

Georgia

Landlord - Tenant Laws Complete Guide



Georgia Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Georgia's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Georgia.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 2x monthly rent maximum

Legal Statute:

No landlord shall demand or receive a security deposit in an amount that exceeds the equivalent of two months' rent.

OCGA § 44-7-30.1

Added by 2024 Ga. Laws 392, § 4, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Security Deposit Interest:

What This Means: No statute

Legal Statute: No statute

Separate Security Deposit Bank Account:

What This Means: Yes. Security deposit must be placed in an escrow account only for that purpose and notification needs to be given to tenant.

Legal Statute:

Except as provided in Code Section 44-7-32, whenever a security deposit is held by a landlord or such landlord's agent on behalf of a tenant, such security deposit shall be deposited in an escrow account established only for that purpose in any bank or lending institution subject to regulation by this state or any agency of the United States government. The security deposit shall be held in trust for the tenant by the landlord or such landlord's agent except as provided in Code Section 44-7-34. Tenants shall be informed in writing of the location of the escrow account required by this Code section.

OCGA § 44-7-31

Amended by 2006 Ga. Laws 669, § 1, eff. 7/1/2006.

Non-refundable fees:



What This Means: No statute

Legal Statute: No statute

Pet Deposits and Additional Fees:

What This Means: No specific statute. However, security deposit can be considered pet deposit depending on the terms specified in the rental agreement.

Legal Statute:

As used in this article, the term:

(1) "Nonrefundable fee" means any money or other consideration paid or given by a tenant to a landlord under the terms of a residential rental agreement which the parties agreed would not be refunded.

(2) "Residential rental agreement" means a contract, lease, or license agreement for the rental or use of real property as a dwelling place.

(3) "Security deposit" means money or any other form of security given after July 1, 1976, by a tenant to a landlord which shall be held by the landlord on behalf of a tenant by virtue of a residential rental agreement and shall include, but not be limited to, damage deposits, advance rent deposits, and pet deposits. Such term shall not include nonrefundable fees, or money or other consideration which are not to be returned to the tenant under the terms of the residential rental agreement or which were to be applied toward the payment of rent or reimbursement of services or utilities provided to the tenant.

OCGA § 44-7-30

Amended by 2007 Ga. Laws 253, § 3, eff. 7/1/2007.

Deadline for Returning Security Deposit:

What This Means: 30-days. If any deductions will be taken from the deposit, the landlord must provide written statement with reasons for retaining the amount.

Legal Statute:

(a) Within 30 days after obtaining possession of the premises as provided in subsection (b) of Code Section 44-7-33, a landlord shall return to the tenant the full security deposit which was deposited with the landlord by the tenant. No security deposit shall be retained to cover ordinary wear and tear which occurred as a result of the use of the premises for the purposes for which the premises were intended, provided that there was no negligence, carelessness, accident, or abuse of the premises by the tenant or members of his or her household or their invitees or

guests. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement identifying the exact reasons for the retention thereof, which shall include the comprehensive list of damages prepared as required by Code Section 44-7-33, if the reason for retention is based on damages to the premises. When such statement is delivered, it shall be accompanied by a payment of the difference between any sum deposited and the amount retained. The landlord shall be deemed to have complied with this Code section by mailing such statement and any payment required to the last known address of the tenant via first-class mail. If the letter containing the payment is returned to the landlord undelivered and if the landlord is unable to locate the tenant after reasonable effort, the payment shall become the property of the landlord 90 days after the date the payment was mailed. Nothing in this Code section shall preclude the landlord from retaining the security deposit for nonpayment of rent or of fees for late payment, for abandonment of the premises, for nonpayment of utility charges, for repair work or cleaning contracted for by the tenant with third parties, for unpaid pet fees, or for actual damages caused by the tenant's breach, provided that the landlord attempts to mitigate the actual damages.

(b) In any court action in which there is a determination that neither the landlord nor the tenant is entitled to all or a portion of a security deposit under this article, the judge or the jury, as the case may be, shall determine what would be an equitable disposition of the security deposit; and the judge shall order the security deposit paid in accordance with such disposition.

OCGA § 44-7-34

Amended by 2018 Ga. Laws 482, § 3, eff. 7/1/2018.

Permitted Uses of the Deposit:

What This Means: Nonpayment of rent or late payment fees, nonpayment of utilities, pet fees, damages etc.

Legal Statute:

(a) Within 30 days after obtaining possession of the premises as provided in subsection (b) of Code Section 44-7-33, a landlord shall return to the tenant the full security deposit which was deposited with the landlord by the tenant. No security deposit shall be retained to cover ordinary wear and tear which occurred as a result of the use of the premises for the purposes for which the premises were intended, provided that there was no negligence, carelessness, accident, or abuse of the premises by the tenant or members of his or her household or their invitees or guests. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement identifying the exact reasons for the retention thereof, which shall include the comprehensive list of damages prepared as required by Code Section 44-7-33, if the reason for retention is based on damages to the premises. When such statement is delivered, it shall be accompanied by a payment of the difference between any sum deposited and the amount retained. The landlord shall be deemed to have complied with this Code section by mailing such statement and any payment required to the last

known address of the tenant via first-class mail. If the letter containing the payment is returned to the landlord undelivered and if the landlord is unable to locate the tenant after reasonable effort, the payment shall become the property of the landlord 90 days after the date the payment was mailed. Nothing in this Code section shall preclude the landlord from retaining the security deposit for nonpayment of rent or of fees for late payment, for abandonment of the premises, for nonpayment of utility charges, for repair work or cleaning contracted for by the tenant with third parties, for unpaid pet fees, or for actual damages caused by the tenant's breach, provided that the landlord attempts to mitigate the actual damages.

(b) In any court action in which there is a determination that neither the landlord nor the tenant is entitled to all or a portion of a security deposit under this article, the judge or the jury, as the case may be, shall determine what would be an equitable disposition of the security deposit; and the judge shall order the security deposit paid in accordance with such disposition.

OCGA § 44-7-34

Amended by 2018 Ga. Laws 482, § 3, eff. 7/1/2018.

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(a) Within 30 days after obtaining possession of the premises as provided in subsection (b) of Code Section 44-7-33, a landlord shall return to the tenant the full security deposit which was deposited with the landlord by the tenant. No security deposit shall be retained to cover ordinary wear and tear which occurred as a result of the use of the premises for the purposes for which the premises were intended, provided that there was no negligence, carelessness, accident, or abuse of the premises by the tenant or members of his or her household or their invitees or guests. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement identifying the exact reasons for the retention thereof, which shall include the comprehensive list of damages prepared as required by Code Section 44-7-33, if the reason for retention is based on damages to the premises. When such statement is delivered, it shall be accompanied by a payment of the difference between any sum deposited and the amount retained. The landlord shall be deemed to have complied with this Code section by mailing such statement and any payment required to the last known address of the tenant via first-class mail. If the letter containing the payment is returned to the landlord undelivered and if the landlord is unable to locate the tenant after reasonable effort, the payment shall become the property of the landlord 90 days after the date the payment was mailed. Nothing in this Code section shall preclude the landlord from retaining the security deposit for nonpayment of rent or of fees for late payment, for abandonment of the premises, for nonpayment of utility charges, for repair work or cleaning contracted for by the tenant with third parties, for unpaid pet fees, or for actual damages caused by the tenant's breach, provided that the landlord attempts to mitigate the actual damages.

(b) In any court action in which there is a determination that neither the landlord nor the tenant is entitled to all or a portion of a security deposit under this article, the judge or the jury, as the case may be, shall determine what would be an equitable disposition of the security deposit; and the judge shall order the security deposit paid in accordance with such disposition.

OCGA § 44-7-34

Amended by 2018 Ga. Laws 482, § 3, eff. 7/1/2018.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(a) Within 30 days after obtaining possession of the premises as provided in subsection (b) of Code Section 44-7-33, a landlord shall return to the tenant the full security deposit which was deposited with the landlord by the tenant. No security deposit shall be retained to cover ordinary wear and tear which occurred as a result of the use of the premises for the purposes for which the premises were intended, provided that there was no negligence, carelessness, accident, or abuse of the premises by the tenant or members of his or her household or their invitees or guests. In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement identifying the exact reasons for the retention thereof, which shall include the comprehensive list of damages prepared as required by Code Section 44-7-33, if the reason for retention is based on damages to the premises. When such statement is delivered, it shall be accompanied by a payment of the difference between any sum deposited and the amount retained. The landlord shall be deemed to have complied with this Code section by mailing such statement and any payment required to the last known address of the tenant via first-class mail. If the letter containing the payment is returned to the landlord undelivered and if the landlord is unable to locate the tenant after reasonable effort, the payment shall become the property of the landlord 90 days after the date the payment was mailed. Nothing in this Code section shall preclude the landlord from retaining the security deposit for nonpayment of rent or of fees for late payment, for abandonment of the premises, for nonpayment of utility charges, for repair work or cleaning contracted for by the tenant with third parties, for unpaid pet fees, or for actual damages caused by the tenant's breach, provided that the landlord attempts to mitigate the actual damages.

(b) In any court action in which there is a determination that neither the landlord nor the tenant is entitled to all or a portion of a security deposit under this article, the judge or the jury, as the case may be, shall determine what would be an equitable disposition of the security deposit; and the judge shall order the security deposit paid in accordance with such disposition.

OCGA § 44-7-34 Amended by 2018 Ga. Laws 482, § 3, eff. 7/1/2018.

Receipt of Security Deposit:



What This Means: No statute

Legal Statute: No statute

Record Keeping of Deposit Withholdings:

What This Means: Yes

Legal Statute:

(a) Prior to tendering a security deposit, the tenant shall be presented with a comprehensive list of any existing damage to the premises which shall be for the tenant's permanent retention. The tenant shall have the right to inspect the premises to ascertain the accuracy of such list prior to taking occupancy. The landlord and the tenant shall sign the list, and this shall be conclusive evidence of the accuracy of the list but shall not be conclusive as to latent defects. If the tenant refuses to sign the list, the tenant shall state specifically in writing the items on such list to which he or she dissents and shall sign such statement of dissent.

(b) (1) Within three business days after the termination of the residential lease and vacation of the premises or the surrender and acceptance of the premises, whichever occurs first, the landlord or his or her agent shall inspect the premises and compile a comprehensive list of any damage done to the premises which is the basis for any charge against the security deposit and the estimated dollar value of such damage. The tenant shall upon request have the right to inspect the premises and such list within five business days after the termination of the residential lease and vacation of the premises or the surrender and acceptance of the premises and the inspection by the landlord or his or her agent. If the tenant is present with the landlord at the time of the inspection, the landlord and the tenant shall sign the list, and this shall be conclusive evidence of the accuracy of the list. If the tenant refuses to sign the list, he or she shall state specifically in writing the items on the list to which he or she dissents and shall sign such statement of dissent. The landlord shall then comply with the provisions of Code Section 44-7-34. (2) If the tenant vacates or surrenders the premises without notifying the landlord, the landlord shall inspect the premises and compile a comprehensive list of any damage done to the premises which is the basis for any charge against the security deposit and the estimated dollar value of such damage within a reasonable time after discovering the premises has been surrendered by vacancy. The landlord shall sign the list and then comply with the provisions of Code Section 44-7-34.

(c) A tenant who disputes the accuracy of the final damage list compiled pursuant to subsection (b) of this Code section and provided to the tenant pursuant to Code Section 44-7-34 may bring an action in any court of competent jurisdiction in this state to recover the portion of the security deposit which the tenant believes to be wrongfully withheld for damages to the premises. The tenant's claims shall be limited to those items to which the tenant specifically dissented in accordance with this Code section. If the tenant is present for the inspection of the premises

after vacancy and signs the landlord's final damage list or fails to dissent specifically in accordance with this Code section, the tenant shall not be entitled to recover the security deposit or any other damages under Code Section 44-7-35, provided that the lists required under this Code section contain written notice of the tenant's duty to sign or to dissent to the list. A tenant who did not inspect the premises after vacancy or was not present for the landlord's inspection of the premises after vacancy and, in either case, did not request a copy of the landlord's final damage list shall have the right to dispute the damages assessed by the landlord.

OCGA § 44-7-33 Amended by 2018 Ga. Laws 482,§ 3, eff. 7/1/2018.

Failure to Comply:

What This Means: Landlord could be liable to the tenant 3x the amount improperly withheld + attorney fees.

Legal Statute:

(a) A landlord shall not be entitled to retain any portion of a security deposit if:

(1) The security deposit was not deposited in an escrow account in accordance with Code Section 44-7-31 or a surety bond was not posted in accordance with Code Section 44-7-32;

(2) The initial damage list required by subsection (a) of Code Section 44-7-33 was not made and presented to the tenant as required by such subsection; and

(3) The final damage list required by subsection (b) of Code Section 44-7-33 was not compiled and made available to the tenant as required by such subsection.

(b) The failure of a landlord to provide the lists and written statements within the time periods specified in Code Section 44-7-34 shall work a forfeiture of all the landlord's rights to withhold any portion of the security deposit or to bring an action against the tenant for damages to the premises.

(c) Any landlord who fails to return any part of a security deposit which is required to be returned to a tenant pursuant to this article shall be liable to the tenant in the amount of three times the sum improperly withheld plus reasonable attorney's fees; provided, however, that the landlord shall be liable only for the sum erroneously withheld if the landlord shows by the preponderance of the evidence that the withholding was not intentional and resulted from a bona fide error which occurred in spite of the existence of procedures reasonably designed to avoid such errors.

OCGA § 44-7-35

Amended by 2018 Ga. Laws 482,§ 3, eff. 7/1/2018.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Usually between the 1st and 5th day.

Legal Statute: No statute

Payment Methods:

What This Means: No statute

Legal Statute: No statute

Rent Increase Notice:

What This Means: 60-day notice required for any changes in the rental agreement.

Legal Statute:

Sixty days' notice from the landlord or 30 days' notice from the tenant is necessary to terminate a tenancy at will.

OCGA § 44-7-7

Late Fees:

What This Means: No statute. Usually, they are detailed in the rental agreement.

Legal Statute: No statute

Application Fees:

What This Means: No statute

Legal Statute: No statute

Prepaid Rent:

What This Means: No statute

Legal Statute: No statute

Returned Check Fees:

What This Means: May be liable for 2x the amount of the check with a limit of \$500 + court costs. Payee can charge \$30 or 5% fee (whichever greater) to cover fees incurred by their financial institution.

Legal Statute:

(a) Notwithstanding any criminal sanctions which may apply, any person who makes, utters, draws, or delivers any check, draft, or order upon any bank, depository, person, firm, or corporation for the payment of money, which drawee refuses to honor the instrument for lack of funds or credit in the account from which to pay the instrument or because the maker has no account with the drawee, and who fails to pay the same amount in cash to the payee named in the instrument within ten days after a written demand therefor, as provided in subsection (c) of this Code section, has been delivered to the maker by certified mail, or statutory overnight delivery shall be liable to the payee, in addition to the amount owing upon such check, draft, or order, for damages of double the amount so owing, but in no case more than \$500.00, and any court costs incurred by the payee in taking the action. In addition to delivery of notice as provided for herein, notice may be given by first-class mail to the address printed on the check given by the maker at the time of issuance or, in the case of a draft or order, to the last known address. If the question of sufficiency of notice becomes an issue, when notice is by first-class mail, the sender of the purported notice shall give an affidavit, under oath, that notice was made as provided for herein and there shall be a rebuttable presumption that proper notice was given.

(b) The payee may charge the maker of the check, draft, or order a service charge not to exceed \$30.00 or 5 percent of the face amount of the instrument, whichever is greater, plus the amount of any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored, when making written demand for payment.

(c) Before any recovery under subsection (a) of this Code section may be claimed, a written demand in substantially the form which follows shall be sent by certified mail, statutory overnight delivery, or first-class mail supported by an affidavit of service to the address printed or written on the check given by the maker at the time of issuance of the check or, in the case of a draft or order, to the last known address, the notice to be deemed conclusive ten days following the date the affidavit is executed, to the maker of the instrument at the address shown on the instrument:
"You are hereby notified that a check or instrument numbered _____, issued by you on _____ (date), drawn upon _____ (name of bank), and payable to _____, has been dishonored. Pursuant to Georgia law, you have ten

days from receipt of this notice to tender payment of the full amount of the check or instrument plus a service charge of \$30.00 or 5 percent of the face amount of the check or instrument, whichever is greater, plus the amount of any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored, the total amount due being \$_____. Unless this amount is paid in full within the ten-day period, the holder of the check or instrument may file a civil suit against you for two times the amount of the check or instrument, but in no case more than \$500.00, in addition to the payment of the check or instrument plus any court costs incurred by the payee in taking the action."

(d) For purposes of this Code section, the holder of the dishonored check, draft, or order shall file the action in the county where the defendant resides.

(e) It shall be an affirmative defense, in addition to other defenses, to an action under this Code section if it is found that: (1) Full satisfaction of the amount of the check or instrument plus the applicable service charge and any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored was made prior to the commencement of the action; (2) The bank or depository erred in dishonoring the check or instrument; or (3) The acceptor of the check or instrument knew at the time of acceptance that there were insufficient funds on deposit in the bank or depository with which to cause the check or instrument to be honored.

(f) In an action under this Code section, the court or jury may, however, waive all or part of the double damages upon finding that the defendant's failure to satisfy the dishonored check or instrument was due to the defendant receiving a dishonored check or instrument written to the defendant by another party.

(g) Subsequent to the commencement of the civil action under this Code section, but prior to the hearing, the defendant may tender to the plaintiff as satisfaction of the claim an amount of money equal to the sum of the amount of the dishonored check, service charges on the check, any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored, and any court costs incurred by the plaintiff in taking the action.

(h) In an action under this Code section, if the court or jury determines that the failure of the defendant to satisfy the dishonored check was due to economic hardship, the court or jury has the discretion to waive all or part of the double damages. However, if the court or jury waives all or part of the double damages, the court or jury shall render judgment against the defendant in the amount of the dishonored check plus service charges on the check plus any fees charged to the holder of the instrument by a bank or financial institution as a result of the instrument not being honored and any court costs incurred by the plaintiff in taking the action.

OCGA § 13-6-15

Amended by 2003 Ga. Laws 197, § 1, eff. 7/1/2003.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No statute. Nevertheless, it's unlawful for the landlord to deprive the tenant of essential services per Ga. Code § 44-7-14.1

Legal Statute:

(a) As used in this Code section, the term \"utilities\" means cooling, heat, light, and water service.

(b) It shall be unlawful for any landlord knowingly and willfully to suspend the furnishing of utilities to a tenant until after the final disposition of any dispossessory proceeding by the landlord against such tenant.

(c) Any person who violates subsection (b) of this Code section shall, upon conviction, be assessed a fine not to exceed \$500.00.

OCGA § 44-7-14.1

Amended by 2024 Ga. Laws 392, § 3, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute

Legal Statute: No statute

Self-Help Evictions:

What This Means: Not allowed.

Legal Statute:

(a) As used in this Code section, the term \"utilities\" means cooling, heat, light, and water service.

(b) It shall be unlawful for any landlord knowingly and willfully to suspend the furnishing of utilities to a tenant until after the final disposition of any dispossessory proceeding by the landlord against such tenant.

(c) Any person who violates subsection (b) of this Code section shall, upon conviction, be assessed a fine not to exceed \$500.00.

OCGA § 44-7-14.1

Amended by 2024 Ga. Laws 392, § 3, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute: No statute

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No

Legal Statute: No statute

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: 60-day notice required from the landlord. 30 day notice required from the tenant.

Legal Statute:

Sixty days' notice from the landlord or 30 days' notice from the tenant is necessary to terminate a tenancy at will.

OCGA § 44-7-7

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: No specific statute. 60-day notice required from the landlord. 30 day notice required from the tenant.

Legal Statute:

Sixty days' notice from the landlord or 30 days' notice from the tenant is necessary to terminate a tenancy at will.

OCGA § 44-7-7

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: No specific statute. 60-day notice required from the landlord. 30 day notice required from the tenant.

Legal Statute:

Sixty days' notice from the landlord or 30 days' notice from the tenant is necessary to terminate a tenancy at will.

OCGA § 44-7-7

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute. The landlord must adhere to the general requirements of lease termination per Ga. Code § 44-7-7.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute: No statute

Notice of Termination for Nonpayment:

What This Means: A landlord can go to court immediately if a tenant does not give possession upon termination of rental agreement.

Legal Statute:

(a) In all cases when a tenant holds possession of lands or tenements over and beyond the term for which they were rented or leased to such tenant and in all cases when lands or tenements are held and occupied by any tenant at will or sufferance, whether under contract of rent or not, when the owner of such lands or tenements desires possession of such lands or tenements, such owner may, individually or by an agent, attorney at law, or attorney in fact, demand the possession of the property so rented, leased, held, or occupied. If the tenant refuses or fails to deliver possession when so demanded, the owner or the agent, attorney at law, or attorney in fact of such owner may immediately go before the judge of the superior court, the judge of the state court, or the clerk or deputy clerk of either court, or the judge or the clerk or deputy clerk of any other court with jurisdiction over the subject matter, or a magistrate in the district where the land lies and make an affidavit under oath to the facts. Such affidavit may likewise be made before a notary public.

(b) If issued by a public housing authority, the demand for possession required by subsection (a) or (c) of this Code section may be provided concurrently with the federally required notice of lease termination in a separate writing.

(c) In all cases when a tenant fails to pay the rent, late fees, utilities, or other charges owed to the landlord when it becomes due, if the tenant refuses to pay the amount due or fails to deliver possession when so demanded after being provided with a notice to vacate or pay all past due rent, late fees, utilities, and other charges owed to the landlord within three business days, the owner or the agent, attorney at law, or attorney in fact of such owner may immediately go before the judge of the superior court, the judge of the state court, or the clerk or deputy clerk of either court, or the judge or the clerk or deputy clerk of any other court with jurisdiction over the subject matter, or a magistrate in the district where the land lies and make an affidavit under oath to the facts. Such affidavit may likewise be made before a notary public.

(d) The demand for possession notice under subsection (a) of this Code section or the three-day notice to vacate or pay under subsection (c) of this Code section shall be posted in a

sealed envelope conspicuously on the door of the property and delivered via any additional method or methods agreed upon in the rental agreement.

OCGA § 44-7-50

Amended by 2024 Ga. Laws 392,§ 5, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Amended by 2018 Ga. Laws 459,§ 8, eff. 5/8/2018.

Amended by 2016 Ga. Laws 325,§ 3, eff. 5/12/2016.

Amended by 2006 Ga. Laws 669,§ 1.1, eff. 7/1/2006.

Notice for Lease Violation:

What This Means: No statute

Legal Statute: No statute

Required Notice before Entry:

What This Means: No statute. Generally it is expected that a landlord give 24-hour notice and respect the tenant's right to privacy.

Legal Statute: No statute

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Generally, it is expected that a landlord give 24-hour notice and respect the tenant's right to privacy.

Legal Statute: No statute

Emergency Entry Allowed without Notice:

What This Means: No statute. Generally, in cases of emergency no prior notice is required.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute. Generally, in cases of abandonment entry is allowed.

Legal Statute: No statute

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Generally, it is allowed within regular hours like 8am-8pm

Legal Statute: No statute

Notice to Tenants for Pesticide Use:

What This Means: No statute. Certain local ordinances may have requirements.

Legal Statute: No statute

Lockouts Allowed:

What This Means: No. If found to be liable, person is subject to conviction and a fine up to \$500.00

Legal Statute:

(a) As used in this Code section, the term \"utilities\" means cooling, heat, light, and water service.

(b) It shall be unlawful for any landlord knowingly and willfully to suspend the furnishing of utilities to a tenant until after the final disposition of any dispossession proceeding by the landlord against such tenant.

(c) Any person who violates subsection (b) of this Code section shall, upon conviction, be assessed a fine not to exceed \$500.00.

OCGA § 44-7-14.1

Amended by 2024 Ga. Laws 392, § 3, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Utility Shut-offs Allowed:

What This Means: No. If found to be liable, person is subject to conviction and a fine up to \$500.00

Legal Statute:

(a) As used in this Code section, the term \"utilities\" means cooling, heat, light, and water service.

(b) It shall be unlawful for any landlord knowingly and willfully to suspend the furnishing of utilities to a tenant until after the final disposition of any dispossession proceeding by the landlord against such tenant.

(c) Any person who violates subsection (b) of this Code section shall, upon conviction, be assessed a fine not to exceed \$500.00.

OCGA § 44-7-14.1

Amended by 2024 Ga. Laws 392, § 3, eff. 7/1/2024, app. to residential lease agreements that are entered into or renewed on or after 7/1/2024.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute: No statute

Quick Reference Guide

Key Georgia Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Georgia.

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Links To Statutes

- [Ga. Code § 44-7-3](#) – Disclosure of ownership and agents; effect of failure to comply
- [Ga. Code § 44-7-7](#) – Tenancy at will – Notice required for termination
- [Ga. Code § 44-7-11](#) – Specific rights of tenants
- [Ga. Code § 44-7-13](#) – Landlord's duties as to repairs and improvements
- [Ga. Code § 44-7-14](#) – Tort liability of landlord
- [Ga. Code § 44-7-14.1](#) – Landlord's duties as to utilities
- [Ga. Code § 44-7-15](#) – Effect of destruction of tenement on obligation to pay rent
- [Ga. Code § 44-7-19](#) – Restrictions on rent regulation by local governments
- [Ga. Code § 44-7-20](#) – Notification to prospective tenant of property's propensity toward flooding
- [Ga. Code § 44-7-22](#) – Termination of a residential rental agreement by a service member
- [Ga. Code § 44-7-30](#) – Definitions
- [Ga. Code § 44-7-30.1](#) – Limitation on security deposit
- [Ga. Code § 44-7-31](#) – Placement of security deposit in trust in escrow account; notice to tenant of account location
- [Ga. Code § 44-7-33](#) – Lists of existing defects and of damages during tenancy; inspection of premises by landlord upon termination of lease and vacation or surrender of premises; right of tenant to inspect and dissent; action to recover security deposit
- [Ga. Code § 44-7-34](#) – Return of security deposit; grounds for retention of part; delivery of statement and sum due to tenant; unclaimed deposit; court determination of disposition of deposit
- [Ga. Code § 44-7-35](#) – Remedies for landlord's noncompliance with article
- [Ga. Code § 44-7-36](#) – Certain rental units exempt from article
- [Ga. Code § 44-7-37](#) – Liability for rent of military personnel receiving change of duty orders

- [Ga. Code § 44-7-50](#) – Demand for possession; procedure upon a tenant's refusal; concurrent issuance of federal lease termination notice
- [Ga. Code § 44-7-52](#) – When tender of payment by tenant serves as complete defense
- [Ga. Code § 44-7-55](#) – Judgment; writ of possession; landlord's liability for wrongful conduct; distribution of funds paid into court; personal property
- [Ga. Code § 13-6-15](#) – Damages for writing bad checks
- [Ga. Code § 15-10-2](#) – General jurisdiction; authority of magistrate to act
- [O.C.G.A. § 44-7-23](#) – Domestic Violence Situations
- [O.C.G.A. § 44-7-6](#) – Subleasing
- [O.C.G.A. § 44-7-24](#) – Retaliation