninhabitable or inaccessible or continued
529 occupancy of the unit is unlawful, the tenant may vacate the unit immediately and, not
530 later than 14 days after vacating the unit, give the landlord notice in a record of the
531 tenant's intent to terminate the lease, in which case the lease terminates as of the date the
532 tenant vacates the unit; or
- 533 (2) If continued occupancy of the unit is lawful, subject to the landlord's right to
534 terminate the lease under subsection (b) of this Code section, the tenant, after complying
535 with Code Section 44-7A-401, may continue the lease and seek the remedies provided
536 in subparagraphs (a)(2)(A), (a)(2)(B), (a)(2)(C), and (a)(2)(D) of Code Section
537 44-7A-402.
- 538 (b) If a dwelling unit or other part of the premises is substantially damaged by a fire, other
539 casualty, or natural disaster and continued occupancy of the unit is unlawful or dangerous
540 or requires repairs that can be made only if the tenant vacates the unit, the landlord may
541 terminate the lease by giving the tenant notice in a record that the lease will terminate on
542 a specified date, which shall be at least five days after the notice is given.
- 543 (c) If a landlord's noncompliance with the lease or Code Section 44-7A-302 materially
544 interferes with the health or safety of a tenant or immediate family member or the use and

545 enjoyment of the premises by the tenant or immediate family member and it is impossible
546 for the landlord to remedy the noncompliance within the applicable period specified in
547 Code Section 44-7A-401, the tenant may terminate the lease as provided in subsection (b)
548 of Code Section 44-7A-404 or, subject to subsection (d) of this Code section, continue the
549 lease and recover actual damages limited to diminution in the value of the dwelling unit.
550 (d) If a landlord's noncompliance with the lease or Code Section 44-7A-302 materially
551 interferes with the health or safety of a tenant or immediate family member or the use and
552 enjoyment of the premises by the tenant or immediate family member and it is impossible
553 for the landlord to remedy the noncompliance not later than 30 days after receiving the
554 notice under Code Section 44-7A-401, the landlord may terminate the lease by giving the
555 tenant notice in a record that the lease will terminate on a specified date, which shall be at
556 least 30 days after the landlord gives the notice. The landlord shall not rent the unit for 90
557 days after termination of the lease.
558 (e) If a lease is terminated under this Code section, the landlord shall return any security
559 deposit and unearned rent to which the tenant is entitled under Code Section 44-7A-1204.
560 (f) This Code section shall not preclude:
561 (1) A landlord from seeking actual damages from the tenant under law other than this
562 chapter for damage to the premises caused by an act or omission of the tenant, immediate
563 family member, or guest; or
564 (2) A tenant from seeking actual damages from the landlord under law other than this
565 chapter if the fire or other casualty was caused by an act or omission of the landlord or
566 landlord's agent.

567 44-7A-404.
568 (a) If a landlord's noncompliance with the lease or Code Section 44-7A-302 materially
569 interferes with the health or safety of the tenant or immediate family member and the
570 noncompliance is not remedied within the period specified in subparagraph (B) of

571 paragraph (2) of Code Section 44-7A-401, the tenant may terminate the lease by giving the
572 landlord notice in a record of the tenant's intent to terminate the lease immediately or on
573 a specified date, which is not later than 30 days after the date of the notice.

574 (b) If a landlord's noncompliance with the lease or Code Section 44-7A-302 materially
575 interferes with the use and enjoyment of the premises unrelated to the health or safety of
576 the tenant or immediate family member and the noncompliance is not remedied within the
577 period specified in subparagraph (A) of paragraph (2) of Code Section 44-7A-401, the
578 tenant may terminate the lease by giving the landlord notice in a record of the tenant's
579 intent to terminate the lease on a specified date, which shall be at least 14 days after the
580 expiration of the period allowed under Code Section 44-7A-401 for the remedy of the
581 noncompliance.

582 (c) In addition to terminating a lease as provided in subsection (a) or (b) of this Code
583 section, the tenant may recover actual damages.

584 (d) If a tenant terminates a lease under this Code section, the landlord shall return any
585 security deposit and unearned rent to which the tenant is entitled under Code Section
586 44-7A-1204.

587 44-7A-405.

588 (a) Except as otherwise provided in subsection (d) of this Code section, if a landlord does
589 not deliver physical possession of the dwelling unit to the tenant under Code Section
590 44-7A-301, the tenant is not required to pay rent until possession is delivered and may:

591 (1) Terminate the lease by giving notice in a record to the landlord at any time before the
592 landlord delivers possession of the unit to the tenant; or

593 (2) Demand performance of the lease by the landlord and:

594 (A) Recover actual damages and obtain possession of the unit from the landlord; or

595 (B) Obtain possession of the unit from any person wrongfully in possession by any
596 lawful means the landlord could have used.

597 (b) If a tenant terminates the lease under paragraph (1) of subsection (a) of this Code
598 section, the landlord shall return any amounts received from the tenant before the
599 commencement of the term of the lease.

600 (c) In addition to the rights of a tenant under subsections (a) and (b) of this Code section,
601 if a landlord's failure to deliver possession to the tenant under Code Section 44-7A-301 is
602 willful, the tenant may recover three times the periodic rent or three times the actual
603 damages, whichever is greater.

604 (d) If a tenant seeks possession under subparagraph (a)(2)(B) of this Code section, the
605 tenant is liable to the landlord for rent and may recover from the person wrongfully in
606 possession the damages provided in Code Section 44-7A-802.

607 44-7A-406.

608 (a) Subject to subsection (d) of this Code section, if a landlord fails to comply with the
609 lease or Code Section 44-7A-302, the tenant may give notice to the landlord under Code
610 Section 44-7A-401 specifying the noncompliance. If the landlord fails to remedy the
611 noncompliance within the applicable period specified in Code Section 44-7A-401 and the
612 reasonable cost to remedy the noncompliance does not exceed one month's periodic rent,
613 the tenant may make repairs to remedy the noncompliance at the landlord's expense.

614 (b) A tenant that makes repairs under subsection (a) of this Code section is entitled to
615 recover the actual and reasonable cost incurred or the reasonable value of the work
616 performed to remedy the noncompliance, not exceeding one month's periodic rent. Unless
617 the tenant has been reimbursed by the landlord, the tenant may deduct the cost or value
618 from rent after submitting to the landlord an itemized statement, accompanied by receipts
619 for purchased items and services.

620 (c) A repair under subsection (a) of this Code section shall be made in a professional
621 manner and in compliance with applicable law.

622 (d) A tenant shall not repair a noncompliance at the landlord's expense under subsection
623 (a) of this Code section to the extent:

624 (1) The noncompliance was caused by an act or omission of the tenant, immediate family
625 member, or guest; or

626 (2) The landlord was unable to remedy the noncompliance within the applicable period
627 specified in Code Section 44-7A-401 because the tenant, immediate family member, or
628 guest denied the landlord access to the dwelling unit.

629 (e) A tenant's use of the remedy under this Code section is limited to one month's periodic
630 rent during any 12 month period.

631 44-7A-407.

632 (a) Except as otherwise provided in Code Section 44-7A-403, if a tenant fails to receive
633 an essential service the landlord has a duty to provide under subsection (b) of Code Section
634 44-7A-302, the tenant may give notice to the landlord under Code Section 44-7A-401
635 specifying the failure. If the landlord fails to provide the essential service within the
636 applicable period specified in Code Section 44-7A-401, the tenant may:

637 (1) Take appropriate measures to secure the essential service during the period of the
638 landlord's noncompliance and deduct the actual and reasonable cost from the rent; or

639 (2) Procure comparable substitute housing at the landlord's expense during the period of
640 the noncompliance and recover actual damages.

641 (b) This Code section shall not apply if the tenant's failure to receive the essential service
642 was caused by an act or omission of the tenant, immediate family member, or guest.

643 44-7A-408.

644 (a) If a landlord fails to comply with the lease or Code Section 44-7A-302 and the tenant
645 has complied with Code Section 44-7A-401, the tenant may defend an action by the
646 landlord based on nonpayment of rent on the ground that no rent was due because of the

647 noncompliance and counterclaim for any amount the tenant may recover under the lease
648 or this chapter.

649 (b) If a tenant is in possession of the dwelling unit when the landlord files an action based
650 on nonpayment of rent, either party may seek a court order directing the tenant to pay all
651 or part of the unpaid rent and all additional rent as it accrues into an escrow account with
652 the court or a bank or other entity authorized by the court to hold funds in escrow.

653 (c) If rent has been paid into escrow under this Code section and the court determines the
654 landlord fully complied with the lease and Code Section 44-7A-302, the court shall order
655 the immediate release to the landlord of rent held in escrow and enter judgment for any
656 remaining rent owed.

657 (d) If rent has been paid into escrow under this Code section and the court determines that
658 the landlord's noncompliance with the lease or Code Section 44-7A-302 materially
659 interferes with the health or safety of a tenant or an immediate family member or the use
660 and enjoyment of the premises by the tenant or an immediate family member, the court
661 may order one or more of the following:

662 (1) Release to the landlord of all or part of the rent held in escrow to be used only to
663 bring the premises into compliance with the lease or Code Section 44-7A-302;

664 (2) Return to the tenant of all or part of the rent held in escrow in compensation for:

665 (A) A repair made by the tenant in compliance with Code Section 44-7A-406; or

666 (B) Actual damages;

667 (3) The tenant's continued payment of rent into escrow as rent becomes due or abatement
668 of future rent until the landlord brings the premises into compliance with the lease or
669 Code Section 44-7A-302; and

670 (4) Payment to the landlord of any rent held in escrow not otherwise payable to the
671 tenant.

672 (e) If rent has not been paid into escrow under this Code section and the court determines
673 that the landlord complied with the lease and Code Section 44-7A-302, the court shall
674 render judgment for unpaid rent.

675 (f) If rent has not been paid into escrow under this Code section and the court determines
676 that the landlord's noncompliance with the lease or Code Section 44-7A-302 materially
677 interferes with the health or safety of a tenant or immediate family member or the use and
678 enjoyment of the premises by the tenant or an immediate family member, the court shall
679 render judgment for unpaid rent less any amount expended by the tenant in compliance
680 with Code Section 44-7A-406 to repair the premises and actual damages.

681 (g) In addition to the other remedies provided in this Code section, the court may award
682 possession or other appropriate relief if the court determines the tenant:

683 (1) Acted in bad faith in withholding rent; or

684 (2) Failed to comply with an order to pay rent into escrow under subsection (b) of this
685 Code section or to pay rent or other amounts owed to the landlord under this Code
686 section.

687 (h) The court shall not award possession if the court determines that the tenant withheld
688 rent in good faith and the tenant complies with an order to pay unpaid rent into escrow or
689 to the landlord under this Code section.

690 44-7A-409.

691 (a) If a landlord unlawfully removes or excludes the tenant from the premises or willfully
692 interrupts or causes the interruption of an essential service the landlord has the duty to
693 provide to the tenant, the tenant may recover three times the periodic rent or three times
694 damages, whichever is greater, and:

695 (1) Recover possession; or

696 (2) Terminate the lease by giving the landlord notice in a record of the tenant's intent to
697 terminate the lease immediately or on a later specified date.

698 (b) If a tenant terminates the lease under paragraph (2) of subsection (a) of this Code
699 section, the landlord shall return any security deposit and unearned rent to which the tenant
700 is entitled under Code Section 44-7A-1204.

701 ARTICLE 5

702 44-7A-501.

703 (a) As used in this Code section, the term 'normal wear and tear' means deterioration that
704 results from the intended use of a dwelling unit, including breakage or malfunction due to
705 age or deteriorated condition. Such term does not include deterioration that results from
706 negligence, carelessness, accident, or abuse of the unit, fixtures, equipment, or other
707 tangible personal property by the tenant, immediate family member, or guest.

708 (b) A tenant:

709 (1) Shall comply with the obligations imposed on the tenant by the lease and this chapter;

710 (2) Shall comply with the obligations imposed on a tenant by any building, housing, fire,
711 or health code or other law;

712 (3) Except with respect to duties imposed on the landlord by the lease, this chapter, or
713 law other than this chapter, shall keep the dwelling unit reasonably safe and sanitary;

714 (4) Shall remove all garbage, rubbish, and other debris from the unit in a clean and safe
715 manner;

716 (5) Shall keep all plumbing fixtures in the unit reasonably clean;

717 (6) Shall use in a reasonable manner all electrical, plumbing, heating, ventilating, and
718 air-conditioning systems and other facilities and appliances on the premises;

719 (7) Without the landlord's consent, shall not intentionally or negligently:

720 (A) Destroy, deface, damage, impair, remove, or render inoperative any part of the
721 premises;

- 722 (B) Destroy, deface, damage, impair, remove, or render inoperative any safety
723 equipment on the premises; or
- 724 (C) Permit an immediate family member or guest to do any of the acts specified in this
725 paragraph;
- 726 (8) Shall not disturb the use and enjoyment of the premises by another tenant or permit
727 an immediate family member or guest to do the same;
- 728 (9) Shall not engage in or permit an immediate family member or guest to engage in
729 criminal activity;
- 730 (10) Shall notify the landlord within a reasonable time of any condition of the premises
731 which requires repair by the landlord under the lease or Code Section 44-7A-302;
- 732 (11) Shall return the dwelling unit to the landlord at the termination of the lease in the
733 same condition as it was at the commencement of the term of the lease, with the premises
734 free of any damage caused by the tenant, immediate family member, or guest, except for:
- 735 (A) Normal wear and tear;
- 736 (B) Damage resulting from a cause beyond the control of the tenant, immediate family
737 member, or guest; and
- 738 (C) Any addition and improvement installed on the premises with the landlord's
739 consent; and
- 740 (12) Unless the landlord and tenant otherwise agree, shall use the dwelling unit only for
741 residential purposes.

742 ARTICLE 6

743 44-7A-601.

- 744 (a) Except as otherwise provided by law other than this chapter and subject to subsection
745 (b) of this Code section:

746 (1) A landlord may terminate a lease for nonpayment of rent when the rent is unpaid
747 when due by giving the tenant notice in a record stating that if the rent remains unpaid
748 14 days after the notice is given, the lease will terminate on expiration of the 14 day
749 period or a later specified date; or

750 (2) If there is a material noncompliance with a lease or this chapter by the tenant, other
751 than nonpayment of rent, the landlord may give the tenant notice in a record specifying
752 the act or omission constituting the noncompliance and stating that if the noncompliance
753 is not remedied not later than 14 days after the landlord gives the notice, the lease will
754 terminate on a specified date which shall be at least 30 days after the landlord gives the
755 notice.

756 (b) A landlord may terminate the lease without giving the tenant an opportunity to remedy
757 a noncompliance by giving the tenant the notice described in subsection (c) of this Code
758 section if:

759 (1) The tenant failed to pay rent in a timely manner on at least two occasions within the
760 four-month period preceding the notice to terminate the lease;

761 (2) The tenant committed substantially the same act or omission for which notice under
762 paragraph (2) of subsection (a) of this Code section was given within six months
763 preceding the latest noncompliance;

764 (3) The noncompliance by the tenant, immediate family member, or guest poses an
765 actual and imminent threat to the health or safety of any individual on the premises or the
766 landlord or landlord's agent; or

767 (4) Subject to subsection (e) of this Code section, the tenant, immediate family member,
768 or guest has committed a criminal act.

769 (c) Notice in a record terminating a lease under subsection (b) of this Code section shall
770 specify the reason for the termination and state that:

771 (1) For a termination under paragraph (1) or (2) of subsection (b) of this Code section,
772 the lease will terminate on a specified date, which shall be at least 14 days after the
773 landlord gave the notice; or

774 (2) For a termination under paragraph (3) or (4) of subsection (b) of this Code section,
775 the lease will terminate immediately or on a later specified date.

776 (d) Except as otherwise provided in this chapter, if a tenant fails to comply with Code
777 Section 44-7A-501, the landlord may:

778 (1) Obtain injunctive relief or specific performance; or

779 (2) Regardless of whether the lease terminates as a result of the tenant's noncompliance,
780 recover actual damages.

781 (e) A landlord shall not terminate a lease under paragraph (4) of subsection (b) of this
782 Code section if the criminal act was the act of an immediate family member or guest, and
783 the tenant:

784 (1) Neither knew nor should have known the act was going to be committed; and

785 (2) Took reasonable steps to ensure that there will not be a repeated criminal act on the
786 premises by the immediate family member or guest.

787 44-7A-602.

788 (a) Subject to subsection (b) of this Code section, acceptance by a landlord of rent for two
789 or more successive rental periods with knowledge of noncompliance by the tenant with the
790 lease or this chapter or acceptance by the landlord of the tenant's performance that varies
791 from the terms of the lease or this chapter is a waiver of the landlord's right to terminate
792 the lease for the noncompliance, unless the landlord and tenant otherwise agree after the
793 noncompliance occurs.

794 (b) This Code section shall not prevent a landlord or tenant from exercising a right under
795 Code Section 44-7A-801 to terminate a periodic tenancy.

796 44-7A-603.

797 (a) Distraint for rent is abolished.

798 (b) A landlord shall not create, perfect, or enforce a lien or security interest on a tenant's
799 tangible personal property to secure the tenant's performance under the lease or this
800 chapter. This subsection shall not apply to a lien or security interest created or perfected
801 before July 1, 2023.

802 44-7A-604.

803 (a) As used in this Code section, the term 'reasonable efforts' means steps a landlord would
804 take to rent a dwelling unit if the unit is vacated at the end of a term, including showing the
805 unit to a prospective tenant or advertising the availability of the unit.

806 (b) A tenant abandons a dwelling unit if:

807 (1) The tenant delivers possession of the unit to the landlord before the end of the term
808 by returning the keys or other means of access or otherwise notifies the landlord the unit
809 has been vacated; or

810 (2) Rent that is due was not paid for at least five days and the tenant has:

811 (A) Vacated the unit by removing substantially all of the tenant's personal property
812 from the unit and the premises; and

813 (B) Caused the termination of an essential service or otherwise indicated by words or
814 conduct that the tenant has no intention to return to the unit.

815 (c) If a tenant abandons the dwelling unit before the end of the term of the lease, the
816 landlord may recover possession of the unit without a court order and may:

817 (1) Accept the tenant's abandonment of the unit by notice in a record given to the tenant,
818 in which case:

819 (A) The lease terminates on the date of abandonment;

820 (B) The landlord and tenant are liable to each other under the lease only for a
821 noncompliance with the lease or this chapter which occurred before the lease
822 terminates; and

823 (C) The landlord shall return any security deposit and unearned rent to which the tenant
824 is entitled under Code Section 44-7A-1204; or

825 (2) Treat the abandonment as wrongful.

826 (d) If a landlord treats abandonment of a dwelling unit as wrongful under paragraph (2)
827 of subsection (c) of this Code section, the tenant remains liable under the lease and the
828 landlord has a duty to mitigate by making reasonable efforts to rent the unit, subject to the
829 following rules:

830 (1) The landlord's duty to mitigate does not take priority over the landlord's right to lease
831 first any other dwelling unit the landlord has available to lease;

832 (2) If the landlord leases the abandoned unit to another person for a term beginning
833 before the expiration of the term of the lease of the abandoning tenant, the lease
834 terminates as of the date of the new tenancy and the landlord may recover actual damages
835 from the abandoning tenant;

836 (3) If the landlord makes reasonable efforts to lease the abandoning tenant's unit but is
837 unable to lease it or is able to lease it only for an amount less than the rent payable by the
838 abandoning tenant, the landlord may recover actual damages from the abandoning tenant;

839 (4) If the landlord fails to make reasonable efforts to lease the abandoning tenant's unit,
840 the lease terminates as of the date of abandonment, and the landlord and tenant are liable
841 to each other under the lease or this chapter only for a noncompliance with the lease or
842 this chapter which occurred before the date of abandonment; and

843 (5) After deducting the landlord's actual damages, the landlord shall return any security
844 deposit and unearned rent to which the tenant is entitled under Code Section 44-7A-1204.

845 44-7A-605.

846 Except as otherwise provided in Code Section 44-7A-604, a landlord:

847 (1) Shall not recover or take possession of a dwelling unit by an act of self-help,
848 including willful interruption or causing the willful interruption of an essential service to
849 the unit; and

850 (2) May recover possession of a dwelling unit following termination of a lease only
851 through an action permitted by law other than this chapter.

852 ARTICLE 7

853 44-7A-701.

854 (a) Except as otherwise provided in this Code section, a landlord shall not enter a dwelling
855 unit unless:

856 (1) Entry is permitted by the lease or the tenant otherwise agrees;

857 (2) Entry is under a court order;

858 (3) The tenant has abandoned the unit under Code Section 44-7A-604; or

859 (4) Permitted by law other than this chapter.

860 (b) A tenant shall not unreasonably withhold consent for the landlord to enter the dwelling
861 unit to:

862 (1) Inspect the unit;

863 (2) Make a necessary or agreed-to repair, alteration, or improvement;

864 (3) Supply a necessary or agreed-to service; or

865 (4) Exhibit the unit to a prospective or actual purchaser, mortgagee, tenant, worker, or
866 contractor or a public official responsible for enforcing a building, housing, fire, or health
867 code or other law.

868 (c) Except as otherwise provided in subsection (d) or (e) of this Code section, a landlord
869 may enter a dwelling unit only at a reasonable time and with the tenant's consent and shall
870 give the tenant at least 24 hours' notice of the intent to enter the unit.

871 (d) For routine maintenance or pest control, a landlord may enter the dwelling unit without
872 the tenant's consent if the landlord gives the tenant:

873 (1) At least 72 hours' notice of the intent to enter the unit; or

874 (2) A fixed schedule for maintenance or pest control at least 72 hours before the first
875 scheduled entry into the unit.

876 (e) In an emergency or when maintenance or repairs are being made at a tenant's request,
877 the landlord may enter the dwelling unit without the tenant's consent if the landlord gives
878 notice that is reasonable under the circumstances. If the landlord enters the unit when the
879 tenant is not present and notice was not given, the landlord shall leave notice of the entry
880 in a conspicuous place in the unit stating the fact of entry, the date and time of entry, and
881 the reason for the entry.

882 (f) When notice is given under this Code section before the landlord enters the unit, the
883 notice shall state the intended purpose for the entry and the date and a reasonable period
884 during which the landlord anticipates making the entry.

885 (g) A landlord shall not abuse the right under this Code section to enter a tenant's dwelling
886 unit or use the right to harass the tenant.

887 44-7A-702.

888 (a) If a tenant unreasonably refuses to allow the landlord access to the dwelling unit, the
889 landlord may recover actual damages or one month's periodic rent, whichever is greater,
890 and:

891 (1) The court may compel the tenant to grant the landlord access to the unit; or

892 (2) The landlord may terminate the lease by giving the tenant notice in a record stating
893 that if the tenant fails to grant the landlord access to the unit not later than 14 days after

894 the notice, the lease will terminate on expiration of the 14 day period or on a later
895 specified date.

896 (b) If a landlord unlawfully enters a tenant's dwelling unit, lawfully enters but in an
897 unreasonable manner, or makes repeated demands to enter that are otherwise lawful but
898 have the effect of harassing the tenant, the tenant may recover actual damages or one
899 month's periodic rent, whichever is greater, and:

900 (1) Seek injunctive relief to prevent the recurrence of the conduct; or

901 (2) Terminate the lease by giving the landlord notice in a record that the lease will
902 terminate immediately or on a later specified date which is not later than 30 days after
903 notice is given.

904 ARTICLE 8

905 44-7A-801.

906 (a) A periodic tenancy continues until the landlord or tenant gives the other the notice
907 under subsection (b) of this Code section.

908 (b) Except as otherwise provided in this chapter, a landlord or tenant may terminate a
909 periodic tenancy:

910 (1) For week to week, by giving the other at least five days' notice in a record of the
911 party's intent to terminate the tenancy on a specified date; and

912 (2) For month to month, by giving the other at least one month's notice in a record of the
913 party's intent to terminate the tenancy at the end of the monthly period.

914 44-7A-802.

915 (a) Except as otherwise provided in subsection (b) of this Code section and subparagraph
916 (a)(2)(B) of Code Section 44-7A-405, if a tenant remains in possession without the
917 landlord's consent after expiration of a tenancy for a fixed term or termination of a periodic

918 tenancy, the landlord may bring an action for possession. If the tenant's holdover is willful,
919 the landlord may recover three times the periodic rent or three times the actual damages,
920 whichever is greater.

921 (b) Unless a landlord and tenant otherwise agree in a record, if the tenant remains in
922 possession with the landlord's consent after expiration of a tenancy for a fixed term, a
923 periodic tenancy for month to month arises under the same terms as the expired lease.

924 44-7A-803.

925 (a) If a sole tenant under a lease dies before the end of a tenancy for a fixed term or a
926 periodic tenancy, the tenant's surviving spouse who resides in the dwelling unit may
927 assume the lease by giving the landlord notice in a record not later than 20 days after the
928 tenant's death stating the intent of the spouse to assume the lease. On assuming the lease,
929 the spouse becomes the tenant under the lease.

930 (b) Except as otherwise provided in this Code section or law other than this chapter, a
931 landlord or tenant representative may terminate the lease of a deceased tenant by giving to
932 the other and to a surviving spouse of the tenant who resides in the dwelling unit notice in
933 a record. The notice shall state the lease will terminate on a specified date, which shall be
934 at least 30 days after the notice in the case of a tenancy for a fixed term or a specified date
935 consistent with subsection (b) of Code Section 44-7A-801 in the case of a periodic tenancy.
936 Notice sent to a surviving spouse shall also state that the surviving spouse has 20 days after
937 receipt of the notice to assume the lease. If the spouse assumes the lease, the spouse
938 becomes the tenant under the lease.

939 (c) If a deceased tenant is survived by a spouse who resides in the dwelling unit, notice to
940 terminate a lease under subsection (b) of this Code section shall not be given before the
941 time specified in subsection (a) of this Code section expires.

942 (d) If a landlord is unable to contact a deceased tenant's surviving spouse who resides in
943 the dwelling unit or tenant representative for the purpose of terminating the lease under

944 subsection (b) of this Code section, the landlord may terminate the lease without notice if
945 rent that was due was not paid for at least 25 days.

946 ARTICLE 9

947 44-7A-901.

948 (a) A landlord shall not engage in conduct described in subsection (b) of this Code section
949 if the landlord's purpose is to retaliate against a tenant that:

950 (1) Complained to a governmental agency responsible for enforcement of a building,
951 housing, fire, or health code or other law, alleging a violation applicable to the premises
952 materially affecting the health or safety of the tenant or immediate family member;

953 (2) Complained to a governmental agency responsible for enforcement of laws
954 prohibiting discrimination in rental housing;

955 (3) Complained to the landlord of noncompliance with the lease or Code Section
956 44-7A-302;

957 (4) Organized or became a member of a tenant's union or similar organization;

958 (5) Exercised or attempted to exercise a right or remedy under the lease, this chapter, or
959 law other than this chapter; or

960 (6) Pursued an action or administrative remedy against the landlord or testified against
961 the landlord in court or an administrative proceeding.

962 (b) Conduct that may be retaliatory under subsection (a) of this Code section includes
963 doing or threatening to do any of the following:

964 (1) Increasing the rent or fees;

965 (2) Decreasing services, increasing the tenant's obligations, imposing different rules on,
966 or selectively enforcing the landlord's rules against, the tenant or immediate family
967 member, or otherwise materially altering the terms of the lease;

968 (3) Bringing an action for possession on a ground other than nonpayment of rent;

- 969 (4) Refusing to renew a tenancy for a fixed term under a lease containing a renewal
970 option that is exercisable by the tenant without negotiation with the landlord, for any
971 period after the lease would otherwise terminate;
- 972 (5) Terminating a periodic tenancy; or
- 973 (6) Committing a criminal act against the tenant, immediate family member, or guest.
- 974 (c) A landlord is not liable for retaliation under subsection (a) of this Code section if:
- 975 (1) The violation of which the tenant complained under paragraph (1) or (2) of
976 subsection (a) of this Code section was caused primarily by the tenant, immediate family
977 member, or guest;
- 978 (2) The tenant's conduct described in subsection (a) of this Code section was in an
979 unreasonable manner or at an unreasonable time or was repeated in a manner harassing
980 the landlord;
- 981 (3) The tenant was in default in the payment of rent at the time notice of the action
982 described in paragraph (3) of subsection (b) of this Code section was sent;
- 983 (4) The tenant, immediate family member, or guest engaged in conduct that threatened
984 the health or safety of another tenant on the premises;
- 985 (5) The tenant, immediate family member, or guest engaged in a criminal act;
- 986 (6) The landlord is seeking to recover possession based on a notice to terminate the lease
987 and the notice was given to the tenant before the tenant engaged in conduct described in
988 subsection (a) of this Code section; or
- 989 (7) The landlord is complying or complied with a building, housing, fire, or health code
990 or other law by making a required repair, alteration, remodeling, or demolition that
991 effectively deprives the tenant of the use and enjoyment of the premises.

992 44-7A-902.

993 (a) If a landlord's purpose for engaging in conduct described in subsection (b) of Code
994 Section 44-7A-901 is to retaliate against the tenant for conduct described in subsection (a)
995 of Code Section 44-7A-901:

996 (1) The tenant has a defense against an action for possession, may recover possession,
997 or may terminate the lease; and

998 (2) The tenant may recover three times the periodic rent or three times the actual
999 damages, whichever is greater.

1000 (b) If a tenant terminates a lease under subsection (a) of this Code section, the landlord
1001 shall return any security deposit and unearned rent to which the tenant is entitled under
1002 Code Section 44-7A-1204.

1003 (c) A tenant's exercise of a right under this Code section shall not release the landlord from
1004 liability under Code Section 44-7A-402.

1005 44-7A-903.

1006 (a) Except as otherwise provided in subsection (b) of this Code section, evidence that a
1007 tenant engaged in conduct described in subsection (a) of Code Section 44-7A-901 within
1008 six months before the landlord's alleged retaliatory conduct creates a rebuttable
1009 presumption that the purpose of the landlord's conduct was retaliation.

1010 (b) A presumption does not arise under subsection (a) of this Code section if the tenant
1011 engaged in conduct described in subsection (a) of Code Section 44-7A-901 after the
1012 landlord gave the tenant notice of the landlord's intent to engage in conduct described in
1013 paragraphs (1) through (5) of subsection (b) of Code Section 44-7A-901.

1014 (c) A landlord may rebut a presumption under subsection (a) of this Code section by a
1015 preponderance of evidence showing that the landlord had sufficient justification for
1016 engaging in the conduct that created the presumption and would have engaged in the

1017 conduct in the same manner and at the same time whether or not the tenant engaged in
1018 conduct described in subsection (a) of Code Section 44-7A-901.

1019 44-7A-904.

1020 If a tenant engages in conduct described in paragraph (1) or (5) of subsection (a) of Code
1021 Section 44-7A-901 knowing there is no factual or legal basis for the conduct, the landlord
1022 may recover actual damages and the court may award the landlord up to three times the
1023 periodic rent.

1024 ARTICLE 10

1025 44-7A-1001.

1026 (a) For purposes of this article, possession of a dwelling unit is relinquished to the landlord
1027 when:

1028 (1) The tenant vacates the unit at the termination of the tenancy; or

1029 (2) The tenant abandons the unit under Code Section 44-7A-604.

1030 (b) If personal property remains on the premises after possession of a dwelling unit is
1031 relinquished to the landlord and the landlord and tenant do not agree otherwise at the time
1032 of relinquishment, the landlord shall:

1033 (1) Subject to subsection (c) of this Code section, give the tenant notice in a record of the
1034 tenant's right to retrieve the property; and

1035 (2) Leave the property in the unit or store the property on the premises or in another
1036 place of safekeeping and exercise reasonable care in moving or storing the property.

1037 (c) The notice required by paragraph (1) of subsection (b) of this Code section shall be
1038 posted at the dwelling unit and:

- 1039 (1) Sent to any forwarding address the tenant provided to the landlord or an address
1040 provided under Code Section 44-7A-109 or, if no address is provided, to the address of
1041 the unit;
- 1042 (2) Inform the tenant of the right to contact the landlord to claim the property within the
1043 period specified in subsection (d) of this Code section, subject to payment of the
1044 landlord's inventorying, moving, and storage costs; and
- 1045 (3) Provide a telephone number, email address, or mailing address at which the landlord
1046 may be contacted.
- 1047 (d) If a tenant contacts the landlord to claim personal property not later than eight days
1048 after the landlord gives notice under paragraph (1) of subsection (b) of this Code section,
1049 the landlord shall permit the tenant to retrieve personal property not later than five days
1050 after the date of contact or within a longer period to which the parties agree.
- 1051 (e) A landlord may require the tenant to pay reasonable inventorying, moving, and storage
1052 costs before retrieving personal property under subsection (d) of this Code section.
- 1053 (f) This Code section shall not prohibit a landlord from immediately disposing of
1054 perishable food, hazardous material, garbage, and trash or transferring an animal to an
1055 animal control officer, humane society, or other person willing to care for the animal.
- 1056 (g) Unless a landlord and tenant otherwise agree, if the tenant fails to contact the landlord
1057 or retrieve personal property as provided in subsection (d) of this Code section, the
1058 property is deemed abandoned and:
- 1059 (1) If a sale is economically feasible, the landlord shall sell the property and, after
1060 deducting the reasonable cost of inventorying, moving, storing, and disposing of the
1061 property, shall treat the proceeds as part of the tenant's security deposit; or
- 1062 (2) If a sale is not economically feasible, the landlord may dispose of the property in any
1063 manner the landlord considers appropriate.
- 1064 (h) A landlord that complies with this Code section is not liable to the tenant or another
1065 person for a claim arising from removal of personal property from the premises.

1066 (i) A landlord that recovers possession of a dwelling unit under a court order is not
1067 required to comply with this Code section. If a landlord that recovers possession under a
1068 court order complies with this Code section, such landlord is not liable to the tenant or
1069 another person for a claim arising from removal of personal property from the premises.

1070 44-7A-1002.

1071 (a) If a landlord knows that a tenant who was the sole occupant of the dwelling unit has
1072 died, the landlord:

1073 (1) Shall notify a tenant representative of the death;

1074 (2) Shall give the representative access to the premises at a reasonable time to remove
1075 any personal property from the unit and other personal property of the tenant elsewhere
1076 on the premises;

1077 (3) May require the representative to prepare and sign an inventory of the property being
1078 removed; and

1079 (4) Shall pay the representative the deceased tenant's security deposit and unearned rent
1080 to which the tenant otherwise would have been entitled under Code Section 44-7A-1204.

1081 (b) A contact person or heir accepts appointment as a tenant representative by exercising
1082 authority under this chapter or other assertion or conduct indicating acceptance.

1083 (c) The authority of a contact person or heir to act under this chapter terminates when the
1084 person, heir, or landlord knows that a personal representative has been appointed for the
1085 deceased tenant's estate.

1086 (d) A landlord that complies with this Code section is not liable to the tenant's estate or
1087 another person for unearned rent, a security deposit, or a claim arising from removal of
1088 personal property from the premises.

1089 (e) A landlord that willfully violates subsection (a) of this Code section is liable to the
1090 estate of the deceased tenant for actual damages.

1091 (f) In addition to the rights provided in this Code section, a tenant representative has the
1092 deceased tenant's rights and responsibilities under Code Section 44-7A-1001.

1093 44-7A-1003.

1094 (a) If a landlord knows of the death of a tenant who, at the time of death, was the sole
1095 occupant of the dwelling unit, and the landlord terminates the lease under subsection (d)
1096 of Code Section 44-7A-803 because the landlord is unable to contact a tenant
1097 representative, the landlord:

1098 (1) Shall mail notice to the tenant at the tenant's last known address or other address of
1099 the tenant known to the landlord and to any person the tenant has told the landlord to
1100 contact in the case of an emergency stating:

1101 (A) The name of the tenant and address of the dwelling unit;

1102 (B) The approximate date of the tenant's death;

1103 (C) That, if the personal property on the premises is not claimed within 60 days after
1104 the notice was sent, the property is subject to disposal by the landlord; and

1105 (D) The landlord's name, telephone number, and mail or email address at which the
1106 landlord may be contacted to claim the property; and

1107 (2) With the exercise of reasonable care, may leave the property in the dwelling unit or
1108 inventory the property and store it on the premises or in another place of safekeeping.

1109 (b) If a tenant representative is subsequently identified, the representative may retrieve the
1110 deceased tenant's personal property from the landlord not later than 60 days after the notice
1111 under subsection (a) of this Code section. The landlord may require the representative to
1112 pay the reasonable inventorying, moving, and storage costs before retrieving the property.

1113 (c) If a deceased tenant's personal property is not retrieved within the time specified in
1114 subsection (b) of this Code section, the landlord may dispose of the property in compliance
1115 with subsection (g) of Code Section 44-7A-1001.

1116 (d) A landlord that complies with this Code section is not liable to the tenant's estate or
1117 another person for a claim arising from removal of personal property from the premises.

1118 ARTICLE 11

1119 44-7A-1101.

1120 As used in this article, the term:

1121 (1) 'Attesting third party' means a law enforcement official, licensed healthcare
1122 professional, victim advocate, or victim services provider.

1123 (2) 'Dating violence' means dating violence as defined in Code Section 19-13A-1.

1124 (3) 'Family violence' means family violence as defined in Code Section 19-13-1.

1125 (4) 'Perpetrator' means an individual who commits an act of family violence, dating
1126 violence, stalking, or sexual assault on a tenant or immediate family member.

1127 (5) 'Sexual assault' means the offense of sexual assault as defined in Code Section
1128 24-4-413.

1129 (6) 'Stalking' means any act of stalking prohibited by Article 7 of Chapter 5 of Title 16.

1130 (7) 'Victim advocate' means an individual, whether paid or serving as a volunteer, who
1131 provides services to victims of family violence, dating violence, stalking, or sexual
1132 assault under the auspices or supervision of a victim services provider, court, or law
1133 enforcement or prosecution agency.

1134 (8) 'Victim services provider' means a person that assists victims of family violence,
1135 dating violence, stalking, or sexual assault. Such term includes a rape crisis center,
1136 family violence shelter, or faith based organization or other organization with a history
1137 of work concerning family violence, dating violence, stalking, or sexual assault.

1138 44-7A-1102.

1139 (a) Subject to subsection (e) of this Code section, if a victim of an act of family violence,
1140 dating violence, stalking, or sexual assault is a tenant or immediate family member and has
1141 a reasonable fear of suffering psychological harm or a further act of family violence, dating
1142 violence, stalking, or sexual assault if the victim continues to reside in the dwelling unit,
1143 the tenant, without the necessity of the landlord's consent, is released from the lease if the
1144 tenant gives the landlord a notice that complies with subsection (b) of this Code section
1145 and:

1146 (1) A copy of a court order that restrains a perpetrator from contact with the tenant or
1147 immediate family member;

1148 (2) Evidence of the conviction or adjudication of a perpetrator for an act of family
1149 violence, dating violence, stalking, or sexual assault against the tenant or immediate
1150 family member; or

1151 (3) A verification that complies with Code Section 44-7A-1104.

1152 (b) To be released from a lease under subsection (a) of this Code section, the tenant shall
1153 give the landlord notice in a record which:

1154 (1) States the tenant's intent to be released from the lease on a date which shall be at least
1155 30 days from the date of the notice or, if the perpetrator is a cotenant of the dwelling unit,
1156 an earlier date;

1157 (2) States facts giving rise to the fear of psychological harm or suffering a further act of
1158 family violence, dating violence, stalking, or sexual assault if the victim continues to
1159 reside in the unit; and

1160 (3) Is given to the landlord:

1161 (A) Not later than 90 days after an act of family violence, dating violence, stalking, or
1162 sexual assault against the tenant or immediate family member;

1163 (B) When a court order exists that restrains a perpetrator from contact with the tenant
1164 or immediate family member because of an act of family violence, dating violence,
1165 stalking, or sexual assault; or

1166 (C) If the perpetrator was incarcerated, not later than 90 days after the tenant acquired
1167 knowledge that the perpetrator is no longer incarcerated.

1168 (c) If there is only one individual tenant of the dwelling unit:

1169 (1) A release under subsection (a) of this Code section terminates the lease on the date
1170 specified in the notice under subsection (b) of this Code section if the tenant vacates the
1171 dwelling unit on or before that date; and

1172 (2) The tenant is not liable for rent accruing after the lease terminates or other actual
1173 damages resulting from termination of the lease, but the tenant remains liable to the
1174 landlord for rent and other amounts owed to the landlord before termination of the lease.

1175 (d) If there are multiple individual tenants of the dwelling unit:

1176 (1) The tenant who gave notice under subsection (b) of this Code section is released from
1177 the lease as of the date specified in the notice if the tenant vacates the dwelling unit on
1178 or before the specified date, but the release of one tenant under this Code section does not
1179 terminate the lease with respect to other tenants;

1180 (2) The tenant released from the lease is not liable to the landlord or any other person for
1181 rent accruing after the tenant's release or actual damages resulting from the tenant's
1182 release;

1183 (3) Any other tenant under the lease may recover from the perpetrator actual damages
1184 resulting from the termination; and

1185 (4) The landlord is not required to return to the tenant released from the lease or a
1186 remaining tenant any security deposit or unearned rent to which the tenant is otherwise
1187 entitled under Code Section 44-7A-1204 until the lease terminates with respect to all
1188 tenants.

1189 (e) This Code section does not apply if a tenant seeking the release from the lease is a
1190 perpetrator.

1191 44-7A-1103.

1192 If a tenant is released from a lease under Code Section 44-7A-1102, the landlord:

1193 (1) Except as otherwise provided in paragraph (4) of subsection (d) of Code Section
1194 44-7A-1102, shall return any security deposit and unearned rent to which the tenant is
1195 entitled under Code Section 44-7A-1204 after the tenant vacates the dwelling unit;

1196 (2) Shall not assess a fee or penalty against the tenant for exercising a right granted under
1197 Section Code 44-7A-1102; and

1198 (3) Shall not disclose information required to be reported to the landlord under Code
1199 Section 44-7A-1102 unless:

1200 (A) The tenant provides specific, time limited, and contemporaneous consent to the
1201 disclosure in a record signed by the tenant; or

1202 (B) The information is required to be disclosed by a court order or law other than this
1203 chapter.

1204 44-7A-1104.

1205 (a) A verification given by a tenant under paragraph (3) of subsection (a) of Section
1206 44-7A-1102 shall be under oath and include the following:

1207 (1) From the tenant:

1208 (A) The tenant's name and the address of the dwelling unit;

1209 (B) The approximate dates on which an act of family violence, dating violence,
1210 stalking, or sexual assault occurred;

1211 (C) The approximate date of the most recent act of family violence, dating violence,
1212 stalking, or sexual assault;

1213 (D) A statement that because of an act of family violence, dating violence, stalking, or
1214 sexual assault, the tenant or immediate family member has a reasonable fear that the
1215 tenant or family member will suffer psychological harm or a further act of family
1216 violence, dating violence, stalking, or sexual assault if the tenant or family member
1217 continues to reside in the unit; and

1218 (E) A statement that the representations in the verification are true and accurate to the
1219 best of the tenant's knowledge and the tenant understands that the verification could be
1220 used as evidence in court; and

1221 (2) From an attesting third party:

1222 (A) The name, business address, and business telephone number of the party;

1223 (B) The capacity in which the party received the information regarding the act of
1224 family violence, dating violence, stalking, or sexual assault;

1225 (C) A statement that the party has read the tenant's verification and been advised by the
1226 tenant that the tenant or immediate family member is the victim of an act of family
1227 violence, dating violence, stalking, or sexual assault and has a reasonable fear that the
1228 tenant or family member will suffer psychological harm or a further act of family
1229 violence, dating violence, stalking, or sexual assault if the tenant or family member
1230 continues to reside in the dwelling unit; and

1231 (D) A statement that the party, based on the tenant's verification, believes the tenant
1232 and understands that the verification may be used as the ground for releasing the tenant
1233 from a lease or terminating the tenant's interest under the lease.

1234 (b) If a verification given to a landlord by a tenant under paragraph (3) of subsection (a)
1235 of Code Section 44-7A-1102 contains a representation of a material fact known by the
1236 tenant to be false, the landlord may recover an amount not to exceed three times the
1237 periodic rent or three times actual damages, whichever is greater.

1238 44-7A-1105.

1239 (a) A landlord may recover from a perpetrator actual damages resulting from a tenant's
1240 exercise of a right under Code Section 44-7A-1102 and, if the perpetrator is a party to the
1241 lease who remains in possession of the dwelling unit, hold the perpetrator liable on the
1242 lease for all obligations under the lease or this chapter.

1243 (b) A perpetrator shall not recover actual damages or other relief resulting from the
1244 exercise of a right by a tenant under Code Section 44-7A-1102 or a landlord under this
1245 Code section.

1246 44-7A-1106.

1247 (a) Subject to subsections (b) and (c) of this Code section, if a tenant or immediate family
1248 member is a victim of an act of family violence, dating violence, stalking, or sexual assault
1249 and the tenant has a reasonable fear that the perpetrator or other person acting on the
1250 perpetrator's behalf may attempt to gain access to the dwelling unit, the tenant, without the
1251 landlord's consent, may cause the locks or other security devices for the unit to be changed
1252 or rekeyed in a professional manner and shall give a key or other means of access for the
1253 new locks or security devices to the landlord and any other tenant, other than the
1254 perpetrator, that is a party to the lease.

1255 (b) If locks or other security devices are changed or rekeyed under subsection (a) of this
1256 Code section, the landlord may change or rekey them, at the tenant's expense, to ensure
1257 compatibility with the landlord's master key or other means of access or otherwise
1258 accommodate the landlord's reasonable commercial needs.

1259 (c) If a perpetrator is a party to the lease, locks or other security devices shall not be
1260 changed or rekeyed under subsection (a) of this Code section unless a court order, other
1261 than an ex parte order, expressly requires that the perpetrator vacate the dwelling unit or
1262 restrains the perpetrator from contact with the tenant or immediate family member and a
1263 copy of the order has been given to the landlord.

1264 (d) A perpetrator shall not recover actual damages or other relief against a landlord or
1265 tenant resulting from the exercise of a right by the landlord or tenant under this Code
1266 section.

1267 44-7A-1107.

1268 (a) On issuance of a court order requiring a perpetrator to vacate a dwelling unit because
1269 of an act of family violence, dating violence, stalking, or sexual assault, other than an ex
1270 parte order, neither the landlord nor tenant has a duty to:

1271 (1) Allow the perpetrator access to the unit unless accompanied by a law enforcement
1272 officer; or

1273 (2) Provide the perpetrator with any means of access to the unit.

1274 (b) If a perpetrator is a party to the lease, on issuance of a court order requiring the
1275 perpetrator to vacate the dwelling unit, other than an ex parte order, the perpetrator's
1276 interest under the lease terminates, and the landlord and any remaining tenant may recover
1277 from the perpetrator actual damages resulting from the termination.

1278 (c) Termination of a perpetrator's interest under a lease under this Code section does not
1279 terminate the interest of any other tenant under the lease or alter the obligations of any
1280 other tenant under the lease.

1281 (d) A landlord is not required to return to a perpetrator whose interest under the lease
1282 terminates under this Code section or to any remaining tenant any security deposit or
1283 unearned rent until the lease terminates with respect to all tenants.

1284 44-7A-1108.

1285 (a) If a landlord has a reasonable belief that a tenant or immediate family member is the
1286 victim of an act of family violence, dating violence, stalking, or sexual assault and another
1287 tenant of the same landlord who resides in the same building as the tenant is the
1288 perpetrator, the landlord may terminate the perpetrator's interest in the lease by giving the

1289 perpetrator notice in a record that the perpetrator's interest will terminate immediately or
1290 on a later specified date, which is not later than 30 days after notice is given. The notice
1291 shall state that the landlord has a reasonable belief that the perpetrator has committed an
1292 act of family violence, dating violence, stalking, or sexual assault and the approximate date
1293 of the act.

1294 (b) Before giving notice to a perpetrator under subsection (a) of this Code section, the
1295 landlord shall give notice of the landlord's intent to terminate the perpetrator's interest to
1296 the tenant who was the victim of the act of family violence, dating violence, stalking, or
1297 sexual assault or whose immediate family member was the victim. Such notice may be
1298 given by any means reasonably calculated to reach the tenant, including oral
1299 communication, notice in a record, or notice sent to the tenant at any other address at which
1300 the landlord reasonably believes the tenant is located.

1301 (c) Failure of a tenant to receive the notice of the landlord's intent to terminate the
1302 perpetrator's interest under subsection (b) of this Code section does not affect the landlord's
1303 right to terminate under this Code section or expose the landlord to any liability.

1304 (d) If a landlord terminates a perpetrator's interest under a lease under this Code section,
1305 any other tenant under the lease may recover from the perpetrator actual damages resulting
1306 from the termination.

1307 (e) Termination of a perpetrator's interest under a lease under this Code section does not
1308 terminate the interest of any other tenant under the lease or alter the obligations of any
1309 other tenant under the lease.

1310 (f) A landlord is not required to return to a perpetrator whose interest under a lease is
1311 terminated under this Code section or to any other tenant under the lease any security
1312 deposit or unearned rent until the lease terminates with respect to all tenants.

1313 (g) In an action between a landlord and tenant involving the right of the landlord to
1314 terminate the tenant's interest under this Code section, the landlord shall prove by a

1315 preponderance of the evidence that the landlord had a reasonable belief that the tenant was
1316 a perpetrator.

1317 44-7A-1109.

1318 (a) As used in this Code section, the term 'tenant' includes an applicant seeking to enter
1319 into a lease with a landlord.

1320 (b) Except as otherwise provided in subsections (d) and (e) of this Code section, a landlord
1321 shall not do or threaten to do any act in paragraph (b) of Code Section 44-7A-901 if the
1322 landlord's purpose for engaging in the conduct is that:

1323 (1) An act of family violence, dating violence, stalking, or sexual assault committed
1324 against the tenant or immediate family member resulted in a violation of the lease or this
1325 chapter by the tenant; or

1326 (2) A complaint of an act of family violence, dating violence, stalking, or sexual assault
1327 committed against the tenant or immediate family member resulted in a law enforcement
1328 or emergency response.

1329 (c) Except as otherwise provided in subsection (d) of this Code section, a landlord shall
1330 not refuse or threaten to refuse to rent a dwelling unit if the landlord's purpose for the
1331 refusal or threat is that a tenant or an immediate family member is or has been the victim
1332 of an act of family violence, dating violence, stalking, or sexual assault.

1333 (d) Evidence that any of the events described in subsection (b) or (c) of this Code section
1334 occurred within six months before the landlord's conduct creates a presumption that the
1335 purpose of the landlord's conduct was retaliation. The landlord may rebut the presumption
1336 by a preponderance of evidence showing that the landlord had sufficient justification for
1337 engaging in the conduct described in subsection (b) or (c) of this Code section and would
1338 have engaged in the conduct in the same manner and at the same time regardless of
1339 whether the events described in subsection (b) or (c) of this Code section occurred.

1340 (e) A landlord may terminate the lease of a tenant by giving the tenant notice in a record
1341 that the lease will terminate on a date specified in the notice, which shall be at least 30 days
1342 after notice is given if:

1343 (1) Without the landlord's permission, the tenant invited a perpetrator onto the premises
1344 or allowed a perpetrator to occupy the dwelling unit:

1345 (A) After the landlord gave the tenant notice in a record to refrain from inviting the
1346 perpetrator onto the premises; or

1347 (B) During a time the tenant knows the perpetrator is subject to a no-contact court
1348 order or a court order barring the perpetrator from the premises; and

1349 (2) The landlord demonstrates that:

1350 (A) There is an actual and imminent threat to the health or safety of any individual on
1351 the premises, the landlord, or the landlord's agent if the lease is not terminated; or

1352 (B) The perpetrator has damaged the premises.

1353 (f) If a landlord willfully violates subsection (b) or (c) of this Code section, the tenant or
1354 prospective tenant may recover three times the periodic rent or three times actual damages,
1355 whichever is greater, and:

1356 (1) Terminate the lease;

1357 (2) Defend an action for possession on the ground that the landlord violated subsection
1358 (b) of this Code section; or

1359 (3) Obtain appropriate injunctive relief.

1360 ARTICLE 12

1361 44-7A-1201.

1362 (a) As used in this article, the term 'bank account' means a checking, demand, time,
1363 savings, passbook, or similar account maintained at a bank.

1364 (b) Except as otherwise provided in subsections (c) and (d) of this Code section, a landlord
1365 shall not require the tenant to pay or agree to pay a security deposit, prepaid rent, or any
1366 combination thereof, in an amount that exceeds two times the periodic rent.

1367 (c) The limit established in subsection (b) of this Code section does not include the first
1368 month's rent or fees.

1369 (d) Except as otherwise provided by law other than this chapter, if a tenant keeps a pet on
1370 the premises or is permitted by the lease to make alterations to the premises, the landlord
1371 may require the tenant to pay an additional security deposit in an amount commensurate
1372 with the additional risk of damage to the premises.

1373 44-7A-1202.

1374 (a) The following rules apply to a landlord's interest in a security deposit:

1375 (1) The landlord's interest is limited to a security interest;

1376 (2) Notwithstanding law other than this chapter, the landlord's security interest is
1377 effective against and has priority over each creditor of and transferee from the tenant; and

1378 (3) Subject to subsection (c) of this Code section, a creditor of and transferee from the
1379 landlord can acquire no greater interest in a security deposit than the interest of the
1380 landlord.

1381 (b) The following rules apply to a tenant's interest in a security deposit:

1382 (1) Notwithstanding law other than this chapter, the tenant's interest has priority over any
1383 right of setoff the bank in which the account is maintained may have for obligations owed
1384 to the bank other than charges normally associated with the bank's maintenance of the
1385 account;

1386 (2) The tenant's interest is not adversely affected if the deposit is commingled with the
1387 deposits of other tenants; and

1388 (3) The effect of commingling other than that allowed in paragraph (2) of this subsection
1389 is determined by law other than this chapter.

1390 (c) Paragraph (3) of subsection (a) of this Code section does not abrogate generally
1391 applicable rules of law enabling a transferee of funds to take the funds free of competing
1392 claims.

1393 44-7A-1203.

1394 (a) With respect to funds constituting a security deposit, a landlord:

1395 (1) Shall maintain the ability to identify the funds:

1396 (A) By holding the funds in a bank account that is used exclusively for security
1397 deposits, that is maintained with a bank doing business in this state, and the title of
1398 which indicates that it contains security deposits; and

1399 (B) By maintaining records that indicate at all times the amount of the funds
1400 attributable to each tenant whose funds are being held in the account; and

1401 (2) May commingle the funds received from other tenants as security deposits in the
1402 same bank account but shall not commingle other funds, including the landlord's personal
1403 or business funds, in the account.

1404 (b) If a landlord fails to comply with subsection (a) of this Code section, the tenant may
1405 recover actual damages or one times the periodic rent, whichever is greater.

1406 (c) A bank in which a landlord deposits funds constituting a security deposit has no duty
1407 to ensure that the landlord properly applies the funds.

1408 (d) Unless a lease provides otherwise, the landlord is not required to deposit a security
1409 deposit into an interest-bearing account or to pay the tenant interest on the deposit.

1410 44-7A-1204.

1411 (a) After termination of a lease, the tenant is entitled to the amount by which the security
1412 deposit and any unearned rent exceeds the amount the landlord is owed under the lease or
1413 this chapter.

1414 (b) Not later than 30 days after a lease terminates and the tenant vacates the premises, the
1415 landlord shall determine the amount the landlord believes the tenant is entitled to under
1416 subsection (a) of this Code section and:

1417 (1) Tender that amount to the tenant or, if the tenant has died, the tenant representative;

1418 (2) Send that amount by first-class mail, postage prepaid, to an address provided by the
1419 tenant or, if the tenant has died, the tenant representative or, in the absence of that
1420 address, to the relevant address specified in Code Section 44-7A-109; or

1421 (3) Cause a funds transfer in that amount to be made, with the cost of transfer paid, to
1422 a bank account designated by the tenant or, if the tenant has died, the tenant
1423 representative.

1424 (c) If the amount under subsection (b) of this Code section is less than the sum of the
1425 tenant's security deposit and any unearned rent, the landlord shall provide the tenant or
1426 tenant representative, within the period specified under subsection (b) of this Code section,
1427 a record specifying each item of property damage or other unfulfilled obligation of the
1428 tenant to which the security deposit or unearned rent was applied and the amount applied
1429 to each item.

1430 (d) If the amount to which the tenant is entitled under subsection (a) of this Code section
1431 is greater than the amount paid to the tenant or tenant representative, the tenant or tenant
1432 representative may recover the difference.

1433 (e) If a landlord fails to comply with subsection (b) or (c) of this Code section, the court
1434 may award the tenant or tenant representative, in addition to any amount recoverable under
1435 subsection (d) of this Code section, \$250.00 or two times the amount recoverable under
1436 subsection (d) of this Code section, whichever is greater, unless the landlord's only
1437 noncompliance was the failure to comply with paragraph (2) subsection (b) of this Code
1438 section as a result of the inadvertent failure to pay the cost of postage or transmission or
1439 to use the proper address.

1440 (f) If a security deposit and unearned rent held by a landlord are insufficient to satisfy the
1441 tenant's obligations under the lease and this chapter, the landlord may recover from the
1442 tenant the amount necessary to satisfy those obligations.

1443 44-7A-1205.

1444 (a) When a landlord's interest in the premises terminates, the landlord:

1445 (1) If the lease continues, not later than 30 days after the termination of the landlord's
1446 interest, shall transfer to the person succeeding the landlord's interest in the premises any
1447 security deposit being held by the landlord and notify the tenant in a record of the
1448 successor's name and address, the amount transferred, and any claim previously made
1449 against the security deposit; or

1450 (2) If the lease terminates as a result of the termination of the landlord's interest, shall
1451 comply with Code Section 44-7A-1204.

1452 (b) If a landlord dies before the termination of the lease, the personal representative of the
1453 landlord's estate becomes the landlord until the premises are distributed to the successor.

1454 If the premises are distributed to the successor before the termination of the lease, the
1455 security deposit held by the representative shall be transferred to the successor and the
1456 representative shall notify the tenant in a record of the successor's name and address, the
1457 amount transferred to the successor, and any claim previously made against the security
1458 deposit. If the premises are not distributed to the successor before the termination of the
1459 lease, the representative shall comply with Code Section 44-7A-1204.

1460 (c) If a landlord or personal representative of the landlord's estate complies with subsection
1461 (a) or (b) of this Code section, the landlord or the estate has no further liability with respect
1462 to the security deposit.

1463 (d) Except as otherwise provided in subsection (e) of this Code section, a successor to a
1464 landlord's interest in the premises has all rights and obligations of the landlord under this
1465 chapter with respect to any security deposit held by the predecessor landlord which has not

1466 been returned to the tenant, whether or not the security deposit was transferred or
1467 distributed to the successor.
1468 (e) If a landlord's interest is terminated by foreclosure, the successor's liability under
1469 subsection (d) of this Code section is limited to the security deposit received by the
1470 successor."

1471

SECTION 2.

1472 All laws and parts of laws in conflict with this Act are repealed.