

SQUAXIN ISLAND TRIBE



RESOLUTION NO. 09-87 OF THE SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and,

WHEREAS, under the Constitution and the Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe; and,

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and,

WHEREAS, the Squaxin Island Tribal Council voted, September 25, 1998 to begin the operation of the housing program; and,

WHEREAS, the Interim Housing Code was adopted on October 8, 1998 by Resolution 98-99; and, revised April 13, 2006 by resolution 6-26A; and,

WHEREAS, the Housing Commission has recommended change to 11.20.100 (1) as per the attached; and,

NOW THEREFORE BE IT RESOLVED, that Change One of the Housing Code is adopted as Tribal Law effective this date; and,

CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this ______ day of September, 2009, at which a quorum was present and was passed by a vote of _______ for, and ______ against with ______ abstentions.

David Lopeman, Chairman

Attested by:

Pete Kruger Sr., Secretary

Arnold Cooper, Vice-Chairman

the person responsible for making repairs, where they are required.

11.20.100 Tenant Responsibilities

Except as otherwise provided in a rental agreement, each tenant subject to the provisions of this Code shall:

- (A) Pay rent without demand or notice at the time and place agreed upon by the parties.
- (B) Immediately notify the landlord of any defects in the premises hazardous to life, health, or safety.
- (C) Keep the premises reasonably clean and dispose of all ashes, garbage, rubbish, junk, and abandoned vehicles in a proper, sanitary, and safe manner.
- (D) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the premises, in a proper, safe, sanitary, and reasonable manner.
- (E) Refrain from destroying, defacing, damaging, or removing any part of the premises, or common areas, and to require guests to act in like manner.
- (F) Pay reasonable charges for the repair of damages, other than normal wear and tear, to the premises, or common areas caused by the tenant or his guests, or to repair such damages as required under any written agreement, within thirty (30) calendar days of such damage.
- (G) Conduct themselves, and require their guests to conduct themselves, in a manner which does not disturb the quiet enjoyment of others or cause a breach of the peace.
- (H) Not give up the premises to others, assign or sublease the premises to others, whether orally or in writing, without the written permission of the landlord.
- (I) Unless otherwise approved by the Office of Housing, any individual leasing a residence, or homebuyers under a Mutual Help Agreement, shall occupy and maintain it solely for residential purposes and as their primary residence, which for purposes herein shall mean the lessee or homebuyer dwells, resides and continuously occupies the premises a minimum of twenty (20) days per month, with allowances given for vacations (up to 30 days) or work related absences. The primary residence restriction shall not apply to owner occupied residences.