

# Georgia's Safe at Home Act







## A Bench Card for Georgia Magistrate Judges

Practical guidance on the key legal changes introduced by the Safe at Home Act, which took effect July 1, 2024, and established new landlord obligations and tenant protections under Chapter 7 of Title 44 of the Official Code of Georgia.





## Overview

The Safe at Home Act introduced key changes to Georgia landlord-tenant law that apply to residential lease agreements entered or renewed on or after July 1, 2024. These provisions created new landlord duties and tenant rights under Chapter 7 of Title 44 of the Official Code of Georgia.<sup>1</sup>

### The major changes include:

-  **Warranty of Habitability:**  
Adds an express warranty of habitability to O.C.G.A. § 44-7-13(b), requiring landlords to maintain rental premises in a condition *fit for human habitation*.
-  **Definition of Utilities:**  
Expands the definition of “utilities” in O.C.G.A. § 44-7-14.1(a) to explicitly include *cooling*, in addition to heat, light, and water.
-  **Security Deposit Limit:**  
Creates a new Code section, O.C.G.A. § 44-7-30.1, which caps security deposits at no more than the equivalent of *two months’ rent*.
-  **Eviction Protections and Right to Cure:**  
Amends O.C.G.A. § 44-7-50 to provide tenants with a *three-business-day cure period* to pay all amounts owed (rent, late fees, utility charges, etc.) after receiving a written notice to vacate or pay.

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<sup>1</sup>For the full text of the Safe at Home Act, see H.B. 404 (2024) at: <https://www.legis.ga.gov/api/legislation/document/20232024/229083>

**JUDICIAL NOTE:** The phrase “fit for human habitation” is not defined in the Safe at Home Act. Magistrate judges may consult state and local housing codes and nuisance laws for interpretive guidance. (See Appendix B: Fit for Human Habitation Criteria). For the full statutory language, see Appendix A: Key Statutory Provisions.



## Warranty of Habitability – O.C.G.A. § 44-7-13(b)

Under Georgia law, once a landlord-tenant relationship is created, the landlord must maintain the rental premises in good repair for the duration of the tenancy. O.C.G.A. §§ 44-7-13(a), 44-7-14. The Safe at Home Act (effective July 1, 2024) amended Georgia’s landlord-tenant law to create an express, non-waivable warranty of habitability.

- Once a landlord-tenant relationship is created, the landlord has a continuing legal duty to maintain the rental premises in good repair throughout the duration of the tenancy. See, O.C.G.A. § 44-7-13(a). Existing law, O.C.G.A. § 44-7-24, prohibits the landlord from retaliating against a tenant who complains or seeks a remedy for unsafe living conditions. See, Appendix D.
- Under the Safe at Home Act, any lease, rental agreement, or similar arrangement – whether written or oral – for the use of residential property is deemed to include an express warranty of habitability. This means the landlord must ensure the property is *fit for human habitation* at all times. See, O.C.G.A. § 44-7-13(b).
  - Importantly, this warranty cannot be waived by either party. Landlords and tenants may not waive, assign, or contract away the duties or remedies related to this warranty – even by agreement. See, O.C.G.A. § 44-7-2(b)(1).



## Landlord’s Duty to Provide Utilities – O.C.G.A. § 44-7-14.1<sup>2</sup>

Under Georgia law, landlords have an ongoing duty to furnish utilities to tenants. The Safe at Home Act expanded this duty by amending the statutory definition of “utilities.”<sup>2</sup>

### • Required Utilities (Effective July 1, 2024)

For residential lease agreements entered into or renewed on or after July 1, 2024, the term “utilities” includes the following services, all of which the landlord must provide:

- Cooling (newly added by the Safe at Home Act)
- Heating
- Lighting
- Water services.

See, O.C.G.A. § 44-7-14.1(a).

<sup>2</sup>O.C.G.A. § 44-7-14.1 generally prohibits landlords from interrupting essential utility services to a tenant until after the final disposition of any dispossession proceeding. The Safe at Home Act amended Subsection (a) to include cooling as a required utility for residential leases entered into or renewed on or after July 1, 2024.

- **Prohibition on Utility Shutoffs During Eviction**

Landlords are prohibited from knowingly and willfully suspending any of the above utilities until after final disposition of a dispossessory (eviction) proceeding. This prohibition protects tenants from having their utilities cut off while awaiting a court ruling. See, O.C.G.A. § 44-7-14.1(b).

- **Penalties for Noncompliance**

A landlord who violates this duty may be subject to a civil fine of up to \$500.00. See, O.C.G.A. § 44-7-14.1(c).



### **Security Deposit Limit – O.C.G.A. § 44-7-30.1<sup>3</sup>**

Under the Safe at Home Act, Georgia law now limits the amount a landlord may charge for a security deposit in residential leases entered into or renewed on or after July 1, 2024.

- **Statutory Limit**

A landlord shall not demand or receive a security deposit exceeding the equivalent of two months' rent. See, O.C.G.A. § 44-7-30.1. For example, if rent is \$1,200 per month, the security deposit shall not exceed \$2,400.00.



### **Eviction Notice and Cure Requirements –**

#### **O.C.G.A. §§ 44-7-50(c); 44-7-50(d)<sup>4</sup>**

The Safe at Home Act established new procedural protections for tenants facing eviction due to nonpayment. These protections apply to residential leases entered into or renewed on or after July 1, 2024, and require specific notice and a three-business-day cure period before a landlord may file a dispossessory action.

- **Pre-Eviction Requirements for Landlords**

Before filing for eviction for nonpayment of rent, utilities, late fees, or other charges, a landlord must:

- Deliver a written notice giving the tenant three business days to pay the amount due or vacate the premises;
- Post the notice in a sealed envelope conspicuously on the door of the property; and
- Deliver the notice by any additional method agreed upon in the rental agreement (e.g., email, certified mail, text).

See, O.C.G.A. § 44-7-50(d).

#### **JUDICIAL NOTE:**

- Magistrates should verify the total amount collected for security deposits when reviewing lease documents or hearing tenant claims regarding excessive upfront costs.
- This limit applies regardless of how the deposit is labeled (e.g., “damage deposit,” “move-in fee,” etc.) if refundable. See, O.C.G.A. § 44-7-30(3).
- This provision is not waivable by agreement. See, O.C.G.A. § 44-7-2(b)(6).

<sup>3</sup>While other Georgia laws govern the handling and return of security deposits (e.g., O.C.G.A. § 44-7-33), this bench card focuses specifically on the Safe at Home Act's creation of a new section, O.C.G.A. § 44-7-30.1, which limits the amount a landlord may charge as a security deposit in leases entered into or renewed on or after July 1, 2024.

<sup>4</sup>O.C.G.A. § 44-7-50 includes additional procedural provisions related to dispossessory filings, including requirements for the affidavit, summons, service, and tenant responses. This bench card focuses specifically on subsections (c) and (d), which were amended by the Safe at Home Act (2024) to establish new notice and cure requirements that apply to residential lease agreements entered into or renewed on or after July 1, 2024.

**JUDICIAL NOTE:** Verify compliance with all notice content, timing, and delivery requirements before allowing a dispossessory action to proceed. Noncompliance may warrant dismissal or a continuance to allow proper notice. See, Appendix C.

- **Tenant's Right to Cure**
  - The tenant may avoid eviction by paying all amounts owed within three business days after being provided with the notice to pay or vacate.
  - If full payment is made during this time, the landlord may not proceed with filing a dispossessory affidavit.

See, O.C.G.A. § 44-7-50(c).
- **Filing After Cure Period**
  - If the tenant does not pay or vacate within the three business days, the landlord may file a dispossessory affidavit and seek possession of the property. See, O.C.G.A. § 44-7-50(c).

## Appendix A: Key Statutory Provisions Table (Full Text)

Statute	Name	Language
O.C.G.A. § 44-7-13(b)	Warranty of Habitability	Any contract, lease, license, or similar agreement, oral or written, for the use or rental of real property as a dwelling place is deemed to include a provision that the premises is fit for human habitation.
O.C.G.A. § 44-7-2(b)(1)	Non-Waiver Clause	In any contract, lease, license agreement, or similar agreement, oral or written, for the use or rental of real property as a dwelling place, a landlord or a tenant may not waive, assign, transfer, or otherwise avoid any of the rights, duties, or remedies contained in ... Code Section 44-7-13, relating to the duties of a landlord as to repairs and improvements.
O.C.G.A. § 44-7-14.1(a)	Utilities	As used in this Code section, the term “utilities” means cooling, heat, light, and water service.
O.C.G.A. § 44-7-14.1(b)	Prohibition on Utilities Shutoffs	It shall be unlawful for any landlord to 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.
O.C.G.A. § 44-7-30.1	Security Deposit Limit	No landlord shall demand or receive a security deposit in an amount that exceeds the equivalent of two months' rent.
O.C.G.A. § 44-7-50(d)	3-Day Notice Requirement	... [T]he three-day notice to vacate or pay [notice] 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 methods agreed upon in the rental agreement.

# Appendix B:

## Fit for Human Habitation Criteria

### Definition: Fit for Human Habitation

The challenge with habitability claims brought pursuant to the Safe at Home Act is the statute does not define “fit for human habitation.” Therefore, magistrate judges may look to habitability definitions within their housing codes when evaluating habitability concerns raised by tenants. See, O.C.G.A. § 15-10-60.<sup>5</sup>

#### State Minimum Codes:

- **The 1994 Standard Housing Code (SBCCI)**

For jurisdictions that adopted the Standard Housing Code, a dwelling is unfit for human habitation is one that is “so damaged, decayed, dilapidated; unsanitary, unsafe, or vermin-infested that it creates a serious hazard to the health or safety of the occupants or the public” or “[o]ne which lacks illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or the public.” Standard Housing Code § 309.1 (S. Bldg. Code Cong. Int’l., 1994).

- **The International Property Maintenance Code (ICC)**

Rental property is unfit for human habitation “whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code [The International Property Maintenance Code (ICC)], or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.” International Property Maintenance Code § 109.1.3 (ICC, 2024).<sup>6</sup>

- **State Law Guidance**

Magistrates may also consult O.C.G.A. § 41-2-7(a)<sup>7</sup> which states a property is unfit for human habitation when its condition, use, or occupancy:

- Violates applicable codes, including:
  - State minimum standard building, fire, or life safety codes adopted by local ordinance or operation of law;
  - Optional local housing or property maintenance codes;
  - General nuisance laws; and

• **JUDICIAL NOTE:** When a tenant raises a habitability claim, consider whether the alleged conditions fall within these definitions. Also consider any relevant local code enforcement records or housing inspections. See, O.C.G.A. § 41-2-7(b).

<sup>5</sup>The Safe at Home Act not only requires landlords to keep their property in a state fit for human habitation, it subjects landlords to criminal penalties if they knowingly or willfully suspend the tenant’s cooling, heat, light or water service at any time. O.C.G.A. § 44-7-14.1.

<sup>6</sup>The 1994 Standard Housing Code and The International Property Maintenance Code must be adopted by the jurisdiction in which the rental property at issue is located to be applicable. O.C.G.A. § 8-2-25(b).

<sup>7</sup>This Code section may be applied to private property where there exists endangerment to public health or safety because of unsafe or unsanitary conditions to the people residing or working in the vicinity. O.C.G.A. § 41-2-7(b). A finding by code enforcement or a government entity is prima facie evidence that said property is a nuisance in violation of state law. Id.

**JUDICIAL NOTE:** Magistrates may also consult habitability definitions contained in their county's local ordinances adopted under O.C.G.A. §§ 8-2-25(c) or 36-61-11.

- Constitutes a hazard to the health, safety, or welfare of the public, due to one or more of the following:
  - Dilapidation or structural instability;
  - Increased risk of fire, accidents, or other calamities;
  - Lack of adequate ventilation, light, or sanitary facilities;
  - Unsanitary or unsafe conditions;
  - Other conditions that are dangerous, detrimental, or inimical to the well-being of occupants or nearby residents.

This definition also includes adjacent property conditions that render otherwise habitable real estate unsafe for occupancy due to their proximity.

## Appendix C: 3-Day Notice Requirements Checklist

Pursuant to O.C.G.A. § 44-7-50(d), the court should confirm that the landlord has met the following requirements before issuing judgment on a dispossessory affidavit for nonpayment:

- Issued written notice to pay or vacate to tenant.
- Allowed tenant three full business days to cure the debt.
- Conspicuously posted the notice in a sealed envelope on the door.
- Used additional delivery methods specified in the lease agreement.
- Listed all charges owed (rent, fees, utilities, etc.)

## Appendix D: Retaliation Defense Decision Tool

### Retaliation Defense – O.C.G.A. § 44-7-24

Georgia law prohibits landlords from retaliating against tenants who assert rights related to health, safety, or habitability. The Safe at Home Act created a statutory warranty of habitability, which will likely lead to more tenants reporting unsafe conditions to code enforcement or requesting repairs. Under O.C.G.A. § 44-7-24, a tenant who makes such a report is protected from retaliatory eviction or other adverse actions taken by the landlord within 3 months. When properly asserted by the tenant, magistrate judges must evaluate retaliation claims as defenses to dispossessory proceedings.

- **Protected Tenant Actions – O.C.G.A. § 44-7-24(b)**

A tenant establishes a prima facie retaliation claim by showing they acted in good faith and:

1. Complained to a landlord, government agency, utility provider, or code enforcement about unsafe or uninhabitable conditions.
2. Requested the landlord make repairs under the rental agreement or required by law.
3. Participated in or attempted to organize a tenant group to address problems related to the habitability or safety of the property.

- **Prohibited Landlord Responses – O.C.G.A. § 44-7-24(c)**

If taken within 3 months of a protected tenant action, the following may constitute retaliation:

1. Filing an eviction/dispossessory action.
2. Terminating the lease.
3. Reducing services or increasing rent (unless part of documented, lawful adjustment)<sup>7</sup>
4. Otherwise interfering with the tenant's legal rights or use of the premises.

- **Landlord Rebuttal and Exceptions – O.C.G.A. § 44-7-24(d)**

Landlords may rebut the retaliation claim by showing a lawful basis for the dispossessory action, such as:

- Tenant is delinquent in rent;
- Tenant caused property damage;
- Tenant threatened landlord or others; or
- Tenant violated lease terms unrelated to the complaint.

• **JUDICIAL NOTE:** A government inspection certifying code compliance within the past 12 months may also be used by the landlord to rebut the claim. O.C.G.A. § 44-7-24(f).

- **Remedies for Tenants – O.C.G.A. § 44-7-24(e)**

If the court finds retaliation occurred, the dispossessory action shall be dismissed, and the tenant may recover:

- One month's rent plus \$500.00 in civil penalties.
- Court costs and attorney fees (if landlord's conduct is willful or malicious); and
- Declaratory relief less any delinquent rent or other sums for which the tenant is liable to the landlord.

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<sup>7</sup>Under O.C.G.A. § 44-7-24(d)(1), a landlord shall not be liable for retaliation under O.C.G.A. § 44-7-24(c) for increasing rent or reducing services if under an escalation clause in a written lease for utilities, taxes, or insurance, as part of a pattern for an entire multiunit residential building, or as part of a rent increase due to the terms of the tenant's or landlord's participation in a government-regulated program.

## Appendix E: Sample Bench Questions for Habitability Hearings

You may use the following questions to guide your assessment of whether the rental premises is “fit for human habitation.”

1. Describe the problems you are having with your home.
2. When did the problem begin?
3. How and when did you notify the landlord?
4. Did you contact code enforcement?
5. How has the issue affected your use and enjoyment of the unit?
6. Were repairs attempted? Were they effective?
7. Are other tenants experiencing similar issues?



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