



TENANT FORECLOSURE/EVICTION FACT SHEET



Q. I rented this great house, but my landlord just went into foreclosure. Do I have any protection under federal or local law?

A. Yes. The Protecting Tenants at Foreclosure Act of 2009 establishes national standards to provide renters sufficient notice when foreclosure happens. The new national standard provides uniform protection to renters who are vulnerable to sudden eviction. The new law states that:

1. In all cases, bona fide renters will get at least a 90-day notice prior to eviction.

2. Renters can stay until their lease runs out except when the new owner will occupy the home as a primary residence, when renters have no lease or when renters have only a month-to-month lease. Even for these three exceptions, the 90-day notice still applies.

Q. The apartment complex where I live changed owners last month. The new owners have notified all tenants that the old leases are cancelled and have given us new leases to sign within thirty (30) days or vacate. The new leases have higher rents and different rules. I had five more months on my old lease. Can the new owners do this?

A. No, unless your first lease permits it. Generally, a person who buys rental property does so subject to any existing leases with current tenants. This means that the new owner, who purchased your rental property, must abide by your lease's terms. Any change or modification to the existing lease which the new owner wishes to make must be done in accordance with the terms of the existing lease. Unless an existing lease contains language allowing the owner to terminate or modify, the lease may not be changed prior to its expiration. If you want to remain a tenant under your lease, you should notify the new owner in writing that you expect him to honor your current lease. On the other hand, a tenant can consider the new lease as an offer of a new tenancy and agree to its terms and conditions by signing the new lease. If signed, the new lease will create a new landlord tenant relationship. Different rules apply when a property is purchased at a foreclosure sale.

Q. My lease will expire in two months. I want to stay in the same apartment. What should I do?

A. First, you need to read your lease and pay special attention to paragraphs which discuss renewal, extension, or expiration of the tenancy. If your lease does not answer your question, contact your landlord and discuss the matter with him or her. If you and the landlord cannot reach an agreement on a new lease or an extension of your existing lease, you should plan on moving when your lease ends. At the end of the lease term, a landlord can choose not to extend the existing lease or can offer the tenant a new lease with different terms, including an increase in rent. Georgia law does not limit the amount of rent a landlord can charge or the amount by which rent can be increased. If you remain in your unit after your lease expires, the landlord can require that you immediately sign a new lease with new terms or vacate. It is best to negotiate your new lease before your old lease expires.

Q. I have received notice that my landlord is not going to renew my lease. According to the terms of the lease, the landlord must provide a thirty (30) day notice that the lease will not be renewed. Does the landlord have to give me a reason for not renewing my lease?

A. No, a private landlord is not required to give a reason for refusing to renew a lease unless the lease so requires. The landlord can refuse to renew a lease for any reason but cannot discriminate based on race, color, disability, religion, nationality, or because children are in the household. A private landlord merely has to give the tenant notice of non-renewal or other notice as required under the lease. If there is no written lease, the landlord has to give the tenant a sixty (60) day notice to terminate the tenancy.

Q. I don't have a written lease. Do I have any rights if my landlord wants to evict me?

A. Yes, if you are current with your rent payment. A tenant who occupies rental property with the landlord's consent and makes rent payments without a written lease is a "tenant-at-will." Georgia landlord tenant laws, including eviction laws and security deposits laws, still apply. A tenant-at-will has the right to occupy and use the rented property according to the agreement between the landlord and the tenant. When the lease does not state when the tenancy will end, which usually happens when there is no written lease, Georgia law (O.C.G.A. §44-7-7) specifies the notice the landlord must give to terminate or change the original rental agreement. A landlord who has a tenant-at-will must give a sixty (60) day notice to the tenant before seeking to terminate the

agreement or change any term of the original agreement. This means the landlord must give a tenant-at-will sixty (60) days notice before imposing a rent increase or requesting that the tenant move. A tenant-at-will must give a thirty (30) day notice to the landlord to terminate or change the original agreement. To protect your legal rights, any and all notices should be in writing. When a tenant-at-will fails to pay rent the landlord is not required to give the sixty (60) days notice; the landlord can demand possession and immediately file a dispossessory affidavit seeking possession in court.

Q. I have a one year lease which prohibits pets. For the past three months, I have kept a dog in my apartment. The landlord was aware that I brought a dog into the apartment and, initially, told me it was all right. Last week, I received a letter from my landlord giving me thirty days to get rid of my dog and reminding me that the lease prohibits pets. Can he evict me if I don't get rid of my dog?

A. Yes. The fact that your landlord chose to allow you to have a dog and did not enforce the lease term prohibiting pets does not mean that the landlord can never enforce that lease term. To enforce the suspended lease term, the landlord need only give you notice that he wants you to comply with the no pet rule in your lease. If you fail to remove the pet, the landlord may terminate your lease and seek to evict you. If your landlord had agreed in writing to allow you to keep the dog and waive the no pet lease term, he would not be able to later change his mind and ask you to remove the dog.

Q. My landlord told me my girlfriend was visiting too often and that she could no longer come to my unit. Can my landlord do this?

A. A landlord cannot limit a tenant's visitors unless they are disturbing other tenants or violating the terms of the lease. However, a tenant should be careful not to allow a visitor to stay overnight too many times in a row because it may appear to the landlord that the visitor has moved into the unit which might be a violation of the lease.

If you have other questions, please call to make an appointment.

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