

MILLE LACS BAND OF OJIBWE OCCUPANCY POLICY

I. INTRODUCTION

The goal of the Mille Lacs Band of Ojibwe Housing Department is to provide affordable housing for families in a safe and healthy environment. This policy establishes the regulations and standards relating to the occupancy of property owned by the Mille Lacs Band of Ojibwe.

Once eligibility for admission has been established, and a family moves into a unit managed by the Housing Department, residents and their families are expected to abide by the Occupancy standards established by the Housing Department, HUD and NAHASDA. In addition, all residents of units managed by the Housing Department must comply with the covenants of the Housing Department's Drug Policy. Failure to do so can result in termination of the Lease Agreement and eviction.

This policy provides residents and their families with the framework and guidelines necessary to ensure a safe and healthy living environment for all in the community. It details the resident's Responsibilities and Guidelines when participating in housing programs.

This policy applies to all residents of property owned by the Mille Lacs Band of Ojibwe and is a document that provides for consistent, equitable and uniform treatment of the residents. It is a basis for decision-making by the Housing Department Staff. These policies apply to HUD rentals, Regular Rentals, Elderly Rentals and Grant Homes, as well as any other units owned or managed by the Housing Department.

The unit provided to Band Members is considered to be their home, therefore, they are entitled to the privacy and privileges with the understanding that they will follow all regulations that are defined in the Rental Agreement Lease.

II. RESPONSIBILITIES AND GUIDELINES FOR RESIDENTS

The person(s) who signs the lease is presumed to be the head of household and is referred to hereinafter as the Resident. The Resident is responsible for ensuring that they, other household members and guests follow all policies. A lease is a legally binding agreement that describes the rights, duties, obligations and responsibilities of the Resident.

A. Rules of Occupancy

1. Security Deposit. Residents will be required to pay the full amount of the security deposit prior to occupancy.
 - a. Residents cannot draw on their security deposit, **for any reason**, while occupying a unit, including for the purposes of meeting housing related expenses, i.e. rent, repairs, or utilities.
 - b. The security deposit will be returned to the Resident, within forty-five (45) calendar days of move out, less any outstanding obligations of the Resident.
 - c. An additional security deposit amount will be required if the Tenant will have pets. Tenants are limited to two pets total per household. An aquarium is not considered a pet for the purposes of number of pets allowed. Pet removal is entirely the responsibility of Tenant.
2. Subleases. Residents are prohibited from assigning, sub-letting or transferring possession of the premises to any other individual. A short-term sublease approved by the Executive Director is available when a personal situation occurs that will help the person meet individual goals and needs.
3. Payment of Rent. Residents are expected to pay monthly payments at the time scheduled. Rent is due at the first of every month and considered delinquent after the 10th of the month. A lease violation will be issued if the payment is not made by the 21st of the month.

Residents will be encouraged to assign a portion of their bonus for their rental payment. A 5% discount will apply to rent of a Tenant who has agreed to this payment arrangement. Rent will not be considered late if it is deducted from the Tenant's bonus or payroll, unless the assignment or payroll deduction in any given month does not amount to the entire rent payment due. Tenants who receive quarterly or bi-monthly bonuses may utilize this option by assigning an amount that would correspond to the number of months' rent due during that period. For example, if a Tenant receives a bi-monthly bonus, Tenant may assign two months' rent from that bi-monthly bonus *at the beginning* of the two month period.

4. Drug Policy. Residents must comply with the Department's Drug Policy. Illegal drugs are prohibited in Band Housing.

5. Maintenance of Property. The Resident shall be required to keep the premises in a clean, safe and sanitary condition, both inside and outside of the units.
- a. Residents are not allowed to make any type of structural changes or modifications to the unit.
 - b. Residents are required to obtain a burning permit from DNR to properly dispose of leaves and branches.
 - c. Residents are responsible for arranging and paying for solid waste service.
 - d. Gasoline, solvents, or other inflammables must not be kept in the dwelling unit.
 - e. Smoke detectors are installed in each unit. Residents will not tamper with, disconnect or remove smoke detectors. If smoke detectors are found to be out of order at the time of annual inspection, then Housing will repair or replace. It is the responsibility of the tenant to notify the Housing Department of a non-working smoke detector. This includes the need for new batteries.
 - f. The Housing Department will comply with Minnesota Statute 299F.51 on carbon monoxide detectors.
 - g. Residents are responsible for snow and ice removal and yard maintenance.
 - h. Residents will ensure that guests refrain from destroying, defacing, damaging, vandalizing or removing any part of the premises.
 - i. Residents will be billed and held accountable for the destructive actions of residents, their family, friends, and guests. This can include damages that go beyond normal wear and tear or damage that results from resident's inaction with respect to their responsibilities under the lease or this policy. Residents are responsible to pay or make payment arrangements for any amount billed for damages. Failure to pay or come to a mutually-agreed payment arrangement within 30 days of the billing date, will result in a lease violation. Falling 30 days behind on any payment arrangement will also result in a lease violation.
 - j. If a Resident would like to install fencing in their yards they must obtain approval from the Housing Department. The Resident is responsible for the cost of the fence and any needed maintenance. The resident is responsible to remove the fence and return the property to

its original state at move-out, unless the Housing Department waives the requirement. If the resident fails to do so, the resident is responsible for the cost of removal by the Housing Department.

- k. Residents are prohibited from installing security cameras, unless the Resident receives prior approval by the Executive Director.
 - l. Residents must abide by State, Band or local laws regarding waste or nuisance.
6. Housing Maintenance. The Housing Department is responsible for the emergency, preventative and on-going maintenance of the units.
- a. The Resident shall notify the Housing Department immediately when any type of maintenance is required.
 - b. Housing Department staff will conduct annual inspections of all property owned by the Mille Lacs Band of Ojibwe.
 - c. Residents must allow access to Housing Department staff to all units when official business needs to be conducted. The Housing Department must provide the Resident with 48 hours notice, unless an emergency requires that Department staff be given immediate access.
 - d. If an emergency exists but the Resident is not available to allow staff into the residence, the staff may enter the unit but must leave a note in a conspicuous location notifying the Resident of their entry. Entry is justified in order to protect life or Band property.
 - e. If a pest/insect problem exists, the Resident must notify the Housing Department immediately so that corrective action can be taken.
 - f. If the Resident fails to allow access to the unit by Housing Department staff that have been directed to enter by the Executive Director, then that Resident may be evicted.
7. Criminal Activity. The Resident, members of the household and visitors will comply with all tribal, county, state and federal laws affecting the use or occupancy of the dwelling unit and premises.
- a. Residents shall not engage in any criminal activity, including illegal drug possession, dealing or manufacturing. See Housing Department Drug Policy.
 - b. Residents shall not engage in acts of violence or make threats of violence.

- c. Residents shall not discharge a firearm in the dwelling unit or on/near the premises.
 - d. Residents shall comply with Band Ordinance 28-03 (Dog Ordinance). A copy of the Dog Ordinance will be provided to each new Resident.
8. Update Personal Information. The Resident will furnish and supplement information annually to the Housing Department to recertify the resident and to determine whether there are any required changes in rent and size of unit.
- a. Annually the resident will provide family income, employment and family composition information. The lease will not be renewed at the end of the year if the resident does not provide recertification information.
 - b. If the Resident's circumstances have changed that would result in a rent change, such as decline or increase of income, the Resident must contact the Housing Department immediately.
 - c. The Resident must report within ten (10) days any changes in public assistance.
9. Abandonment. The unit will be considered abandoned if left alone for seven (7) or more days, unless the Resident notifies the Housing Department of his or her absence from the home. Abandonment will constitute grounds for an immediate eviction.
10. Occupancy. The Resident will notify the Housing Department if any relative or friend remains in the unit for longer than a month or if the Resident plans to be gone for an extended period of time.
- a. The Resident needs prior approval to add another person to the household. Non-compliance warrants an immediate eviction of the Resident.
 - b. The Resident will notify the Housing Department if they will be absent from the unit seven (7) days or longer. Failure to notify the Housing Department gives the presumption of abandonment and is a lease violation.
 - c. The Resident will notify the Housing Department if they as head of household will be gone for a period of time and another adult will care for the unit.

- d. Residents are also encouraged to notify their neighbors when gone for an extended period of time if they feel comfortable doing so.
- 11. Quiet. Residents will not create any disturbances that would cause annoyance or discomfort to other residents or to the community. *See Public Nuisance Ordinance 30-03.*
- 12. Care of Children. Residents are responsible for the actions of their children and shall ensure that children do not play on structures or areas, i.e. roofs, houses under construction, trees, or other places where their health and safety are at risk.
- 13. Renter's Insurance. Residents are encouraged to purchase renter's insurance. This is entirely the responsibility of the resident.
- 14. Vehicles. Residents must park in driveways or on the public street/road in front of the Resident's unit.
 - a. Parking on lawns is not permitted.
 - b. Only those vehicles with valid license plates are allowed on the premises.
 - c. Vehicles that are inoperable for more than thirty (30) calendar days must be removed from the premises. All inoperable vehicles must be properly disposed of after thirty (30) days. If the inoperable vehicle is removed by the Housing Department, the Resident will be billed for the costs of removal.
- 15. Handicap Accessible Ramp. If a Handicap Accessible Ramp is required, the Resident will submit a written request to the Housing Department. The Housing Department will provide a written response, detailing the action that will be taken, to the Resident.
- 16. Installation of Satellite Dishes. The Resident must obtain approval from the Housing Department to install a Direct T.V., Satellite Dish or antennas on the roof of their unit.
- 17. Tenant Workshops.
 - a. Residents are encouraged to take educational/development workshops/seminars/work sessions that will help the Resident be a successful tenant.

- b. Housing Department staff is responsible for maintaining and communicating workshops that are available through various community agencies so that the Resident is able to attend.

III. Termination of Lease

A. Resident Termination

Residents may terminate the lease by notifying the Housing Department in **writing** within thirty (30) calendar days.

When a Resident moves out of housing, all others living at the residence must also move out. The only exception is when the other person is himself or herself at the top of the waiting list for a rental unit and elects to remain in the unit in which they are already residing. This is the policy whether the Resident has terminated the lease or whether the lease has been terminated by Housing.

B. Housing Termination

The Housing Department may terminate the lease by notifying the Resident within thirty (30) calendar days of termination of the lease unless circumstances warrant an immediate eviction.

If the Housing Department chooses to evict a tenant and terminate their lease, that tenant will have no more than thirty (30) days to vacate the premises and take all personal belongings with them. Reasons for termination will include (in a non-exhaustive list):

1. The accumulation of three lease violations during the lease term (1 year).
2. It is discovered that the Resident did not list all family income for all individuals eighteen (18) years of age or older who are living in the unit on the application for housing or that this information changed and was not provided to the Department. A resident will not be evicted if he/she makes restitution for the arrearages.
3. Allowing extremely unsafe, unhealthy, or unclean conditions to exist.
4. Failure to abide by any other Housing Department Policies, including these Rules of Occupancy.
5. Failure to abide by any lease agreement provisions.

Any Resident, household members or guests that cause any of these conditions will provide a basis for eviction. Any resident that receives a termination of lease and eviction notice must remove all personal belongings within thirty (30) days. Failure to remove all personal belongings within this time frame will be considered an abandonment of those possessions. Abandoned possessions will be discarded within seventy-two (72) hours, unless the resident makes a written request for storage at their own expense within the seventy-two (72) hour timeframe.

C. Immediate Eviction

In certain instances, a thirty (30) day notice requirement will not be given to terminate a lease and evict a tenant. Certain actions will be deemed a danger to the community at large and immediate eviction will be deemed necessary for the health, safety and welfare of the community. The reasons listed below are non-exhaustive.

1. Failure to abide by the Housing Department Drug Policy. A conviction for a drug-related offense is not required. A police statement indicating that drug possession, dealing or manufacturing more than likely occurred within a Housing Department unit will be grounds for eviction. A tenant who faces lease cancellation and/or eviction by the Housing Department for drug possession may request an assessment by the Department of Health and Human Services to determine whether a rehabilitation or treatment program would be beneficial to the tenant. If so, the tenant may elect to partake in the program (not at the expense of the Housing Department) and the Department will forgo lease cancellation and eviction pending successful completion of the program. A tenant may only exercise this option once and it is only applicable to drug possession offenses.
2. Substantial and malicious damage to Housing Property.
3. Acts of physical abuse towards neighbors either in their persons or property.
4. Abandonment of the unit.
5. Proof of conviction showing that the Resident committed any of the following crimes:
 - a. Arson
 - b. Assault on person
 - c. Assault on property

- d. Burglary
 - e. Child Abuse
 - f. Drug Crimes
 - g. False Imprisonment
 - h. Kidnapping
 - i. Murder
 - j. Illegal Possession of a Firearm
 - k. Sex Crimes
 - l. Stalking
6. Individuals are found living at the residence that were not included in the Resident's application with the Housing Department. The Resident must request permission for any additions to the household. This new person/s must complete the Department's application procedure as detailed in the Rental Admission Policy, including submitting to the criminal background check.
7. Any member of the household is discovered to be a confirmed gang member.

In such instances, a tenant will receive ten (10) days to remove all personal belongings from the property. All other rules listed above will apply. Any tenant that fails to remove themselves and their belongings from the property will be the subject of an Unlawful Detainer action in the Court of Central Jurisdiction.