



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule No. 3 – Elder Rental Program Eligibility, Selection and Other Requirements

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3.1. Purpose and Delegation

3.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division’s Elder Rental Program.

3.1-2. *Authority.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law.

3.2. Adoption, Amendment and Repeal

3.2-1. This rule was jointly adopted by the Comprehensive Housing Division and Land Commission in accordance with the procedures of the Administrative Rulemaking law.

3.2-2. This rule may be amended or repealed by the joint approval of the Comprehensive Housing Division and Land Commission pursuant to the procedures set out in the Administrative Rulemaking law.

3.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

3.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.

3.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

3.3. Definitions

3.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” means the entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.¹

(b) “Landlord” means the Nation in its capacity to rent real property subject to a rental agreement.

(c) “Nation” means the Oneida Nation.

¹ See BC Resolution 10-12-16-D providing that for purposes of this law, the Comprehensive Housing Division means the Division of Land Management for general rental agreements, the Oneida Housing Authority for income-based rental agreements and Elder Services for rental agreements through the Elder Services program.

- (d) "Premises" means the property covered by a rental agreement, including not only the real property and fixtures, but also any personal property furnished by the landlord pursuant to a rental agreement.
- (e) "Rental Agreement" means a written contract between a landlord and a tenant, whereby the tenant is granted the right to use or occupy the premises for a residential purpose for one (1) year or less.
- (f) "Tenant" means the person granted the right to use or occupy a premise pursuant to a rental agreement.
- (g) "Tribal Member" means an individual who is an enrolled member of the Nation.
- (h) "Security Deposit" means a payment made to the landlord by the tenant to ensure that rent will be paid and other responsibilities of the rental agreement performed.

3.4. Eligibility Requirements

3.4-1. *Tribal Member Status.* At least one (1) of the tenants named as a party to the rental agreement is required to be a Tribal member fifty-five (55) years of age or older.

3.4-2. *Other Occupants.* All tenants of the rental unit shall satisfy the eligibility requirements outlined in sections 710.4-2(b) and (c) of the Landlord-Tenant law and shall not have been convicted of a criminal offense against an elder unless pardoned or forgiven pursuant to applicable law.

3.4-3. *Income Requirements.* In order to be eligible for the Elder Rental Program, applicants must demonstrate that they can meet the financial requirements of the rental agreement, including through the use of financial assistance.

(a) When assessing the income requirements for the elder rental agreements, the Comprehensive Housing Division staff:

- (1) May not include child support payments;
- (2) May not include education grants/scholarships;
- (3) May not include medical bills; and
- (4) Shall include per capita payments to the extent that receipt of per capita payment may be verified for each of the five (5) years prior to rental agreement application.

(A) For per capita payments paid by the Nation, the Comprehensive Housing Division staff shall verify with the Trust Enrollment Department that the applicant received the full eligible amount of the per capita payments for each of the five (5) years prior to rental agreement application.

(B) For per capita payments paid by other tribes the Comprehensive Housing Division staff shall verify that the applicant received per capita payments for each of the five (5) years prior to rental agreement application using the applicant's tax return.

(C) When per capita payments qualify to be considered as part of the income assessment and it appears that prior per capita payments are inconsistent or have been attached, Comprehensive Housing Division staff shall use an average of the payments the applicant received for the five (5) years prior to rental agreement application.

3.4-4. *Utility Bills.* Applicants for a rental agreement may not have any outstanding balance owed to a utility provider.

3.4-5. *Past Due Accounts.* Applicants for a rental agreement are ineligible if a review of the applicant's credit report reveals more than five (5) accounts that are past due and/or in collections that are based on debts incurred within the past five (5) years, provided that medical bills may not be included in this consideration.

3.5. Applications and Tenant Selection

3.5-1. *Application Period.* Tribal members wishing to rent a property in the Comprehensive Housing Division's Elder Rental Program may submit a rental application at the Comprehensive Housing Division², in person or via e-mail,³ using the rental application form available on the Nation's website and at the Comprehensive Housing Division, which includes any requirements for supplemental information required to verify eligibility. Rental applications submitted using any form other than the Nation will be considered ineligible by the Comprehensive Housing Division.

(a) The Comprehensive Housing Division staff shall date and time stamp all rental applications upon receipt.

(b) In the event that multiple parties arrive at the same time to submit a rental application (i.e. if parties are waiting to submit prior to business hours), Comprehensive Housing Division staff shall determine the order of receipt through a lottery system in which each party receives a number by chance. Comprehensive Housing Division staff shall number the offers having the same date and time stamps by from lowest drawn number to highest drawn number.

3.5-2. *Tenant Selection.* Upon receipt of submitted rental applications, Comprehensive Housing Division staff shall determine which applicants are eligible and place tenants in available units on a first-come first-serve basis and shall maintain a waitlist of eligible applicants when there are no rental premises currently available. When a rental premises becomes available, Comprehensive Housing Division staff shall select a tenant from the waitlist based on the eligible rental application that was received earliest based on the date and time stamp.

3.6. Security Deposits and Pets

3.6-1. *Standard Security Deposit.* Prior to providing a selected tenant with keys to the property, Comprehensive Housing Division staff shall ensure that the standard security deposit equal to one (1) month's rent payment has been paid by the tenant.

3.6-2. *Pets.* Tenants in the Comprehensive Housing Division's elder rental program may not have pets in the rental premises under any circumstances.

3.7. Annual Inspection and Rental Agreement Renewal

3.7-1. *Scheduling Annual Inspections.* Comprehensive Housing Division staff shall schedule tenants' annual inspections for a date that is within thirty (30) calendar days of the expiration of the tenants' rental agreement.

3.7-2. *Inspection Checklist.* Comprehensive Housing Division staff completing the annual inspection shall use the checklist that is approved by the Comprehensive Housing Division Director. Upon completion of the inspection, Comprehensive Housing Division staff shall request that the tenant(s) sign the completed checklist.

² Until such time as the services offered by the Comprehensive Division are consolidated into one central location, rental applications for rental premises in the elder program shall be submitted at the Elder Services Building.

³ The e-mail address for submitting applications for an elder based rental unit is cskenan2@oneidanation.org.

3.7-3. *Inspection Findings.* In the event that an inspection reveals conditions that may affect the health and safety of the tenant and/or the community or the integrity and condition of the rental premises, the Comprehensive Housing Division shall implement a follow up schedule to ensure the issue is adequately remedied. If the issue is not adequately remedied based on the schedule determined by the Comprehensive Housing Division, termination and eviction may be necessary.

3.7-4. *Damages.* Tenants may be required to pay costs to repair any damages to the rental premises discovered during the annual inspection. Payment for such costs must be received by the Comprehensive Housing Division prior to signing a rental agreement renewal.

3.7-5. *Rental Agreement Renewal.* Each rental agreement is limited to a twelve (12) month term. Tenants wishing to remain in the property are required to sign a renewal rental agreement annually. The Comprehensive Housing Division may, in its discretion, decline renewal of a rental agreement if it determines that the renewal is not in the best interest of the Nation. In the event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive Housing Division shall initiate the eviction process pursuant to the Eviction and Termination law.

3.8. Rental Agreement Cancellation

3.8-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the Elder Rental Program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

3.8-2. *Prorated Rent.* In the event of cancellation of a rental agreement, the Comprehensive Housing Division staff shall prorate the last month's rent payment requirement based upon the greater of the following:

- (a) The number of calendar days the unit was occupied in the last month; or
- (b) Two (2) weeks, which is the minimum allowable notice.

End.

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