

**THIRD DIVISION
DILLARD, P. J.,
GOBEIL and PIPKIN, JJ.**

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October 14, 2026

In the Court of Appeals of Georgia

A26A1018.JENNINGS v. ROMULUS INVESTMENTS, LLC et al.

DILLARD, Presiding Judge.

William Jennings suffered serious, permanent injuries when a massive tree on his next door neighbor’s property fell and crushed the house he was leasing from Romulus Investments while he was still inside. Jennings filed suit against Romulus and its two owners, Christopher Alvey and Wendell Rhodes,¹ claiming the lease and statutory law imposed duties on Romulus to protect him against the hazard posed by the tree—even though it did not sit on the leased property. Romulus moved for summary judgment, which the trial court granted. Jennings contends the court erred

¹ For the sake of clarity, we refer to Romulus Investments, Christopher Alvey, and Wendell Rhodes collectively as “Romulus” throughout this opinion.

in doing so, arguing that genuine issues of material fact remain as to whether (1) Romulus owed a duty under the lease; (2) it owed a duty under OCGA § 51-3-1; (3) it owed a duty under OCGA § 44-7-14; and (4) attorney fees and punitive damages were warranted. For the following reasons, we reverse.²

Viewed in the light most favorable to Jennings (*i.e.*, the nonmoving party),³ the record shows that Alvey and Rhodes formed Romulus to buy residential properties and lease them. Toward that end, on April 2, 2021, Romulus purchased the property located at 10 Circle Drive in Lindale, Georgia. And on April 5, 2021, Romulus entered into a lease with Jennings for that property. Under the lease, Jennings paid \$650 in monthly rent (in person) to Romulus’s office in Rome. Significantly, the lease provided that the “[l]andlord shall maintain the property at all times Tenant must call landlord and notify him of any problems immediately and the Landlord will have the problem repaired as soon as possible.” The lease also added that “[s]ubject to Tenant’s consent (within a reasonable time period), the Landlord shall have the right

² Oral argument was held on May 5, 2026, and is archived on the Court’s website. See Court of Appeals of the State of Georgia, Oral Argument, Case No. A26A1018 (May 5, 2026), *available at* <https://vimeo.com/1191278959>.

³ See, e.g., *Swanson v. Tackling*, 335 Ga. App. 810, 810 (783 SE2d 167) (2016).

to inspect the premises for suspected damage or poor housekeeping habits, to show property to perspective buyers or any other person for business purposes.” Additionally, in a paragraph titled “Hazards,” the lease provided that “[a]ny known safety hazards are to be made known to Landlord ASAP.”

Right next door to the leased property—10 Circle Drive—is 8 Circle Drive, an empty lot. This lot is owned by Jennings’s neighbor, Misty Carroll, who purchased the property from another neighbor, David Jordan, who resided across the street from Jennings at 9 Circle Drive. Near the boundary between 10 Circle Drive and 8 Circle Drive was a massive oak tree estimated to be over 80 years old. And while the tree’s trunk sat on 8 Circle Drive, some of its large limbs and branches extended well over the 10 Circle Drive property line—even over the house Jennings rented from Romulus. Unfortunately, at least two times after Jennings began renting 10 Circle Drive, large branches from the tree on 8 Circle Drive fell on the house. And sometime in the spring of 2022, lightning struck the tree, causing a large limb to fall on Jennings’s truck and damage it. Jennings notified Romulus—via Alvey—about the tree’s limbs falling on the property and his truck. In doing so, Jennings told Alvey that he believed the tree

was decaying and dangerous and someone “needed to come out and look at it.” Jennings also shared his concerns with others in Romulus’s office when he dropped off his rent check on the first of each month.

Despite these warnings, neither Romulus nor Carroll—the owner of 8 Circle Drive—ever inspected the tree to assess its health or undertook any measures to remove the tree or its limbs that were overhanging on to the 10 Circle Drive property (where Jennings resided). Moreover, Romulus and Carroll apparently never communicated with each other about removing the tree or the overhanging limbs. Tragically, around noon on July 14, 2022, the tree fell on the 10 Circle Drive house, crashing through the roof and pinning Jennings underneath a large part of the trunk and debris. Fire department and emergency medical personnel quickly arrived on the scene, but it took nearly two hours before Jennings was rescued from the destroyed home. And because of the accident, Jennings suffered a serious injury to his spinal cord, which rendered him permanently paralyzed from the chest down.

Later on, Jennings filed suit in the Superior Court of Floyd County against Alvey, Rhodes, and Romulus, alleging claims for breach of the lease agreement,

premises liability, failure to keep the premises in good repair and fit for habitation, and common-law negligence. And along with compensatory damages, Jennings sought attorney fees and punitive damages. Romulus filed answers, and discovery ensued. At the end of discovery, Romulus moved for summary judgment as to all of Jennings's claims, which the trial court granted after a hearing.

Jennings appealed, and in an unpublished opinion, we vacated the trial court's ruling—without addressing the merits of Jennings's arguments—and remanded the case with direction that the court clarify the basis for granting summary judgment as to the breach-of-lease claim because it had not been mentioned in the order.⁴ After remand, the court again granted Romulus's motion for summary judgment, issuing an identical order but with an added section addressing Jennings's breach-of-lease claim. This appeal follows.

Summary judgment is proper if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled

⁴ See *Jennings v. Romulus Investments, LLC et al.*, Case No. A25A1111 (decided November 3, 2025) (unpublished opinion).

to a judgment as a matter of law.”⁵ Importantly, if the movant meets this burden, the nonmovant “cannot rest on its pleadings, but rather must point to specific evidence giving rise to a triable issue.”⁶ And speculation which “raises merely a conjecture or possibility is not sufficient to create even an inference of fact for consideration on summary judgment.”⁷ Moreover, if summary judgment is granted, it enjoys no presumption of correctness on appeal, and an appellate court must satisfy itself that the requirements of OCGA § 9-11-56(c) have been met.⁸ Importantly, in conducting this *de novo* review, we are charged with “viewing the evidence, and all reasonable conclusions and inferences drawn from the evidence, in the light most favorable to the

⁵ OCGA § 9-11-56(c). See *Swanson*, 335 Ga. App. at 811 (explaining that summary judgment is appropriate when “the moving party can show that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law” (punctuation omitted)).

⁶ *Handberry v. Manning Forestry Servs., LLC*, 353 Ga. App. 150, 151–52 (836 SE2d 545) (2019) (punctuation omitted).

⁷ *Id.* at 152 (punctuation omitted).

⁸ See *Cowart v. Widener*, 287 Ga. 622, 624(1)(a) (697 SE2d 779) (2010) (“Summary judgments enjoy no presumption of correctness on appeal, and an appellate court must satisfy itself *de novo* that the requirements of OCGA § 9-11-56(c) have been met.”).

nonmovant.”⁹ With these guiding principles in mind, we turn now to Jennings’s claims of error.

1. Jennings first contends the trial court erred in granting summary judgment as to his claims that Romulus owed a duty under the lease and an implied warranty of habitability to protect against the hazard posed by the oak tree. We agree.

The construction of a lease—or any other contract—is “a question of law for the court,”¹⁰ involving the following three analytical steps:

The first step is to decide whether the language of the contract is clear and unambiguous. If so, the contract is enforced according to its plain terms, and the contract alone is looked to for meaning. Second, if the language of the contract is ambiguous in some respect, the rules of contract construction must be applied by the court to resolve the ambiguity. And finally, if ambiguity remains after applying the rules of

⁹ *Benefield v. Tominich*, 308 Ga. App. 605, 607(1) (708 SE2d 563) (2011) (punctuation omitted). Accord *Swanson*, 335 Ga. App. at 810.

¹⁰ *Shields v. RDM, LLC*, 355 Ga. App. 409, 413(1) (844 SE2d 297) (2020) (punctuation omitted). See *Gleaton & Assocs., Inc. v. Cornelius*, 366 Ga. App. 712, 715(1) (884 SE2d 103) (2023) (“The construction of the provisions of a lease is generally a question for the court to determine as a matter of law.” (punctuation omitted)).

construction, the issue of what the ambiguous language means and what the parties intended must be resolved by a jury.¹¹

The cardinal rule of contract construction is, of course, “to ascertain the intention of the parties, as set out in the language of the contract.”¹² And when the language of a contract is plain and unambiguous, “judicial construction is not only unnecessary but forbidden.”¹³

Here, the lease agreement provides that the “[l]andlord shall maintain the property at all times ... [and the] [t]enant must call landlord and notify him of any problems immediately and the [l]andlord will have the problem repaired as soon as possible.” Importantly, the term “maintain” in this context is defined as “[t]o keep

¹¹ *Shields*, 355 Ga. App. at 413(1) (punctuation omitted). Accord *Bd. of Cmm’rs of Crisp Cty. v. City Cmm’rs of the City of Cordele*, 315 Ga. App. 696, 699 (727 SE2d 524) (2012).

¹² *Shields*, 355 Ga. App. at 413(1) (punctuation omitted). Accord *Stanley v. Gov’t Emps. Ins. Co.*, 344 Ga. App. 342, 344(1) (810 SE2d 179) (2018).

¹³ *SPI Holdco, LLC v. Mookerji*, 361 Ga. App. 449, 453(1) (864 SE2d 633) (2021) (punctuation omitted).

up, preserve, cause to continue in being (a state of things, a condition, an activity, etc.); to keep vigorous, effective, or unimpaired; to guard from loss or deterioration.”¹⁴

In addition to the language of the lease, the Supreme Court of Georgia has held that

[a] landlord is subject to liability for physical harm caused ... by a dangerous condition existing before or arising after the tenant has taken possession, if he has failed to exercise reasonable care to repair the condition and the existence of the condition is in violation of ... an implied warranty of habitability ... or a duty created by statute or administrative regulation.¹⁵

Indeed, far from being a recent development, our Supreme Court has explained that the General Assembly long ago rejected traditional property law conceptions of landlord-tenant law, in which a lessor grants and a lessee acquires an estate in

¹⁴ Oxford English Dictionary Online, *Maintain* (verb) (II.7.a), <https://doi.org/10.1093/OED/3208186595> (last visited October 13, 2026).

¹⁵ *Thompson v. Crownover*, 259 Ga. 126, 129(3) (381 SE2d 283) (1989) (punctuation omitted). Accord *Bastien v. Metro. Park Lake Assocs., L.P.*, 209 Ga. App. 881, 882 (434 SE2d 736) (1993); Restatement of Law (Second) of Property, Land. & Ten. § 17.6 (1977). See also OCGA § 44-7-13(b) (“Any contract, lease, license, or similar agreement, oral or written, for the use or rental of real property as a dwelling place is deemed to include a provision that the premises is fit for human habitation.”).

land—instead championing a unique-at-the-time requirement that a “landlord must keep the premises in repair and is liable for all substantial improvements placed upon them by his consent.”¹⁶

Here, it is undisputed that, although the trunk of the oak tree was located on property adjoining Romulus’s leased property, a sizeable part of the tree—including large limbs and branches—extended far onto 10 Circle Drive and over the house on the property. And soon after the property was leased, Jennings notified Romulus¹⁷ of instances in which large branches from the oak tree fell on the house and his truck and stated that he believed the tree posed a hazard to the property. Despite such notice,

¹⁶ See *Thompson*, 259 Ga. at 127–28(1) (explaining how Georgia’s statutory landlord tenant law differed from the common law); Former Ga. Code of 1933, § 61-111 (currently codified at OCGA § 44-7-13(a)); see also *Brookview Holdings v. Suarez*, 285 Ga. App. 90, 93(1) (645 SE2d 559) (2007) (noting “that breach of contractual duties may give rise to an action for damages for personal injuries”).

¹⁷ Alvey testified that Jennings never notified him or Romulus about the hazard posed by the tree, but that (as the trial court acknowledged) is a credibility issue; and when “a question of credibility arises as to a material issue, summary judgment should not be granted.” *Moton v. Emory Healthcare, Inc.*, 377 Ga. App. 127, 131(1) (921 SE2d 708) (2025). See *K/C Ice, LLC v. Connell*, 352 Ga. App. 376, 378(1) (835 SE2d 11) (2019) (“In deciding a motion for summary judgment, neither the trial court nor this Court can consider the credibility of witnesses; and a finder of fact must resolve the question of credibility and the conflicts in the evidence which it produces.”)

Romulus made no efforts to address the potential hazard; and several months after a large branch damaged Jennings's truck, the tree fell onto the leased property, completely destroying the home and catastrophically injuring Jennings.

In granting summary judgment on Jennings's breach-of-lease-agreement claim, the trial court found that nothing in the lease obligated Romulus to maintain the tree. The court also determined that the implied warranty of habitability was not applicable because OCGA § 44-7-13(b) did not take effect until 2024,¹⁸ which was three years *after* Jennings and Romulus entered into the lease agreement. But addressing the court's second determination first, we have long recognized an implied warranty of habitability before its express codification.¹⁹ So, the court erred in concluding that the implied warranty of habitability does not apply here.

As for the lease, the trial court's focus on the tree not being mentioned is misplaced. The lease required Romulus to "maintain the property at all times" and—if "any problems" became known—to repair them "as soon as possible." And whether the scope of that maintenance under the lease included protecting against

¹⁸ See Ga. L. 2024, p. 91, § 2 (effective July 1, 2024).

¹⁹ See *supra* note 15 & accompanying text.

large, overhanging tree branches and limbs Romulus knew were repeatedly falling on the roof of the house where its tenant resided (as well as damaging the tenant's vehicle) is a genuine issue of material fact precluding summary judgment. The trial court erred, then, in granting summary judgment on Jennings's claims that Romulus owed a duty under the lease²⁰ and the implied warranty of habitability.²¹

2. Jennings next contends the trial court erred in granting summary judgment on his claims that Romulus owed a duty under OCGA § 51-3-1 to protect against the hazard posed by the oak tree. Again, we agree.

²⁰ See *Walker v. Housing Auth. of Atlanta*, 174 Ga. App. 585, 586(1) (330 SE2d 729) (1985) (holding that, in light of written lease agreement requiring landlord to maintain the premises and to repair defects upon notification by tenant, evidence of damages and unsanitary conditions caused by rat infestation of apartment and of landlord's failure to remedy the problems was sufficient to create a jury issue on tenant's claims).

²¹ See *Davis v. All-State Home & Props.*, 233 Ga. App. 60, 61–62 (503 SE2d 331) (1998) (reversing grant of summary judgment for landlord on tenant's implied warranty of habitability claim because landlord had a duty to repair defect affecting property and genuine issue of material fact remained as to whether landlord had notice of said defect).

In granting summary judgment, the trial court ruled that because Romulus was an out-of-possession landlord, any potential tort liability was exclusively governed by OCGA § 44-7-14 and OCGA § 51-3-1 was not applicable.

Turning to an analysis of those statutes, generally, a landowner has “a duty to keep its premises safe for visitors, and this duty depends, to a certain extent, on whether the one entering the property is an invitee, a licensee[,] or a trespasser.”²² Part of this duty is codified in OCGA § 51-3-1, which provides: “Where an owner or occupier of land, by express or implied invitation, induces or leads others to come upon his premises for any lawful purpose, he is liable in damages to such persons for injuries caused by his failure to exercise ordinary care in keeping the premises and approaches safe.” But these principles become more complicated when the landowner is “also a landlord who is leasing parts of the property to tenants.”²³

Logically, a landowner’s duty to visitors is imposed “because the landowner has control over the property and is thus able to act in order to protect others from

²² *Cham v. ECI Mgmt. Corp.*, 311 Ga. 170, 173(2)(a) (856 SE2d 267) (2021) (quotation marks omitted). Accord *Lipham v. Federated Dept. Stores*, 263 Ga. 865, 865 (440 SE2d 193) (1994).

²³ *Cham*, 311 Ga. at 174(2)(a).

conditions on the property which might cause harm.”²⁴ But when the landowner “cedes possession of the property to a tenant, the landowner’s control over the property and the concomitant ability to make the property safe becomes limited.”²⁵ And for this reason, Georgia law has “long excepted landlords from general landowner liability with respect to premises possessed by tenants[.]”²⁶ This exception is codified in OCGA § 44-7-14, which provides:

Having fully parted with possession and the right of possession, the landlord is not responsible to third persons for damages resulting from the negligence or illegal use of the premises by the tenant; provided, however, the landlord is responsible for damages arising from defective construction or for damages arising from the failure to keep the premises in repair.

²⁴ Id. at 174–75(2)(a) (quotation marks omitted). Accord *Lipham*, at 865. See *Robinson v. Kroger Co.*, 268 Ga. 735, 736 (493 SE2d 403) (1997) (explaining that the basis for an owner or occupier’s liability under OCGA § 51-3-1 is that party’s superior knowledge of the hazard).

²⁵ *Cham*, 311 Ga. at 175(2)(a). Accord *Williams v. Kasulka Props., LP*, 370 Ga. App. 653, 654(2)(a) (898 SE2d 843) (2024).

²⁶ *Cham*, 311 Ga. at 175(2)(a). Accord *Williams*, 370 Ga. App. at 654(2)(a).

Even so, Jennings maintains the trial court erred in ruling that any potential tort liability was exclusively governed by OCGA § 44-7-14 because Romulus was an out-of-possession landlord and so OCGA § 51-3-1 does not apply. In support of this argument, Jennings notes that the plain language of OCGA § 44-7-14 only shields out-of-possession landlords from liability to third persons on the property injured by the negligence of the tenant and does not otherwise displace liability under OCGA § 51-3-1. And because Jennings is not a “third person,” but a tenant who engaged in no negligence, he argues a genuine issue of material fact remains as to whether Romulus still owes him a duty under OCGA § 51-3-1.

We are sympathetic to Jennings’s plain (and common sense) reading²⁷ of OCGA § 44-7-14. Even so, we are bound by prior decisions of this Court and the Supreme Court of Georgia, holding that “it is error to analyze an out-of-possession landlord’s

²⁷ See *Deal v. Coleman*, 294 Ga. 170, 172(1)(a) (751 SE2d 337) (2013) (explaining that in construing a statute’s meaning, we must afford the statutory text its “plain and ordinary meaning”); *Holcomb v. Long*, 329 Ga. App. 515, 517(1) (765 SE2d 687) (2014) (same). See also OCGA § 1-3-1(b) (“In all interpretations of statutes, the ordinary signification shall be applied to all words ...”).

liability using the principles of premises liability set forth in OCGA § 51-3-1.”²⁸ Indeed, our Supreme Court has explained that OCGA § 51-3-1 and OCGA § 44-7-14 are “mutually exclusive sources of liability[.]”²⁹

But our inquiry is not at an end. Jennings also contends a genuine issue of material fact remains as to whether Romulus owes a duty to him under OCGA § 51-3-1 because a genuine issue of material fact also remains as to whether Romulus fully parted with possession of the property at 10 Circle Drive as required by OCGA § 44-7-14. And on this more narrow point, we agree with Jennings.

²⁸ *Williams*, 370 Ga. App. at 654–55(2)(a). See *Martin v. Johnson-Lemon*, 271 Ga. 120, 122(1) (516 SE2d 66) (1999) (holding that an out-of-possession landlord “is subject to tort liability only under the provisions of OCGA § 44-7-14”); *Venetian Hills Apartments, LLC v. Hughes*, 377 Ga. App. 806, 812–13(2)(a) (923 SE2d 198) (2025) (same); *Jordan v. H. J. Russell & Co.*, 371 Ga. App. 8, 10–11 (899 SE2d 514) (2024) (explaining that if a dangerous condition exists in an area possessed by the tenant and not the landlord, “then a landlord’s liability derives from OCGA § 44-7-14 and not from OCGA § 51-3-1”); *Plott v. Cloer*, 219 Ga. App. 130, 131(1) (464 SE2d 39) (1995) (noting that when, as here, “the owner has fully parted with possession by rental or lease his liabilities are measured by OCGA § 44-7-14, OCGA § 51-3-1 having no application” (punctuation omitted)).

²⁹ *Cham*, 311 Ga. at 177(2)(b).

Significantly, in analyzing an owner’s duties under OCGA § 51-3-1, “[w]hether the owner has surrendered possession and control is generally a question of fact.”³⁰ And the relevant facts can include the terms of any contract between the parties, such as a lease.³¹ Here, as noted above, the lease between Romulus and Jennings provided that the “[l]andlord shall maintain the property at all times Tenant must call landlord and notify him of any problems immediately and the [l]andlord will have the problem repaired as soon as possible.” The lease also provided that “[s]ubject to Tenant’s consent (within a reasonable time period), the Landlord shall have the right to inspect the premises for suspected damage or poor housekeeping habits, to show property to perspective buyers or any other person for business purposes.”

Focusing on the “right-to-inspect” provision in the lease, the trial court correctly acknowledged that a landlord’s “retention of the right to inspect the leased premises does not evidence such dominion and control of the premises so as to vitiate [the] landlord’s limited liability under OCGA § 44-7-14 and replace it with the liability

³⁰ *Stelley v. WSE Prop. Mgmt., LLC*, 350 Ga. App. 627, 631(1) (829 SE2d 871) (2019).

³¹ See *id.* (noting that terms of a contract between owner and contractor can determine whether the owner surrendered possession of property).

imposed by OCGA § 51-3-1.”³² But in addition to the lease’s restrictions on the number of occupants permitted to live on the property and the number of vehicles allowed on the property, as well as prohibitions on any pets, subleasing, remodeling, or painting without permission, the court ignored the provision unequivocally stating that Romulus was obligated to “maintain the property at all times.” Given these circumstances, genuine issues of material fact remain as to whether Romulus fully parted with possession of the property as contemplated under OCGA § 44-7-14 and thus, whether OCGA § 51-3-1 applies.³³

³² *High West, LLC v. Reese*, 372 Ga. App. 66, 69(1) (903 SE2d 756) (2024) (punctuation omitted). See *Savannah State Univ. Found., Inc. v. Lewis*, 370 Ga. App. 180, 183(1) (895 SE2d 525) (2023) (explaining that “retention of the right to enter the leased premises for landlord-related purposes—i.e., maintenance, repairs, alterations, or additions—does not establish a level of dominion and control of the premises so as to vitiate the [landlord’s] limited liability imposed by OCGA § 44-7-14” (punctuation omitted)); *Lake v. APH Enters., LLC*, 306 Ga. App. 317, 319(1) (702 SE2d 654) (2010) (“Landlords still fully part with possession of leased premises when they retain limited entry or inspection rights for landlord-related purposes.”).

³³ See *Stelley*, 350 Ga. App. at 631–33(1) (holding that language in agreement created genuine issue of material fact as to whether property owners or management company retained possession over property where plaintiff suffered injury precluded summary judgment); *City of Swainsboro v. Riner*, 195 Ga. App. 390, 391 (393 SE2d 519) (1990) (affirming denial of summary judgment because genuine issue of material fact existed as to whether City was out of possession of property it leased where injury

3. Jennings also argues, in the alternative, that even if liability in this case is governed by OCGA § 44-7-14, the trial court erred in finding that no genuine issue of material fact existed as to whether Romulus failed to keep the property in repair. Again, we agree.

Under OCGA § 44-7-14, “[a]n out-of-possession landlord’s liability for failure to repair arises only in instances [when] there is a duty to repair and notice has been given of the defect.”³⁴ But if the landlord receives notice that the premises are not in repair, it has “a duty to inspect and investigate in order to make such repairs as the safety of the tenant requires.”³⁵ And construing the evidence in Jennings’s favor (as we must), he notified Romulus about the danger posed by the oak tree and its branches

occurred). Cf. *Williams*, 370 Ga. App. at 656(2)(b) (finding that no evidence of dominion and control of the premises so as to vitiate the landlord’s limited liability imposed by OCGA § 44-7-14 when landlord “had no obligation to repair or maintain” property); *Boone v. Udoto*, 323 Ga. App. 482, 487(3) (747 SE2d 76) (2013) (determining that language in lease that landlord had no obligation to maintain property showed landlord was out of possession).

³⁴ *Pajaro v. S. Ga. Bank*, 339 Ga. App. 334, 337(2) (793 SE2d 209) (2016) (quotation marks omitted).

³⁵ *Aldredge v. Byrd*, 341 Ga. App. 300, 304(1) (799 SE2d 263) (2017) (punctuation omitted).

and limbs that overhung on the leased property. Yet, despite this notice, Romulus took no action to guard against that hazard. As a result, there are at least genuine issues of material fact as to whether Romulus can be held liable for Jennings's injuries under OCGA § 44-7-14.³⁶

4. Finally, Jennings maintains the trial court erred in granting summary judgment as to its claims for punitive damages and attorney fees. And because the court dismissed these claims solely in light of its grant of summary judgment on Jennings's underlying claims, we vacate the court's grant of summary judgment and

³⁶ See *Contour Sierra, LLC v. Williams*, 370 Ga. App. 74, 82–83(3) (894 SE2d 127) (2023) (holding that, within the context of a default judgment in which landlord was not precluded from showing under admitted facts that no claim of law existed, tenant could hold landlord liable for failure to keep premises in repair under OCGA § 44-7-14 based on incident in which tenant's vehicle was shot at as it pulled into apartment parking lot). See also *Camelot Club Condo. Ass'n, Inc. v. Afari-Opoku*, 340 Ga. App. 618, 623(1)(a)(ii) (798 SE2d 241) (2017) (explaining within the context of premises liability and an intervening criminal act, hazard “does not have to originate on the landowner's property in order to hold the owner liable”), *overruled in part on other grounds by Ga. CVS Pharmacy, LLC v. Carmichael*, 316 Ga. 718 (890 SE2d 209) (2023); *Dumas v. Tripps of N.C., Inc.*, 229 Ga. App. 814, 817(2) (495 SE2d 129) (1997) (reversing summary judgment as genuine issue of material fact remained as to whether property owner breached duty to keep property safe from ice forming on property due to water run-off from a wooded area off of property).

remand for it to consider in the first instance whether punitive damages and attorney fees are warranted.³⁷

For these reasons, we reverse the trial court's grant of summary judgment.

Judgment reversed. Gobeil and Pipkin, JJ., concur.

³⁷ See *Groundfloor Holdings GA, LLC v. WFG Nat'l Title Ins. Co.*, 375 Ga. App. 6, 15(5) (914 SE2d 424) (2025) (vacating trial court's grant of summary judgment as to plaintiff's claims for punitive damages and attorney fees given the reversal of trial court's grant of summary judgment on plaintiff's negligence claims).