

NOTICE OF
PUBLIC MEETING

TO BE HELD

June 21, 2018 at 2:00 P.M.

IN THE

OBC Conference Room

2nd Floor Norbert Hill Center

N7210 Seminary Road, Oneida, WI 54155

In accordance with the Administrative Rulemaking Law, the Comprehensive Housing Division and the Oneida Land Commission are hosting this Public Meeting to gather feedback from the community regarding the following rule:

**Landlord-Tenant Rule No. 1 -
General Rental Program Eligibility, Selection and
Other Requirements**

This is a proposal to amend the rule by:

- ◆ Placing a limit of the amount of past due debt that may be owed to a utility provider at \$200 and an impose an ineligibility period for applicants that have recently been evicted by the Nation;
- ◆ Changing the application and selection process to require selection from a wait list, similar to how the income-based program operates; and
- ◆ Clarifying that rent and other costs will accrue throughout the termination process when a tenant abandons a unit without notice to the Comprehensive Housing Division.

To obtain copies of the Public Meeting documents for this proposal, please visit www.oneida-nsn.gov/Register/PublicMeetings.

**PUBLIC COMMENT PERIOD
OPEN UNTIL June 28, 2018**

During the Public Comment Period, all interested persons may submit written comments and/or a transcript of any testimony/spoken comments made during the Public Meeting. These may be submitted to The Comprehensive Housing Division by U.S. mail, interoffice mail, e-mail or fax.

**Comprehensive Housing Division
2913 Commissioner Street, Oneida, WI 54155
jhill@oneidanation.org
Phone: 920-869-2227
Fax: 920-869-2836**



8

Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

Rule # 1 – General Rental Program Eligibility, Selection and Other Requirements

- 1.1. Purpose and Effective Date
- 1.2. Adoption and Authority
- 1.3. Definitions
- 1.4. Eligibility Requirements
- 1.5. [Advertisings, Application Period and Tenant Selection, Application Process and Waitlist](#)
- 1.6. [Tenant Selection](#)
- 1.7. Security Deposits
- 1.8. Annual Inspection and Rental Agreement Renewal
- 1.9. Rental Agreement Cancellation

9
10
11
12
13
14
15
16

1.1. Purpose and Effective Date

1.1-1. *Purpose.* The purpose of this rule is to provide additional eligibility requirements, selection procedures and general requirements that govern the Comprehensive Housing Division’s general rental programs that are not reserved for elders or low-income Tribal members.

1.1-2. *Delegation.* The Landlord-Tenant law delegated the Comprehensive Housing Division and Land Commission joint rulemaking authority pursuant to the Administrative Rulemaking law.

22
23
24
25

1.2. Adoption and Authority

1.2-1. This rule was jointly adopted by the Comprehensive Housing Division and Land Commission in accordance with the procedures of the Administrative Rulemaking law.

1.2-2. 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.

1.2-3. 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.

1.2-4. 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.

1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Landlord-Tenant law.

32
33
34
35

1.3. Definitions

1.3-1. 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 division within the Nation under the direction of the Comprehensive Housing Division Director which consists of all residential services offered by the Nation, including but not limited to, all rental programs, the rent-to-own program, and the residential sales and mortgages programs.

36
37
38
39
40
41
42
43
44
45
46

47 | ~~means the entity responsible for housing matters specifically related to rental agreements~~
48 | ~~as defined by Oneida Business Committee Resolution.⁺~~

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

51 | (c) “Nation” means the Oneida Nation.

52 | (d) “Premises” means the property covered by a rental agreement, including not only the
53 | real property and fixtures, but also any personal property furnished by the landlord
54 | pursuant to a rental agreement.

55 | (e) “Rental Agreement” means a written contract between a landlord and a tenant,
56 | whereby the tenant is granted the right to use or occupy the premises for a residential
57 | purpose for one (1) year or less.

58 | (f) “Tenant” means the person granted the right to use or occupy a premises pursuant to a
59 | rental agreement.

60 | (g) “Security Deposit” means a payment made to the landlord by the tenant to ensure that
61 | rent will be paid and other responsibilities of the rental agreement performed.

62 | **1.4. Eligibility Requirements**

63 | **1.4-1. Tribal Member Status.** At least one (1) of the tenants named as a party to the rental
64 | agreement is required to be a Tribal member.

65 | **1.4-2. Debt to Income Ratio.** In order to be eligible for a rental agreement, applicants shall have
66 | a maximum debt to income ratio of fifty percent (50%).

67 | (a) Comprehensive Housing Division staff shall calculate the debt to income ratio by
68 | dividing the applicant’s monthly debt by the applicant’s monthly income.

69 | (b) For purposes of calculating income for the debt to income ratio, the Comprehensive
70 | Housing Division staff:

71 | (1) May not include child support payments;

72 | (2) May not include education grants/scholarships;

73 | (3) May not include medical bills; and

74 | (3) Shall include per capita payments to the extent that receipt of per capita
75 | payment may be verified for each of the five (5) years prior to rental application.

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

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

84 | (C) When per capita payments qualify to be considered as part of the
85 | income calculation, Comprehensive Housing Division staff shall use an
86 | average to the payments the applicant received for the five (5) years prior
87 | to rental application.
88 |

⁺ ~~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.~~

89 (4) Shall include any debts subject to a repayment agreement in accordance with
90 section 1.4-3.

91 1.4-3. ~~Utility Bills~~ *Outstanding Debts.* Applicants for a rental agreement may not have a past
92 due balance greater than two hundred dollars (\$200) owed to any utility provider and may not
93 have any prior debt owed to the Comprehensive Housing Division, unless:

94 (a) The applicants have entered a payment agreement related to said debts prior to
95 applying for the general rental program; and

96 (b) If the agreement is related to a utility debt, the agreement allows the applicant to
97 continue receiving utility services while paying the debt, including utility hook-up at a
98 new location. ~~Applicants for a rental agreement may not have any outstanding balance~~
99 ~~owed to a utility provider.~~

100 1.4-4. *Prior Comprehensive Housing Division Eviction.* Applicants that have had a rental
101 agreement with the Comprehensive Housing Division subject to an eviction and termination
102 within two (2) years from the date of the application are not eligible to participate in the general
103 rental program.

104 1.4-5. *Past Due Accounts.* Applicants for a rental agreement are ineligible if a review of the
105 applicant's credit report reveals more than five (5) accounts that are past due and/or in
106 collections, provided that medical bills may not be included in this consideration

107 1.4-6. *Pardon and Forgiveness.* A grant of a pardon or forgiveness pursuant to the Nation's
108 Pardon and Forgiveness law may result in an otherwise ineligible tenant becoming eligible.

109 ~~1.4-4. *Past Due Accounts.* Applicants for a rental agreement are ineligible if a review of the~~
110 ~~applicant's credit report reveals more than five (5) accounts that are past due and/or in~~
111 ~~collections, provided that medical bills may not be included in this consideration.~~

112 **1.5. Advertisings, Application Period and Tenant Selection**

113 **1.5-1. ~~Application Process and Wait List~~**

114 1.5-1. *Applying.* Persons wishing to participate in the general rental program shall complete the
115 Comprehensive Housing Division rental agreement application and any other required
116 accompanying forms, including but not limited to, the employment verification form, a release
117 authorization form and a housing needs/preference form. The Comprehensive Housing Division
118 staff may not consider any applications for selection and/or placement on the wait list until the
119 application and all accompanying forms are complete. Upon receipt of a completed application,
120 including all supplementary forms, Comprehensive Housing Division staff shall date and time
121 stamp the application. If, regardless of a complete application submittal, additional information
122 is required to determine eligibility, the Comprehensive Housing Division staff shall request such
123 information and maintain the application submittal date provided that the applicant responds to
124 the information requests within the timeframe designated by the Comprehensive Housing
125 Division.

126 (a) *Household Composition Form.* The Comprehensive Housing Division staff shall
127 require applicants to complete a Household Composition Form which provides the full
128 name, age and date of birth of each person contemplated to reside in rental unit. In order
129 to verify such information, the Comprehensive Housing Division staff shall require that
130 applicants submit a copy of a picture identification card for each adult contemplated to
131 reside in the rental unit including a minimum of one tribal identification card.

132 (b) *Background Checks.* In order to ensure compliance with the eligibility requirements
133 of the Landlord-Tenant law and these rules, Comprehensive Housing Division staff shall
134

135 perform a background check on each adult in the household. Household adults are also
136 subject to annual background checks upon annual rental agreement renewal pursuant to
137 1.8-5 and as may be determined to be necessary to maintain the safety of the community
138 by the Comprehensive Housing Division staff.

139 1.5-2. *Notification of Eligibility, Placement on the Wait List.* When Comprehensive Housing
140 Division staff completes its review of an application and determines the applicant(s) eligible for
141 the general rental program, the staff shall place the applicant on the waitlist and notice the
142 applicant with a letter of placement on the waitlist as well as the required date for the annual
143 application update.

144 1.5-3. *Notification of Ineligibility.* If review of a complete submitted application and/or annual
145 renewal reveals that an applicant is ineligible to participate in the general rental program based
146 on the Landlord-Tenant law and/or rules, the Comprehensive Housing Division staff shall notify
147 the applicant of the cause of the ineligibility and how the applicant may become eligible in the
148 future. At such time, Comprehensive Housing Division staff shall also inform the applicant of
149 other housing opportunities offered by the Nation for which the applicant may be eligible, if
150 applicable.

151 1.5-4. *Required Application Updates.* Applicants on the wait list are required to update the
152 application, at a minimum, annually, but also whenever information submitted on the application
153 has changed. Applicants that fail to complete the application update within the allotted
154 timeframe will be removed from the wait list and required to re-apply for future consideration.
155 For any updated application that reveals an applicant has become ineligible, Comprehensive
156 Housing Division staff shall remove the applicant from the wait list and provide the applicant
157 notice of the cause for ineligibility.

158 **1.6. Tenant Selection**

160 1.6-1. *Pulling from the Waitlist When Units Become Available.* When a rental premise becomes
161 available, the Comprehensive Housing Division staff shall preliminarily select a tenant based on
162 the first applicant on the wait list in consideration of the applicant's noted housing
163 needs/preferences. For example, if a one (1) bedroom unit becomes available and the first
164 applicant on the waitlist has noted on his/her housing needs/preference form that they wish to be
165 contacted only when a unit becomes available that is two (2) bedrooms or larger, Comprehensive
166 Housing Division staff will skip over the first applicant and move on to the next applicant on the
167 waitlist until an applicant is reached whose housing needs/preferences align with the available
168 unit.

169 1.6-2. *Notice of Tenant Selection.* When an applicant is selected for a rental unit in accordance
170 with this section, the Comprehensive Housing Division staff shall provide the applicant with
171 notice of tenant selection. The notice, at a minimum, shall include the address of the rental
172 premise, the required security deposit and monthly rent, and a requirement that the applicant
173 respond within fifteen (15) calendar days to accept/reject the rental premise noting that the
174 security deposit is due at the time of acceptance. Applicants that pay a security deposit and fail
175 to complete the selection process to actually take occupancy forfeit the security deposit to the
176 Comprehensive Housing Division as consideration for holding the unit. Comprehensive Housing
177 Division shall return the security deposit to the applicant only in circumstances where the
178 applicant is prevented from entering the rental agreement based on a loss of eligibility due to
179 circumstances outside of the applicant's control (i.e. death of a Tribal member that made the
180 household eligible for the general rental program).

181 (a) Failure to Respond or Rejecting a Rental Premise. If a rental premise is rejected,
182 such rejection shall be submitted to the Comprehensive Housing Division in writing. An
183 applicant who has rejected a unit will remain on the waitlist in his/her existing spot so
184 long as the applicant does not request to be removed from the waitlist. If an applicant
185 fails to respond to the notice, Comprehensive Housing Division staff shall remove the
186 applicant from the wait list; in such circumstances the applicant may re-apply for the
187 general rental program.

188 (b) Accepting a Rental Premise. In order for an applicant's acceptance of a rental
189 premise to be complete, the applicant shall submit along with the acceptance a payment
190 for the full security deposit. Prior to accepting a security deposit payment,
191 Comprehensive Housing Department staff shall verify that the applicant remains eligible
192 for the general rental program. Applicants that have accepted a rental premise from the
193 general rental program have thirty (30) calendar days from the date of acceptance and
194 payment of the security deposit to:

195 (1) Reconfirm that they remain eligible for the general rental program;

196 (2) Pay the first month's rent; and

197 (3) Execute the rental agreement and all required supplemental forms, provided
198 that the agreement may not be executed until (A) and (B) are complete.

199 (c) Taking Occupancy. The Comprehensive Housing Division shall provide the tenant
200 with keys to the rental premises upon execution of the rental agreement. As such time,
201 the Comprehensive Housing Division staff shall provide the tenant with a check-in sheet
202 and notice the tenant that he/she has seven (7) calendar days from the date the tenant
203 takes occupancy to complete the check-in sheet and submit it to the Comprehensive
204 Housing Division.

205
206 ~~Advertising.~~ The Comprehensive Housing Division shall advertise all properties for rent in its
207 general rental program both on the Nation's website and at the Comprehensive Housing
208 Division.

209 ~~(a) The Comprehensive Housing Division shall list the monthly rent for the property on the~~
210 ~~advertisement with a note that the security deposit required is equal to one (1) month's rent~~
211 ~~payment.~~

212 ~~(b) The Comprehensive Housing Division shall provide the showing dates and application~~
213 ~~period in the advertisement.~~

214 ~~1.5-2. Application Period.~~ When the Comprehensive Housing Division offers a property for
215 rent in its general rental program, it shall set an application period during which rental
216 applications may be submitted at the Bay Bank drop box. The Comprehensive Housing Division
217 may extend the application period by providing notice of the extension both on the Nation's
218 website, Bay Bank and the Comprehensive Housing Division. The Comprehensive Housing
219 Division shall disqualify rental applications received outside of the application period.

220 ~~(a) Tribal members wishing to rent a property in the Comprehensive Housing Division's~~
221 ~~general rental program may submit a rental application at the Bay Bank drop box, in person,~~
222 ~~using the rental application form available on the Nation's website and at the Comprehensive~~
223 ~~Housing Division, which includes any requirements for supplemental information required to~~
224 ~~verify eligibility. Rental applications submitted using any form other than the Nation will be~~
225 ~~considered ineligible by the Comprehensive Housing Division.~~

226 ~~(b) Prior to accepting a rental application for the drop box, Bay Bank staff shall date and~~

227 | ~~time stamp all rental applications upon receipt. In the event that multiple parties arrive at the~~
228 | ~~same time to submit a rental application (i.e. if parties are waiting to submit prior to business~~
229 | ~~hours), Bay Bank staff shall determine the order of receipt through a lottery system in which~~
230 | ~~each party receives a number by chance. Bay Bank staff shall number the offers having the same~~
231 | ~~date and time stamps by from lowest drawn number to highest drawn number.~~

232 | ~~(c) — Comprehensive Housing Division staff may not collect the rental applications until the~~
233 | ~~business day immediately following the close of the application period.~~

234 | ~~1.5.3. Tenant Selection. Upon receipt of submitted rental applications, Comprehensive Housing~~
235 | ~~Division staff shall determine which applicants are eligible and select a tenant based on the~~
236 | ~~eligible rental application that was received earliest based on the date and time stamp.~~

237 | **1.67. Security Deposits**

238 | ~~1.67-1. Standard Security Deposit. Prior to providing a selected tenant with keys to the property,~~
239 | ~~Comprehensive Housing Division staff shall ensure that the~~ **The standard security deposit for a**
240 | **general rental unit shall be** equal to one (1) month's rent payment ~~has been paid by the tenant.~~

241 | ~~1.67-2. Increased Security Deposit for Pets. Tenants in the Comprehensive Housing Division's~~
242 | ~~general rental program may have pets² in accordance with the Domestic Animal Ordinance,~~
243 | ~~provided that an increased security deposit is required.~~

244 | (a) The standard security deposit does not apply to tenants with pets. Comprehensive
245 | Housing Division staff shall require that tenants with pets (excluding fish) pay a security
246 | deposit that is equal to two (2) month's rent payments.

247 | (b) In the event that a tenant wishes to acquire a pet after the rental agreement has been
248 | signed, the tenant shall notify the Comprehensive Housing Division and shall pay the
249 | difference between the increased security deposit for pets and the standard security
250 | deposit.
251 |

252 | **1.78. Annual Inspection and Rental Agreement Renewal**

253 | ~~1.78-1. Scheduling Annual Inspections. Comprehensive Housing Division staff shall schedule~~
254 | ~~tenants' annual inspections for a date that is within thirty (30) calendar days of the expiration of~~
255 | ~~the tenants' rental agreement.~~

256 | ~~1.78-2. Inspection Checklist. Comprehensive Housing Division staff completing the annual~~
257 | ~~inspection shall use the checklist that is approved by the Comprehensive Housing Division~~
258 | ~~director. Upon completion of the inspection, Comprehensive Housing Division staff shall~~
259 | ~~request that the tenant(s) sign the completed checklist.~~

260 | ~~1.78-3. Inspection Findings. In the event that an inspection reveals conditions that may affect the~~
261 | ~~health and safety of the tenant and/or the community or the integrity and condition of the rental~~
262 | ~~premises, the Comprehensive Housing Division shall implement a follow up schedule to ensure~~
263 | ~~the issue is adequately remedied. If the issue is not adequately remedied based on the schedule~~
264 | ~~determined by the Comprehensive Housing Division, termination and eviction may be necessary.~~

265 | ~~1.78-4. Damages. Tenants may be required to pay costs to repair any damages to the rental~~
266 | ~~premises discovered during the annual inspection. Payment for such costs must be received by~~
267 | ~~the Comprehensive Housing Division prior to signing a rental agreement renewal.~~

268 | ~~1.78-5. Rental Agreement Renewal. Each rental agreement is limited to a twelve (12) month~~
269 | ~~term. Tenants wishing to remain in the property are required to sign a renewal rental agreement~~
270 |

² For the purposes of this section, a service animal is not considered a pet and is not subject to the increased security deposit for pets.

271 annually. The Comprehensive Housing Division may, in its discretion, decline renewal of a
272 rental agreement if it determines that the renewal is not in the best interest of the Nation. In the
273 event a tenant fails to enter a rental agreement renewal and has not vacated the rental premises
274 within thirty (30) calendar days of the expiration of the rental agreement, the Comprehensive
275 Housing Division shall initiate the eviction process pursuant to the Eviction and Termination
276 law.

277
278 **1.89. Rental Agreement Cancellation**

279 **1.89-1. Two Week Notice Required.** Tenant wishing to cancel a rental agreement in the general
280 rental program are requested to provide the Comprehensive Housing Division with a minimum
281 of two (2) weeks of notice.

282 **1.89-2. Prorated Rent.** In the event of cancellation of a rental agreement, the Comprehensive
283 Housing Division staff shall prorate the last month's rent payment requirement based upon the
284 greater of the following:

285 (a) The number of calendar days the unit was occupied in the last month; or

286 (b) Two (2) weeks, which is the minimum allowable notice.

287 1.9-3. Abandonment. Where a tenant fails to provide notice of rental agreement cancellation
288 and abandons the rental unit without notice to the Comprehensive Housing Division, the tenant
289 shall be responsible for any costs that may accumulate until the Comprehensive Housing
290 Division is able to terminate the rental agreement in accordance with the Eviction and
291 Termination law.

292
293 *End.*

294
295 Original effective date: 02-09-2017

296 Amendment effective date:

297

298

Summary Report for General Rental Program

Original effective date: 02/09/2017

Amendment effective date: TBD

Name of rule: General Rental Property Eligibility, Selection, and Other Requirements

Name of law being interpreted: Landlord-Tenant

Rule number: 1

Other laws or rules that may be affected: N/A

Brief summary of the proposed amendments to the rule: The purpose of these amendments to the rule is to:

- provide additional eligibility requirements related to outstanding debts owed to utility providers and the CHD;
- update the selection procedures so that applications are no longer required for each unit and move to a waitlist approach;
- Include provision related to abandonment of a rental premise.

Statement of Effect: Obtained after requesting from the Legislative Reference Office.

Financial Analysis: See Attached.



Statement of Effect

Landlord-Tenant Rule No. 1 - General Rental Program Eligibility, Selection, and Other Requirements

Summary

This rule provides additional eligibility requirements, selection procedures, and general requirements that govern the Comprehensive Housing Division's general rental programs that are not reserved for elders or low-income members of the Oneida Nation.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office

Date: June 5, 2018

Analysis by the Legislative Reference Office

The Landlord-Tenant law ("the Law") delegates joint administrative rulemaking authority to the Comprehensive Housing Division and the Oneida Land Commission as authorized by the Administrative Rulemaking law. The Law states that the Comprehensive Housing Division shall provide residential rental programs that provide housing for tribal members of the Nation, and requires that the Oneida Land Commission and the Comprehensive Housing Division jointly establish rules naming said programs and providing the specific requirements and regulations that apply to each program. [6 O.C. 611.4-1].

The Law then goes on to describe the minimum rental eligibility requirements and states that in order to be eligible for a rental agreement, one of the conditions the applicants shall meet are any eligibility requirements set by the rental program's rules. [6 O.C. 611.4-2]. The Oneida Land Commission and the Comprehensive Housing Division delegated joint responsibility for the development of rules governing the selection of applicants for the issuance of rental agreements. [6 O.C. 611.4-3].

Landlord-Tenant Law Rule No. 1 – General Rental Program Eligibility, Selection, and Other Requirements ("the Rule") was originally promulgated and made effective by the Oneida Land Commission and the Comprehensive Housing Division on February 9, 2017. The Rule provides additional eligibility requirements, selection procedures, and general requirements that govern the Comprehensive Housing Division's general rental programs that are not reserved for elders or low-income members of the Nation, including:

- Eligibility requirements [see Rule section 1.4];
- Application process and waitlist [see Rule section 1.5];
- Tenant selection [see Rule section 1.6];
- Security deposits [see Rule section 1.7];
- Annual inspection and rental agreement renewal [see Rule section 1.8]; and
- Rental agreement cancellation [see Rule section 1.9].

Conclusion

There are no legal bars to adopting the amendments to the Landlord-Tenant Law Rule No. 1 – General Rental Program Eligibility, Selection, and Other Requirements.

Financial Analysis for Rule#1 General Rental Program Eligibility, Selection and Other Requirements Rule (Comprehensive Housing Division)

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs	Would be absorbed within the current budget.	\$0
Personnel	N/A	\$0
Office	N/A	\$0
Documentation Costs	N/A	\$0
Estimate of time necessary for an individual or agency to comply with the rule after implementation	One week.	\$0
Other, please explain	N/A	\$0
Total Cost (Annual)		\$0