CITY OF FRESNO

RENTAL HOUSING IMPROVEMENT ACT REGULATIONS

Effective March 1, 2025

The following regulations are enacted to pursuant to Fresno Municipal Code Chapter 10, Article 16, to identify substandard housing violations through an effective pro-active and re-active inspection program to ensure rental housing units in the City minimum health and safety standards.

A. Authority and Definitions

1. These regulations are created under the authority provided in the Rental Housing Improvement Act, Fresno Municipal Code Chapter 10, Article 16. To the extent anything in these Regulations is inconsistent with the provisions of the Fresno Municipal Code, the Fresno Municipal Code shall take precedence.
2. Terms used in these Regulations shall have the same meaning as defined in Fresno Municipal Code Section 10-1602.

B. Registration

1. All Residential Rental Properties are required to be registered and the registration updated whenever there is a change of ownership or contact information.
2. A Residential Rental Property is registered with the City when the Owner submits the following to the City:
    a. A completed registration form, preferably completed through the City's online rental registry, that contains the required information as set forth in the Rental Housing Improvement Act.
    b. Payment of any outstanding fees, taxes, fines, penalties, or other monies owed to the City related to the property.
3. In instances where the City becomes aware of a potential Residential Rental Property that is not registered, the City will mail a notice to Owner's last known business or residence address as appears in the public records of the City or other records pertaining to the matter to which such notice is directed.
4. To the extent legally permissible, the contact information shall remain confidential and for internal City use only, and not available to any member of the public.
5. Registration shall remain valid until one of the following occurs:
    a. The Owner fails to notify the Director of any change in the information submitted pursuant to this Section within thirty days of such change; or
    b. The Owner fails to pay when due any fees set forth in these Regulations or the Rental Housing Improvement Act.

C. Exemptions

1. The following shall be subject to registration, but shall be exempt from inspections:
    a. Newly constructed buildings. Newly constructed buildings shall be exempt for a period of ten years. The ten year period begins to run on the date of issuance of the certificate of occupancy.
    b. Subsidized Residential Rental Units. Those Properties that are subject to routine inspection(s) by another government agency.
    c. Short-Term Rentals. Dwelling units, rented in whole or in part, to any person(s) for transient use of 30 consecutive days or less. Dwelling units within a hotel, motel, or bed and breakfast are not considered a short-term rental.
    d. Family-Occupied Rentals. Residential Rental Properties occupied by Owner's family. Family includes only Owner's spouse, siblings, half-siblings, ancestors (parents, grandparents, etc.), and lineal descendants (children, grandchildren, etc.)
2. An Owner is required to provide an affidavit signed under penalty of perjury certifying that the Residential Rental Property is exempt and under which standard.

D. Baseline Inspection

1. All non-exempt Residential Rental Properties shall be subject to a Baseline Inspection, pursuant to a random sampling formula.
2. It is within the City's sole discretion to determine the order in which it will conduct Baseline Inspections of Residential Rental Units, consistent with the provisions of the Rental Housing Improvement Act.
3. Single-family home Residential Rental Property owners may be permitted to enroll the single-family home Residential Rental Property in the Self-Certification Program prior to a Baseline Inspection occurring at the property, subject to meeting all other qualifications for self-certification.

E. Number of Units Subject to Inspection for Both Baseline and Routine Inspections.

1. A percentage of units shall be randomly selected and subject to inspection at each Residential Rental Property as follows:
    a. One unit: 100% of units inspected.
    b. Two to six units: 50% of units inspected.
    c. Seven to twenty units: 25% of units inspected.
    d. Twenty-one units and over: 15% of units inspected.
2. When the percentage of units required to be inspected results in a fractional value, based on the total non-exempt Residential Rental Units at a property, the value will be rounded up to the next whole number.
3. In addition to the above percentage of units subject to inspection, all common areas of the Residential Rental Property shall be inspected.

F. Inspection Cycle

1. All Residential Rental Properties shall be subject to routine periodic inspections by the City, pursuant to the Rental Housing Improvement Act, no sooner than three years after the date of the previous Baseline or Routine Inspection.
2. Notwithstanding the foregoing, Residential Rental Properties may be subject to inspection and enforcement pursuant to Fresno Municipal Code Chapter 1, Article 3 at any time pursuant to a complaint.

G. Inspection Procedures

1. Applicability
    a. This Section shall apply to all Baseline, Routine, and Random-Sampling Inspections, as well as Compliance Re-Inspections, conducted pursuant to the Rental Housing Improvement Act.
2. Notification
    a. Written notice of inspection shall be provided to the Owner of the Residential Rental Property and the tenant of affected units stating the date and time of the inspection. The notice of inspection shall provide a minimum fourteen days' notice, and shall provide a phone number to which questions may be directed.

b. At the same time that the City issues the notice of inspection to the Owner, it shall post the notice to inspect in common areas such as laundry rooms, community mailboxes, building entries, etc. in English, Spanish, and Hmong.

c. It shall be the responsibility of the Owner to provide actual notice to individual tenants to facilitate access to the units to be inspected.

3. Rescheduling an Inspection

   a. If an inspection is cancelled or rescheduled by the Inspector, a written notice shall be provided to the Owner and posted for occupants at least five days prior to the scheduled inspection date.

   b. No later than seven days prior to the scheduled inspection, an Owner may request the inspection be rescheduled. The City has sole discretion in approving or denying the request. If the request is approved, the new inspection date shall be within thirty days of the prior scheduled inspection date. It is the Owner's sole responsibility to both provide notice to occupants of the changed inspection date, and provide proof of notice to the City, at least five days prior to the original scheduled inspection date.

   c. If an Owner or tenant in possession of the Residential Rental Property refuses to allow access to conduct the inspection, the City Attorney may use all legal remedies permitted by law. Inspections under the Rental Housing Improvement Act are considered a "necessary service" for which entry by the Owner, upon proper notice, is allowed per Civil Code 1954.

4. Payment of the Inspection Fee

   a. The Notice of Inspection shall contain an invoice for the amount of the inspection fee. The inspection fee shall not exceed $100 per unit to be inspected. Payment of the inspection fee is due by the inspection date, and a unit shall not pass inspection until all fees are paid. Payment is to be made to the City through electronic payment, U.S. Mail or in-person at City Hall. Inspectors shall not accept payment for inspection(s).

5. Rental Inspection Checklist
    a. The City shall promulgate and make available online and upon request a Rental Inspection Checklist. The Checklist shall clearly define and describe the criteria the Director will apply to determine whether or not violations of Health and Safety Standards exist on the Residential Rental Property.

H. Correction Notices

1. Content. The City may issue a Correction Notice for violations of Health and Safety Standards. The Correction Notice shall contain:
    a. A description of the violation;
    b. The specific action required to correct the violation;
    c. A demand the violations be corrected within the specified time period;
    d. A statement that a Compliance Re-inspection will be scheduled; and
    e. information regarding the Self-Certification Program.
2. Time for Correction. The Correction Notice shall provide a reasonable time to correct the identified violations. In general, this will be thirty calendar days. Certain imminently dangerous life-safety violations shall require immediate correction. The City, at its sole discretion, may grant extensions of time to correct the identified violations, upon request from the Owner.
3. Service of Notice. The Correction Notice may be served personally on the Owner or local representative. If the Owner or local representative is not able to be personally served, a copy of the notice may be served by deposit in the United States mail, in a sealed envelope, postage prepaid, addressed to the Owner and local representative at the last known business or residence address as appears in the public records of the City or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed complete at the time of mailing.

I. Correction of Violations

1. To verify the violations identified on the Correction Notice have been abated, a Compliance Re-inspection shall be conducted after the time provided for correction has lapsed.

a. Violations that were not noted on the initial Correction Notice but are discovered during any re-inspection due to subsequent activities, damage or deterioration, shall be subject to correction.
b. To constitute a valid correction of a violation, all necessary permits must be applied for and finalized. Choosing to replace, rather than repair, certain items may require a permit.

2. Owners may complete a Proof of Correction application, preferably through the City's online Rental Registry, for timely repairs to correct noticed violation(s) before the Compliance Re-inspection. To be deemed complete, the Proof of Correction application must include:
    a. Picture(s) labeled with corresponding unique ID #, showing corrected violation(s);
    b. Completed work order(s) with maintenance signature (if applicable); and
    c. Copy of vendor invoice(s) (if applicable).

    Failure to include any of the above-listed requirements may result in the City rejecting the Proof of Correction, and proceeding with the Compliance Re-Inspection.
3. The City will review all Proof of Correction documentation received for content and form, and either accept or reject the application. Accepted applications signify the unit has passed inspection and is not subject to a Compliance Re-Inspection. Rejected applications signify the unit has not yet passed inspection and is subject to a Compliance Re-Inspection.
4. Prior to making a determination on the Proof of Correction application, the City, at its sole discretion, may notify Owner of an incomplete application and request additional information or documentation.
5. In the event a unit fails an inspection and the corresponding Compliance Re-inspection, the Residential Rental Property may be referred to the Code Enforcement Division and/or the Anti-Slum Enforcement Team for further review and action. No provisions of these regulations limit the City's discretion to impose any and all other sanctions, fines, fees, penalties, or enforcement

measures otherwise available under the Fresno Municipal Code, or under state or federal statute.

J. Self-Certification Program

1. Qualification. A Residential Rental Property may be placed in the Self-Certification Program if:
    a. After the last inspection and corresponding Compliance Re-inspection conducted pursuant to the Rental Housing Improvement Act, the City determined no violations existed at the property, or substantial compliance in correcting the noticed violations was achieved by the deadline provided in the Correction Notice;
    b. The Owner and/or property manager certify the Residential Rental Property is in compliance with all applicable provisions of the Rental Housing Improvement Act;
    c. The Owner is not delinquent on any payment to the City of fees, penalties, taxes or other monies related to the property;
    d. It has been at least 12 calendar months without any active Anti-Slum Enforcement Team case(s) at any property owned by Owner; and
    e. Either:
        i. The Residential Rental Property is inspected at least once every twelve months (plus a thirty-day grace period), and re-inspected upon change of tenancy, by a professional property management company licensed by the State of California; or
        ii. The Owner can provide adequate documentation that such annual and routine inspections take place and the substance of such inspections.
        iii. Substantiating documentation shall be submitted to the City each year, or forms provided by the City.
2. Removal. If any of the following occur, one or more of an Owner's properties may be removed from the Self-Certification Program:

a. A Residential Rental Unit inspected pursuant to the Rental Housing Improvement Act fails to correct all noticed violations by the deadline provided in the Correction Notice; or
b. Two or more Notice and Orders relating to the Residential Rental Property were issued in the past twelve months, even if the noticed violations were subsequently corrected; or
c. Owner fails to timely submit completed self-certification forms for each Residential Rental Unit to the City;
d. Any of the circumstances set forth in Subsection 1 of this Section cease to exist.

3. Immediate Removal. If any Residential Rental Unit is found to contain violations posing imminent danger of death, or serious injury to occupants, the Residential Rental Property shall immediately be removed from the Self-Certification Program.
4. Certifying. Owners in the Self-Certification Program shall inspect, or shall cause to be inspected by a licensed property manager, each and every Residential Rental Unit on the property at least once every twelve months (plus a thirty day grace period) and upon each change in tenancy.
    a. Self-certification shall be accomplished as follows:
        i. Inspect each Residential Rental Unit for health and safety violations, in compliance with the requirements of the self-certification form provided by the City;
        ii. Immediately make any repairs to the Residential Rental Unit that are necessary to achieve compliance with the requirements of the self- certification form; and
        iii. Complete the self-certification form, and submit copies to the occupants of the corresponding unit and to the City.
    b. If any Residential Rental Unit cannot be self-certified because necessary repairs cannot or will not be made, the Owner shall immediately notify the City and the Property shall immediately be removed from the Self-Certification Program.

c. Forms shall be signed under penalty of perjury and it shall be unlawful to knowingly falsify any material information on the self-certification form, and any such falsification may be prosecuted as a misdemeanor.

d. The Owner and/or local representative shall retain all completed self-certification forms for at least four years from the date the inspection was made.

5. Random-Sampling Inspections. 10% of Residential Rental Properties in the Self-Certification Program, and the Residential Rental Units thereon, will be inspected by the City on a random basis each year.

   a. A Residential Rental Property that is selected for a Random-Sampling Inspection and passes will be exempt from further Random-Sampling Inspections for at least five years.

   b. Residential Rental Units selected for a Random-Sampling Inspection under the Self-Certification Program shall be subject to the same provisions and procedures for Baseline and Routine Inspections.

K. Enforcement; Penalties; Appeal

1. If, after a Correction Notice has been issued, the Owner fails to abate the violations, the City may proceed with all remedies available under law to compel compliance, including but not limited to issuing administrative citations, abatement proceedings, civil injunction, criminal prosecution, or any combination of remedies, with respect to all violations not caused by tenant's breach of Tenant's Affirmative Obligations. In any action or proceeding brought by the City to enforce the Rental Housing Improvement Act, the City shall be entitled to recover its attorney's fees when it is the prevailing party.
2. An Owner shall have appeal rights as set forth in the Rental Housing Improvement Act.
3. Delinquent fees, late fees, and penalties, shall be as set forth in the Rental Housing Improvement Act.