

**S/M Tribal Rental Homes  
ADMISSION AND OCCUPANCY POLICIES**

**I. Eligibility for Admission and Occupancy**

1. All persons who submit a complete application for housing to the Stockbridge-Munsee Division of Community Housing (DCH) are eligible for consideration as a possible tenant.
2. A complete application consists of forms providing the applicant's name, address, phone number, employer, current and past landlords, as well as a release of information and a statement verifying any convictions relating to unlawful activities. The DCH reserves the right to change the application/forms at any time it deems necessary.
3. On submittal, the DCH will review applications to determine whether they are complete.
4. Incomplete applications will be returned to the applicant. It is the applicant's responsibility to complete the application in its entirety in order to be considered for tenancy.
5. Applicants are responsible to keep updated/current mailing address and telephone numbers on file with the DCH. The DCH will not be responsible for locating applicants that are unable to be reached at the address or telephone number on file.
6. Applications will not be accepted from any individual who has an outstanding debt with DCH related to housing or utility services.

**II. TENANT SELECTION**

A. Preference

1. Preference for selection of tenants will be given to Stockbridge-Munsee Tribal members, descendants and then other enrolled Indian families as follows:
  - a. Verified Enrolled Stockbridge-Munsee
  - b. Verified first generation Stockbridge-Munsee descendant
  - c. Verified second generation Stockbridge-Munsee descendant
  - d. Other verified enrolled native American families

B. Waiting List

1. Applicants with complete applications will be listed on a waiting list in the order that the complete applications are received by the DCH. Applicants' names will not be added to the waiting list until their applications are complete.
2. Applications will be reviewed by the DCH when a unit becomes available. The DCH will look at the following criteria when considering applications: preference, date and time the application was received, the applicant's credit history, criminal

history and the landlord report. Based on these criteria and other relevant information, the DCH will select an applicant for occupancy.

3. The DCH may deny an applicant for:
  - a. Criminal Convictions
  - b. Providing false information on the application
  - c. Past landlord history
  - d. Poor credit history
4. If an applicant cannot be contacted at the address and telephone number on file with the DCH when a unit becomes available, the applicant will be removed from the waiting list and another applicant will be selected for occupancy.
5. When an applicant is selected for occupancy, the applicant will be given five (5) working days to notify the DCH as to whether or not they will accept the unit offered. If the applicant does not respond within this timeframe, the selected applicant will be removed from the waiting list and the unit will be offered to another applicant from the list.
6. Once a unit is accepted, the applicant must sign a Lease and assume tenancy within 30 days of the date tenancy was accepted.
7. If the selected applicant rejects the unit offered within the five (5) day timeframe, the applicant will be moved to the bottom of the waiting list, if requested, or removed from the waiting list and the unit will be offered to another applicant from the list.

### **III. Security Deposit**

1. All tenants will be required to pay a security deposit equal to one (1) month rent to the DCH prior to occupancy.
2. The security deposit will be held by the DCH for the duration of the tenant's lease.
3. If needed, the security deposit may be used toward monies that the tenant owes the DCH at the termination of the tenant's lease, including back rent, reimbursement for the costs to repair damage to the apartment, and any other charges owed by the tenant.
4. The security deposit will not be applied towards rent payments or other charges while the tenant occupies the unit.
5. The security deposit will be returned after the DCH's Move-out Inspection Report is completed, unless damages are found or the tenant owes money to the DCH.

#### **IV. Lease**

- A. Shortly after being selected for admission, the DCH and the new tenant will review the required “Home Rental Lease” and this lease will be signed by both parties.
  1. The lease will be for an initial six (6) month term.
    - a. The lease will automatically renew for a successive 6-month term, unless written notice terminating the lease is provided to the other party at least thirty (30) days before the expiration of the lease term.
    - b. Written notice shall contain the date by which the apartment should be vacated.
  2. The parties must execute a new lease each year. The failure to renew the lease each year as required shall result in immediate eviction.
- B. Termination of the Lease
  1. The Tenant may terminate the Lease by giving 30 day advance written notice prior to the end of the first six months of occupancy or if an automatic six month extension was given, the tenant may terminate the lease by giving written 30 day written advance notice before the end of the twelve month period.
  2. If the tenant is found to have violated the lease at any time during occupancy, the tenant will be notified of such violations and any corrective action required by the DCH in writing. Lease violations can lead to the termination of the lease and eviction.
  3. The DCH shall provide the tenant with the following notice, in the event the DCH terminates the lease:
    - a. No less than fourteen (14) calendar days prior to the termination of the lease for failure to pay rent or other payments required by the lease.
    - b. No less than three (3) calendar days prior to the termination of the lease 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 or safety, the termination may be made in a period of time which is reasonable, given the situation.
    - c. No less than fourteen (14) calendar days in all other situations.
  4. The DCH shall notify the tenant in writing of the specified reason(s) for the termination of the lease and the alleged facts upon which it is based.
  5. If either party fails to comply with any of the terms of this lease, such failure is grounds for the termination of the lease and eviction from the unit. When the lease is terminated due to Tenants noncompliance with its terms, Tenant shall remain liable for rent due to Landlord for the remainder of the lease term or until the unit is re-occupied, whichever is shorter, and for any deficiencies. Upon termination of the lease or abandonment by the Tenant,

Landlord shall have the right to store or otherwise dispose of any property left in the unit or related areas at the Tenants cost and expense, in accordance with tribal law.

6. When vacating a unit, tenant agrees to leave the unit in a clean and good condition (reasonable wear and tear excepted) and to return all keys to the DCH. The failure to return keys shall result in a charge of not less than Twenty Dollars (\$20.00) to the tenant for new door locks.
7. The tenant will be charged for any costs connected with the termination of the lease by the DCH and any eviction action, in accordance with tribal law, if such actions are the result of a breach by the tenant.

## **V. Tenant Obligations**

- A. Tenant is responsible for payment of all utilities, including but not limited to; electricity, heat, water & sewer, telephone, lawn care, and snow removal. Lawn care and snow removal will be provided for Elder and Disabled tenant.
- B. Tenant shall keep the unit and other areas assigned to the Tenant in a clean and tenantable condition and in as good repair as at the beginning of the lease term, normal wear and tear accepted.
- C. Tenant shall notify Landlord of any required repairs, unsafe conditions or other problems in the unit.
- D. Tenant shall not make excessive noise or engage in other activities on the premises that would disturb or interfere with neighbors and must abide by the Tribes Public Peace and Good Order Ordinance.
- E. Tenant shall not obstruct the passageways of, including but not limited to; the unit, entrances, sidewalks, driveways, etc.
  1. Tenant shall not park on the grass or lawn areas
- F. Tenant shall not paint or deface the interior or exterior of the unit or any buildings, nor shall Tenant make any alterations, additions or improvements without obtaining prior written consent of the Landlord.
- G. Tenant shall not permit waste and shall use all fixtures, appliances and facilities in a reasonable manner.
- H. Tenant shall properly dispose of refuse and recyclable materials in accordance with applicable laws, rules and regulations.
- I. Tenant shall not use or keep in or on the premises anything that would adversely affect coverage of the premises or building under a standard fire and extended insurance policy.
- J. Tenant shall peaceably vacate the premises, surrender possession and deliver the keys to Landlord at the end of the lease term or the extended lease term. The unit and related premises shall be in as good repair and condition as they were at the commencement of this lease, ordinary wear and tear excepted.
- K. Tenant shall be liable for all acts of misuse or negligence and other breaches of this lease by Tenant or Tenants household, guests or invitees, including the costs of any repairs required.
- L. Tenant shall comply with all applicable laws, as well as rules developed by Landlord regarding the use and occupancy of the premises.

## **VI. Landlord Obligations**

- A. Landlord shall maintain the unit and buildings in a habitable condition. Necessary repairs shall be made as soon as reasonably possible.
- B. Landlord may make and amend such reasonable rules governing the use and occupancy of the premises, as Landlord deems necessary. A copy of any such rules shall be provided to Tenant.
- C. Landlord shall comply with the requirement of applicable laws and building codes.
- D. Landlord shall take all actions necessary to protect the reasonable use and quiet enjoyment of the premises by other tenants.
- E. Landlord shall provide Tenant with an itemized billing of repair work when Tenant is charged for repairs required due to the acts or omissions of Tenant or Tenants household, guests or invitees.

## **VII. Rent**

### 1. Payment Due Date:

- a. All tenant rent payments are due on the 1<sup>st</sup> of the month.
- b. The monthly rent payment will be prorated for the first month, when initial occupancy takes place on any date other than the first day of the month. Rent may also be prorated upon separation from tenancy, where appropriate.

### 2. Payment:

- a. Rent payments shall be paid to the DCH at N8618 Oak St., Bowler, WI 54416.
- b. Payments may normally be made with cash, a personal check, a money order, a payroll deduction, a certified check or other resource as accepted by the DCH. However, the DCH reserves the right to refuse personal checks.
- c. The failure to make a rent payment by the designated due date constitutes grounds for termination of the lease and can lead to eviction.

### 3. Checks Returned for 'Non- Sufficient Funds':

- a. Any tenant that makes a payment to the DCH, for the payment of rent or for any other purpose, shall be charged a \$35.00 service fee by the DCH, as well as any bank or other lending institution fees charged to the DCH for 'non-sufficient funds' (NSF). In addition, the amount of the NSF check will be added back on to that account.
- b. When a NSF check is returned to the DCH, the tenant will be notified in writing and given ten (10) calendar days to settle the account with cash or a money order. Any account not settled within this time will be referred to the Legal Dept. and/or the Shawano Co. District Attorney.
- c. If a second NSF check is received by the DCH from a tenant, the tenant will be again charged the \$35.00 service fee in addition to any bank or other lending institution fees and the amount of the NSF check will be added back on to that account. Further, the tenant will then be required to make rent payments by cash or money order ONLY

from that time. The second NSF check shall be automatically turned over to the Tribal Prosecutor.

- d. The payment of rent with a NSF check will be considered a failure to make a rent payment and constitutes grounds for termination of the lease.

4. Late Payments:

- a. Accounts not paid by the 10<sup>th</sup> day of the month shall be charged a \$15.00 per month late payment fee for each month that payment is late.
- b. Tenants who make their rent payment by a payroll withholding or other guaranteed payment source will not be charged a late payment fee.
- c. All tenants, who have not made a payment by the 14<sup>th</sup> day of the month and do not have a written payment agreement on file, will receive a notice of eviction due to failure to pay, in accordance with the Stockbridge-Munsee Housing Ordinance.
- d. All delinquent accounts will be referred to the Stockbridge-Munsee Legal Office for collection and/or eviction actions, as appropriate, and the tenant will be charged for court costs.

5. Vacated Accounts:

1. If Tenant abandons the unit before the expiration of the Lease term, Tenant shall be considered to have terminated their lease. Tenant shall remain liable for any rent due for the remainder of the lease term or until the unit is re-occupied, whichever is shorter, and for any deficiencies.
  - a. Any tenant that owes the DCH money for rent or other charges after vacating or being evicted from the unit will be sent a statement of charges as soon as possible specifying the amount of rent, damages and any other charges owed.
  - b. The statement of charges shall notify the former tenant of the following information.
    - (i) The former tenant has 30 days to pay the amount owed in full or to make arrangements to pay balance owed.
    - (ii) The former tenant will not be eligible to apply for another rental unit or a home with the DCH until the balance is paid in full.
    - (iii) If arrangements for payment are not made within 30 days, the account will be sent to the Stockbridge-Munsee Legal Office for collection proceedings. The former tenant will be charged for all court costs.

**VIII. Inspection and Entry**

1. The DCH may enter tenant's unit during the term of the lease to inspect the premises, make repairs, show the unit to prospective tenants or to comply with applicable laws or policies.
2. The DCH shall provide 24-hour advance notice before entering a tenant's unit and such entry shall be at reasonable times.

3. However, the DCH may enter a unit immediately, if they believe that an emergency or hazardous situation exists.
4. The failure to cooperate and allow an inspection of the unit in accordance with the lease and this policy shall constitute grounds of the termination of the lease.
5. The DCH has the right to take pictures and/or video of all inspections (move-in, interim, move-out, etc.). The pictures/video may be used to resolve any future disputes and are used to document the current condition of the unit.
6. A. Grossly Unsanitary, Hazardous Housekeeping or Hoarding:
  1. All units must have all areas (ex: floors, walls, counters, fixtures, heat registers, etc.) of the unit easily accessible and visible for an inspection. If, during an inspection, grossly unsanitary, hazardous housekeeping or hoarding conditions are found in any unit, the tenant will be given 7 days to rectify the conditions. After 7 days the unit will be re-inspected:
    - a. If conditions are remedied, the tenant will be placed on a 30 day inspection schedule for 6 months, after the first 6 months, then to a twice a year schedule for one year. This step to start over if, during any inspection, the conditions are found again.
    - b. If conditions are NOT remedied, the tenants lease will be terminated and the eviction process will begin.
  2. This does NOT include families whose housekeeping is found to be superficially unclean or the lack of orderliness, where such conditions do not create a health and safety problem, do not result in damage to or deterioration of the premises and do not adversely affect the peaceful occupancy of neighbors.
  3. This DOES include, but is not limited to:
    - a. Generally creating any health or safety hazard through acts or neglect
    - b. Causing any health or safety hazard through misuse of the premises and equipment, if the family is responsible for such hazard, damage or misuse
    - c. Causing or permitting infestation, foul odors or other problems injurious to other person's health, welfare or enjoyment of the premises
    - d. Disposing of or depositing garbage improperly
    - e. Failing to use, in a reasonable and proper manner, all utilities, facilities, services, appliances and equipment within the dwelling unit
    - f. Failing to maintain the dwelling unit in a good and clean condition
    - g. Failing to maintain the property (yard, driveway, etc.) of the dwelling in a good and clean condition
    - h. Any other conduct or neglect which could result in health or safety problems or in damage to the premises
    - i. A tenant who acquires so many items they are unable to use the unit as a viable living space, or presents a fire hazard due to blocked exits or stacked items, or emergency services personnel are unable to enter a unit to provide services.

- j. A tenants acquired items completely cover the floors, counters, heating registers, outlets, walls, appliances, fixtures, etc., in a manner that prevents a proper inspection of a unit. All units must have all areas of the unit accessible and visible for all inspections and for fire safety/emergency purposes.

## **IX. Repair and Maintenance Charges**

1. The tenant will be charged for the costs to the DCH for repairs or maintenance services when the DCH determines that:
  - a. the tenant damaged the unit beyond that caused by normal wear and tear; or
  - b. the damages that were deliberately caused, or could have been avoided, by the tenant or the tenant's household, guests or invitees.
2. Work charged to tenant can include, but is not limited to, the following: removing toys or other objects from plugged drains or toilets; replacing broken items like windows, doors, torn screens, appliances or fixtures; repairing holes in walls and broken electrical outlets; and other charges as determined by the DCH.
3. The DCH may also charge the tenant for costs incurred to correct damage to unit, yard, driveway and any other property areas (inside and outside), such as the costs to remove junk cars, street light replacement or any other verified damage.
4. The DCH shall notify the tenant of any costs being charged to the tenant. If the tenant does not pay such charges within a prescribed time period (which is not less than 2 weeks) of such notice, the DCH will refer the matter to the Stockbridge-Munsee Legal Office for collection and/or eviction actions.

## **X. Visitors and Guests**

1. Tenants are allowed to have visitors and guests; however, prior written permission must be obtained from the DCH before a guest may stay in the unit for more than two weeks.
2. The failure to obtain prior written permission from the DCH allowing visitors and guests to stay longer than two weeks constitutes grounds for termination of the lease.
3. All visitors and guests of a tenant are required to abide by Stockbridge-Munsee tribal law, DCH policies and the tenant's lease (the tribal laws are available over the Internet or may be obtained from the Stockbridge-Munsee Legal Department).

## **XI. Pets**

- A. The DCH does not permit tenants or their families to have pets of any type or species on the premises, EXCEPT, as provided herein in relation to tenants who are elders, near-elders, persons with a disability or who need a service or assistance animal.
  1. Service animals are dogs individually trained to do work or perform tasks for a person

with a disability.

2. Assistance animals are: (a) animals whose function is to provide comfort or emotional support, or (b) animals other than dogs that assist with disability-related tasks. Assistance animals do not qualify as service animals.

B. Tenants are not permitted to pet-sit on the premises and are prohibited from having visitors who bring their pets (except trained service animals).

C. Pets and Elders or Near-Elders.

1. Tenants (or a member of their household) who are elders or near-elders and are capable of being responsible pet owners are permitted to have a pet in accordance with this policy.
2. The tenant will be limited to one (1) pet that is not more than 35 pounds.
  - a. Weight limitations shall not apply to service or assistance animals.
3. Limits on the type of pet allowed in the unit may also apply, including, but not limited to, a prohibition on inherently dangerous pets, exotic pets, and on pet mice, rats, snakes and spiders.
4. Tenants may not have a water-filled aquarium that is larger than 5-gallons.

D. Service and Assistance Animals.

1. Tenants (or members of their family) who are a person with a disability or become a person with a disability may have a service animal or an assistance animal in their unit in accordance with the requirements of this policy.
2. Only the following tenants will be permitted to have an assistance animal:
  - a. Elders or Near-elders,
  - b. Persons with a disability, or
  - c. Persons who have a written recommendation for an assistance animal from a licensed health care professional.
3. Breed, size and weight limitations shall not be applicable to service or assistance animals.

E. Tenant Obligations in relation to Pets and Service or Assistance Animals.

1. The tenant will be responsible for the care of the pet and cleaning up after the pet.
2. Pet waste shall be properly disposed of in a sealed bag.
3. The tenant will take adequate precautions to eliminate any pet odors and maintain their unit in a sanitary condition at all times.
4. When outside of the unit, pets shall be leashed or under the owner's control at all times.
5. Tenants must control the noise from their pets so that it does not disturb the peaceful enjoyment of other tenants or neighbors.
6. The tenant will be responsible for the cost of repairs and/or maintenance required,

- beyond normal wear and tear, due to the tenant's pet.
7. All tenants approved for a pet will be required to provide verification of rabies vaccination within the first thirty days of tenancy, along with evidence of pet registration with the Tribe's Public Safety Department. Tenants who fail to provide this verification within 30 days will be required to remove the pet from the unit immediately.
  8. Tenants must comply with all requirements for keeping a pet under tribal law including the Public Peace and Good Order Ordinance. DCH may refer complaints about the pet to law enforcement when appropriate.
  9. The DCH reserves the right to conduct more frequent inspections for tenants with pets.
  10. The DCH reserves the right to enter the unit and remove pets, such as dogs, that have been left unattended for more than 24-hours or if the unattended pet is causing a significant disturbance. Removed pets will be transferred to the proper authorities.
- F. **Pet Fee.** Tenants are required to pay a non-refundable pet fee of \$500.00 if they are approved for a pet; EXCEPT, no pet fee is required for service or assistance animals owned by a person with a disability.
- G. Tenants must provide DCH with a copy of an active and current Renters Insurance Policy that includes a pet rider pertaining to their specific pet, for damages, bites, ect. for the duration of their Lease or as long as the pet is kept on the premises. Any lapse in insurance will be considered a breach of the Lease and can lead to non-renewal or termination of the Lease.
- H. **Pet Rent:** Pet rent is a non-refundable fee in the amount of \$25.00 charged each month the pet is kept on the premises.
- I. **Problem Animals.** DCH reserves the right to revoke authorization for an animal that causes a disturbance and/or damage to the premises and have the animal removed from the premises/property.
- J. Any tenant failing to abide by the Pet Policy shall have the Dwelling Lease terminated and will be evicted.

## **XII. Unlawful Use**

1. Tenants, as well as a tenant's household, visitors, guests and invitees, shall not make or otherwise permit the premises to be used for any unlawful or immoral purpose nor for any purposes that will injure the reputation of the Stockbridge-Munsee Community, the DCH or the premises.

2. The DCH reserves the right to take such action as determined necessary to eliminate potential danger to other tenants and their households, guests and invitees. Actions can include, but are not limited to, terminating the Lease and immediately evicting Tenant or a member of Tenant's household, if Landlord discovers that such person has been convicted of or plead no contest to a sex offense or drug-related criminal activity.
  - a. Drug-related criminal activities include the illegal manufacture, sale, distribution, use or possession (with intent to manufacture, sell, distribute or use) of a controlled substance or drug paraphernalia, as defined under federal law.
3. If the tenant, a person in the tenant's household, or a visitor, guest or invitee of the tenant engages in unlawful activities, it will be viewed as a breach of the lease and the DCH may terminate the lease.

### **XIII. COMPLAINTS AND GRIEVANCES**

#### **A. Complaints.**

1. Individuals with complaints, including but not limited to complaints about the operations of the DCH, the condition of a unit or the premises, or issues with other tenants, should submit their complaints in writing to the DCH.
2. The DCH will keep a record of the complaint and track its progress through this complaint process.
3. DCH staff will investigate the complaint as appropriate. If complaint involves actions that are a violation of law, the complaint may be referred to law enforcement. Once the investigation is completed, the complaint and investigation results will be referred to the DCH Director.
4. The DCH Director will review the matter and determine what if any actions are warranted to address the complaint. If action is appropriate, the DCH Director shall take such actions as are appropriate to address the issue.
5. The DCH Director will send the complainant a written response identifying, to the extent appropriate under tribal law, where the complaint was substantiated and, if so, actions taken to address the complaint.
6. If the complainant is dissatisfied with the response, then the complainant may meet with the DCH Director to discuss the response.

#### **B. Grievances.**

1. Tenants with grievances may request that the Mohican Housing Commission ("MHC") review and make a recommendation on the grievance.
2. **Scope.** The following types of issues are eligible for review as a grievance:
  - a. Notice that a Dwelling Lease is being terminated;
  - b. Notice of non-renewal of Dwelling Lease; or
  - c. Allegations that a lease, policy, or law was violated by DCH.
  - d. A Notice to Quit, which is issued as part of the Tribal Court eviction process,

cannot be grieved.

3. MHC Review Process.

- a. Tenants shall submit a written summary of their grievance to the MHC using the Tenant Grievance Form. The form must be submitted within 10 calendar days of the action being grieved.
- b. The MHC will review grievances in a timely manner, which may require the MHC to hold a special meeting.
- c. The MHC will provide the tenant with prior notice of the meeting when the grievance will be processed.
- d. Tenants who submit a grievance waive their privacy rights as to information held by the DCH relating to the grievance.
- e. Grievances are processed by MHC during executive session at a duly-called meeting.
  - i. The tenant will have an opportunity to present his/her grievance.
  - ii. DCH will be provided with a copy of summary of the grievance to review prior to the meeting and have an opportunity to provide a response to the grievance.
  - iii. The MHC may request follow-up information from other persons to consider as part of their deliberations.
- f. The MHC will review the information and make a recommendation.
  - i. While deliberations on the grievance occur during executive session, any subsequent recommendation based on that grievance must be made during open session.
  - ii. Recommendations can refer to grievance numbers or use other abbreviations as necessary to protect tenant confidentiality as part of documentation in MHC minutes.

4. MHC Recommendation.

- a. The MHC may make a recommendation to the DCH in relation to a grievance.
- b. If a grievance recommendation requires the waiver of a lease term or a policy, then the MHC must make a recommendation to the Tribal Council on whether to grant such waiver.
- c. MHC recommendations must comply with tribal law, as well as federal Indian housing laws. However, the MHC can make a recommendation that the Tribal Council amend tribal housing laws.

5. DCH Response.

- a. The DCH will review the MHC recommendation and take such actions as warranted.
- b. The DCH shall provide MHC with a written response to the recommendation. If DCH disagrees with the recommendation, it shall identify the reasons why it disagrees.

6. Tribal Council Response. The Tribal Council shall review the MHC recommendation

and DCH response and take such actions as warranted.

7. The MHC may review its recommendation after receiving the DCH and/or Tribal Council's response to take appropriate follow-up actions.

**C. Court Review.**

1. To the extent that a tenant has a claim based on a violation of the Stockbridge-Munsee Housing Ordinance, tenants have the right to have the claim heard through the Stockbridge-Munsee Tribal Court System.
2. Such claim must be filed with the Tribal Court in accordance with all requirements under the law for such claims.

- D. The DCH will regularly review validated complaints as well as grievances and claims filed through the Tribal Court to identify issues and make recommendations on any changes required to appropriately address so as to prevent reoccurrence.

**XIV. Enforcement**

1. These policies shall be strictly enforced by the DCH. The DCH Executive Director shall take such actions necessary to ensure that its policies are fairly and consistently enforced.

Approved by Housing Board on : 8-27-13

Approved by Tribal Council on: 11-5-13

Pet and Grievance Policy changes/additions: BOC 2-4-21 and Tribal Council 2-16-21