

House Bill 344

By: Representatives Lim of the 98<sup>th</sup>, Frye of the 122<sup>nd</sup>, Evans of the 89<sup>th</sup>, Mainor of the 56<sup>th</sup>,  
Lupton of the 83<sup>rd</sup>, and others

A BILL TO BE ENTITLED  
AN ACT

1 To amend Chapter 7 of Title 44 of the Official Code of Georgia Annotated, relating to  
2 landlord and tenant, so as to provide for landlord duties regarding rental premises; to provide  
3 for sublessor duties; to provide for landlord and tenant agreements regarding repairs,  
4 maintenance tasks, alterations, or remodeling; to provide for tenant remedies; to provide for  
5 related matters; to repeal conflicting laws; and for other purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 **SECTION 1.**

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

11 "44-7-13.

12 ~~The landlord must keep the premises in repair. He shall be liable for all substantial~~  
13 ~~improvements placed upon the premises by his consent.~~

14 (a) A landlord has a nonwaivable duty to maintain the premises in a habitable condition,  
15 including, but not limited to, making necessary repairs. Such duty requires the landlord to  
16 ensure that the premises:

- 17 (1) Comply with all obligations imposed on the landlord by any applicable building,  
18 housing, fire, or health code or law;
- 19 (2) Have effective waterproofing and weather protection of the roof and exterior walls,  
20 including windows and doors;
- 21 (3) Have plumbing facilities that conform to law and are maintained in good working  
22 order;
- 23 (4) Have access to a water supply that complies with law and provides hot and cold  
24 running water;
- 25 (5) Have adequate ventilation and heating facilities that conform to law and are  
26 maintained in good working order;
- 27 (6) Have electrical lighting with wiring and equipment that conform to law and are  
28 maintained in good working order;
- 29 (7) Have reasonable measures in place to control the presence of rodents, bedbugs, and  
30 other vermin and to prevent exposure to unsafe levels of radon, lead paint, asbestos, toxic  
31 mold, and other hazardous substances;
- 32 (8) To the extent the premises include a common area or other areas under the landlord's  
33 control, have reasonable measures in place to ensure such areas remain:
- 34 (A) Clean and sanitary;
- 35 (B) Safe for normal and reasonably foreseeable use consistent with the rental  
36 agreement;
- 37 (C) In good repair; and
- 38 (D) Reasonably free of debris, filth, rubbish, garbage, and the items listed in  
39 paragraph (7) of this subsection;
- 40 (9) Have an adequate number of appropriate trash receptacles in reasonably clean  
41 condition, if the landlord is obligated to provide trash removal or recycling service by law  
42 or an agreement in a record signed by the landlord and tenant;
- 43 (10) Have in good repair floors, doors, windows, walls, ceilings, stairways, and railings;

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

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

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

50 (b) A landlord has a duty to ensure the premises have access to essential services;  
51 provided, however, that the rental agreement may require an account with a utility provider  
52 of an essential service to the dwelling unit be in the name of the tenant and require the  
53 tenant to pay the periodic cost for the service. If the service is not provided because the  
54 tenant fails to pay for the service, the landlord does not fail to comply with this subsection.

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

58 (d) A landlord and tenant may agree that the tenant is to perform specified repairs,  
59 maintenance tasks, alterations, or remodeling, provided that:

60 (1) The agreement is in a record, other than the rental agreement, signed by the parties  
61 and supported by adequate consideration;

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

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

66 (e) A landlord may not treat performance of an agreement described in subsection (d) of  
67 this Code section as a condition to the performance of any obligation under the rental  
68 agreement or this Code section.

69 (f) If a landlord's noncompliance with the rental agreement or this Code section results in  
70 the tenant not receiving an essential service, materially interferes with the health or safety

71 of the tenant or immediate family member of the tenant, or materially interferes with the  
72 use and enjoyment of the premises by the tenant or immediate family member of the tenant,  
73 and the noncompliance is not remedied within one week of notice of noncompliance, the  
74 tenant may:

75 (1) Terminate the rental agreement; or

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

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

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

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

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

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

86 (g) If a landlord's noncompliance with the rental agreement or this Code section does not  
87 materially interfere with the health or safety of the tenant or immediate family member of  
88 the tenant or the use and enjoyment of the premises by the tenant or immediate family  
89 member of the tenant, the tenant may elect one or more of the remedies provided in  
90 subparagraphs (f)(2)(B), (f)(2)(C), and (f)(2)(D) of this Code section.

91 (h) A tenant is not entitled to a remedy under this Code section to the extent that:

92 (1) The landlord's noncompliance was caused by an act or omission of the tenant or  
93 immediate family member or guest of the tenant; or

94 (2) The tenant or immediate family member or guest of the tenant prevented the landlord  
95 from having access to the dwelling unit to remedy the act or omission described in the  
96 notice."

97

**SECTION 2.**

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