UNITED STATE BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	**CASE NO.** [redacted]
	)	
[redacted]	)	**CHAPTER 7**
	)	
Debtor.	)	
[redacted]	)	
DEBTOR.	)	
vs.	)	**CONTESTED MATTER**
[redacted]	)	
[redacted]	)	
Respondent.	)	

DEBTOR'S ANSWER TO RESPONDENT'S RESPONSE TO MOTION FOR RELIEF FROM AUTOMATIC STAY PURSUANT TO 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease and Unsafe Conditions)

COMES NOW, [redacted], the Debtor herein, and files this Debtor's Answer To Respondent's Response To Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease and Unsafe Conditions) filed by [redacted] hereinafter, Respondent, and in support thereof shows the Court as follows:

1. **Respondent:**
   a. Debtor's Bankruptcy Filing Debtor filed the above-captioned Chapter 7 bankruptcy case, invoking the automatic stay under 11 U.S.C.§362

   Debtor's Answer:
   a. Agree.

2. **Respondent:**
   a. Property at issue Movant is the owner of residential property located at: [redacted] ("the Property").

Debtor's Answer:

a. Agree.

3. **Respondent:**

a. Debtor's Current Occupancy Debtor currently resides at: [redacted]

Debtor's Answer:

a. Agree.

4. **Respondent:**

a. Expired Lease Debtor's written lease for the Property expired on April 30, 2026. No renewal was executed, and Debtor has no legal right to continued possession of the Property.

Debtor's Answer:

a. Disagree, with explanation.

i. Debtor's lease did not expire on April 30, 2026. The original lease expired September 25, 2025. No other lease was executed. (Exhibit [redacted] attached hereto)

ii. Pursuant to O.C.G.A § 44-7-7 the lease assumes as a tenancy at will, (month to month) lease and the landlord hereinafter, "Respondent" is required to give a sixty (60) days' written notice to end a month-to-month tenancy.

iii. Money has been received since the expiration of the lease.

iv. Respondent filed for an eviction on November 4, 2025, my detailed supplemental response is attached showing some of the historical problems of the property, along with the consent judgment that was agreed upon. (Exhibit [redacted] attached hereto)

v. Per the consent judgment, filed December 23, 2025, all payments have been made in a timely manner, within exception of the filing of the Chapter 7 bankruptcy case that was commenced on July 6, 2026. July 10, 2026, payment has not been received.

vi. Respondent did intend on bringing Debtor back to court on July 9, 2026, even when all payments per the consent judgment, were made in a timely manner, which brought on the filing of the Chapter 7 Bankruptcy case. (Exhibit [redacted] attached hereto)

vii. Respondent did offer a renewed lease to Debtor on December 23, 2025, for Property located at [redacted] The proposed renewed lease included a rent increase and was never executed. (Exhibit [redacted] attached hereto)

viii. Since the filing of the Chapter 7 bankruptcy case, the Magistrate Court of [redacted] County entered an Order, which was filed on July 7, 2026, Order of the Stay Due to Pending Bankruptcy. (Exhibit [redacted] attached hereto)

5. Respondent:

a. Unsafe and Hazardous Conditions The home at [redacted] has developed significant unsafe conditions, including:

- A major leak causing structural damage to flooring
- Risk of collapse or injury
- Conditions unsafe for Debtor and Debtor's minor child

Debtor's Answer:

a. Agreement in partial with explanations to each of Respondent's listed unsafe and hazardous conditions.

<u>A major leak causing structural damage to flooring:</u>

i. This leak was supposed to have been fixed by many different contractors on several occasions, which included the Respondent[redacted].

ii. Testimonies, texts and videos can and will be gathered for further proof, if needed, besides what was disclosed in the supplemental response, (Exhibit [redacted]).

iii. As a result, foul smells have risen, fallen debris under the kitchen sink were discovered without a proper disposal place, feces underneath the crawlspace were discovered by an independent contractor, while possible mold growth occurred within the structure. Known mold in the bathroom.

iv. The floors did begin to buckle and have increasingly become worse after the winter storm freeze of 2025. Texts were exchanged.

v. There are several other concerns, such as not having a working oven since October, 2025, which the Respondent was made aware of.

<u>Risk of collapse or injury:</u>

i. Agree. This has been a concern prior to the proposed renewed lease dated December 23, 2025. (Exhibit [redacted])

Conditions unsafe for Debtor and Debtor's minor child:

i. Correction: Children

ii. Agree. Conditions are unsafe and hazardous.

Additionally,

i. Respondent knowingly and willfully offered a proposed renewal to the property located at [redacted] which included a price increase dated December 23, 2025.

ii. Pursuant to O.C.G.A.§44-7-13 requires the landlord to keep the property in repair. Respondent knowingly and willfully allowed for an unsafe hazardous dwelling place, the property, which was leased to Debtor and children that could have been catastrophic.

iii. Pursuant to O.C.G.A.§ 13-5-9 Governs failure of consideration, which Georgia courts use as the legal foundation for a constructive eviction defense when a unit becomes completely uninhabitable.

WHEREFORE, the Debtor respectfully requests that this Court honors, and an order is entered to include the following:

i. Debtor requests that all allegations, responses and requests made by the Respondent be denied in its entirety due to the admittance of providing an unsafe, hazardous dwelling place, known as the property, located at [redacted]

ii. Debtor requests that any and all monies paid to the Respondent for rent, in the amount of Twenty one thousand three hundred four dollars and sixty-six cents ($21,304.66) be refunded, which includes the initial deposit of one thousand dollars and zero cents ($1,000.00) under the pretense of possible structural catastrophic endangerment and not adhering to O.C.G.A.§44-7-13 requiring the landlord to keep the property in repair; and O.C.G.A.§ 13-5-9 Governs failure of consideration, which Georgia courts use as the legal foundation for a constructive eviction defense when a unit becomes completely uninhabitable. This will enable Debtor to sustain a more stable, safer home for her children;

iii. Debtor requests that the thirty (30) day period to provide funding in relation to Notice To Landlord/Lessor Concerning Applicability of Exception To Automatic Stay Provided Under 11 U.S.C.§362(b)(22) be extended due to no writ of possession being granted; (Exhibit [redacted]) and until the conclusion of this Debtor's Answer To Respondent's Response To Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease And Unsafe Conditions);

iv. Debtor requests that the deposit of one thousand dollars ($1,000.00) that was paid on or around October 1, 2024, if not included in the total refunded amount, be credited to Debtor's August 1, 2026, rent, which will be owed to Respondent, [redacted], Clinch River; and will buy a little time for the Judge's conclusion to the Debtor's Answer To Respondent's Response To Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease And Unsafe Conditions).

v. Debtor request that this Debtor's Answer To Respondent's Response To Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease And Unsafe Conditions) be docketed as a certification response needed for the Notice To Landlord/Lessor Concerning Applicability of Exception To Automatic Stay Provided Under 11 U.S.C.§362(b)(22). (Exhibit [redacted] attached hereto)

vi. Debtor requests that the Court deny Respondent's Response to Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease And Unsafe Conditions) and Respondent's Limited Response to Motion to Avoid Judicial Lien; (Exhibit [redacted] attached hereto)

vii. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

This 28th day of July, 2026.

s/[redacted]
[redacted]
Telephone: [redacted]

UNITED STATE BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

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[redacted]	)	
[redacted]	)	
Respondent.	)	

CERTIFICATE OF SERVICE

I [redacted], the undersigned party, hereby certify that I am , and hereinafter mentioned, was more than 18 years of age at the time of filing this document, and that on the 28th day of July, 2026, I served a copy of this **CERTIFICATE OF SERVICE** via first class mail or electronic mail of the **Debtor's Answer To Respondent's Response To Motion For Relief From Automatic Stay Pursuant To 11 U.S.C.§362 (Non-Monetary Relief – Expired Lease And Unsafe Conditions)** upon:

[redacted]

[redacted]

Magistrate Court of [redacted]

[redacted]

Registered Agent:
[redacted]

[redacted], Chapter 7 Trustee
[redacted]

[redacted], Clerk of Court
75 Ted Turner Drive, SW
Atlanta, Georgia 30303

Respectfully submitted,

This 28th day of July, 2026.

s/[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Telephone: [redacted]