

As a tenant, you have rights. But you also have responsibilities. For your own protection, there are some things you need to do before you even sign the lease. There are also things you need to know should your landlord try to evict you.

### **Are You a Tenant?**

If you rent a room in a hotel or rooming house, you may legally be a “guest” and not a “tenant”. If you are legally a “guest”, your landlord does not have to go through any legal procedures to evict you. If you are late with the rent, the landlord can change the locks with no notice to you.

And if you do not pay the rent you owe, the landlord may sell your belongings to pay your bill. If you have questions about whether you are a tenant or a guest, talk to an Atlanta Legal Aid Society lawyer before you are in danger of being locked out.

### **Before You Move In**

First, carefully inspect the entire house or apartment to make sure it is in good condition. Next, make a list of damages or things that are wrong with the property.

Have the landlord sign the list and keep a signed copy for your records. If possible, do not sign the lease or move in until the landlord completes all the necessary repairs.

Your first cost will probably be application fee. Ask if this fee will be returned to you should your application be denied. You also need to know if the application fee can be applied towards your rent if you decide to rent the house/apartment.

A tenant’s rights and responsibilities are spelled out in the lease. This document states all the important information about your tenancy. The lease tells the length of your tenancy, renewal conditions, repair procedures, rent due date, etc.

Read your lease carefully before you sign it. Be sure to get a copy of the signed lease.

In most cases, you will have to pay a security deposit. This covers damages that you, your family or your guests may cause. Under certain conditions, you are entitled to have your security deposit placed in an escrow account (a special bank account). If so, the landlord must tell you the account number and where the account is kept.

## **While Renting**

Your landlord is responsible for repairs to keep the property in good condition. Georgia law says that a landlord cannot make a tenant make or pay for repairs, unless that tenant, his/her family or guests caused the damage.

For serious repair problems, local housing code departments can inspect for possible violations. Always make repair requests in writing and always keep a copy of any repair request you make. If your landlord does not make the requested repairs within a reasonable amount of time there are some things you can do.

First, you may sue for damages. Another solution is to do the repairs yourself - or have someone else do them. You can then subtract the cost of the repairs from the next month's rent. However, you may not recover the money you spend if your landlord takes you to court. Please consult an attorney before you "repair and deduct".

If you do not have a written lease, your landlord cannot raise your rent or ask you to leave without giving you 60 days' notice. If you have a written lease, your rent cannot be raised during the term of the lease unless the lease says otherwise.

## **Communicating With Your Landlord**

When you tell your landlord about repair problems or give notice that you are moving out, do so in writing. Put your name, address, and the date on the letter. Keep a copy for yourself. You do not need any special forms; however, Atlanta Legal Aid does provide a repair request form for tenants.

## **Moving Out**

When you decide to move out, give your landlord 30 days' notice unless your lease requires differently. The landlord must return the full amount of your security deposit within 30 days after you move out as long as the property was not damaged and you do not have a balance due on your rent.

If your landlord is withholding all or part of your deposit, he/she must give you a reason. If you are dissatisfied with the reason(s), you may want to talk with a lawyer about what legal claims you may have.

## **Evictions**

Your landlord can legally evict you if you have not paid your rent, you have violated your lease, or if you have not moved out at the end of your lease. However, a landlord must sue you in court. A lawsuit to evict a tenant is called a dispossessory warrant. Always call a lawyer if you receive a lawsuit.

**[Georgialegalaid.org](http://Georgialegalaid.org)**

### **Metro Atlanta Housing Code Enforcement Offices**

Atlanta 404-330-6190

Decatur 404-377-9911

Lawrenceville 770-963-2414

Clayton County 770-477-3569

DeKalb County 404-371-2776

Gwinnett County 70-822-7550

College Park 404-669-3762

East Point 404-765-1030

Marietta 770-429-4253

Cobb County 770-528-2180

Fulton County 404-730-4848