

**TITLE V
HOUSING AUTHORITY**

**CHAPTER 1
GENERAL PROVISIONS**

Section 5-1-1. Purpose. This Title shall be interpreted and construed to fulfill the following purposes:

1. To remedy unsafe and unsanitary housing conditions that are injurious to the public health, welfare, safety, and morals;

2. To remedy the outstanding shortage of decent, safe, and sanitary housing in the territory of the Tribe among persons of low income and the issues associated with such shortage;

3. To better Tribal economic security and health and welfare, especially housing, while ensuring lawfulness, fairness, transparency, and accountability;

4. To encourage private homeownership and make Tribal lands available to members of the Tribe for residential purposes;

5. To establish a housing authority of the Tribe and set forth the purposes, powers and duties of such housing authority;

6. To coordinate and administer expending and providing housing funds to other Tribal, local, nonprofit and for-profit housing organizations for the benefit of the Tribe and residents of the territory of the Tribe in accordance with Indian housing plans prepared pursuant to federal law;

7. To provide employment opportunities through the acquisition, construction, reconstruction, improvement, extension, alteration, repair, and operation of housing in the territory of the Tribe; and

8. To set forth the law governing the occupation of and eviction from dwelling units owned or managed by the Northern Ponca Housing Authority.

Section 5-1-2. Applicability.

1. This Title applies to, regulates, and determines rights, obligations, and remedies under a lease or tenancy for a dwelling unit where the Authority is the landlord, owner, or manager of the

premises and the premises subject of the lease or tenancy are located within the territory of the Tribe.

2. Where a law or regulation of the United States government applies to the renting, leasing, occupying, or using of premises where the Authority is the landlord, such law or regulation shall govern the renting, leasing, occupying, or using of such specific premises in addition to this Title and no provision of this Title shall be deemed inapplicable to the renting, leasing, occupying, or using of such specific parcel unless such provision is specifically superseded by or directly contrary to such law or regulation.

Section 5-1-3. Declaration of Need. It is hereby declared:

1. That there exists in the territory of the Tribe unsanitary, unsafe, and over-crowded dwelling accommodations resided in by members of the Tribe;

2. There is a shortage of decent, safe, and sanitary dwelling accommodations available at rents or prices which persons of low income can afford and such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations;

3. That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare and necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

4. That the shortage of decent, safe, and sanitary dwelling accommodations for persons of low income cannot be relieved through the operation of private enterprises;

5. That the providing of decent, safe, and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;

6. That residential construction activity and a supply of acceptable housing are important factors to general economic activity;

7. The undertakings authorized by this Title to aid the production of better housing and more desirable neighborhoods and community developments at lower costs will make possible a more

stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and

8. That as a matter of legislative determination, the enactment of this Title is necessary in the public interest.

Section 5-1-4. Definitions. Unless the context requires otherwise or another definition is provided for a particular chapter or section, in this Title:

1. "Authority" means the Northern Ponca Housing Authority and, where provisions of this Title apply to the Authority as landlord, includes any entity in which the Authority is a managing partner, member, or owner.

2. "Dwelling unit" means property leased to a tenant for use as a home, residence, or sleeping place by an individual or two or more individuals who maintain a common household, regardless of their relationship to each other, and includes:

a. A single family residence, together with fixtures and appurtenances, the land on which it is located, and any other structure on the land; and

b. A structure or part of a structure in which the tenant resides, together with fixtures and appurtenances, and any other area of the land on which the structure is located to which the tenant is given an exclusive right of possession during the term of the lease, including a designated parking space or storage area.

3. "Executive Director" means the Executive Director of the Authority.

4. "Good Faith" means honesty in fact in the conduct of the transaction concerned.

5. "Lease" means all tenancies and agreements, written or implied by law between the Authority and in which the Authority rents a dwelling unit to the tenant and includes a lease-to-own agreement, an amendment to the lease, and valid rules and regulations adopted by the Authority as provided in this Title.

6. "Periodic tenancy" means a tenancy created under a lease or arising by operation of law for month to month, week to week, or other successive periods.

7. "Premises" means a dwelling unit and/or any structures, parts, and appurtenances thereof, including, but not limited to, furniture and utilities where applicable, grounds, areas, existing facilities, and, to the extent owned by the Authority, any structure of which the premises is a part, including any area and structure associated with the structure in which the premises is located and held out by the Authority for the use of tenants generally.

8. "Rent" means all payments, except security deposits and damages, to be made to the Authority under a lease, including required fees.

9. "Security deposit" means funds other property provided to the Authority to secure payment or performance of a tenant's obligations under a lease and the identifiable proceeds of the funds or property, however denominated, and which is to be returned to the tenant upon termination of the lease, but does not include rent.

10. "Tenancy for a fixed term" means a tenancy under a lease for a fixed or computable period, regardless of the length of the period.

11. "Tenant" means:

a. A person that is a party to a lease of a dwelling unit with the Authority and is entitled to possession of the dwelling unit;

b. An assignee or sublessee of a tenant which has possession of the dwelling unit with the Authority's consent; and

c. A person who is a party to a mutual help and occupancy, lease purchase homeownership program, or similar agreement with the Authority as the home buyer, but has not yet obtained title to or ownership of the dwelling unit.

12. "United States government" means the government of the United States of America, including the Department of Housing and Urban Development ("HUD") and other agencies, instrumentalities, corporations, and entities of the United States of America.

Section 5-1-5. Severability. If any chapter, section or provision of this Title or amendment made by this Title is held invalid, the

remaining chapters, sections and provisions of this Title and amendments made by this Title shall continue in full force and effect.

Section 5-1-6. Sovereign Immunity. Nothing in this Title shall be construed as limiting, waiving or abrogating the sovereignty or the sovereign immunity of the Tribe or any of its agencies, departments, enterprises, agents, officers, officials or employees.

**CHAPTER 2
NORTHERN PONCA HOUSING AUTHORITY**

Section 5-2-1. Definitions. Unless the context requires otherwise or another definition is provided for a particular section, in this Chapter:

1. "Board" means the Board of Commissioners of the Authority.

2. "Commissioner" means a member of the Board.

3. "Homebuyer" means an individual who has executed a lease-purchase agreement or other binding agreement to purchase a housing unit from the Authority and who has not yet achieved homeownership.

4. "Housing project" means:

a. Any work or undertaking to provide, or assist in providing, by any suitable method, decent, safe, and sanitary dwelling units, apartments, or other living accommodations for persons of low income, including but not limited to:

i. By rental or sale of individual units in single or multi-family structures under conventional condominium or cooperative sales contracts or lease-purchase agreements, loans or subsidizing of rents or housing charges; and

ii. Acquiring buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, utilities, parks, site preparation, landscaping, and administrative, community, health, recreational, welfare or other purposes;

- b. Planning of buildings and improvements;
- c. Acquisition of property or any interest therein;
- d. Demolition of existing structures;
- e. Construction, reconstruction, rehabilitation, alteration or repair of improvements or other property;
- f. All other work and services provided in connection with a housing project; and
- g. All other real and personal property and tangible or intangible assets held or used in connection with a housing project.

5. "Obligation" means any note, bond, interim certificate, debenture, or other form of obligation issued by the Authority pursuant to this Title.

6. "Obligee" includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a housing project, or any assignee of such lessor's interest or any part thereof.

7. "Participant" means a person who participates in a program or housing project of the Authority as a beneficiary of such program or housing project.

8. "Persons of low income" means persons whose income does not exceed the level set by applicable program requirements.

9. "Property" means land, buildings, or other real property owned or leased by the Authority and includes lands of the Tribe assigned to or for the use of the Authority, whether in fee, trust, or restricted status.

Section 5-2-2. Establishment.

1. There is hereby established a housing authority to be known as the Northern Ponca Housing Authority as an instrumentality of the Tribe, under the authority of the Tribe, and delegated the powers, duties, and responsibilities set forth in this Title and as otherwise provided by the laws of the Tribe.

2. The Authority shall consist of a Board of Commissioners, Executive Director and such other personnel and employees as may be required.

3. The Authority shall be the tribally designated housing entity of the Tribe and shall have perpetual succession in its legal name.

4. The Authority shall require any officer, personnel or employee, including Commissioners, who will handle monies or revenues, sign checks, or verify vouchers to be bonded and/or insured in an amount determined by the Board with any premiums for such bonding and/or insurance to be paid from the Authority's budget.

Section 5-2-3. Board of Commissioners.

1. The Board shall manage the affairs of the Authority in accordance with this Title.

2. The Board shall consist of five (5) members appointed by the Tribal Council from geographic districts as follows:

a. One (1) Commissioner from District 1, which shall be comprised of the area consisting of Boyd, Knox, and Holt Counties of Nebraska, Charles Mix County of South Dakota, and Woodbury County of Iowa;

b. One (1) Commissioner from District 2, which shall be comprised of the area consisting of Douglas, Burt, and Sarpy Counties of Nebraska and Pottawattamie County of Iowa;

c. One (1) Commissioner from District 3, which shall be comprised of the area consisting of Lancaster and Hall Counties of Nebraska;

d. One (1) Commissioner from District 4, which shall be comprised of the area consisting of Madison, Stanton, Platte, and Wayne Counties of Nebraska; and

e. One (1) Commissioner at large.

3. Each Commissioner shall represent his or her respective District, except that the at-large Commissioner shall represent all areas within the territory of the Tribe where the Authority conducts housing activities.

4. The Tribal Council shall conduct interviews for all appointments to the Board. Upon appointment, the Secretary of the Tribal Council shall issue a certificate of the appointment, which shall be conclusive evidence of the due and proper appointment of the Commissioner.

Section 5-2-4. Qualifications.

1. To be qualified to be appointed a Commissioner, a person shall:

a. Be at least the age of twenty-five (25) years;

b. Not have plead guilty or no contest or been convicted of any felony, any sex-related offense, or any civil or criminal offense involving dishonesty or fraudulent representation to any persons;

c. Unless the Commissioner is an at large Commissioner, physically reside in the geographic district which the Commissioner would represent;

d. Not be a member of the Tribal Council or an employee or contractor of the Authority;

e. Not have an immediate family member currently serving as a Commissioner;

f. Be willing and able to comply with the ethical duties of Commissioners, as defined in this Chapter;

g. Be willing and able to perform the Board's duties in compliance with the laws of the Tribe; and

h. Have the time available to actively fulfill the duties of a Commissioner.

2. No person shall be barred from serving as a Commissioner on the grounds that he or she is a tenant, participant, or homebuyer of the Authority.

Section 5-2-5. Term of Office.

1. The term of office for Commissioners shall be four (4) years and staggered such that each year the term of one (1) Commissioner shall expire, except that, every fourth (4th) year, the terms of two (2) Commissioners shall expire.

2. The term of office of each Commissioner shall begin on June 1 and end on May 31 of the year the Commissioner's term expires.

3. Any Commissioner may be appointed to additional terms on the Board in accordance with this Title.

Section 5-2-6. Compensation. Commissioners shall be compensated at a rate set by the Tribal Council. In addition, Commissioners shall be paid for mileage for every Board meeting attended in accordance with the rules applicable to and at the standard rate established for Tribal officers and employees.

Section 5-2-7. Resignation and Removal.

1. Any Commissioner may resign from his or her position by delivering a written resignation to the Tribal Council.

2. The Tribal Council may, by majority vote, remove a Commissioner for any the following:

- a. Violating or permitting violation of this Title;
- b. Neglect of duty or serious inefficiency;
- c. Malfeasance or misfeasance in the handling of Authority matters;
- d. Acceptance or solicitation of bribes;
- e. Violation of the ethical duties or conflict of interest provisions of this Chapter;
- f. Unexcused absence from three (3) or more Board meetings in a one (1) year period;
- g. Any crime committed against the Tribe which results in a conviction or admission of guilt; or
- h. Upon the happening of any event which would have made the Commissioner ineligible for appointment if the event had occurred prior to appointment.

3. The Tribal Council shall remove a Commissioner only after providing the Commissioner:

a. Written notice, which shall include the specific charges against him or her and the date of a hearing before the Tribal Council; and

b. A hearing before the Tribal Council no sooner than ten (10) days after written notice has been provided to the Commissioner.

4. At any hearing to remove a Commissioner, the Commissioner shall have the opportunity to be heard in person or through legal counsel and to present witnesses on his or her behalf. In the event the Tribal Council votes to remove the Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed with the Secretary of the Tribal Council.

5. The Tribal Council's decision to remove a Commissioner shall be final and not subject to challenge, review, or appeal.

Section 5-2-8. Vacancies. In the event of a vacancy on the Board, whether by removal, resignation or otherwise, the Tribal Council shall appoint a replacement to serve the remaining term of the Commissioner being replaced. In the event of an emergency vacancy, the Tribal Council may hold a special meeting to fill the vacancy.

Section 5-2-9. Officers.

1. The Board shall elect from its members a Chairperson, Vice-Chairperson, Secretary, and Treasurer at its first meeting after June 1 of each year. In the event of a vacancy in the position of any officer of the Board, the Board shall elect a replacement at the next meeting of the Board.

2. The Chairperson shall call and preside over meetings of the Board. The Chairperson shall report to the Tribal Council as required.

3. The Vice-Chairperson shall serve in the absence of the Chairperson.

4. The Secretary shall be responsible for assuring the timely and proper production, distribution, and storage of all written records of the Board. The Secretary shall keep full and accurate records of all meetings and actions taken by the Board. The Secretary shall preside over any meetings where both the Chairperson and Vice-Chairperson are absent.

5. The Treasurer shall be responsible for assuring the timely and proper production, distribution, and storage of all financial records of the Board and shall keep informed about the Authority's expenditures and budget.

Section 5-2-10. Ethics. Commissioners shall:

1. Avoid the appearance of impropriety;
2. Not act in an official capacity when a matter before the Board directly and specifically affects a Commissioner's own interests or the interests of his or her immediate family;
3. Not attempt to exceed the authority granted to Commissioners by this Title;
4. Recognize that the authority delegated by this Title is to the Board as a whole, not to individual Commissioners and, accordingly, the powers of the Board may only be exercised by the Board acting through the procedures established by this Title;
5. Not take action on behalf of the Board unless authorized to do so by the Board;
6. Not involve the Board in any controversy outside the Board's duties; and
7. Hold all confidential information revealed during the course of Authority business in strict confidence and discuss or disclose such information only to persons who are entitled to the information and only for the purpose of conducting official Authority business.

Section 5-2-11. Recusal.

1. No Commissioner shall participate, except as a tenant, participant, or homebuyer of the Authority, in any action or decision by the Board:
 - a. Concerning any matter involving the individual rights, obligations, or status of the Commissioner or a member of his or her immediate family as a tenant, participant, or homebuyer of the Authority; or
 - b. Where such Commissioner would have a conflict of interest as set forth in this Title and the code of standards of conduct of the Authority.

2. Nothing in this Section shall preclude a Commissioner from participating in any action or decision by the Board which generally affects all tenants, participants, or homebuyers of the Authority, regardless of whether the Commissioner or a member of his or her immediate family is a tenant, participant, or homebuyer of the Authority.

3. A Commissioner may voluntarily recuse himself or herself and decline to participate in any action or decision by the Board when the Commissioner, in his or her own discretion, believes:

a. That he or she cannot act fairly or without bias;
or

b. That there would be an appearance that he or she could not act fairly or without bias.

Section 5-2-12. Quorum. Three (3) Commissioners shall constitute a quorum for conducting business.

Section 5-2-13. Meetings.

1. The Board shall hold meetings at regular intervals in accordance with the bylaws of the Authority.

2. The Chairperson of the Board shall have the authority to call a meeting of the Board as he or she sees fit upon forty-eight (48) hours written notice. The Board, by unanimous consent or appearance at a meeting, may waive any notice requirement.

3. The Board may hold emergency meetings in accordance with the bylaws of the Authority.

4. The Board may conduct a meeting exclusively by telephone, video conference, or other electronic means provided that the notice of the Board meeting provides the manner in which the meeting will be conducted and includes information on how a person may attend the meeting, such as a telephone number for participation in the meeting.

5. All decisions and actions of the Board shall be made by no less than a majority vote of the Commissioners attending the meeting, provided a quorum is present, unless otherwise provided in this Title or the bylaws of the Authority.

6. Matters dealing with personnel, enforcement, individual tenants, participants, or homebuyers, or other confidential matters shall be conducted in executive session and shall not be open to the public.

Section 5-2-14. Disbanding of Board.

1. The Tribal Council may disband the Board by an affirmative vote of two-thirds (2/3) of the entire Tribal Council excluding any vacant seats.

2. No notice or hearing shall be required for the Tribal Council to disband the Board.

3. In the event the Tribal Council disbands the Board, the affairs of the Authority shall be managed by the Tribal Council in accordance with this Title until the Tribal Council appoints a new Board.

4. The Tribal Council's decision to disband the Board shall be final and not subject to challenge, review, or appeal.

Section 5-2-15. Powers and Duties. The power, authority and duties of the Authority shall be as follows:

1. To adopt and use a seal;

2. To enter into agreements, contracts and understandings with any government or governmental agency, or with any person, partnership, or corporation;

3. To agree to any condition attached to financial assistance so long as said condition does not conflict with this Title or any other law of the Tribe;

4. To agree, notwithstanding anything to the contrary contained in this Title or in any other provision of applicable law, to any conditions attached to financial assistance relating to the determination of prevailing salaries, wages, or payment compliance with labor standards in the development or operation of housing projects and include in any contract made in connection with a housing project, stipulations requiring that the contractor and any subcontractors comply with requirements as to maximum hours or labor and any conditions which an awarding entity may have attached to its financial aid to the housing project;

5. To obligate itself in any contract with the United States government for annual contributions to the Authority and convey to the United States government possession of or title to the housing project to which such contract relates upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may provide that, in case of such conveyance, the United States government may complete, operate, manage, lease, convey, or otherwise deal with the housing project and funds in accordance with the terms of the contract, provided the contract requires that as soon as practicable after the United States government is satisfied that all defaults with respect to the housing project have been cured and that the housing project will thereafter be operated in accordance with the terms of contract, the United States government shall reconvey to the housing project as then constituted to the Authority;

6. To otherwise do any and all things necessary or desirable to secure the financial aid or cooperation of other governments in the undertaking, construction, maintenance, or operation of any housing project by the Authority;

7. To lease property from the Tribe and others for such periods as authorized by applicable law and to hold, manage, or sublease the same;

8. To borrow or lend money, issue temporary or long-term evidence of indebtedness, and repay the same, provided obligations shall be issued and repaid in accordance with the provisions of this Title;

9. To pledge assets and receipts of the Authority as security for debts and to acquire, sell, lease, exchange, transfer, or assign personal property or interests therein;

10. To purchase land or interests in land in the name of the Authority or in the name of the Tribe as provided in this Title or take the same as a gift and lease land or interests in land to the extent provided by applicable law;

11. To undertake and carry out studies and analyses of housing needs, prepare housing plans, execute the same, operate housing projects, and provide for the construction, reconstruction, improvement, extension, alteration, or repair of any housing project or any part thereof;

12. With respect to any dwelling units, accommodations, lands, buildings, or facilities embraced within any housing project, including individual, cooperative, or condominium units:

a. To lease, rent, sell, and enter into lease-purchase agreements or leases with option to purchase;

b. To establish and revise rents or required monthly payments;

c. To make rules and regulations concerning the selection of tenants or homebuyers, including the establishment of priorities, and the occupancy, rental, care, and management of housing units; and

d. To make any other rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this Title;

13. To finance home purchases by eligible homebuyers in accordance with the requirements of the Tribe and other applicable law, including obtaining mortgages and liens to secure repayment of such financing;

14. To terminate any lease or lease-purchase agreement when a tenant, participant, or homebuyer has violated the terms of the agreement or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement and to bring an action for eviction against such tenant, participant, or homebuyer in the Tribal Court or other court of competent jurisdiction as may be provided by contract;

15. To establish income limits for admission that insure that dwelling accommodations in a housing project shall be made available only to persons of low income or other families which may be eligible under applicable law;

16. To purchase insurance or participate in a risk management pool from any stock or mutual company for any property or against any risk or hazard;

17. To invest funds not required for immediate disbursement;

18. To establish and maintain such bank accounts as may be necessary or convenient;

19. To employ an Executive Director, technical and maintenance personnel and other officers and employees, permanent or temporary, as the Authority may require and delegate to such officers and employees powers or duties as the Board shall deem proper;

20. To engage in contracts for professional services including, but not limited to, accountants, management consultants, and legal counsel;

21. To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority;

22. To join or cooperate with any other public housing agency or agencies operating under the applicable laws of another government in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other agency or agencies for the purposes of financing (including, but not limited to, the issuance of notes or other obligations and giving security therefore), planning, undertaking, owning, constructing, or operating a housing project of the Authority or such other agency or agencies, or contracting with respect thereto;

23. To adopt, subject to the approval of the Tribal Council, such bylaws as the Board deems necessary and appropriate; and

24. To perform all other duties delegated or assigned to the Authority by this Title or other laws of the Tribe or the Tribal Council and otherwise implement this Title.

Section 5-2-16. Sovereign Immunity.

1. The Authority shall have sovereign immunity from suit to the same extent that the Tribe if the Tribe were engaged in the activities undertaken by the Authority and the Tribe confers such immunity on the Authority.

2. The Authority shall have the power to sue and consent to be sued in the Tribal Court or another court of competent jurisdiction, provided:

a. Any consent by the Authority to be sued or to waive its sovereign immunity must be unequivocal, expressed in writing, and narrowly construed and limited to its terms;

b. A waiver of sovereign immunity shall not by itself establish a consent to suit in any court, but shall be strictly limited to the court or courts and matters specified in such waiver;

c. Any waiver of sovereign immunity or consent to suit shall be limited to the assets, funds, revenues, or other property of the Authority which otherwise may be legally executed against or other assets, funds, revenues, or other property of the Authority specified in the waiver; and

d. Language in any contract or other document regarding arbitration or other dispute resolution shall not, by itself, constitute a waiver of sovereign immunity.

3. In no event shall any waiver of sovereign immunity or the authority to grant the same provided in this Section cause the Tribe to be liable for the debts, liabilities, or obligations of the Authority or allow the levy, attachment, or execution of any assets, funds, revenues, or other property of the Tribe.

4. No consent to suit or waiver of sovereign immunity by the Authority shall extend to the Tribe or in any way be deemed or construed as a limitation or waiver of the rights, privileges, or immunities of the Tribe.

5. The Tribe shall not be liable for the payment or performance of any of the debts, liabilities, or obligations of the Authority and no recourse shall be had against any assets, funds, revenues, or other property of the Tribe in order to satisfy the debts, liabilities, or obligations of the Authority.

Section 5-2-17. Obligations of the Authority.

1. The Authority may issue, from time to time in its discretion:

a. Obligations for any of its purposes; and

b. Refunding obligations for the purpose of paying or retiring obligations previously issued by it.

2. The Authority may issue such types of obligations as it may determine, including obligations on which principal and interest are payable:

a. Exclusively from the income and revenues of the housing project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the United States government to aid of such housing project;

b. Exclusively from the income and revenues of certain designated projects, whether or not financed in whole or in part with the proceeds of such obligations; or

c. From its revenues generally.

3. Any obligations issued by the Authority may be additionally secured by a pledge of any revenues of any housing project or other property of the Authority.

4. Neither the Commissioners nor any other person executing obligations issued by the Authority shall be personally liable on the obligations by reason of issuance thereof.

5. The notes and other obligations issued by the Authority shall not be a debt of the Tribe and the obligations shall so state on their face.

6. Obligations issued by the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities.

7. Obligations issued by the Authority shall be issued and sold in the following manner:

a. Obligations shall be authorized by a resolution adopted by a vote of a majority vote of the Commissioners at attendance in a meeting, provided a quorum is present;

b. Obligations may be issued in one or more series;

c. Obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form (either coupon or registered), carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption (with or without premium), as the resolution of the Board may provide;

d. Obligations may be sold at public or private sale at not less than face value; and

e. In the event any of the Commissioners whose signatures appear on any obligations cease to be Commissioners before the delivery of such obligations, the signatures shall be valid and sufficient for all purposes the same as if the Commissioner had remained in office until delivery.

8. Obligations issued by the Authority shall be fully negotiable.

9. In any suit, action, or proceeding involving the validity or enforceability of any obligation issued by the Authority or the security therefore:

a. Any such obligation reciting in substance that it has been issued by the Authority to aid in financing a housing project pursuant to this Title shall be conclusively deemed to have been issued for such purpose; and

b. The housing project for which such obligation was issued shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of this Title.

10. In connection with issuing obligations or incurring obligations under leases and securing payment of such obligations, the Authority, subject to the limitations in this Title or elsewhere in the laws of the Tribe, may:

a. Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence;

b. Provide for the powers and duties of obligees and limit their liabilities;

c. Provide the terms and conditions on which such obligees may enforce any covenants or rights securing or relating to the obligations;

d. Covenant against pledging all or any part of its rents, fees, and revenues or personal property to which its title or right then exists or may thereafter come into

existence, or permitting any lien to be placed on such revenues or property;

e. Covenant with respect to limitations on its right to sell, lease, or otherwise dispose of any housing project or any part thereof;

f. Covenant as to the obligations to be issued and as to issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof;

g. Provide for the replacement of lost, destroyed, or mutilated obligations;

h. Covenant against extending the time for the payment of its obligations or interest thereon;

i. Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof;

j. Covenant concerning rents and fees to be charged in the operation of a housing project, the amount to be raised each year or other period of time by rents, fees, and other revenues, and the use and disposition to be made thereof;

k. Create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves, or other purposes, and covenant as to the use and disposition of the monies held in such funds;

l. Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given;

m. Covenant as to the use, maintenance, and replacement of its real or personal property, the insurance to be carried thereon, and the use and disposition of insurance monies;

n. Covenant as to the rights, liabilities, powers, and duties arising upon the breach by it of any covenant, condition, or obligation;

o. Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations

become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived;

p. Vest in any obligee or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations;

q. Exercise all, part, or any combination of the powers granted in this Section;

r. Make covenants other than and in addition to the covenants expressly authorized in this Section of like or different character; and

s. Make any covenant and do any act and thing necessary or convenient or desirable in order to secure its obligations, subject to review and approval of the Tribal Council, tending to make the obligations more marketable although the covenant, act or thing is not enumerated in this Section.

Section 5-2-18. Purchase and Sale of Lands.

1. Whenever the Authority purchases lands or otherwise acquires or obtains title to lands located within the territory of the Tribe:

a. Such lands may be purchased, acquired, or obtained in the name of the Tribe or in the name of the Authority unless the Tribal Council directs in whose name a particular piece or parcel of land shall be purchased, acquired, or obtained;

b. Any such lands purchased, acquired, or obtained in the name of the Tribe shall be deemed assigned to the Authority for its exclusive use and management in accordance with this Title and other laws of the Tribe;

c. The Authority shall pay, be responsible for, and indemnify the Tribe for the payment of any such lands purchased, acquired, or obtained in the name of the Tribe and any taxes, assessments, or other fees related to any such lands purchased, acquired, or obtained in the name of the Tribe or their purchase, acquisition, or obtainment unless and until the Authority relinquishes the assignment and use of such lands to the Tribe.

2. Notwithstanding that any lands of the Authority are acquired or held in the name of the Tribe pursuant to this Section, the Authority shall have the authority to sell, transfer, or otherwise alienate any such lands not held in trust for the Tribe by the United States or otherwise subject to a restriction against alienation and retain any income or revenues from such sale, transfer, or alienation.

Section 5-2-19. Property of Authority.

1. The property of the Authority is declared to be public property used for essential public and governmental purpose and such property and the Authority are exempt from all property taxes and special assessments of the Tribe.

2. All property acquired or held by the Authority pursuant to this Title shall be exempt from levy and sale by virtue of execution and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property, provided that the provisions of this subsection shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its property.

3. No part of the net earnings of the Authority shall inure to the benefit of any private person, provided that this subsection shall not limit any person's ability to participate in the Authority's various housing programs.

4. Upon dissolution of the Authority, title to all property owned and funds held by the Authority at the time of dissolution shall vest in and become the property and funds of the Tribe.

Section 5-2-20. Standards of Conduct.

1. The Authority shall develop and maintain a written code of standards of conduct governing the performance of the Board and the employees of the Authority engaged in the award and administration of contracts. Such code of standards of conduct shall be submitted to the Tribal Council for its review and approval.

2. The code of standards of conduct shall include provisions for the following:

a. No Commissioner, employee, official, or agent of the Authority or its grantee shall participate in selection,

award, or administration of a contract if such person has or would have a conflict of interest, real or apparent;

b. No Commissioner, employee, official, or agent of the Authority or its grantee shall solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements, provided that the Authority may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value;

c. A conflict of interest shall be deemed to arise when any of the following has a financial or other interest in the person selected for an award:

i. The employee, officer, or agent of the Authority;

ii. Any member of the immediate family of an employee, officer, or agent of the Authority; or

iii. An organization which employs or is about to employ an employee, officer, or agent of the Authority or any of their immediate family; and

d. Except where prohibited by the laws of the Tribe, penalties, sanctions, or other disciplinary actions for violations of the standards of conduct.

3. The Authority may provide additional prohibitions relative to real, apparent, or potential conflicts or interest in the code of standards of conduct.

Section 5-2-21. Rules and Regulations. The Authority shall promulgate rules and regulations, not inconsistent with this Title, and subject to the approval of the Board, as it deems necessary or desirable in the public interest in carrying out the duties of the Authority including, but not limited to:

1. Internal operating procedures;

2. Rules governing ethics and conflicts of interest of the Commissioners and officers and employees of the Authority;

3. Standards governing eligibility and selection of tenants and homebuyers;

4. Rules related to occupancy, rental, care, and management of housing units;

5. Rules of practice governing tenant, homebuyer, and participant grievances against the Authority;

6. Rules of practice governing enforcement actions by the Authority, including evictions, which may include multiple levels of administrative review and appeal of such actions prior to any judicial proceedings; and

7. Such rules and regulations as may be required to maintain compliance with funding requirements related to financial assistance received from the United States government.

Section 5-2-22. Meetings with Tribal Council. The Authority and the Tribal Council shall hold joint meetings as directed by the Tribal Council.

Section 5-2-23. Tribal Housing Plan.

1. The Authority shall submit tribal housing plans to the Tribal Council for its review and approval in one (1) year increments.

2. Each tribal housing plan submitted to the Tribal Council shall describe in detail the goals, objectives, and activities of the Authority with respect to providing safe, sanitary, and affordable housing to low income families residing within the territory of the Tribe.

Section 5-2-24. Reports.

1. No later than ninety (90) days after the end of each calendar year, the Authority shall submit an annual report signed by the Chairperson of the Board to the Tribal Council which shows the following:

- a. A summary of the year's activities;
- b. The financial condition of the Authority;
- c. The condition of all properties owned, leased, managed, operated, or overseen by the Authority;

d. The number of units owned, leased, managed, operated, or overseen by the Authority and the number of vacancies in such units;

e. Any significant problems and accomplishments;

f. Plans for the future; and

g. Such other information as the Authority or the Tribal Council shall deem pertinent.

2. The Authority shall also submit financial and programmatic reports to the Tribal Council each quarter. Such reports shall be presented by the Chairperson of the Board and the Executive Director.

3. The finances of the Authority shall be subject to review and oversight by the Finance Department of the Tribe. At the direction of the Tribal Council, the Finance Department shall have the authority to request and require the Authority to submit financial and programmatic reports on a monthly basis.

Section 5-2-25. Audits. The Tribal Council may, in its discretion and at its own expense, require that an audit of the Authority's finances be conducted to ensure that appropriate and acceptable financial management practices have been implemented and are being adhered to by the Authority.

Section 5-2-26. Compliance with Funding Requirements. Each housing project developed or operated under a contract providing for financial assistance from the United States government shall be developed and operated in compliance with any and all requirements of such contract and any statutes or regulations of the United States government governing such financial assistance.

CHAPTER 3 TENANCIES OF AUTHORITY

Section 5-3-1. Obligations of Parties.

1. An aggrieved party under the provisions of this Title has a duty to mitigate damages.

2. Every lease or duty under this Title imposes an obligation of good faith in its performance and enforcement.

Section 5-3-2. Settlement of Claims. A claim or right arising under this Title or a lease, if disputed in good faith, may be settled by agreement of the Authority and the tenant without any additional consideration.

Section 5-3-3. Term of Tenancy. Unless a lease between the Authority and the tenant specifies a fixed term, a tenancy is a periodic tenancy for week to week if the tenant pays rent weekly and otherwise is a periodic tenancy for month to month.

Section 5-3-4. Required Authority Disclosures.

1. At or before commencement of the term of a tenancy, the Authority shall give the tenant written notice specifying:

a. To whom and at what address rent and any notice or legal process permitted or required under this Title is to be delivered or served;

b. The name and address of any person authorized to manage the premises;

c. The name and address of the owner of the premises;
and

d. The name and address of any person authorized to act for and on behalf of the owner.

2. The information required to be furnished by this Section shall be kept current.

Section 5-3-5. Rent.

1. In the absence of a written agreement specifying the amount of rent, the occupants of a dwelling unit of the Authority shall pay to the Authority as rent the fair rental value for the use and occupancy of the dwelling unit determined at the commencement of the occupancy.

2. Rent shall be payable:

a. At the time and place agreed in writing between the Authority and the tenant;

b. Unless otherwise agreed in writing between the Authority and the tenant:

i. In its entirety at the commencement of any tenancy for a term of one (1) month or less; and

ii. At the beginning of each month for a tenancy longer than one (1) month.

Section 5-3-6. Prohibited Provisions.

1. A lease shall not provide that either party:

a. Authorizes a person to confess judgment on a claim arising out of the lease or this Title, unless federal law mandates otherwise;

b. Agrees to pay the other party's legal counsel's fees and costs other than those provided by this Title or other law of the Tribe;

c. Agrees to exculpate or limit a liability of the other party arising under this Title or other law of the Tribe or indemnify the other party for the liability and the costs connected with the liability; or

d. Agrees to the establishment of a lien on the property of the other party except where permitted by this Title.

2. A provision in a lease prohibited by this Section is unenforceable.

Section 5-3-7. Delivery of Possession.

1. The Authority shall deliver physical possession of the dwelling unit to the tenant at the commencement of the lease.

2. If the Authority does not deliver physical possession of the dwelling unit to the tenant, the tenant is not required to pay rent until possession is delivered and may:

a. Terminate the lease by giving written notice to the Authority at any time before the Authority delivers possession of the dwelling unit to the tenant and the Authority shall return all prepaid rent and any security deposit; or

b. Demand performance of the lease by the Authority and obtain possession of the dwelling unit from the Authority

or any person wrongfully in possession by an action in Tribal Court and recover actual damages.

3. Except as otherwise provided in this Title, the Authority may bring an action for possession against any other person wrongfully in possession and may recover damages.

Section 5-3-8. Change in Ownership of Premises.

1. A conveyance of real estate, or of any interest therein, by the Authority shall be valid without the tenant agreeing to acknowledge the grantee as the new landlord under the lease, but payment of rent by the tenant to the Authority at any time before written notice of the conveyance is given to the tenant shall be good against the grantee.

2. A tenant's agreement to acknowledge someone other than the Authority as the new landlord under the lease shall be void and shall not affect the possession of the Authority unless it is made:

- a. With the consent of the Authority; or
- b. Pursuant to a judgment, order, or decree of a court.

3. Unless otherwise agreed in writing and except as otherwise provided in this Title, upon termination of the Authority's interest in the dwelling unit, including, but not limited to, terminations of interest by sale, assignment, bankruptcy, appointment of a receiver, or otherwise:

- a. The Authority shall be relieved of all liability and obligations under the lease and this Title as to events occurring subsequent to written notice to the tenant of termination of the Authority's interest;

- b. The successor to the Authority shall be liable for all liability and obligations under the lease and this Title; and

- c. Upon receipt by the tenant of written notice of the termination of the Authority's interest, the tenant shall pay all future rent to the successor to the Authority.

4. Unless otherwise agreed in writing and except as otherwise provided in this Title, a manager of premises that includes a dwelling unit is relieved of all liability and

obligations under a lease and this Title as to events occurring after written notice to the tenant of the termination of his or her management.

Section 5-3-9. Security Deposits.

1. Any security deposit required by the Authority must be kept in a bank account and maintained in a manner that allows the Authority to identify those specific funds on deposit for each tenant.

2. Except as otherwise provided in the lease, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply the security deposit at any time in lieu of payment of rent.

3. Upon termination of a tenancy:

a. Any security deposit and any unearned rent held by the Authority may be applied to the payment of accrued rent and the amount of damages which the Authority has suffered by reason of the tenant's noncompliance with this Title or the lease;

b. The tenant is entitled to the amount by which the security deposit and any unearned rent exceeds the amount the Authority is owed for accrued rent and damages;

c. Not later than thirty (30) days after the tenancy terminates and the tenant vacates the premises, the Authority shall determine the amount the Authority believes the tenant is entitled to under this subsection and:

i. Tender that amount to the tenant; and

ii. Send that amount by first-class mail, postage prepaid, to an address provided by the tenant;

d. If the amount paid to the tenant under this subsection is less than the tenant's security deposit and any unearned rent, the Authority shall provide the tenant on or before returning such amount to the tenant a written itemization specifying each item of property damage or other unfulfilled obligation of the tenant to which the security deposit or any unearned rent was applied and the amount applied to each item;

e. If the amount to which the tenant is entitled is greater than the amount paid to the tenant, the tenant may recover the difference;

f. If a security deposit and any unearned rent held by the Authority is insufficient to satisfy the tenant's obligations under the lease and this Title, the Authority may recover from the tenant the amount necessary to satisfy those obligations;

g. If the tenant fails to provide the Authority with an address for sending any amounts remaining from the security deposit and the Authority cannot locate the tenant to return any such amounts, the tenant shall have six (6) months to demand such amounts from the Authority and, if the tenant fails to do so, the Authority may retain such amounts and the interest of the tenant in his or her security deposit shall terminate at that time; and

h. If the Authority fails to comply with this subsection or fails to pay any amounts to which the tenant is entitled under this subsection, the tenant may recover the security deposit.

4. When the Authority's interest in a dwelling unit terminates, the Authority shall:

a. If the lease continues, not later than thirty (30) days after termination of the Authority's interest:

i. Transfer to the person succeeding the Authority's interest in the dwelling unit any security deposit being held by the Authority; and

ii. Notify the tenant in writing of the transfer, the successor's name and address, and the amount transferred; or

b. If the lease terminates as a result of the termination of the Authority's interest, comply with subsection (3) of this Section.

5. A successor to the Authority's interest in a dwelling unit has all rights and obligations of a landlord under applicable law with respect to any security deposit transferred by the Authority to the successor.

6. This Section does not preclude the Authority or tenant from recovering other damages to which either may be entitled under this Title.

Section 5-3-10. Rules and Regulations. The Authority, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. Such a rule or regulation is enforceable against the tenant only if:

1. Its purpose is to promote the convenience, peace, and safety or welfare of the tenant in the premises, preserve the Authority's property from abusive use, or make a fair distribution of services and facilities held out for the tenant generally;

2. It is reasonably related to the purpose of which it is adopted;

3. It applies to all tenants in the premises in a fair manner;

4. It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct or fairly informs the tenant what such tenant must or must not do to comply;

5. It is not for the purpose of evading the obligations of the Authority; and

6. The Authority has provided written notice of the rule or regulation to the tenant:

a. By including such rule or regulation in the lease;

b. By delivering a copy of such rule or regulation to the tenant; or

c. By posting such rule or regulation conspicuously in any public area of the premises.

CHAPTER 4 TERMINATION OF TENANCIES OF AUTHORITY

Section 5-4-1. Termination of Tenancies.

1. Except as otherwise provided in this Title, in the absence of a provision in the lease or other written agreement signed by the Authority and tenant otherwise, the Authority or tenant may terminate a periodic tenancy:

a. For a period less than month to month, by giving the other party at least seven (7) days written notice of the party's intent to terminate the tenancy on a specified date; and

b. For month to month, by giving the other party at least thirty (30) days' written notice of the party's intent to terminate the tenancy at the end of the monthly period.

2. A tenancy for a fixed term continues until the end of the term, provided that the Authority or tenant may terminate a tenancy for a fixed term prior to the end of the term:

a. By mutual agreement;

b. Unless prohibited by this Title, as provided in the lease; or

c. As otherwise permitted in this Title.

3. Unless a specified form of service is required by other applicable law, if the Authority terminates a tenancy under this Section, the Authority shall serve the written notice required by this Section on the tenant as follows:

a. By delivering such notice to the tenant personally;

b. If the tenant cannot be located for personal service, by delivering the notice to any family member of the tenant over the age of majority residing with the tenant;

c. If service cannot be made personally or on a family member, by posting the notice at a conspicuous place on the dwelling unit of the tenant and mailing a copy of such notice to the tenant by certified mail.

4. Notwithstanding anything to the contrary in this Title, the Authority shall not deny or terminate a tenancy to a blind, deaf, or physically handicapped person because of the guide, signal or service dog of such person, unless such dog is found to be vicious or destructive of property.

5. Except as otherwise provided in this Title, whenever either party to a tenancy rightfully elects to terminate such tenancy, the duties of each party under the tenancy shall cease and be determined upon the effective date of the termination and

the parties shall discharge any remaining obligations under this Title as soon as practicable.

Section 5-4-2. Holdover Tenant.

1. If a tenant remains in possession without the Authority's consent after the expiration of the term of the lease or termination of a tenancy, the Authority may immediately bring an action for eviction and damages under this Title. If the tenant's holdover is willful and not in good faith, the Authority may also compute and prorate the rent on a daily basis for each month or portion thereof that the tenant remains in possession.

2. Unless the Authority and tenant otherwise agree in writing, if the tenant remains in possession with the Authority's consent after expiration of the term of the lease or termination of a tenancy, a periodic tenancy for month to month is created.

Section 5-4-3. Destruction of Dwelling Unit. Unless the damage or destruction is caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's immediate or extended family, the tenant's animal or pet, or another person or animal on the premises with the tenant's consent, if the dwelling unit is damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

1. Vacate the premises immediately and, not later than seven (7) days after vacating the premises, give the Authority written notice of the tenant's intent to terminate the lease, in which case the lease terminates as of the date the tenant vacates the premises; or

2. If continued occupancy of the dwelling unit is possible, vacate that part of the dwelling unit unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair value of the dwelling unit.

Section 5-4-4. Abandonment.

1. If the tenant abandons the dwelling unit before the end of the term of the lease, the Authority may:

a. Accept the tenant's abandonment of the dwelling unit by written notice given to the tenant, in which case the lease terminates on the date of abandonment; or

b. Treat the abandonment as wrongful.

2. If the Authority treats the abandonment as wrongful, the Authority shall make a reasonable effort to rent the abandoning tenant's dwelling unit, subject to the following rules:

a. If the Authority leases the dwelling unit to another person for a term beginning before the expiration of the term of the lease of the abandoning tenant, the lease of the abandoning tenant terminates as of the date of the new tenancy and the Authority and the other person may enter into a new lease;

b. If the Authority makes a reasonable effort to lease the dwelling unit but is unable to lease it or is able to lease it only for an amount less than the rent payable by the abandoning tenant, the Authority shall have a cause of action for damages against the abandoning tenant for the rent owed under the lease or, in the case of a periodic tenancy, the remaining amount of the relevant period of the tenancy;

c. If the Authority fails to make a reasonable effort to lease the dwelling unit, the lease terminates as of the date the Authority has knowledge of the abandonment.

Section 5-4-5. Disposition of Property.

1. If household goods, furnishings, fixtures, or any other personal property remains on the premises after the tenant vacates the premises at the termination of the tenancy, including pursuant to an eviction under this Title or court order, or the tenant abandons the premises under this Chapter and the Authority and tenant do not agree otherwise at the time of relinquishment, the Authority may take possession of the property and:

a. If, in the judgment of the Authority, any of the property has no ascertainable or apparent value, dispose of such property without any duty of accounting or any liability to any party;

b. If the dwelling unit or any of the property tests positive for the presence of any illegal drug or other dangerous substance, dispose of such property without any duty of accounting or any liability to any party;

c. Inventory any of the property not disposed of and store it on the premises or in another place of safekeeping and exercise reasonable care in moving or storing the property; and

d. Give the tenant written notice of the disposal of any property under this subsection and the tenant's right to retrieve any property not disposed of in accordance with this Section.

2. The notice required by this Section must be posted at the premises and:

a. Be sent to any forwarding address the tenant provided to the landlord, an address otherwise provided to the Authority by the tenant, another address of the tenant in the records of the Authority, or, if no address is provided or known, to the address of the premises;

b. Inform the tenant of the right to contact the Authority to claim the property within a stated period of time which is no less than fourteen (14) days after receipt of the notice, subject to payment of the Authority's inventorying, moving, and storage costs; and

c. Provide a telephone number, e-mail address, or mailing address at which the Authority may be contacted.

3. Unless located in a dwelling unit that tests positive for the presence of any illegal drug or other dangerous substance, if any abandoned personal property is of cultural, religious, or ceremonial significance, the Authority shall locate the former tenant's heir or nearest relative to return such property or, if such heir or relative cannot be located, deliver such property to the Culture Department of the Tribe.

4. If a tenant contacts the Authority to claim personal property not later than the time provided by the Authority in the notice to the tenant, the Authority shall permit the tenant to retrieve such property subject to the following:

a. The tenant shall pay the reasonable costs of any removal and storage of the property, unless the Authority waives such payment;

b. The Authority shall not condition the retrieval of the property on the payment of any costs or fees other than the costs of any removal and storage of the property; and

c. If the Authority attempts to condition retrieval of the property on payment of any cost or fee other than removal and storage, the Authority shall forfeit its right to recover the costs of removal and storage.

5. Any personal property of a former tenant not retrieved in accordance with this Section, including the payment of any costs of removal and storage, after the time provided by the Authority in the notice to the tenant shall be deemed to be abandoned and the Authority may:

a. Sell the property; or

b. Dispose of the property in any manner which the Authority deems reasonable and proper without any liability to any party.

6. If the Authority sells personal property pursuant to this Section, the Authority shall:

a. Upon request by the former tenant, provide the former tenant with pertinent information concerning the sale, including the time, date, and location of the sale;

b. Apply the proceeds from such sale to the costs of removal and storage of the property; and

c. Pay any proceeds from the sale in excess of the costs of removal and storage to the former tenant.

CHAPTER 5 RIGHTS AND DUTIES

Section 5-5-1. Authority Duties.

1. The Authority, as landlord, shall at all times during the tenancy:

a. Except in the case of a single-family residence, keep all common areas of its building, grounds, facilities, and appurtenances in a clean, safe, and sanitary condition;

b. Make all repairs and do whatever is necessary to put and keep the tenant's dwelling unit and premises in a fit and habitable condition;

c. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by it;

d. Except in the case of a single family residence or where provided by a governmental entity, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for the frequent removal of such wastes;

e. Except in the case of a single-family residence or where the service is supplied by direct and independently metered utility connections to the dwelling unit, supply running water and reasonable amounts of hot water at all times and reasonable heat;

f. Not enter the dwelling unit unless:

i. Except where notice is impractical, entry is at a reasonable time and the Authority has provided the tenant at least one (1) day's notice of its intent to enter, provided that the Authority and its agents and employees may enter the dwelling unit without notice or consent of the tenant in the case of emergency;

ii. Entry is under a court order; or

iii. Entry is otherwise permitted under this Title.

2. The Authority and tenant may agree, by a conspicuous writing independent of the lease, that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling.

3. Any agreement, assignment, conveyance, trust deed, or security instrument which authorizes a person other than the Authority to act as a landlord of a dwelling unit or premises owned by the Authority shall not relieve the Authority of the duty to conform with this Title and any other law of the Tribe concerning the maintenance and operation of the premises.

Section 5-5-2. Authority's Noncompliance.

1. Except as otherwise provided in this Title, the Authority shall be in noncompliance if the Authority fails to comply with the lease or Section 5-5-1(1) of this Title.

2. Except as otherwise provided in this Title, if the Authority's noncompliance is material:

a. The tenant may deliver written notice to the Authority stating:

i. The acts and omissions constituting the material non-compliance; and

ii. That the lease will terminate on a specified date which is not less than thirty (30) days after the Authority's receipt of the notice if the non-compliance is not remedied within fourteen (14) days after the Authority's receipt of the notice; and

b. If the Authority fails to remedy the non-compliance within the time specified, the lease shall terminate.

3. Except as otherwise provided in this Title, if the Authority's noncompliance involves a repair which is less than one hundred dollars (\$100.00):

a. The tenant may deliver written notice to the Authority stating:

i. The repair which constitutes the non-compliance; and

ii. That the tenant will make the repair and deduct the cost from the rent if the Authority fails to make the repair within fourteen (14) days after the Authority's receipt of the notice or, in the case of an emergency, or as promptly as conditions require;

b. If the Authority fails to make the repair within the time specified, the tenant may:

i. Make the repairs in a workmanlike manner;

ii. Submit an itemized statement of the cost of the repairs to the Authority; and

iii. Deduct the actual and reasonable cost of the repairs from the rent.

4. Except as otherwise provided in this Title, if, contrary to the lease, the Authority willfully or negligently fails to supply heat, running water, hot water, or electric, gas, or other essential service, the tenant may deliver written notice to the Authority stating the noncompliance and:

a. Terminate the lease immediately by stating in such written notice to the Authority of the tenant's intent to terminate the lease immediately;

b. Procure reasonable amounts of heat, running water, hot water, or electric, gas, or other essential service during the period of the Authority's noncompliance and deduct the actual and reasonable cost from the rent;

c. Recover damages based on the reduced fair rental value of the dwelling unit; or

d. Procure reasonable substitute housing during the period of the Authority's noncompliance, in which case the tenant is excused from paying rent for the period of the Authority's noncompliance.

5. Except as otherwise provided in this Title, if the Authority's noncompliance renders the dwelling unit uninhabitable or poses an imminent threat to the health and safety of any occupant of the dwelling unit and the noncompliance is not remedied as promptly as conditions require, the tenant may terminate the lease immediately by giving written notice to the Authority of the tenant's intent to terminate the lease immediately.

6. If the Authority unlawfully enters the tenant's dwelling unit, enters the tenant's dwelling unit in an unreasonable manner, or harasses the tenant by making repeated unreasonable demands to enter the tenant's dwelling unit, the tenant may recover actual damages and either:

a. Obtain an order from the Tribal Court to prevent the recurrence of the conduct; or

b. Terminate the lease by giving written notice to the Authority.

7. If the Authority wrongfully removes or excludes a tenant from a dwelling unit, the tenant may recover two (2) times the average monthly rent or two (2) times the tenant's actual damages, whichever is greater and either:

a. Recover possession of the dwelling unit in a proceeding brought in the Tribal Court; or

b. Terminate the lease by giving written notice to the Authority.

8. If a lease is terminated under this Section, the Authority shall return any security deposit and prepaid and unearned rent to which the tenant is entitled under this Title.

9. The tenant shall have no rights under this Section:

a. If written notice is required under this Section, the tenant has given such written notice to the Authority; or

b. If the noncompliance or condition was caused by the deliberate or negligent act or omission of:

i. The tenant;

ii. A member of the tenant's immediate or extended family;

iii. The tenant's animal or pet; or

iv. Another person or animal on the premises with the tenant's consent.

Section 5-5-3. Tenant Duties. The tenant shall at all times during the tenancy:

1. Protect the property interest of the Authority and any person who resides within three hundred (300) feet of the dwelling unit;

2. Keep the dwelling unit as safe, clean, and sanitary as the condition of the premises permits;

3. Dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a safe, clean, and sanitary manner;

4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean and sanitary as their condition permits;

5. Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances on the premises, including elevators, in a safe and non-destructive manner;

6. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or permit any person, animal, or pet on the premises with the tenant's consent to do any such act;

7. Not disturb the quiet and peaceful enjoyment of the premises by another tenant or permit any person, animal, or pet on the premises with the tenant's consent to do the same;

8. Not commit any crime or allow any person on the premises with the tenant's consent to commit any crime;

9. Unless otherwise agreed, not use the dwelling unit for any purpose other than a place of abode;

10. Not unreasonably withhold consent of the Authority and its agents and employees to enter the dwelling unit in order to:

a. Inspect the premises;

b. Make necessary or agreed repairs, decorations, alterations, or improvements;

c. Supply necessary or agreed services; or

d. Exhibit the dwelling unit to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors; and

11. Report to the Authority as soon as possible any defective condition of the premises which comes to the tenant's attention and which the tenant has reason to believe is unknown to the Authority.

Section 5-5-4. Tenant's Noncompliance.

1. Except as otherwise provided in this Title, the tenant shall be in noncompliance if the tenant fails to pay rent when due or comply with the lease or Section 5-5-3 of this Title.

2. If the tenant fails to pay rent when due, the Authority may:

a. Terminate the lease by giving written notice to the tenant of the Authority's intent to terminate the lease on a specified date which is at least ten (10) calendar days after such rent was due; and

b. Bring an action for recovery of the unpaid rent at any time, regardless of whether the Authority terminates the lease.

3. If the tenant refuses to allow the Authority to enter the dwelling unit as permitted in this Title, the Authority may:

a. Obtain an order from the Tribal Court to compel access; or

b. Terminate the lease by giving written notice to the tenant of the Authority's intent to terminate the lease on a specified date which is at least ten (10) days after receipt of such notice if the tenant does not allow entry.

CHAPTER 6 EVICTIONS BY AUTHORITY

Section 5-6-1. Grounds for Eviction. The Authority may evict a person from a dwelling unit for:

1. Nonpayment of rent under an agreement for the lease, purchase, or occupation of a dwelling unit when such payments are not made ten (10) or more calendar days after they are due;

2. Any agreement in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more, provided that the receipt by the Authority of partial payments under an agreement shall not excuse the payment of any balance due upon demand;

3. Nuisance, intentional or reckless damage, destruction, or injury to the property of the Authority or other tenants, or disturbing another tenant's right to quiet enjoyment of the premises;

4. Repeated violations of the lease, any reasonable rules or regulations of the Authority adopted in accordance with this Title, or any applicable building or housing codes;

5. Occupation of any premises of the Authority without permission or agreement of the Authority following any reasonable demand by the Authority to leave;

6. Under other terms in the lease which do not conflict with the provisions of this Title;

7. The discovery of drug paraphernalia in the dwelling unit; or

8. The dwelling unit testing positive for any controlled substance at a level higher than the level indicated in the lease or otherwise recorded by the Authority from a test conducted prior to the commencement of the tenant's occupancy.

Section 5-6-2. Self-Help Eviction Prohibited. The Authority may not compel a tenant to vacate any premises in a forceful fashion or way which causes a breach of the peace. The Authority shall give a notice to quit and obtain an order of the Tribal Court as provided in this Chapter.

Section 5-6-3. Procedure.

1. Discovery in proceedings under this Chapter shall be informal and reasonably provided on demand of a party.

2. Requests for discovery from an opposing party shall be made no later than three (3) calendar days after the Court sets a date for the hearing on the complaint.

3. Discovery shall be completed within five (5) calendar days before the date of the hearing on the complaint.

4. Extensive, prolonged, or time consuming discovery and pre-hearing procedures will not be permitted in proceedings under this Chapter unless the party requesting additional discovery or pre-hearing procedures demonstrates they are required in the interests of justice and there is good cause for the same.

5. The Tribal Court may enter orders requiring discovery or protecting the rights of the parties upon reasonable notice in accordance with the Tribal Court Rules of Civil Procedure.

6. Evidence in proceedings under this Chapter shall be governed by the Federal Rules of Evidence.

Section 5-6-4. Notice to Quit.

1. When the Authority desires to obtain possession of a dwelling unit and there exists one or more reasons to evict the tenant, the Authority shall give notice to the tenant to quit possession of the premises according to the provisions of this Section.

2. The notice to quit is intended to provide the tenant notice that the Authority is seeking to evict the tenant from the premises and to provide the tenant with the reasons for such eviction so that the tenant can understand how to advocate against the eviction process.

3. The notice to quit shall:

- a. Be addressed to the tenant;
- b. State the reasons for evicting the tenant; and
- c. State the date by which the tenant is required to vacate and quit the premises.

4. The notice to quit shall be in writing and substantially the following form:

I (or we) hereby give you notice that you are to quit possession or occupancy of the premises now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the reason or reasons for the notice to quit possession using the statutory language or words of similar import). Signed, (here insert the signature, name and address of an authorized official of the Authority, as well as the date and place of signing).

5. The notice to quit must be delivered within the following periods of time:

- a. For failure to pay rent or other payments required, no less than seven (7) calendar days prior to the date to vacate and quit specified in the notice to quit;
- b. For nuisance, serious injury to property, or injury to persons, no less than three (3) calendar days prior to the date to vacate and quit specified in the notice to quit;

c. For situations in which there is an emergency, such as a fire or condition making the dwelling unit unsafe or uninhabitable, or in which there is an imminent or serious threat to public health or safety, a period of time which is reasonable under the circumstances;

d. In all other situations, no less than fourteen (14) calendar days prior to the date to vacate and quit specified in the notice to quit.

6. A notice to quit shall be served upon the tenant by an adult authorized by the Authority by:

a. Personally delivering the notice to quit to the tenant, an adult living in the dwelling unit, or an adult agent of the tenant, with a copy also delivered to the tenant by mail;

b. If the notice to quit cannot be delivered personally or the tenant cannot be found:

i. Mailing the notice to quit by certified mail, return receipt requested, to the last known address of the tenant; or

ii. Securely fixing a copy of the notice to quit on the main entry door of the dwelling unit in such a manner that it is not likely to blow away, posting a copy of the notice to quit in some public place near the dwelling unit, such as a Tribal office, public store, or other commonly frequented place, and mailing a copy by first class mail, postage prepaid, to the tenant at the address of the dwelling unit.

7. The Authority shall keep a copy of the notice to quit and proof of service in accordance with this Section evidenced by affidavit or other manner recognized by the laws of the Tribe.

8. No notice to quit or other pre-eviction notice shall be required if the tenant or a person on the premises with the tenant's permission or under tenant's control does any of the following or allows another on the premises with the tenant's permission to do any of the following:

a. Create a serious risk of bodily harm to any person, including the tenant;

b. Create a clear and present danger that causes or threatens to cause extreme or irreparable harm to the Authority's property;

c. Create a clear and present danger that imminently threatens the health or safety of other tenants, the Authority, or the Authority's employees or agents; or

d. Engages in criminal activity.

9. If a notice to quit is not required under this Section, the Authority may evict the tenant in accordance with the following:

a. The Authority shall terminate the tenancy by giving written notice to the tenant which states:

i. The tenancy shall terminate on a specified date which is at least five (5) days after receipt of the written notice; and

ii. The tenant has no right to cure or correct the grounds for termination;

b. If the tenant does not vacate the premises within the time specified in the written notice of termination, the Authority may file a verified complaint for immediate eviction in the Tribal Court which:

i. Is supported by an affidavit and other sufficient proof of the existence of the grounds for immediate eviction without a notice to quit;

ii. Is designated in the caption as a complaint for immediate eviction; and

iii. Specifically references the subsection of this Section permitting eviction without a notice to quit;

c. The Tribal Court shall schedule a hearing on the complaint as soon as practicably possible without regard to any time requirements or constraints in this Chapter; and

d. The Tribal Court shall issue an order of eviction at the conclusion of such hearing if the Authority is entitled to such order as provided in this Chapter.

Section 5-6-5. Appeal of Notice to Quit.

1. A tenant may appeal a notice to quit to the Authority's Executive Director within fourteen (14) days of receiving the notice to quit and the Executive Director shall meet with the tenant and render a decision on the matter. Such meeting may take place by telephone or other remote form of instant communication. There is no protocol for such meeting and it may take whatever form reasonably allows the tenant to express the tenant's position to the Executive Director.

2. The Executive Director shall render a decision either upholding the notice to quit or overturning the notice to quit within five (5) days of meeting with the tenant. The Executive Director's decision shall be in writing and served upon the tenant in the same manner for service of the notice to quit provided in this Chapter. The decision of the Executive Director shall be the final decision of the Authority.

3. If a tenant fails to appeal a notice to quit within the time permitted in this Section, the notice to quit shall be the final decision of the Authority.

Section 5-6-6. Judicial Review.

1. If a tenant is not satisfied with the decision of the Executive Director, the tenant may petition the Tribal Court for review of the Executive Director's decision.

2. A petition for review must be filed with the Tribal Court within fourteen (14) days from the date the Executive Director's decision is served upon tenant.

3. A petition for review:

a. May assert any defense to the eviction set forth in this Chapter; and

b. Shall not be refused for filing or dismissed for failure to meet a particular form of pleading, provided the Tribal Court shall not be prevented from dismissing the petition for review for failure to state a claim.

4. The Authority shall file a responsive pleading to a petition for review. The Authority may include counterclaims against the tenant for unpaid rent, fees owed, destruction of property, and other damages.

5. The Tribal Court shall hold a hearing on a petition for review, including the Authority's counterclaims, no later than thirty (30) days after the filing of the petition for review, provided that additional time may be permitted to accommodate the Tribal Court's calendar and as required by due process.

6. Proceedings in the Tribal Court on a petition for review filed under this Section, including any counterclaims of the Authority, shall be governed by the rules of procedure for the Tribal Court which are not in conflict with this Chapter.

7. The tenant's filing of a petition for review with the Tribal Court pursuant to this Section shall stay an eviction while the review is pending.

8. The Authority may file a motion for relief from the stay of eviction provided under this Section. If the Authority shows the tenant's continued occupancy creates a risk to the health or safety of other persons, the Tribal Court shall order the stay lifted and may also order the immediate eviction of the tenant. If the Tribal Court orders the immediate eviction of the tenant pursuant to this subsection and the tenant prevails on the petition for review, the Tribal Court may order the tenant returned to possession of the dwelling unit. The Authority shall not be liable to the tenant for any damages resulting from the filing of a motion or obtaining an order of immediate eviction under this subsection.

9. In reviewing the Executive Director's decision on a petition for review, the Tribal Court shall take evidence and hear argument from the tenant and the Authority. The Tribal Court shall determine facts and apply the law.

10. If the Tribal Court determines that the facts and the law do not support the Executive Director's decision, the Tribal Court shall reverse and vacate the Executive Director's decision and order that the tenant remain in possession of the dwelling unit.

11. If the Tribal Court determines that the Executive Director's decision is supported by the facts and the law, the Tribal Court shall affirm the Executive Director's decision, order the immediate eviction of the tenant from the dwelling unit, and grant the Authority such other relief the Tribal Court finds appropriate based upon the facts and law.

12. If a tenant fails to file a petition for review within the time permitted in this Section, the Executive Directors' decision shall not be appealable.

Section 5-6-7. Initiation of Eviction Proceedings.

1. If a tenant remains in possession of premises without appealing the notice to quit or filing a petition for review within the time allowed, the Authority may file a complaint in the Tribal Court for an order of eviction to remove the tenant from the premises.

2. Such complaint may also include claims for money damages against the tenant for back rent, fees owed and damages to the Authority's property.

3. A complaint filed under this Section shall state at minimum:

- a. The name(s) of the adult tenant(s) to be evicted;
- b. A description of the tenancy or lease, if any;
- c. The address or reasonable description of the location of the dwelling unit;
- d. The grounds for eviction;
- e. A statement showing the notice to quit, if required, has been delivered to the tenant in accordance with this Chapter;
- f. A statement that any decision of the Executive Director related to the tenant's possession of the premises has been served in accordance with this Chapter;
- g. A statement of the relief demanded, including any claim for possession of the premises, damages, fees, costs, or other special relief; and
- h. A statement that the Authority has complied with all required regulatory processes prior to filing the complaint.

4. The Authority shall attach to the complaint any required notice to quit and the Executive Director's decision, if there is one, along with proof of service of all documents served.

5. The Tribal Court may, in its discretion, on motion from the Authority, order the tenant to pay into the Tribal Court rents for the use and occupancy during the pendency of the eviction case.

Section 5-6-8. Summons and Service of Process.

1. When a complaint is filed under this Chapter, it shall be presented to a judge of the Tribal Court on the date of filing or, if no judge is present, the first regular Tribal Court day after filing or when a judge may first be found.

2. Upon being presented with a complaint filed under this Chapter, the judge shall review the complaint and, if it appears to be in compliance with this Title, direct the Tribal Court Administrator to:

a. Issue a summons to all named tenants or other defendants in accordance with the general rules governing the issuance of summons by the Tribal Court; and

b. Set a date for the first hearing on the complaint for the first scheduled court day that is at least fifteen (15) calendar days after the date of issuance of the summons.

3. The summons shall be served in accordance with the Tribal Rules of Civil Procedure and shall be made at least ten (10) days before the first hearing on the complaint.

Section 5-6-9. Response to Complaint.

1. The tenant may contest the complaint in person before the Tribal Court or in writing.

2. Any written response shall state any defenses or factual disputes and shall be served upon the Authority within five (5) calendar days of the date set for the first hearing on the complaint.

Section 5-6-10. Defenses.

1. The Tribal Court shall grant the remedies allowed in this Title, unless it appears by the evidence that:

a. The premises are untenable, uninhabitable, or constitute a situation where there is a constructive eviction of the tenant, in that the premises are in such a condition, due to the fault of the Authority, that they constitute a

real and serious hazard to human health and safety and not a mere inconvenience;

b. The Authority has failed or refused to make repairs which are its responsibility after a reasonable demand by a tenant to do so, without good cause, and the repairs are necessary for the reasonable enjoyment of the premises;

c. There are monies due and owing to the tenant because he or she has been required to make repairs which are the obligation of the Authority and the Authority has failed or refused to make them after a reasonable notice, provided such sums may be a defense only to the extent that such sums set off monies owed for occupancy and a tenant may be evicted after such a set off if he or she fails or refuses to pay the reasonable rental value of the dwelling unit;

d. That due to the conduct of the Authority, there is injury to the tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel, laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace standards;

e. That there are such serious and material breaches of applicable housing law on the part of the Authority that it would be unjust to grant it a remedy;

f. The Authority is evicting the tenant because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled; or

g. The Authority terminated the tenancy in retaliation for the tenant's attempt to secure his or her rights under this Title or to force the Authority to comply with its duties under this Title.

2. Notwithstanding anything to the contrary in this Section, if the tenant has not filed a petition for review pursuant to this Title, the tenant shall have no right to challenge the final decision of the Authority, other than to challenge the service of the notice to quit or service of the Executive Director's decision, if any.

Section 5-6-11. Settlement.

1. After a notice to quit has been served upon a tenant and anytime before the entering of an order of eviction by the Tribal Court in a proceeding under this Chapter, the Authority and tenant may engage in discussions to avoid a proceeding to evict or otherwise settle the issues between the parties.

2. The Authority and the tenant are encouraged to maintain settlement negotiations throughout the eviction process. In reaching an agreement, the parties may consider, but are not limited to the following options:

a. The parties may employ the use of advocates or attorneys;

b. The parties may employ the use of a mediator or conciliator;

c. The parties may agree to arbitrate the issues in binding arbitration;

d. The parties may agree to any other barter for services and goods, or to any other means of securing a fair exchange of value for the use and occupancy of the dwelling unit;

e. The parties may agree to dismiss the matter in exchange for any agreement reached;

f. The parties may agree to stipulate to a judgment to be entered by the Tribal Court.

3. The agreement to enter into discussions pursuant to this Section or otherwise will not affect the rights of the parties unless the parties agree expressly in writing to waive any of their rights.

Section 5-6-12. Continuance. A tenant may obtain continuance of a hearing under this Chapter beyond the time limit within which the hearing is otherwise required to be held for good cause shown and upon the payment of a reasonable sum for the fair rental value of the dwelling unit from the date on which the complaint was filed through the date of the hearing, provided that the Tribal Court:

1. May deny a continuance where the complaint is based upon a nuisance; and

2. Shall not continue the date of the hearing where the complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety, or peace.

Section 5-6-13. Hearing on Complaint.

1. If the tenant makes no challenge to the service of the Authority's notice to quit or the Executive Director's decision, if any, the Tribal Court shall issue an order of eviction in accordance with this Chapter removing the tenant from the premises.

2. At the hearing, the Tribal Court shall inform the tenant that if he or she is evicted and does not vacate the premises voluntarily by the date set forth in the order of eviction, he or she and any other occupants will be subject to forcible eviction and their property will be subject to storage, sale, and disposal as set forth in this Title.

3. The Authority's claims for damages, if any, shall be determined in accordance with this Chapter.

4. The burden of proof in all proceedings under this Title shall be preponderance of the evidence.

Section 5-6-14. Judgment.

1. Within five (5) calendar days of the date of the hearing, the Tribal Court shall enter judgment granting all relief that the parties are entitled to as of the date of the judgment.

2. If a tenant fails to appear in person or in writing on or before the date of the hearing, the Tribal Court shall enter judgment in favor of the Authority following a hearing to determine whether relief should be granted and the kind of relief that should be granted.

3. The judgment shall state the relief granted by the Tribal Court to any party. The judgment may:

a. Order the immediate eviction of a tenant and delivery of the premises to the Authority no later than fourteen (14) days after the entry of the judgment unless the parties agree otherwise;

b. Grant actual damages as provided in the agreement of the parties or this Title, including interest;

c. Order the parties to carry out an obligation required by applicable law;

d. Establish a payment plan for the tenant;

e. Order rent payments out of per capita payment or through garnishment;

f. Establish a power of attorney in another person or agency to fulfill rights or obligations of either the Authority or the tenant;

g. Order the payment of legal counsel fees and, where allowed by the laws of the Tribe or agreement of the parties, costs and expenses of litigation; and

h. Grant any other relief provided in this Title or allowed in the laws of the Tribe.

4. Appeals of judgments entered pursuant to this Chapter shall be in accordance with the Tribal Rules of Appellate Procedure.

Section 5-6-15. Stay of Judgment.

1. If judgment for possession of premises is entered in favor of the Authority, the tenant may apply for a stay of execution of the judgment or order if within five (5) days of the entry of the judgment, the tenant establishes:

a. Good and reasonable grounds affecting the well being of the tenant or his or her immediate family; or

b. There would be no substantial prejudice or injury to the Authority during the period of the stay; or

c. A bond is posted or monies paid to the Tribal Court to satisfy the judgment or payment for the reasonable use and occupancy of the dwelling unit during the period of time following the judgment.

2. The Tribal Court Administrator shall distribute any monies or bond deposited to the Authority in accordance with any order of the Tribal Court.

3. No stay may exceed three (3) months in the aggregate.

Section 5-6-16. Notice to Vacate.

1. Any notice to vacate premises shall be by written order of the Tribal Court.

2. A notice to vacate shall be delivered to the tenant as follows:

a. Personally by a law enforcement officer of the Tribe or an agency of the United States government or other person authorized by the Tribal Court; or

b. If the notice to vacate cannot be delivered personally or the tenant cannot be found:

i. Mailing the notice to vacate by certified mail, return receipt requested, to the last known address of the tenant; or

ii. Securely fixing a copy of the notice to quit on the main entry door of the dwelling unit in such a manner that it is not likely to blow away, posting a copy of the notice to quit in some public place near the dwelling unit, such as a Tribal office, public store, or other commonly frequented place, and mailing a copy by first class mail, postage prepaid, to the tenant at the address of the dwelling unit.

3. Delivery of a notice to vacate shall be effective when it is:

a. Personally delivered to the tenant with a copy delivered by mail; or

b. Personally delivered to an adult person residing in the dwelling unit with a copy delivered by mail; or

c. Personally delivered to an adult agent of the tenant with a copy delivered by mail.

Section 5-6-17. Enforcement of Eviction Order.

1. Where the Tribal Court orders an eviction and the tenant or any other occupant of the dwelling unit refuses to vacate the premises voluntarily by the date set in the order, the tenant and other occupants may be forcibly removed from the premises by a

Tribal law enforcement officer or law enforcement officer authorized by the Tribal Court.

2. An order of eviction may be executed by a duly authorized law enforcement officer or officer of the Tribal Court appointed by the Tribal Court for such a purpose.

3. To execute an order of eviction, the officer shall:

a. Remove all the evicted persons from the premises and verbally order them not to re-enter;

b. Provide a copy of the order of eviction to all adult tenants;

c. Post copies of the order of eviction on the doors of the dwelling unit if there is not any adult tenant present at the time of enforcement; and

d. Supervise the removal of the possessions of the evicted persons.

4. Any law enforcement officer shall, upon receipt of an order of eviction of the Tribal Court, enforce the order within five (5) calendar days of the date of the judgment or order and make a report to the Tribal Court on what was done to enforce it.

5. Following eviction, the Tribal Court may allow the Authority or the United States government access to any property leased by either of them for purposes of preserving and securing it.

6. All provisions of a judgment other than eviction entered pursuant to this Chapter shall be subject to enforcement in any manner provided under the laws of the Tribe.

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