

NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS

RENTAL HOUSING CODE

CHAPTER 1. GENERAL PROVISIONS.

SEC. 101. TITLE

THE TITLE OF THIS CODE SHALL BE THE NHBPI RENTAL HOUSING

CODE. **SEC. 102. PURPOSE.** THE PURPOSE OF THIS CODE IS TO:

- A. SET FORTH THE LAWS GOVERNING THE OCCUPATION OF RESIDENTIAL RENTAL UNITS LOCATED ON THE RESERVATION AND TO PROTECT THE LEGAL RIGHTS OF LANDLORDS, TENANTS AND OCCUPANTS OF RESIDENTIAL RENTAL UNITS.
- B. PRESERVE THE PEACE, HARMONY, SAFETY, HEALTH, AND GENERAL WELFARE OF THE TRIBE AND THOSE PERSONS PERMITTED TO ENTER OR RESIDE ON THE RESERVATION.
- C. PROVIDE FOR EVICTION PROCEDURES FOR REMOVING TENANTS WHO ARE IN VIOLATION OF THE TERMS OF THEIR LEASE OR WHOSE ACTIONS OR BEHAVIORS ENDANGER THE PEACE, HARMONY, HEALTH, AND PUBLIC SAFETY OF THE TRIBE AND THOSE PERSONS VISITING OR RESIDING ON THE RESERVATION.
- D. ENCOURAGE LANDLORDS AND TENANTS TO MAINTAIN AND IMPROVE DWELLINGS ON TRIBAL LANDS IN ORDER TO IMPROVE THE QUALITY OF HOUSING AS A TRIBAL RESOURCE.

SEC. 103. JURISDICTION

- A. TERRITORIAL JURISDICTION. JURISDICTION OF THIS CODE EXTENDS TO ALL BUILDINGS AND LANDS INTENDED FOR HUMAN DWELLING OR OCCUPATION OR RESIDENCE WHICH MAY BE WITHIN THE TRIBE'S RESERVATION OR OTHER LANDS OWNED BY, OR HELD IN TRUST FOR, THE TRIBE, ITS TRIBALLY-DESIGNATED HOUSING ENTITY, OR ANY OTHER SUBDIVISION OF THE TRIBE.
- B. JURISDICTION IS EXTENDED OVER:
 - 1. ALL PERSONS OR ENTITIES WITHIN THE TERRITORIAL JURISDICTION OF THE TRIBE WHO RENT OR LEASE OR ALLOW PERSONS TO OCCUPY HOUSING OWNED BY THE TRIBE;
 - 2. ALL PERSONS WHO OCCUPY HOUSING, DWELLINGS, OR ACCOMMODATION FOR THE PURPOSE OF HUMAN DWELLING OWNED BY THE TRIBE;
 - 3. ALL PERSONS VISITING, RESIDING, RENTING, LEASING, OR OCCUPYING RESIDENTIAL RENTAL UNITS WITHIN THE TERRITORIAL JURISDICTION OF THE TRIBE,

WHETHER A TRIBAL MEMBER, AN INDIAN WHO IS NOT A TRIBAL MEMBER OR A NON-INDIAN.

SEC. 104. CONFLICTS WITH OTHER LAWS

- A. TRIBAL LAWS-TO THE EXTENT THIS CODE MAY CONFLICT WITH OTHER TRIBAL CODES WHICH HAVE BEEN ENACTED TO COMPLY WITH STATUTES OR REGULATIONS OF ANY AGENCY OF THE UNITED STATES, SUCH TRIBAL CODES MAY GOVERN OVER THE PROVISIONS OF THIS CODE IF SUCH OTHER TRIBAL CODES APPLY TO THE SPECIFIC CIRCUMSTANCE AND ARE CLEARLY IN CONFLICT WITH THE PROVISIONS OF THIS CODE. IN ALL CASES, THIS CODE SHALL BE INTERPRETED IN A MANNER THAT BEST PRESERVES THE PEACE, SAFETY, AND GENERAL WELFARE OF THE TRIBE AND TRIBAL MEMBERS.
- B. FEDERAL LAWS-WHERE A CONFLICT MAY APPEAR BETWEEN THIS CODE AND ANY APPLICABLE FEDERAL LAW, THE FEDERAL LAW SHALL GOVERN ONLY IF IT HAS SPECIFIC APPLICABILITY AND IS IN CLEAR CONFLICT WITH THE PROVISIONS OF THIS CODE.
- C. STATE LAWS-TO THE EXTENT THAT THE LAWS OF THE STATE OF MICHIGAN MAY BE APPLICABLE TO THE SUBJECT MATTER OF THIS CODE, THEY WILL BE ADVISORY ONLY AND NOT DIRECTLY BINDING AND SHALL NOT GOVERN THE RELATIONS OF THE PARTIES.

SEC. 201. DEFINITIONS. AS USED IN THIS CODE THE FOLLOWING WORDS WILL HAVE THESE MEANINGS:

- A. *ACTION, SUIT, LAWSUIT, CLAIM, COMPLAINT*- INCLUDES ANY DISPUTE BETWEEN PERSONS OR ENTITIES WHICH RELATES TO THE RENTAL, LEASING, USE OR OCCUPANCY OF ANY BUILDING, HOUSING, OR DWELLING USED FOR HUMAN OCCUPANCY. THIS INCLUDES CLAIMS FOR THE PAYMENT OF MONIES FOR THE USE OF SUCH ACCOMMODATIONS AND DAMAGES TO SUCH ACCOMMODATIONS.
- B. *ADULT PERSON*- ANY PERSON WHO IS EIGHTEEN (18) YEARS OF AGE OR OLDER.
- C. *DRUG-RELATED CRIMINAL ACTIVITY* – MEANS THE ILLEGAL MANUFACTURE, SALE, DISTRIBUTION, USE OR POSSESSION WITH INTENT TO MANUFACTURE, SELL, DISTRIBUTE OR USE OF A CONTROLLED SUBSTANCE AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCE ACT (21 U.S.C. 802).
- D. *DWELLING OR DWELLING UNIT*- MEANS A STRUCTURE OR PART OF A STRUCTURE THAT IS USED AS A HOME, RESIDENCE OR SLEEPING PLACE BY ANY PERSON WHO MAINTAINS A HOUSEHOLD. FOR PURPOSES OF THIS CODE, THE TERM DOES NOT INCLUDE PUBLIC TRANSIENT ACCOMMODATIONS SUCH AS A HOTEL ROOM.
- E. *GUEST*- ANY PERSON, OTHER THAN A TENANT OR OTHER PERSON AUTHORIZED UNDER THE TERMS OF THE LEASE TO RESIDE IN A DWELLING UNIT, WHO IS IN, AT OR NEAR A DWELLING UNIT WITH THE PERMISSION AND CONSENT OF THE TENANT.

- F. LANDLORD-* THE PERSON RESPONSIBLE FOR THE RENTING, LEASING AND DETERMINATION OF OCCUPANCY OF ANY DWELLING UNIT; THE COLLECTION OF RENT FROM DWELLING UNITS; AND THE OVERSIGHT OF THE MAINTENANCE OF THE DWELLING UNITS AND ALL LANDS THAT THE DWELLING UNITS OCCUPY. FOR PURPOSES OF THIS CODE, THE TERM “LANDLORD” INCLUDES THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS AND ITS HOUSING AUTHORITY.
- G. LEASE-* ANY AGREEMENT, WRITTEN, ORAL OR BY PRACTICE OF THE PARTIES, AS WELL AS VALID RULES AND REGULATIONS REGARDING THE TERMS AND CONDITIONS FOR ANY USE OR OCCUPANCY OF A RESIDENTIAL DWELLING UNIT. FOR PURPOSES OF THIS CODE, THE TERM SHALL ALSO INCLUDE ANY AGREEMENT WHICH GOVERNS THE USE AND OCCUPANCY OF A DWELLING UNDER A USE AND OCCUPANCY AGREEMENT, A MUTUAL HELP HOME OWNERSHIP (HMO) AGREEMENT OR ANY LEASE/PURCHASE AGREEMENT UNDER WHICH A PERSON HAS NOT YET ACHIEVED HOME OWNERSHIP UNDER THAT AGREEMENT.
- H. LESSOR-* SEE “LANDLORD”.
- I. LESSEE-* THE ADULT PERSON(S) WHO IS/ARE A TENANT OF A RESIDENTIAL RENTAL UNIT OR A PERSON WHO IS USING, OCCUPYING, RESIDING ON OR LIVING IN A RESIDENTIAL RENTAL UNIT OR BUILDING UNDER LEASE OR RENTAL AGREEMENT.
- J. NUISANCE-* THE MAINTENANCE OR ALLOWANCE ON TRIBAL LAND OR PROPERTY OF A CONDITION WHICH CAN BE CONTROLLED AND WHICH UNREASONABLY THREATENS THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC, NEIGHBORING LAND USERS AND THE TRIBE, OR IS A CONDITION THAT SUBSTANTIALLY INTERFERES WITH THE TRIBE OR NEIGHBORING PROPERTY USERS TO ENJOY THE REASONABLE USE AND OCCUPANCY OF THEIR PROPERTY.
- K. PERSON-* MEANS AN INDIVIDUAL OR ORGANIZATION, PUBLIC AGENCY, CORPORATION, PARTNERSHIP OR ANY OTHER ENTITY RECOGNIZED BY THE TRIBE. FOR PURPOSES OF THIS CODE, THE TERM INCLUDES THE TRIBE, THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS HOUSING AUTHORITY.
- L. PREMISES-* MEANS A RESIDENTIAL DWELLING UNIT, TOGETHER WITH ALL APPURTENANCES AND ACCESSORY STRUCTURES ASSOCIATED WITH THE RESIDENTIAL DWELLING UNIT AND RIGHTS TO COMMON AREAS DESCRIBED IN A LEASE OR RENTAL AGREEMENT FOR THE USE OF A TENANT/TENANTS.
- M. RENT-* ALL PERIODIC PAYMENTS TO BE MADE TO THE LESSOR OR LANDLORD FOR THE LEASE OR OCCUPANCY OF A RESIDENTIAL RENTAL UNIT AND ITS ASSOCIATED PREMISES UNDER AN EXPRESS OR IMPLIED AGREEMENT. FOR PURPOSES OF THIS CODE, THE TERM “RENT” ALSO INCLUDES ANY PAYMENT DUE AND OWING FOR THE PURPOSES OF ANY EVICTION DUE TO DEFAULT IN ANY AGREEMENT FOR THE RENTAL OR LEASE/PURCHASE OF A DWELLING UNIT.
- N. RENTAL AGREEMENT-* SEE LEASE.

- O. *RESERVATION*- THE PINE CREEK RESERVATION AND ALL OTHER LANDS HELD IN TRUST FOR THE TRIBE.
- P. *RESIDENTIAL RENTAL UNIT*- A DWELLING UNIT WHICH IS RENTED OR LEASED AS A HOME OR RESIDENCE.
- Q. *TENANT*- THE ADULT LESSEE, SUB LESSEE, OR PERSONS ENTITLED UNDER A LEASE TO OCCUPY A RESIDENTIAL RENTAL UNIT TO THE EXCLUSION OF OTHERS.
- R. *TRIBE*- THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS.
- S. *TRIBAL COURT*- THE TRIBAL COURT OF THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS AS SET FORTH IN ARTICLE 10 OF THE TRIBE'S CONSTITUTION.

SEC. 301. LANDLORD/TENANT RIGHTS, OBLIGATIONS AND REMEDIES.

- A. *SOURCES OF RIGHTS, OBLIGATIONS AND REMEDIES.* THE RIGHTS, OBLIGATIONS AND REMEDIES OF LANDLORDS AND TENANTS, AS DEFINED IN THIS CODE, ARE CONTAINED IN:
 - 1. THE LAWS OF THE TRIBE;
 - 2. APPLICABLE STATUTES, REGULATIONS AND AGREEMENTS WITH AGENCIES OF THE UNITED STATES;
 - 3. AGREEMENTS WITH TENANTS OF DWELLINGS;
 - 4. BUILDING OR HOUSING CODES; OR
 - 5. OTHER LAWS WHICH ARE MADE APPLICABLE THROUGH THE PROVISIONS OF THIS CODE.
- B. *EFFECT OF ANY LEASE OR RENTAL AGREEMENT REGARDING DWELLINGS.* UNLESS AN AGREEMENT OR AN APPLICABLE PROVISION OF THE RENTAL AGREEMENT IS CLEARLY CONTRARY TO THE REQUIREMENTS OF THIS CODE, THE AGREEMENT OR PROVISION WILL GOVERN THE RIGHTS AND OBLIGATIONS OF ANY PARTY BEFORE THE TRIBAL COURT, AND THE TRIBAL COURT MUST GRANT THE RELIEF PROVIDED FOR IN THE AGREEMENT ACCORDING TO ITS TERMS. WHERE THERE IS NO WRITTEN AGREEMENT, THE INTENT OF THE PARTIES EXPRESSED IN THEIR ORAL AGREEMENT OR RELATIONSHIP WILL GOVERN, AS WELL AS APPLICABLE PROVISIONS OF THIS CODE.
- C. *LANDLORD RESPONSIBILITIES.* EVERY LANDLORD, INCLUDING THE TRIBE, SHALL:
 - 1. MAINTAIN THE RENTAL HOUSING UNITS IN A DECENT, SAFE AND SANITARY CONDITION.
 - 2. COMPLY WITH APPLICABLE BUILDING AND HOUSING CODES AND THIS CODE.
 - 3. MAKE ALL NECESSARY REPAIRS TO PUT AND MAINTAIN THE PREMISES IN A FIT AND HABITABLE CONDITION, EXCEPT WHERE THE PREMISES ARE RENDERED UNFIT OR UNINHABITABLE BY THE LESSEE OR THEIR GUEST, IN WHICH CASE, SUCH DUTY SHALL BE THE DUTY OF THE TENANT.
 - 4. KEEP COMMON AREAS OR THOSE PORTIONS OF THE PREMISES WHICH ARE NOT ASSIGNED TO A SPECIFIC TENANT IN A CLEAN, SAFE AND SECURE.
 - 5. ENSURE THE TENANT ACCESS TO THE DWELLING UNIT.

6. MAINTAIN IN SAFE WORKING ORDER ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATION, AIR CONDITIONING AND OTHER APPLIANCES WHERE SUCH THINGS ARE NOT THE RESPONSIBILITY OF THE TENANT.
7. GUARANTEE THE RIGHT OF GUEST ENJOYMENT OF THE DWELLING UNIT TO THE TENANT AND INSURE THAT THE CONDUCT OF OTHER TENANTS DOES NOT CAUSE A NUISANCE, OR ENDANGER THE PUBLIC HEALTH, SAFETY OR QUIET ENJOYMENT OF OTHERS.
8. GIVE SOLE POSSESSION OF THE DWELLING UNIT TO THE TENANT IN ACCORDANCE WITH THE RENTAL AGREEMENT.
9. DISCLOSE IN WRITING THE NAME, ADDRESS AND PHONE NUMBER OF THE PERSON(S) RESPONSIBLE FOR RECEIVING RENT, NOTICES, AND DEMANDS UNDER THIS CODE, AS WELL AS, THE PERSON(S) AUTHORIZED TO MANAGE THE DWELLING UNIT AND THE PERSON(S) RESPONSIBLE FOR MAKING REPAIRS WHERE AND WHEN THEY ARE REQUIRED.

D. TENANT RESPONSIBILITIES. THE TENANT SHALL:

1. PAY RENT, COSTS, FEES OR DAMAGES IN ACCORDANCE WITH THE RENTAL AGREEMENT, THIS CODE AND APPLICABLE LAW.
2. TO PROMPTLY NOTIFY THE LANDLORD OF ANY DEFECTS IN THE RESIDENTIAL RENTAL UNIT OR PREMISES WHICH ARE HAZARDOUS TO LIFE, HEALTH OR SAFETY.
3. MAKE NO DISTURBANCES IN THE DWELLING UNIT OR YARD.
4. NOT ENGAGE IN ANY ILLEGAL ACTIVITY IN, ON, OR AROUND THE PREMISES.
5. PROMPTLY CLEAN UP AND DISPOSE OF ALL TRASH, GARBAGE, AND RUBBISH AND DEPOSIT IT IN A SUITABLE RECEPTACLE. NO TRASH SHALL BE BURNED.
6. KEEP THE INTERIOR, EXTERIOR AND PREMISES CLEAN AND SANITARY.
7. PROPERLY STORE AND MAINTAIN ANY FLAMMABLE PRODUCTS AND ONLY STORE THEM IN AREAS APPROVED BY THE LANDLORD.
8. USE ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING, AIR CONDITIONING, AND OTHER APPLIANCES IN A PROPER, SAFE AND REASONABLE MANNER.
9. CONDUCT THEMSELVES AND REQUIRE THEIR GUESTS TO CONDUCT THEMSELVES IN A MANNER WHICH DOES NOT DISTURB THE QUIET ENJOYMENT OF OTHERS OR CAUSES A BREACH OF THE PEACE.
10. USE THE DWELLING ONLY FOR RESIDENTIAL PURPOSES AND NOT GIVE THE UNIT TO OTHERS, ASSIGN A LEASE OR SUBLEASE THE DWELLING UNIT WITHOUT THE WRITTEN PERMISSION OF THE LANDLORD.
11. ABIDE BY ALL RULES AND REGULATIONS OF THIS CODE.
12. PROVIDE THE LANDLORD REASONABLE AND NECESSARY ACCESS TO THE DWELLING UNIT.

E. *TENANT REMEDIES.* WHERE THE LANDLORD HAS NOT COMPLIED WITH THEIR RESPONSIBILITIES UNDER THIS CODE OR THE TERMS OF THE RENTAL AGREEMENT REGARDING DWELLING UNIT, THE TENANT SHALL HAVE THE FOLLOWING RIGHTS AND REMEDIES:

1. GIVE REASONABLE NOTICE TO THE LANDLORD TO REQUIRE THE LANDLORD TO COMPLY WITH ITS OBLIGATIONS UNDER THE RENTAL AGREEMENT AND THIS CODE, DEMAND REPAIRS WHICH ARE THE RESPONSIBILITY OF THE LANDLORD, AND TO TERMINATE THE AGREEMENT UNDER WHICH THE TENANT OCCUPIES THE RESIDENTIAL RENTAL UNIT.
2. TO REQUIRE REPAIRS OR MAINTENANCE WHICH ARE THE RESPONSIBILITY OF THE LANDLORD.
3. SHOULD THE LANDLORD FAIL TO MAKE REPAIRS WITHIN A REASONABLE TIME AFTER THE NEED FOR THEM IS DULY NOTICED BY THE TENANT, TO CURE THE LANDLORD'S NON-COMPLIANCE, THE TENANT MAY:
 - a. WITHHOLD RENT;
 - b. MAKE NECESSARY REPAIRS AND UPON FURNISHING ANY RELEVANT RECEIPTS TO THE LANDLORD, DEDUCT THE COST OF SAID REPAIRS FROM THE RENT OWING;
4. INSTITUTE AN ACTION IN TRIBAL COURT TO SEEK AN ORDER OR JUDGMENT FOR THE PAYMENT OF MONIES OR COSTS, COMPLIANCE WITH THE RENTAL AGREEMENT OR OTHER LEGAL OBLIGATIONS OF THE LANDLORD, TERMINATE THE AGREEMENT WITH THE LANDLORD, OR ANY OTHER RELIEF TO WHICH THE TENANT MAY BE ENTITLED BY LAW OR UNDER THE RENTAL AGREEMENT.

F. *LANDLORD REMEDIES.* WHEN A TENANT HAS NOT COMPLIED WITH THIS CODE OR THE TERMS OF THE RENTAL AGREEMENT, THE LANDLORD HAS THE RIGHT TO:

1. GIVE REASONABLE NOTICE TO THE TENANT DEMANDING THAT TENANT COMPLY WITH HIS/HER/THEIR OBLIGATIONS, PAY MONIES DUE AND OWING UNDER THE RENTAL AGREEMENT, TERMINATE THE RENTAL AGREEMENT AND DEMAND THAT THE TENANT(S) AND OTHER OCCUPANTS VACATE THE PREMISES.
2. REQUIRE REPAIRS OR MAINTENANCE WHICH ARE THE RESPONSIBILITY OF THE TENANT AND COMPLIANCE WITH OTHER REASONABLE RULES AND REGULATIONS FOR OCCUPANCY OF RESIDENTIAL RENTAL UNITS PRESCRIBED IN THIS CODE AND OTHER APPLICABLE TRIBAL CODES.
3. INSTITUTE AN ACTION IN TRIBAL COURT TO SEEK AN ORDER OR JUDGMENT FOR PAYMENT OF MONIES AND/OR COSTS, COMPELLING COMPLIANCE WITH THE RENTAL AGREEMENT AND OBLIGATIONS OF TENANTS, TERMINATION OF THE RENTAL AGREEMENT, PAYMENT OF DAMAGES, EVICTION OF THE TENANTS AND ANY OTHER RELIEF TO WHICH THE LANDLORD MAY BE ENTITLED UNDER THIS CODE, THE RENTAL AGREEMENT OR OTHER APPLICABLE LAW.

SEC. 302. ABANDONED RENTAL UNITS.

- A. THE LANDLORD MAY REGAIN POSSESSION OF A DWELLING UNIT, IN ACCORDANCE WITH THIS SECTION, WHERE A TENANT HAS VACATED THE PREMISES WITHOUT NOTICE TO THE LANDLORD IF ONE OR MORE OF THE FOLLOWING CONDITIONS EXIST:
 - 1. THE TENANT EVIDENCES THEIR INTENTION NOT TO RETURN TO THE PREMISES BY REMOVING ALL OF THEIR PERSONAL EFFECTS AND POSSESSIONS;
 - 2. NON -PAYMENT OF RENT FOR TWO OR MORE MONTHS;
 - 3. AN EXPRESS STATEMENT IN WRITING OR ORALLY TO THE LANDLORD THAT THE TENANT DOES NOT INTEND TO OCCUPY THE PREMISES AFTER A SPECIFIC DATE.
- B. THE LANDLORD SHALL MAKE REASONABLE ATTEMPTS TO NOTIFY THE TENANT BEFORE DECLARING THE PROPERTY ABANDONED. REASONABLE NOTICE MAY CONSIST OF ONE OF THE FOLLOWING:
 - 1. SENDING WRITTEN NOTICE TO THE TENANT AT THEIR LAST KNOWN ADDRESS BY REGULAR MAIL;
 - 2. POSTING WRITTEN NOTICE ON THE PREMISES 5 DAYS PRIOR TO THE LANDLORD RETAKING POSSESSION;
 - 3. ANY OTHER TYPE OF NOTICE, INCLUDING PERSONAL SERVICE THAT IS REASONABLY CALCULATED TO BE ADEQUATE NOTICE.
- C. POSSESSION AND PROPERTY LEFT IN OR ON AN ABANDONED PREMISE SHALL BE FORFEITED TO THE LANDLORD AFTER 30 DAYS FROM THE DATE THAT NOTICE OF ABANDONMENT WAS MADE TO THE TENANT.
 - 1. AFTER 30 DAYS THE POSSESSIONS WILL BE FORFEITED TO THE LANDLORD TO BE DISPOSED OF AT THE LANDLORD'S DISCRETION.
 - 2. DURING THE 30 DAY NOTICE PERIOD, THE LANDLORD SHALL BE CONSIDERED THE BAILLEE OF THE PROPERTY IN QUESTION.

SEC. 401. EVICTIONS.

- A. *TERMINATION PROCEDURES.* AN AGREEMENT OF THE PARTIES FOR THE RENTAL OF A RESIDENTIAL DWELLING UNIT MAY BE TERMINATED IN THE FOLLOWING MANNER:
 - 1. TERMINATION SHALL BE FOR GOOD CAUSE AS DEFINED IN SECTION 401.C. OF THIS CODE OR FOR VIOLATIONS OF THE TERMS OF THE RENTAL/LEASE AGREEMENT BETWEEN THE PARTIES.
 - 2. THE WRITTEN NOTICE MUST CONTAIN THE REASONS FOR THE TERMINATION, AND INFORM THE PERSON RECEIVING NOTICE OF THE RIGHT TO MAKE A REASONABLE REPLY.
- B. *NOTICE TO QUIT/TERMINATION REQUIREMENT.* THE NOTICE MUST BE DELIVERED WITHIN THE FOLLOWING PERIODS OF TIME:
 - 1. NO LESS THAN SEVEN (7) CALENDAR DAYS PRIOR TO THE TERMINATION OF THE RENTAL AGREEMENT FOR ANY FAILURE TO PAY RENT OR OTHER PAYMENTS REQUIRED BY THE AGREEMENT.

2. NO LESS THAN THREE (3) CALENDAR DAYS PRIOR TO THE TERMINATION OF THE RENTAL AGREEMENT FOR NUISANCE, SERIOUS INJURY TO PROPERTY, OR INJURY TO PERSONS. IN SITUATIONS IN WHICH THERE IS AN EMERGENCY, SUCH AS A FIRE OR CONDITION MAKING THE DWELLING UNSAFE OR UNINHABITABLE, OR IN SITUATIONS INVOLVING AN IMMINENT OR SERIOUS THREAT TO PUBLIC HEALTH AND SAFETY, THE NOTICE MAY BE MADE IN A PERIOD OF TIME WHICH IS REASONABLE, GIVEN THE SITUATION.
3. NO LESS THAN FOURTEEN (14) CALENDAR DAYS IN ALL OTHER SITUATIONS.

C. *GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION.* A TENANT MAY BE EVICTED FOR THE FOLLOWING:

1. NON-PAYMENT OF RENT FOR 2 CONSECUTIVE MONTHS OR FOR 3 MONTHS OUT OF ANY 5 MONTH PERIOD;
2. CHRONIC LATE PAYMENT OF RENT WHICH MEANS PAYING RENT AFTER THE DUE DATE ON 3 OR MORE OCCASIONS DURING THE RENTAL PERIOD;
3. NUISANCE, INTENTIONAL, OR RECKLESS DAMAGE, DESTRUCTION OR INJURY TO THE PREMISES OR OTHER PROPERTY OF THE LANDLORD OR TO PROPERTY OF OTHER TENANTS;
4. DISTURBING OR INTERFERING WITH ANOTHER TENANT'S RIGHT TO QUIET ENJOYMENT OF A DWELLING UNIT OR PREMISES;
5. OCCUPATION OF ANY PREMISES WITHOUT PERMISSION.

D. *NOTICE TO QUIT/TERMINATION OF TENANCY.*

1. WHEN THE LANDLORD WISHES TO OBTAIN POSSESSION OF A PREMISES FROM A TENANT WHERE THERE EXISTS ONE OR MORE LEGALLY RECOGNIZABLE REASONS TO EVICT THE TENANT OCCUPYING THE PREMISES, THE LANDLORD SHALL, WITHIN IN THE TIME PERIOD PRESCRIBED IN SECTION 8.B., GIVE TO THE TENANT *NOTICE TO QUIT*.
2. THE *NOTICE TO QUIT* SHALL BE ADDRESSED TO THE TENANT AND SET FORTH THE SPECIFIC REASONS WHY THE LANDLORD WANTS TO EVICT THE TENANT AND THE DATE ON WHICH THE LANDLORD INTENDS TO TAKE OVER THE PREMISES.
3. THE *NOTICE TO QUIT* SHALL BE IN WRITING AND SHALL BE SERVED OR DELIVERED TO THE TENANT AS FOLLOWS:
 - a. PERSONAL SERVICE BY AN ADULT PERSON WITH AN AFFIDAVIT OF SERVICE FILED WITH THE TRIBE; OR
 - b. CERTIFIED MAIL TO THE TENANT AT THE TENANT'S LAST KNOWN ADDRESS WITH RETURN RECEIPT REQUIRED; OR
 - c. POSTING ON THE MAIN ENTRY DOOR TO THE PREMISES A COPY OF THE *NOTICE TO QUIT* AFTER FIRST SENDING A COPY OF THE *NOTICE TO QUIT* BY REGULAR MAIL TO THE TENANT AT THE PREMISES.

E. *PRE-EVICTION OPTIONS*

AFTER *NOTICE TO QUIT* IS SERVED UPON A TENANT, THE LANDLORD AND TENANT MAY

ENGAGE IN DISCUSSIONS TO AVOID AN EVICTION PROCEEDING, AND TO SETTLE THE ISSUES BETWEEN THE PARTIES. AN AGREEMENT TO ENTER INTO DISCUSSIONS WILL NOT AFFECT THE LEGAL RIGHTS OF THE PARTIES.

F. NO SELF-HELP EVICTION. EXCEPT BY MUTUAL CONSENT OF THE PARTIES, NO LANDLORD MAY COMPEL A TENANT TO VACATE ANY RESIDENTIAL RENTAL UNIT IN A FORCEFUL FASHION OR WAY WHICH CAUSES A BREACH OF THE PEACE WITHOUT GIVING *NOTICE TO QUIT* AND OBTAINING A TRIBAL COURT ORDER AS PROVIDED IN THIS CODE.

G. JUDICIAL EVICTION PROCEEDINGS

1. AFTER NOTICE TO THE TENANT AS REQUIRED IN SECTION 401.D. AND THE TENANT'S REFUSAL OR FAILURE TO SURRENDER POSSESSION OF THE PREMISES, THE LANDLORD MAY FILE A COMPLAINT FOR EVICTION AND FOR SUCH OTHER RELIEF AS THE COURT MAY DEEM JUST AND PROPER. THE COMPLAINT SHALL CONTAIN:
 - a. THE NAME OF THE TENANT AGAINST WHOM THE LEGAL ACTION IS BEING TAKEN;
 - b. A COPY OF THE RENTAL AGREEMENT BETWEEN THE TENANT AND THE LANDLORD;
 - c. THE ADDRESS OF THE PREMISES;
 - d. THE STATUTORY GROUNDS FOR EVICTION;
 - e. A STATEMENT SHOWING THAT *NOTICE TO QUIT* HAS BEEN SERVED ACCORDING TO STATUTE;
 - f. THE RELIEF DEMANDED, INCLUDING ANY CLAIM FOR DAMAGES, FEES, COSTS OR OTHER SPECIAL RELIEF, WHICH MAY INCLUDE NON-PAYMENT OF RENT OR OTHER COSTS BETWEEN THE TIME OF NOTICE AND THE EXECUTION OF JUDGMENT DESCRIBED IN SECTION 401.G.5;
 - g. IF THE LANDLORD IS THE NOTTAWASEPPI HURON BAND OF THE POTAWATOMI INDIANS' HOUSING AUTHORITY, A STATEMENT THAT THE HOUSING AUTHORITY HAS COMPLIED WITH ALL REQUIRED REGULATORY PROCESSES PRIOR TO FILING THE EVICTION COMPLAINT.
2. UPON FILING OF AN EVICTION COMPLAINT, THE TRIBAL COURT SHALL:
 - a. SET A HEARING DATE NOT MORE THAN 14 CALENDAR DAYS FOLLOWING THE DATE OF FILING;
 - b. NOTIFY THE TENANT OF THE HEARING DATE BY PERSONAL SERVICE, OR IF PERSONAL SERVICE IS NOT PRACTICABLE, BY CERTIFIED MAIL TO THE TENANT'S LAST KNOWN ADDRESS;
 - c. THE COURT MAY ORDER THE TENANT TO PAY THE LANDLORD RENT FOR THE USE AND OCCUPANCY OF THE PREMISES DURING THE PENDENCY OF THE EVICTION CASE.
3. THE BURDEN OF PROOF IN AN EVICTION CASE IS ON THE LANDLORD TO SHOW GROUNDS FOR EVICTION AS CONTAINED IN SECTION 401.C. OF THIS CODE OR BY THE TERMS OF THE RENTAL AGREEMENT, BY A PREPONDERANCE OF THE EVIDENCE.

4. THE COURT SHALL ENTER A JUDGMENT AFTER A HEARING IN AN EVICTION CASE WITHIN 14 CALENDAR DAYS. THE COURT HAS EQUITABLE POWER TO ENTER ANY ORDER THAT IS FAIR AND JUST AND MAY ORDER, BUT IS NOT LIMITED TO ORDER, THE FOLLOWING:
- a. ORDER THE IMMEDIATE EVICTION OF THE TENANT AND DELIVERY OF THE PREMISES TO THE LANDLORD;
 - b. GRANT DAMAGES TO THE LANDLORD FOR ANY INJURY OR HARM TO THE PREMISES PLUS REASONABLE INTEREST;
 - c. ESTABLISH A PAYMENT PLAN FOR THE TENANT;
 - d. ORDER RENT PAYMENTS THROUGH WAGE ASSIGNMENT OR GARNISHMENT OR OUT OF A PER CAPITA PAYOUT, IF APPLICABLE;
 - e. ORDER THE TENANT TO PERFORM WORK FOR THE LANDLORD TO PAY OFF BACK RENT, AT AN HOURLY RATE TO BE DETERMINED BY THE COURT;
 - f. ORDER THE PAYMENT OF ATTORNEY FEES OR COSTS;
 - g. GRANT ANY OTHER RELIEF ALLOWED BY LAW OR IN EQUITY.

5. *EXECUTION OF JUDGMENT*

AN ORDER OF EVICTION MAY BE EXECUTED BY A DULY AUTHORIZED LAW ENFORCEMENT OFFICER OR AN OFFICER OF THE COURT, APPOINTED BY THE COURT FOR SUCH A PURPOSE. TO EXECUTE THE ORDER OF EVICTION THE OFFICER SHALL:

- a. REMOVE ALL EVICTED PERSONS FROM THE PREMISES AND VERBALLY ORDER THEM NOT TO RETURN;
- b. PROVIDE A COPY OF THE ORDER OF EVICTION TO ALL TENANTS;
- c. POST COPIES OF THE ORDER OF EVICTION ON ALL EXTERIOR DOORS OF THE PREMISES IF NO ADULT TENANT IS PRESENT;
- d. SUPERVISE THE REMOVAL OF ANY POSSESSIONS OF THE EVICTED TENANT(S).

UPON RECEIPT OF ANY ORDER OF EVICTION, ANY LAW ENFORCEMENT OFFICER EXECUTE THAT ORDER WITHIN 5 CALENDAR DAYS UPON RECEIPT.

SEC. 501. SEVERABILITY.

IF ANY CLAUSE, SENTENCE, PARAGRAPH, SECTION, OR PART OF THIS CODE SHALL, FOR ANY REASON BE ADJUDICATED BY ANY COURT OF COMPETENT JURISDICTION, TO BE INVALID OR UNCONSTITUTIONAL, SUCH JUDGMENT SHALL NOT AFFECT, IMPAIR, OR INVALIDATE THE REMAINDER THEREOF, BUT SHALL BE CONFINED IN ITS OPERATION TO THE CLAUSE, SENTENCE, PARAGRAPH, SECTION, OR PART THEREOF DIRECTLY INVOLVED IN THE CONTROVERSY IN WHICH THE JUDGMENT SHALL HAVE BEEN RENDERED.