

Tenant Rights



DISCRIMINATION: Landlords can't discriminate in **any** way on basis of race, color, religion, sex, national origin, certain familial status, or disability. Tenants with disabilities have rights to "reasonable" accommodations by landlord, or to modifications they pay for themselves.



LEASE: You may request a copy of the lease to review in advance of signing. Leases cannot include anything that waives landlord's responsibility to keep rental property in good repair; requires tenant to pay landlord's attorney's fees unless the landlord is responsible for the tenant's; avoids compliance with local ordinances; exempts landlord from Georgia Security Deposit Act; or permits eviction without going through court.



MOVE-IN INSPECTION: You should always insist on seeing the actual unit you'll rent before signing the lease. A formal move-in inspection process is required for landlords who own more than 10 rental units.



CONDITIONS: The landlord **MUST** keep the unit in safe and habitable condition, which includes maintaining the building structure, keeping electric, heating and plumbing in working order, and exercising ordinary care. They are **NOT** responsible for defects obvious during move-in unless defects make unit unsafe or unsanitary; carpet cleaning; air conditioning, or appliances or fences **UNLESS** the landlord provides these. Landlords receiving electric service from Public Service Commission regulated provider, like GA Power, must give you 5 days written notice prior to disconnecting electric bill, if the landlord pays that.



REPAIRS: You must give immediate notice of problems to landlord, in accordance with notice requirements of lease. If landlord fails to repair within a "reasonable" time, you may file a lawsuit OR have a licensed professional perform "reasonable" repair and deduct the cost from future rent, but **ONLY IF** you notify the landlord in advance and keep and send copies of receipts.



SECURITY DEPOSIT: If you give proper notice and vacates the unit without rent or damages owed, the landlord must return the security deposit within one month.



EVICTION: landlords must abide by a process if they attempt to evict you. They must: (1) read the lease, (2) demand that you give up possession, (3) file a "possessory affidavit," (4) properly serve this affidavit complying with legal rules, (5) await 7 days for you to respond, (6) attend a hearing if a tenant files an answer, (7) if court rules for landlord, landlord must request a writ of possession requiring you move after 7 days, and (8) either party can appeal within 7 days from date of judgment, which stops a writ from being issued.

*This does not constitute legal advice.
Consult an attorney.

If You've Been the Victim of Discrimination:

- file a HUD complaint within 1 year:
hud.gov/program_offices/fair_housing_equal_opp/online-complaint, or
- contact HUD at (800) 669-9777 (TDD at (800) 927-9275)

If You're Being Evicted:

You may be able to avoid eviction by paying all rent the landlord alleges is owed, plus court costs. You must offer payment within 7 days of receiving a possessory affidavit, which will state the amount you owe. The landlord is required to accept such payment, up to once a year.

If You Need Additional Resources, or Have a Story to Share:

- see marvinlimforga.com/find-resources ("Housing")
- contact me at
marvinlimforga.com/petition



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