



General Maintenance Issues

Georgia Landlord Tenant Law (title 44) requires the landlord to keep the property in good repair and maintain all appliances (and any other improvements left behind by the owner) in good operating condition. The law prohibits landlords from passing any maintenance on to the tenant. This law goes on to say, "Landlord shall be liable for any injuries the tenant experiences handling maintenance the landlord did not maintain." (see [Georgia Landlord/Tenant Law](#)). In the past the Georgia Association of Realtors interpreted the law to hold tenants responsible for minor repairs. The law hasn't changed in that regard but lawyer's opinions have. Under the law, **TENANTS CAN NOT BE HELD RESPONSIBLE FOR MAKING REPAIRS** to your property. If it is determined that the tenant is responsible for the damage they will be charged accordingly. If we feel a tenant is capable of handling a repair we may ask them to repair and send us a bill, which would usually be less than a contractor would charge, but we can't insist on this. Our management agreement makes us responsible for looking out for the property as it relates to these issues. We are obligated by law to handle repairs and keep the property in safe and habitable condition. In that regard here are some issues you should keep in mind:

1. Spending Limits: Our management agreement gives Bluebird the obligation and authority to maintain the property in accordance with the law and the lease. The maintenance spending limit allows Bluebird to spend money on the property to protect the property and tenant without waiting for the owner's approval except in certain cases such as: a) emergencies as defined by Bluebird, b) issues of safety for the tenant and/or the property, c) rent-ready issues negotiated in the process of approving a lease, and d) maintaining utilities.

On repairs we expect to be under the spending limit you may be notified, but we will not wait for a response. On repairs over the spending limit we will generally wait for a response unless it becomes critical to make an immediate decision. The management of this requirement is more difficult than it sounds. Often we have a repairman at the property trying to decide what to do if a repair is going to exceed the limit. The repairman may have an HVAC system torn apart or a stove dismantled and they discover the problem, identify the costs and know it is going to exceed the limit. We generally make a decision based on our attempts to save you money. We may try to reach you but not always. If we cannot reach you, or it happens after business hours, we are often forced to make a decision to repair it while the contractor is there or incur another trip charge. This is a decision we are forced to make on a regular basis. Each trip costs money and we try hard to keep the costs down. Sometimes we will make a decision that will cost more than the spending limit in an attempt to save you money on another trip charge. Often, no matter what we do, owners are mad at us for spending money. Please remember that **WE ARE ALWAYS ACTING IN YOUR BEST INTEREST**, whether you agree with us or not.

2. Getting Estimates or Getting Quotes: Generally, contractors will not travel to a property to give a 'quote' (a hard number) on small items and with the high price of gasoline, traffic and vehicle maintenance, quotes become billable events. If you require a quote (as compared to an estimate) on small items, you can expect a higher number as they are including two trip charges instead of one. As a matter of policy we do not request a quote for items under \$500; we ask for an "estimate" from a contractor we use and trust.

3. Rehab, Restoration and Renovations

There is a difference between managing 'normal breakdowns,' which the management fee pays us to handle versus overseeing major projects (those that exceed \$500). Property managers are not trained in construction and mechanical issues, so we are not your best source to oversee big jobs. When we step out of our scope of service of managing 'normal breakdowns,' we step into the arena of 'general contractor work.' You can handle these types of projects yourself, or have another company do it for you. Another choice is to allow us to recommend someone to oversee the work. When you have Bluebird oversee general contractor jobs, we will add a 5% rehab premium to the invoice as stipulated in our agreement. You are

always in control of these projects so you can use anyone that you want to oversee them. If the property is occupied during these projects, a licensed and insured vendor must be used. Because most of these types of renovations happen during vacancies, you have the freedom to do it yourself and try to save some money.

4. Emergencies: We have the responsibility, and your authority, to a) decide what an emergency is and b) handle it in such a way as to provide maximum protection for the occupants and the property. We will contact you as soon as practically possible. However, emergencies seldom happen on schedule and rarely give us time to get your permission before we respond. We will make the necessary decisions and then notify the owner. The issue we face most often is HVAC. Your insurance may cover some emergencies so contacting you happens after we have responded to the problem. Over the years we have had house fires (sometimes caused by tenants and sometimes not), trees falling on houses, lightning strikes, sewer backups, broken pipes and many other emergency issues. We understand emergency issues and know how to handle them.

6. Insurable Claims: Our management fee does not pay us to oversee insurance claims unless they are small. If Bluebird is to oversee insurance claims we will add a 5% rehab premium. Your insurance company will generally pay that fee. We do not contract for the work and wait for the money. You must advance the funds for the work and deal with your insurer for reimbursement. It is imperative that you keep in mind that if the property is uninhabitable the tenant cannot be required to pay rent until it is made livable again. You can use anyone that you want to oversee insurance claims if the property is unoccupied but of course, occupied properties demand that contractor be licensed and properly insured. Most property insurers will recommend contractors with whom they have a relationship.

7. Minimum Account Balance: To facilitate maintenance issues, owners must keep a reserve with Bluebird at all times. The amount of that reserve is determined by how difficult it might be to reach the owner for money in case of an emergency and/or physical repairs to the property. If the property is in general disrepair, Bluebird may require a larger account balance to handle repairs. Georgia trust account laws prevent us from incurring an expense on a property without having money in the trust account to pay for it. We are not able (or willing) to bankroll repairs and wait for reimbursement.

8. Using Your Own Maintenance Contractors: We will not send a vendor into a home without checking them out first. Therefore, we will not use your vendors for inside work on occupied properties. Because we do a large volume of business with each vendor, we have clout with our vendors, but not with yours. We may be able to get our vendors to do things on weekends or holidays that we can't get your vendor to do. We cannot use your vendors when the property is occupied. However, when the property is vacant, or for outside work, you can use anyone you want.

9. Charges for move-out inspections and turnkey estimates: When a tenant moves out, Bluebird will do a move-out inspection to identify the damages that we will deduct from their security deposit. Property managers seldom have the experience necessary to properly identify the costs of all repairs such as replacing vinyl, replace a broken light fixture, or refinishing hard wood floors. A contractor who does the work is better qualified to estimate these charges. When contractors are utilized to do estimates, a charge is incurred. We have trusted contractors and will put you in touch with the right people to do punch lists and oversee the work. Maintenance is a tough part of the management business. We would love to pass it over to the tenant but Georgia law does not allow it. We would love to have the owner decide on everything so we don't have to but that is not practical. The management agreement mandates that we keep the property in habitable condition for the use and quiet enjoyment of the tenant. The Landlord Tenant Act mandates many of our responses. The lease and common sense controls the rest. We do the best we can to keep all parties interests in mind but ultimately you are our client and we will do everything we can to act in your best interests. Your input is always appreciated and welcome.