



Client Alert

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Langley v. MP Spring Lake, LLC

The Georgia Court of Appeals recently determined the language in a lease agreement can shorten the time in which a tenant can bring a personal injury against the landlord. In *Langley v. MP Spring Lake, LLC*, No. A18A0193, 2018 Ga. App. LEXIS 258 (Ct. App. May 1, 2018), the plaintiff tenant filed a premises liability action against her landlord for injuries resulting from a fall that occurred on the apartment complex property. The tenant filed the suit exactly two years after the alleged incident. However, the lease agreement between the tenant and landlord had a “limitation on action” provision that stated:

To the extent allowed by law, Resident also agrees and understands that any legal action against Management or Owner must be instituted within one year of the date any claim or cause of action arises and that any action filed after one year from such date shall be time barred as a matter of law.

The Georgia Court of Appeals concluded the provision is enforceable and the plaintiff’s action was time-barred under the lease provision shortening the time for instituting legal action from two years (under Georgia’s statute of limitations) to one year under the lease. The Court ruled the language in the lease was unambiguous. The Court further held the lease provision applied not only to causes of action arising out of the lease, but also to personal injury actions given the language of the provision applied to *any legal action*.

The takeaway from *Langley* is to review applicable lease agreements between tenants and landlords to determine whether certain provisions apply to your personal injury cases.

If you wish to further discuss this case, please contact a Swift, Currie, McGhee & Hiers attorney at 404.874.8800 or via our website, swiftcurrie.com.

The foregoing is not intended to be a comprehensive analysis of the full effect of these changes. Nothing in this notice should be construed as legal advice. This document is intended only to notify our clients and other interested parties about important recent developments. Every effort has been made to ascertain the accuracy of the information contained within this notice.