

If not attached, all supporting documents and materials are due to Tribal Council 48 hours prior to the Work Session. Due on:

Housing Regulations
Regulation # R700-01: HC-2

Chapter 2. Admission Procedures for Low Income Elder and Tribally Owned Homes

Section 1. Authority; Purpose; Application.

- 1-1. *Authority.* In accordance with sections 6.01(a) and (c) and 6.02 (e) and (g) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these regulations for eligibility for low income, elder and tribally owned rental homes.
- 1-2. *Purpose.* The purpose of Chapter 2 is to identify the processes that are utilized to determine the occupant based on the applications and the information identified in the required background check.
- 1-3. *Application of Chapter 2.* Chapter 2 is applicable to all applicants and renters participating in the following Housing Department programs:
- a. Elder Units Housing at Aki maadiziwin;
 - b. Tribally owned rental units; and
 - c. Tribally owned low income rental units.

Section 2. Definitions

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word shall is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are defined for the purpose of this Chapter.

Section 3. Selection and Screening Requirements

- 3-1. *Order of Selection.* The Housing Department shall select eligible applicants from the appropriate waiting list on a first come first serve basis. There shall be no preferences provided or exceptions to this policy.
- 3-2. *General screening.* Once selected and prior to placement in a home, the Housing Department shall conduct a screening process of each applicant and adult household member to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:
- a. *Credit History.* A credit history may be conducted by the Housing Department regarding the applicant's and adult household member's past performance in

meeting financial obligations that shall include, but not limited to, rent and utilities. The Housing Department may request a report from a consumer credit reporting agency. If an applicant or adult household member has a poor credit report, he must demonstrate consistent ability to pay rent and utility bills within the past year. The Housing Department may exclude an application if the applicant or adult household member cannot demonstrate a consistent ability to pay rent and utility bills within the past year. The Housing Department shall request information from former landlords detailing payment history (from up to 5 years ago);

- b. *Previous Eviction from HUD funded home.* The applicant shall be denied services if the applicant was previously evicted for non-payment or non-compliance with any Housing Department, Indian Housing Authority, Tribal or Public Housing Authority policy.
- c. *Previous abandonment of a HUD funded home.* The applicant shall be denied services if the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit.
- d. *Past behavior as a tenant.* The applicant shall be denied services if the applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents.
- e. *Home Visit.* The Housing Department ~~may~~shall make ~~every~~ efforts to complete a home visit at the applicant's present residence. If a home visit is not feasible, current references shall be required. The applicant shall be denied services if the applicant currently has poor housekeeping standards which has resulted in an unsanitary living environment.
- f. Proof of disability as provided in Chapter 1 of the Housing Commission Regulations and under the Americans with Disabilities Act.

3-3. *Determination of suitability.* In determining whether an applicant and the household members are suitable for admission regarding all of the factors listed in Section 3-2(a)-(e), the Housing Department shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrence in question and the probability of future occurrences. If one household member is determined to be unsuitable, the application is rejected in its entirety, with the exception of Section 3-2(a). The Housing Department shall not provide an option for the applicant to adjust the occupants listed in the application. The applicant has a right to appeal the decision pursuant to Section 3-5.

3-4. *Criminal Background Screening.* Once selected and prior to placement in a home, the Housing Department shall conduct a screening process of each applicant and adult household member regarding his criminal background to determine suitability for

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Housing Commission Approved – Resolution HC ~~19-0516-0717-0413-001~~

Tribal Council Approved: July 12, 2017, Resolution #17-0712-221

admission. The screening process shall include a review of pertinent factors including the criminal record particularly focusing on drug-related activities, physically violent crimes, or other criminal acts that may endanger other residents. The Housing Department may wish to request information from law enforcement agencies and the ~~National~~ National Crime Information Center. The Housing Department shall not provide an option for the applicant to adjust his occupants listed in the application. In determining whether an applicant is suitable for admission regarding criminal background, the Housing Department shall apply the following provisions and maintain files in accordance with the department's criminal record file maintenance procedures.

- a. *Automatic Exclusion.* The Housing Department shall deny an applicant admission to a rental unit if he or any of the applicant's household members listed on the application has been convicted of or entered a plea of guilty or no contest to any offense involving:

1. Criminal Sexual Conduct as defined in Ordinance #11-400-11 under "Sex offense". ~~where the perpetrator is an adult at the time that the crime is committed.~~
2. Selling any controlled substance located on Schedules 1-5 of MCL 333.7211-333.7220 or the equivalent within the past seven years.
3. Violent Behavior involving murder, assault with intent to do great bodily harm, or stalking.
4. ~~Selling alcohol to minors.~~
5. Convictions of Domestic Violence, including but not limited to misdemeanors and felonies.
- 4.6. Convictions of Child Abuse.

- b. *Discretionary Exclusion.* The Housing Department shall determine whether to deny an applicant admission to a rental unit if he or any of the applicant's household members listed on the application has been convicted of or entered a plea of guilty or no contest to any misdemeanor or felony offense not listed in section 3-4(a). In making the decision, the Housing Department shall complete a report that takes into account the following factors and considerations:

1. Whether the offense was a felony or misdemeanor¹.
2. Dates of convictions.
3. Number of similar convictions.

4. Likelihood of recidivism that will take into account factors such as counseling and substance abuse programs.
 5. Convictions that impact the health, safety and right to peaceful enjoyment of other tenants.
- 3-5. *Unsuitability for Any Reason.* If an applicant is determined to be unsuitable for admission for any reason listed in Sections 3-1 to 3-4, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The applicant will be removed from the waiting list. The notice shall advise the applicant(s) of the right to appeal to the Housing Commission. The request for appeal must be submitted within fifteen (15) calendar days of the date the notice was mailed. The Housing Commission shall hear the appeal in a timely fashion. ~~old a hearing within 10 days of the request.~~ After the hearing, the Housing Commission shall provide a written decision ~~within 10 days~~ which shall include the findings of facts and decision. This decision may be appealed to Tribal Court.
- 3-6. *Notification of selected applicants.* Promptly after an applicant has completed the screening process and has been determined to be suitable for admission, the family will be notified in writing of their selection. The notification shall include the following:
- a. A statement that the family has been selected for participation in the Little River Housing Department program.
 - b. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
 - c. A statement a lease agreement will need to be executed;
 - d. A statement that admission and contract execution is subject to a final income and eligibility verification;
 - e. The address, location, legal description, unit number, or type of services to be received, and amount of assistance;
 - f. A statement that the family has fifteen (15) days in which to respond to the notice, either by accepting or rejecting the home offered;
 - g. A statement that failure to respond within fifteen (15) days shall be regarded as a rejection of the offer. The date of formal rejection shall be twenty (20) days after the notification of selection;
 - h. A statement that a rejection of the offer shall result in the application being placed at the bottom of the waiting list as it is identified on the formal rejection date; and

- i. A statement that the notice is not a contract and does not obligate the Housing Department in any way.

Section 4. Adoption; Amendment; Repeal

- 4-1. *Adoption.* This Chapter is approved by the Housing Commission by Resolution HC 2019-0516-07 ~~on October 21, 2004~~ and approved by the Tribal Council Resolution # . ~~on November 3, 2014[,by resolution #04-1103-443].~~
- 4-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 4-1.
- 4-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provision or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 4-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the spirit of this regulation rather than complete compliance is acceptable.
- 4-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 4-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council, ~~Resolution #17-0712-221.~~

Housing Regulations

Regulation # R700-01: HC-2

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Section 1. Authority; Purpose; Application.

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- 1-3. *Application of Chapter 2.* Chapter 2 is applicable to all applicants and renters participating in the following Housing Department programs:
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meeting financial obligations that shall include, but not limited to, rent and utilities. The Housing Department may request a report from a consumer credit reporting agency. If an applicant or adult household member has a poor credit report, he must demonstrate consistent ability to pay rent and utility bills within the past year. The Housing Department may exclude an application if the applicant or adult household member cannot demonstrate a consistent ability to pay rent and utility bills within the past year. The Housing Department shall request information from former landlords detailing payment history (from up to 5 years ago);

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- c. *Previous abandonment of a HUD funded home.* The applicant shall be denied services if the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit.
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- e. *Home Visit.* The Housing Department may make efforts to complete a home visit at the applicant's present residence. If a home visit is not feasible, current references shall be required. The applicant shall be denied services if the applicant currently has poor housekeeping standards which has resulted in an unsanitary living environment.
- f. *Proof of disability as provided in Chapter 1 of the Housing Commission Regulations and under the Americans with Disabilities Act.*

3-3. *Determination of suitability.* In determining whether an applicant and the household members are suitable for admission regarding all of the factors listed in Section 3-2(a)-(e), the Housing Department shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrence in question and the probability of future occurrences. If one household member is determined to be unsuitable, the application is rejected in its entirety, with the exception of Section 3-2(a). The Housing Department shall not provide an option for the applicant to adjust the occupants listed in the application. The applicant has a right to appeal the decision pursuant to Section 3-5.

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admission. The screening process shall include a review of pertinent factors including the criminal record particularly focusing on drug-related activities, physically violent crimes, or other criminal acts that may endanger other residents. The Housing Department may wish to request information from law enforcement agencies and the National Crime Information Center. The Housing Department shall not provide an option for the applicant to adjust his occupants listed in the application. In determining whether an applicant is suitable for admission regarding criminal background, the Housing Department shall apply the following provisions and maintain files in accordance with the department's criminal record file maintenance procedures.

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 1. Criminal Sexual Conduct as defined in Ordinance #11-400-11 under "Sex offense".
 2. Selling any controlled substance located on Schedules 1-5 of MCL 333.7211-333.7220 or the equivalent within the past seven years.
 3. Violent Behavior involving murder, assault with intent to do great bodily harm, or stalking.
 4. Selling alcohol to minors.
 5. Convictions of Domestic Violence, including but not limited to misdemeanors and felonies.
 6. Convictions of Child Abuse.
- b. *Discretionary Exclusion.* The Housing Department shall determine whether to deny an applicant admission to a rental unit if he or any of the applicants household members listed on the application has been convicted of or entered a plea of guilty or no contest to any misdemeanor or felony offense not listed in section 3-4(a). In making the decision, the Housing Department shall complete a report that takes into account the following factors and considerations:
 1. Whether the offense was a felony or misdemeanor.
 2. Dates of convictions.
 3. Number of similar convictions.

4. Likelihood of recidivism that will take into account factors such as counseling and substance abuse programs.
 5. Convictions that impact the health, safety and right to peaceful enjoyment of other tenants.
- 3-5. *Unsuitability for Any Reason.* If an applicant is determined to be unsuitable for admission for any reason listed in Sections 3-1 to 3-4, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The applicant will be removed from the waiting list. The notice shall advise the applicant(s) of the right to appeal to the Housing Commission. The request for appeal must be submitted within fifteen (15) calendar days of the date the notice was mailed. The Housing Commission shall hear the appeal in a timely fashion. After the hearing, the Housing Commission shall provide a written decision which shall include the findings of facts and decision. This decision may be appealed to Tribal Court.
- 3-6. *Notification of selected applicants.* Promptly after an applicant has completed the screening process and has been determined to be suitable for admission, the family will be notified in writing of their selection. The notification shall include the following:
- a. A statement that the family has been selected for participation in the Little River Housing Department program.
 - b. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
 - c. A statement a lease agreement will need to be executed;
 - d. A statement that admission and contract execution is subject to a final income and eligibility verification;
 - e. The address, location, legal description, unit number, or type of services to be received, and amount of assistance;
 - f. A statement that the family has fifteen (15) days in which to respond to the notice, either by accepting or rejecting the home offered;
 - g. A statement that failure to respond within fifteen (15) days shall be regarded as a rejection of the offer. The date of formal rejection shall be twenty (20) days after the notification of selection;
 - h. A statement that a rejection of the offer shall result in the application being placed at the bottom of the waiting list as it is identified on the formal rejection date; and

- i. A statement that the notice is not a contract and does not obligate the Housing Department in any way.

Section 4. Adoption; Amendment; Repeal

- 4-1. *Adoption.* This Chapter is approved by the Housing Commission by Resolution HC 2019-0516-07 and approved by the Tribal Council Resolution # _____ .
- 4-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 4-1.
- 4-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provision or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 4-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the spirit of this regulation rather than complete compliance is acceptable.
- 4-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 4-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council.

Housing Regulations
Regulation # R700-01: HC-4

Chapter 4. Rent Payments, Collection, and Eviction Procedures for Tribal Rental Units.

Section 1. Authority, Purpose, Application.

- 1-1. *Authority.* In accordance with Sections 6.01(a) and (c) and 6.02(b) of the Housing Commission Ordinance, Ordinance #04-700-01, the Housing Commission hereby promulgates these regulations for rent payments, delinquent collections, and eviction procedures for Tribally-owned rental units.
- 1-2. *Purpose.* The purposes of this Chapter is to establish procedures for the collection of rent payments from individual or families renting homes through the Tribe's Housing Department and to establish a comprehensive statement of policy and actions, including eviction as a remedy of last resort, which will be taken to enforce the terms of the lease including, payment of rent.

These regulations are designed to serve as:

- a. A policy for the Housing Department to use in collecting rents.
- b. A document that provides for consistent, equitable, and uniform treatment of clients.
- c. A basis for decision-making by Housing Department staff.
- d. A training manual for newly-hired or appointed staff.

- 1-3. *Application.* These regulations are applicable to all tenants residing in Housing Department Tribal rental units.

Section 2. Definitions.

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. *Head of Household* means the Tribal Member who is the primary resident on a lease for a Tribally-owned rental unit.
- 2-3. *Payment Agreement* means a written document executed by the Head of Household and the Housing Department, agreeing to the terms of repayment for a delinquent account.

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Housing Commission Approved Resolution HC-16-0421-0119-0404-03

Tribal Council Approved: February 15, 2017, Resolution #17-0215-066

- 2-4. *Tenant* means a person who is listed as a tenant on a lease for a Tribally-owned rental unit.

Section 3. Requirements and Procedures.

- 3-1. *Rent.* The amount of monthly rent will be determined prior to a tenant's occupancy as stipulated in the lease agreement.
- 3-2. *Income-Based Rent.* The Tribe has both ~~income-based~~income-based subsidy rental units and fair market value rental units. If a tenant is in an ~~income-based~~income-based subsidy rental unit, the tenant's rent shall be changed based on the tenants' change of income. Any change in the monthly rent required shall be determined in accordance with Tribal law.
- 3-3. *Other Charges.* Additional charges other than rent payments may be required as follow:
- a. Charges for damages caused to the rental unit, property grounds or its furnishings;
 - b. Agreed-upon repayments of delinquent accounts;
 - c. Other charges as specified in the Lease Agreement, or in Chapters 2, 3, and 6 of the Housing Commission Regulations, or in any other regulations adopted by the Tribe.
- 3-4. *Due Date for Rent and Other Charges.* All rent or other charges ~~for the current month~~ shall be due on the 1st day of the month~~paid on or before the 15th day of each month~~ without billing or prior notice. Payments not received on or before the 15th day of each month~~this date~~ will be considered delinquent, unless the tenant has entered into a written Payment Agreement with the Housing Department to pay the amount due at a later date.
- 3-5. *Payment Agreements.* If a tenant is unable to make a payment for current rent or other charges when due, the tenant may request an extension from the Housing Department. Extensions shall be authorized and documented by execution of a "Payment Agreement" between the tenant and the Housing Department Director according to the following procedures:
- a. Payment Agreements may include provisions allowing delayed payment of rent or other charges. Payment Agreements must include a schedule for repayment of any amounts that are delinquent. Participants are encouraged, and may be required, to agree to have direct payments made to the Housing Department in the form of wage assignments, within the limits allowed by the law.
 - b. The Tribe, duly represented by the Housing Director, shall approve the first request for Payment Agreement in situations of unusual temporary financial hardship. A subsequent request for a Payment Agreement will be approved only if an unusual

temporary financial hardship is proven and the payment records of the tenant during the preceding six (6) months, or length of tenancy if less than six (6) months, shows no delinquent payments, and no Payment Agreement has been executed during the prior year, or length of tenancy if less than one (1) year. For purposes of this paragraph, circumstances that warrant financial hardship include, but are not limited to, the following:

1. Unusual or unexpected family expenses, such as a death in the family or high medical expenses not covered by insurance. The term “unusual and unexpected family expenses” does not include higher than usual normal expenses such as grocery bills, utility bills or store bills; or
 2. Sudden and unexpected loss of income.
- c. If a tenant continues to fall further behind in rent or other charges, even with the relief provided under a Payment Agreement, the Director will determine whether the family is capable of adhering to any form of payment agreements. If a tenant is able to pay current charges, but is unable to pay past balances, the Director may authorize entering into a new Agreement and require that the tenant attend financial management classes. The new Payment Agreement may include a reduction in the amount of repayment required each month to repay the balance due, but the Director must require some repayment of the balance each month.
- d. If the Director denies a tenant’s request to ~~enter into~~enter, or renegotiate, a Payment Agreement, the tenant may appeal the decision to the Housing Commission according to Article VI, Section 6.03 ~~(a)(1)~~ of the Housing Commission Ordinance, Ordinance #04-700-01.
- e. Payment Agreements are binding and must be honored by the tenant. Tenants who fail to make good faith efforts to comply with the terms of a Payment Agreement may forfeit their right to obtain time to cure a delinquency. A Notice of Termination will be issued and eviction proceedings instituted, if the Director determines that a tenant has failed to make good faith efforts to honor his obligations under a Payment Agreement.
- f. Tenants will only be allowed three (3) Payment Agreements during a calendar year. After three (3) payment agreements, Tenants will not be allowed to enter into any subsequent payment agreements during the calendar year.

Section 4. Delinquent Accounts.

- 4-1. *Notice of Delinquency.* All tenant accounts will be reviewed by the Director. If a tenant is still delinquent on the sixteenth (16th) day of the month a “Notice of Delinquency” will be sent to the tenant by the Housing Department. The Notice of Delinquency will state the following:

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Housing Commission Approved Resolution HC-~~16-0421-01~~19-0404-03

Tribal Council Approved: February 15, 2017, Resolution #~~17-0215-066~~

- a. The type of charge (rent, other charges) that is delinquent;
- b. The date the rent or other charges were due;
- c. The amount of rent or other charges that is in arrears;
- d. A statement that asks the tenant to pay the arrearage upon receipt;
- e. If payment cannot be made upon receipt of the Notice of Delinquency, the tenant must execute a Payment Agreement with the Housing Department within seven (7) days of the date of the Notice of ~~D~~elinquency; and
- f. If the tenant fails to pay the arrearages within full or to enter into a Payment Agreement with the Housing Department within seven (7) days of the date of the Notice of ~~d~~elinquency, the Department will issue a Notice of Termination.

4-2. *Notice of Termination.* If within seven (7) days after the date of the Notice of Delinquency, a tenant fails to either pay the delinquent account or to execute a Payment Agreement, the Housing Department shall send by certified mail, hand delivery, or Return Receipt Requested Delivery, a "Notice of Termination" to the tenant. The Notice of Termination shall notify the tenant that the tenant has twenty (20) days to either contact the Housing Director to execute a Payment Agreement or vacate the premises. The Notice of Termination shall state the following:

- a. The type of charge (rent, other charges) that is delinquent;
- b. The date the rent or other charges were due;
- c. The total amount of rent or other charges the tenant is in arrears, including any additional amounts that have become delinquent since the Notice of Delinquency was sent;
- d. Notice that the tenant must pay the rent or other charges in arrears upon receipt, or that the tenant must pay the arrearages, execute a Payment Agreement, or that the tenant should vacate the premises upon expiration of the twenty (20) days from the date of the Notice of Termination to avoid Unlawful Detainer Proceedings. ~~eviction proceedings.~~

4-3. *Insufficient Funds or NSF Checks.* If a tenant's payment of rent results in an insufficient funds, or more commonly known as an NSF check, more than twice (2) in a twelve (12) month period, future payment for rent shall only be accepted if made in cash or money order.

Section 5. Unlawful Detainer Proceedings.

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Housing Commission Approved Resolution HC-16-0421-0119-0404-03

Tribal Council Approved: February 15, 2017, Resolution #17-0215-066

- 5-1. *Obligation to Vacate the Premises.* Any tenant who has received all of the notices above and has failed to pay the amount of arrearages in full or execute a Payment Agreement or comply with the terms of an executed Payment Agreement must vacate the premises rented from the Tribe within twenty (20) days of the date of the Notice of Termination.
- 5-2. *Court Proceedings.* If a tenant fails to vacate the premises within the twenty (20) days provided, the Department shall commence Unlawful Detainer Proceedings against that tenant before the Tribal Court. Once a complaint for Unlawful Detainer Proceedings has been filed with the Court, the Department may agree to file a motion to dismiss those proceedings only if one of the following occurs:
- a. The tenant pays the entire amount of rent or other charges owed; or
 - b. The tenant enters into a Payment Agreement with the Director, which includes assignment of the maximum percent of wages allowed by the law or any other certain regular income due to the tenant.
- 5-3. *Decline to Dismiss.* The Department may decline to dismiss the Unlawful Detainer Eviction proceedings and continue with termination of the lease agreement if the Department has previously filed an eviction-pUnlawful Detainer Proceeding against the same tenant within the prior 12-month period or the tenant received two (2) or more Notices of Termination during the priortenancy period 12-month period.
- 5-4. *Unlawful Detainer Eviction Procedure.* If after notice and hearing, the Tribal Court enters an order evicting the tenant from the premises, the Department shall be entitled to request the assistance of the Public Safety Department in executing the order and evicting the tenant.

Section 6. Leaving with a Delinquency.

- 6-1. *Effect of Leaving with a Delinquency.* If a tenant voluntarily vacates ~~or is evicted~~ from a unit without paying all amounts due to the Tribe, the tenant shall be ineligible to renew their lease agreement with the Tribe and no new lease may be executed until their account is paid in full.
- 6-2. *Collection of Delinquency.* The fact that a tenant vacates or is evicted from a rental unit with amounts still owed to the Tribe does not free the former tenant of his responsibility to pay the amount owed in full. Upon the tenant vacating or being evicted from the rental unit, his account will be reconciled to reflect outstanding rents or other charges due to the Tribe, the cost of any damages to the rental unit and any other charges to be assessed against the former tenant. The Tribe may attempt to collect amounts owed on delinquent accounts using any lawful method, including, but not limited to, personal telephone calls, mailings, referral of the delinquent account to a collection agency or filing judicial collection proceedings.

Section 7. Security Deposits

7-1. *Security Deposits Required.* A security deposit is required by each applicant selected for a rental unit tenant. The security deposit shall be paid under the terms of the lease agreement, but shall not exceed one month's rent. Each security deposit will be deposited in an account established by the Tribe's Accounting Department for this purpose.

7-2. *Limitations on Use of Security Deposit.* Security deposit funds may be used only to reimburse the landlord for actual damages not reasonably expected in the normal course of habitation, ~~and/or~~ to pay the landlord for rent in arrearage, rent due for the premature termination of the rental agreement ~~and/or~~ for utility bills not paid by the tenant. Security deposits may not be applied toward the payment of rent or other charges while the tenant occupies the rental unit. The security deposit may not serve as the last month's rent.

7-3. *Reimbursement of Security Deposit.* Within sixty (60) days after a tenant vacates the rental unit, the Housing Department will forward the tenant an accounting of his security deposit account, together with a check for the amount of the security deposit refund, if any, and, if applicable, an itemized list of damages to the unit with an estimated accounting bill for any amount of damage still due to the Tribe. The notice of damages must include the following statement in 12 point boldface type:

"YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE SAME OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES."

If the Tribe fails to submit to the tenant the above list of as required by this Subsection, it is presumed that no damages are due and the Tribe shall refund the entire amount of the security deposit.

7.4. *Dispute of Charges.* Upon a tenant's dispute of charges, the Tribe has ninety (90) days from the time the occupancy ended to file, in Tribal Court, a suit against the tenant in order to keep the disputed money to cover the alleged damages. The security deposit is considered the tenant's property until the Tribe reaches an agreement with the Tenant or obtains a money judgment from the court for the disputed amount.

Failure of the Tribe to bring suit within the ~~ninety-one-hundred and twenty (120)~~ ninety (90) day term period above constitutes a waiver of all claimed damages, and the Tribe is liable for the full amount of the security deposit to the tenant.

Section 8. Charges to Tenants.

8-1. *Damages to Rental Unit.* Tenants will be required, at their own expense, to repair damages to rental homes if a Housing Department inspection finds that the damage appears to have been deliberate or could have been avoided. The Housing Department shall notify tenants

in writing of any repairs it determines the tenant is responsible for, which includes a specific description of the item(s) to be repaired, the procedures for obtaining approval of repairs and the time period within which those repairs must be completed. If the tenant fails to properly complete the necessary repairs, or pay the cost of completing those repairs, the Housing Department may make arrangements to complete or pay the cost of those repairs and charge the tenant for the cost. The Director may allow tenants a period of time to complete repayment of repair costs, if warranted. If the tenant fails to pay repair costs properly charged, the Department may institute termination procedures as established in this Chapter.

- 8-2. *Other Charges.* Other charges, for example, the cost of towing junk cars, pet control and street light replacement, that may be incurred by tenants will be collected in the same manner described in Section 8-1 above.

Section 9. Automatic Payments and Payments in Advance

- 9-1. *Automatic Payments.* The Housing Department offers the option to receive automatic electronic payments. To that effect the Housing Department will cooperate with tenants to make arrangements with a tenant's employer or other source of income for automatic rent payment, if allowable.
- 9-2. *Payments in Advance.* The Housing Department will accept advance payments for the entire period of the rent or for periods of time longer than one monthly period. The Accounting Department will issue the tenant a receipt stating the total amount received.

Section 10. Grievances.

- 10-1. *Right to Appeal.* If a tenant wishes to object to a final action or decision of the Director, the tenant may make an appeal as provided for in Section 6.03 of the Housing Commission Ordinance, Ordinance #04-700-01.
- 10-2. *Duty to Pay Rent while Appeal is Pending.* A tenant may not withhold rent or payment of other charges while the appeal is pending. If the appeal action refers to disputed rent or other charges, the tenant's payments will be kept in a separate account until the appeal is decided. If a tenant fails to pay rent or other charges while awaiting a decision on an appeal, the tenant will lose ~~his or her~~ the right to continue with the appeal. Late fees will continue to accrue as applicable during the pendency of any appeal.

Section 11. Illegal Drug Activities.

- 11-1. *Prohibition of Illegal Drug Activities.* As per Chapter 3, section 4, 4-5 (ep), any conviction, including "no contest" pleas, for a drug related criminal activity may ~~shall~~ be grounds for immediate termination in accordance with the of the lease, agreement with that tenant. The

Department is authorized to commence immediate proceedings to evict that tenant in accordance with this Chapter.

Section 12. Adoption; Amendment; Repeal

- 12-1. *Adoption.* This Chapter is approved by the Housing Commission by Resolution No. HC 11-0519-05 on May 19, 2011, and approved by the Tribal Council on June 15, 2011.
- 12-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the *Administrative Procedures Act*, Ordinance #04-100-07. These regulations are amended by:
- a. Housing Commission Resolution #HC 16-0421-01, approved by Tribal Council Resolution #17-0215-066.
 - a.b. Housing Commission Resolution #HC 19-0404-03 approved by Tribal Council Resolution # 21-_____.
- 12-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 12-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.
- 12-5. *Sovereign Immunity.* Nothing in this Regulation shall be interpreted as a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 12-6. *Effective Date.* This Regulation shall take immediate effect on the date of approval by Tribal Council. Delinquent accounts with pending Notice(s) of Delinquency, Notice(s) of Termination or Tribal Court unlawful detainer proceedings shall proceed according to the regulations in place at the time the notice(s) were mailed or the proceedings were filed.

Housing Regulations
Regulation # R700-01: HC-4

Chapter 4. Rent Payments, Collection, and Eviction Procedures for Tribal Rental Units.

Section 1. Authority; Purpose; Application.

- 1-1. *Authority.* In accordance with Sections 6.01(a) and (c) and 6.02(b) of the Housing Commission Ordinance, Ordinance #04-700-01, the Housing Commission hereby promulgates these regulations for rent payments, delinquent collections, and eviction procedures for Tribally-owned rental units.
- 1-2. *Purpose.* The purposes of this Chapter is to establish procedures for the collection of rent payments from individual or families renting homes through the Tribe's Housing Department and to establish a comprehensive statement of policy and actions, including eviction as a remedy of last resort, which will be taken to enforce the terms of the lease including, payment of rent.

These regulations are designed to serve as:

- a. A policy for the Housing Department to use in collecting rents.
 - b. A document that provides for consistent, equitable, and uniform treatment of clients.
 - c. A basis for decision-making by Housing Department staff.
 - d. A training manual for newly-hired or appointed staff.
- 1-3. *Application.* These regulations are applicable to all tenants residing in Housing Department rental units.

Section 2. Definitions.

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. *Head of Household* means the Tribal Member who is the primary resident on a lease for a Tribally-owned rental unit.
- 2-3. *Payment Agreement* means a written document executed by the Head of Household and the Housing Department, agreeing to the terms of repayment for a delinquent account.

- 2-4. *Tenant* means a person who is listed as a tenant on a lease for a Tribally-owned rental unit.

Section 3. Requirements and Procedures.

- 3-1. *Rent.* The amount of monthly rent will be determined prior to a tenant's occupancy as stipulated in the lease agreement.
- 3-2. *Income-Based Rent.* The Tribe has both income-based subsidy rental units and fair market value rental units. If a tenant is in an income-based subsidy rental unit, the tenant's rent shall be changed based on the tenants' change of income. Any change in the monthly rent required shall be determined in accordance with Tribal law.
- 3-3. *Other Charges.* Additional charges other than rent payments may be required as follow:
- a. Charges for damages caused to the rental unit, property grounds or its furnishings;
 - b. Agreed-upon repayments of delinquent accounts;
 - c. Other charges as specified in the Lease Agreement, or in Chapters 2, 3, and 6 of the Housing Commission Regulations, or in any other regulations adopted by the Tribe.
- 3-4. *Due Date for Rent and Other Charges.* All rent or other charges shall be due on the 1st day of the month without billing or prior notice. Payments not received on or before the 15th day of each month will be considered delinquent, unless the tenant has entered into a written Payment Agreement with the Housing Department to pay the amount due at a later date.
- 3-5. *Payment Agreements.* If a tenant is unable to make a payment for current rent or other charges when due, the tenant may request an extension from the Housing Department. Extensions shall be authorized and documented by execution of a "Payment Agreement" between the tenant and the Housing Department Director according to the following procedures:
- a. Payment Agreements may include provisions allowing delayed payment of rent or other charges. Payment Agreements must include a schedule for repayment of any amounts that are delinquent. Participants are encouraged, and may be required, to agree to have direct payments made to the Housing Department in the form of wage assignments, within the limits allowed by the law.
 - b. The Tribe, duly represented by the Housing Director, shall approve the first request for Payment Agreement in situations of unusual temporary financial hardship. A subsequent request for a Payment Agreement will be approved only if an unusual temporary financial hardship is proven and the payment records of the tenant during the preceding six (6) months, or length of tenancy if less than six (6) months, shows no delinquent payments, and no Payment Agreement has been executed during the

prior year, or length of tenancy if less than one (1) year. For purposes of this paragraph, circumstances that warrant financial hardship include, but are not limited to, the following:

1. Unusual or unexpected family expenses, such as a death in the family or high medical expenses not covered by insurance. The term “unusual and unexpected family expenses” does not include higher than usual normal expenses such as grocery bills, utility bills or store bills; or
 2. Sudden and unexpected loss of income.
- c. If a tenant continues to fall further behind in rent or other charges, even with the relief provided under a Payment Agreement, the Director will determine whether the family is capable of adhering to any form of payment agreements. If a tenant is able to pay current charges, but is unable to pay past balances, the Director may authorize entering into a new Agreement and require that the tenant attend financial management classes. The new Payment Agreement may include a reduction in the amount of repayment required each month to repay the balance due, but the Director must require some repayment of the balance each month.
- d. If the Director denies a tenant’s request to enter, or renegotiate, a Payment Agreement, the tenant may appeal the decision to the Housing Commission according to Article VI, Section 6.03 of the Housing Commission Ordinance, Ordinance #04-700-01.
- e. Payment Agreements are binding and must be honored by the tenant. Tenants who fail to make good faith efforts to comply with the terms of a Payment Agreement may forfeit their right to obtain time to cure a delinquency. A Notice of Termination will be issued and eviction proceedings instituted, if the Director determines that a tenant has failed to make good faith efforts to honor his obligations under a Payment Agreement.
- f. Tenants will only be allowed three (3) Payment Agreements during a calendar year. After three (3) payment agreements, Tenants will not be allowed to enter into any subsequent payment agreements during the calendar year.

Section 4. Delinquent Accounts.

- 4-1. *Notice of Delinquency.* All tenant accounts will be reviewed by the Director. If a tenant is still delinquent on the sixteenth (16th) day of the month a “Notice of Delinquency” will be sent to the tenant by the Housing Department. The Notice of Delinquency will state the following:
- a. The type of charge (rent, other charges) that is delinquent;

- b. The date the rent or other charges were due;
- c. The amount of rent or other charges that is in arrears;
- d. A statement that asks the tenant to pay the arrearage upon receipt;
- e. If payment cannot be made upon receipt of the Notice of Delinquency, the tenant must execute a Payment Agreement with the Housing Department within seven (7) days of the date of the Notice of Delinquency; and
- f. If the tenant fails to pay the arrearages within full or to enter into a Payment Agreement with the Housing Department within seven (7) days of the date of the Notice of Delinquency, the Department will issue a Notice of Termination.

4-2. *Notice of Termination.* If within seven (7) days after the date of the Notice of Delinquency, a tenant fails to either pay the delinquent account or to execute a Payment Agreement, the Housing Department shall send by certified mail, hand delivery, or Return Receipt Requested Delivery, a “Notice of Termination” to the tenant. The Notice of Termination shall notify the tenant that the tenant has twenty (20) days to either contact the Housing Director to execute a Payment Agreement or vacate the premises. The Notice of Termination shall state the following:

- a. The type of charge (rent, other charges) that is delinquent;
- b. The date the rent or other charges were due;
- c. The total amount of rent or other charges the tenant is in arrears, including any additional amounts that have become delinquent since the Notice of Delinquency was sent;
- d. Notice that the tenant must pay the rent or other charges in arrears upon receipt, or that the tenant must pay the arrearages, execute a Payment Agreement, or that the tenant should vacate the premises upon expiration of the twenty (20) days from the date of the Notice of Termination to avoid Unlawful Detainer Proceedings.

4-3. *Insufficient Funds or NSF Checks.* If a tenant’s payment of rent results in an insufficient funds, or more commonly known as an NSF check, more than twice (2) in a twelve (12) month period, future payment for rent shall only be accepted if made in cash or money order.

Section 5. Unlawful Detainer Proceedings.

5-1. *Obligation to Vacate the Premises.* Any tenant who has received all of the notices above and has failed to pay the amount of arrearages in full or execute a Payment Agreement or

comply with the terms of an executed Payment Agreement must vacate the premises rented from the Tribe within twenty (20) days of the date of the Notice of Termination.

- 5-2. *Court Proceedings.* If a tenant fails to vacate the premises within the twenty (20) days provided, the Department shall commence Unlawful Detainer Proceedings against that tenant before the Tribal Court. Once a complaint for Unlawful Detainer Proceedings has been filed with the Court, the Department may agree to file a motion to dismiss those proceedings only if one of the following occurs:
- a. The tenant pays the entire amount of rent or other charges owed; or
 - b. The tenant enters into a Payment Agreement with the Director, which includes assignment of the maximum percent of wages allowed by the law or any other certain regular income due to the tenant.
- 5-3. *Decline to Dismiss.* The Department may decline to dismiss the Unlawful Detainer Proceedings and continue with termination of the lease agreement if the Department has previously filed an Unlawful Detainer Proceeding against the same tenant within the prior 12-month period or the tenant received two (2) or more Notices of Termination during the prior 12-month period.
- 5-4. *Unlawful Detainer Procedure.* If after notice and hearing, the Tribal Court enters an order evicting the tenant from the premises, the Department shall be entitled to request the assistance of the Public Safety Department in executing the order and evicting the tenant.

Section 6. Leaving with a Delinquency.

- 6-1. *Effect of Leaving with a Delinquency.* If a tenant voluntarily vacates from a unit without paying all amounts due to the Tribe, the tenant shall be ineligible to renew their lease agreement with the Tribe and no new lease may be executed until their account is paid in full.
- 6-2. *Collection of Delinquency.* The fact that a tenant vacates or is evicted from a rental unit with amounts still owed to the Tribe does not free the former tenant of his responsibility to pay the amount owed in full. Upon the tenant vacating or being evicted from the rental unit, his account will be reconciled to reflect outstanding rents or other charges due to the Tribe, the cost of any damages to the rental unit and any other charges to be assessed against the former tenant. The Tribe may attempt to collect amounts owed on delinquent accounts using any lawful method, including, but not limited to, personal telephone calls, mailings, referral of the delinquent account to a collection agency or filing judicial collection proceedings.

Section 7. Security Deposits

- 7-1. *Security Deposits Required.* A security deposit is required by each applicant selected for a rental unit tenant. The security deposit shall be paid under the terms of the lease agreement, but shall not exceed one month's rent. Each security deposit will be deposited in an account established by the Tribe's Accounting Department for this purpose.
- 7-2. *Limitations on Use of Security Deposit.* Security deposit funds may be used only to reimburse the landlord for actual damages not reasonably expected in the normal course of habitation, to pay the landlord for rent in arrearage, rent due for the premature termination of the rental agreement and/or for utility bills not paid by the tenant. Security deposits may not be applied toward the payment of rent or other charges while the tenant occupies the rental unit. The security deposit may not serve as the last month's rent.
- 7-3. *Reimbursement of Security Deposit.* Within sixty (60) days after a tenant vacates the rental unit, the Housing Department will forward the tenant an accounting of his security deposit account, together with a check for the amount of the security deposit refund, if any, and, if applicable, an itemized list of damages to the unit with an estimated accounting of damage due to the Tribe. The notice of damages must include the following statement in 12 point boldface type:
- “YOU MUST RESPOND TO THIS NOTICE BY MAIL WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THE SAME OTHERWISE YOU WILL FORFEIT THE AMOUNT CLAIMED FOR DAMAGES.”
- If the Tribe fails to submit to the tenant the above list of as required by this Subsection, it is presumed that no damages are due and the Tribe shall refund the entire amount of the security deposit.
- 7.4. *Dispute of Charges.* Upon a tenant's dispute of charges, the Tribe has ninety (90) days from the time the occupancy ended to file, in Tribal Court, a suit against the tenant in order to keep the disputed money to cover the alleged damages. The security deposit is considered the tenant's property until the Tribe reaches an agreement with the Tenant or obtains a money judgment from the court for the disputed amount.

Failure of the Tribe to bring suit within the one-hundred and twenty (120) day term period above constitutes a waiver of all claimed damages, and the Tribe is liable for the full amount of the security deposit to the tenant.

Section 8. Charges to Tenants.

- 8-1. *Damages to Rental Unit.* Tenants will be required, at their own expense, to repair damages to rental homes if a Housing Department inspection finds that the damage appears to have been deliberate or could have been avoided. The Housing Department shall notify tenants in writing of any repairs it determines the tenant is responsible for, which includes a specific description of the item(s) to be repaired, the procedures for obtaining approval of repairs and the time period within which those repairs must be completed. If the tenant fails

to properly complete the necessary repairs, or pay the cost of completing those repairs, the Housing Department may make arrangements to complete or pay the cost of those repairs and charge the tenant for the cost. The Director may allow tenants a period of time to complete repayment of repair costs, if warranted. If the tenant fails to pay repair costs properly charged, the Department may institute termination procedures as established in this Chapter.

- 8-2. *Other Charges.* Other charges, for example, the cost of towing junk cars, pet control and street light replacement, that may be incurred by tenants will be collected in the same manner described in Section 8-1 above.

Section 9. Automatic Payments and Payments in Advance

- 9-1. *Automatic Payments.* The Housing Department offers the option to receive automatic electronic payments. To that effect the Housing Department will cooperate with tenants to make arrangements with a tenant's employer or other source of income for automatic rent payment, if allowable.
- 9-2. *Payments in Advance.* The Housing Department will accept advance payments for the entire period of the rent or for periods of time longer than one monthly period. The Accounting Department will issue the tenant a receipt stating the total amount received.

Section 10. Grievances.

- 10-1. *Right to Appeal.* If a tenant wishes to object to a final action or decision of the Director, the tenant may make an appeal as provided for in Section 6.03 of the Housing Commission Ordinance, Ordinance #04-700-01.
- 10-2. *Duty to Pay Rent while Appeal is Pending.* A tenant may not withhold rent or payment of other charges while the appeal is pending. If the appeal action refers to disputed rent or other charges, the tenant's payments will be kept in a separate account until the appeal is decided. If a tenant fails to pay rent or other charges while awaiting a decision on an appeal, the tenant will lose the right to continue with the appeal. Late fees will continue to accrue as applicable during the pendency of any appeal.

Section 11. Illegal Drug Activities.

- 11-1. *Prohibition of Illegal Drug Activities.* As per Chapter 3, section 4, 4-5 (p), any conviction, including no contest pleas, for a drug related criminal activity may be grounds for immediate termination in accordance with the lease. The Department is authorized to commence immediate proceedings to evict that tenant in accordance with this Chapter.

Section 12. Adoption; Amendment; Repeal

- 12-1. *Adoption.* This Chapter is approved by the Housing Commission by Resolution No. HC 11-0519-05 on May 19, 2011, and approved by the Tribal Council on June 15, 2011.
- 12-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the *Administrative Procedures Act*, Ordinance #04-100-07. These regulations are amended by:
- a. Housing Commission Resolution #HC 16-0421-01, approved by Tribal Council Resolution #17-0215-066.
 - b. Housing Commission Resolution #HC 19-0404-03 approved by Tribal Council Resolution # 21-_____.
- 12-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 12-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.
- 12-5. *Sovereign Immunity.* Nothing in this Regulation shall be interpreted as a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 12-6. *Effective Date.* This Regulation shall take immediate effect on the date of approval by Tribal Council. Delinquent accounts with pending Notice(s) of Delinquency, Notice(s) of Termination or Tribal Court unlawful detainer proceedings shall proceed according to the regulations in place at the time the notice(s) were mailed or the proceedings were filed.

Housing Regulations
Regulation # R700-01: HC-6

Chapter 6. Pet and Animal Control Regulations for Tribal Rental Units

Section 1. Authority; Purpose; Application

1-1. *Authority.* In accordance with Sections 6.01(a) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these pet and animal control regulations for Tribal Rental Units.

~~1-1.~~ 1-2. *Purpose.* The purpose of this Chapter is to establish a policy regarding pets and animal control in Tribal Rental Units. These regulations are designed to serve as:

- a. A policy for the Housing Department.
- b. A document that provides for consistent, equitable, and uniform treatment of tenants.
- c. A basis for decision-making by Housing Department staff.

~~1-2.~~ 1-3. *Application.* This regulation is applicable to tenants in all Tribal Rental Units.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 through 5 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.

2-2. *Pet.* For purposes of this regulation a “pet” is defined as a common household animal, such as a dog, cat, bird, or fish living within a twenty (20) gallon fish tank or smaller, normally kept as a tenant’s companion. Horses, snakes, frogs, gerbils, rabbits, animals considered livestock and other animals and birds normally found in the wild are specifically excluded from this definition. ~~Also excluded are certain breeds of dogs of vicious nature or a reputation are excluded, such as Pit Bulls, Doberman Pinschers, and Rottweilers.~~

Section 3. Authorization

3-1. *Scope.* Two (2) pets or service animals, other than fish, ~~are~~ permitted for each housing unit, regardless of bedroom size. Each pet must be maintained responsibly and in accordance with all applicable public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be disposed of promptly in a sealed plastic bag to avoid any unpleasant and unsanitary odor.

3-2. *Written Authorization and Fee.* No resident is authorized to have a pet until written authorization and confirmation of compliance with this Regulation ~~policy~~ have been received from the Housing Department. When an authorization is granted the tenant shall pay a refundable “pet deposit” in the amount of \$150.00 for one pet and \$250.00 if the

tenant has two (2) pets. The pet deposit will be used by the Housing Department at the end of the lease toward payment of any costs made necessary by pet damage. Otherwise, the pet deposit, or any balance remaining, will be returned to the tenant after the premises are vacated, the keys are returned, and the unit has been inspected. Failure to register a pet with the Housing Department will result in a non-refundable \$15.00 fee every month that the pet is not registered.

- 3-3. *Responsibility for Monetary Damage.* The tenant who is the head of household shall be monetarily responsible for any and all damage done by a pet or damage created by the possession of a pet regardless of which tenant actually owns the pet. This includes damage done to the rental unit, a neighboring rental unit, or any part of the rental community.
- 3-4. *Animals Must Have a Tag and Collar.* Dogs, ~~Rabbits,~~ and Cats must have a collar and a tag that has the owner's name and telephone number. Pets found without a collar and tag will be taken to Animal Control or a shelter. ~~The resident will be charged a fee to cover the expense of removing the pet.~~ It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges, including removal expenses incurred.
- 3-5. *Cats.* A cat must be spayed ~~and declawed~~ and the tenant must provide proof before receiving written authorization by the Housing Department to have a pet. The resident must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The resident shall not permit refuse from litter boxes to become unsanitary. Cats must be kept indoors. On a yearly basis, tenant must provide a photograph of the pet and a veterinarian certificate showing the cat is up-to-date on its inoculations including rabies. If within ninety (90) days of the yearly deadline, the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 3-6. *Dogs.* All dogs must be spayed and under fifty (50) pounds and the tenant must provide proof before receiving written authorization to have a pet. Pet's that are over fifty-pound limitation and that are already living in Aki are exempt from this requirement. On a yearly basis, tenant ~~shall may have to provide a photograph of the pet and provide a~~ veterinarian certificate showing the dog is up-to-date on its inoculations including rabies. If within ninety (90) days of the yearly deadline ~~and;~~ the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 3-7. *Birds.* If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.

3-8. *Fish.* If the pet is a fish, the empty water container must not be over twenty (20) gallons and the container must be placed in a safe location in the unit. The tenant is limited to two containers for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

~~3-8.~~3-9. *Service Animals.* A Service Animal means any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. A service animal is not a pet.

Section 4. Animal Control

4-1. *Pet care and control.* All pets must be housed within the rental unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be on a leash and kept off other residents' lawns.

For the safety of the community, aAll authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object including but not limited to the housing unit, and left unattended is not under the control of an adult. Pets which are unleashed, or leashed and unattended, will be taken to a local Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges related to removal or claiming the animal by the Housing Department or a third party. ~~If the Housing Department has to take a pet to Animal the resident will be charged a fee to cover the expense of removing the pet.~~ The Director is authorized to determine these fees annually.

Pets may not be left unattended for more than eight (8) consecutive hours for dogs or twelve (12) consecutive hours for a cats. If it is reported to the Housing Department that a pet has been left unattended for more than an eight (8) consecutive hours for a dog or twelve (12) consecutive hours for a cat, the Housing Department may enter the unit and remove the pet and have transfer the pet taken to a local Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges related to removal or claiming the animal by the Housing Department or a third party. The Director is authorized to determine these fees annually. ~~A charge will be assessed to the tenant for removal of the pet from any facility. The Director is authorized to determine these fees annually.~~

Pets may not be left unattended in vehicles. An individual may take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death.

4-2. *Peaceful Enjoyment.* Pets shall not disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms, “disturb, interfere or diminish” shall include, but not be limited to barking, howling, chirping, biting, scratching and other like activities. If a pet violates the peaceful enjoyment of other tenants as expressed in ~~submitted a signed writ~~written and signed complaint, the tenant pet owner will be given one (1) week to make arrangements for the pet to be removed from the property. If the pet should become destructive, create a nuisance, represent a threat to the safety and security of other tenants, or guests, or create sanitation concern, the Housing Department Director shall notify the tenant, in writing, that the pet must be immediately removed from the property. The Housing Department may alert Animal Control or the Public Safety Department to remove the pet or issue a citation if the pet is not removed in a timely matter and the pet threatens the safety of the community. The tenant may file a request for consideration stating the measures adopted to correct the situation. If ~~the~~his request for consideration is denied, the tenant may file an appeal before the Housing Commission as per Article VI, Section 6, paragraph 6.03 of the Housing Commission Ordinance, however, the pet must be removed while any consideration by the Department or appeal with the Commission is pending.

4-3. *Disturbance of the Peace.* The Public Safety Department shall have the authority to issue civil infractions to the Head of Household should a Pet disturb the peaceful enjoyment of the Housing Community. Civil infractions fines will be set by the Tribal Court.

~~4-3.4-4.~~ *Waste.* The tenant is solely responsible for cleaning up the waste of the pet within the dwelling, on the grounds of the rental property as well as on the grounds of the subdivision when applicable. If the pet is taken outside, it must be on a leash at all times. If there is any solid waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the tenant’s garbage. If the Housing Department is required to clean any waste left by a pet, the tenant will be assessed a charge for the removal of waste, this includes the removal of waste to care from the grounds surrounding the rental unit. The Director is authorized to determine these fees annually.

4-5. *Maintenance Calls.* The tenant shall have dogs restrained so that maintenance can be performed in the rental unit. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals caged or restrained. If a maintenance person enters the unit where an animal is not caged or restrained, maintenance shall not be performed, and the resident shall be charged a fee for having to return at a different time the call. ~~It shall be the responsibility of the resident to reclaim the pet at pet owner’s expense. If the Housing Department has to have a pet removed a pet or return a different time, the tenant will be charged an additional fee.~~ The Director is authorized to determine these fees annually. It shall be the responsibility of the resident to reclaim the pet at pet owner’s expense.

~~4-4.4-6.~~ *Service Animals.* Individuals with a disability may request to keep an assistance animal as a reasonable accommodation. A request must be made to the Housing

Department and supported by reliable disability-related information, if the disability and disability-related need for the animal are not apparent the Housing Department may request such information. A request may be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that the Housing Department applies to pets may not be applied to assistance animals.

Section 5. Adoption; Amendment; Repeal

- 5-1. *Adoption.* This Chapter is adopted by the Housing Commission by Resolution HC 2016-0818-003 on August 18, 2016 and approved by the Tribal Council on November 30, 2016 by Resolution #16-1130-364.
- 5-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.
- a. This Regulation was amended by the Housing Commission Resolution HC 2019-1205-08 and Tribal Council by Resolution #
- 5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.
- 5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 5-6. *Effective Date.* This Regulation shall take effect on the date of approval by Tribal Council.

Housing Regulations
Regulation # R700-01: HC-6

Chapter 6. Pet and Animal Control Regulations for Tribal Rental Units

Section 1. Authority; Purpose; Application

- 1-1. *Authority.* In accordance with Sections 6.01(a) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these pet and animal control regulations for Tribal Rental Units.
- 1-2. *Purpose.* The purpose of this Chapter is to establish a policy regarding pets and animal control in Tribal Rental Units. These regulations are designed to serve as:
- a. A policy for the Housing Department.
 - b. A document that provides for consistent, equitable, and uniform treatment of tenants.
 - c. A basis for decision-making by Housing Department staff.
- 1-3. *Application.* This regulation is applicable to tenants in all Tribal Rental Units.

Section 2. Definitions

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 through 5 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. *Pet.* For purposes of this regulation a “pet” is defined as a common household animal, such as a dog, cat, bird, or fish living within a twenty (20) gallon fish tank or smaller, normally kept as a tenant’s companion. Horses, snakes, frogs, gerbils, rabbits, animals considered livestock and other animals and birds normally found in the wild are specifically excluded from this definition. Dogs of vicious nature or a reputation are excluded.

Section 3. Authorization

- 3-1. *Scope.* Two (2) pets or service animals, other than fish, are permitted for each housing unit, regardless of bedroom size. Each pet must be maintained responsibly and in accordance with all applicable public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be disposed of promptly in a sealed plastic bag to avoid any unpleasant and unsanitary odor.
- 3-2. *Written Authorization and Fee.* No resident is authorized to have a pet until written authorization and confirmation of compliance with this Regulation have been received from the Housing Department. When an authorization is granted the tenant shall pay a refundable “pet deposit” in the amount of \$150.00 for one pet and \$250.00 if the tenant has two (2) pets. The pet deposit will be used by the Housing Department at the end of

the lease toward payment of any costs made necessary by pet damage. Otherwise, the pet deposit, or any balance remaining, will be returned to the tenant after the premises are vacated, the keys are returned, and the unit has been inspected. Failure to register a pet with the Housing Department will result in a non-refundable \$15.00 fee every month that the pet is not registered.

- 3-3. *Responsibility for Monetary Damage.* The tenant who is the head of household shall be monetarily responsible for any and all damage done by a pet or damage created by the possession of a pet regardless of which tenant actually owns the pet. This includes damage done to the rental unit, a neighboring rental unit, or any part of the rental community.
- 3-4. *Animals Must Have a Tag and Collar.* Dogs and Cats must have a collar and a tag that has the owner's name and telephone number. Pets found without a collar and tag will be taken to Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges, including removal expenses incurred.
- 3-5. *Cats.* A cat must be spayed and the tenant must provide proof before receiving written authorization by the Housing Department to have a pet. The resident must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The resident shall not permit refuse from litter boxes to become unsanitary. Cats must be kept indoors. On a yearly basis, tenant must provide a photograph of the pet and a veterinarian certificate showing the cat is up-to-date on its inoculations including rabies. If within ninety (90) days of the yearly deadline, the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 3-6. *Dogs.* All dogs must be spayed and under fifty (50) pounds and the tenant must provide proof before receiving written authorization to have a pet. Pet's that are over fifty-pound limitation and that are already living in Aki are exempt from this requirement. On a yearly basis, tenant shall provide a photograph of the pet and provide a veterinarian certificate showing the dog is up-to-date on its inoculations including rabies. If within ninety (90) days of the yearly deadline and the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 3-7. *Birds.* If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- 3-8. *Fish.* If the pet is a fish, the empty water container must not be over twenty (20) gallons and the container must be placed in a safe location in the unit. The tenant is limited to two containers for the fish; however, there is no limit on the number of fish that can be

maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

- 3-9. *Service Animals.* A Service Animal means any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. A service animal is not a pet.

Section 4. Animal Control

- 4-1. *Pet care and control.* All pets must be housed within the rental unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be on a leash and kept off other residents' lawns.

For the safety of the community, all authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object including but not limited to the housing unit, and left unattended is not under the control of an adult. Pets which are unleashed, or leashed and unattended, will be taken to a local Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges related to removal or claiming the animal by the Housing Department or a third party. The Director is authorized to determine these fees annually.

Pets may not be left unattended for more than eight (8) consecutive hours for dogs or twelve (12) consecutive hours for a cats. If it is reported to the Housing Department that a pet has been left unattended for more than an eight (8) consecutive hours for a dog or twelve (12) consecutive hours for a cat, the Housing Department may enter the unit and remove the pet and have the pet taken to a local Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges related to removal or claiming the animal by the Housing Department or a third party. The Director is authorized to determine these fees annually.

Pets may not be left unattended in vehicles. An individual may take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death.

- 4-2. *Peaceful Enjoyment.* Pets shall not disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include, but not be limited to barking, howling, chirping, biting, scratching and other like activities. If a pet violates the peaceful enjoyment of other tenants as expressed in a signed writing, the tenant pet owner will be given one (1) week to make arrangements for the pet to be removed from the property. If the pet should become destructive, create a nuisance, represent a threat to the safety and security of other tenants, or guests, or create sanitation concern, the Housing Department Director shall notify the tenant, in writing, that the pet

must be immediately removed from the property. The Housing Department may alert Animal Control or the Public Safety Department to remove the pet or issue a citation if the pet is not removed in a timely matter and the pet threatens the safety of the community. The tenant may file a request for consideration stating the measures adopted to correct the situation. If the request for consideration is denied, the tenant may file an appeal before the Housing Commission as per Article VI, Section 6, paragraph 6.03 of the Housing Commission Ordinance, however, the pet must be removed while any consideration by the Department or appeal with the Commission is pending.

- 4-3. *Disturbance of the Peace.* The Public Safety Department shall have the authority to issue civil infractions to the Head of Household should a Pet disturb the peaceful enjoyment of the Housing Community. Civil infractions fines will be set by the Tribal Court.
- 4-4. *Waste.* The tenant is solely responsible for cleaning up the waste of the pet within the dwelling, on the grounds of the rental property as well as on the grounds of the subdivision when applicable. If the pet is taken outside, it must be on a leash at all times. If there is any solid waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the tenant's garbage. If the Housing Department is required to clean any waste left by a pet, the tenant will be assessed a charge for the removal of waste, this includes the removal of waste to care from the grounds surrounding the rental unit. The Director is authorized to determine these fees annually.
- 4-5. *Maintenance Calls.* The tenant shall have dogs restrained so that maintenance can be performed in the rental unit. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals caged or restrained. If a maintenance person enters the unit where an animal is not caged or restrained, maintenance shall not be performed, and the resident shall be charged a fee for having to return at a different time. The Director is authorized to determine these fees annually.
- 4-6. *Service Animals.* Individuals with a disability may request to keep an assistance animal as a reasonable accommodation. A request must be made to the Housing Department and supported by reliable disability-related information, if the disability and disability-related need for the animal are not apparent the Housing Department may request such information. A request may be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm

or damage that other animals have caused. Conditions and restrictions that the Housing Department applies to pets may not be applied to assistance animals.

Section 5. Adoption; Amendment; Repeal

- 5-1. *Adoption.* This Chapter is adopted by the Housing Commission by Resolution HC 2016-0818-003 on August 18, 2016 and approved by the Tribal Council on November 30, 2016 by Resolution #16-1130-364.
- 5-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.
 - a. This Regulation was amended by the Housing Commission Resolution HC 2019-1205-08 and Tribal Council by Resolution #
- 5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.
- 5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 5-6. *Effective Date.* This Regulation shall take effect on the date of approval by Tribal Council.

Housing Regulations
Regulation # R700-01: HC-7

Chapter 7. Maintenance and Modernization Regulations for Low Income, Elder and Tribally Owned Rental Homes

Section 1. Authority; Purpose; Application

- 1-1. Authority. In accordance with Sections 6.01 (a) of the Housing Commission Ordinance, # 04-700-01, the Housing Commission hereby promulgates these maintenance and modernization regulations for Low Income Elder and Tribally Owned Rental Homes.
- 1-2. Purpose. The purpose of this Chapter is to establish a policy regarding maintenance and modernization in Low Income Elder and Tribally Owned Rental Homes. The primary objective of the Tribe is to provide and maintain a safe and healthy environment for the tenants of Low Income, Elder and Tribally Owned Homes. These regulations are designed to serve as:
- a. A policy for the Housing Department.
 - b. A document that provides for consistent, equitable, and uniform treatment of clients.
 - c. A basis for decision-making by Housing Department staff.
 - d. A training manual for newly-hired or appointed staff.
- 1-3. Application. This regulation is applicable to tenants in Low Income Elder and Tribally Owned Rental Homes.

Section 2. Definitions

- 2-1. General. For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 through 6 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. Housing Department. Where used in reference to responsibilities to provide maintenance services, the term "Housing Department" means a ~~maintenance workers~~maintenance worker assigned to the that work for the Housing Department, ~~or an employee of the Little River Band Maintenance Department, as determined by agreement of the Departments.~~

Section 3. Responsibilities

- 3-1. Responsibility of the Tribe. The Housing Department is responsible for maintaining the following:
- a. Ensuring housing units are in a safe condition by performing regular inspections, doing preservative maintenance, conducting all necessary

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Housing Commission Approved -- Resolution August 24,
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Tribal Council Approved:- Resolution #19-February 14, 2007

maintenance repairs and ensuring the productive and useful life of the housing units;

b. ~~The Housing Department is also responsible for~~ Long-term planning of major renovations and modernizations;

c. All maintenance operations will provide for the prompt and efficient renovation of housing units and for prudent use of labor, materials and other resources;

d. All "as-built" drawings, warranty documents, manufacturer's instructions, service booklets, work orders, repair and replacement records, unit inspection records, purchase orders, invoices, preventive maintenance checks and other relevant documents will be retained in appropriate file to provide a permanent physical and financial history for each unit.

e. The Housing Commission will establish and maintain standards for customer service through communication and dissemination of this written policy to the tenants.

~~The Housing Commission will establish and maintain standards for customer service through communication and dissemination of this written policy to the tenants. All "as-built" drawings, warranty documents, manufacturer's instructions, service booklets, work orders, repair and replacement records, unit inspection records, purchase orders, invoices, preventive maintenance checks and other relevant documents will be retained in appropriate file to provide a permanent physical and financial history for each unit.~~

3-2. *Responsibility of the Tenant.* Each tenant is obligated to comply with the following:

a. ~~a~~ All terms of the lease agreement, including maintaining the dwelling unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities, such as water/sewer, electricity and/or gas.

b. ~~This responsibility includes~~ Maintenance of landscaped grounds of the unit, lawn mowing, snow removal of sidewalks and entry ways, and, in general, maintaining a peaceful neighborhood, unless such services are otherwise provided by the Housing Department.

~~a-c.~~ Tenants may not damage their housing units through neglect or intentional acts, nor may they permit others to damage the housing unit. -The tenant will be responsible for repairing all such damages at their own expense. If a tenant fails to make needed repairs within a reasonable amount of time, the Housing Department shall make the repairs and bill the charges to the tenant. As provided in the lease, tenants are responsible for all damages to the unit and leased premises, including damages caused by guests. Tenant must seek legal recourse against such parties to recover the cost of repairs and, if necessary, assist the Tribe in such recovery.

3-3. *Notice of Intent to Vacate.* Tenants must notify the Tribe in writing of their intent to vacate

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their housing unit at least thirty (30) days in advance of their move out date as provided in these Regulations. Upon receipt of such notice, the Housing Department will schedule and perform a pre-move out inspection with the tenant in attendance as agreed upon in the lease document. The move in inspection and inventory of furnishings will serve as the basis for comparison regarding the condition of the housing unit. Following the inspection the tenant will be advised in writing of repairs for which the tenant is responsible and the date by which the work must be completed. The Housing Department may provide assistance with respect to the nature and scope of required repairs. Tenants will be permitted to perform required repairs only if the Housing Department determines that they are qualified to do the work. All repair work must be completed in a professional-like manner to the satisfaction of the Housing Department, which shall inspect tenant's repairs for quality and completeness. Any work not completed in a satisfactory manner by the completion date or move-out date will be completed by the Housing Department and billed to the tenant.

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Housing Commission Regulations
Chapter 7. Maintenance and Modernization-
Regulations for Low Income Elder and
Tribally Owned Rental Homes

~~Adopted by Housing Commission August 24, 2006~~

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Housing Commission Approved -- Resolution -August-24-
2006#19-0404-04

Tribal Council Approved:- Resolution #19-February-14, 2007

Section 4. Preventive and Routine Maintenance

- 4-1. ____ *Yearly Maintenance.* Yearly routine preventive maintenance will be provided to minimize the need for more costly maintenance in the future. The Housing Department will prepare an annual service and inspection schedule for items such as furnaces, fire extinguishers, smoke alarms, refrigerators and other appliances, water heaters, water/gas line, weatherization items or maintenance to the housing unit or grounds. Tenants will be provided a copy of the preventive maintenance schedule and will be expected to cooperate with the Housing Department in ensuring its timely and efficient implementation.
- 4-2. ____ *Routine Maintenance Items.* The Housing Department will provide for and perform routine, recurring maintenance tasks consisting of minor repairs and replacements that are not a result of damage caused by the tenant or persons under the control of the tenant.
- 4-3. ____ *New Construction.* During construction of new units, the Housing Department may assign maintenance staff to inspect the various phases of construction. The purpose of this inspection is to standardize equipment and parts so that the maintenance program monitors the warranty and prepare an inventory list of replacement parts as well as anticipate the nature of repairs that may be needed in the future.
- 4-4. ____ *Emergency Standby Coverage.* Standby maintenance coverage will be scheduled and posted at the Housing Department. After business hours the Housing Department will rotate standby assignments for maintenance staff to respond to emergency calls by tenants. Such calls may be for broken windows, broken water lines, power outages, furnace problems during winter, sewer backups, or other emergencies which constitute an imminent threat to either the health or safety of a tenant or of significant damage to the unit. Emergency staff is only concerned with solving the emergency situation. Once the emergency is solved, the Housing Department will assess responsibility for the damages.

Section 5. Landscaping and Grounds Maintenance

- 5-1. ____ *Common Grounds.* The Housing Department is responsible for maintaining the landscape and grounds of property located in common grounds, as well as mowing and snow removal within these common grounds.
- 5-2. ____ *Tenant's Housing Unit.* It is responsibility of the tenant to maintain the landscape and grounds of property located within the premises rented (driveway, entry sidewalk, backyard, etc.) including mowing and snow removal, unless such services are otherwise provided by the Housing Department. However, the tenant may not alter the landscape design by planting ~~and/or trimming~~ shrubs, trees and other plants without ~~prior written permission~~ notice to of the Housing Department, except for maintenance trimming and pruning. Any ~~plant or trees~~ planted by the tenant will become property

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of the Tribe and requires permission from the Housing Department before removal.
Tenant's that choose to remove plants or shrubs that they have planted while living on
the premises, must restore the landscaping, including but not limited to leveling and
replace with proper fill to leave the sites even and return the sites to its original or a
natural appearance upon removal. Failure to do so will result in appropriate
remediation by the Housing Department. ~~cannot be removed.~~ The tenant may not
allow weeds, leaves and other rubbish to accumulate. Inoperative and/or non-current
licensed vehicles or equipment will not be -e

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~~Housing Commission Regulations~~

~~Chapter 7. Maintenance and Modernization-~~
~~Regulations for Low Income Elder-~~
~~and Tribally Owned Rental Homes~~

~~Adopted by Housing Commission August 24,-~~
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permitted on the grounds.

5-3. Sanitation Service. All tenants are required to put household garbage in containers at their residence and dispose of it regularly at an approved disposal site. The Housing Department will not be responsible for securing trash pickup services. The tenants are responsible for proper bagging and discarding of all trash at the curb or transfer station as it may be applicable. Burning trash or leaves in yards is not allowed. Compliance with local environmental health regulations will be strictly enforced. Used motor fuels such as oil and other household hazardous waste materials must be disposed of by the tenant in compliance with applicable laws.

5-4. Routine Maintenance done by the Maintenance Workers. Tenants may qualify for routine maintenance done by the Housing Maintenance staff including, but not limited to, snow removal and grass cutting. Housing Department maintenance and requirements for tenant qualification will be established by Resolution by the Housing Commission.

Section 6: Non-Routine Maintenance

6-1. Catastrophic Damage.—In the event of extensive damage to a housing unit through no fault of the tenant or others for whom the tenant is responsible, the Housing Department will relocate the family in another rental unit that may be available or in a temporary non-Tribal rental and schedule the housing unit for renovation. Such damages may occur as a result of fire, wind, vehicle collision, explosion, storms, or other situations beyond the control of the tenant. The Housing Department Director will determine whether the damage constitutes a significant safety hazard to the tenant or others and take the appropriate protective action. If damages, or the aggravation of it, are the result of direct action of the tenant or due to his negligence, the Tribe will charge the cost of repairs to the tenant and will initiate the lease termination process.

6-2. Insurance Claims. The Tribe will be responsible for filing all insurance claims. It is the responsibility of the tenant to notify the Housing Department of any damage to the housing unit that may result in an insurance claim and to cooperate with the Housing Department in the claims process. Tenants are responsible for filing claims arising from any renter's insurance they may have.

6-3. Renovations. The Housing Department may schedule renovations when the serviceable life of a particular housing component has been exhausted. This may include roof repairs, replacement of floors or floor covering, window replacement, gas or electric conversions, installation of new tubs, sink basins, plumbing fixtures, kitchen cabinets, or other major work. Tenants will be provided with written advance notice of any planned renovation and possible relocation as per Section 6-1 above. As a result of these renovations, the Housing Department may decide that structural changes, disabled accessibility improvements or redesign of floor plan would be beneficial to the general plan of the housing unit.

Section 7. Inspections

- 7-1. *Routine Inspection.* The Housing Department will schedule a yearly inspection to check on the rented premises to determine the need for repairs, renovation or fixture or appliances changes. The inspection will be conducted as per procedures stated in Housing Regulation Chapter 3, Section 6, Home Inspection. ~~of this Regulation.~~

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Housing Commission Regulations

~~Chapter 7. Maintenance and Modernization~~

~~Regulations for Low Income Elder
and Tribally Owned Rental
Homes~~

~~Adopted by Housing Commission August 24, 2006~~

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Housing Commission Approved -- ~~Resolution August 24,~~
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Tribal Council Approved:- ~~Resolution #19-February 14, 2007~~

- 7-2. Damages Caused by Tenant. If an inspection discloses that a housing unit has been damaged due to a negligent or willful act or omission of the tenant and the housing unit is determined to be unsafe and unsanitary for continued occupancy, the Housing Department will initiate Unlawful Detainer ~~eviction~~ Procedures and may require the tenant to attend counseling as per Housing Regulation Chapter 3, Section 4, 4-5 ~~(or) of this Regulation~~ in order to maintain housing eligibility, without regard of his liability for the expenses incurred in repairing the housing unit.

Section 8. Work Order Procedures

- 8-1. Work Orders. All work done in a housing unit that does not originate in a scheduled inspection of the premises, will be done based on an approved work order. Tenants may request a work order in person or by ~~phone, and~~ phone and must provide the name of the lessee and a description of the work to be performed. Completion of the work order from will constitute permission by the tenant for the Housing Department to enter the housing unit at any reasonable time. The Housing Department will determine whether the work order involves an emergency or a routine ~~repair, and~~ repair and approve the request and schedule the needed repair or maintenance call. Any emergency work order will be processed in a timely manner in order to prevent any injury or further damage. Emergencies will be determined by any condition that may threaten the life, safety, or health of the occupants or the public or constitute an immediate and serious threat of harm to the housing unit.
- 8-2. Charges. The Housing Department will charge the tenant for all work orders that are determined to relate to damages caused by the tenant or persons for whom the tenant is responsible. Such charges will include labor, mileage and cost of materials used. The tenant will be responsible for payment of the work order. Normal maintenance to rental housing units will not be charged to the tenant.

Section 9. Demolition and Disposal

- 9-1. Destruction of Units. As a last alternative, the Housing Department may recommend demolition/destruction of a housing unit if the unit is unsafe and if demolition/destruction is in the best interest of the Tribe. Factors for ~~determining unsafe~~ determining unsafe conditions may include, but are not limited to, foundation problems, presence of asbestos materials, radiation contamination, lead poisoning, or other infectious bacteria related contamination.
- 9-2. Designation of Units for Tribal Purposes. The Housing Department may designate a housing unit for use by other service providers if it is determined to be in the best interest of the Tribe. Such designations may be made in favor of Tribal programs serving the tenants. The Tribe and the entity receiving the benefit of the designation must agree on future maintenance responsibility for the unit.

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Section 10. Grievance Procedure

- 10-1. Grievances. Any grievance a tenant may have as a consequence of the application of this regulation may be presented to the Housing Department Director. The Director will hear the grievance, may meet with the tenant, and issue a written decision, ~~which shall be notified to the tenant by certified mail.~~ If the tenant is not satisfied with the Director's decision it may appeal of that decision to the Housing Commission within ~~fifteen~~^{seven} (157) days of the date of the decision. The Housing Commission may hear an appeal of the Director's decision as set forth in Section 6.03 of the Housing - Commission Ordinance.

Section 11. Adoption; Amendment; Repeal

- 11-1. Adoption. This Chapter is adopted by the Housing Commission on August 24, 2006 and approved by the Tribal Council on February 14, 2007.
- 11-2. Amendment. This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.
- a. This Regulation was amended by the Housing Commission #19-0404-04 and Tribal Council by Resolution #~~This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must be adopted and approved in the same manner as set forth in section 11-1.~~
- 11-3. Repeal. This Regulation may be repealed in accordance with the procedures set forth in the Administrative Procedures Act, Ordinance #04-100-07.
- 11-4. Severability Clause. If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 11-4. Compliance. In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.
- 11-5. Sovereign Immunity. Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 11-6. Effective Date. This Regulation shall take effect ~~on~~ upon approval by Tribal Council.

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Housing Commission Regulations

Chapter 7. Maintenance and Modernization Regulations for Low Income Elder and Tribally-Owned Rental Homes

Adopted by Housing Commission August 24, 2006 Adopted by Tribal Council

Housing Regulations -- Chapter 7

Housing Commission Approved -- Resolution August 24,
2006#19-0404-04

Tribal Council Approved:- Resolution #19-February 14, 2007

Housing Regulations
Regulation # R700-01: HC-7

Chapter 7. Maintenance and Modernization Regulations for Low Income, Elder and Tribally Owned Rental Homes

Section 1. Authority; Purpose; Application

- 1-1. *Authority.* In accordance with Sections 6.01 (a) of the Housing Commission Ordinance, # 04-700-01, the Housing Commission hereby promulgates these maintenance and modernization regulations for Low Income Elder and Tribally Owned Rental Homes.
- 1-2. *Purpose.* The purpose of this Chapter is to establish a policy regarding maintenance and modernization in Low Income Elder and Tribally Owned Rental Homes. The primary objective of the Tribe is to provide and maintain a safe and healthy environment for the tenants of Low Income, Elder and Tribally Owned Homes. These regulations are designed to serve as:
- a. A policy for the Housing Department.
 - b. A document that provides for consistent, equitable, and uniform treatment of clients.
 - c. A basis for decision-making by Housing Department staff.
 - d. A training manual for newly-hired or appointed staff.
- 1-3. *Application.* This regulation is applicable to tenants in Low Income Elder and Tribally Owned Rental Homes.

Section 2. Definitions

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 through 6 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. *Housing Department.* Where used in reference to responsibilities to provide maintenance services, the term "Housing Department" means a maintenance worker that work for the Housing Department.

Section 3. Responsibilities

- 3-1. *Responsibility of the Tribe.* The Housing Department is responsible for maintaining the following:

- a. Ensuring housing units are in a safe condition by performing regular inspections, doing preservative maintenance, conducting all necessary maintenance repairs and ensuring the productive and useful life of the housing units;
- b. Long-term planning of major renovations and modernizations;
- c. All maintenance operations will provide for the prompt and efficient renovation of housing units and for prudent use of labor, materials and other resources;
- d. All "as-built" drawings, warranty documents, manufacturer's instructions, service booklets, work orders, repair and replacement records, unit inspection records, purchase orders, invoices, preventive maintenance checks and other relevant documents will be retained in appropriate file to provide a permanent physical and financial history for each unit.
- e. The Housing Commission will establish and maintain standards for customer service through communication and dissemination of this written policy to the tenants.

3-2. *Responsibility of the Tenant.* Each tenant is obligated to comply with the following:

- a. All terms of the lease agreement, including maintaining the dwelling unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities, such as water/sewer, electricity and/or gas.
- b. Maintenance of landscaped grounds of the unit, lawn mowing, snow removal of sidewalks and entry ways, and, in general, maintaining a peaceful neighborhood, unless such services are otherwise provided by the Housing Department.
- c. Tenants may not damage their housing units through neglect or intentional acts, nor may they permit others to damage the housing unit. The tenant will be responsible for repairing all such damages at their own expense. If a tenant fails to make needed repairs within a reasonable amount of time, the Housing Department shall make the repairs and bill the charges to the tenant. As provided in the lease, tenants are responsible for all damages to the unit and leased premises, including damages caused by guests. Tenant must seek legal recourse against such parties to recover the cost of repairs and, if necessary, assist the Tribe in such recovery.

3-3. *Notice of Intent to Vacate.* Tenants must notify the Tribe in writing of their intent to vacate their housing unit at least thirty (30) days in advance of their move out date as provided in these Regulations. Upon receipt of such notice, the Housing Department will schedule and perform a pre-move out inspection with the tenant in attendance as agreed upon in the lease document. The move in inspection and inventory of

furnishings will serve as the basis for comparison regarding the condition of the housing unit. Following the inspection the tenant will be advised in writing of repairs for which the tenant is responsible and the date by which the work must be completed. The Housing Department may provide assistance with respect to the nature and scope of required repairs. Tenants will be permitted to perform required repairs only if the Housing Department determines that they are qualified to do the work. All repair work must be completed in a professional-like manner to the satisfaction of the Housing Department, which shall inspect tenant's repairs for quality and completeness. Any work not completed in a satisfactory manner by the completion date or move-out date will be completed by the Housing Department and billed to the tenant.

Section 4. Preventive and Routine Maintenance

- 4-1. *Yearly Maintenance.* Yearly routine preventive maintenance will be provided to minimize the need for more costly maintenance in the future. The Housing Department will prepare an annual service and inspection schedule for items such as furnaces, fire extinguishers, smoke alarms, refrigerators and other appliances, water heaters, water/gas line, weatherization items or maintenance to the housing unit or grounds. Tenants will be provided a copy of the preventive maintenance schedule and will be expected to cooperate with the Housing Department in ensuring its timely and efficient implementation.
- 4-2. *Routine Maintenance Items.* The Housing Department will provide for and perform routine, recurring maintenance tasks consisting of minor repairs and replacements that are not a result of damage caused by the tenant or persons under the control of the tenant.
- 4-3. *New Construction.* During construction of new units, the Housing Department may assign maintenance staff to inspect the various phases of construction. The purpose of this inspection is to standardize equipment and parts so that the maintenance program monitors the warranty and prepare an inventory list of replacement parts as well as anticipate the nature of repairs that may be needed in the future.
- 4-4. *Emergency Standby Coverage.* Standby maintenance coverage will be scheduled and posted at the Housing Department. After business hours the Housing Department will rotate standby assignments for maintenance staff to respond to emergency calls by tenants. Such calls may be for broken windows, broken water lines, power outages, furnace problems during winter, sewer backups, or other emergencies which constitute an imminent threat to either the health or safety of a tenant or of significant damage to the unit. Emergency staff is only concerned with solving the emergency situation. Once the emergency is solved, the Housing Department will assess responsibility for the damages.

Section 5. Landscaping and Grounds Maintenance

- 5-1. *Common Grounds.* The Housing Department is responsible for maintaining the

landscape and grounds of property located in common grounds, as well as mowing and snow removal within these common grounds.

- 5-2. *Tenant's Housing Unit.* It is responsibility of the tenant to maintain the landscape and grounds of property located within the premises rented (driveway, entry sidewalk, backyard, etc.) including mowing and snow removal, unless such services are otherwise provided by the Housing Department. However, the tenant may not alter the landscape design by planting shrubs, trees and other plants without notice to the Housing Department, except for maintenance trimming and pruning. Any trees planted by the tenant will become property of the Tribe and requires permission from the Housing Department before removal. Tenant's that choose to remove plants or shrubs that they have planted while living on the premises, must restore the landscaping, including but not limited to leveling and replace with proper fill to leave the sites even and return the sites to its original or a natural appearance upon removal. Failure to do so will result in appropriate remediation by the Housing Department. The tenant may not allow weeds, leaves and other rubbish to accumulate. Inoperative and/or non-current licensed vehicles or equipment will not be permitted on the grounds.
- 5-3. *Sanitation Service.* All tenants are required to put household garbage in containers at their residence and dispose of it regularly at an approved disposal site. The Housing Department will not be responsible for securing trash pickup services. The tenants are responsible for proper bagging and discarding of all trash at the curb or transfer station as it may be applicable. Burning trash or leaves in yards is not allowed. Compliance with local environmental health regulations will be strictly enforced. Used motor fuels such as oil and other household hazardous waste materials must be disposed of by the tenant in compliance with applicable laws.
- 5-4. *Routine Maintenance done by the Maintenance Workers.* Tenants may qualify for routine maintenance done by the Housing Maintenance staff including, but not limited to, snow removal and grass cutting. Housing Department maintenance and requirements for tenant qualification will be established by Resolution by the Housing Commission.

Section 6: Non-Routine Maintenance

- 6-1. *Catastrophic Damage.* In the event of extensive damage to a housing unit through no fault of the tenant or others for whom the tenant is responsible, the Housing Department will relocate the family in another rental unit that may be available or in a temporary non-Tribal rental and schedule the housing unit for renovation. Such damages may occur as a result of fire, wind, vehicle collision, explosion, storms, or other situations beyond the control of the tenant. The Housing Department Director will determine whether the damage constitutes a significant safety hazard to the tenant or others and take the appropriate protective action. If damages, or the aggravation of it, are the result of direct action of the tenant or due to his negligence, the Tribe will charge the cost of repairs to the tenant and will initiate the lease termination process.

- 6-2. *Insurance Claims.* The Tribe will be responsible for filing all insurance claims. It is the responsibility of the tenant to notify the Housing Department of any damage to the housing unit that may result in an insurance claim and to cooperate with the Housing Department in the claims process. Tenants are responsible for filing claims arising from any renter's insurance they may have.
- 6-3. *Renovations.* The Housing Department may schedule renovations when the serviceable life of a particular housing component has been exhausted. This may include roof repairs, replacement of floors or floor covering, window replacement, gas or electric conversions, installation of new tubs, sink basins, plumbing fixtures, kitchen cabinets, or other major work. Tenants will be provided with written advance notice of any planned renovation and possible relocation as per Section 6-1 above. As a result of these renovations, the Housing Department may decide that structural changes, disabled accessibility improvements or redesign of floor plan would be beneficial to the general plan of the housing unit.

Section 7. Inspections

- 7-1. *Routine Inspection.* The Housing Department will schedule a yearly inspection to check on the rented premises to determine the need for repairs, renovation or fixture or appliances changes. The inspection will be conducted as per procedures stated in Housing Regulation Chapter 3, Section 6, Home Inspection.
- 7-2. *Damages Caused by Tenant.* If an inspection discloses that a housing unit has been damaged due to a negligent or willful act or omission of the tenant and the housing unit is determined to be unsafe and unsanitary for continued occupancy, the Housing Department will initiate Unlawful Detainer Procedures and may require the tenant to attend counseling as per Housing Regulation Chapter 3, Section 4, 4-5 (o) in order to maintain housing eligibility, without regard of his liability for the expenses incurred in repairing the housing unit.

Section 8. Work Order Procedures

- 8-1. *Work Orders.* All work done in a housing unit that does not originate in a scheduled inspection of the premises, will be done based on an approved work order. Tenants may request a work order in person or by phone and must provide the name of the lessee and a description of the work to be performed. Completion of the work order from will constitute permission by the tenant for the Housing Department to enter the housing unit at any reasonable time. The Housing Department will determine whether the work order involves an emergency or a routine repair and approve the request and schedule the needed repair or maintenance call. Any emergency work order will be processed in a timely manner in order to prevent any injury or further damage. Emergencies will be determined by any condition that may threaten the life, safety, or health of the occupants or the public or constitute an immediate and serious threat of harm to the housing unit.

- 8-2. *Charges.* The Housing Department will charge the tenant for all work orders that are determined to relate to damages caused by the tenant or persons for whom the tenant is responsible. Such charges will include labor, mileage and cost of materials used. The tenant will be responsible for payment of the work order. Normal maintenance to rental housing units will not be charged to the tenant.

Section 9. Demolition and Disposal

- 9-1. *Destruction of Units.* As a last alternative, the Housing Department may recommend demolition/destruction of a housing unit if the unit is unsafe and if demolition/destruction is in the best interest of the Tribe. Factors for determining unsafe conditions may include, but are not limited to, foundation problems, presence of asbestos materials, radiation contamination, lead poisoning, or other infectious bacteria related contamination.
- 9-2. *Designation of Units for Tribal Purposes.* The Housing Department may designate a housing unit for use by other service providers if it is determined to be in the best interest of the Tribe. Such designations may be made in favor of Tribal programs serving the tenants. The Tribe and the entity receiving the benefit of the designation must agree on future maintenance responsibility for the unit.

Section 10. Grievance Procedure

- 10-1. *Grievances.* Any grievance a tenant may have as a consequence of the application of this regulation may be presented to the Housing Department Director. The Director will hear the grievance, may meet with the tenant, and issue a written decision. If the tenant is not satisfied with the Director's decision it may appeal of that decision to the Housing Commission within fifteen (15) days of the date of the decision. The Housing Commission may hear an appeal of the Director's decision as set forth in Section 6.03 of the Housing Commission Ordinance.

Section 11. Adoption; Amendment; Repeal

- 11-1. *Adoption.* This Chapter is adopted by the Housing Commission on August 24, 2006 and approved by the Tribal Council on February 14, 2007.
- 11-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.
- a. This Regulation was amended by the Housing Commission #19-0404-04 and Tribal Council by Resolution #
- 11-3. *Repeal.* This Regulation may be repealed in accordance with the procedures set forth in the Administrative Procedures Act, Ordinance #04-100-07.
- 11-4. *Severability Clause.* If any provision of this regulation or its application to any person or
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Tribal Council Approved: Resolution #19-

circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

- 11-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.
- 11-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 11-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council.