

ONEIDA NATION PUBLIC MEETING NOTICE

FRIDAY, MARCH 14, 2025, 12:15 pm

Norbert Hill Center-Business Committee Conference Room
N7210 Seminary Rd., Oneida, Wisconsin

Find Public Meeting Materials at

[Oneida-nsn.gov/government/register/public meetings](http://Oneida-nsn.gov/government/register/public%20meetings)

Send Public Comments to

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920-869-4417



LANDLORD TENANT LAW AMENDMENTS

The purpose of the Landlord Tenant law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries.

The Landlord Tenant law amendments will:

- ◆ Extend the application of the law to all landlords and tenants on land owned by the Nation or members of the Nation.
- ◆ Provide that when the Nation is the landlord, and the property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, the Nation will provide the tenant with alternative housing if it is reasonably available.
- ◆ Extend the legal protections provided to a child of a tenant to any child of the household.
- ◆ Eliminate the Land Commission's rule making authority under the Landlord Tenant law.
- ◆ Eliminate all rulemaking authority over applicant selection and the issuance of rental agreements.

Individuals may attend the public meeting for the proposed Landlord Tenant law amendments in person at the Norbert Hill Center, or virtually through Microsoft Teams. If you wish to attend the public meeting through Microsoft Teams please contact LOC@oneidanation.org.

PUBLIC COMMENT PERIOD CLOSSES FRIDAY, MARCH 21, 2025

During the public comment period, anyone may submit written comments, questions or input. Comments may be submitted to the Oneida Nation Secretary's Office or the Legislative Reference Office in person, by U.S. mail, interoffice mail, or e-mail.



For more information on the proposed Landlord Tenant law amendments please review the public meeting packet at [oneida-nsn.gov/government/register/public meetings](http://oneida-nsn.gov/government/register/public%20meetings).



LANDLORD TENANT LAW AMENDMENTS LEGISLATIVE ANALYSIS

SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
Intent of the Legislation or Amendments	<ul style="list-style-type: none">▪ Expand the scope of the law to include all land owned by the Nation or members of the Nation within the Reservation boundaries instead of only to the Nation’s rental programs. [6 O.C. 611.1-1].▪ Expand the Nation’s policy of providing a fair process to landlords and tenants of the Nation’s rental programs to include all residents of the Nation. [6 O.C. 611.1-2].▪ Expand the definition of landlord to include any person or entity within the Nation’s jurisdiction, instead of limiting it to the Nation acting in its capacity as the landlord. [6 O.C. 611.3-1(b)].▪ Redefine “rule” to grant rulemaking authority solely to the Comprehensive Housing Division instead of jointly to the Land Commission and the Comprehensive Housing Division. [6 O.C. 611.3-1(g)]. The Land Commission’s rulemaking authorities are eliminated as follows:<ul style="list-style-type: none">• Naming programs and providing specific requirements and regulations that apply to said programs. [6 O.C. 611.10-1]• Disposition of personal property on Tribal land. [6 O.C. 611.5-2(c)].• How and when rent shall be decreased due to untenability. [6 O.C. 611.5-3(c)(2)].• Governing the selection of applicants for the issuance of rental agreements. [current 6 O.C. 611.4-3].▪ Remove rulemaking authority over applicant selection for the issuance of rental agreements from both the Land Commission and the Comprehensive Housing Division. current 6 O.C. 611.4-3].▪ Organize the law to flow from general to specific in accordance with the Legislative Procedures Act. [1 O.C. 109.11-1(d)]. The Rental Program section is limited to rental programs managed by the Comprehensive Housing Division, these programs now occupy a subset of landlord tenant relationships under the proposed amendments expanded scope of landlord tenant relationships. [6 O.C. 611.1-1]. Therefore, the Rental Program section is moved from the beginning of the law to the end. [current 6 O.C. 611.4]. [proposed 6 O.C. 611.10].▪ Clarify that rental agreements shall state that nothing in the agreement may be considered a waiver of the Nation’s sovereign immunity when the Nation is acting in its capacity as a landlord. [6 O.C. 611.4-2(a)(5)].▪ Clarify that all landlords or their staff must keep a written log of the date and the work time expended storing and/or removing personal property and/or removing debris left at the property after the expiration of the timeframe provided in the order to vacate. [6 O.C. 611.5-2(b)].

	<ul style="list-style-type: none"> ▪ Remove language applying any section of this law to leases. [6 O.C. 611.5-3]. ▪ Clarify that a landlord may bring an action for eviction when it is authorized by the Eviction and Termination law based on contacts with an entity for law enforcement services, health services, or safety services. [6 O.C. 611.4-(b)(1)(C)]. ▪ Provide that when the Nation is the landlord, and a property has become untenable due to damage by fire, water or other casualty, or because of any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) materially affecting the health and safety of the tenant, alternative housing shall be provided if it is reasonably available. [6 O.C. 611.5-3(c)(4)]. ▪ Expand protections provided to a child of a tenant to a child of the household when the landlord is presented with documentation of any of the following: <ul style="list-style-type: none"> • An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant; • An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from a co-tenant, based on the co-tenant’s engaging in an act that would constitute sexual assault under Wis. Stat. 940.225, 948.02 and 948.025; • A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. [6 O.C. 611.6-1(b), (c), (e), and (f)]. ▪ Make other minor drafting changes throughout the Law.
Purpose	The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries. [6 O.C. 611.1-1].
Affected Entities	The Comprehensive Housing Division, Land Commission, Oneida Tribal members, their spouses and occupants who rent and occupy premises under this law, and all landlords leasing land from the Nation and their tenants.
Related Legislation	Administrative Rulemaking law, Building Code, Leasing law, Eviction and Termination law, Judiciary law, Oneida Judiciary Rules of Civil Procedure, Pardon and Forgiveness law, Real Property law and Zoning and Shoreline Protection Ordinance.
Enforcement	The Landlord-Tenant law delegates authority to the CHD to develop rules, pursuant to the Administrative Rulemaking law, as well as citation fees and penalty schedules, for the implementation, interpretation and/or enforcement of the law. [6 O.C. 611.3-1(g)]. No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken under the law and/or rental agreement; [6 O.C. 611.9-2]. Where the Nation is the landlord, any complaint filed with the judiciary shall name the Comprehensive Housing Division and the specific program. [6 O.C. 611.9-3].
Due Process	A pardon or forgiveness received pursuant to the Pardon and forgiveness law may provide an exception to the condition that a rental program applicant must have no felony or drug convictions within the past two (2) years from the date of application. [6 O.C. 611.10-2(b)]. The Oneida Judiciary is granted jurisdiction to hear complaints filed under the law and/or a rental agreement. [6 O.C. 611.9-1].
Public Meeting	A public meeting has not yet been held.
Fiscal Impact	A fiscal impact statement prepared in accordance with the Legislative Procedures Act has not yet been requested.

1 SECTION 2. LEGISLATIVE DEVELOPMENT

- 2 A. **Background.** The Landlord Tenant law was originally adopted by the Oneida Business Committee by
3 motion on October 12, 2016, and then through resolutions BC-10-12-16-C, and BC-12-13-17-D. The
4 Landlord Tenant law provides mechanisms for protecting the rights of landlords and tenants on all lands
5 owned by the Nation or members of the Nation within the Reservation boundaries. [6 O.C. 611.1-1].
- 6 B. **Request for Amendments.** This item was added to the Active Files List on February 21, 2024, at the
7 request of the Oneida Law Office for the purpose of making the Landlord Tenant law generally
8 applicable to all landlords, not just the Nation as landlord, and assert the Nation’s jurisdiction within
9 the Reservation boundaries. The sponsor of the Landlord Tenant law amendments is Councilman Jonas
10 Hill.
11

12 SECTION 3. CONSULTATION AND OUTREACH

- 13 ■ Representatives from the following departments or entities participated in the development of the
14 amendments to this Law and legislative analysis:
- 15 ■ Comprehensive Housing Division (CHD);
 - 16 ■ Oneida Law Office;
 - 17 ■ Land Management; and
 - 18 ■ General Manager.
- 19 ● The following laws of the Nation were reviewed in the drafting of this analysis:
- 20 ■ Eviction and Termination law;
 - 21 ■ Real Property law;
 - 22 ■ Leasing law;
 - 23 ■ Administrative Rulemaking law;
 - 24 ■ Pardon and Forgiveness law;
 - 25 ■ Building Code;
 - 26 ■ Zoning and Shoreline Protection Ordinance;
 - 27 ■ Judiciary law; and
 - 28 ■ Oneida Judiciary Rules of Civil Procedure.
29

30 SECTION 4. PROCESS

- 31 A. The amendments to this Law comply with the process set forth in the Legislative Procedures Act.
- 32 ■ On February 21, 2024, the Legislative Operating Committee added this Law to its Active Files
33 List for amendments.
 - 34 ■ On September 18, 2024, the Legislative Operating Committee approved the draft of the
35 Landlord Tenant law amendments and directed that a legislative analysis be developed.
- 36 B. At the time this legislative analysis was developed the following work meetings had been held
37 regarding the development of the amendments to this law:
- 38 ■ March 20, 2024: LOC work session;
 - 39 ■ May 28, 2024: LOC work session with the Oneida Law office;
 - 40 ■ July 11, 2024: LOC work session with the Oneida Law Office, Land Management, and the
41 Comprehensive Housing Division;

- 42 ▪ August 1, 2024: LOC work session with the Oneida Law Office, Land Management,
- 43 Comprehensive Housing Division, and the General Manager;
- 44 ▪ August 23, 2024: LOC work session;
- 45 ▪ December 18, 2024: LOC work session.
- 46

47 SECTION 5. CONTENTS OF THE LEGISLATION

48 **A. *Who the Law applies to.*** The proposed amendments to the Law expand its application to cover all land
49 owned by the Nation or its members instead of only to the Nation’s rental programs. [6 O.C. 611.1-1].
50 The Law currently only applies to the Nation’s rental programs. [6 O.C. 611.1-1].

- 51 ▪ *Effect.* The proposed amendments to the Law apply the Law to all land owned by the Nation or its
52 members regardless of who the landlord is. This expands the Nation’s exercise of sovereignty
53 within Reservation boundaries.

54 **B. *Redefining landlord.*** The proposed amendments to the Law define landlord to mean any person or
55 entity within the Nation’s jurisdiction in their capacity to rent real property subject to a rental
56 agreement. [6 O.C. 611.3-1(b)]. Currently, the definition of landlord is limited to the Nation acting in
57 its capacity to rent real property subject to a rental agreement. [6 O.C. 611.3-1(b)].

- 58 ▪ *Effect.* The proposed amendments to the Law will apply the Law to all landlord-tenant relationships
59 occurring on land owned by the Nation or its members regardless of whether the relationship is
60 based on one of the Nation’s rental programs. The reach of the Law is increased to cover all land
61 owned by the Nation or its members regardless of who the landlord is. This expands the Nation’s
62 exercise of sovereignty within the Reservation boundaries.

63 **C. *Compliance with the Eviction and Termination law.*** The proposed amendments to the Law align the
64 Landlord Tenant law with the Eviction and Termination law by clarifying that a landlord may take
65 action to evict or threaten to evict based on a tenant’s contacts with an entity for law enforcement
66 services, health services or safety services as long as it is authorized by the Eviction and Termination
67 law. [6 O.C. 611.4-2(b)(1)(C)]. The Law currently renders void and unenforceable any rental
68 agreement that allows a landlord to increase rent, decrease services, evict or threaten to evict, or refuse
69 to renew a rental agreement based on tenant contacts with an entity for law enforcement services, health
70 services, or safety services. [6 O.C. 611.4-2(b)(1)(A), (B),(C), or (D)].

- 71 ▪ *Effect.* A landlord may act to evict a tenant based on contacts with an entity for law enforcement
72 services, health services or safety services when it is authorized by the Eviction and Termination
73 law.

74 **D. *Alternate housing.*** The proposed amendments to the Law provide that when the Nation is the landlord,
75 and the property has become untenable due to damage by fire, water or other casualty, or because of
76 any condition hazardous to health, or if there is a substantial violation of 611.5-3(a) alternate housing
77 will be provided when it is reasonably available. [6 O.C. 611.5-3(c)(4)].

- 78 ▪ *Effect.* When the Nation is the landlord, and a property has become untenable due to due to damage
79 by fire, water or other casualty, or because of any condition hazardous to health, or if there is a
80 substantial violation of 611.5-3(a), the Nation will provide the tenant with alternative housing if it
81 is reasonably available. [6 O.C. 611.5-3(c)(4)].

82 **E. *Protection of children in the household.*** The proposed amendments to the Law expand protections
83 provided to a child of a tenant, to a child of the household, when the landlord is presented with
84 documentation of any of the following:

- 85 ▪ An injunction order under Wis. Stat. 813.122 protecting a child from a co-tenant;

- 86 ▪ An injunction order or criminal complaint filed under Wis. Stat. 813.125(4) protecting a child from
87 a co-tenant, based on the co-tenant’s engaging in an act that would constitute sexual assault under
88 Wis. Stat. 940.225, 948.02 and 948.025;
- 89 ▪ A criminal complaint filed under Wis. Stat. 940.32 alleging the co-tenant stalked the child. [6 O.C.
90 611.6-1(b), (c), (e), and (f)].
- 91 ▪ *Effect.* The proposed amendments to the Law expand protections provided to children of a tenant
92 to all children of the household. Protections apply to any child living in the household regardless
93 of whether that child is a child of a tenant.
- 94 **F. *Eliminate the Land Commission’s rulemaking authority.*** The proposed amendments to the Law
95 remove the Land Commission from all rulemaking authority delegated via this Law. Specific removals
96 include naming programs and providing specific requirements and regulations that apply to said
97 programs; disposition of personal property on tribal land; determining how and when rent is decreased
98 due to untenability, and the selection of applicants for the issuance of rental agreements. [6 O.C. 611-
99 3(g); current 611.4-1; 611.5-2(c); 611.5-3; current 611.4-3]. Rulemaking authority over applicant
100 selection and the issuance of rental agreements is also removed from both the Land Commission and
101 the Comprehensive Housing Division. [current 6 O.C. 611.4-3].
- 102 ▪ *Effect.* The Comprehensive Housing Division will have sole authority to develop rules pursuant to
103 this Law.
- 104 **G. *Eliminate all rulemaking authority over applicant selection and the issuance of rental agreements.***
105 Rulemaking authority over applicant selection and the issuance of rental agreements is removed from
106 both the Land Commission and the Comprehensive Housing Division. [current 6 O.C. 611.4-3].
- 107 ▪ *Effect.* Applicant selection will be determined by program criteria as applicable.
- 108 **H. *Other Amendments.*** Overall, a variety of other amendments and revisions were made to the Law to
109 address formatting, drafting style, and organization that did not affect the substance of the Law.

110 **SECTION 6. EXISTING LEGISLATION**

- 111 **A. *Related legislation.*** The following laws of the Nation are related to the proposed amendments to this
112 Law:
- 113 ▪ *Eviction and Termination Law.* The purpose of the Eviction and Termination Law is to provide
114 consistent procedures for terminating contracts and evicting occupants under the Nation’s rental
115 and/or leasing programs that include due process and protects for all parties involved. [6 O.C.
116 610.1-1]. The law’s underlying policy is to “provide fair termination and eviction processes that
117 preserves the peace, harmony, safety, health, general welfare and the Nation’s resources.” [6 O.C.
118 610.1-2].
- 119 ▪ According to the Eviction and Termination law, the Nation, as the owner or landlord, may
120 terminate a contract prior to the contract term and evict the occupant, if the occupant:
- 121 ▪ Violates the terms of the contract;
- 122 ▪ Is alleged to have violated any applicable law or rule; and/or
- 123 ▪ Is alleged to have committed one or more nuisance activities. [6 O.C. 610.5-1].
- 124 ▪ The law defines nuisance as an occupant’s interference with another occupant’s use and
125 enjoyment of the premises, including, but not limited to, harassment, disorderly conduct,
126 battery, lewd and lascivious behavior, prostitution, theft, possession of stolen property,
127 arson, illegal drug activity, gambling, animal violations, trespassing, weapons violations,
128 habitual noise violations, execution of warrants, alcohol violations, obstruction/resisting

- 129 and inspection related calls in which a law enforcement agency responds. [6 O.C. 610.3-
130 1(e)].
- 131 ■ *Leasing Law.* The purpose of the Leasing Law is to set forth the Nation’s authority to issue, review,
132 approve, as well as enforce, leases and was established in accordance with the Helping Expedite
133 and Advance Responsible Tribal Home Ownership Act of 2021 (HEARTH Act) so that the Nation
134 can approve leases on its land without having to obtain additional approval from the Secretary of the
135 Interior. [6 O.C. 602.1- 1]. The policy behind the law is to codify the expectations and
136 responsibilities of the lessor and lessee when leasing Tribal land and to ensure that the leasing of
137 Tribal land results in minimal risk to the Nation. [6 O.C. 602.1-2].
 - 138 ■ According to the Leasing Law leases approved under the Law are subject to all of the
139 Nation’s laws, except to the extent those laws are inconsistent with applicable federal law.
140 [6 O.C. 602.4-3]. Any landlord leasing land from the Nation through the Leasing Law is
141 subject to all other laws of the Nation including the Eviction and Termination Law as well
142 as the Landlord Tenant Law.
 - 143 ■ *Judiciary Law.* The purpose of the Judiciary law is to establish a Judiciary, and to provide for the
144 administration of law, justice, judicial procedures and practices by the Oneida Nation as a sovereign
145 nation by exercising the inherent power to make, execute, apply and enforce its own law, and to
146 apply its own customs and traditions in matters affecting the Oneida people. [8 O.C. 801.1-1].
 - 147 ■ This Law provides that the Oneida Judiciary is granted jurisdiction to hear complaints filed
148 under the law and/or a rental agreement. [6 O.C. 611.9-1].
 - 149 ■ *Real Property law.* The purpose of the Real Property law is to provide regulations and procedures
150 for the transfer, control and management of the territory within the Reservation and all Tribal land;
151 to integrate these regulations and procedures with the real property laws and practices of other
152 federal and state sovereigns which may hold jurisdiction within the Reservation; and to establish
153 licensing and certification requirements for the Nation’s employees dealing with real property
154 transactions. [6 O.C. 601.1-1].
 - 155 ■ According to the Real Property Law the Comprehensive Housing Division oversees all
156 residential transactions within the Reservation and shall administer such transactions using
157 the applicable laws of the Nation including the Landlord Tenant law. [6 O.C. 601.12-1].
 - 158 ■ *Administrative Rulemaking.* The purpose of the Administrative Rulemaking law is to provide a
159 process for the adoption of and amendments to the Nation’s administrative rules. [1 O.C. 106.1-1].
160 Its underlying policy is to ensure there exists an efficient, effective and democratic process for
161 enacting and revising administrative rules, and that authorized agencies act in a responsible and
162 consistent manner when enacting and revising administrative rules. [1 O.C. 106.1-2].
 - 163 ■ This Law delegates rulemaking authority solely to the Comprehensive Housing Division.
 - 164 ■ Any rules promulgated by the Comprehensive Housing Division are required to be
165 developed in accordance with the process and procedures of the Administrative
166 Rulemaking law.
 - 167 ■ *Pardon and Forgiveness law.* The purpose of the Law is to provide a fair, efficient and formal
168 process by which: a member of the Nation may receive a pardon for the conviction of a crime; a
169 member of the Nation may receive forgiveness for acts that render him or her ineligible for housing
170 or other benefits through the Nation; and a member or non-member of the Nation may receive
171 forgiveness for acts that render him or her ineligible to be employed with the Nation; receive a

172 Nation-issued occupational license, certification or permit; and/or obtain housing or other benefits
173 through the Nation [1 O.C. 126.1-1(a)].

- 174 ▪ This Law provides that in order to be eligible for a rental program an applicant must have
175 no felony or drug convictions within the past two (2) years from the date of application,
176 provided that a pardon or forgiveness received pursuant to the Pardon and forgiveness law
177 may provide an exception to this condition. [6 O.C. 611.10-2(b)].

178 179 **SECTION 7. ENFORCEMENT AND ACCOUNTABILITY**

181 **A.** The Landlord Tenant law delegates authority to the Comprehensive Housing Division to develop rules,
182 pursuant to the Administrative Rulemaking law, as well as citation fees and penalty schedules, for the
183 implementation, interpretation and/or enforcement of the law. [6 O.C. 611.3-1(g)].

184 **B.** The Landlord Tenant law provides a process for grieving decisions made by the Comprehensive
185 Housing Division under its delegation of authority, said process is as follows: [6 O.C. 611.9].

- 186 ▪ That, the Oneida Judiciary is granted jurisdiction to hear complaints filed for actions taken under
187 the law and/or rental agreement; [6 O.C. 611.9-1].
- 188 ▪ That, no administrative hearing body, including a board, committee or commission, is authorized
189 to hear a complaint regarding actions taken under the law and/or rental agreement; [6 O.C. 611.9-
190 2].
- 191 ▪ Where the Nation is the landlord, any complaint filed with the judiciary shall name the
192 Comprehensive Housing Division and the specific program. [6 O.C. 611.9-3].

193 194 **SECTION 8. OTHER CONSIDERATIONS**

195 **Fiscal Impact.** Under the Legislative Procedures Act, a fiscal impact statement is required for all legislation
196 except emergency legislation [1 O.C. 109.6-1]. Oneida Business Committee resolution BC-10-28-20-A
197 titled, “Further Interpretation of ‘Fiscal Impact Statement’ in the Legislative Procedures Act,” provides
198 further clarification on who the Legislative Operating Committee may direct complete a fiscal impact
199 statement at various stages of the legislative process, as well as timeframes for completing the fiscal impact
200 statement.

- 201 ▪ *Conclusion.* The Legislative Operating Committee has not yet directed that a fiscal impact be
202 completed.

Title 6. Property and Land- Chapter 611
LANDLORD-TENANT
Tsi? Yuhwatsyawáku Aolihwá'ke
where it bound to the earth - issues

611.1.	Purpose and Policy	611.67.	Domestic Abuse Protections
611.2.	Adoption, Amendment, Repeal	611.78.	Sex Offender Registry
611.3.	Definitions	611.89.	Termination of Tenancy at Death of Tenant
611.4.	Rental Programs	611.940.	Landlord or Tenant Actions
611.45.	Rental Agreement Documents	611.10	Comprehensive Housing Division Rental Programs
611.56.	Rights and Duties of Landlords and Tenants		

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3 **611.1. Purpose and Policy**

4 611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of
5 the landlords and tenants on all land owned by the Nation or members of the Nation within the
6 Reservation boundaries~~of the Nation's rental programs.~~

7 611.1-2. *Policy.* It is the Nation's policy to provide a fair process to all landlords and tenants ~~of~~
8 ~~the Nation's rental programs~~ that preserves the peace, harmony, safety, health, and general welfare
9 ~~of~~and the Nation's residents~~resources.~~

10

11 **611.2. Adoption, Amendment, Repeal**

12 611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-
13 C and thereafter amended by resolution BC-12-13-17-D.

14 611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the
15 Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures
16 Act.

17 611.2-3. Should a provision of this law or the application thereof to any person or circumstances
18 be held as invalid, such invalidity shall not affect other provisions of this law which are considered
19 to have legal force without the invalid portions.

20 611.2-4. In the event of a conflict between a provision of this law and a provision of another
21 law, the provisions of this law shall control.

22 611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

23

24 **611.3. Definitions**

25 611.3-1. This section shall govern the definitions of words and phrases as used herein. All words
26 not defined herein shall be used in their ordinary and everyday sense.

27 (a) "Comprehensive Housing Division" ~~is~~ the division within the Oneida Nation under
28 the direction of the Comprehensive Housing Division Director which consists of all
29 residential services offered by the Nation, including but not limited to, all rental programs,
30 the rent-to-own program, and the residential sales and mortgages programs.

31 (b) "Landlord" means any person or entity within the Nation's jurisdiction in ~~their~~
32 capacity to rent real property subject to a rental agreement.

33 (c) "Nation" means the Oneida Nation.

34 (d) "Premises" means the property covered by a rental agreement, including not only the
35 real property and fixtures, but also any personal property furnished by the landlord pursuant
36 to a rental agreement.

37 (e) “Rental Agreement” means a written contract between a landlord and a tenant, whereby
 38 the tenant is granted the right to use or occupy the premises for a residential purpose for
 39 one (1) year or less, provided that the term may be longer than one (1) year in circumstances
 40 where the contract is on a rent-to-own basis.

41 (f) “Reservation” means all property within the exterior boundaries of the reservation of
 42 the Oneida Nation, as created pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566,
 43 and any lands added thereto pursuant to federal law.

44 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,
 45 enacted ~~jointly by the Land Commission and by~~ the Comprehensive Housing Division in
 46 accordance with the Administrative Rulemaking law based on authority delegated in this
 47 law in order to implement, interpret and/or enforce this law, ~~provided that where such~~
 48 ~~requirements relate solely to premises administered pursuant to federal funding, the~~
 49 ~~Comprehensive Housing Division has sole authority.~~

50 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a
 51 rental agreement.

52 (i) “Tribal member” means an individual who is an enrolled member of the Nation.

53 (j) “Security Deposit” means a payment made to the landlord by the tenant to ensure that
 54 rent will be paid and other responsibilities of the rental agreement performed.
 55

56 **611.4. — Rental Programs**

57 ~~611.4 1. Available Rental Programs. Consistent with available funds, the Comprehensive~~
 58 ~~Housing Division shall provide residential rental programs for providing housing to the following~~
 59 ~~types of tenants and the Oneida Land Commission and the Comprehensive Housing Division shall~~
 60 ~~jointly establish rules naming said programs and providing the specific requirements and~~
 61 ~~regulations that apply to each program:~~

62 (a) ~~Elder tribal members;~~

63 (b) ~~Low income Oneida tribal members and families; and~~

64 (c) ~~Tribal members in general.~~

65 ~~611.4 2. Minimum Rental Eligibility Requirements. In order to be eligible for a rental~~
 66 ~~agreement, applicants shall meet the following conditions:~~

67 (a) ~~Be eighteen (18) years of age at the time of the application;~~

68 (b) ~~Have no felony or drug convictions within the past two (2) years from the date of~~
 69 ~~application, provided that a pardon or forgiveness received pursuant to the Pardon and~~
 70 ~~Forgiveness law may provide an exception to this condition;~~

71 (c) ~~Meet the local governments’ laws’ requirements regarding residency restrictions for~~
 72 ~~convicted sex offenders;~~

73 (d) ~~Meet the income requirements for entering the rental agreement as determined by the~~
 74 ~~rental program’s governing rules;~~

75 (e) ~~Not hold a residential lease with the Nation; and~~

76 (f) ~~Meet any other eligibility requirements set by the rental program’s rules, which may~~
 77 ~~not be less strict than this law, but may be stricter than this law, provided that rules~~
 78 ~~developed for low income Tribal members and families:~~

79 (1) ~~May not contain eligibility requirements that consider debt owed or evictions~~
 80 ~~from entities other than the Comprehensive Housing Division; but~~

81 (2) ~~May contain eligibility requirements that consider debt owed to utility~~
 82 ~~providers, provided that eligibility may not be denied for any debt owed to a~~
 83 ~~utility provider with a past due balance of less than two hundred dollars (\$200).~~

84 ~~611.4 3. *Tenant Selection.* The Land Commission and the Comprehensive Housing Division~~
85 ~~shall jointly develop rules governing the selection of applicants for the issuance of rental~~
86 ~~agreements.~~

87
88 **611.45. Rental Agreement Documents**

89 611.45-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement are
90 severable. If any provision of a rental agreement is void or unenforceable by reason of any law,
91 rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect
92 other provisions of the rental agreement that can be given effect without the invalid or
93 unenforceable provision.

94 611.45-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or
95 termination of a rental agreement is not enforceable unless it meets the requirements of this law
96 and is in writing.

97 (a) All rental agreements shall:

98 (1) Set forth the amount of rent or other consideration provided in exchange for the
99 ability to use/occupy the premises;

100 (2) Set forth the required amount of security deposit and require payment of the
101 security deposit prior to the tenant(s) taking use/occupancy of the premises;

102 (3) Set the time of commencement and expiration of the rental agreement;

103 (4) Provide a reasonably definite description of the premises;

104 (5) If the Nation is the landlord, sState that nothing in the agreement may be
105 considered a waiver of the Nation's sovereign immunity, provided that tenants may
106 seek enforcement of a rental agreement or dispute an action taken pursuant to a
107 rental agreement with the Oneida Judiciary; and

108 (6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking
109 use/occupancy of the premises;

110 (A) The rental agreement is not required to be signed by all adults
111 using/occupying the premises, provided that the rights and responsibilities
112 contained in the rental agreement do not extend to persons that are not
113 named as tenants in the rental agreement.

114 (B) Unless legally separated, if a tenant(s) is married, the landlord shall
115 require that each spouse sign the rental agreement.

116 (b) Any provision of a rental agreement that does any of the following is void and
117 unenforceable.

118 (1) Allows a landlord to do or threaten to do any of the following because a tenant
119 has contacted an entity for law enforcement services, health services or safety
120 services:

121 (A) Increase rent;

122 (B) Decrease services;

123 (C) Bring an action for eviction unless authorized by ~~pursuant to~~ the
124 Eviction and Termination law; and/or

125 (D) Refuse to renew a rental agreement.

126 (2) Except as otherwise provided in this law in regards to domestic abuse,
127 authorizes the eviction or exclusion of a tenant from the premises other than through
128 the process described in the Eviction and Termination law.

129 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in
 130 any legal action or dispute arising under the rental agreement except as supported
 131 by a court order.

132 (4) States that the landlord is not liable for property damage or personal injury
 133 caused by negligent acts or omissions of the landlord. This subsection does not
 134 affect ordinary maintenance obligations of a tenant under 611.56-3(b) or assumed
 135 by a tenant under a rental agreement or other written agreement between the
 136 landlord and the tenant.

137 (5) Imposes liability on the tenant for any of the following:

138 (A) Personal injury arising from causes clearly beyond the tenant's control.

139 (B) Property damage caused by natural disasters or by persons other than
 140 the tenant or the tenant's guests or invitees. This subsection does not affect
 141 ordinary maintenance obligations of a tenant under 611.56-3(b) or assumed
 142 by a tenant under a rental agreement or other written agreement between the
 143 landlord and the tenant.

144 (6) Waives any obligation on the part of the landlord to deliver the premises in a fit
 145 and habitable condition or to maintain the premises during the tenant's tenancy.

146 (7) Allows for periodic tenancy, which for the purposes of this section means when
 147 a tenant uses/occupies a premises without an effective and valid rental agreement
 148 by paying rent on a periodic basis including, but not limited to, day-to-day, week-
 149 to-week and month-to-month.

150 611.45-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements
 151 are not permitted under any circumstances.

152 611.56. Rights and Duties of Landlords and Tenants

153 611.56-1. This section governs the rights and duties of the landlord and tenant in the absence of
 154 any inconsistent provision found in a valid rental agreement.

155 611.56-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is
 156 evicted from the premises and leaves personal property, the landlord may presume that the tenant
 157 has abandoned the personal property and may dispose of said property in any manner that the
 158 landlord, in ~~their~~^{his or her} sole discretion, determines is appropriate, provided that:

159 (a) The landlord shall hold personal property for a minimum of five (5) business days and
 160 the tenant may retrieve said personal property by contacting the landlord.

161 (b) The landlord shall keep a written log of the date and the work time that the
 162 ~~Nation's~~^{landlord or the landlord's} staff expends storing and/or removing personal property
 163 and/or removing/disposing of debris left at the property after the expiration of the
 164 timeframe provided in the order to vacate.

165 (c) The ~~Land Commission and the~~ Comprehensive Housing Division shall ~~jointly~~^{jointly} create
 166 rules further governing the disposition of personal property ~~on Tribal land.~~

167 611.56-3. *Repairs; Untenability.* This section applies to all ~~leases~~^{rental agreements} if there is no
 168 contrary provision in writing signed by both parties.

169 (a) *Duties of the Landlord.*

170 (1) Except for repairs made necessary by the negligence of, or improper use of the
 171 premises by the tenant, the landlord has a duty to do all of the following:

172 (A) Keep in a reasonable state of repair portions of the premises over
 173 which the landlord maintains control.
 174

175 (B) Keep in a reasonable state of repair all equipment under the landlord's
176 control necessary to supply services that the landlord has expressly or
177 impliedly agreed to furnish to the tenant, such as heat, water, elevator, or
178 air conditioning.

179 (C) Make all necessary structural repairs.

180 (D) Except as provided in section 611.56-3(b)(2), repair or replace any
181 plumbing, electrical wiring, machinery, or equipment furnished with the
182 premises and no longer in reasonable working condition.

183 (E) Comply with any laws or rules of the Nation that are applicable to the
184 premises.

185 (2) If the premises are part of a building where other parts are occupied by one (1)
186 or more other tenants, negligence or improper use by one (1) tenant does not
187 relieve the landlord from the landlord's duty to make repairs as provided
188 in 611.56-3(a)(1), provided that the landlord may require the responsible tenant to
189 pay for such repairs.

190 (3) A landlord shall disclose to a prospective tenant, before entering into a rental
191 agreement with or accepting any earnest money or security deposit from the
192 prospective tenant, any violation of either the Building Code of the Oneida Nation
193 or the Zoning and Shoreland Protection Ordinance if all of the following apply:

194 (A) The landlord has actual knowledge of the violation;

195 (B) The violation affects the dwelling unit that is the subject of the
196 prospective rental agreement or a common area of the premises;

197 (C) The violation presents a significant threat to the prospective tenant's
198 health or safety; and

199 (D) The violation has not yet been corrected but the landlord shall correct
200 the violation prior to the tenant taking occupancy of the premises.

201 (4) If the premises are damaged by fire, water or other casualty, not the result of
202 the negligence or intentional act of the landlord, this subsection is inapplicable
203 and either section 611.56-3(b) or (c) governs.

204 (5) The landlord is responsible for all required pest control to keep the premises in
205 a safe and healthy condition, provided that where an infestation has occurred due
206 to the acts or inaction of the tenant the pest control costs may be assessed against
207 the tenant.

208 (b) *Duties of the Tenant.*

209 (1) If the premises are damaged, including by an infestation of insects or other
210 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the
211 tenant to remediate or repair the damage and restore the appearance of the
212 premises by redecorating. However, the landlord may elect to undertake the
213 remediation, repair, or redecoration, and in such case the tenant shall reimburse
214 the landlord for the reasonable cost thereof; the cost to the landlord is presumed
215 reasonable unless proven otherwise by the tenant.

216 (2) The tenant shall keep plumbing, electrical wiring, machinery and equipment
217 furnished with the premises in reasonable working order.

218 (3) Tenants shall comply with all laws and rules of the Nation.

219 (c) *Untenability.* If the premises become untenable because of damage by fire, water or
220 other casualty or because of any condition hazardous to health, or if there is a substantial
221 violation of section 611.56-3(a) materially affecting the health or safety of the tenant, the

222 tenant may move from the premises unless the landlord promptly repairs, rebuilds or
223 eliminates the health hazard or the substantial violation of 611.56-3(a) materially
224 affecting the health or safety of the tenant.

225 (1) The tenant may also move and terminate the rental agreement if the
226 inconvenience to the tenant by reason of the nature and period of repair,
227 rebuilding or elimination would impose undue hardship on the tenant.

228 (2) If the tenant remains in possession, the landlord shall decrease rent for each
229 month to the extent the tenant is deprived of the full normal use of the premises.

230 ~~The Land Commission and the Comprehensive Housing Division shall jointly~~
231 ~~develop rules governing how and when rent is decreased pursuant to this section.~~

232 This subsection does not authorize rent to be withheld in full, if the tenant remains
233 in possession.

234 (3) If the tenant justifiably moves out under this subsection, the tenant is not
235 liable for rent after the premises become untenable and the landlord shall repay
236 any rent paid in advance apportioned to the period after the premises become
237 untenable. This subsection is inapplicable if the damage or condition is caused by
238 negligence or improper use by the tenant.

239 (4) If the Nation is the landlord, alternative housing shall be provided to the extent
240 that it is reasonably available.

241 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when
242 the tenant commences ~~his or her~~ their occupancy of the premises that the tenant may use
243 to make comments, if any, about the condition of the premises. The landlord shall
244 provide the tenant with seven (7) days from the date the tenant commences ~~his or her~~
245 their occupancy to complete the check-in sheet and return it to the landlord. The landlord
246 is not required to provide the check-in sheet to a tenant upon renewal of a rental
247 agreement.

248 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written
249 notice prior to entering the tenant's premises where notice is required to either be
250 personally served to the tenant or posted on the premises. A landlord is exempt from this
251 notice requirement in the case of an emergency welfare check. The basis of a welfare check
252 may include, but is not limited to the following:

253 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy
254 based on reports of child abuse or neglect, medical concerns, suspicious activity or
255 other reported information;

256 (2) The landlord suspects the tenant has abandoned the premises; and/or

257 (3) The landlord receives notice that the premise's utilities have been disconnected.

258 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as
259 landlord a person other than the tenant's original landlord can prejudice the right of the
260 original landlord to possession of the premises.

261 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for
262 additional terms, the landlord shall, at a minimum, inspect the premises once annually.

264 **611.67. Domestic Abuse Protections**

265 611.67-1. If a tenant notices the landlord of domestic abuse with of any of the following
266 documentation, regardless of marital status, the landlord shall change the locks to the premises
267 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the
268 domestic abuser:

- 269 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;
 270 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the ~~household~~tenant
 271 from a co-tenant;
 272 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or ~~child~~ of the
 273 ~~household~~tenant from a co-tenant, based on the co-tenant's engaging in an act that would
 274 constitute sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under
 275 Wis. Stat. 940.32, or attempting or threatening to do the same;
 276 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the
 277 tenant;
 278 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a child
 279 of the ~~household~~tenant under Wis. Stat. 940.225, 948.02 or 948.025;
 280 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the
 281 ~~household~~tenant under Wis. Stat. 940.32; or
 282 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant
 283 being arrested for committing a domestic abuse offense against the tenant under Wis. Stat.
 284 968.075.

285 611.~~67~~-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-
 286 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain
 287 on the premises for the longer of either the duration of the rental agreement or ninety (90) days
 288 from the date the rental agreement is modified. If the latter applies, in addition to removing the
 289 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend
 290 its duration.

291 611.~~67~~-3. The Eviction and Termination law provides tenants that are victims of domestic abuse
 292 with a defense to eviction should the abusers actions be the cause for eviction.

294 **611.78. Sex Offender Registry**

295 611.~~78~~-1. Should a tenant request information about whether any other tenants are required to
 296 register as a sex offender, the landlord shall provide the tenant with written notice that ~~they he or~~
 297 ~~she~~ may obtain information about the sex offender registry and persons registered within the
 298 registry by contacting the department of corrections. The landlord shall include in such notice the
 299 appropriate telephone number and internet site of the department of corrections.

301 **611.89. Termination of Tenancy at Death of Tenant**

302 611.~~89~~-1. If a tenant dies, ~~his or her~~their tenancy is terminated as follows:

- 303 (a) If the deceased tenant was the only household member listed in the rental agreement,
 304 immediately upon the death of the tenant;
 305 (b) If there were additional adult household members aside from the deceased tenant listed
 306 in the household within the rental agreement, then the later of the following, provided that
 307 an adult household member remaining in the unit shall assume the tenancy responsibilities
 308 under the rental agreement:
 309 (1) Six (6) months after the landlord receives notice, is advised, or otherwise
 310 becomes aware of the tenant's death, provided that any extension beyond the
 311 original term of the agreement requires an amendment or limited term rental
 312 agreement which covers the term of the extension; or
 313 (2) The expiration of the term of the rental agreement.

314 611.~~89~~-2. The deceased tenant or ~~his or her~~their estate is not liable for any rent after the
 315 termination of ~~his or her~~their tenancy. A landlord may not contact or communicate with a member

316 of the deceased tenant's family for the purpose of obtaining from the family member rent for which
317 the family member has no liability except that if adult household members remain in the rental
318 unit following the deceased tenant's death in accordance with section 611.89-1 or 611.89-4, an
319 adult household member shall assume the tenancy responsibilities pursuant to the rental agreement.
320 611.89-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises
321 from any obligation under a rental agreement or any other liability to the landlord.

322 611.89-4. Where the Nation is the landlord, and if the deceased tenant is a Tribal member whose
323 death renders a co-tenant no longer eligible for a rental agreement based on Tribal member status,
324 the non-Tribal member tenant may remain in the premises as follows:

325 (a) If subject to a standard rental agreement (i.e. not on a rent-to-own basis), see section
326 611.89-1(b) above.

327 (b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member
328 tenant may remain in the premises for a maximum of six (6) months from the date of the
329 Tribal member tenant's death unless the non-Tribal member tenant has a child that is a
330 Tribal member. In the event the original tenants have a Tribal member child, the non-
331 Tribal member tenant may remain in the premises under the rent-to-own agreement so long
332 as the non-Tribal member tenant either:

333 (1) Transfers the premises and the rent-to-own agreement to a child of one (1) or
334 both of the original tenants who is a Tribal member, eighteen years or older, and
335 agrees to live in the premises; or

336 (2) Signs an agreement indicating that the premises and the rent-to-own agreement
337 shall be transferred to a minor Tribal member child when the child is eighteen (18)
338 years old.

339 (c) Should the non-Tribal member tenant satisfy the payment requirements of the rent-to-
340 own agreement prior to the Tribal member child's eighteenth (18th) birthday, the rent-to-
341 own agreement shall be extended at no additional cost to the tenant and conveyance
342 postponed until the Tribal member child reaches eighteen (18) years of age and the rent-
343 to-own agreement is transferred to the child.

344 (d) In the event the non-Tribal member tenant either has no children living in the premises
345 that are Tribal members or declines to enter the agreement transferring the rent-to-own
346 agreement to a Tribal member child, the rent-to-own agreement shall be terminated upon
347 the tenant's ineligibility to remain in the rent-to-own program and a limited term rental
348 agreement shall be executed.

349 ~~611.9-5.~~ 611.8-5. Where a landlord is terminating a rental agreement entered on a rent-to-own
350 basis based on death of a Tribal member tenant, the landlord shall pay the remaining co-tenant
351 all equity the tenants may have accrued in accordance with the rental agreement.

352 **611.910. Landlord or Tenant Actions**

353 611.910-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions
354 taken pursuant to this law and/or a rental agreement.

355 611.910-2. No administrative hearing body, including a board, committee or commission, is
356 authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental
357 agreement.

358 611.910-3. Where the Nation is the landlord any complaint filed with the judiciary ~~The landlord is~~
359 ~~the Comprehensive Housing Division in regards to taking actions authorized under this law and~~
360 ~~complaints filed with the Oneida Judiciary~~ shall name the Comprehensive Housing Division and
361 the specific program.
362

363
364 **611.10. Comprehensive Housing Division Rental Programs**

365 611.10-1. Available Rental Programs. Consistent with available funds, the Comprehensive
366 Housing Division shall provide residential rental programs for providing housing to the following
367 types of tenants. The Comprehensive Housing Division shall establish rules naming said programs
368 and providing the specific requirements and regulations that apply to each program:

- 369 (a) Elder members of the Nation;
- 370 (b) Low-income Oneida tribal members and families; and
- 371 (c) Tribal members in general.

372 611.10-2. Minimum Rental Eligibility Requirements. In order to be eligible for a rental agreement
373 with CHD, applicants shall meet the following conditions:

- 374 (a) Be eighteen (18) years of age at the time of the application;
- 375 (b) Have no felony or drug convictions within the past two (2) years from the date of
376 application, provided that a pardon or forgiveness received pursuant to the Pardon and
377 Forgiveness law may provide an exception to this condition;
- 378 (c) Meet the local governments’ laws’ requirements regarding residency restrictions for
379 convicted sex offenders;
- 380 (d) Meet the income requirements for entering the rental agreement as determined by the
381 rental program’s governing rules;
- 382 (e) Not hold a residential lease with the Nation; and
- 383 (f) Meet any other eligibility requirements set by the rental program’s rules, which may
384 not be less strict than this law, but may be stricter than this law, provided that rules
385 developed for low-income Tribal members and families:
 - 386 (1) May not contain eligibility requirements that consider debt owed or evictions
387 from entities other than the Comprehensive Housing Division; but
 - 388 (2) May contain eligibility requirements that consider debt owed to utility
389 providers, provided that eligibility may not be denied for any debt owed to a
390 utility provider with a past due balance of less than two hundred dollars (\$200).

391
392
393 *End.*

394
395 Adopted – BC-10-12-16-C
396 Emergency Amended – BC-01-25-17-C
397 Emergency Extension – BC-07-26-17-I
398 Amended—BC-12-13-17-D

Title 6. Property and Land- Chapter 611
LANDLORD-TENANT
Tsi? Yuhwatsyawá·ku Aolihwá·ke
where it bound to the earth - issues

611.1.	Purpose and Policy	611.6.	Domestic Abuse Protections
611.2.	Adoption, Amendment, Repeal	611.7.	Sex Offender Registry
611.3.	Definitions	611.8.	Termination of Tenancy at Death of Tenant
611.4.	Rental Agreement Documents	611.9.	Landlord or Tenant Actions
611.5.	Rights and Duties of Landlords and Tenants	611.10.	Comprehensive Housing Division Rental Programs

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611.1. Purpose and Policy

611.1-1. *Purpose.* The purpose of this law is to provide mechanisms for protecting the rights of the landlords and tenants on all land owned by the Nation or members of the Nation within the Reservation boundaries.

611.1-2. *Policy.* It is the Nation’s policy to provide a fair process to all landlords and tenants that preserves the peace, harmony, safety, health, and general welfare of the Nation’s residents.

611.2. Adoption, Amendment, Repeal

611.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-C and thereafter amended by resolution BC-12-13-17-D.

611.2-2. This law may be amended or repealed by the Oneida Business Committee and/or the Oneida General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

611.2-3. Should a provision of this law or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this law which are considered to have legal force without the invalid portions.

611.2-4. In the event of a conflict between a provision of this law and a provision of another law, the provisions of this law shall control.

611.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

611.3. Definitions

611.3-1. This section shall govern the definitions of words and phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Comprehensive Housing Division” is the division within the Oneida 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.

(b) “Landlord” means any person or entity within the Nation’s jurisdiction in their 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.

36 (e) “Rental Agreement” means a written contract between a landlord and a tenant, whereby
37 the tenant is granted the right to use or occupy the premises for a residential purpose for
38 one (1) year or less, provided that the term may be longer than one (1) year in circumstances
39 where the contract is on a rent-to-own basis.

40 (f) “Reservation” means all property within the exterior boundaries of the reservation of
41 the Oneida Nation, as created pursuant to the 1838, Treaty with the Oneida, 7 Stat., 566,
42 and any lands added thereto pursuant to federal law.

43 (g) “Rule” means a set of requirements, including citation fees and penalty schedules,
44 enacted by the Comprehensive Housing Division in accordance with the Administrative
45 Rulemaking law based on authority delegated in this law in order to implement, interpret
46 and/or enforce this law

47 (h) “Tenant” means the person granted the right to use or occupy a premises pursuant to a
48 rental agreement.

49 (i) “Tribal member” means an individual who is an enrolled member of the Nation.

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

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53
54 **611.4. Rental Agreement Documents**

55 611.4-1. *Severability of Rental Agreement Provisions.* The provisions of a rental agreement are
56 severable. If any provision of a rental agreement is void or unenforceable by reason of any law,
57 rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect
58 other provisions of the rental agreement that can be given effect without the invalid or
59 unenforceable provision.

60 611.4-2. *Requirements of Rental Agreements and Terminations.* A rental agreement or
61 termination of a rental agreement is not enforceable unless it meets the requirements of this law
62 and is in writing.

63 (a) All rental agreements shall:

64 (1) Set forth the amount of rent or other consideration provided in exchange for the
65 ability to use/occupy the premises;

66 (2) Set forth the required amount of security deposit and require payment of the
67 security deposit prior to the tenant(s) taking use/occupancy of the premises, if
68 applicable;

69 (3) Set the time of commencement and expiration of the rental agreement;

70 (4) Provide a reasonably definite description of the premises;

71 (5) If the Nation is the landlord, state that nothing in the agreement may be
72 considered a waiver of the Nation’s sovereign immunity, provided that tenants may
73 seek enforcement of a rental agreement or dispute an action taken pursuant to a
74 rental agreement with the Oneida Judiciary; and

75 (6) Be signed by both the landlord and the tenant(s) prior to the tenant(s) taking
76 use/occupancy of the premises;

77 (A) The rental agreement is not required to be signed by all adults
78 using/occupying the premises, provided that the rights and responsibilities
79 contained in the rental agreement do not extend to persons that are not
80 named as tenants in the rental agreement.

81 (B) Unless legally separated, if a tenant(s) is married, the landlord shall
82 require that each spouse sign the rental agreement.

83 (b) Any provision of a rental agreement that does any of the following is void and
84 unenforceable.

85 (1) Allows a landlord to do or threaten to do any of the following because a tenant
86 has contacted an entity for law enforcement services, health services or safety
87 services:

88 (A) Increase rent;

89 (B) Decrease services;

90 (C) Bring an action for eviction unless authorized by the Eviction and
91 Termination law; and/or

92 (D) Refuse to renew a rental agreement.

93 (2) Except as otherwise provided in this law in regard to domestic abuse, authorizes
94 the eviction or exclusion of a tenant from the premises other than through the
95 process described in the Eviction and Termination law.

96 (3) Requires the tenant to pay attorney's fees or costs incurred by the landlord in
97 any legal action or dispute arising under the rental agreement except as supported
98 by a court order.

99 (4) States that the landlord is not liable for property damage or personal injury
100 caused by negligent acts or omissions of the landlord. This subsection does not
101 affect ordinary maintenance obligations of a tenant under 611.5-3(b) or assumed by
102 a tenant under a rental agreement or other written agreement between the landlord
103 and the tenant.

104 (5) Imposes liability on the tenant for any of the following:

105 (A) Personal injury arising from causes clearly beyond the tenant's control.

106 (B) Property damage caused by natural disasters or by persons other than
107 the tenant or the tenant's guests or invitees. This subsection does not affect
108 ordinary maintenance obligations of a tenant under 611.5-3(b) or assumed
109 by a tenant under a rental agreement or other written agreement between the
110 landlord and the tenant.

111 (6) Waives any obligation on the part of the landlord to deliver the premises in a fit
112 and habitable condition or to maintain the premises during the tenant's tenancy.

113 (7) Allows for periodic tenancy, which for the purposes of this section means when
114 a tenant uses/occupies a premises without an effective and valid rental agreement
115 by paying rent on a periodic basis including, but not limited to, day-to-day, week-
116 to-week and month-to-month.

117 611.4-3. *Assignment of Rental Agreements Not Permitted.* Assignments of rental agreements
118 are not permitted under any circumstances.

119
120 **611.5. Rights and Duties of Landlords and Tenants**

121 611.5-1. This section governs the rights and duties of the landlord and tenant in the absence of
122 any inconsistent provision found in a valid rental agreement.

123 611.5-2. *Disposition of Personal Property Left by the Tenant.* If the tenant moves from or is
124 evicted from the premises and leaves personal property, the landlord may presume that the tenant
125 has abandoned the personal property and may dispose of said property in any manner that the
126 landlord, in their sole discretion, determines is appropriate, provided that:

127 (a) The landlord shall hold personal property for a minimum of five (5) business days and
128 the tenant may retrieve said personal property by contacting the landlord.

129 (b) The landlord shall keep a written log of the date and the work time that the landlord or
130 the landlord's staff expends storing and/or removing personal property and/or
131 removing/disposing of debris left at the property after the expiration of the timeframe
132 provided in the order to vacate.

133 (c) The Comprehensive Housing Division shall create rules further governing the
134 disposition of personal property on Tribal land.

135 611.5-3. *Repairs; Untenability.* This section applies to all rental agreements if there is no contrary
136 provision in writing signed by both parties.

137 (a) *Duties of the Landlord.*

138 (1) Except for repairs made necessary by the negligence of, or improper use of the
139 premises by the tenant, the landlord has a duty to do all of the following:

140 (A) Keep in a reasonable state of repair portions of the premises over
141 which the landlord maintains control.

142 (B) Keep in a reasonable state of repair all equipment under the landlord's
143 control necessary to supply services that the landlord has expressly or
144 impliedly agreed to furnish to the tenant, such as heat, water, elevator, or
145 air conditioning.

146 (C) Make all necessary structural repairs.

147 (D) Except as provided in section 611.5-3(b)(2), repair or replace any
148 plumbing, electrical wiring, machinery, or equipment furnished with the
149 premises and no longer in reasonable working condition.

150 (E) Comply with any laws or rules of the Nation that are applicable to the
151 premises.

152 (2) If the premises are part of a building where other parts are occupied by one (1)
153 or more other tenants, negligence or improper use by one (1) tenant does not
154 relieve the landlord from the landlord's duty to make repairs as provided in 611.5-
155 3(a)(1), provided that the landlord may require the responsible tenant to pay for
156 such repairs.

157 (3) A landlord shall disclose to a prospective tenant, before entering into a rental
158 agreement with or accepting any earnest money or security deposit from the
159 prospective tenant, any violation of either the Building Code of the Oneida Nation
160 or the Zoning and Shoreland Protection Ordinance if all of the following apply:

161 (A) The landlord has actual knowledge of the violation;

162 (B) The violation affects the dwelling unit that is the subject of the
163 prospective rental agreement or a common area of the premises;

164 (C) The violation presents a significant threat to the prospective tenant's
165 health or safety; and

166 (D) The violation has not yet been corrected but the landlord shall correct
167 the violation prior to the tenant taking occupancy of the premises.

168 (4) If the premises are damaged by fire, water or other casualty, not the result of
169 the negligence or intentional act of the landlord, this subsection is inapplicable
170 and either section 611.5-3(b) or (c) governs.

171 (5) The landlord is responsible for all required pest control to keep the premises in
172 a safe and healthy condition, provided that where an infestation has occurred due
173 to the acts or inaction of the tenant the pest control costs may be assessed against
174 the tenant.

175 (b) *Duties of the Tenant.*

176 (1) If the premises are damaged, including by an infestation of insects or other
177 pests, due to the acts or inaction of the tenant, the landlord may elect to allow the
178 tenant to remediate or repair the damage and restore the appearance of the
179 premises by redecorating. However, the landlord may elect to undertake the
180 remediation, repair, or redecoration, and in such case the tenant shall reimburse
181 the landlord for the reasonable cost thereof; the cost to the landlord is presumed
182 reasonable unless proven otherwise by the tenant.

183 (2) The tenant shall keep plumbing, electrical wiring, machinery and equipment
184 furnished with the premises in reasonable working order.

185 (3) Tenants shall comply with all laws and rules of the Nation.

186 (c) *Untenability.* If the premises become untenable because of damage by fire, water or
187 other casualty or because of any condition hazardous to health, or if there is a substantial
188 violation of section 611.5-3(a) materially affecting the health or safety of the tenant, the
189 tenant may move from the premises unless the landlord promptly repairs, rebuilds or
190 eliminates the health hazard or the substantial violation of 611.5-3(a) materially affecting
191 the health or safety of the tenant.

192 (1) The tenant may also move and terminate the rental agreement if the
193 inconvenience to the tenant by reason of the nature and period of repair,
194 rebuilding or elimination would impose undue hardship on the tenant.

195 (2) If the tenant remains in possession, the landlord shall decrease rent for each
196 month to the extent the tenant is deprived of the full normal use of the premises.
197 This subsection does not authorize rent to be withheld in full, if the tenant remains
198 in possession.

199 (3) If the tenant justifiably moves out under this subsection, the tenant is not
200 liable for rent after the premises become untenable and the landlord shall repay
201 any rent paid in advance apportioned to the period after the premises become
202 untenable. This subsection is inapplicable if the damage or condition is caused by
203 negligence or improper use by the tenant.

204 (4) If the Nation is the landlord, alternative housing shall be provided to the extent
205 that it is reasonably available.

206 (d) *Check-in sheet.* Landlords shall provide all new tenants with a check-in sheet when
207 the tenant commences their occupancy of the premises that the tenant may use to make
208 comments, if any, about the condition of the premises. The landlord shall provide the
209 tenant with seven (7) days from the date the tenant commences their occupancy to
210 complete the check-in sheet and return it to the landlord. The landlord is not required to
211 provide the check-in sheet to a tenant upon renewal of a rental agreement.

212 (e) *Notice to Enter Required.* The landlord shall provide twenty-four (24) hour written
213 notice prior to entering the tenant's premises where notice is required to either be
214 personally served to the tenant or posted on the premises. A landlord is exempt from this
215 notice requirement in the case of an emergency welfare check. The basis of a welfare check
216 may include, but is not limited to the following:

217 (1) The landlord believes the tenant's or a child's wellbeing may be in jeopardy
218 based on reports of child abuse or neglect, medical concerns, suspicious activity or
219 other reported information;

220 (2) The landlord suspects the tenant has abandoned the premises; and/or

221 (3) The landlord receives notice that the premise's utilities have been disconnected.

222 (f) *Acts of tenant not to affect rights of landlord.* No act of a tenant in acknowledging as
223 landlord a person other than the tenant's original landlord can prejudice the right of the
224 original landlord to possession of the premises.

225 (g) *Annual Inspection Required.* In the event the tenant renews the rental agreement for
226 additional terms, the landlord shall, at a minimum, inspect the premises once annually.
227

228 **611.6. Domestic Abuse Protections**

229 611.6-1. If a tenant notices the landlord of domestic abuse with of any of the following
230 documentation, regardless of marital status, the landlord shall change the locks to the premises
231 and, if the tenant is unmarried, allow the tenant to modify the rental agreement to remove the
232 domestic abuser:

233 (a) An injunction order under Wis. Stat. 813.12(4) protecting the tenant from a co-tenant;

234 (b) An injunction order under Wis. Stat. 813.122 protecting a child of the household from
235 a co-tenant;

236 (c) An injunction order under Wis. Stat. 813.125(4) protecting the tenant or child of the
237 household from a co-tenant, based on the co-tenant's engaging in an act that would
238 constitute sexual assault under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under
239 Wis. Stat. 940.32, or attempting or threatening to do the same;

240 (d) A condition of release under Wis. Ch. 969 ordering the co-tenant not to contact the
241 tenant;

242 (e) A criminal complaint alleging that the co-tenant sexually assaulted the tenant or a child
243 of the household under Wis. Stat. 940.225, 948.02 or 948.025;

244 (f) A criminal complaint alleging that the co-tenant stalked the tenant or a child of the
245 household under Wis. Stat. 940.32; or

246 (g) A criminal complaint that was filed against the co-tenant as a result of the co-tenant
247 being arrested for committing a domestic abuse offense against the tenant under Wis. Stat.
248 968.075.

249 611.6-2. If a tenant is no longer eligible to maintain the rental agreement upon removing a co-
250 tenant domestic abuser from the rental agreement, the landlord shall permit the tenant to remain
251 on the premises for the longer of either the duration of the rental agreement or ninety (90) days
252 from the date the rental agreement is modified. If the latter applies, in addition to removing the
253 co-tenant that is the domestic abuser, the landlord shall also revise the rental agreement to extend
254 its duration.

255 611.6-3. The Eviction and Termination law provides tenants that are victims of domestic abuse
256 with a defense to eviction should the abusers actions be the cause for eviction.
257

258 **611.7. Sex Offender Registry**

259 611.7-1. Should a tenant request information about whether any other tenants are required to
260 register as a sex offender, the landlord shall provide the tenant with written notice that they may
261 obtain information about the sex offender registry and persons registered within the registry by
262 contacting the department of corrections. The landlord shall include in such notice the appropriate
263 telephone number and internet site of the department of corrections.
264

265 **611.8. Termination of Tenancy at Death of Tenant**

266 611.8-1. If a tenant dies, their tenancy is terminated as follows:

267 (a) If the deceased tenant was the only household member listed in the rental agreement,
268 immediately upon the death of the tenant;

269 (b) If there were additional adult household members aside from the deceased tenant listed
270 in the household within the rental agreement, then the later of the following, provided that
271 an adult household member remaining in the unit shall assume the tenancy responsibilities
272 under the rental agreement:

273 (1) Six (6) months after the landlord receives notice, is advised, or otherwise
274 becomes aware of the tenant's death, provided that any extension beyond the
275 original term of the agreement requires an amendment or limited term rental
276 agreement which covers the term of the extension; or

277 (2) The expiration of the term of the rental agreement.

278 611.8-2. The deceased tenant or their estate is not liable for any rent after the termination of their
279 tenancy. A landlord may not contact or communicate with a member of the deceased tenant's
280 family for the purpose of obtaining from the family member rent for which the family member has
281 no liability except that if adult household members remain in the rental unit following the deceased
282 tenant's death in accordance with section 611.8-1 or 611.8-4, an adult household member shall
283 assume the tenancy responsibilities pursuant to the rental agreement.

284 611.8-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises
285 from any obligation under a rental agreement or any other liability to the landlord.

286 611.8-4. Where the Nation is the landlord, and if the deceased tenant is a Tribal member whose
287 death renders a co-tenant no longer eligible for a rental agreement based on Tribal member status,
288 the non-Tribal member tenant may remain in the premises as follows:

289 (a) If subject to a standard rental agreement (i.e. not on a rent-to-own basis), see section
290 611.8-1(b) above.

291 (b) If the rental agreement was on a rent-to-own basis, the remaining non-Tribal member
292 tenant may remain in the premises for a maximum of six (6) months from the date of the
293 Tribal member tenant's death unless the non-Tribal member tenant has a child that is a
294 Tribal member. In the event the original tenants have a Tribal member child, the non-
295 Tribal member tenant may remain in the premises under the rent-to-own agreement so long
296 as the non-Tribal member tenant either:

297 (1) Transfers the premises and the rent-to-own agreement to a child of one (1) or
298 both of the original tenants who is a Tribal member, eighteen years or older, and
299 agrees to live in the premises; or

300 (2) Signs an agreement indicating that the premises and the rent-to-own agreement
301 shall be transferred to a minor Tribal member child when the child is eighteen (18)
302 years old.

303 (c) Should the non-Tribal member tenant satisfy the payment requirements of the rent-to-
304 own agreement prior to the Tribal member child's eighteenth (18th) birthday, the rent-to-
305 own agreement shall be extended at no additional cost to the tenant and conveyance
306 postponed until the Tribal member child reaches eighteen (18) years of age and the rent-
307 to-own agreement is transferred to the child.

308 (d) In the event the non-Tribal member tenant either has no children living in the premises
309 that are Tribal members or declines to enter the agreement transferring the rent-to-own
310 agreement to a Tribal member child, the rent-to-own agreement shall be terminated upon
311 the tenant's ineligibility to remain in the rent-to-own program and a limited term rental
312 agreement shall be executed.

313 611.8-5. Where a landlord is terminating a rental agreement entered on a rent-to-own basis
314 based on death of a Tribal member tenant, the landlord shall pay the remaining co-tenant all
315 equity the tenants may have accrued in accordance with the rental agreement.

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611.9. Landlord or Tenant Actions

611.9-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law and/or a rental agreement.

611.9-2. No administrative hearing body, including a board, committee or commission, is authorized to hear a complaint regarding actions taken pursuant to this law and/or a rental agreement.

611.9-3. Where the Nation is the landlord, any complaint filed with the judiciary shall name the Comprehensive Housing Division and the specific program.

611.10. Comprehensive Housing Division Rental Programs

611.10-1. *Available Rental Programs.* Consistent with available funds, the Comprehensive Housing Division shall provide residential rental programs for providing housing to the following types of tenants. The Comprehensive Housing Division shall establish rules naming said programs and providing the specific requirements and regulations that apply to each program:

- (a) Elder members of the Nation;
- (b) Low-income Oneida tribal members and families; and
- (c) Tribal members in general.

611.10-2. *Minimum Rental Eligibility Requirements.* In order to be eligible for a rental agreement with CHD, applicants shall meet the following conditions:

- (a) Be eighteen (18) years of age at the time of the application;
- (b) Have no felony or drug convictions within the past two (2) years from the date of application, provided that a pardon or forgiveness received pursuant to the Pardon and Forgiveness law may provide an exception to this condition;
- (c) Meet the local governments’ laws’ requirements regarding residency restrictions for convicted sex offenders;
- (d) Meet the income requirements for entering the rental agreement as determined by the rental program’s governing rules;
- (e) Not hold a residential lease with the Nation; and
- (f) Meet any other eligibility requirements set by the rental program’s rules, which may not be less strict than this law, but may be stricter than this law, provided that rules developed for low-income Tribal members and families:
 - (1) May not contain eligibility requirements that consider debt owed or evictions from entities other than the Comprehensive Housing Division; but
 - (2) May contain eligibility requirements that consider debt owed to utility providers, provided that eligibility may not be denied for any debt owed to a utility provider with a past due balance of less than two hundred dollars (\$200).

End.

Adopted – BC-10-12-16-C
Emergency Amended – BC-01-25-17-C
Emergency Extension – BC-07-26-17-I
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