The information in this brochure applies only to the State of Georgia. In November 2007, the information contained in this brochure was correct. The law changes and the information contained in the brochure may no longer be correct. The content of this brochure is intended only as information and does not constitute legal advice. Anyone seeking specific legal advice should contact an attorney.

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Rental Repairs

A TENANT'S GUIDE

REPAIRS TO RENTAL PROPERTIES ... WHO IS RESPONSIBLE?

Landlords are responsible for keeping their rental property in good repair. If the condition of the rental property changes from its condition at the time the tenant moved in, the landlord must repair the structure to its original condition. Even if you do not have a written lease, your landlord is obligated under state law to make repairs. Any lease provision which makes the tenant responsible for repairs is challengeable under Georgia law. A landlord is also responsible for meeting all local ordinances and minimum safety standards.

Before a landlord can be required to make a repair, he must be given notice of the problem. The tenant should give the landlord written dated notice of the problem needing repair. The tenant should keep a copy.

The landlord's duty to repair does not include damages caused by the tenant, the tenant's household members, guests, or visitors.

When a tenant moves into rental property, the law will presume the tenant accepted the unit in its existing condition and accepts all damages that were visible at the time of the move-in. Often landlords will promise to make repairs but once the tenant moves in the repairs are not made. In such cases, it is difficult to force the landlord to make the promised repairs unless the promise is in writing. If the landlord refuses to make the repair that was verbally promised, you would have to go to court, prove the promise was made and ask the court to enforce the promise or to compensate you for the loss of value to your rental property due to the lack of the promised repair. If there are no witnesses to the verbal agreement and the landlord denies it, your ability to enforce the promise may depend on whether a judge believes you or your landlord. The better way to handle this type of situation is to have a written agreement to any repairs to be made after you move in. The landlord will be less likely to deny making such promises.

WHAT IF THE LANDLORD REFUSES TO MAKE REPAIRS? REPAIR AND DEDUCT

First, you must notify the landlord of the condition needing repair. It's best to give a written, dated notice informing the landlord of the problem and keep a copy for yourself.

If it is not possible to give a written notice, verbal notice is acceptable unless the lease requires written notice.

When the landlord fails to respond to repair request, the tenant can arrange to have the required repairs done by a competent repair person at a reasonable cost. The tenant should keep copies of all repair receipts and ask the repair person for a statement detailing the work performed and the problem corrected. Keep copies of this information. You may subtract the repair cost from your next month's rent, send any rent owed along with copies of the repair receipts to your landlord. A tenant-at-will has the right to use "repair and deduct" but should keep in mind that their lease can be terminated with sixty (60) days' notice. A tenant-at-will would not be wise to spend more on repairs than he can deduct in sixty (60) days. If you do not feel "repair and deduct" will address your issue, you should consider contacting an attorney for more detailed information.

DAMAGES TO THE TENANT'S PROPERTY DUE TO FAILURE TO REPAIR

You may be able to recover damages from your landlord to your personal property if you promptly reported the need for the repair, took action to protect your property, and your landlord failed to respond. You should read your lease carefully to see what it provides. Most leases state the landlord is not responsible for the loss or damage to the tenant's personal property. Despite this lease language, a court may hold the landlord responsible if the loss or damage was caused by the landlord's negligence. A tenant should first seek reimbursement for loss or damaged property by writing to the property owner.

If you are not reimbursed and feel your landlord is responsible, you should talk with an attorney. If you cannot afford an attorney, you can file a claim against your landlord in magistrate court.

INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC) AND THE DUTY TO REPAIR

If your landlord fails to make the repairs necessary to keep your apartment in good condition, you may wish to contact the local code inspector. If you live in a city, town, or county with housing, building, or health safety codes, your landlord must comply with the requirements of the local housing codes. If you are unaware of whether your area has such codes, call City Hall or the County Courthouse and ask for the Building Inspector or the Code Enforcement office. Georgia law gives county and city governments the authority to order repairs, close or demolish structures which are unfit for human habitation and dangerous or detrimental to health.

Georgia law recognizes the following conditions as threatening to health and safety:

- Defects which increase the hazard of fire, accidents, or
- Lack of adequate ventilation, light or sanitary features
- Dilapidation, disrepair and structural defect
- Uncleanliness

Georgia law requires the owner to receive notice of the IPMC violation and an opportunity for a hearing. If violations are found, the owner can be ordered to repair, vacate, close or demolish the property. If the owner fails to remedy the code violations, the local government may "condemn" the property declaring it unfit for human habitation and prohibiting its use as a residence. The tenant should keep proof of the property's condemnation and write to the landlord declaring the lease in default prior to moving.