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Georgia Landlord-Tenant Law

A. Andre Hendrick
Georgia State University College of Law

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Research Guides

Georgia Landlord-Tenant Law

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Scope

The purpose of this online research guide is to provide an overview of Georgia's landlord-tenant law.

About the Author

Andre Hendrick is a third year law student at Georgia State University's College of Law. He is creating this web research guide for an Advanced Legal Research class taught by Nancy Johnson. This guide was last updated on April 15, 2007. He chose this topic because of his interest in residential real estate investment in the Greater Atlanta Metropolitan Area.

Disclaimer

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Primary Sources

Federal Law

While this bibliography focuses on Georgia's Landlord-Tenant law, it would be incomplete without mentioning the Federal Fair Housing Act. The Fair Housing Act, 42 U.S.C. 3601 et seq., prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of: race or color, religion, sex, national origin, familial status, or disability. More information about the Fair Housing Act can be found at http://www.usdoj.gov/crt/housing/housing_coverage.htm.

Cases

Due to the broad scope of Georgia's landlord-tenant law, a large body of court cases has evolved that often addresses very specific points of law. In an effort to provide a comprehensive and usable web guide, the word "cases" appears below each section number in the "Statutes" portion. Each of these links connects to the cases that have addressed that particular section of the Georgia code. In many instances, there is also a brief synopsis of the questions that the court addresses.

Opinions of the Attorney General

The Opinions of the Attorney General can often be very useful in clarifying the scope and breadth of a statute. One of the duties of the Attorney General is to give his legal opinion, when required to do so by the Governor, on any question of law connected with the interest of the state or with the duties of any of the departments. If the Attorney General has rendered an opinion regarding a particular statute, the phrase "AG" appears below that section and will link to the citation. You can find opinions issued after 1994 at the Office of the Attorney General's website.

Statutes

The statutes listed below form the backbone of Georgia's body of landlord-tenant law. The actual statute can be reached by clicking on the statute number in the left-hand column. These links represent the most current version of each statutes as of April 5, 2007. The annotations for these statutes can also be very helpful in locating cases which address specific statutes and can be found online at LexisNexis or Westlaw. Additionally, annotations can be found within the Official Code of Georgia Annotated (O.C.G.A.). If you are looking for statutes that address a specific issue, the links below will take you to that group of statutes:

1.
   - Creation of the Landlord-Tenant Relationship
   - Tenancy at Will
   - Landlord and Tenant's Rights and Duties
   - Rent
   - Security Deposits
   - Eviction
   - Distress Warrants

Contracts	CREATION OF THE L/T RELATIONSHIP
O.C.G.A. § 44-7-1 cases, LE, ALR, LR	Describes the conditions under which the landlord-tenant relationship is created.
O.C.G.A. § 44-7-2 cases, LE, ALR	Delineates the contractual limitations and parameters of a lease.
O.C.G.A. § 44-7-3 LE, ALR	Lists the disclosure requirements for a landlord upon entering into a landlord-tenant relationship.

Local Ordinances	INTERACTION OF LOCAL AND STATE LAW
O.C.G.A. § 44-7-4 LE, ALR	Defines the authority given to county and municipal governments with respect to passing minimum security standards.

Default Rules	LEGAL IMPLICATIONS TO PAY RENT
O.C.G.A. § 44-7-5 cases, LE, ALR	Distinguishes, in an action to pay rent, between situations in which an obligation to pay rent is implied and when it is not.

Default Rules	TENANCY AT WILL
O.C.G.A. § 44-7-6 cases, LE, ALR, AG	Describes when a tenancy at will arises as a matter of law.
O.C.G.A. § 44-7-7 cases, LE, ALR	Defines the notice requirements for both the landlord and tenant in a tenancy at will.

O.C.G.A. § 44-7-8 cases, LE, ALR	○ Distinguishes between situations when a tenant at will would and would not be entitled to crops grown on the rented premises.

Default Rules	L& T'S RIGHTS AND DUTIES
O.C.G.A. § 44-7-9 cases, LE, ALR	○ Lists the situations in which a tenant is not permitted to dispute the landlord's title or attorn to another claimant.
O.C.G.A. § 44-7-10 cases, LE, ALR, LR	○ Explains the tenant's legal obligations at the expiration of the lease term and what remedies are available to the landlord if the tenant fails to do so.
O.C.G.A. § 44-7-11 cases, LE, ALR	○ Defines the limitations of the tenant's rights to use the property, the building(s) and the land.
O.C.G.A. § 44-7-12 cases, LE, ALR, LR, AG	○ Describes what and under what conditions the tenant may remove from the property and defines the landlord's claim to property left after the expiration of the tenancy.
O.C.G.A. § 44-7-13 cases, LE, ALR, LR	○ Delineates the landlord's general duty to repair and the liabilities that flow from said repairs.
O.C.G.A. § 44-7-14 cases, LE, ALR	○ Defines the general parameters of the landlord's duty to third parties on the property.
O.C.G.A. § 44-7-14.1 LE, ALR	○ Defines "utilities" as used in this code section.
Default Rules	RENT
O.C.G.A. § 44-7-15 cases, LE, ALR	○ Defines the tenant's obligation to pay rent in the event that the leased building is destroyed during the rental period.
O.C.G.A. § 44-7-16 cases, LE, ALR	○ States that rent shall bear interest from the time when the rent is originally due.
O.C.G.A. § 44-7-17 cases, LE, ALR	○ Explains how crops are to be applied to a tenant's discharge of the rent when it has been previously agreed upon that the tenant will pay part of his rent with crops from the land.

Definitions	GENERAL DEFINTIONS FOR THIS SECTION
O.C.G.A. § 44-7-18 cases, LE, ALR	○ Defines "assignation," "prostitution," and "tourist camp" as used in this section.

Local Ordinances	RENT CONTROL
O.C.G.A. § 44-7-19 LE	○ Describes the conditions under which a county or municipal corporation may and may not attempt to regulate the amount charged for rent.

Required Disclosures	FLOODS
O.C.G.A. § 44-7-20 LR	○ Defines "flooding" for purposes of this code section.

	○ States the required frequency of flooding for purposes of this statute. ○ Describes the disclosures that must be made pursuant to this section by a landlord to a prospective tenant before entering into a written agreement. ○ States the landlord's liability in the event that these disclosures are not made.

Commissions	BROKERAGE COMMISSIONS
O.C.G.A. § 44-7-21 LR	○ States the obligations of successors in interest for both the landlord and the tenant with respect to previously executed contracts for brokerage commissions. ○ Provides a sample form for "Notice of Commission Rights."

Default Rules	MILITARY SERVICE EXCEPTION
O.C.G.A. § 44-7-22 LE	○ Provides an exception for active service members of the military with regards to being released from lease obligations.

Definitions	GENERAL DEFINITIONS FOR THIS SECTION
O.C.G.A. § 44-7-30 cases, LE, ALR	○ Defines "residential rental agreement" and "security deposit" as used in this section.

Default Rules	SECURITY DEPOSITS
O.C.G.A. § 44-7-31 cases, LE, ALR	○ Requires landlords to hold tenants' security deposits in an escrow account designate for that purpose. ○ Requires landlords to inform tenants of the location and account number for said escrow account.
O.C.G.A. § 44-7-32 LE, ALR, AG	○ Describes an available alternative to the requirements set forth in § 44-7-31. ○ Allows landlords, rather than establish escrow accounts for the tenants' security deposits, to post and maintain a surety bond with the clerk of the county superior court.
O.C.G.A. § 44-7-33 cases, LE	○ Requires landlord to present tenant with a comprehensive list of all damage to the property prior to tenant's payment of any security deposit. ○ Gives tenant the right to inspect premises to determine the accuracy of the list. ○ Requires landlord to inspect premises for recent damage within three business days after the expiration or termination of the lease. ○ Gives tenant five business days to inspect the premises after being given a copy of landlord's list to check the accuracy of the damage reported by landlord. ○ Provides remedies for tenants who disagree with damage assessed by landlord.
O.C.G.A. § 44-7-34 cases, LE	○ Requires landlord refund security deposit to tenant within one month of the expiration or termination of the lease term. ○ Prohibits landlord from retaining any portion of said security deposit for ordinary wear and tear. ○ Requires landlord to provide tenant with written notice outlining the reasons why said security deposit, in whole or in part, is being retained. ○ Authorizes landlord to retain the appropriate portion of the security deposit in the event of non-payment of rent, abandonment of the premises, non-payment of utility charges, or actual damages caused by the breach. ○ Requires landlord to mitigate damages in the event of a breach by tenant.
O.C.G.A. § 44-7-35 cases, LE	○ Prohibits landlord from retaining any portion of tenant's security deposit if the landlord did not either deposit the security deposit in an escrow account in accordance with § 44-7-31 or post a surety in accordance

	with § 44-7-32. o Further prohibits landlord from retaining any portion of tenant's security deposit if the landlord did not provide tenant with the written lists, within the specified time periods, as stated in §§ 4-7-33 and 4-7-34. o States that a landlord who fails to return any portion of the security deposit owed to the tenant is liable to the tenant for three times the sum improperly withheld plus reasonable attorney's fees.
O.C.G.A. § 44-7-36 cases, LE	o States that §§ 44-7-31, 44-7-32, 44-7-33, & 44-7-35 shall not apply to rental units owned by a natural person if that person, his or her spouse, and his or her minor children collectively own 10 or fewer units. o States that this exemption does not apply to units for which management is performed by a third party for a fee.

Exceptions	MILITARY SERVICE
O.C.GA. § 44-7-37 LE	o Limits the liability from a breached lease by a person on active duty ordered to relocate for a period in excess of three months to: ▪ thirty days rent; and ▪ any damage to the premises caused by an act or omission of the tenant.

Default Rules	EVICTION
O.C.G.A. § 44-7-50 LE, ALR, LR	o Enumerates the various situations in which a landowner may demand possession of property. o Allows landowner to make an affidavit under oath as to the facts if possession is not tendered following the landowner's demand.
O.C.G.A. § 44-7-51 cases, LE, ALR, AG	o States that a court, after receiving the affidavit described in § 44-7-50, shall grant and issue a summons that is to be served upon the defendant. o Lists the requirements for service of the summons upon the defendant. o Requires the defendant to respond to the summons within seven days.
O.C.G.A. § 44-7-52 cases, LE, ALR	o Allows a defendant, in an action for non-payment of rent, to tender all rents due to the landlord plus the cost of any dispossessory warrants within seven days of receiving the summons described in § 44-7-52. o States that such action by a tenant will be a complete defense. o Allows a court, in the event that the landlord refuses such a tender, to order tenant to pay all rents due and the cost of the dispossessory warrant to the landlord. ▪ Gives tenant three days to then make such a tender. ▪ Allows the court to issue a writ of possession if tenant then fails to make said tender. o States that the landlord is only obligated to accept such a tender following the issuance of a dispossessory warrant once in any given twelve month period.
O.C.G.A. § 44-7-53 cases, LE, ALR, LR, AG	o Allows the court to issue a writ of possession and a default judgment in favor of the plaintiff if the defendant does not respond to the summons as provided by § 44-7-51. o States that if the defendant does answer, a trial on the merits will determine the outcome of the dispute. o Allows the defendant to remain in possession of the property pending the outcome of the litigation provided that the tenant pay rent into the registry of the court at the time the defendant answers and pursuant to § 44-7-52.
O.C.G.A. § 44-7-54 cases, LE, ALR	o States that where the right of possession cannot be determined within two weeks from service of the summons, then tenant shall be required to pay the following into the registry of the court: ▪ All rent and utility payments which are the responsibility of the tenant as it becomes due after service of the dispossessory warrant. ▪ All rent and utility payments which the tenant allegedly owed the landlord prior to the issuance of the dispossessory warrant. o States that if the tenant fails to make the aforementioned payments, the court will issue a writ of possession and the constable or sheriff will place the landlord in possession of the property. o Allows the court to order the clerk to make payments as they come due to the landlord for rents and

	utilities that are not in controversy and that are the tenant's responsibility.
O.C.G.A. § 44-7-55 cases, LE, ALR	○ States that if the court finds for the plaintiff, it will issue a writ of possession to become effective seven days after judgment and the defendant will be responsible for paying into the registry of the court: ▪ All rent and utilities that are the responsibility of the tenant that became due after the issuance of the dispossessory warrant; ▪ All rent and utilities that are the responsibility of the tenant that were allegedly owed prior to the issuance of the dispossessory warrant. ○ States that if the judgment is for the tenant, the landlord will be required to pay any and all foreseeable damages caused by the landlord's wrongful conduct. ○ Allows the landlord, upon issuance of a writ of possession, to remove all of the tenant's personal affects found on the landlord's property.
O.C.G.A. § 44-7-56 cases, LE	○ Allows for appeals to be made. ○ Requires that the notice of appeal be filed within 7 days from such date that judgment was entered. ○ Allows the court to require an appealing tenant to pay the total amount of the trial court's judgment into the court registry.
O.C.G.A. § 44-7-57 LE, ALR	○ Extends the scope of this section of the Georgia Code to croppers and servants who hold possession of lands after their employment as croppers and servants has terminated.
O.C.G.A. § 44-7-58 LE	○ States that anyone who knowingly makes a false statement in an affidavit signed pursuant to § 44-7-50 or in an answer filed pursuant to § 44-7-51 shall be guilty of a misdemeanor.
O.C.G.A. § 44-7-59 cases, LE	○ Allows a landlord to remove any mobile homes or trailers that are on the landlord's property once 10 days has passed since the issuance of a writ of possession. ○ Grants the landlord a lien in the mobile home for the cost of moving and storing said mobile home.
Default Rules	DISTRESS WARRANTS
O.C.G.A. § 44-7-70 cases, LE, ALR	○ Allows the landlord to seize the tenant's personal property as payment of rent when and if the tenant attempts to remove personal property from the premises.
O.C.G.A. § 44-7-71 cases, LE, ALR	○ Allows a landlord to file for a distress warrant when either rent becomes due or when a tenant attempts to remove his personal affects from the premises.
O.C.G.A. § 44-7-72 cases, LE	○ Requires court to grant and issue a summons to be served upon a tenant if an affidavit is submitted pursuant to § 44-7-72.
O.C.G.A. § 44-7-73 cases, LE, ALR	○ Allows a tenant, after being served with a § 44-7-73 summons to tender all rents due plus the cost of the distress warrant to the landlord. ○ Recognizes such a tender as an absolute defense.
O.C.G.A. § 44-7-74 cases, LE	○ Allows a tenant to answer a § 44-7-73 summons either orally or in writing. ○ States that if a tenant fails to answer, the court shall enter a default verdict for the plaintiff in the amount of all rents due. ○ States that if a tenant answers, the court will provide the defendant will the opportunity to try the case on its merits.
O.C.G.A. § 44-7-75 cases, LE, ALR	○ Addresses the situation where the tenant answers a § 44-7-73 summons. ○ Describes the situations under which the tenant would be required to pay money into the court registry. ○ Describes the situations under which the tenant would and would not be allowed to remove personal property from the premises.
O.C.G.A. § 44-7-76	○ Requires the tenant to post a bond with the court in cases where the tenant desires to transfer, remove, or

cases, LE	convey any of his property after being served with summons. ○ States that the bond must be in the amount of the alleged rent owed or the value of the property to be conveyed, whichever is less.
O.C.G.A. § 44-7-77 cases, LE, ALR	○ States the available relief for both the tenant and the landlord in the event that the trial reaches its conclusion.
O.C.G.A. § 44-7-78 LE	○ Allows for any judgments by the court to be appealed. ○ Allows for the tenant to remain in possession of the property during the appeals process provided the tenant complies with certain requirements.
O.C.G.A. § 44-7-79 LE	○ States who may levy a distress warrant, once granted by the court, and what property may be seized and sold to satisfy a judgment.
O.C.G.A. § 44-7-80 cases, LE, ALR, LR	○ States the priority accorded to liens granted to a landlord pursuant to § 44-7-71.
O.C.G.A. § 44-7-81 LE	○ Allows for third person to make a claim to distrained property. ○ Describes the process for doing so.

Definitions	GENERAL DEFINITIONS FOR THIS SECTION
O.C.G.A. §44-7-82 LE	○ Defines “mobile home.”

Default Rules	LANDLORD & CROPPER RELATIONSHIP
O.C.G.A. §44-7-100 cases, LE, ALR	○ States that when a person is employed to work for a portion of the crop, a landlord-tenant relationship does not arise.
O.C.G.A. §44-7-101 cases, LE, ALR	○ States that the rights to and title to all crops grown on the property of the landlord will remain vested in the landlord until he has been paid his or her portion of the crops in full.
O.C.G.A. §44-7-102 cases, LE, ALR	○ Explains that if the cropper attempts to sell or otherwise dispose of the crops before the landlord has been paid in full, the landlord, in order to recover said crops, is permitted to employ any means allowed under state law for a property owner.
O.C.G.A. §44-7-103 cases, LE, ALR	○ States the criminal repercussions for failing to act in accordance with the landlord-cropper relationship.

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Secondary Sources

Legal Encyclopedias

Legal Encyclopedias are an excellent resource for getting an overview of a topic. Here are some examples of articles found within legal encyclopedias that discuss broad topics within landlord-tenant law. The letters “LE” appear in the “Statutes” section and link to Legal Encyclopedia citations that address that particular statute.

- 83 Am. Jur. Trials, *How to Survive Legally as a Landlord,* § 385 (2007).
- 12 Am. Jur. Proof of Facts 2d, *Landlord's Liability to Tenant for Knowingly Allowing Other Tenant's Dangerous Activities on Premises,* § 497 (2006).
- 3 Ga. Jur., *Creation and nature of landlord-tenant relationship,* § 26:1 (2006).
- 3 Ga. Jur., *Creation of usufruct,* § 27:2 (2006).
- 3 Ga. Jur., *Relationship of landlord and tenant, generally*, § 28:1 (2006).

Usufruct distinguished from estate for years

3 Ga. Jur., , § 26:4 (2006).

Law Review Articles

These law review articles address different legal issues that have arisen over the years regarding Georgia's landlord-tenant law. The letters "LR" appear in the "Statutes" section and link to Law Review citations that address that particular statute.

- Deborah Hodges Bell, *Providing Security of Tenure for Residential Tenants: Good Faith as a Limitation on the Landlord's Right to Terminate*, 19 Ga. L. Rev. 483 (1985).
- T. Daniel Brannan, Stephen M. LaMastra and William J. Sheppard, *Real Property*, 47 Mercer L. Rev. 269 (1995).
- T. Daniel Brannan, Stephen M. LaMastra, and William J. Sheppard, *Real Property*, 46 Mercer L. Rev. 401 (1994).
- T. Daniel Brannan, Stephen M. LaMastra, and T. Michael Tennant, *Real Property*, 45 Mercer L. Rev. 363 (1993).
- Cathleen M. Devlin, *Indemnity and Exculpation: Circle of Confusion in the Courts*, 33 Emory L.J. 135 (1984).
- Kathryn O'Neill Pulliam, *Landlord and Tenant: Provide for Commission Protection for Real Estate Brokers Subsequent to Any Transfer or Conveyance of Real Property or a Leasehold Interest; Provide for Notices of Commission Rights and Waiver and Release of Commission Rights*, 14 Ga. St. U.L. Rev. 244 (1997).
- W. Marshall Sanders, *Between Bystander and Insurer: Locating the Duty of the Georgia Landowner to Safeguard Against Third-Party Criminal Attacks on the Premises,* 15 Ga. St. U.L. Rev. 1099 (1999).

Books

These books cover a broad range of topics dealing with real estate. While many of them focus specifically on Georgia's landlord-tenant law, some of them deal with real-estate as an investment vehicle, the tax and legal benefits of real estate investing, and measures to find and retain good tenants.

- William J. Dawkins, Georgia Landlord and Tenant: Lease Forms and Clauses, (Harrison Co.) (1990). KFG117.A65 D38 1990
- William J. Dawkins, Landlord and Tenant: Breach and Remedies: The Law in Georgia, (Harrison Co.) (1979). KFG117 .D38
- William J. Dawkins, Landlord and Tenant: Lease-Related Forms: The Law in Georgia, (Harrison Co.) (1980). KFG117.A65 D39
- Mary Farmer, The Landlord's Primer for Georgia: A Self Help Guide for Inexperienced Landlords (Global Interests Press) (1993). KFG117 .F37 1993
- Georgia Housing & Finance Authority, Questions Frequently Asked by Tenants and Landlords (Georgia Housing & Finance Authority) (1991). KFG117 .Q73 1991
- Gary Keller, The Millionaire Real Estate Investor (McGraw-Hill) (2005).
- Robert Kiyosaki and Ken McE lroy, How to Find and Keep Good Tenants (Cash Flow Technologies, Inc.) (2006).
- Sharon L. Lechter and Garrett S utton, Real Estate Advantages (Warner Business Books) (2006).
- Russell D. Mays, Georgia Dispossessory Warrant Practice and Procedure Handbook (Mays) (1979). KFG117 .M39
- C. Truitt Martin, Jr., Marvin W. Mixon, Charles Norman Spence, Basic Real Estate Law in Georgia (National Business Institute) (1989). KFG126 .M37 1989
- Ken McElroy, The ABC' s of Real Estate Investing (Warner Books) (2004).
- Arthur Gray Powell, A Practical Treatise on the Law and Procedure Involved in the Preparation and Trial of Cases of Ejectment and Other Actions at Law Respecting Titles to Land, Treating Particularly of the Pleading, Practice and Evidence, and, in General Way, Also of the Principles of Substantive Law Involved in Such Actions (Harrison Co.) (1911). KFG117.A65 D39.
- Rick Villani and Clay Davis, Flip: How to Find, Fix, and Sell Houses for Profit (McGraw-Hill) (2007).

American Law Reports

American Law Reports are a very useful tool in getting an overview of a specific legal issue. Within each report, one can find a summary of the legal issue and landmark cases. Below is a list of ALR articles that address various landlord-tenant problems. Additionally, in the "statutes" section of this webguide there are links to specific ALR articles that address that particular statute. Look for the "ALR" links - they will take you to articles that are on-point for that statute.

- P. A. Agabin, *Right of Landlord Legally Entitled to Possession to Dispossess Tenant Without Legal Process,* 6 A.L.R.3d 177 (1966).
- Tracy A. Bateman and Susan Thomas, *Landlord's Liability for Failure to Protect Tenant from Criminal Acts of Third Person*, 43 A.L.R.5th 207 (1996).
- Tracy A. Bateman, *What Constitutes Tenant's Holding Over of Leased Premises,* 13 A.L.R.5th 169 (1993).
- Russell G. Donaldson, *Death of Lessee as Terminating Lease,* 42 A.L.R.4th 963 (1985).
- Francis M. Dougherty, *Strict Liability of Landlord for Injury or Death of Tenant or Third Person Caused by Defect in Premises Leased for Residential Use,* 48 A.L.R.4th 638 (1986).
- Joseph E. Edwards, *Landlord's Liability for Damage to Tenant's Property Caused by Water,* 35 A.L.R.3d 143 (1971).
- Steven J. Gaynor, *Liability of Property Owner for Damages from Spread of Accidental Fire Originating on his Property,* 17 A.L.R.5th 547 (1994).
- W. R. Habeeb, *Landlord's Liability for Personal Injury or Death of Tenant or his Privies from Heating System or Equipment,* 86 A.L.R.2d 791 (1962).

- W. R. Habeeb, *Landlord's Liability for Personal Injury or Death of Tenant or Privies from Electrical System or Equipment,* 86 A.L.R.2d 838 (1962).
- W. R. Habeeb, *Landlord's Liability for Personal Injury or Death of Tenant or his Privies from Plumbing System or Equipment,* 84 A.L.R.2d 1143 (1962).
- Kristine Cordier Karnezis, *Modern Status of Rule as to Tenant's Rent Liability After Injury to or Destruction of Demised Premises,* 99 A.L.R.3d 738 (1980).
- Randy R. Koenders, *Express or Implied Restriction on Lessee's Use of Residential Property for Business Purposes,* 46 A.L.R.4th 496 (1986).
- Susan M. Kole, *Landlord's Permitting Third Party to Occupy Premises Rent-Free as Acceptance of Tenant's Surrender of Premises,* 18 A.L.R.5th 437 (1994).
- Allan E. Korpela, *Landlord's Liability for Injury or Death Due to Defects in Outside Walks, Drives, or Grounds Used in Common by Tenants,* 68 A.L.R.3d 382 (1976).
- Allan E. Korpela, *Landlord's Liability for Injury or Death Due to Defects in Exterior Steps or Stairs Used in Common by Tenants,* 67 A.L.R.3d 490 (1975).
- Allan E. Korpela, *Landlord's Liability for Injury or Death Caused by Defective Condition of Interior Steps or Stairways Used in Common by Tenants,* 67 A.L.R.3d 587 (1975).
- Allan E. Korpela, *Liability of Landlord for Personal Injury or Death Due to Inadequacy or Lack of Lighting on Portion of Premises Used in Common by Tenants,* 66 A.L.R.3d 202 (1975).
- Allan E. Korpela, *Landlord's Liability for Personal Injury or Death Due to Defects in Appliances Supplied for Use of Different Tenants,* 66 A.L.R.3d 374 (1975).
- Allan E. Korpela, *Landlord's Liability for Injury or Death Due to Defects in Areas of Building (Other than Stairways) Used in Common by Tenants,* 65 A.L.R.3d 14 (1975).
- Debra T. Landis, *Measure of Damages for Landlord's Breach of Implied Warranty of Habitability,* 1 A.L.R.4th 1182 (1980).
- Sonja Larsen, *Landlord's Liability for Injury or Death of Tenant's Child from Lead Paint Poisoning,* 19 A.L.R.5th 405 (1994).
- James C. McLoughlin, *When Lessor May Withhold Consent Under Unqualified Provision in Lease Prohibiting Assignment or Subletting of Leased Premises Without Lessor's Consent,* 21 A.L.R.4th 188 (1983).
- Robin Cheryl Miller , *Liability of Landlord for Injury or Death Occasioned by Swimming Pool Maintained for Tenants,* 62 A.L.R.5th 475 (1998).
- James Timothy Payne, *Landlord and Tenant: Respective Rights in Excess Rent When Landlord Relets at Higher Rent During Lessee's Term,* 50 A.L.R.4th 403 (1986).
- John D. Perovich, *Validity of Exculpatory Clause in Lease Exempting Lessor from Liability,* 49 A.L.R.3d 321 (1973).
- Gavin L. Phillips, *What Constitutes Abandonment of Residential or Commercial Lease—Modern Cases,* 84 A.L.R.4th 183 (1991).
- Jonathan M. Purver, *Tenant's Right, Where Landlord Fails to Make Repairs, to Have Them Made and Set Off Cost Against Rent,* 40 A.L.R.3d 1369 (1971).
- Robert M. Schoenhaus, *Landlord and Tenant: Constructive Eviction by Another Tenant's Conduct,* 1 A.L.R.4th 849 (1980).
- W. E. Shipley, *Modern Status of Landlord's Tort Liability for Injury or Death of Tenant or Third Person Caused by Dangerous Condition of Premises,* 64 A.L.R.3d 339 (1975).
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- Danny R. Veilleux, *Landlord's Liability to Third Person for Injury Resulting from Attack on Leased Premises by Dangerous or Vicious Animal Kept by Tenant,* 87 A.L.R.4th 1004 (1991).

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Computerized Research

Websites Focused on Landlord-Tenant Law

Renlist.net	Description
• Rentlist.com	• ○ Completely free site!!! ○ Provides a list of Georgia's landlord-tenant statutes. ○ Provides internal links to the statutes that deal specifically with Georgia's eviction law and security deposit law.

Georgia Landlord	Description
• Georgialandlord.com	• Free website geared towards providing information and services for landlords

	and residential real estate investors. • Provides information about new and changed laws. • Provides alerts regarding new tenant scams. • Includes links to services frequently used by landlords. • Includes databases for real estate property on the market.

Landlord-Tenant Law	Description
• Landlord-Tenant Law in All 50 States	• Provides links to websites that discuss landlord-tenant law in each of the fifty states.

Landlord-Tenant Lawyers in Atlanta	Description
• Georgia Landlord-Tenant Lawyers	• Provides a list of Atlanta based law firms that specialize in landlord-tenant law.

Websites Focused on Finding and Financing Investment Real Estate

Finding Residential Real Estate	Description
• Atlantapros.com	• ◦ This is a fantastic website for locating residential properties in Atlanta. It has a very helpful and user friendly database that provides much more information than most. Notably, it gives the specific address for the property, the MLS number, provides a mortgage calculator, and has several different criteria available to sort the search results.

Investment Capital	Description
• AAXA Discount Mortgages • Bluefields Capital • HSBC Investment Capital	• All of these websites are for lending companies that specialize in providing capital for real estate investment properties

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Conclusion

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While the legal landscape is constantly changing, this bibliography provides an overview of Georgia's Landlord-Tenant law, the cases that have defined the parameters of the individual statutes, and the secondary sources that have provided commentary on the state of the law. Before relying on any cases, remember to Shepardize to make sure the law has not changed.

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