



Little River Band of Ottawa Indians

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Resolution #21-0505-121

Approval of Housing Commission Regulation, Chapter 7-Maintenance and Modernization Regulations for Low Income, Elder and Tribally Owned Rental Homes

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribe adopted amendments to the Constitution on July 11, 2016 which became effective upon approval by the Assistant Secretary-Indian Affairs on August 24, 2016; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(a) to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(f) to create by ordinance regulatory commissions or subordinate organizations and to delegate to such organizations the power to manage the affairs of the Little River Band; and

WHEREAS, the Tribal Council did by Ordinance #04-700-01 create the Housing Commission to oversee and regulate the Tribe's housing with the delegated power in Section 6.01(a) of that ordinance to develop and adopt regulations governing Tribal housing on Tribal trust or fee lands; and

WHEREAS, the Housing Commission adopted Resolution #19-0404-04 approving redline changes to Chapter 7 Maintenance and Modernization Regulations for Low Income, Elder and Tribally Owned Rental Homes; and

WHEREAS, the Tribal Council held a final Work Session after public comment on April 12, 2021 to discuss questions and concerns of the Tribal membership.

NOW THEREFORE IT IS RESOLVED that Tribal Council adopts the redline changes to Chapter 7 Maintenance and Modernization Regulations for Low Income, Elder and Tribally Owned Rental Homes.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 9 FOR, 0 AGAINST, 0 ABSTAINING, and 0 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on May 5, 2020, via ZOOM, with a quorum being present for such vote.



Gary Di Piazza, Tribal Council Recorder



Ronald Pete, Tribal Council Speaker

Attest:

Distribution: Council Records
Tribal Ogema
Tribal Court
Housing Department

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 by Resolution HC 2019-00404-04 and approved by the Tribal Council Resolution #21-0505-121.

- 11-2. *Amendment; Repeal.* This regulation may be amended or repealed 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 11-1.
- 11-3. *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.
- 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.