

Redline of Proposed Changes

11.20 Housing Code

11.20.140 Grounds for eviction.

A tenant may be evicted for:

- A. Nonpayment of rent under a rental agreement (Lease Agreement, Lease with Option to Purchase Agreement, Mutual Help Occupancy Agreement, or Residential Sub-Lease) when such payments are not made after ten (10) calendar days of the agreement date of payment, or ten (10) calendar days following the first day of the month in a month-to-month tenancy.
- B. Any arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a landlord of partial payments under an agreement shall not excuse the payment of any balance due upon demand.
- C. Nuisance, property damage, or destruction, injuries to the property, person, or peace of other tenants, or injuries or damage to common areas and property; or occupancy or possession of an interest in violation of the restrictions contained in Section 11.20.490, or failure to timely transfer an interest under Section 8.02.010(E).
- D. Unless otherwise provided for in a rental agreement, two or more violations, within any six-month period, of the terms of a rental agreement, the provisions of any policies adopted pursuant to [Section 11.20.080](#) of this chapter, or the provisions of this code.
- E. Occupation of any premises without permission or agreement, following any reasonable demand by a person in authority over the premises to leave.
- F. Engaging, participating or allowing illegal activities to occur on the premises, including, but not limited to, activities relating to drugs, assault, or the use of firearms.

11.20.490 Restriction on occupancy, leasing and ownership.

Only Squaxin Island Tribe (SIT)-enrolled members shall be entitled to lease, hold a leasehold interest, or own a residence. This provision shall not apply to the following:

- A. Spouses. An SIT nonmember spouse may reside in the residence for the duration of his or her life, conditioned upon the following:
 - 1. The SIT member owning or leasing the residence passes away leaving his or her interest in the residence to the SIT nonmember spouse;

2. The SIT nonmember spouse maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and
 3. In the event the SIT nonmember spouse transfers or conveys legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- B. Descendants. An SIT descendant may reside in the residence for the duration of his or her life, conditioned upon the following:
1. (a) An SIT enrolled member ~~owns or~~ leases the residence ~~as his or her primary residence~~ to a ~~nonmember direct, lineal~~ descendant of the SIT enrolled member as the descendant's primary residence; or
(b) The SIT member owning or leasing the residence passes away leaving his or her interest in the residence to the nonmember descendant.
 2. The SIT descendant maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and
 3. In the event the SIT descendant transfers or conveys the legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- C. Other Indian. An Indian other than an SIT enrolled member may reside in the residence for the duration of his or her life, conditioned upon the following:
1. He or she was formerly enrolled as an SIT member, or he or she is an enrolled member of a federally recognized tribe and came into legal ownership of the residence pursuant to the terms of a Mutual Help Agreement;
 2. The non-SIT Indian maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and
 3. In the event the non-SIT Indian transfers or conveys the legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- D. Minority and Other Legal Incapacities. A minor or any other legally incapacitated individual having an ownership interest in a residence, may reside in the residence during the term of the minority or incapacity, conditioned upon the following:

1. The minor or legally incapacitated individual is an SIT enrolled member, or legally obtained their interest in the residence pursuant to the provisions of subsections (B)(1), (2) or (3) of this section;
2. A legal guardian has been appointed over, and resides with the minor or legally incapacitated individual;
3. The minor/legally incapacitated individual and the legal guardian maintains and occupies the residence as their primary residence, and complies with all SIT Housing policies and procedures; and
4. Any future transfer of the residence by the minor/legally incapacitated individual and/or guardian complies with the provisions of this section.

E. Persons holding interests not in compliance with the restrictions on occupancy, leasing, and ownership. Persons holding interests not in compliance with restrictions on occupancy, leasing, and ownership, other than those actively properly in the probate process detailed in Section 8.02.0110, are subject to eviction, pursuant to Section 11.20.140.

11.20.500 Purchase of residence by Tribe.

Any individual possessing a legal interest or claim in a residence, but that is precluded from occupying, leasing or owning the residence pursuant to the terms of this chapter, may petition Squaxin Island Tribal Council with the request that SIT purchase their interests in the residence. Any purchase shall be upon the following terms and conditions:

- A. The individual(s) requesting purchase of the residence must demonstrate to Tribal Council's satisfaction that for a period of at least six months prior to the petition a good faith effort was made to sell the residence at fair market value; and
- B. Tribal Council, on behalf of SIT, shall have no duty or obligation to purchase the residence, however, if in the exercise of its discretion Tribal Council decides to purchase the residence, it will be done so on terms and conditions mutually agreed to between the parties.