

O.C.G.A. § 44-7-2

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\*\*\* Current through the 2006 Regular Session \*\*\*

TITLE 44. PROPERTY  
CHAPTER 7. LANDLORD AND TENANT  
ARTICLE 1. IN GENERAL

O.C.G.A. § 44-7-2 (2006)

§ 44-7-2. Parol contract creating landlord and tenant relationship; certain provisions prohibited; effect of provision for attorney's fees

(a) Contracts creating the relationship of landlord and tenant for any time not exceeding one year may be by parol.

(b) 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 the following provisions of law:

- (1) Code Section 44-7-13, relating to the duties of a landlord as to repairs and improvements;
- (2) Code Section 44-7-14, relating to the liability of a landlord for failure to repair;

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O.C.G.A. § 44-7-13 (2006)

§ 44-7-13. Landlord's duties as to repairs and improvements

The landlord must keep the premises in repair. He shall be liable for all substantial improvements placed upon the premises by his consent.

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O.C.G.A. § 44-7-14 (2006)

§ 44-7-14. Tort liability of landlord

Having fully parted with possession and the right of possession, the landlord is not responsible to third persons for damages resulting from the negligence or illegal use of the premises by the tenant; provided, however, the landlord is responsible for damages arising from defective construction or for damages arising from the failure to keep the premises in repair.