

Little River Band of Ottawa Indians



Housing Commission Meeting  
Aki maadiziwin Conference Room

**March 3, 2022**

Agenda

1. Prayer
2. Roll Call
3. Approval of Agenda  
*March 3, 2022*
4. Approval of Minutes
  - a. *February 3, 2022*
  - b.
5. Housing Department Update:
6. Unified Legal Update
7. General Business: Old/New
  - a.
  - b.
8. Public Comment:
9. Hearing/Closed Session
10. Policies and Procedures
11. Public Comment
12. Next Meeting Date-  
*April 7, 2022*
13. Adjournment

**Little River Band of Ottawa Indians**

**Housing Commission**

**Aki Maadiziwin Conference Room**

**February 3,2022**

**1. Opening Prayer:**

**Chairperson:** Teresa Callis called the meeting to order at 10:00am, following a silent prayer.

**2. Roll call:**

**Secretary:** Margaret Kowalkowski took Roll call.

<b>Margaret Kowalkowski- here</b>	<b>Julia Chapman-here</b>	<b>Robert Deboer-absent</b>
<b>Teresa Callis-here</b>	<b>Marcella Leusby-absent</b>	

**Quorum: 3-0-2-0**

**3. Approval of Agenda: *March 3, 2022***

**Commissioner:** Julia Chapman approves the Agenda. **Commissioner:** Margaret Kowalkowski second. **Motion carried.**

<b>Margaret Kowalkowski-yes</b>	<b>Julia Chapman-yes</b>	<b>Robert Deboer-absent</b>
<b>Teresa Callis-yes</b>	<b>Marcella Leusby-absent</b>	

**Quorum: 3-0-2-0**

**4. Approval of Minutes: *February 3, 2022***

**Commissioner:** Margaret Kowalkowski approves Minutes. **Commissioner:** Julia Chapman second, **Motion carried.**

<b>Margaret Kowalkowski- yes</b>	<b>Julia Chapman-yes</b>	<b>Robert Deboer-absent</b>
<b>Teresa Callis-yes</b>	<b>Marcella Leusby-absent</b>	

**Quorum:3-0-2-0**

**5. Department Update: none**

**6. Unified Legal Update: none**

**7. Closed Sessions: None**

**8. General Business: Guest Speaker:** Natasha Myhal spoke to us about our cultural/natural resources, treaty rights and climate change.

**9. Open Session: None**

**10. Policies and Procedures:** We are waiting to hear from Council on their approval of Chapters 3 and 6.

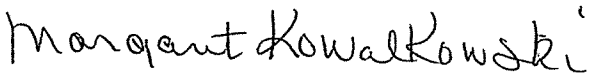
**11. Public Comment: none**

**12. Next Meeting Date: March 3, 2022**

**13. Adjournment: Commissioner Teresa Callis moves to close. Commissioner Julia Chapman second. All approved.**

**Meeting closes at 12:00pm**

**Housing Secretary,**

  
**Margaret Kowalkowski**

## **Little River Band of Ottawa Indians**

### **Housing Commission**

*Regular Commission Meetings have been established for the first  
And third Thursday of the month at 10:00 a.m., unless otherwise  
indicated.*

#### **2022 Regular Meetings**

**January 6**

*January 2022*

**February 3**

*February 2022*

**March 3**

*March 2022*

**April 7**

*April 2022*

**May 5**

*May 2022*

**June 2**

*June 2022*

**July 7**

*July 2022*

**August 4**

*August 2022*

**September 1**

*September 2022*

**October 6**

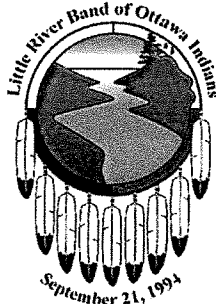
*October 2022*

**November 3**

*November 2022*

**December 1**

*December 2022*



**Little River Band of Ottawa Indians**  
**Housing Department**  
**Office Location: 2953 Shaw Be Quo ung**  
**Mailing Address: 2608 Government Center Drive**  
**Manistee MI 49660**  
**(231) 398-6879**  
**Email:lrboihousing@lrboi-nsn.gov**

February 21, 2022

To: Head of Household

Re: Updated Housing Regulations  
Sub: Chapter 3 & Chapter 6

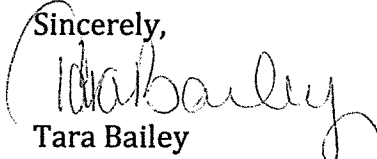
The Housing Commission has been working with the Unified Legal Department to update the Housing Regulations and has completed that task for Chapter 3 & Chapter 6.

On February 9, 2022, Tribal Council, at their regularly scheduled council meeting, implemented the revisions which then became effective as of that date.

Enclosed is the revised Chapter 3 & Chapter 6 of the Housing Regulations for your information and use. Please replace the previous Chapter 3 & Chapter 6 with the new one in the booklet we provided to you at your initial lease signing.

These are important documents which affect your lease agreement and your responsibilities as a tenant. Please become familiar with the changes

If you have any questions, please call the office.

Sincerely,  
  
Tara Bailey  
Housing Director

cc: Household file  
Housing Commission  
Unified Legal Department

## **Housing Regulations**

### **Regulation # R700-01: HC-3**

#### **Chapter 3. Occupancy Procedures for Low Income and Tribally Owned Homes**

##### **Section 1. Authority; Purpose**

- 1-1. *Authority.* In accordance with sections 6.01(a) and (c) and 6.02(e) and (g) of the Housing 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 3 is to identify processes by which housing units are occupied and the general rules and conditions each applicant must abide by.
- 1-3. *Application of Chapter 3.* Chapter 3 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 managed by the Housing Department; and
  - c. Tribally owned low income rental units, manage by the Housing Department.

##### **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 purposes of all Housing Commission Regulations.
- 2-2. *Unlawful Entry.* An individual who is not listed on the lease or an approved guest of the lessor and is in a unit shall be determined to have made unlawful entry.
- 2-3. *Abandonment.* The absence of the tenant and all currently approved family members listed on the lease agreement from the dwelling unit, without providing notice to the Housing Department for a period of time that is in excess of thirty (30) calendar days.

##### **Section 3. Occupancy Standards**

- 3-1. *Number of Persons in Household.* Because of the limited availability of housing units, and in order to prevent overcrowding and to avoid under-utilization of a

housing unit, homes shall be assigned in accordance with the following schedule. The Housing Department may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
1 BR	1-3
2 BR	1-5
3 BR	2-8
4 BR	3-9
5 BR	4-10

- 3-2. *Maximum Occupancy - Elder Homes.* Notwithstanding anything to the contrary in section 3-1, the maximum occupancy of elder homes is three (3) persons per home.
- 3-3. *Maximum Occupancy – Elder Complex.* The maximum occupancy of elder complex is two (2) persons per one (1) bedroom apartment.

#### Section 4. Lease agreement

- 4-1. *Execution of the lease agreement.* Prior to occupancy of a home, the applicant shall execute a lease agreement with the Housing Department. This lease agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The lease agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse will sign the lease agreement within two (2) weeks of receipt of the lease agreement and the Housing Director will sign on behalf of the Tribe. At no time shall an applicant be allowed to move into the unit without a fully executed lease agreement. Failure to sign a lease agreement within the two (2) week period of time shall result in the applicant losing the opportunity to move into the unit and shall be placed at the bottom of the waiting list.
- 4-2. *Changes, modifications, and amendments to the lease agreement.* If the applicant is no longer a member of the household, or there is a transfer to another home, a new lease agreement shall be executed. The Housing Department may revise or adopt policies which affect the tenant's obligations and requirements under the lease agreement. Such changes do not require execution of a new lease agreement.
- 4-3. *Termination of lease agreement by the tenant.* The tenant may terminate the lease

agreement provided that a 30-day written notice is given to the Housing Department, and the procedures for termination contained in the lease agreement are followed.

4-4. *Termination of lease agreement by the Housing Department.* The Housing Department may terminate the lease agreement in accordance with the provisions contained in the lease agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the lease agreement shall be grounds for termination. The Housing Department shall issue a notice of breach to the tenant promptly after the occurrence of such a breach, notify the tenant of grievance procedures, and state the action required by the tenant to amend the breach. If the breach is not corrected to the satisfaction of the Housing Department, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the lease agreement.

4-5. *Rules for occupants.* The following rules for occupancy shall be included in the lease agreement.

a. *Principal residency requirement.* As a condition of occupancy, tenants are required to use the home as a principal residence, living in the home a minimum of ten (10) months of the year. Any temporary absence that is longer than fourteen (14) days must be placed in writing prior to departure and approved in writing by the Housing Department.

b. *Determination of abandoned unit.* A home which has been unoccupied for a period of more than thirty (30) calendar days without notice to the Housing Department may be determined to be abandoned and the tenant determined to be in breach of the lease agreement. Nothing shall preclude the Housing Department Maintenance staff from boarding up and/or changing locks to the unit to protect from unlawful entry or vandalism.

In the event the Housing Department determines that the dwelling unit has been abandoned, the Housing Department shall still send the tenant a Termination Notice. The notice shall cite the reason for termination of the rental lease agreement as “abandonment” and officially notifies the tenant that his/her rental lease agreement shall be terminated in thirty (30) calendar days.

c. *Business use of home.* The use of the home for operation of a business may be approved by the Housing Department under the following conditions:

1. *Request to operate business.* A request to operate a business out of the home shall be made in writing prior to the business being established.

2. *No retail outlet.* No retail outlet shall be allowed although



occasional customers are permissible.

3. *Factors to consider.* In making the decision, the Housing Department shall take into consideration the noise level, where the business will be located in the home, what type of business it is, and what impact the business will have on the home and the community. The operation of the business should not negatively impact the neighbor or surrounding community.
  4. *Decision and Appeal.* A written decision shall be made within thirty (30) days of the date of the request. A denial may be appealed to the Housing Commission and the request for an appeal must be submitted in writing within fifteen (15) calendar days of mailing of notice.
- d. *Structural modifications.* No tenant shall make any structural modifications or additions to the unit unless approved by the Housing Department. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the tenant is in full compliance with the terms of the lease agreement, the Housing Department may approve the request.
1. *Approvable alterations and additions.* Modifications that are approvable include, but are not limited to, energy conservation items, and adding an out building.
  2. *Tenant expense.* All costs and expenses incurred by the tenant in making modifications shall be solely the responsibility of the tenant.
  3. *Construction/Building Code requirements.* All construction shall be done in accordance with applicable building codes and ordinances. The Housing Department shall be given the opportunity to inspect the work during all phases of completion.
- e. *Damage to Property.* Tenants shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property. The head of household and spouse are responsible for all family members, tenants, and/or guests of their homes.
- f. *Public disturbance.* Tenants shall not engage in or permit their family, friends, or guests to engage in any type of activities which could cause a public disturbance to neighbors. The Housing Department shall maintain a record of all tenant complaints. Tenants that are cited three (3) or more times

for Public Disturbances within a twelve (12) month period may be subject to Termination of their Rental Lease Agreement.

- g. *Responsibility to provide utilities.* Unless otherwise provided for, it is the responsibility of the tenant to provide all utilities for the unit including deposits.
- h. *Rent.* All rent payments are due on the first (1<sup>st</sup>) day of the month without billing/prior notice.
- i. *Maintenance/appearance of the home and property.* The tenant shall provide all basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris, including abandoned or junk cars. The Housing Department shall monitor the condition of the unit through periodic inspections and drive-bys.
- j. *Pet/Animal control.* Tenants may have pets in accordance with the regulations set forth in Chapter 6. Where no regulations or written authorization has been granted, pets are prohibited.
- k. *Requirement to list occupants.* The tenant is required to list all occupants of the home on the family's admission application and provide updates for continued occupancy. Any change in occupants shall be reported to the Housing Department within fourteen (14) days.
- l. *Limitation to Visitation.* A head of household must notify the Housing Department of an adult visitor's stay that is more than ten (10) days. Unless the visitor can prove the following circumstances, he or she shall not stay longer than three (3) weeks in a six (6) month period. If an individual stays longer than three weeks, he or she must be included as an occupant of the home and their income must be reported to the Housing Department and included in the household income.
  - 1. If a visitor is required to remain in the home for more than three (3) weeks in order to provide long term care to the tenant, then the following procedures apply:
    - i. The visitor shall contact the Housing Department prior to the expiration of the three-week limitation period and request an extension to remain in the household. The visitor shall describe the circumstances that apply to the request for extension, and the Housing Department shall have the right to request reasonable documentation in order to verify the necessity of long term in-home assistance.

ii. The Housing Department shall be authorized to grant a request for an extension up to an additional three (3) month period. Any decision to grant or deny a request shall be in writing and shall be hand delivered or sent via mail to the individual making the request within five (5) calendar days.

iii. If the request is denied by the Housing Department, the visitor shall have the right to appeal the decision to the Housing Commission within fifteen (15) calendar days of the date the Housing Department delivered its decision to the individual making the request. The visitor may request that to be allowed to appear before the Commission at a closed session hearing, or may ask that the Housing Commission convene a hearing and render a decision based on the documentary evidence. The Housing Commission shall, in all events, hold the hearing at the next regularly scheduled meeting.

iv. The decision of the Housing Commission shall be final.

2. Under extraordinary circumstances, the Housing Department and Housing Commission shall have the right to grant extensions for reasons other than providing long-term care to a tenant in accordance with the above procedures.

3. Visitors that are minors are exempted from this section.

m. *Tenant responsibility for children and guests.* The tenant and members of the household are responsible for all actions of the tenants, guests, and children of the home and may be held accountable for such actions.

n. *Inspections.* The tenant shall permit the Housing Department to periodically inspect the home and grounds.

o. *Counseling.* The tenant and all adult members of the household are required to attend all mandatory-counseling sessions scheduled by the Housing Department. The tenant may be required to attend individual counseling sessions as a condition of continued occupancy.

p. *Prohibition of illegal activities.* Any conviction, including no contest pleas, for criminal activity, specifically drug related crimes, domestic violence and child abuse may be grounds for immediate termination in accordance with the lease.

q. *Insurance.* The Housing Department shall provide required insurance on the

unit structure including fire coverage of the home, NOT its contents. The tenant will have to secure their own insurance for personal property/contents. It is the tenant's responsibility to report all damages to the unit so claims can be processed in a timely manner.

- r. *Re-certification requirements.* The tenant is required to update relevant information regarding income, family composition, payment, rent calculations, etc. at a minimum on an annual basis. If any types of these changes occur in the household prior to the re-certification, the head of household must inform the Housing Department within seven (7) calendar days. Failure to update this information within seven (7) calendar days is grounds for eviction from the unit.
- s. *Prohibition of subleasing.* The tenant shall not take in boarders or sublet the unit.
- t. *Security deposit.* The tenant is required to pay a security deposit in the amount of one month's rent. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the Housing Department and lease agreement have been satisfied.
- u. *Other responsibilities/obligations under lease.* The tenant is responsible for complying with all other responsibilities/obligations stated in the lease.
- v. *Other Housing Department requirements.* The Housing Department may have additional requirements that would be necessary given each individual situation.
- w. *Noise.* Tenants shall exercise extreme care not to disturb other tenants with Excessive noise.
- x. *Vehicles.* Valid license plate/registration.
  - 1. Only those vehicles with a valid license plate/registration and are in running (operable) order shall be allowed on Housing Department property. Both the license and registration must be current.
  - 2. Vehicles without a valid license/registration or those that are inoperable are considered to be "junk cars" and subject to removal from the property.
  - 3. *Inoperable vehicles.* Tenants shall not (nor shall they allow family, friends, relatives) to park/store wrecked, inoperable, or non-licensed vehicles within the community. Vehicles that are

observed to be in community housing area for more than thirty (30) calendar days, which appear to be unlicensed, inoperable or abandoned shall be removed from the premises and properly disposed of.

If a tenant fails to remove said vehicle ten (10) calendar days after being notified in writing by the Housing Department, then the Housing Department shall make arrangements to have the vehicle removed at the tenant's expense.

4. *Parking.* Vehicles shall be parked in designated parking areas only not on the sidewalk or lawn. Parking on sidewalks or the lawn is strictly prohibited. Failure to park in designated areas can result in public safety issuing a citation and/or the vehicle being towed away at the owner's expense. Tenants are limited to four (4) vehicles per home site. Tenants that have additional vehicles on the home site on a permanent basis, shall provide the Housing Department with documented need.
5. *Recreational Vehicles.* The storage/parking of boats, boat trailers, camping trailers, snowmobiles and other recreational vehicles on any street or home site within the community is allowed. These vehicles must be operational with a valid license and registration.

## **Section 5. Certification Process (See 24 CFR Part 1000.128)**

- 5-1. *Annual reexamination.* Tenants are required to re-certify on an annual basis. The Housing Department shall follow these procedures for the annual reexaminations.
  - a. *Scheduling.* The date for re-certification will be at least fifteen (15) days before the end of the lease agreement. Re-certification includes verifying information needed to determine rent payments and other vital information concerning the family's composition and records. The Housing Department shall notify the tenant in writing of the need to re-certify and set a date and time for the re-certification.
  - b. *Notice of changes.* Within ten (10) business days of the completed re-certification process, the tenant shall be informed in writing of any changes in the required monthly rent and the effective date of these changes.
  - c. *Adjustments to rent payments.* After the annual re-certification process is complete, an adjustment in rent amount will be made effective the month immediately following the re-certification. Increased rent adjustments will be made retroactively unless the Housing Department determines that re-certification was delayed by the Housing Department and that the tenant was

in no way at fault. Decreased rent adjustments will be made retroactively only if the Housing Department determines that the re-certification was delayed by the Housing Department and that the tenant was in no way at fault.

- d. *Other required information.* The tenant may be required to submit additional information at re-certification if the Housing Department deems it necessary to complete the family's records or to assist in determining income and rent. Information that may be required includes, but is not limited to, social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.
  - e. *Proof of Continuing Disability.* The Housing Department shall request proof of continuing disability for occupancy in the tribally owned ADA-equipped homes at least annually.
- 5-2. *Interim re-examination.* The tenant may request a re-examination of income and/or re-certification if circumstances have occurred which would affect the monthly-required rent by increasing or decreasing it. Examples include, but are not limited to, raises, loss of job, new job, and an additional occupant in the home. The Housing Department will process these requests on a first-come, first-served basis. At no time will this take place on a monthly basis due to monthly fluctuations, the recertification process is to determine the monthly amount over a twelve (12) period.
- 5-3. *Special re-examinations.* If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the Housing Department may set a date for a special re-examination, when the family's economic condition is likely to be more stable. The Housing Department may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed.
- 5-4. *Adjustments due to errors.* If the Housing Department made an error in calculating a tenant's rent that was subsequently discovered by either the Housing Department or tenant, a retroactive adjustment shall be made to the effective date of the improper adjustment. Errors which are caused by the tenant may also be made retroactive if the Housing Department feels that the errors were committed willfully, in an effort to receive a reduced rent.
- 5-5. *Failure to comply or properly report information required.* If a tenant fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease and is grounds for termination of the lease agreement. Providing false information to or withholding information from the Housing Department may be considered fraud, which is a crime punishable under the law. If a tenant fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of

information. If the tenant fails to meet the deadline, the Housing Department shall notify the tenant of the breach of the lease agreement and proceed with eviction procedures outlined in the lease agreement.

- 5-6. *Suspension of payments.* The Housing Department may suspend the required monthly rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The tenant may request the suspension of all or part of the rent and the Housing Department shall approve or disapprove the request and notify the tenant in writing of the determination.

## **Section 6. Home Inspections**

- 6-1. *Initial Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by the tenant. The tenant shall be permitted to have a representative of their choice present at the initial inspection to assist them.
- 6-2. *Documentation of conditions.* At the conclusion of the initial inspection and within seven (7) calendar days, the tenant shall sign an inspection report detailing any deficiencies in the home. At their discretion the Housing Department shall address correctable deficiencies noted within a reasonable amount of time.
- 6-3. *Homecare Procedures.* The Housing Department may provide the tenant with tenant training sessions that cover the obligations of the tenant and proper home care procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.
- 6-4. *Annual inspection.* After the initial inspection is completed, inspections shall be conducted by the Housing Department on an annual basis.
- a. *Notification.* The Housing Department shall provide the tenant with written notification of the scheduled inspection at least fifteen (15) calendar days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the lease agreement and give the date and time of the inspection.
  - b. *Inspection procedure.* The Housing Department shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the home. The tenant shall sign the inspection report, which contains the results of the inspection.
  - c. *Deficiencies.* If the inspection reveals any deficiencies in the condition of the home, the tenant shall be given thirty (30) calendar days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

- d. *Follow-up inspection.* The Housing Department shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and given the opportunity to be present at the inspection. If the tenant has not corrected the deficiencies, the Housing Department may terminate the lease in accordance with the terms of the lease agreement, or perform the necessary work and charge the tenant.
- 6-5. *Special inspections.* In addition to the annual inspection, special inspections may be required by the Housing Department if the tenant has received unfavorable inspection reports in the past or if the Housing Department receives information that warrants a special inspection. Special inspections may be required as a condition of initial occupancy if the tenant has a poor record of homecare at past residences. Written notice shall be provided 24 hours prior to the inspection.
- 6-6. *Move-out inspections.* Upon termination of the lease, the Housing Department shall conduct a move-out inspection. The tenant or representative shall be given notice of the inspection so that they may be present at the inspection. The Housing Department shall prepare an inspection report to be signed by the tenant. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the tenant fourteen (14) calendar days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the Housing Department shall correct the deficient items and charge the tenant's security deposit account for the work. If the amount of the work exceeds the tenant's available balance, the Housing Department shall bill the tenant for the amount outstanding.

## **Section 7. Transfer policy**

- 7-1. *Requirements for transfer.* Any tenants requesting a transfer to another home must do so in writing. All transfers are subject to availability of another home. The Housing Department may approve transfers for the following: size of unit not compatible, change in income level, employment and/or education. Two families may transfer (trade) units if both parties agree that it is in their best interest, and the Housing Department approves.
- 7-2. *Families must be up-to-date on rent.* In order to transfer, a family must be up-to-date on the rent for the home they are currently occupying.
- 7-3. *Maintenance and repairs performed.* All necessary repairs and rehabilitation of the unit shall be charged to the current tenant prior to move-out. If the total amount of charges is unclear, a good faith estimate shall be provided by the Housing Department.
- 7-4. *Exceptions to Transfer.* No reason is required for Elders that are residing in the Aki Maadiziwin Community to request a transfer into an Elder designated home.



## **Section 8. Adoption; Amendment; Repeal**

- 8-1. *Adoption.* This Chapter is approved by the Housing Commission on April 1, 2021 and approved by the Tribal Council on, by resolution #.
- 8-2. *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 be approved or adopted in the same manner as set forth in section 8-1.
- 8-3. *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.
- 8-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the spirit of this regulation rather than complete compliance is acceptable.
- 8-5. *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.
- 8-6. *Effective Date.* This Regulation and any amendments thereto shall be effective as of the date indicated in Tribal Council's implementing Resolution.

**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.* Three (3) 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 tenant 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; \$250.00 if the tenant has two (2) pets; \$350.00 if the tenant has three (3) pets; \$500.00. 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 tenant must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The tenant 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. The tenant must provide proof of spayed status before receiving written authorization to have a pet. 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, 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 tenants' 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. Disturbance of peaceful enjoyment of the community includes, but is not limited to, barking or other noises. Unreasonable barking or other noises shall mean barks, bays, cries, howls or other noises that are continuous or incessant for a period of 30 minutes or intermittent for a period of one hour or more. Barking noises shall not be considered unreasonable if the animal is responding to a trespass or attempted trespass. 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 tenant 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 tenant 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 2019-1205-08 on December 5, 2019 and approved by the Tribal Council on by Resolution #21
- 5-2. *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 5-1.
- 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.



**Little River Band of Ottawa Indians**  
**Housing Department**  
Mailing Address: 2608 Government Center Drive  
Physical Address: 2953 Shaw Be Quo ung  
Manistee, Michigan 49660  
231-723-8288

**HOUSING DEPARTMENT**  
**Report to Housing Commission**  
**For January 2022**

**Department Overview**

**Goals:** To promote affordable housing opportunities for all Little River Band Tribal Members.

**Objectives:** To provide our goals in a fair and equitable way to all members.

**I. Housing Activities.**

**A.** During the month, the Department performed the following activities.

Lease renewals due during the month: 6

Leases renewed: 6

New leases: 0

Annual Inspections: 0 (Annual inspections on hold still due to COVID)

Move-out Inspections: 0

Move outs: 0

Transfers: 2

**B.** Down Payment and Closing Cost assistance grant (HI 100).

Applications received this month: 1

Total Number of Awards made during the Year: 0

Total Amount of Awards for the Year: 0

**C.** The vacant maintenance position has not been filled; the position has been reposted.

**D.** The vacant Housing Specialist position has been posted and is due to come down on 2/9 for tribal membership.

**E.** Housing Director has requested for technical assistance from National American Indian Housing Council (NAIHC) for assistance on self-monitoring of housing programs to include assistance with policy changes, admissions and occupancy for new staff member, NAHASDA policy assurance for housing programs.

**II. Rental Payment Information for the Month.**

**A.** Notice of Delinquency issued: 7

**B.** Termination Notice(s) issued: 4

**C.** Notice(s) to Vacate or Renew: 0

**D.** Court Filing(s): 0

**III. Condition of Properties.**

**A.** Nothing major has occurred this month regarding our units.

**B.** Maintenance currently has 1 unit to complete for a move in at this time.

**C.** Maintenance has been busy with snow removal over the past month in an attempt to keep the roads clear and safe for residents.

**IV. Number of Units and Vacancies.**

LRBOI Housing Department has 81 rental units in total of which 79 were rented giving us an occupancy rating of 98%.

**A. Aki has 55 income based rental units of which 54 were rented during the month as follows:**

1. Aki has 9 low income elder designated rental units and 9 units are rented. February
2. Aki has 2 low income elder ADA designated rental units and 2 are rented.
3. Aki has 28 low-income family rental units and 28 are rented.
4. Aki has 6 low income family ADA rental units and 6 are rented.
5. Aki has 10 low income elder designated apartment rental units and 9 units are rented.

**B. Aki has 26 Fair Market rentals and 25 are rented.**

**V. Significant Problems and Accomplishments.**

- A. A total of \$76,489.98 has been spent out of the Emergency Rental Assistance program leaving a balance of \$305,749 still available in the program.

**VI. Plans for the Future.**

- A. Housing Director is working on program policy to start a new Home Improvement Program from funds received from the BIA. This program was once available years ago but was not utilized, we will attempt to assist tribal members again with the program that is directed to very low income participants.
- B. Housing Director will be working on program policy to start a new program that will need to be approved by TC to hopefully use ARP funds to do a down payment program that offers tribal members a larger down payment assistance.

**VII. Other Information.**

- A. Housing Director will be busy in February with annual reports due to HUD for open grants as the Annual Performance Reports are due for 3 grants and the quarterly report is due to the ERA program through the Treasury department.

**End of Report**  
**Tara Bailey, Housing Director**  
February 11, 2022





## **Little River Band of Ottawa Indians**

### **Housing Department**

Mailing Address: 2608 Government Center Drive

Physical Address: 2953 Shaw Be Quo ung

Manistee, Michigan 49660

231-723-8288

### **HOUSING DEPARTMENT Report to the Housing Commission For February 2022**

#### **Department Overview**

**Goals:** To promote affordable housing opportunities for all Little River Band Tribal Members.

**Objectives:** To provide our goals in a fair and equitable way to all members.

#### **I. Housing Activities.**

- A. During the month, the Department performed the following activities.
  - Lease renewals due during the month: 8
  - Leases renewed: 7
  - New leases: 1
  - Annual Inspections: 1
  - Move-out Inspections: 1
  - Move outs: 1
  - Transfers: 0
- B. Down Payment and Closing Cost assistance grant (HI 100).
  - Applications received this month: 2
  - Total Number of Awards made during the Year: 1
  - Total Amount of Awards for the Year: \$5000
- C. The vacant maintenance position has not been filled; the position has been reposted.
- D. The vacant Housing Specialist position has been posted and is due to come down on 2/9 for tribal membership. UPDATE: Interviews taking place first part of March.
- E. Housing Director has been busy working on Annual Performance Reports that are due to HUD on 3/31/22, will be posted for membership comments first part of March.
- F. Tribal Council has approved Chapters 3 and 6 on 2/9/22, the Housing Department mailed out the new regulations to residents on 2/21/22. We have had 3 requests from Elders to be put on the waiting list for a transfer to an Elders designated unit since the new regulations have been approved.
- G. Housing Director will be presenting to the Housing Commission in March a suggestion of approving a form for resident to sign when entering a lease that will provide Housing with a Contact in Event of Death. Unfortunately, with COVID we have lost residents and with nothing in place, it has been a challenge as to who has the responsibility of removing the past residents' belongings.

#### **II. Rental Payment Information for the Month.**

- A. Notice of Delinquency issued: 13
- B. Termination Notice(s) issued: 5
- C. Notice(s) to Vacate or Renew: 0
- D. Court Filing(s): 0

#### **III. Condition of Properties.**

- A. Nothing major has occurred this month regarding our units.

- B. Maintenance currently has 2 units to complete for a move in at this time.
- C. Maintenance has been busy with snow removal over the past month in an attempt to keep the roads clear and safe for residents.

**IV. Number of Units and Vacancies.**

LRBOI Housing Department has 81 rental units in total of which 79 were rented giving us an occupancy rating of 98%.

**A. Aki has 55 income based rental units of which 55 were rented during the month as follows:**

- 1. Aki has 9 low income elder designated rental units and 9 units are rented.
  - 2. Aki has 2 low income elder ADA designated rental units and 2 are rented.
  - 3. Aki has 28 low-income family rental units and 28 are rented.
  - 4. Aki has 6 low income family ADA rental units and 6 are rented.
  - 5. Aki has 10 low income elder designated apartment rental units and 10 units are rented.
- B. Aki has 26 Fair Market rentals and 24 are rented.**

**V. Significant Problems and Accomplishments.**

- A. A total of \$ \$22,290.72 was spent out of the Emergency Rental Assistance program in February, leaving a balance of \$283,458 still available in the program.

**VI. Plans for the Future.**

- A. Housing Director is working on program policy to start a new Home Improvement Program from funds received from the BIA. This program was once available years ago but was not utilized, we will attempt to assist tribal members again with the program that is directed to very low-income participants.
- B. Housing Director will be working on program policy to start a new program that will need to be approved by TC to hopefully use ARP funds to do a down payment program that offers tribal members a larger down payment assistance.
- C. For winter months of 2022-2023, the Housing Director found out that the BIA roads program can assist with purchasing salt for the roads that the Housing Department has tasked with keeping clear and safe during the winter months. The additional purchasing of salt will allow for more salting of the main roads than in previous years.

**VII. Other Information.**

In the month of March, the Housing Department will start again with annual inspections of units during the lease renewal process.

**End of Report**  
**Tara Bailey, Housing Director**  
March 3, 2022

### **Landlord Request for Contact in Event of Death**

Tenant may complete and return the following contact information for an authorized person for Landlord to contact in the event of Tenant's death. MCL 600.2918(3)(d)(i). Tenant will provide Landlord with an update to this form if Tenant's emergency contact information changes.

In the event of Tenant's death, Landlord may contact:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

## **Checklist for Landlords to Take Possession After the Death of a Tenant**

### **During the lease term**

- ☐ The tenant had been informed in writing of the tenant's option to provide contact information for an authorized person to contact in the event of tenant's death.
- ☐ Current rent has not been paid.
- ☐ The landlord believes in good faith that the tenant has been deceased for at least 18 days.
- ☐ The landlord believes in good faith that there is no surviving tenant living in the premises.

### **After 18 days following the tenant's death and not less than 10 days before entering to take possession**

- ☐ Make a reasonable attempt to contact the authorized person designated by the tenant.
- ☐ Request that the authorized person open a probate estate for the tenant within 28 days after the tenant's death.
- ☐ Place a notice on the door of the premises stating that you intend to reenter, take possession of the premises, and dispose of the contents after 10 days have elapsed.
- ☐ Send by mail and fax a notice one of the county public administrators stating the following:
  - ☐ You believe that tenant is deceased and that you intend to reenter, take possession, and dispose of its contents if a probate estate is not opened
  - ☐ Tenant's name
  - ☐ Address of the property
  - ☐ Date you intend to enter the premises to remove and dispose of its contents
- ☐ If the landlord has not been notified in writing of the existence of a probate estate opened in another county and the name and address of the personal representative, confirm that neither the public administrator, the authorized contact person, or any other person have opened a probate estate for the deceased tenant in the county where the property is located.