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O.C.G.A. § 10-6A-6

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*** Current through the 2007 Regular Session ***

TITLE 10. COMMERCE AND TRADE
CHAPTER 6A. BROKERAGE RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

O.C.G.A. § 10-6A-6 (2007)

§ 10-6A-6. Duties of broker engaged by landlord

(a) A broker engaged by a landlord shall:

- (1) Perform the terms of the brokerage engagement made with the landlord;
- (2) Promote the interests of the landlord by:

(A) Seeking a tenant at the price and terms stated in the brokerage engagement or at a price and terms acceptable to the landlord; provided, however, the broker shall not be obligated to seek additional offers to lease the property while the property is subject to a lease, or letter of intent to lease, unless the brokerage engagement so provides;

(B) Timely presenting all offers to and from the landlord, even when the property is subject to a lease or a letter of intent to lease;

(C) Disclosing to the landlord adverse material facts of which the broker has actual knowledge concerning the transaction;

(D) Advising the landlord to obtain expert advice as to material matters which are beyond the expertise of the broker; and

(E) Timely accounting for all money and property received in which the landlord has or may have an interest;

(3) Exercise ordinary skill and care in performing the duties set forth in this subsection and such other duties as may be agreed to by the parties in the brokerage agreement;

(4) Comply with all requirements of this chapter and all applicable statutes and regulations, including but not limited to fair housing and civil rights statutes; and

(5) Keep confidential all information received by the broker during the course of the engagement which is made confidential by an express request or instruction from the landlord unless the landlord permits such disclosure by subsequent word or conduct, or such disclosure is required by law; provided, however, that disclosures between a broker and any of the broker's affiliated licensees assisting the broker in representing the seller shall not be deemed to breach the duty of confidentiality described above.

(b) A broker engaged by a landlord shall timely disclose to prospective tenants with whom the broker is working:

(1) All adverse material facts pertaining to the physical condition of the property and improvements located on the property including, but not limited to, material defects in the property, environmental contamination, and facts required by statute or regulation to be disclosed which are actually known by the broker which could not be discovered by a reasonably diligent inspection of the property by the tenant; and

(2) All material facts pertaining to existing adverse physical conditions in the immediate neighborhood within one mile of the property which are actually known to the broker and which could not be discovered by the tenant upon a diligent inspection of the neighborhood or through the review of reasonably available governmental regulations, documents, records, maps, and statistics. Examples of reasonably available governmental regulations, documents, records, maps, and statistics shall include without limitation: land use maps and plans; zoning ordinances; recorded plats and surveys; transportation maps and plans; maps of flood plains; tax maps; school district boundary maps; and maps showing the boundary lines of governmental jurisdictions. Nothing in this subsection shall be deemed to create any duty on the part of a broker to discover or seek to discover either adverse material facts pertaining to the physical condition of the property or existing adverse conditions in the immediate neighborhood. Brokers shall not knowingly give prospective tenants false information; provided, however, that a broker shall not be liable to a tenant for providing false information to the tenant if the broker did not have actual knowledge that the information was false and discloses to the tenant the source of the information. Nothing in this subsection shall limit any obligation of the landlord under any applicable law to disclose to prospective tenants all adverse material facts actually known by the landlord pertaining to the physical condition of the property nor shall it limit the obligation of prospective tenants to inspect and to familiarize themselves with potentially adverse conditions in the physical condition of the property, any improvements located on the property, and the surrounding neighborhood. No cause of action shall arise on behalf of any person against a broker for revealing information in compliance with this subsection. No broker shall be liable for failure to disclose any matter other than those matters enumerated in this subsection. Violations of this subsection shall not create liability on the part of the broker absent a finding of fraud on the part of the broker.

(c) A broker engaged by a landlord in a real estate transaction may provide assistance to the tenant by performing such ministerial acts of the type described in Code Section 10-6A-14; and performing such ministerial acts shall not be construed to violate the broker's brokerage engagement with the landlord nor shall performing such ministerial acts for the tenant be construed to form a brokerage engagement with the tenant.

(d) A broker engaged by a landlord does not breach any duty or obligation by showing alternative properties to prospective tenants.

HISTORY: Code 1981, § 10-6A-6, enacted by Ga. L. 1993, p. 376, § 1; Ga. L. 2000, p. 929, § 1.

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