

Repair and Deduct in Georgia Leases Information For PFC Counselors

While it is possible for students to use the “repair and deduct” remedy if a property manager is not keeping the unit in repair, there are significant risks to doing so. Usually, this is not a good strategy for students and is often more likely to get them into a far worse situation rather than a better situation. In order to appropriately use the repair and deduct remedy, a resident should

1. Have some component of the residence that has fallen into disrepair since the beginning of the lease (obvious damages that were present at the beginning of the lease do not qualify) not due to abuse or negligence on the part of the resident or those invited into the unit by the resident.
2. Send written notice to the property manager of the need to repair and also send written notice of the intent to have the item repaired and deduct the cost of the repair from the rent. Make sure the notice requirements (location and format) match any described in the lease.
3. Wait a reasonable length of time in order for the property manager to have the item repaired. Reasonable can vary depending upon the scope of the repairs needed.
4. Hire a qualified contractor to repair or replace the item, returning it to the condition it was in at the beginning of the lease, but not replacing it with a substantially more expensive replacement (e.g., not replacing a cracked bathtub with a Jacuzzi). In general, residents should not do the repair themselves. The “value” of their labor cannot be deducted from the rent.
5. Submit copies of the receipts with itemized charges along with a rental payment reduced by the amount of the receipt to the property manager.

What are the risks? Failing to pay the full rent amount allows the property manager to begin an eviction proceeding. The repair and deduct process is a defense in this eviction process. If the defense fails (for example, due to lack of notice, lack of sufficient time elapsing, making substantial improvements rather than repairs), eviction results. Thus, the repair and deduct method involves risk. In addition, residents are liable if the repairs are done inappropriately or if damages are caused to the unit by the person attempting repairs. Obviously, such damages could be many thousands of dollars.

Russell James, Assistant Professor, Department of Housing and Consumer Economics,
University of Georgia