

Euharlee Code Enforcement

Standard Procedures for Landlord/Tenant Complaints

In accordance with due process of law, the following procedures must be accomplished prior to Code Enforcement interceding on the behalf of the complainant.

- 1) The tenant must review their lease agreement to verify who is responsible for making repairs to the property under their control.
- 2) If the landlord/owner is the responsible party, then the tenant must notify his/her landlord/owner by sending a return certified letter documenting everything that needs to be repaired.
- 3) The tenant should request that these repairs be made within a moderate amount of time based on the nature of repairs (most issues should be resolved within 30 days).
- 4) The tenant should also make the property accessible to the landlord so that these repairs can be accomplished.

After these procedures have been executed by the complainant, and no results have been accomplished, the complainant may file a formal complaint with the Code Enforcement Officer of the City of Euharlee. At the time, the Code Officer will review all documents, inspect the property (if the complainant still has control of the property) to determine if in fact Code violations exist. If violations do in fact exist, the Code Officer will summons the owner/landlord and the complainant to municipal court at which time the Code Officer will be a witness for the complainant to bring resolution to the violation(s). The ruling of the Municipal Court Judge shall be final in most cases.

Euharlee Code Enforcement Officer – City of Euharlee
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Landlord Retaliation Is Now Illegal in Georgia!

Atlanta Volunteer Lawyers Foundation – 404-521-0790

What is House Bill 346?

H.B. 346 is a Georgia law that protects tenants from retaliation by their landlords. It went into effect on **July 1, 2019**.

Landlords owe certain duties to their tenants. Some duties are required by law, and others are written in leases. By law, Georgia requires landlords to:

- Repair and maintain the place you rent
- Keep the place you rent in safe condition

Before H.B. 346, it was legal for landlords to punish tenants who asked them to follow the law. For example, landlords could evict tenants who tried to get them to repair unsafe living conditions. Or, landlords could raise rents for tenants who complained to Code Enforcement about the mold growing in their apartment.

Now, H.B. 346 makes it illegal for landlords to do that.

Does H.B 346 apply to me?

H.B. 346 protects tenants in certain situations. Below is a list of some of the situations where H.B. 346 would protect you.

If you...

- Asked your landlord to make a repair;
- Called Code Enforcement or another government office that is responsible for building or housing codes about a repair or maintenance issue; *or*
- Were part of a tenant organization that discussed safety and health issues

*And your landlord, **within 3 months** of your action...*

- Filed an eviction against you;
- Locked you out of your apartment;
- Reduced services you were getting;
- Raised your rent; *or*
- Ended your lease

If any of the above situations applies to you, you may be protected under H.B. 346. If you choose to sue your landlord and win, you can get back one month's rent plus \$500 and court costs.

Does H.B 346 mean landlords can never do any of those things?

No. H.B. 346 only protects against retaliation by your landlord. Your landlord can still evict you, raise your rent, reduce your services, or end your lease in certain situations.

*When can a landlord evict me or end my lease, and it is **not** considered retaliation?*

- If you are behind on rent when you landlord gives you notice that you are being evicted;
- If you, a member of your family, or one of your guests purposely damages part of the apartment;
- If you, a member of your family, or one of your guests threatens your landlord, your landlord's employees, or another tenant;
- If you commit a crime or do something that is not allowed in your lease; *or*
- If you stay in your apartment past the end-date written in your lease

*When can a landlord increase my rent or deduce my services, and it is **not** considered retaliation?*

- If the lease you signed allows them to do so;
- If your landlord also raises rent or reduces services for the entire building or complex; *or*
- If your landlord raises rent because you or your landlord are part of a federal or state program that provides federal funds, tenant assistance, or tax credits

However, even if your landlord's action is not considered retaliation, it still may be unlawful for a different reason. Contact Atlanta Volunteer Lawyers Foundation at 404-521-0790 to see what options you might have.

Know Your Tenant Rights!

Ga. Code § 44-7-24

Establishment of a prima-facie case of retaliation by tenant against landlord; elements; exception; remedies; rebuttable defense

Section 44-7-24 - Prima facie case of retaliation; liability of landlord

(a) A residential tenant establishes a prima-facie case of retaliation by demonstrating that he or she took an action under subsection (b) of this Code section relating to a life, health, safety, or habitability concern and by demonstrating that his or her landlord took an action under subsection (c) of this Code section.

(b) Elements of a prima-facie case under this Code section include that a tenant:

- (1) In good faith exercised or attempted to exercise against a landlord a right or remedy granted to such tenant by contract or law;
- (2) Gave a landlord a notice to repair or exercise a remedy under this chapter;
- (3) Complained to a governmental entity responsible for enforcing building or housing codes or a public utility, and the tenant:

(A) Claims a building or housing code violation or utility problem that is the duty of the landlord to repair; and

(B) Acts in good faith in that a reasonable person would believe that the complaint is valid and that the violation or problem occurred; or

(4) Established, attempted to establish, or participated in a tenant organization to address problems related to the habitability of the property, such as life, health, or safety concerns.

(c) Elements of a prima-facie case under this Code section include that a landlord, within three months after the date that a tenant takes any action described under subsection (b) of this Code section:

(1) Filed a dispossessory action, except for the grounds set forth in paragraph (2) of subsection (d) of this Code section;

(2) Deprived the tenant of the use of the premises, except for reasons authorized by law;

(3) Decreased services to the tenant;

(4) Increased the tenant's rent or terminated the tenant's lease or rental agreement; or

(5) Materially interfered with the tenant's rights under the tenant's lease or rental agreement.

(d) A landlord shall not be liable for retaliation under this Code section:

(1) For increasing rent or reducing services:

(A) Under an escalation clause in a written lease for utilities, taxes, or insurance;

(B) As part of a pattern of rent increases or for reducing services as part of a pattern of service reductions, for an entire multiunit residential building or complex; or

(C) As part of a rent increase due to the terms of the tenant's or landlord's participation in a program regulated by this state or the federal government involving the receipt of federal funds, tenant assistance, or tax credits; or

(2) For a dispossessory action or lease or rental agreement termination in accordance with this chapter based upon one or more of the following circumstances:

(A) The tenant is delinquent in rent when the landlord gives notice to vacate or files a dispossessory action;

(B) The tenant, a member of the tenant's family, or a guest or invitee of the tenant intentionally damages property on the premises or by word or conduct threatens the personal safety of the landlord, the landlord's employees, or another tenant;

(C) The tenant has breached the lease, other than by holding over, by an action such as violating written lease provisions prohibiting serious misconduct or criminal acts;

(D) The tenant holds over after the tenant gives notice of termination or intent to vacate; or

(E) The tenant holds over after the landlord gives notice of termination at the end of the rental term as agreed upon in the written lease.

(e) In addition to any other remedies provided for by law, if a landlord retaliates against a tenant pursuant to this Code section, such retaliation shall be a defense to a dispossessory action, and the tenant may recover from the landlord a civil penalty of one month's rent plus \$500.00, court costs, reasonable attorney's fees where the conduct is willful, wanton, or malicious, and declaratory relief less any delinquent rents or other sums for which the tenant is liable to the landlord.

(f) It shall be a rebuttable defense under this Code section that the property has been inspected within the prior 12 months pursuant to any federal, state, or local program which certifies that the property complies with applicable building and housing codes or that the property has been inspected within the prior 12 months by a code enforcement officer or a licensed building inspector who certifies that the property complies with applicable building and housing codes.

OCGA § 44-7-24

Added by 2019 Ga. Laws 311, § 1, eff. 7/1/2019.