



Title 6. Property and Land – Chapter 611

LANDLORD-TENANT

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

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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.

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 This rule may be amended or repealed by the joint approval of the Comprehensive Housing Division and Land Commission pursuant to the procedures set out in the Administrative Rulemaking law.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

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 entity responsible for housing matters specifically related to rental agreements as defined by Oneida Business Committee Resolution.¹

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.

- (b) "Landlord" means the Nation in its capacity to rent real property subject to a rental agreement.
- (c) "Nation" means the Oneida Nation.
- (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 premises pursuant to a rental agreement.
- (g) "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.

1.4. Eligibility Requirements

1.4-1. *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.

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

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

(b) For purposes of calculating income for the debt to income ratio, 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

(3) 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 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 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 application using the applicant's tax return.

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

1.4-3. *Utility Bills.* Applicants for a rental agreement may not have any outstanding balance owed to a utility provider.

1.4-4. *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, provided that medical bills may not be included in this consideration.

1.5. Advertisings, Application Period and Tenant Selection

1.5-1. *Advertising.* The Comprehensive Housing Division shall advertise all properties for rent in its general rental program both on the Nation's website and at the Comprehensive Housing Division.

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

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

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

(a) Tribal members wishing to rent a property in the Comprehensive Housing Division's general rental program may submit a rental application at the Bay Bank drop box, in person, 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.

(b) Prior to accepting a rental application for the drop box, Bay Bank staff shall date and time stamp all rental applications upon receipt. 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), Bay Bank staff shall determine the order of receipt through a lottery system in which each party receives a number by chance. Bay Bank staff shall number the offers having the same date and time stamps by from lowest drawn number to highest drawn number.

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

1.5-3. *Tenant Selection.* Upon receipt of submitted rental applications, Comprehensive Housing Division staff shall determine which applicants are eligible and select a tenant based on the eligible rental application that was received earliest based on the date and time stamp.

1.6. Security Deposits

1.6-1. *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.

1.6-2. *Increased Security Deposit for Pets.* Tenants in the Comprehensive Housing Division's general rental program may have pets in accordance with the Domestic Animal Ordinance, provided that an increased security deposit is required.

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

(b) In the event that a tenant wishes to acquire a pet after the rental agreement has been

signed, the tenant shall notify the Comprehensive Housing Division and shall pay the difference between the increased security deposit for pets and the standard security deposit.

1.7. Annual Inspection and Rental Agreement Renewal

1.7-1. *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.

1.7-2. *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.

1.7-3. *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.

1.7-4. *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.

1.7-5. *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.

1.8. Rental Agreement Cancellation

1.8-1. *Two Week Notice Required.* Tenant wishing to cancel a rental agreement in the general rental program are requested to provide the Comprehensive Housing Division with a minimum of two (2) weeks of notice.

1.8-2. *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.

Original effective date: 02-09-2017
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