



## Title 6. Property and Land – Chapter 611

### LANDLORD-TENANT

#### Rule # 1 – General Rental Program Eligibility, Selection and Other Requirements

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### 1.1. Purpose and Effective Date

1.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division’s general rental programs that are not reserved for elders or low-income Tribal members.

1.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law.

### 1.2. Adoption and Authority

1.2-1. This rule was jointly adopted by the Comprehensive Housing Division and Land Commission in accordance with the procedures of the Administrative Rulemaking law.

1.2-2. This rule may be amended or repealed by the joint approval of the Comprehensive Housing Division and Land Commission pursuant to the procedures set out in the Administrative Rulemaking law.

1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.

1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

### 1.3. Definitions

1.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.<sup>1</sup>

(b) “Landlord” means the Nation in its capacity to rent real property subject to a rental agreement.

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<sup>1</sup> See BC Resolution 10-12-16-D providing that for purposes of this law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

- (c) "Nation" means the Oneida Nation.
- (d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
- (e) "Rental Agreement" means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.
- (f) "Tenant" means the person granted the right to use or occupy a premises pursuant to a rental agreement.
- (g) "Security Deposit" means a payment made to the landlord by the tenant to ensure that rent will be paid and other responsibilities of the rental agreement performed.

#### **1.4. Eligibility Requirements**

1.4-1. *Tribal Member Status.* At least one (1) of the tenants named as a party to the rental agreement is required to be a Tribal member.

1.4-2. *Debt to Income Ratio.* In order to be eligible for a rental agreement, applicants shall have a maximum debt to income ratio of fifty percent (50%).

(a) Comprehensive Housing Division staff shall calculate the debt to income ratio by dividing the applicant's monthly debt by the applicant's monthly income.

(b) For purposes of calculating income for the debt to income ratio, the Comprehensive Housing Division staff:

- (1) May not include child support payments;
- (2) May not include education grants/scholarships;
- (3) May not include medical bills; and
- (3) Shall include per capita payments to the extent that receipt of per capita payment may be verified for each of the five (5) years prior to rental application.

(A) For per capita payments paid by the Nation, the Comprehensive Housing Division staff shall verify with the Trust Enrollment Department that the applicant received the full eligible amount of the per capita payments for each of the five (5) years prior to rental application.

(B) For per capita payments paid by other tribes the Comprehensive Housing Division staff shall verify that the applicant received per capita payments for each of the five (5) years prior to rental application using the applicant's tax return.

(C) When per capita payments qualify to be considered as part of the income calculation, Comprehensive Housing Division staff shall use an average to the payments the applicant received for the five (5) years prior to rental application.

1.4-3. *Outstanding Debts.* Applicants for a rental agreement may not have a past due balance greater than two hundred dollars (\$200) owed to any utility provider and may not have any prior debt owed to the Comprehensive Housing Division.

1.4-4. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental agreement with the Comprehensive Housing Division subject to an eviction and termination within two (2) years from the date of the application are not eligible to participate in the general rental program.

1.4-5. *Past Due Accounts.* Applicants for a rental agreement are ineligible if a review of the

applicant's credit report reveals more than five (5) accounts that are past due and/or in collections, provided that medical bills may not be included in this consideration

1.4-6. *Pardon and Forgiveness.* A grant of a pardon or forgiveness pursuant to the Nation's Pardon and Forgiveness law may result in an otherwise ineligible tenant becoming eligible.

## **1.5. Application Process and Wait List**

1.5-1. *Applying.* Persons wishing to participate in the general rental program shall complete the Comprehensive Housing Division rental agreement application and any other required accompanying forms, including but not limited to, the employment verification form, a release authorization form and a housing needs/preference form. The Comprehensive Housing Division staff may not consider any applications for selection and/or placement on the wait list until the application and all accompanying forms are complete. Upon receipt of a completed application, including all supplementary forms, Comprehensive Housing Division staff shall date and time stamp the application. If, regardless of a complete application submittal, additional information is required to determine eligibility, the Comprehensive Housing Division staff shall request such information and maintain the application submittal date provided that the applicant responds to the information requests within the timeframe designated by the Comprehensive Housing Division.

(a) *Household Composition Form.* The Comprehensive Housing Division staff shall require applicants to complete a Household Composition Form which provides the full name, age and date of birth of each person contemplated to reside in rental unit. In order to verify such information, the Comprehensive Housing Division staff shall require that applicants submit a copy of a picture identification card for each adult contemplated to reside in the rental unit including a minimum of one tribal identification card.

(b) *Background Checks.* In order to ensure compliance with the eligibility requirements of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall perform a background check on each adult in the household. Household adults are also subject to annual background checks upon annual rental agreement renewal pursuant to 1.8-5 and as may be determined to be necessary to maintain the safety of the community by the Comprehensive Housing Division staff.

1.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) eligible for the general rental program, the staff shall place the applicant on the waitlist and notice the applicant with a letter of placement on the waitlist as well as the required date for the annual application update.

1.5-3. *Notification of Ineligibility.* If review of a complete submitted application and/or annual renewal reveals that an applicant is ineligible to participate in the general rental program based on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify the applicant of the cause of the ineligibility and how the applicant may become eligible in the future. At such time, Comprehensive Housing Division staff shall also inform the applicant of other housing opportunities offered by the Nation for which the applicant may be eligible, if applicable.

1.5-4. *Required Application Updates.* Applicants on the wait list are required to update the application, at a minimum, annually, but also whenever information submitted on the application has changed. Applicants that fail to complete the application update within the allotted timeframe will be removed from the wait list and required to re-apply for future consideration. For any updated application that reveals an applicant has become ineligible, Comprehensive Housing Division staff shall remove the applicant from the wait list and provide the applicant notice of the

cause for ineligibility.

## **1.6. Tenant Selection**

1.6-1. *Pulling from the Waitlist When Units Become Available.* When a rental premise becomes available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on the first applicant on the wait list in consideration of the applicant's noted housing needs/preferences. For example, if a one (1) bedroom unit becomes available and the first applicant on the waitlist has noted on his/her housing needs/preference form that they wish to be contacted only when a unit becomes available that is two (2) bedrooms or larger, Comprehensive Housing Division staff will skip over the first applicant and move on to the next applicant on the waitlist until an applicant is reached whose housing needs/preferences align with the available unit.

1.6-2. *Notice of Tenant Selection.* When an applicant is selected for a rental unit in accordance with this section, the Comprehensive Housing Division staff shall provide the applicant with notice of tenant selection. The notice, at a minimum, shall include the address of the rental premise, the required security deposit and monthly rent, and a requirement that the applicant respond within fifteen (15) calendar days to accept/reject the rental premise noting that the security deposit is due at the time of acceptance. Applicants that pay a security deposit and fail to complete the selection process to actually take occupancy forfeit the security deposit to the Comprehensive Housing Division as consideration for holding the unit. Comprehensive Housing Division shall return the security deposit to the applicant only in circumstances where the applicant is prevented from entering the rental agreement based on a loss of eligibility due to circumstances outside of the applicant's control (i.e. death of a Tribal member that made the household eligible for the general rental program).

(a) *Failure to Respond or Rejecting a Rental Premise.* If a rental premise is rejected, such rejection shall be submitted to the Comprehensive Housing Division in writing. An applicant who has rejected a unit will remain on the waitlist in his/her existing spot so long as the applicant does not request to be removed from the waitlist. If an applicant fails to respond to the notice, Comprehensive Housing Division staff shall remove the applicant from the wait list; in such circumstances the applicant may re-apply for the general rental program.

(b) *Accepting a Rental Premise.* In order for an applicant's acceptance of a rental premise to be complete, the applicant shall submit along with the acceptance a payment for the full security deposit. Prior to accepting a security deposit payment, Comprehensive Housing Department staff shall verify that the applicant remains eligible for the general rental program. Applicants that have accepted a rental premise from the general rental program have thirty (30) calendar days from the date of acceptance and payment of the security deposit to:

- (1) Reconfirm that they remain eligible for the general rental program;
- (2) Pay the first month's rent; and
- (3) Execute the rental agreement and all required supplemental forms, provided that the agreement may not be executed until (A) and (B) are complete.

(c) *Taking Occupancy.* The Comprehensive Housing Division shall provide the tenant with keys to the rental premises upon execution of the rental agreement. As such time, the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet and notice the tenant that he/she has seven (7) calendar days from the date the tenant takes occupancy to complete the check-in sheet and submit it to the Comprehensive Housing

Division.

### **1.7. Security Deposits**

1.7-1. *Standard Security Deposit.* The standard security deposit for a general rental unit shall be equal to one (1) month's rent payment.

1.7-2. *Increased Security Deposit for Pets.* Tenants in the Comprehensive Housing Division's general rental program may have pets<sup>2</sup> in accordance with the Domestic Animal Ordinance, provided that an increased security deposit is required.

(a) The standard security deposit does not apply to tenants with pets. Comprehensive Housing Division staff shall require that tenants with pets (excluding fish) pay a security deposit that is equal to two (2) month's rent payments.

(b) In the event that a tenant wishes to acquire a pet after the rental agreement has been signed, the tenant shall notify the Comprehensive Housing Division and shall pay the difference between the increased security deposit for pets and the standard security deposit.

### **1.8. Annual Inspection and Rental Agreement Renewal**

1.8-1. *Scheduling Annual Inspections.* Comprehensive Housing Division staff shall schedule tenants' annual inspections for a date that is within thirty (30) calendar days of the expiration of the tenants' rental agreement.

1.8-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

1.8-3. *Inspection Findings.* In the event that an inspection reveals conditions that may affect the health and safety of the tenant and/or the community or the integrity and condition of the rental premises, the Comprehensive Housing Division shall implement a follow up schedule to ensure the issue is adequately remedied. If the issue is not adequately remedied based on the schedule determined by the Comprehensive Housing Division, termination and eviction may be necessary.

1.8-4. *Damages.* Tenants may be required to pay costs to repair any damages to the rental premises discovered during the annual inspection. Payment for such costs must be received by the Comprehensive Housing Division prior to signing a rental agreement renewal.

1.8-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to sign a renewal rental agreement annually. The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation. In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

### **1.9. Rental Agreement Cancellation**

1.9-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the general rental program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

1.9-2. *Prorated Rent.* In the event of cancellation of a rental agreement, the Comprehensive

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<sup>2</sup> For the purposes of this section, a service animal is not considered a pet and is not subject to the increased security deposit for pets.

Housing Division staff shall prorate the last month's rent payment requirement based upon the greater of the following:

- (a) The number of calendar days the unit was occupied in the last month; or
- (b) Two (2) weeks, which is the minimum allowable notice.

1.9-3. *Abandonment.* Where a tenant fails to provide notice of rental agreement cancellation and abandons the rental unit without notice to the Comprehensive Housing Division, the tenant shall be responsible for any costs that may accumulate until the Comprehensive Housing Division is able to terminate the rental agreement in accordance with the Eviction and Termination law.

*End.*

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