ROYAL T MANAGEMENT
BAKERSFIELD
FRESNO
MADERA

RENTAL APPLICATION

APT. NAME: _____

SIZE: _____ NO: _____

☐ RESIDENT ☐ CO-SIGNER ☐ ROOMMATE ADD ON_____ **MOVE IN DATE:**_____

I. CREDIT APPLICATION - FILL OUT LEGIBLY AND COMPLETELY

No. of Residents: _____

NAME OF APPLICANT: _____ Date of Birth: _____
Last First Middle Initial

Phone: ( ) _____ Email Address: _____

Present Address: _____ City/State: _____ Zip: _____

Move in date: _____ Move out date: _____ Reason for Leaving: _____

Owner/Agent/Complex: _____ Mo. Payment: _____ Phone: ( )_____

Previous Address: _____ City/State: _____ Zip: _____

Move in date: _____ Move out date: _____ Reason for Leaving: _____

Owner/Agent/Complex: _____ Mo. Payment: _____ Phone: ( )_____

SS# or I.T.I.N. #: _____ D.L. #: _____ License Plate No.: _____

Automobile Make: _____ Color: _____ Yr: _____ State of Registration: _____

Present Employer: _____ From/To: _____

Address: _____ Phone: ( ) _____

Employed as: _____ Monthly Salary: _____

Other Verifiable Income: _____ Monthly Amount: _____ Phone: ( ) _____

Notify in case of Emergency: _____ Relationship: _____

Address: _____ Phone: (home)( )_____ (work)( ) _____

City: _____ State: _____ Zip _____

NAME OF APPLICANT: _____ Date of Birth: _____
Last First Middle Initial

Phone: ( ) _____ Email Address: _____

Present Address: _____ City/State: _____ Zip: _____

Move in date: _____ Move out date: _____ Reason for Leaving: _____

Owner/Agent/Complex: _____ Mo. Payment: _____ Phone: ( )_____

Previous Address: _____ City/State: _____ Zip: _____

Move in date: _____ Move out date: _____ Reason for Leaving: _____

Owner/Agent/Complex: _____ Mo. Payment: _____ Phone: ( )_____

SS# or I.T.I.N. #: _____ D.L. #: _____ License Plate No.: _____

Automobile Make: _____ Color: _____ Yr: _____ State of Registration: _____

Present Employer: _____ From/To: _____

Address: _____ Phone: ( ) _____

Employed as: _____ Monthly Salary: _____

Other Verifiable Income: _____ Monthly Amount: _____ Phone: ( ) _____

Notify in case of Emergency: _____ Relationship: _____

Address: _____ Phone: (home)( )_____ (work)( ) _____

City: _____ State: _____ Zip _____

Applicant declares that the above stated facts are true and correct and, by their signature below, Applicant hereby authorizes Owner, or its Agent, to obtain, from others, full and complete information, including credit report, unlawful detainer (eviction search) report, criminal background check, previous tenant history and verification of employment history. Applicant consents to allow Landlord to disclose tenancy information to previous or subsequent Landlords.

_____ _____

Applicant's Signature — Co-Applicant's Signature

Photo I.D. Title & # _____ **Photo I.D. Title & #** _____

Issuing Authority _____ Exp. Date _____ Issuing Authority _____ Exp. Date _____

Verified by: _____ **Verified by:** _____

DEPOSIT RECEIPT

Date / Time of Receipt _____ am /pm

Received the sum of $_____ as a deposit to secure the rental of apartment number _____ upon the terms and conditions of the Rental Agreement. If application is not accepted by the owner or it's agent within three (3) days, the application shall be deemed not accepted. If not accepted, this deposit shall be refunded. If application is accepted by the owner or it's agent, the first month's rent plus additional deposits, as required below, will be payable. Owner and/or it's agent shall not be liable to Applicant for damages for failure to deliver possession of the premises on the date herein stated, beyond the refund of the Deposit received. In the case of co-residents, it is understood that the full deposit shall remain with the apartment until completely vacated and will be refunded to the legal residents at that time. At no time will any deposit be split or partially refunded.

Since this deposit is intended to secure the rental of the above apartment and since the apartment is being withdrawn from the rental market, upon cancellation of this application by applicant, after acceptance, the daily rental rate of the above apartment ($_____ per day) shall be deducted from the deposit, and any remaining balance shall be refunded. In addition, a non-refundable fee of $_____ per report has been received, and an itemization receipt has been provided.

☐ **Utilities not included.**

INITIAL PAYMENTS REQUIRED

1. Rent from _____ thru _____ $_____
   ☐ Addendum ☐ Mo. to Mo.
2. Additional Deposit $_____
3. Other Adjustments(s) $_____
4. Balance due on move-in day $_____
   (All adults must be present)

Next rent due on _____, _____ $_____

Rent from _____ thru _____

I have read and understand these conditions: _____ Initial(s). _____
Agent for Owner

☐ APPROVED BY:
Date _____ Time _____

☐ CONDITIONALLY APPROVED BY:
(Co-S/ Addl Dep) Date _____ Time _____
Conditional Approval Letter Sent _____
Date _____

☐ DENIED BY:
Date _____ Time _____
Denial Letter Sent _____
Date _____

☐ CANCELLED BY:
Date _____ Time _____

Accommodating Persons with Disabilities

The Fair Housing Act allows applicants or residents with disabilities to make requests for a reasonable accommodation in any rule, policy, practice or service. Additionally, applicants or residents with disabilities may request modifications to their rental unit, at their own expense, so long as they agree to restore the property to its original condition when their tenancy ends, with normal wear and tear excepted. Additional conditions may apply.

If you are a person with a physical or mental disability and would like to make a request for an accommodation to any rule, policy, practice or service, or would like to request a modification to a rental unit or to the property, please contact a property manager for assistance.

(Rev. 2018)

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Qualifications for Renting

Income- Combined monthly income must be verifiable and total at least 3 times the rent.

Rental History- Rental history must be verifiable, show on time payments, and show the ability to follow policies. Negative rental history and evictions are typically not accepted.

Credit/Criminal Background check- Credit must be good and show a history that accounts are paid on time. Applicants must pass a criminal background check as detailed in the attached Criminal History and Verification Authorization Addendum.

If there is one area of weakness, the application will be reviewed by a supervisor for possible conditions.

If there are multiple areas of weakness, the application may not be accepted.

(Rev 1-2025)

Criminal History and Verification Authorization Addendum

Royal T Management places no interest higher than the safety and wellbeing of its residents. Because of this, Royal T Management will not rent to applicants with a history of criminal behavior showing a disregard for the health, safety and/ or property of others. This Addendum is designed to determine whether you meet the social interaction requirements for residency in a property managed by Royal T Management. Your response to the following question will be subject to verification and any false response to the following question will be subject to and/ or result in termination of your rental agreement/ lease.

Have you ever been arrested for or charged with any felony crime involving:

Drugs – manufacture, sale, distribution of any controlled substance within the last 7 years;

Weapons – the possession, manufacture, sale, distribution or use of any illegal weapon and/or the illegal possession, sale distribution, use or discharge of any firearm;

Gangs – membership in or participation in the activities of any criminal street gang;

Sexual Crimes – including, but not limited to prostitution, pimping, pandering, rape, molestation, sodomy, stalking and mayhem;

Injury or threatened injury to a person; Injury or threatened injury to property;

Theft – including but not limited to robbery and/or burglary;

Shoplifting, or passing bad or forged checks within the past seven (7) years;

And which arrest or charge resulted in a plea or finding of guilt, a conviction, a withheld adjudication or a deferred adjudication?

YES_____ NO_____

If you answered YES to the question above, then you may be ineligible for residency in a property managed by Royal T Management. Please print your name and sign the authorization below so that your response may be investigated and verified.

I,_____, hereby authorize Royal T Management, to verify any and all statements and representations, whether express or implied, made by me with respect to this Criminal History and Verification Authorization Addendum. This authorization is to include, but is not limited to, the power of Royal T Management to obtain a criminal background check concerning me, and I agree to furnish any further information and authorization as may be requested by Royal T Management to accomplish the task of verifying my statements and representations. I hereby authorize any person or entity to release to Royal T Management, any and all information as may be requested by Royal T Management concerning the matters referred to in this Criminal History and Verification Authorization Addendum.

APPLICANT

Print Name:_____

Signature: _____ Date:_____

ROYAL T MANAGEMENT

Consideration of Credit History

For Government Subsidy Recipients ONLY

*Under California law, applicants **with a government subsidy** have the option, at the applicant's discretion, of providing lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the tenant, including, but not limited to, government benefit payments, pay records, and bank statements.*

If you would like us to consider alternative evidence of your payment history in place of considering your credit report as proof of your ability to pay rent, you must do the following:

- Be the recipient of a government rent subsidy.
  AND
- Be able to provide the following alternative evidence:
  - Must provide 12 consecutive months of acceptable payment history for a major utility such as gas/electric, water/sewer, phone, internet or cable.
  - The account must be active and in the applicant's name.
  - The alternative evidence must be provided to the rental office within the 3 day processing time limit as explained on the application/deposit receipt.
- **Sign the authorization to provide alternative evidence on the Applicant Authorization Form**

ROYAL T MANAGEMENT

Applicant Authorization Form

Name of Applicant _____

Complex _____ Apt. # _____

AUTHORIZATION: By their signature below, applicant hereby authorizes owner, or its agent, to obtain, from others, full and complete information, including credit report, unlawful detainer (eviction search) report, criminal background check, previous tenant history and verification of employment history. Applicant consents to allow landlord to disclose tenancy information to previous or subsequent landlords. **I have received the Summary of Your Rights Under the Fair Credit Reporting Act and the Summary of Consumer Rights California**.

Signature _____Date _____

I, _____, will receive a copy of an Investigative Consumer Report prepared about me. I understand the copy of the report shall be mailed within three (3) business days of the date the report was provided to the recipient user. I would like to receive my copy of my Investigative Consumer report by:

Initial preference

_☐_Picking it up personally
_☐_U.S. Mail to:

_____

_____

Date Copy Given _____Mgr. Name _____

If Applicable-

I, _____, wish to provide alternative evidence to be considered in place of my credit report as my ability to pay rent and **I meet all of the qualifications as listed on the Consideration of Credit History form**.

Signature _____Date _____

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You many limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

CALIFORNIA SUMMARY OF CONSUMER RIGHTS CALIFORNIA CIVIL CODE §1785.15(f)

The following are your rights as a consumer in regard to consumer credit reports in the following form: “You have a right to obtain a copy of your credit file from a consumer credit reporting agency. You may be charged a reasonable fee not exceeding eight dollars ($8). There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The consumer credit reporting agency must provide someone to help you interpret the information in your credit file.

You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the Federal Fair Credit Reporting Act, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for 10 years.

If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the consumer credit reporting agency must then, within 30 business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the consumer credit reporting agency.

If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about disputed information in a report it issues about you.

You have a right to receive a record of all inquiries relating to a credit transaction initiated in 12 months preceding your request. This record shall include the recipients of any consumer credit report. 2 You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.

You have a right to place a “security alert” in your credit report, which will warn anyone who receives information in your credit report that your identity may have been used without your consent. Recipients of your credit report are required to take reasonable steps, including contacting you at the telephone number you many provide with your security alert, to verify your identity prior to lending money, extending credit, or completing the purchase, lease, or rental of goods or services. The security alert may prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that taking advantage of this right may delay or interfere with the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or cellular phone or other new account, including an extension of credit at point of sale. If you place a security alert on your credit report, you have a right to obtain a free copy of your credit report at the time the 90-day security alert period expires. A security alert may be requested by calling the following toll-free telephone numbers: Equifax 1-800-525-6285; Experian 1-800-397- 3742; TransUnion 1-800-680-7289. California consumers also have the right to obtain a “security freeze.”

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer credit reporting agency from releasing any information in your credit report without your express authorization. A security freeze must be requested in writing by mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or cellular phone or other new account, including an extension of credit at point of sale. When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a specific party or period of time after the freeze is in place. To 3 provide that authorization you must contact the consumer credit reporting agency and provide all of the following:

(1) The personal identification number or password.

(2) Proper identification to verify your identity.

(3) The proper information regarding the third party who is to receive the credit report or the period of time for which

the report shall be available to users of the credit report.

A consumer credit reporting agency must authorize the release of your credit report no later than three business days after receiving the above information.

A security freeze does not apply when you have an existing account and a copy of your report is requested by your existing creditor or its agents or affiliates for certain types of account review, collections, fraud control, or similar activities.

If you are actively seeking credit, you should understand that the procedures involved in lifting a security freeze may slow your application for credit. You should plan ahead and lift a freeze, either completely if you are shopping around, or specifically for a certain creditor, before applying for new credit.

A consumer credit reporting agency may not charge a fee to a consumer for placing or removing a security freeze if the consumer is a victim of identity theft and submits a copy of a valid police report or valid Department of Motor Vehicles investigative report. A person 65 years of age or older with proper identification may be charged a fee of no more than $5 for placing, lifting or removing a security freeze. All other consumers may be charged a fee of no more than $10 for each of these steps.

You have a right to bring civil action against anyone, including a consumer credit reporting agency, who improperly obtains access to a file, knowingly or willfully misuses file data, or fails to correct inaccurate file data.

If you are a victim of identity theft and provide to a consumer credit reporting agency a copy of a valid police report or a valid investigative report made by a Department of Motor Vehicles investigator with peace officer status describing your circumstances, the following shall apply:

(1) You have a right to have any information you list on the report as allegedly fraudulent promptly blocked so that the information cannot be reported. The information will be unblocked only if (A) the information you provide is a material misrepresentation of the facts, (B) you agree that the information is blocked in error, or (C) you knowingly obtained possession of goods, services, or moneys as a result of the blocked transactions. If blocked information is unblocked, you will be promptly notified.

(2) You have a right to receive, free of charge and upon request, one copy of your credit report each month for up to 12 consecutive months.”

LOUISIANA APPLICANTS OR RESIDENTS ONLY:

You have the right to be given notice by landlords of the application fee(s). You have the right to be notified if credit scores, employment history, criminal history, or eviction records are considered on your application. You have the right to submit a statement to landlords explaining, in 200 words or less, if you have experienced financial hardship because of a state or federally declared disaster or emergency and how the hardship has impacted your credit, employment, or rental history. You also have the right to be given notice on if the statement of financial hardship is required to reference the COVID-19 pandemic and hurricanes.

NEW YORK AND MAINE APPLICANTS OR RESIDENTS ONLY:

You have the right to inspect and receive a copy of any investigative consumer report requested by an agent of a rental property you have applied for by directly contacting the consumer reporting agency that provided the report.

WASHINGTON STATE APPLICANTS OR RESIDENTS ONLY:

The rental property agent does not accept a "comprehensive reusable tenant screening report" and uses an outside screening company to conduct a credit, rental and criminal background check. The screening cost was indicated prior to purchasing the consumer report before being provided with this application. You have the right to obtain a free copy of the report and information on how to file a dispute by contacting CICReports. The rental property agent's criteria for denial should be requested from the agent.

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW

(For California Applicants Only)

You are hereby notified that by completing this process, you acknowledge that we may obtain information about you from an investigative consumer reporting agency (ICRA). Such reports may include information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Agent / Property Operator may investigate the information contained in your application and other background information about you, including but not limited to, your criminal history, driving records, or other information about you. These reports may be used as a factor in making housing or employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Contemporary Information Corp, 42913 Capital Dr. #101 Lancaster, CA 93535 (800) 288-4757. Information regarding Contemporary Information Corp's (CIC's) privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at www.CICReports.com

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows: via email: Compliance@CICReports.com; Mail; fax (888)797-2254 or In person, by visual inspection of your file during normal business hours and upon reasonable notice. A summary of all information contained in CIC's file on you which is required to be provided by the California Civil Code.

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NOTICE TO PROSPECTIVE RESIDENTS OF FRESNO'S NON-SMOKING ORDINANCE

Notice of Applicability of Ordinance Prohibiting Smoking In and Around Multiunit Rental Properties. As required by Section 10-2004(b) of the Fresno Municipal Code, prospective residents are hereby notified that this rental property is subject to Article XX of Chapter 10 of the Fresno Municipal Code (hereinafter "Ordinance"), which prohibits smoking in and around multiunit rental properties.

City of Fresno Advisory Regarding Ordinance. The following advisory regarding the Ordinance was prepared by the City of Fresno:

> **"As of January 1, 2022, smoking is prohibited in all units, common areas, and outdoor areas, except for specifically designated smoking areas.**
>
> On October 14, 2021, the Fresno City Council passed Ordinance 2021-045 prohibiting smoking in all multi-unit rental properties in Fresno (Ordinance). The Ordinance will go into effect on January 1, 2022.
>
> According to section 10-2004(a)-(b) of the Ordinance, all existing tenants must receive a written notice of the Ordinance no later than January 1, 2022. All new leases initiated after January 1, 2022, will include non-smoking provisions. Please note the new law prohibits smoking in all units and common areas, excluding any exclusive use outdoor areas, regardless of whether it is included in the lease, and violators of the law may be subject to a fine.
>
> Under the smoke-free ordinance, "Multi-unit residence" means residential property containing two or more rental units where the majority of the units share at least one common wall with an adjacent unit. "Smoking" means inhaling, exhaling, or burning any tobacco, nicotine, or marijuana, or plant product, whether natural or synthetic, intended for inhalation, or using an "electronic smoking device." "Exclusive Use Outdoor Area" means an area accessible only by the occupant of a unit, such as a private balcony, deck, porch, or patio. For additional provisions, see attached Ordinance.
>
> The U.S. Surgeon General's find that there is no safe level of exposure to secondhand smoke and the California Air Resources Board's decision to classify secondhand smoke as a toxic air contaminant has prompted jurisdictions across the state and country to reduce multi-unit residents' exposure to secondhand smoke."

More Restrictive Smoking Policy in Rental/Lease Agreement Controls. The Ordinance does not affect or prohibit the implementation or enforcement a more restrictive smoking policy than set forth in the Ordinance. Therefore, you are notified that the landlord may have a stricter non-smoking policy than the Ordinance requires, and if so, the stricter non-smoking policy controls.

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