

Leasing Smart in Georgia

Shopping

Shopping

To find available units, check online listings, social media, local newspapers and magazines, or contact a rental broker. GeorgiaHousingSearch.org is a useful website for people seeking qualified income-based or voucher rental properties.

Virtual tours of rental units are often available, but if you can visit the property it's usually the best option. When you visit a unit, be sure to notice visible items such as the maintenance of common areas. Be aware that there may be many things you might not be able to see, such as the enforcement of noise rules and the professionalism of the management staff. (Remember, the friendly sales staff may not be the same people who deal with the problems of current residents.) There are consumer ratings and comments online for apartments.; however, these can contain false reviews written by angry residents, management staff of the apartment community, or management staff of a competing apartment community. Nevertheless, reviews can provide information about important issues to investigate.

Leasing

Moving In

Once you have narrowed your search to a few options, consider putting in the extra effort to visit during the day and in the evening so you have a better understanding of the apartment community and neighborhood. It is easy to avoid a bad situation, but hard to get out ...once you have signed the lease!

Leasing

Problems

Ask for a copy of the lease ahead of time so that you can compare different properties. Look for important issues in the lease. How much will you have to pay if you need to move out early? Are any fees non-refundable? Are the community rules reasonable? What happens if you have, or decide to get, a pet? Remember, even if the leasing agent tells you something different, the written contract is what matters. Make sure you read the fine print including any addendums. It is always advisable to have a written lease.

Repairs

Moving In

You will be given a move-in list of damaged items in the unit. (Managers are required to provide this list unless you are renting directly from an owner with 10 or fewer properties.) Do not sign this list until after you have thoroughly inspected the unit and written any additional damaged items on the list. Remember, once you sign the list, it is conclusive evidence. Other assurances by the manager do not count – only the list matters. It is a good idea to take photos before moving in.

Paying Rent

Problems?

If problems arise with the management after you have moved in, remember to follow the most important rule: always communicate in writing! Don't forget to always keep copies of your correspondence so you can document any problems later. Remember, you may want to use your letters as evidence, so make sure they are simple, polite, and unemotional.

Moving Out

Repairs

Regardless of what the lease says, managers always have the responsibility to make repairs, to keep the unit "habitable," and to comply with any building health and safety laws. Managers do not have to make repairs until they are notified of the problem and given a reasonable time to fix it. What can you do if the manager will not fix a problem? If the problem is so bad that the unit is no longer "habitable" (e.g., no hot water or electricity, roof missing) and it is not fixed in a reasonable amount of time after notification, the resident can move out without paying any remaining rent.

Fair Housing

However, any damages caused by the resident or the resident's guests are not the responsibility of the owner. If the manager will not make repairs within a reasonable time after notification, residents can hire a professional contractor to fix the problem and deduct the cost of the repairs from the rent. However, this is a risky approach because if the contractor causes damage to the unit, the resident will be responsible. Also, if the repairs were not necessary, or if the manager was not given notice and a reasonable amount of time to repair, then the resident may be guilty of not paying the full rent and consequently subject to eviction.

Paying Rent

Paying rent is always required and failing to do so can result in eviction. If you have co-signed with roommates, you may be responsible for paying 100% of the rent if your roommates fail to pay their part. Remember, managers can report failure to pay rent to credit agencies, which can affect your credit rating and your ability to rent or get a mortgage in the future.

Although failing to pay rent can result in eviction, managers must follow the proper legal procedures, including providing a notice of late payment and demand for possession, filing a court action, receiving a court order, and having the sheriff remove the resident and the resident's possessions. Managers cannot simply cut off utilities, change the locks, or personally remove the resident's possessions without following the law.

Moving Out

Your lease will normally last until the end date stated in the contract. If you have no lease contract, the lease term will typically end 60 days after the manager provides notice. The lease may also be terminated if the resident violates the terms of the lease.

After getting possession of the unit back, managers have three days to inspect and provide a list of damages. Residents have five days to review the list and sign it. If the list is incorrect, the resident must either note this on the original list before signing it, or provide a separate signed list.

Managers may keep deposits for damage to the unit, rent owed, or unpaid utilities. However, managers may not keep deposits for ordinary wear and tear from the use of the unit. Managers have 30 days to return the deposit. Failure to return a deposit can result in the manager having to pay up to three times the deposit amount and the resident's attorney fees. The resident cannot get this unless he cooperated in signing a move-out list (either the manager's or his own).

To prevent disputes, it is a good idea to take pictures of the unit right before moving out. Make sure the photos include the date and time to show that the pictures were not taken earlier in the lease.

Fair Housing

Federal laws prohibit discrimination in housing based upon a person's race, color, nationality, religion, gender, disability, or familial status (presence of children). Discrimination can include charging different rent, enforcing rules differently, or even showing preference for one resident over another based upon their race, color, nationality, religion, gender, lack of disability or absence of children.

Residents with disabilities must receive reasonable exceptions to rules such as allowing a seeing-eye dog despite a "no pets" policy, or providing a designated parking space for a physically disabled resident. Residents with disabilities can request physical modifications to current units. However, the resident must pay for the costs of the modification and returning the unit to its original condition.

Georgia Resources

For more information about renting, visit the Georgia Department of Community Affairs [Landlord-Tenant Handbook](#). It provides valuable information about the responsibilities and rights of landlords and tenants in Georgia.

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