REPAIR AND DEDUCT

Under GA law a landlord is responsible to maintain their rental property and keep it safe and habitable. When a landlord fails to respond to repair requests after a reasonable time, you can get a competent repair person to make the repair at a reasonable cost and then deduct that cost from your future rent. This is called “repair and deduct.” You should only use repair and deduct for repairs that cost no more than one month’s rent.

It is ILLEGAL to withhold rent in GA, even when a property is in terrible condition. Many tenants end up in eviction court for trying to get their landlord to make repairs by withholding rent. Even though many other states allow withholding rent, this is never allowed in GA.

It is LEGAL, however, to “repair and deduct.” Repair and deduct can be a useful approach to dealing with an unresponsive landlord, but many landlords will try to evict tenants for doing it. Therefore you must be very careful to do it properly so you know they don’t have cause to evict you. Be sure to follow all of these steps!

1. Report bad maintenance issues to your landlord in writing and request they fix the issue. Give them a date by which to fix it (use the repair request notice on the next page). Keep copies of your request. Take photos or video of the issue and keep copies. GA law requires that your landlord make the repairs within a “reasonable” amount of time.
   How much time should I give them to fix it?
   - For a serious problem like a missing door or broken staircase needed to access the unit, give the landlord 2 days.
   - For a problem that makes the unit dangerous, like a gas leak, you can request immediate repairs.
   - For anything less serious you should give them at least ________ days.

   Margin note: Be sure that what you are requesting is a repair, and NOT an improvement or maintenance. A repair returns a structure, system, or appliance to its original condition before it became damaged. An improvement makes something better than it was when you moved in. Maintenance is daily upkeep like keeping your home clean.

2. If, after the landlord has had a “reasonable” amount of time to inspect and make the repairs, and they have still not fixed the issues, then send a second written notice to your landlord stating that the timeframe is up and that you will now pay someone to do the repair. Keep a copy of the notice!

3. Find a licensed repair person to make the needed repair(s). You must get at least two estimates for the repair cost and pick the cheaper one.

4. Pay the repair person to make the repair, subtract that amount from your next month’s rent, and send a copy of the repair receipt to your landlord along with any remaining rent due.
Repair Request Notice

Dear Landlord,

Please repair my __________________________________________. It broke on _____________.

I am requesting that the repairs be made by _____________. If it is not repaired by this date, or you do not respond, I will have it repaired myself and deduct the cost from my next month’s rent.

I will arrange to have the required repairs done by a competent repair person at a reasonable cost. I will deduct the cost of the repair from my next month’s rent, and send you the receipts. If possible, I will ask the repair person for a statement detailing the work performed and the problem corrected.

The repairs I am requesting will contribute to the general upkeep of the dwelling and will be mutually beneficial for you and me. I wish to remain as a tenant in my home and to cooperate with you in every way possible. I hope we can reach an agreement on the repairs right away.

Thank you,

Name: ________________________