

UPDATED EXHIBIT A (09.29.2020)**Article IX – LANDLORD-TENANT SECURITY DEPOSIT REGULATIONS****Sec. 94-150 – Policy Declaration.**

It is the purpose of this Article and the policy of the City of Atlanta to protect and promote the public health, safety and welfare of its citizens and to establish rights and obligations of the landlord and the tenant in the rental of dwelling units in the City.

Sec. 94-151 – Definitions.

Security deposit means money or any other form of security given by a tenant to a landlord which shall be held by the landlord on behalf of a tenant by virtue of a residential rental agreement and shall include, but not be limited to, damage deposits, advance rent deposits, and pet deposits. Such term shall not include nonrefundable fees, or money or other consideration which are not to be returned to the tenant under the terms of the residential rental agreement or which were to be applied toward the payment of rent or reimbursement of services or utilities provided to the tenant.

Sec. 94-152 – Security Deposit.

(a) Upon a tenant's request, all landlords who own and/or control more than ten rental units and require a security deposit more than sixty percent (60%) of the monthly rental rate charged for the subject rental unit shall offer to accept one of the two following options in lieu of the required security deposit:

(1) Rental security insurance that satisfies the following criteria:

- (i) The insurance provider is an approved carrier licensed by, and in good standing with, the Department of Insurance of the State of Georgia;
- (ii) The insurance provider, policy, and coverage amount must be submitted to and approved by the landlord as an acceptable option in lieu of the required security deposit;
- (iii) The coverage is effective upon the payment of the first premium and remains effective for the entire lease term;
- (iv) The insurance must permit the payment of premiums on a monthly basis unless the tenant selects or agrees to a different payment schedule;
- (v) The coverage provided per claim is no less than the amount the landlord requires for security deposits; and
- (vi) A tenant who chooses this option in lieu of security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.

(2) Payment of the security deposit over a series of no less than three (3) equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payment in a single transaction, absent separate agreement by the landlord and tenant; or

(b) Prior to entering into a rental agreement which requires a security deposit more than sixty percent (60%) of the monthly rental rate charged for the subject rental unit, a landlord shall provide the tenant written notice of the available alternatives.

(c) The provisions of this paragraph shall not apply to a deposit placed with a landlord to secure the availability of a rental unit more than sixty days prior to the commencement of the rental period.

(d) The provisions of this paragraph shall not limit a landlord's ability to require standard credit, income or other qualifications upon application for a new rental agreement.