

Chapter 11.20 HOUSING CODE

Sections:

Article I. General Provisions

11.20.010 Applicability.

The following title shall hereinafter be referred to as the "Housing Code." It shall apply to any and all arrangements, formal or informal, written or agreed to orally or by the practice of the parties, in selling, buying, renting, leasing, occupying, or using any and all housing, dwellings, or accommodations for human occupation and residence. It shall also apply to any and all mortgages, leasehold mortgages and agreements to secure an interest in a building.

The following arrangements are not governed by this code:

- A. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service; or
- B. Occupancy in a hotel, motel, or other commercial lodging.

(Res. 06-26A (part))

11.20.020 Jurisdiction.

- A. Jurisdiction is extended over all buildings and lands intended for human dwelling, occupation or residence which may lie within the Indian country of the Tribe or any other lands owned or leased by the Tribe or any of its wholly owned entities.
- B. Jurisdiction is extended over all persons or entities within the jurisdiction of the Tribe who own, sell, rent, lease, or allow persons to occupy housing, dwellings, or accommodations for the purpose of human dwelling, occupation, or residence, and all persons who own, rent, lease, or occupy such structures. Such personal jurisdiction is extended over all persons and entities, whether or not they are members of the Tribe, whether they are Indian or non-Indian, and whether they have a place of business within the jurisdiction of the Tribe. Any act within the jurisdiction of the Tribe dealing with the subject matter of this code shall be subject to the jurisdiction of the Tribe.
- C. Jurisdiction over all matters arising within the jurisdiction of the Tribe with respect to the subjects of this code, and jurisdiction with respect to any person or entity acting or causing actions which arise under this code shall be exercised by the Tribal Court.

(Res. 07-31 § 78: Res. 06-26A (part))

11.20.030 Purposes and interpretation.

This code shall be interpreted and construed to fulfill the following purposes:

- A. To simplify the law governing the occupation of dwelling units, and to protect the rights of landlords and tenants;
- B. To preserve the peace, harmony, safety, health and general welfare of the people of the Tribe and those permitted to enter or reside within the Tribe's jurisdiction;

- C. To provide eviction procedures and to require landlords to use those procedures when evicting tenants;
- D. To encourage landlords and tenants to maintain and improve dwellings within the jurisdiction of the Tribe in order to improve the quality of housing as a tribal resource;
- E. To simplify the law governing the rights, obligations, and remedies of the owners, sellers, buyers, lessors, and lessees, of buildings;
- F. To avail the Tribe, tribal entities, and tribal members of financing for the construction and/or purchase of family residences on trust land within the jurisdiction of the Tribe by prescribing procedures for the recording, priority and foreclosure of mortgages given to secure loans made by or through any government agency or lending institution;
- G. To establish laws and procedures which are necessary in order to obtain governmental funding for tribal housing programs or loan guarantees for private or tribal housing construction, purchase, or renovation.

(Res. 07-31 §§ 79, 80; Res. 06-26A (part))

11.20.040 Relation to other laws.

- A. **Applicable Law.** Unless affected or displaced by this code, other principles of tribal law, the common law of the Tribe, and tribal customs and traditions are applicable. The general principles of law of any other Tribe or the state of Washington may be used as a guide to assist in the interpretation of this code.
- B. **Conflicts with Other Laws.**
 - 1. **Tribal Laws.** To the extent that this code may conflict with tribal laws or ordinances which have been enacted to comply with statutes or regulations of any agency of the United States, such tribal laws or ordinances shall govern over the provisions of this code if it has specific applicability and it is clearly in conflict with the provisions of this code.
 - 2. **Federal Laws.** Where a conflict may appear between this code and any statute, regulation, or agreement of the United States, the federal law shall govern if it has specific applicability and if it is clearly in conflict with the provisions of this code.
 - 3. **State Laws.** To the extent that the laws of any state may be applicable to the subject matter of this code, such laws shall be read to be advisory and not directly binding and shall not govern the relations of the parties.

(Res. 06-26A (part))

11.20.050 Definitions.

As used in this code, the following words will have the meanings given them in this section unless the context plainly requires otherwise:

"Action, suit or lawsuit, claim, complaint or defense" means and includes any dispute between persons or entities which relates to the sale, rental, use or occupancy of any housing, dwelling, or accommodation for human occupancy, including claims for the payment of monies for such housing, dwellings or accommodations, damages to such units, condition of such units or the relationships between owners and occupiers of such units, including the right to occupy them.

"Adult person" is any person eighteen (18) years of age or older.

"Borrower/mortgagor" is the Tribe, tribal agency, individual (Indian or non-Indian), or their respective heir(s), successor(s), executor(s), administrator(s), or assign(s) who has executed a mortgage or leasehold mortgage as defined in this code.

"Building" is a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.

"Building or housing codes" are any law, ordinance, or governmental regulation of the Tribe or an agency of the United States which deals with fitness for habitation, health conditions, or the safety, construction, maintenance, operation, occupancy, use, or appearance of any dwelling unit.

"Dwelling unit" is a house or building or portion thereof which is rented or leased as a home or residence by any person, not including public transient accommodation, such as hotel rooms.

"Guest" is any person, other than the tenant, in or around a dwelling unit with the permission and consent of the tenant.

He/His. The use of "he/his" means he or she, his or her, and the singular includes the plural.

"Housing Program" is a program of the Tribe designed to provide housing and housing services to Indian families and individuals.

"Indian" is any person recognized as being an Indian or Alaska Native by any Tribe, or by the government of the United States.

"Indian country," consistent with the meaning given in 18 U.S.C. 1151 means:

1. All land within the limits of the Squaxin Island Indian Reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; and
2. All Indian allotments or other lands held in trust for a Squaxin Island Tribal member or the Tribe, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

"Landlord" can be the Tribe, SITUC, the Office of Housing, a person, entity or federal government agency which is the owner, lessor, or sublessor of a real property or a dwelling unit intended for the use of tenants.

"Lease" is an agreement, written or oral, as well as valid rules and regulations, regarding the terms and conditions of the use and occupancy of real property, dwelling unit, building, or premises, including a lease-to-purchase agreement, and a lease with option to purchase.

"Leasehold mortgage" is the mortgage of a lease of property given to secure a loan and entered between a borrower/mortgagor and a lender/mortgagee.

"Lender designated assignee" any lender as defined in the code may assign or transfer its interest in a mortgage or lease and/or leasehold mortgage to a designated assignee. If the mortgage or lease and/or leasehold mortgage falls under a federal agency homebuyer program or federal agency loan guarantee program, the lender must seek written approval from the Tribe of a proposed designated assignee any time prior to such assignment, transfer or assumption, except where the U.S. government and federal agencies guaranteeing or insuring the mortgage or leasehold mortgage acts as a lender designated assignee.

"Lender/mortgagee" is any private lending institution primarily established to loan funds and not to invest in or purchase properties, the Tribe or a tribal agency, or a U.S. government agency which loans money, guarantees or insures loans to a borrower for construction, acquisition, or rehabilitation of a home. It is also any lender designated assignee(s) or successor(s) of such lender/mortgagee.

"Lessee" is a tenant of a dwelling unit, user and/or occupier of real property, or the homebuyer under any federal mortgage program including the Mutual Help program. The lessee may, for purposes of federal agency home mortgage programs, be SITHUC or the Office of Housing.

"Lessor" is the legal, beneficial, or equitable owner of property under a lease. Lessor may also include the heir(s), successor(s), executor(s), administrator(s), or assign(s) of the lessor.

"Mobile home" is a structure designed for human habitation and for being moved on a street or highway. Mobile home includes pre-fab, modular and manufactured homes. Mobile home does not include a recreational vehicle or a commercial coach.

"Mortgage" is a lien as is commonly given to secure advances on, or the unpaid purchase price of a building or land, and may refer both to a security instrument creating a lien, whether called a mortgage, leasehold mortgage, deed of trust, security deed, or other term, as well as the credit instrument, or note, secured thereby.

"Mortgage foreclosure proceeding" is a proceeding:

1. To foreclose the interest of the borrower(s)/mortgagor(s), and each person or entity claiming through the borrower(s)/mortgagor(s), in real property, a building, or in the case of a leasehold mortgage, a lease for which a mortgage has been given; and
2. To assign where appropriate the borrower(s)/mortgagor(s) interest to a designated assignee.

Mortgagee/Lender. See "Lender/mortgagee."

Mortgagor/Borrower. See "Borrower/mortgagor."

"Nuisance" is the maintenance or allowance on real property of a condition which one has the ability to control and which unreasonably threatens the health or safety of the public or neighboring land users or unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.

"Office of Housing" is the Squaxin Island Tribe agency responsible for the administration of the Housing Program.

"Owner" is any person or entity jointly or individually having legal title to all or part of land or a dwelling, including the legal right to own, manage, use, or control a dwelling unit under a mortgage, long-term lease, or any other security arrangement.

"Person" means and includes the Tribe, SITHUC, the Office of Housing, an individual or organization, and where the meaning of a portion of this code requires, it means a public agency, corporation, partnership, or any other entity.

"Premises" is a dwelling unit and the structure of which it is a part, and all facilities and areas connected with it, including grounds, common areas, and facilities intended for the use of tenants or the use of which is promised for tenants.

"Rent" is all periodic payments to be made to a landlord or lessor under a lease.

Rental Agreement. See "Lease."

"Reservation" is the Squaxin Island Reservation in the state of Washington.

"Shall," for the purposes of this code, will be defined as, mandatory or must.

"Subordinate lienholder" is the holder of any lien, including a subsequent mortgage, perfected subsequent to the recording of a mortgage under this code, except the Tribe shall not be considered a subordinate lienholder with respect to any claim regarding a tribal tax on real property.

"Tenant" is the lessee(s), sublessee(s), or person(s) entitled under a lease, lease with option to purchase, or Mutual Help Occupancy Agreement to occupy a dwelling unit, or real property, to the exclusion of others.

The "territorial jurisdiction," or the "jurisdiction" of the Tribe shall include Indian country and all lands owned, leased, occupied, or otherwise controlled by the Tribe or any of its wholly owned entities.

"Tribal Court" is the Court as established by the laws of this Tribe or such body as may now or hereafter be authorized by the laws of the Tribe to exercise the powers and functions of a Court of law.

"Tribal Recording Clerk" is the archives and record clerk or such other person designated by the Tribe to perform the recording functions required by this document or any deputy or designee of such person.

"Tribe" is the Squaxin Island Tribe.

"Waste" means the spoilage or neglect of real property, or any buildings or improvements thereon, which results or likely will result in the loss or destruction of such real property, buildings or improvements thereon.

(Res. 07-31 §§ 81, 82; Res. 06-26A (part))

Article II. Establishment of Housing Program

11.20.060 Establishment of Housing Program.

There is hereby established the Squaxin Island Tribe Housing Program having the responsibility for providing housing and housing services to low and moderate income Indian families and individuals. The Office of Housing shall be responsible for all matters relating to the management and administration of the Housing Program.

(Res. 06-26A (part))

Article III. Landlord/Tenant Responsibilities and Remedies

11.20.070 Rental agreements.

- A. Effect of Rental Agreements. This section applies to all Mutual Help and Occupancy Agreements, Lease Agreements, Lease with Option to Purchase Agreements, and Residential Sub-Leases (collectively referred to as rental agreements), and establishes the minimum rights and responsibilities of landlords and tenants. Unless inconsistent therewith, rental agreements may supplement these minimum rights and responsibilities.
- B. Terms Prohibited in Rental Agreements. No rental agreement shall provide that the tenant agrees: (1) to waive or forfeit his rights or remedies under this code or any other applicable laws as identified in Section 11.20.040; (2) to exculpate or limit the liability of the landlord or to indemnify the landlord for that liability or the costs connected therewith; (3) to permit the landlord to dispossess him without resort to court order; or (4) to pay a late charge prior to the expiration of the grace period set forth in Section 11.20.040(A). A provision prohibited by this subsection shall be unenforceable.
- C. Term of Tenancy. In the absence of a definite term in the rental agreement, the tenancy shall be month-to-month.
- D. Payment of Rent. In the absence of definite terms in the rental agreement, rent is payable at the Office of Housing. In the absence of definite terms in the rental agreement, the amount of rent shall be the fair market value of the rental unit.

(Res. 06-26A (part))

11.20.080 Rules and regulations.

- A. The landlord may promulgate reasonable rules and regulations regarding the use and occupancy of the dwelling unit. The rules and regulations shall be in the form of policies, and they shall include, but not be limited to, the Eligibility, Admission and Occupancy Policy (EAOP), the Payments and Rents Policy (PRP), the Rent Collections Policy (RCP), the Maintenance Policy (MP), the Mutual Help Agreement Policy (MHAP) and

the Monthly Equity Payment Account Policy (MEPAP). The landlord may amend or modify existing policies from time to time, or create new policies.

- B. The EAOP, RCP, PRP, MP, MHAP, MEPAP, and all other policies properly adopted in the future, are by reference incorporated herein and shall be considered a part of the Housing Code. All policies are enforceable against tenants. A violation of a policy shall be considered a substantial breach of the rental agreement and grounds for termination of that agreement. Tenants shall be provided copies of all policies when entering a rental agreement. In addition, within fifteen (15) days of its adoption, tenants shall be provided a copy of any newly created or amended policy.

(Res. 06-26A (part))

11.20.090 Landlord responsibilities.

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

- A. Maintain the premises in a decent, safe, and sanitary condition;
- B. Comply with applicable building and housing codes;
- C. Make all necessary repairs to put and maintain the premises in a fit and habitable condition, except where the premises are intentionally rendered unfit or uninhabitable by the tenant or tenant's guests, in which case such duty shall be the responsibility of the tenant;
- D. Keep common areas clean, safe, and secure;
- E. Ensure tenant access to the premises;
- F. Maintain in good condition and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, unless the malfunction or damage to such things are the result of tenant's (or tenant guests) negligence or misconduct, in which case such duty shall be the responsibility of the tenant;
- G. Provide and maintain proper and appropriate receptacles and facilities for the disposal of ashes, garbage, rubbish, and other waste;
- H. Provide running water, hot water, and heat in accordance with applicable building and housing codes, except to the extent the tenant is required to do so;
- I. Guarantee the right of quiet enjoyment of the premises to the tenant and insure that the conduct of other tenants, their guests, and other persons on the premises does not cause a nuisance, endangerment of public health and safety, breach of peace, or interference with the quiet enjoyment of the tenant;
- J. Give sole possession of the premises to the tenant in accordance with the rental agreement and refrain from: (1) entering the unit, except as authorized by this code and adopted policies; (2) harassing or physically assaulting the tenant or tenant's guests in or around the premises; or (3) locking the tenant out of his dwelling unit without the tenant's consent;
- K. Disclose, in writing, the name, address, and telephone number of the person responsible for receiving rent, notices and demands under this code, the person authorized to manage the premises, the owner of the premises or his agent, and the person responsible for making repairs, where they are required.

(Res. 06-26A (part))

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 thirty (30) days) or work related absences. The primary residence restriction shall not apply to owner-occupied residences;
- J. Commercial use and/or residence based businesses of any kind are prohibited unless approved in writing by landlord;
- K. Except for owner-occupied premises, allow only those who are authorized by the Office of Housing to reside or occupy the premises with tenant;
- L. Abide by all policies promulgated by the landlord in accordance with Section 11.20.080 of this code;
- M. Provide the landlord access to the premises to perform maintenance and repairs, inspect the premises, supply necessary or agreed services, or show the premises to prospective buyers or tenants, provided that such access shall be at reasonable times when the tenant is present, and upon reasonable written or oral notice from the landlord, except in emergency situations where the health, safety or welfare of the tenant or others are in immediate danger, or where the tenant consents. No tenant who unreasonably denies access to a landlord for these purposes may pursue an action or grievance on the grounds that any services or repairs were not provided;
- N. Remove any and all personal property from the premises on or before tenant either vacates the premises, or tenant's rights and access to the premises have been terminated. After tenant has either vacated the premises or tenant's rights and access to the premises have been terminated, landlord shall be entitled to remove, store and otherwise dispose of tenant's personal property consistent with Section 11.20.320 of this chapter.

(Res. 06-26A (part))

(Res. No. 09-87, 9-24-09)

11.20.110 Tenant remedies.

Where a landlord has not complied with this code or the agreement of the parties, the tenant has the following rights:

- A. To give reasonable written notice to the landlord to comply with his obligations, demand repairs which are the responsibility of the landlord, or terminate the agreement under which the tenant occupies the premises.
- B. To require repairs or maintenance which are the responsibility of the landlord.
- C. Should landlord fail to make repairs, as duly noticed by tenant, within a reasonable time, tenant may make necessary repairs and deduct cost from the rent payment.
- D. Institute an action in Tribal Court seeking an order or judgment for the payment of monies or costs, compliance with the agreements and obligations of landlords, terminate an agreement, pay damages, or any other relief to which tenant may be entitled by law or the agreement of the parties.

(Res. 06-26A (part))

11.20.120 Landlord remedies.

Where a tenant has not complied with this code or the agreement of the parties, the landlord has the right to:

- A. Give written notice to the tenant: to comply with tenant's obligations, pay any monies due and owing under the rental agreement of the parties, or landlord has the right to terminate the rental and remove tenant from the premises.
- B. Require repairs or maintenance which are the responsibility of the tenant be made, or compliance with reasonable rules and regulations for occupancy.
- C. Institute an action in Tribal Court seeking an order or judgment for the payment of monies or costs, for compliance with the agreements and obligations of tenants, for termination of an agreement, payment of damages, eviction of tenants, or any other relief to which he may be entitled by law or the agreement of the parties.

(Res. 06-26A (part))

11.20.130 Abandoned dwelling units.

Where a premises, other than an owner-occupied premises, has been abandoned by the tenant, the landlord, without further notice to the tenant, may post a notice on the premises stating the landlord intends to take possession ten (10) days from date of posting. A premises, other than an owner-occupied premises, shall be considered abandoned when the tenant vacates the premises without notice to the landlord and engages in any one of the following: (1) removes substantially all of tenant's possessions from the premises; or (2) nonpayment of rent for two or more consecutive months; or (3) termination of tenant's water or electrical utility service for more than a month; or (4) an express statement by the tenant that he or she does not intend to occupy the premises after a specified date. Landlord need not comply with formal eviction procedures (Article IV of this chapter) to obtain possession of an abandoned dwelling, and shall follow the provisions of Section 11.20.320 of this chapter, in regards to the disposition of any of tenant's personal property.

(Res. 06-26A (part))

Article IV. Grounds for Eviction/Notice to Quit/ Pre-Eviction Options

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.

(Res. 06-26A (part), Res. No. 23-05, 1-12-23)

11.20.150 Notice to quit requirements.

- A. When Notice to Quit is Required. When a landlord desires to obtain possession of a premises or dwelling unit, and when there exists one or more legally cognizable reasons to evict the tenant as set forth in Section 11.20.140, the landlord shall give notice to the tenant to quit possession of such premises or dwelling unit according to the provisions of this chapter.
- B. Purpose of Notice to Quit. The purpose of the notice to quit is to provide advance notice to the tenant of a specific problem which needs to be addressed. It is also intended to induce the tenant to enter into discussions with the landlord in order to resolve the problem.
- C. Statement of Grounds for Eviction Required. The notice to quit shall be addressed to the tenant of the premises or dwelling unit and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.
- D. Form of Notice. The notice shall be in writing substantially in the following form: "I (or we) hereby give you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the legally cognizable reason or reasons for the notice to quit possession using the statutory language or words of similar import). Signed, (here insert the signature, name and address of the landlord, as well as the date and place of signing)."
- E. Time Requirements for Notice. The notice must be delivered within the following periods of time:
 - 1. No less than seven calendar days prior to the date to quit specified in the notice for any failure to pay rent or other payments required by the agreement.

2. No less than three calendar days prior to the date to quit specified in the notice for nuisance, serious injury to property, or injury to persons.
3. 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 notice may be made in a period of time which is reasonable, given the situation.
4. No less than fourteen (14) calendar days in all other situations.

(Res. 06-26A (part))

11.20.160 Serving the notice to quit.

Any notice to quit must be in writing, and must be delivered to the tenant in the following manner:

- A. Delivery must be made by an adult person;
- B. Delivery will be effective when it is:
 1. Personally delivered to a tenant, provided tenant resides on the reservation, with a copy sent by regular and certified mail, return receipt requested,
 2. Personally delivered to an adult living in the premises with a copy sent by regular and certified mail, return receipt requested, or
 3. Personally delivered to an adult agent or employee of the tenant with a copy sent by regular and certified mail, return receipt requested.
- C. If the notice cannot be given by means of personal delivery because the tenant does not reside on the reservation, or tenant cannot be found, the notice may be delivered by means of:
 1. Certified mail, return receipt requested, at the last known address of the tenant, or
 2. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.
- D. The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

(Res. 06-26A (part))

11.20.170 Pre-eviction options.

After a notice to quit is served upon a tenant the landlord and tenant may engage in discussions to avoid a proceeding to evict and to settle the issues between the parties. By entering such discussions, neither party is waiving any rights they may have in either pursuing or defending against a judicial eviction, and the nature and content of the discussions shall not be introduced as evidence in any judicial eviction proceeding.

(Res. 06-26A (part))

Article V. Judicial Eviction Procedures

11.20.180 Summons and complaint.

If, after the date set forth in the notice to quit for the tenant to quit possession of the dwelling unit, the tenant has not quit possession, the landlord may file a complaint in the Tribal Court for eviction and such other relief as the Court may deem just and proper. The complaint shall state:

- A. The names of the adult tenant(s) against whom the suit is brought;
- B. A description of the rental agreement, if any;
- C. The address or reasonable description of the location of the premises;
- D. The grounds for eviction;
- E. A statement showing that the notice to quit and any required termination notices have been served in accordance with this code or other applicable law;
- F. A statement of the relief demanded, including any claim(s) for possession of the dwelling unit, damages, fees, costs, or other special relief; and
- G. If the landlord is the Office of Housing, a statement that the Office of Housing has complied with all required regulatory processes prior to filing the eviction action.

(Res. 06-26A (part))

11.20.190 Action upon filing complaint.

When a complaint is filed in the Tribal Court, it shall be immediately presented to a Tribal Court Judge. This shall be on the date of filing, or, if no judge is present, on the first regular Court day after filing or when a judge may first be found. The judge shall review the complaint and shall, if it appears to be in compliance with Section 11.20.180 and served as set forth in Section 11.20.160, issue an order of the Court requiring the defendant named in the complaint to appear before the Court on a certain date to contest the complaint. The date for appearance for answering the complaint shall be no less than three calendar days after the date of the order in matters involving serious nuisance or ten (10) calendar days in all other cases.

(Res. 06-26A (part))

11.20.200 Commencement of proceedings.

- A. If the tenant appears before the Court in person or in writing to test the complaint (first appearance date), the Court shall set a hearing date. Any written response shall state any defenses or factual disputes and where any defendant appears in person, a written response shall be served upon the plaintiff within five calendar days of the first appearance date, excluding weekends and holidays.
- B. The Court shall set a hearing date which is no more than fifteen (15) calendar days following the first appearance date, except when the hearing date would fall on a weekend or holiday, and in such a situation on the first regular Court day following that date.
- C. A defendant may, for good cause shown, and upon the payment of a reasonable sum for the fair rental value of the premises between the date on which the complaint was filed and the date of hearing, obtain an extension of time, beyond the fifteen (15) day period. The Court may refuse to extend the date of hearing where the complaint is based upon nuisance or injuries provided in Section 11.20.140(C), and shall not extend the date of hearing where the complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety, or peace.
- D. The Court may in its discretion on motion from the landlord order the tenant to pay into the Court rents for the use and occupancy during the pendency of the eviction case.

(Res. 06-26A (part))

11.20.210 Defenses.

- A. The Court shall grant the remedies allowed in this code, unless it appears by the evidence that:
1. The premises are untenable, uninhabitable, or constitute a situation where there is a constructive eviction of the tenant, in that the premises are in such a condition, due to the fault of the landlord, that they constitute a real and serious hazard to human health and safety and not a mere inconvenience.
 2. The landlord has failed or refused to make repairs which are his responsibility after a reasonable demand by a tenant to do so, without good cause, and the repairs are necessary for the reasonable enjoyment of the premises.
 3. There are monies due and owing to the tenant because he has been required to make repairs which are the obligation of the landlord, and the landlord has failed or refused to make them after a reasonable notice. Such sums may be a complete or partial defense to a complaint for eviction, but only to the extent that such sums set off monies owed for occupancy. A tenant may be evicted after such a period if he fails or refuses to pay the reasonable rental value of the premises.
 4. That due to the conduct of the landlord, there is injury to the tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel, laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace standards.
 5. That there are such serious and material breaches of applicable housing law on the part of the landlord that it would be unjust to grant him a remedy.
 6. The landlord is evicting the tenant because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled.
 7. Any other material or relevant fact the tenant might present that may explain why his eviction is unjust and unfair.

(Res. 06-26A (part))

11.20.220 Discovery and prehearing proceedings.

Extensive, prolonged, or time-consuming discovery and prehearing proceedings will not be permitted, except in the interests of justice and for good cause shown by the moving party. Discovery shall be informal, and reasonably provided on demand of a party, and it shall be completed within five calendar days of the date of hearing. Requests for discovery shall be made no later than three calendar days following the setting of a hearing date. The Court may enter reasonable orders requiring discovery or protecting the rights of the parties upon reasonable notice.

(Res. 06-26A (part))

11.20.230 Evidence.

Evidence in proceedings under this code shall be according to the following provisions:

- A. All evidence may be admitted which can be shown to be relevant and material to the case.
- B. Fairness will dictate the decision of the judge on challenges to admissibility of evidence.
- C. The Court may avail itself of any recognized and authoritative materials, books or documents as guidance in reaching a decision on the admissibility of evidence.

- D. Evidence of customs and traditions of the Tribes shall be freely admitted.
- E. Hearsay objections will not be permitted to procedurally deny the Court access to reasonable reliable information which would aid in reaching a just decision. Where a hearsay objection is made, the Court will make an independent determination of the competency of the evidence which is sought to be offered. Objections may be overruled where facts indicate that the evidence is relevant and material and reasonably competent under the circumstances. Hearsay evidence may be freely admitted where all parties to the out of Court statement are present before the Court and qualified to testify as to the statement made.
- F. At the discretion of the judge, evidence may be excluded if its value as proof is outweighed by the risk that its admission will create a substantial risk of undue prejudice; confuse the issues; or, mislead the jury, or unfairly surprise the opposing party.
- G. Upon request of a party, the Court may take judicial notice, of specific facts which are so certain as not to be subject to reasonable dispute.

(Res. 06-26A (part))

11.20.240 Burden of proof.

The burden of proof in all proceedings under this code shall be by a preponderance of the evidence.

(Res. 06-26A (part))

11.20.250 Judgment.

- A. Within five calendar days of the date of the hearing, the Court shall grant and enter a written judgment and the judgment shall grant all relief that the parties are entitled to as of the date of the judgment. The judgment may do any of the following:
 - 1. Order the immediate eviction of a tenant and delivery of the premises to the landlord;
 - 2. Grant actual damages as provided in the agreement of the parties or this code, including interest;
 - 3. Order the parties to carry out an obligation required by law or any rental agreement;
 - 4. Establish a payment plan for the tenant;
 - 5. Order rent payments out of per capita payments or through garnishment;
 - 6. Establish a power of attorney in another person/agency to fulfill rights or obligations of either landlord or tenant;
 - 7. Remediate the action - in part or in whole - through appropriate recalculation of rent;
 - 8. Order the tenant to perform work for the landlord or the owner to pay off back rent due and/or damages;
 - 9. Order the payment of attorneys' fees and, where allowed by law or agreement, costs and expenses of litigation;
 - 10. Grant any relief provided in this code or allowed in law or equity.
- B. If a tenant fails to appear in person or in writing on or before the date of appearance, the Court shall enter judgment on behalf of the plaintiff following a hearing to determine whether relief should be granted and the kind of relief that should be granted.

(Res. 06-26A (part))

11.20.260 Form of judgment.

The judgment shall state the relief granted by the Court to any party, and contain either findings of fact and conclusions of law, or the basis and reasoning for entering the judgment.

(Res. 06-26A (part))

11.20.270 Execution of judgment.

Any judgment may be immediately executed, and the judgments and orders of the Court shall be enforced by a duly authorized law enforcement officer or officer of the Court, appointed by the Court for such a purpose. Any law enforcement officer shall, upon receipt of an order of the Court, execute the judgment or order made by it within five calendar days of the date of the judgment or order and make a report to the Court on what was done to enforce it. Any law enforcement officer to whom a judgment or order is given for enforcement who fails, in the absence of good faith, or refuses to execute it shall be subject to the payment of reasonable damages, costs, and expenses to a party for failure to execute the judgment and/or suspension from employment. This section shall also apply to any judgment on behalf of a tenant obtained under the general tribal civil procedure code and/or tribal small claims procedure code.

(Res. 06-26A (part))

11.20.280 Stay of execution.

If judgment for possession of the dwelling unit enters in favor of the landlord, the tenant may apply for a stay of execution of the judgment or order if within five days of the judgment being rendered, the following is established:

- A. Good and reasonable grounds affecting the well-being of the party are stated;
- B. There would be no substantial prejudice or injury to the prevailing party during the period of the stay;
- C. Execution of the judgment could result in extreme hardship for the tenant(s); or
- D. A bond is posted or monies are paid to the Court, to satisfy the judgment or payment for the reasonable use and occupancy of the premises during the period of time following the judgment. The clerk shall distribute such arrearages to the landlord in accordance to any order of the Court.

(Res. 06-26A (part))

11.20.290 Appeals.

Appeals under this code shall be handled according to the general tribal appellate provisions, with the exception that the party taking the appeal shall have only five days from the entry of the order of judgment to file an appeal. All orders from the Court will remain in effect during the pendency of an appeal under this code unless otherwise ordered by the Court.

(Res. 06-26A (part))

11.20.300 Miscellaneous complaints and claims.

Any miscellaneous complaint or claim including a complaint or claim by a tenant which does not fall within the procedures of this code may be made under the general tribal civil procedure code and/or tribal small claims procedure code.

(Res. 06-26A (part))

11.20.310 Notice to leave the premises.

Any notice to leave a premises, shall be by written order of the Court, and shall be delivered to the tenant in the following manner:

- A. Delivery shall be made by:
 - 1. A law enforcement officer of the Tribe or an agency of the United States Government, or
 - 2. Any person authorized by the Tribal Court.
- B. Delivery will be effective when it is:
 - 1. Personally delivered to a tenant, provided tenant resides on the reservation, with a copy sent by regular and certified mail, return receipt requested,
 - 2. Personally delivered to an adult living in the premises with a copy sent by regular and certified mail, return receipt requested, or
 - 3. Personally delivered to an adult agent or employee of the tenant with a copy sent by regular and certified mail, return receipt requested.
- C. If the notice cannot be given by means of personal delivery because the tenant does not reside on the reservation, or tenant cannot be found, the notice may be delivered by means of:
 - 1. Certified mail, return receipt requested, at the last known address of the tenant, or
 - 2. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.

(Res. 06-26A (part))

11.20.320 Forcible eviction.

- A. Where the Court orders an eviction, and the defendant or any other occupant of the premises refuses to vacate voluntarily by the effective date of that order, the defendant or other occupants may be forcibly removed from the premises by a tribal law enforcement officer. At the hearing where the eviction is ordered, the Court shall inform the defendant that if he does not vacate the premises voluntarily by the effective date, he and the other occupants will be subject to forcible eviction, and their property will be subject to storage, sale and disposal as set forth in subsection C of this section.
- B. Following eviction, the Court may allow the landlord, the Office of Housing or the United States Government access to any property leased by either of them for purposes of preserving and securing it.
- C. Following forcible eviction of the defendant and/or other occupants, the former occupant's personal property shall be stored by the owner of the premises for at least thirty (30) days, either on the premises or at another suitable location. In order to reclaim their property, the former occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the owner is authorized to sell the property in order to recover these costs. Upon request by the former occupants, the landlord shall provide them with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. Nothing in this section shall be construed to prevent the former occupants from reclaiming property remaining after the sale if they can arrange to do in a manner satisfactory to the owner.

(Res. 06-26A (part))

11.20.330 No self-help eviction.

Except by mutual consent of the parties, no landlord may compel a tenant to vacate any premises in a forceful fashion or way which causes a breach of the peace without giving a notice to quit, and obtaining a Court order as provided in this code.

(Res. 06-26A (part))

11.20.340 Security deposits.

- A. Security Deposit Limits. A landlord may demand a security deposit prior to the tenancy of any dwelling unit, and consistent with the terms of any rental agreement and/or code Section 11.20.080 policy.
- B. Payment of Security Deposit at Termination of Tenancy. The person who is the landlord at the time a tenancy is terminated shall pay to the tenant or former tenant the amount of the security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited, less the value of any damages which any person, who was a landlord of such premises at any time during the tenancy of such tenant, has suffered as a result such tenant's failure to comply with such tenant's obligations. Damages shall not include normal wear and tear.
- C. Action to Reclaim Security Deposit. Any tenant may bring a civil action in Tribal Court to reclaim any part of his security deposit which may be due.

(Res. 06-26A (part))

Article VI. Mortgage and Foreclosure

11.20.350 Priority.

All mortgages recorded in accordance with the recording procedures set forth in this chapter, including leasehold mortgages, and including loans guaranteed or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage.

(Res. 06-26A (part))

11.20.360 Recording.

- A. The Tribal Recording Clerk shall maintain in the Tribal Real Estate program a system for the recording of mortgages, leasehold mortgages, leases, and such other documents as the Tribe may designate by laws, resolution, or policy.
- B. The Tribal Recording Clerk shall endorse upon any mortgage or other document received for recording:
 - 1. The date and time of receipt of the mortgage or other document;
 - 2. The filing number, to be assigned by the Tribal Recording Clerk, which shall be a unique number for each mortgage or other document received; and
 - 3. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

Upon completion of the above-cited endorsements, the Tribal Recording Clerk shall make a true and correct copy of the mortgage or other document and shall certify the copy as follows:

Squaxin Island Tribe

)

Indian Reservation

)ss.
)

I certify that this is a true and correct copy of a document received for recording this date.

Given under my hand and seal this ___ day of _____.

(SEAL) _____

(Signature)

(Date)

The Tribal Recording Clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage or other document to the person or entity that presented the same for recording, or to the person as designated on the document.

- C. The Tribal Recording Clerk shall also maintain a log of each mortgage or other document recorded in which there shall be entered:
1. The name(s) of the borrower/mortgagor of each mortgage, identified as such;
 2. The name(s) of the lender/mortgagee of each mortgage, identified as such;
 3. The name(s) of the grantor(s), grantee(s), or other designation of each party named in any other documents filed or recorded;
 4. The date and time of the receipt;
 5. The filing number assigned by the Tribal Recording Clerk; and
 6. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.
- D. The certified copies of the mortgages and other documents and the log maintained by the Tribal Recording Clerk shall be made available for public inspection and copying. Rules for copying shall be established and disseminated by the Tribal Recording Clerk.

(Res. 06-26A (part))

11.20.370 Foreclosure procedures.

- A. A borrower/mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his mortgage payment(s) to the lender/mortgagee.
- B. Before a borrower/mortgagor becomes ninety (90) days delinquent on his mortgage payments and before any foreclosure action or activity is initiated, the lender/mortgagee shall complete the following:
1. Place the borrower/mortgagor on written notice that he or she is delinquent in the payment of the mortgage. A copy of this notice shall be provided to the Office of Housing.
 2. Make a reasonable effort to arrange a face-to-face interview with the borrower/mortgagor. This shall include at least one trip to meet with the borrower/mortgagor at the mortgaged property.
 3. Lender/mortgagee shall document that it has made at least one phone call to the borrower/mortgagor (or the nearest phone as designated by the borrower/mortgagor, able to receive and relay messages to the borrower/mortgagor) for the purpose of trying to arrange a face-to-face interview.
- C. Lender/mortgagee may appoint an agent to perform the services or arranging and conducting the face-to-face interview specified in this action.

- D. Before the borrower/mortgagor has been delinquent for ninety (90) days and at least ten (10) days before initiating a foreclosure action in Tribal Court, the lender shall advise the borrower/mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Office of Housing, as follows:
1. Advise the borrower/mortgagor that information regarding the loan and default will be given to credit bureaus;
 2. Advise the borrower/mortgagor of homeownership counseling opportunities/programs available through the lender or otherwise;
 3. Advise the borrower/mortgagor of other available assistance regarding the mortgage/default;
 4. In addition to the preceding notification requirements, the lender/mortgagee shall complete the following additional notice requirements when a leasehold mortgage is involved: (a) notify the borrower/mortgagor that if the leasehold mortgage remains in default for more than ninety (90) days, the lender/mortgagee may ask the applicable governmental agency to accept assignment of the leasehold mortgage if this is a requirement of the governmental program; (b) notify the borrower/mortgagor of the qualifications for forbearance relief from the lender/mortgagee, if any, and that forbearance relief may be available from the government if the mortgage is assigned; and (c) provide the borrower/mortgagor with names and address of government officials to whom further communications may be addressed, if any.
- E. If a borrower/mortgagor has been in default for ninety (90) days or more and the lender/mortgagee has complied with the procedures set forth in the first part of this section, the lender/mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section 11.20.380 of this code.

(Res. 06-26A (part))

11.20.380 Foreclosure complaint and summons.

- A. The verified complaint in a mortgage foreclosure proceeding shall contain the following:
1. The name of the borrower/mortgagor and each person or entity claiming through the borrower/mortgagor subsequent to the recording of the mortgage, including each subordinate lienholder as a defendant;
 2. A description of the property subject to the mortgage;
 3. A concise statement of the facts concerning the execution of the mortgage or in the case of a leasehold mortgage the lease; the facts concerning the recording of the mortgage or the leasehold mortgage; the facts concerning the alleged default(s) of the borrower/mortgagor; and such other facts as may be necessary to constitute a cause of action;
 4. True and correct copies of each promissory note, if a leasehold mortgage then a copy of the lease, the mortgage, or assignment thereof relating to the property (appended as exhibits); and
 5. A statement that the lender has complied with all relevant requirements and conditions prescribed in: (a) federal statutes and regulations, (b) tribal codes, ordinances and policies, and/or (c) provisions of the lease or leasehold mortgage, or any other security instrument.
- B. The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the defendant(s).

(Res. 06-26A (part))

11.20.390 Service of process and procedures.

Service of process shall be performed according to the procedures set forth in Section 11.20.160 of this code.
(Res. 06-26A (part))

11.20.400 Cure of default by subordinate lienholder.

Prior to the entry of a judgment of foreclosure, any borrower/mortgagor or a subordinate lienholder may cure the default(s) under the mortgage by making a full payment of the delinquency to the lender/mortgagee and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such subordinate lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any leasehold mortgage foreclosure proceeding.

(Res. 06-26A (part))

11.20.410 Judgment and remedy.

This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the complaint on the borrower/mortgagor. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the lender/mortgagee, the Tribal Court shall enter judgment:

- A. Foreclosing the interest of the borrower/mortgagor and each other defendant, including subordinate lienholder, in the mortgage; and
- B. Assigning the mortgage to the lender/mortgagee or the lender's designated assignee; in the case of a leasehold mortgage, the lease will be assigned to the lender/mortgagee or the lender's designated assignee, subject to the following provisions:
 1. The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the lease or leasehold mortgage which is subsequently obtained by the lender or lender's designated assignee.
 2. The lender or lender's designated assignee may only transfer, sell or assign the lease and/or leasehold mortgage to a tribal member, the Tribe, or Office of Housing.
 3. Any other transfer, sale or assignment of the lease or leasehold mortgage shall only be made to a tribal member, the Tribe, or the Office of Housing during the remaining period of the leasehold.

(Res. 06-26A (part))

11.20.420 Foreclosure evictions.

Foreclosure evictions shall be handled according to the general eviction process set forth in Article IV of this code, with the added provision that foreclosure eviction proceedings shall not occur until after the borrower/mortgagor, lessee, occupier has received thirty (30) calendar day's notice, and remains in possession of the property contrary to the terms of the notice. All foreclosure evictions shall occur no later than sixty (60) days from the date of service of notice upon the borrower/mortgagor that foreclosure was completed.

(Res. 06-26A (part))

11.20.430 No merger of estates.

There shall be no merger of estates by reason of the execution of a lease or a leasehold mortgage or the assignment or assumption of the same, including an assignment adjudged by the Tribal Court, or by operation of law, except as such merger may arise upon satisfaction of the leasehold mortgage.

(Res. 06-26A (part))

11.20.440 Certified mailing to Tribe and lessor.

Any foreclosure proceedings on a lease or leasehold mortgage where the Tribe or the lessor(s) is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe and to the lessor(s) by certified mail, return receipt requested, within five days after the issuance of the summons. If the location of the lessor(s) cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor(s) in care of the superintendent of the applicable agency of the Bureau of Indian Affairs.

(Res. 06-26A (part))

11.20.450 Intervention.

The Tribe or any lessor may petition the Tribal Court to intervene in any lease or leasehold mortgage foreclosure proceeding under this code. Neither the filing of a petition for intervention by the Tribe, nor the granting of such a petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

(Res. 06-26A (part))

11.20.460 Appeals.

Appeals under this chapter shall be handled in accordance with the general tribal appellate provisions.

(Res. 06-26A (part))

Article VII. Occupancy, Ownership and Transfer of Residences

11.20.470 Purpose.

The purpose of this chapter is to define the terms and conditions upon which residences may be occupied, leased, or owned, and the manner in which legal interest in such residences shall be transferred. This chapter shall apply only to those residences in which the Office of Housing is authorized and serves as the landlord in the underlying real property. This chapter shall not apply to residences occupied pursuant to the terms of a Mutual Help Agreement (MHA - United States Housing Act of 1937), provided, once the MHA is terminated and the residence is removed from the Mutual Help Program, this chapter shall apply.

(Res. 06-26A (part))

11.20.480 Written requirement.

In order to occupy, lease or own any residence the occupant, lessee, or owner of the residence shall have a written agreement with the Office of Housing. The occupant, lessee, or owner of the residence shall not convey or

transfer their interest in the residence, or convey or transfer their interest in the written agreement, without first obtaining written approval from the Office of Housing.

(Res. 06-26A (part))

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 leases the residence to a nonmember 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 8.02.010 are subject to eviction, pursuant to Section 11.20.140.

(Res. 06-26A (part) Res. No. 23-05, 1-12-23)

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.

(Res. 06-26A (part), Res. No. 23-05, 1-12-23)

11.20.510 Enforcement.

The Office of Housing shall have the authority and duty to enforce the terms and conditions of this chapter, including but not limited to: (A) seeking injunctive relief to prevent the improper transfer of a residence; and (B) initiation of an unlawful detainer action to prevent an improper tenancy in a residence.

(Res. 06-26A (part))

Article VIII. Miscellaneous Provisions

11.20.520 Effective date.

This code shall take effect immediately upon enactment of a resolution for adoption by the Squaxin Island Tribal Council.

(Res. 06-26A (part))

11.20.530 Retroactive effect.

This code shall apply to all rental agreements subject to the provisions of the code, no matter when entered.

(Res. 06-26A (part))