



# Fort Stewart Legal Assistance Office

## INFORMATION BRIEF



### GEORGIA LANDLORD TENANT LAW

SUBJECT: Landlord Tenant Law

PURPOSE: To provide Soldiers and Family Members with information regarding Landlord Tenant Law in Georgia

#### REFERENCES:

- Georgia Landlord and Tenant, Breach and Remedies with Forms, Dawkins, William J. third edition, 1998.
- O.C.G.A. §44-7-1 through §44-7-75
- Servicemember's Civil Relief Act §305 (50 U.S.C. 534)
- The Landlord-Tenant Handbook, Eighth edition, 1998 found online at:  
<http://www.dca.state.ga.us/housing/HousingDevelopment/programs/downloads/landlord/contents.html>
- [www.legalaid-ga.org](http://www.legalaid-ga.org)
- <http://consumer.georgia.gov>
- Georgia Landlord/Tenant Hotline: 1-800-369-4706

#### DISCUSSION:

- **Before a lease is signed:**
  - Georgia law is specific in defining the rights and obligations of landlords and tenants. Because of these laws, military personnel and Family Members should know the consequences before they take any actions.
  - First, every tenant should read their lease before signing it. The lease is a binding contract between the landlord and tenant, and a court will ensure that the parties abide by its terms. Only if the lease violates Georgia law or public policy will the court not enforce the terms of a lease. If you want to add or delete terms from the lease, you should discuss this with the landlord or manager before signing the lease. Once the parties sign the lease, they are bound by its terms.
  - Move-in and move-out inspections are required by Georgia law. It is important that a tenant thoroughly inspect the premises before entering the lease and depositing any

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- security. Before you move into the rental unit, the landlord is required to give you a list of any damages to the unit. This list must be signed by the landlord and the tenant. Before signing, you need to inspect the apartment or home to determine if the list is accurate. If you do not agree with everything on the list, you must specify in writing any additional damages on the list and then sign. You may also want to take pictures when you move in.
- If you do not have a written lease, your landlord cannot raise your rent without giving you 60 days notice. If you have a written lease, your rent cannot be raised during the term of the lease unless the lease says otherwise.
- **At the end of the lease term:**
    - Within three business days following the termination of the tenant's occupancy, a move-out inspection must be completed. The tenant has the right to ascertain the accuracy of the list within five days after the termination of the occupancy. Both landlord and tenant must sign the list. If the tenant refuses to sign, he or she should specifically list the reason in writing. Tenants should be sure these inspections are conducted to avoid being charged with any damages they did not cause. Again, this may be a good time to take pictures. If the dispute ends up in magistrate court (small claims court), the pictures can be useful in proving a lack of damages.
    - Be sure to leave your landlord your new address so that any security deposit due you can be returned.
- **Security Deposits:**
    - The Landlord must refund to the tenant within thirty (30) days of the termination of the tenancy. If the landlord plans to retain part of the security deposit, the landlord must give written justification for doing so and comply with the move-out inspection. The landlord cannot charge tenants for ordinary wear and tear.
    - The security deposit and any statements which accompany it must be sent to the last known address of the tenant. If it is returned as undeliverable and the landlord is unable to locate the tenant after a reasonable effort, the security deposit becomes the property of the landlord ninety (90) days after it was mailed. This is why it's so important to leave your landlord a new address.
    - In addition to a security deposit, which is refundable, the landlord may charge you additional fees or deposits which are not refundable, such as pet fees or fees to hold the apartment. Make sure that you get a receipt for any money you pay to your landlord and make sure that receipt states what that money is being applied towards.

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- **Terminating Leases due to military service:**

- The Servicemember's Civil Relief Act allows a Soldier to break his or her lease early for military service. Georgia law (O.C.G.A. §44-7-22) expands on this Federal law to provide additional protections for military families. It allows you to *terminate a residential rental or lease agreement* with 30 days' notice to the landlord and a copy of your orders. O.C.G.A. Section 44-7-22 (Senate Bill 258, passed in 2005) applies if you have entered into a rental agreement, or a modification thereof, on or after July 1, 2005, and you:
  - Receive permanent change-of-station orders to a location at least 35 miles away;
  - Receive temporary duty or state active duty orders to a location at least 35 miles away for at least 60 days;
  - Are released from active duty, during which time you had leased the property, and your home of record is at least 35 miles away;
  - Are ordered to move into government quarters;
  - Become eligible for government quarters and will forfeit your housing allowance if you do not move in; or
  - Receive orders to an area 35 miles or more distant before taking possession of the property.
- This law provides that your rent will be prorated to the effective termination date and will be payable on the usual due date, and that you will also not be penalized if you terminate the agreement for one of the above reasons 14 or more days prior to occupancy.
- Another code section, O.C.G.A. Section 44-7-37, extends residential lease protections to immediate Family Members for whose occupancy, in your absence, you entered into a property lease while on active duty. If you receive orders for a permanent change of station or for temporary duty of over three months, your liability under that lease will not exceed 30 days' rent—after giving the landlord written notice and proof of your reassignment—and the cost of repairing any damage to the property.

- **Repairs:**

- Your landlord is responsible for repairs to keep the property in good condition. Georgia law says that a landlord cannot make a tenant make or pay for repairs unless that tenant or his family or guests caused the damage.
- For serious repair problems, local housing code departments can inspect for possible violations. Always make repair requests in writing and always keep a copy of any repair request you make.

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- If your landlord does not make the requested repairs within a reasonable amount of time, you have the option of:
  - Suing for damages
  - Doing the repairs yourself or having someone do them. You can then subtract the cost of the repairs from the next month's rent.
- **Eviction/Dispossessory:**
  - Your landlord can legally evict you if you have not paid your rent, you have violated your lease, or you have not moved out at the end of your lease. However, the landlord must do this through a court procedure called a dispossessory. Always contact a lawyer if you learn that you are being sued.
- **EXPIRATION:** Because the law is constantly changing through legislative enactment and case law, you should obtain an updated version of this paper if it is more than one year old.
- Last Updated on 1 APR 2011 HWJ

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