

Georgia Apartment Association (GAA) members take pride in providing quality rental homes for more than 500,000 Georgia citizens. We place great value in our partnership with residents, and take our role very seriously in maintaining and advancing the rental housing industry. GAA members are committed to maintaining the highest professional standards to ensure enjoyable living experiences and encourage all residents to be fully informed and aware of their rights as established through State of Georgia law.



### SAFE HOUSING IN GOOD REPAIR

All Residents have the right to live in a safe, healthy rental home in good repair.

- Right to terminate lease without penalty for any resident experiencing domestic violence seeking to move out.
- Right, upon written request, to prompt response to request for repairs. In other words, the landlord must make repairs within a reasonable time after notice is provided by the resident.
- If repairs are not made within a reasonable time after notice is given the resident has three (3) different remedies:

**1. Repair and Deduct:** Resident may make the repair and seek reimbursement from the landlord by deducting it from the rent.

**2. Constructive Eviction:** If the landlord's failure to repair constitutes such a material interference with the resident's use of the premises so as to render the premises untenantable, the resident may abandon the premises and cease paying rent.

**3. File a Lawsuit:** Resident may file a lawsuit and seek damages for diminution in value, property damages, and even punitive damages and attorney's fees.

Resident can also assert failure to repair as a defense to a dispossession action.

- Applicable Authority: O.C.G.A. §44-7-13; O.C.G.A. 44-7-14; O.C.G.A. 44-7-2(b)(1); *Borochoff Properties, Inc. v. Creative Printing Enterprises, Inc.* 233 Ga. 279 (1974); *Lipschutz v. Shantha*, 144 Ga. App. 196 (1977); *Walker v. Housing Authority of Atlanta*, 174 Ga. App. 585 (1985); *Kaplan v. Sanders*, 136 Ga. App. 902 (1975); *McWilliams v. Hayes*, 190 Ga. App. 709(1989) (*punitive damages are recoverable by the tenant*); *Lewis & Co. v. Chisholm*, 68 Ga. 40 (1881).



### FAIR & EQUAL ACCESS TO HOUSING

All Residents have the right to be treated fairly and equitably when applying for, living in and vacating a residence, regardless of race/ethnicity, religion, familial status or mental or physical disabilities.

- Application & Screening
- ADA & Reasonable Accommodations
- Emotional Support & Service Animals
- Applicable Authority: Title VII of the Federal Fair Housing Act; O.C.G.A. §8-3-200 et seq.



### MOVE IN/OUT INSPECTION & RETURN OF UNUSED SECURITY DEPOSIT

All Residents who pay a security deposit are entitled to a move-in and move-out inspection and the right to the return of any unused security deposit that may have been collected by the rental property owner or manager and a good faith accounting of any charges against that deposit within 30 days after the rental residence has been vacated.

- Applicable Authority: O.C.G.A. §44-7-30 through §44-7-36.



### PRIVACY

All Residents have the right to privacy in their apartment home.

- All residents are protected from government inspections or entry into their home without probable cause.
- Inspections (Life Safety & General Maintenance ) are conducted by management or a third party, where prior notice is given and entry is made during reasonable hours.
- Applicable Authority: Privacy Act; *Johnson v. Allen*, 613 S.E.2d 657 (Ga. App. Ct. 2005); Georgia recognizes all four common law invasion of privacy



### FAIR AND LEGAL DISPOSSESSORY PROCESS

All Residents have the right to a fair and legal dispossession process in the event of non-payment of rent or lease violations. The landlord must follow the strict requirements of the landlord tenant act in order to lawfully evict a resident.

- Applicable Authority: O.C.G.A. 44-7-50 et seq; *Fennelly v. Lyons*, 333 Ga. App. 96 (2015)

Georgia Apartment Association (GAA) members take pride in providing quality rental homes for more than 500,000 Georgia citizens. We place great value in our partnership with residents, and take our role very seriously in maintaining and advancing the rental housing industry to create enjoyable living experiences. For that partnership to be successful, residents must also adhere to their responsibilities as prescribed in their lease agreement and Georgia State law.



### FOLLOW ALL LEASE PROVISIONS

Residents are responsible for following all rules outlined in their signed lease agreement throughout their tenancy. The lease agreement binds both the landlord and tenant to the rights and obligations outlined therein.

- Residents are encouraged to carefully read their lease agreement prior to signing and ask questions about policies or areas of concerns in order to avoid potential disputes.



### TRUTHFULLY REPRESENT INFORMATION ON RENTAL APPLICATION

All residents are responsible for providing accurate and true information on rental application and related documents.

- Rental Application Fraud has higher prevalence in Georgia than any other State.
- Losses from fraud is substantial making it necessary to perform more thorough background checks.



### TIMELY PAYMENT OF RENT

Residents are responsible for making timely payment of rent on the due date in the amount and frequency as specified in the signed lease agreement.

- Residents are encouraged to reach out to their property manager or landlord as early as possible if they are concerned about the ability to make a rent payment to discuss options and resources that may be available.



### PROTECT BELONGINGS, OBTAIN RENTERS INSURANCE

Residents are responsible for keeping their personal property safe and protected. While not legally required, many apartment communities encourage or may require in their leases, that all residents purchase renters insurance to protect themselves against the loss of property by fire, weather or theft and other liabilities.



### REPORT MAINTENANCE REQUESTS

Residents are responsible for alerting their property manager or landlord of any repair or maintenance request in writing as soon as the problem is noticed so that it can be addressed and further damage is prevented.

- Resident should note in written maintenance request whether the repair is an “emergency” or effects the health and safety of the resident to ensure an immediate response.
- “Retaliatory Eviction” protections are part of the law to prevent landlords from retaliating against residents who report maintenance issues to management or code enforcement.