Real Estate Management Associates

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State of GA Laws Pertaining to Residential Rental Property

Security Deposit

- **Security Deposit Maximum:** No Statute, RMA's policy is to typically charge the same as one month rent.
- **Deadline for Returning Security Deposit:** 30 days. If the landlord is withholding or claiming part of the deposit due to damages, the landlord must provide a list of the damages and the amount withheld.
- **Allowable Deductions:** Unpaid rents, utilities, or damages for Items beyond normal wear and tear.
- **Security Deposit Interest:** The landlord does not have to place the deposit in an interest-bearing account nor does the landlord have to pay interest to the tenant. If placed in interest bearing account, both landlord and tenant must be given written notice.
- **Separate Security Deposit Bank Account:** The landlord is required to place the security deposit in an escrow account in a banking institution regulated by federal financial laws. The landlord must notify the tenant in writing of the location of the escrow account. (O.C.G.A. § 44-7-31) This is not applicable to owners and family members who collectively own ten or fewer rental units, unless those units are managed by a third party for a fee. (O.C.G.A. § 44-7-36)
- **Nonrefundable Fees:** Allowed, but they must not be part of the security deposit. (O.C.G.A. § 44-7-30)
- **Application Fees:** Allowed
- **Pet Deposits and Additional Fees:** Allowed (O.C.G.A. § 44-7-30)
- **Require Written/Signed Move-In Checklist:** If the owner and/or family members own ten or fewer rental units, the owner shall give the tenant a comprehensive list of any existing damage to the rental unit before the security deposit is collected. The tenant has the right to inspect the rental unit to confirm the accuracy of the list prior to moving in. (O.C.G.A. § 44-7-33). These requirements are not applicable to owners and family members who collectively own ten or fewer rental units, unless those units are managed by a third party for a fee. (O.C.G.A. § 44-7-36)
- **Require Itemized List of Move-Out Damages and Charges:** Within three business days after the tenant's move out date, the landlord shall inspect the rental unit and compile a comprehensive list of any damages, along with the estimated dollar value of such damage. This list is the basis for any withholding of the security deposit. The tenant then has the right to inspect the rental unit within five business days after the move-out

date in order to ascertain the accuracy of the list. (O.C.G.A. § 44-7-33) This is not applicable to owners and family members who collectively own ten or fewer rental units, unless those units are managed by a third party for a fee. (O.C.G.A. § 44-7-36)

- **Record Keeping of Deposit Withholdings:** No Statute
- **Failure to Comply:** The landlord forfeits any right to withhold a deposit if the money was not originally deposited in an escrow account, or if landlord did not provide move-in/move-out inspection lists. Any landlord who intentionally and wrongfully withholds a deposit may be liable for three times the amount withheld plus attorney's fees. (O.C.G.A. § 44-7-35)

Lease, Rent, & Fees

- **When Rent Is Due:** No Statute, RMA's policy is 1st of the month
- **Rent Increase Notice:** No Statute but courts requires 60 day notice on month to month lease.
- **Rent Grace Period:** No Statute, RMA's policy is 5 days
- **Late Fees:** No Statute, Local court allows $50 or no more than 10% of the rent.
- **Prepaid Rent:** No Statute
- **No Limit on Rent Amount:** No county or municipal corporation may enact or enforce any ordinance that regulates how much rent can be charged for privately owned, single-family or multiple-unit residential rental properties. (O.C.G.A. § 44-7-19)
- **Returned Check Fees:** Yes, but the fee is not to exceed $30 or 5 percent of the check amount, whichever is greater, plus the amount of any fees charged to the check holder's bank or financial institution. (O.C.G.A. § 13-6-15)
- **Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):** No Statute
- **Tenant Allowed to Repair and Deduct Rent:** No Statute but courts allow with proper notice to landlord
- **Landlord Allowed to Recover Court and Attorney Fees:** Yes
- **Landlord Must Make a Reasonable Attempt to Mitigate Damages Caused by Lessee:** Yes, but there is no statute that requires the Landlord to look for a new tenant. (O.C.G.A. § 44-7-34)
- **Abandonment of Personal Property:** The landlord can remove the tenants' abandoned personal property with a formal writ of possession (i.e., a court order). (O.C.G.A. § 44-7-55)
- **Termination of a Service Member:**
    - **Specific Rules:** A landlord must follow a specific process for terminating the lease of an active duty member of the regular or reserve component of the United States armed forces, the United States Coast Guard, the Georgia National Guard, or the Georgia Air National Guard on ordered federal duty for a period of 90 days or longer. See O.C.G.A. § 44-7-22 for specific details.
    - **Limited Liability:** Any liability of the Service Member for rent, as well as the cost of repairing damages to the rental unit, under the lease may not exceed 30 days' rent after written notice and proof of the assignment are given to the landlord. (O.C.G.A. § 44-7-37)

Notices & Entry

- **Notice to Terminate a Tenancy at Will (a Lease with No End Date):** 60 days' notice if the landlord is giving notice; 30 days' if the tenant is giving notice. (O.C.G.A. § 44-7-7)
- **Notice to Terminate Tenancy – Fixed End Date in Lease:** No Statute. Typically, no notice is needed as the lease simply expires.
- **Notice to Terminate Tenancy – Month-to-Month Lease:** 60 days' notice if the landlord is giving notice; 30 days' notice if the tenant is giving notice. (O.C.G.A. § 44-7-7)
- **Notice to Terminate Tenancy – Week-to-Week Lease:** No Statute
- **Notice of Date/Time of Move-Out Inspection:** No Statute
- **Termination for Lease Violation:** No Statute
- **Required Notice before Entry:** No Statute; 24 hours is recommended
- **Entry Allowed with Notice for Maintenance and Repairs (non-emergency):** Yes, but the landlord must provide prior notice; 24 hours is recommended.
- **Entry Allowed with Notice for Showings:** Yes, but the landlord must provide prior notice – 24 hours is recommended
- **Emergency Entry Allowed without Notice:** Yes
- **Entry Allowed During Tenant's Extended Absence:** No Statute
- **Notice to Tenants for Pesticide Use:** No Statute
- **Lockouts Allowed:** No
- **Utility Shut-offs Allowed:** No. Landlord is not allowed to discontinue heat, electricity, or water service. These actions are punishable by a fine not to exceed $500. (O.C.G.A. § 44-7-14.1)

Disclosures & Miscellaneous Notes

- **Special Tenant Rights & Restrictions:** A tenant may not cut or destroy growing trees, remove permanent fixtures, or otherwise injure the property without prior permission. A tenant may use dead or fallen timber for firewood and pasturing cattle. (O.C.G.A. § 44-7-11)
- **Landlord Responsibility & Liability:**
    - The landlord must keep the rental unit in repair. The landlord is liable for all substantial improvements made to the rental unit with their consent. (O.C.G.A. § 44-7-13)
    - Having fully parted with possession and the right of possession, the landlord is not responsible to third party damages resulting from the tenant's negligent or illegal use of the rental unit. The landlord is responsible for damages caused by defective construction or the failure to keep the rental unit in repair. (O.C.G.A. § 44-7-14)
- **Name and Addresses:** At or before the commencement of a tenancy, and 30 days after any change, the landlord must provide the names and addresses of:
    - The owner of the rental unit or a person authorized to act for and on behalf of that person; and
    - The person authorized to manage the premises to the tenant. (O.C.G.A. § 44-7-3)

- **Destruction of Dwelling:** The destruction of a dwelling by fire or the loss of possession by any casualty not caused by the landlord does not release the tenant from the obligation to pay rent. (O.C.G.A. § 44-7-15)
- **Flooding Disclosure:** If any portion of the living space covered by the lease has flooded three times in the last five years, the landlord must disclose this to the applicant before signing a lease. (O.C.G.A. § 44-7-20)
- **Lead Disclosure:** Landlords must disclose all known lead paint hazards. (O.C.G.A. §§ 44-1-16, 44-7-3, 44-7-20, 44-7-33 and EPA's Lead Paint Law)
- **Domestic Violence Situations:** No Statute
- **Retaliation:** No Statute
- **Rent Disclosure:** O.C.G.A. §§ 13-6-15, 44-7-19, 44-7-50, 44-7-52 and 47-7-7

Court & Legal Related

- **Georgia Small Claims Court Limits:** $15,000 (O.C.G.A. § 15-10-2)
- **Eviction Cases Allowed in Small Claims:** Yes (source)
- Georgia Administrative Office of the Courts
- Georgia Small Claims Court (Magistrate Court)
- Georgia Attorney General
- State Bar of Georgia
- Georgia Local and Voluntary Bars
- GeorgiaLegalAid.org – Housing and Landlord-Tenant Information
- **Georgia Department of Law** – Landlord-Tenant Issues and Handbook
- State of Georgia Department of Community Affairs Housing Assistance Program – Prospective Landlord FAQs
- Housing Choice Voucher Landlord Certification of Responsibility
- **Georgia Landlord Tenant Laws** – O.C.G.A. §§ 44-7-1 to 44-7-103
- **Active Duty Service Members Rights** - §§ 44-7-22 and 44-7-37
- **Abandoned Property** – O.C.G.A. § 44-7-55
- DCA Landlords & Tenants Various Documents