

ONEIDA NATION PUBLIC MEETING NOTICE

THURSDAY, APRIL 16, 2026 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

LOC@oneidation.org

Ask Questions here

LOC@oneidation.org

920-869-4417



EVICITION AND TERMINATION LAW AMENDMENTS

The purpose of the Eviction and Termination law is to provide consistent procedures for terminating a contract and/or evicting an occupant which affords the occupant due process and protects all parties involved.

The Eviction and Termination law amendments will:

- ◆ Clarify when an owner is required to provide an occupant an opportunity to cure a violation before the early termination of a contract or eviction.
- ◆ Clarify what types of offenses qualify as a violation of law or rule or nuisance activity.
- ◆ Clarify and expand when an individual may contest a contract termination.
- ◆ Revise how an occupant's failure to vacate following the notice of eviction or a contract expiration is handled by an owner.
- ◆ And make other drafting changes to the law.

Individuals may attend the public meeting for the proposed Eviction 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@oneidation.org.

PUBLIC COMMENT PERIOD CLOSSES THURSDAY, APRIL 23, 2026

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 Eviction and Termination law amendments please review the public meeting packet at [oneida-nsn.gov/government/register/public meetings](http://oneida-nsn.gov/government/register/public%20meetings).



EVICTION AND TERMINATION LAW AMENDMENTS LEGISLATIVE ANALYSIS

SECTION 1. EXECUTIVE SUMMARY

<i>Analysis by the Legislative Reference Office</i>	
Intent of the Proposed Amendments	<ul style="list-style-type: none"> ▪ Add or revise the definition for Comprehensive Housing Division, law enforcement agency, occupant, owner, periodic tenancy, rental value, and stay of eviction. [6 O.C. 610.3-1]; ▪ Revise the delegation of administrative rulemaking authority provided under this Law for the Nation’s residential, agricultural, and business contracts. [6 O.C. 610.3-1, 610.11-4(b)]; ▪ Remove the terms “alleged” and “allegations” throughout the Law. [6 O.C. 610.5-1, 610.5-2]; ▪ Revise how notice of an early contract termination or eviction is provided to individuals and corporations or partnerships. [6 O.C. 610.6-3, 610.6-4]; ▪ Provide that an occupant shall have a right to cure for a failure to pay rent, but is not guaranteed that right to cure for subsequent violations. [6 O.C. 610.7-3, 610.7-4]; ▪ Clarify an occupant’s right to cure for instances of waste or contract breach by providing steps for remedying this type of breach, and also providing that the right to cure is not guaranteed for subsequent violations. [6 O.C. 610.8-3, 610.8-4]; ▪ Clarify what types of offenses qualify as a violation of law or rule or nuisance activity. [6 O.C. 610.9-1]; ▪ Revise who is allowed to notice an owner of a violation of law or rule or nuisance activity. [6 O.C. 610.9-2]; ▪ Clarify that an owner is not required to provide an occupant an opportunity to cure for a violation of an applicable law or rule or nuisance act. [6 O.C. 610.9-3]; ▪ Clarify and expand when an individual may contest a contract termination. [6 O.C.610.10]; ▪ Revise how an occupant’s failure to vacate following the notice of eviction or a contract expiration is handled by an owner. [6 O.C.610.11]; ▪ Expand he amount of time allowed for an owner to return a security deposit to an occupant from thirty (30) days to sixty (60) days. [6 O.C.610.12-5]; ▪ Make other drafting changes and broad organizational changes.
Purpose	The purpose of this law is to provide consistent procedures for terminating a contract and/or evicting an occupant which affords the occupant due process and protects all parties involved. [6 O.C. 610.1-1].
Affected Entities	Oneida Judiciary, Comprehensive Housing Division, Land Management, Oneida Police Department, applicable landlords, tenants, lessors, lessees
Public Meeting	A public meeting has not yet been held.
Fiscal Impact	A fiscal impact statement has not yet been requested.

SECTION 2. LEGISLATIVE DEVELOPMENT

A. **Background.** The Eviction and Termination law (“the Law”) was adopted by the Oneida Business Committee on October 12, 2016, through the adoption of resolution BC-10-12-16-A. The Law provides consistent procedures for terminating a contract and/or evicting an occupant which affords the occupant due process and protects all parties involved. [6 O.C. 610.1-1]. It is the Nation’s policy to provide fair termination and eviction processes that preserves the peace, harmony, safety, health, general welfare, and the Nation’s resources. [6 O.C. 610.1-2].

B. **Request for Amendments.** The Legislative Operating Committee added the Eviction and Termination law amendments to the Active Files List on July 6, 2022, for the purpose of a comprehensive review for potential amendments to the law to occur to run concurrent with the development of amendments to the Real Property law.

C. **Petition: L. Elm – Real Property Law Eviction and Termination.** The development of amendments to the Eviction and Termination law is closely related to the General Tribal Council’s response and action to the Petition: L. Elm – Real Property Law Eviction and Termination (“Petition”).

- On April 7, 2021, the Petition was submitted to the Government Administrative Office by Lori Elm and was verified by the Oneida Trust Enrollment Department. The purpose of this Petition is for a “General Tribal Council (GTC) meeting be held by virtual or in-person, regarding the Real Property Law, concerning Eviction and termination including residential leases. With our current pandemic of addiction in the community, the stipulation of vacating your home in five (5) days, from the time of the incident is or should be considered and Unconstitutional, furthermore we need a due process to protect the heads of household leases), from losing their homes, an include procedures in the case they do. Including timeframes for them to sell their homes; implementation of a chart of penalties, (Drugs and type, Violence, Sexual abuse or assault, human trafficking and all unlawful activities) including intent of eviction Notice with timelines, from the date of the incident as well as date of Notice and including Due Process; Request an advocated board be created between Oneida Land Commission, Oneida Police Commission, with representatives from Behavior Health, and Comprehensive Housing Division Area; Request if the head of household is not the occupant in violation, a compliance agreement be done with them, outline, behavior or property for a period of time, before termination (eviction) of lessee is implemented; also requesting occupant of violation must be removed from residence and if a successful treatment plan and stability review is approved by advocate board, they may be able to enter into their own lease or reside back at residence; Evaluation of how one can be held responsible of activities: address on citation, activity at residence, accusations and/or any other ways; Timeline(s) for getting another lease and how; The reasoning for this petition is to protect families from their loved one’s addiction, and so they do not lose their home after all the other family suffering, they already, have consumed over the addiction.”
- On April 14, 2021, the Oneida Business Committee acknowledged receipt of the Petition and directed the Law, Finance, and Legislative Reference Offices to complete, respectively, the legal review, fiscal impact statement and statement of effect.
- On April 21, 2022, the Legislative Operating Committee added the Petition: L. Elm – Real Property Law Eviction and Termination to the Active Files List.
- On June 2, 2021, the Legislative Operating Committee accepted the statement of effect for the Petition and forward the statement of effect to the Oneida Business Committee.
- The Oneida Business Committee approved the statement of effect on June 9, 2021.

- 45 ▪ On January 16, 2023, the General Tribal Council considered the Petition and adopted a motion to
46 accept the petition as information and to ask the Business Committee to review the Eviction &
47 Termination Law and to bring back a report back to General Tribal Council to the 2023 semi-annual
48 meeting.
- 49 ▪ On May 18, 2023, the Legislative Operating Committee approved the *Review of the Eviction and*
50 *Termination Law Memorandum* and forwarded this legislative item to the Oneida Business
51 Committee for consideration. This memorandum reviewed the various provisions contained in the
52 Eviction and Termination law and concluded that the Eviction and Termination law very clearly
53 provides when a lease or rental agreement may be terminated and the occupant may be evicted,
54 how notice of the eviction is provided to the occupant, and what occurs if an occupant fails to vacate
55 the property. The Eviction and Termination law provides for the protection of due process rights
56 of the occupant, while also protecting the Nation’s rights to preserves the peace, harmony, safety,
57 health, general welfare, and the Nation’s resources.
- 58 ▪ On May 24, 2023, the Oneida Business Committee accepted as information the memorandum
59 entitled *Review of the Eviction and Termination Law*.
- 60 ▪ The review of the Eviction and Termination law was not addressed at the July 24, 2023, Semi-
61 Annual GTC meeting, and instead was forwarded to the 2024 Annual General Tribal Council
62 meeting.
- 63 ▪ At the February 25, 2024, Annual General Tribal Council meeting the Legislative Operating
64 Committee provided the memorandum entitled, *Review of the Eviction and Termination Law*.
- 65 ▪ In response to the memorandum from the LOC, on February 25, 2024, the General Tribal Council
66 adopted a motion to deny the acceptance of the memorandum regarding the Eviction & Termination
67 law update and to defer the Eviction & Termination law back to the Legislative Operating
68 Committee to remove the wording “alleged” or “allegations” in the law and to bring back to the
69 2024 Semi-Annual GTC meeting.
- 70 ▪ On May 1, 2024, the Legislative Operating Committee approved the memorandum entitled, *Follow*
71 *up on February 25, 2024, GTC Directive for Amendments to the Eviction and Termination Law*,
72 and corresponding materials and forward to the Oneida Business Committee. This memorandum
73 outlined the Legislative Operating Committee’s plan on how amendments to the Eviction and
74 Termination law would be developed to remove the words alleged and allegations. The LOC was
75 not able to bring forward an amended Eviction and Termination law to the 2024 Semi-Annual GTC
76 meeting as the directive from GTC did not provide an adequate amount of time for the LOC to
77 comply with the requirements of the Legislative Procedures Act.
- 78 ▪ On July 1, 2024, the General Tribal Council accepted item VII.A. [*VII.A Accept update regarding*
79 *the Eviction and Termination law*] and VII.B. as information.

80

81 **SECTION 3. CONSULTATION AND OUTREACH**

- 82 A. Representatives from the following departments or entities participated in the development of the
83 amendments to the Budget and Finances law and this legislative analysis:
- 84 ▪ Comprehensive Housing Division;
85 ▪ Land Management;
86 ▪ Oneida Police Department;
87 ▪ Oneida Law Office; and

- 88 ▪ CEO of Nation Services.
- 89 **B.** The following laws were reviewed in the drafting of this analysis:
- 90 ▪ Administrative Rulemaking law;
- 91 ▪ Legislative Procedures Act;
- 92 ▪ Leasing law;
- 93 ▪ Landlord Tenant law;
- 94 ▪ Oneida Judiciary law;
- 95 ▪ Oneida Judiciary Rules of Civil Procedure;
- 96 ▪ Oneida Judiciary Rules of Evidence;
- 97 ▪ Rules of Appellate Procedure; and
- 98 ▪ Public Peace law.
- 99

100 **SECTION 4. PROCESS**

- 101 **A.** The development of the proposed amendments to Eviction and Termination law complies with the
- 102 process set forth in the Legislative Procedures Act (LPA).
- 103 ▪ On July 6, 2022, the Legislative Operating Committee added the Eviction and Termination law to
- 104 its Active Files List.
- 105 ▪ On October 10, 2023, the Legislative Operating Committee added the Eviction and Termination
- 106 law to its Active Files List.
- 107 ▪ On January 29, 2024, the Legislative Operating Committee conducted an e-poll entitled, *Approval*
- 108 *of the March 6, 2024 LOC Community Meeting Notice*. The requested action of this e-poll was to
- 109 Approve the Legislative Operating Committee community meeting notice and schedule the
- 110 community meeting to take place on March 6, 2024. This e-poll was unanimously approved by
- 111 Jennifer Webster, Marlon Skenandore, Jonas Hill, Jameson Wilson, and Kirby Metoxen.
- 112 ▪ On February 7, 2024, the Legislative Operating Committee entered into the record the results of
- 113 the March, 6, 2024, e-poll.
- 114 ▪ On May 1, 2024, the Legislative Operating Committee approved the memorandum entitled,
- 115 *Follow up on February 25, 2024, GTC Directive for Amendments to the Eviction and Termination*
- 116 *Law*, and corresponding materials and forward to the Oneida Business Committee. The Legislative
- 117 Operating Committee also approved the LOC community meeting notice and scheduled the
- 118 community meeting to take place on June 19, 2024.
- 119 ▪ On July 1, 2024, the General Tribal Council accepted item VII.A. [*VII.A Accept update regarding*
- 120 *the Eviction and Termination law*] and VII.B. as information.
- 121 ▪ On November 5, 2025, the Legislative Operating Committee approved the draft of the proposed
- 122 amendments to the Eviction and Termination law.
- 123 ▪ On February 18, 2026, the Legislative Operating Committee approved the legislative analysis for
- 124 the draft of proposed amendments to the Eviction and Termination law.
- 125 **B.** At the time this legislative analysis was developed the following work meetings had been held
- 126 regarding the development of the amendments to the Eviction and Termination law:
- 127 ▪ July 15, 2022: LOC work session with the Comprehensive Housing Division, Land Management,
- 128 Oneida Law Office, and the Oneida Land Commission.
- 129 ▪ August 30, 2022: LOC work session with the Comprehensive Housing Division, Land
- 130 Management, Oneida Law Office, and the Oneida Police Department.
- 131 ▪ September 7, 2022: LOC work session.

- 132 ▪ September 21, 2022: LOC work session.
- 133 ▪ November 13, 2023: LOC work session with the Comprehensive Housing Division, Land
- 134 Management, Oneida Law Office, and the CEO of Nation Services.
- 135 ▪ January 3, 2024: LOC work session.
- 136 ▪ January 8, 2024: LOC work session with Oneida Law Office.
- 137 ▪ March 1, 2024: LOC work session with the Comprehensive Housing Division, Oneida Law Office,
- 138 and Oneida Business Committee Vice-Chairman.
- 139 ▪ March 6, 2024: LOC work session.
- 140 ▪ March 20, 2024: LOC work session
- 141 ▪ April 16, 2024: LOC work session with the Comprehensive Housing Division, Oneida Law Office,
- 142 and the CEO of Nation Services.
- 143 ▪ April 23, 2024: LOC work session.
- 144 ▪ April 25, 2024: LOC work session with the Comprehensive Housing Division and the CEO of
- 145 Nation Services.
- 146 ▪ April 29, 2024: LOC work session with the Comprehensive Housing Division.
- 147 ▪ June 10, 2024: LOC work session with the Comprehensive Housing Division and the CEO of
- 148 Nation Services.
- 149 ▪ June 19, 2024: LOC work session.
- 150 ▪ June 19, 2024: LOC work session with the Comprehensive Housing Division, Oneida Law Office,
- 151 and the CEO of Nation Services.
- 152 ▪ July 8, 2025: LOC work session.
- 153 ▪ July 31, 2025: LOC work session with the Comprehensive Housing Division, Oneida Law Office,
- 154 Oneida Police Department, and the CEO of Nation Services.
- 155 ▪ August 15, 2025: LOC work session with the Comprehensive Housing Division, Oneida Law
- 156 Office, Oneida Police Department, and the CEO of Nation Services.
- 157 ▪ August 25, 2025: LOC work session with the Comprehensive Housing Division, Oneida Law
- 158 Office, Oneida Police Department, Land Management, and the CEO of Nation Services.
- 159 ▪ September 3, 2025: LOC work session.
- 160 ▪ October 16, 2025: LOC work session.
- 161 C. *Community Outreach Events.* In addition to the public meeting required by the Legislative Procedures
- 162 Act, the LOC held the following community outreach events on the proposed amendments to the
- 163 Eviction and Termination law:
- 164 ▪ March 6, 2025: Legislative Operating Committee Community Meeting held in the Norbert Hill
- 165 Center’s cafeteria. The Legislative Operating Committee held a community meeting regarding the
- 166 Oneida Personnel Policies and Procedures Amendments, the Sanctions and Penalties law, and the
- 167 Eviction and Termination law amendments. The purpose of this community meeting was for the
- 168 LOC to listen to community feedback on the proposed legislative items.
- 169 ▪ April 2, 2024: Legislative Operating Committee Community Work Session held in the Norbert Hill
- 170 Center Business Committee Conference Room and on Microsoft Teams. The purpose of the
- 171 community work session was to read through the law line-by-line and collect comments, questions,
- 172 or suggestions for the language included in the law.
- 173 ▪ June 19, 2024: Legislative Operating Committee and Comprehensive Housing Division
- 174 Community Meeting held in the Norbert Hill Center cafeteria. The Legislative Operating

175 Committee held a community meeting to specifically discuss the Eviction and Termination law
176 amendments in collaboration with the Comprehensive Housing Division.
177

178 **What is an eviction?**

179 An eviction is the legal process an owner uses to remove an occupant from a rented or leased property,
180 typically due to a contract violation like nonpayment of rent, illegal activity, or unauthorized occupants.
181

182 **Eviction and Termination Law Enforcement Data**

183 Currently, the Eviction and Termination law only applies to the Nation in its capacity as a lessor as defined
184 in the Leasing law or as a landlord as defined in the Landlord Tenant law. Enforcement data provided by
185 the Nation’s entities can provide insight into the application of the Eviction and Termination law.
186

187 In regard to the rental programs, the Comprehensive Housing Division provided the following data as of
188 October 2025:

CHD Rental Program Move Out Review				
Year	Unit Transfer	Voluntary	Involuntary	Annual Total
2023	16	14	18	48
2024	6	14	22	42
2025	5	19	15	39
Total	27	47	55*	120

189 *15 of the 55 were Involuntary based on death.
190

191 The involuntary designation included reasons such as criminal convictions, illegal drug activity, program
192 ineligibility, non-renewal, and unhealthy/unsafe living conditions.
193

194 The Comprehensive Housing Division also identified that in regard to residential leasing, in 2025 there
195 were two (2) lease termination cases being handled by the Comprehensive Housing Division. The
196 Comprehensive Housing Divisions posts information regarding contract terminations and evictions made
197 in accordance with the Eviction and Termination law for violations of law or rule or nuisance activity on
198 the Nation’s website at the following location:

199 [https://oneida-nsn.gov/wp-content/uploads/2024/04/CHD-Eviction-and-Termination-
200 Spreadsheet_OLO_Final_1.pdf](https://oneida-nsn.gov/wp-content/uploads/2024/04/CHD-Eviction-and-Termination-Spreadsheet_OLO_Final_1.pdf)
201

202 Land Management provided that in regard to agricultural and business leases, there were no contract
203 terminations or evictions in recent years.
204

205 **SECTION 5. CONTENTS OF THE LEGISLATION**

206 **A. Expansion of Who Qualifies as an Owner.** The proposed amendments to the Law expand who
207 qualifies as an owner. Currently, the Law defines “owner” as the Nation in its capacity as a lessor as
208 defined in the Leasing law or as a landlord as defined in the Landlord Tenant law. [6 O.C.610.3-1(g)].
209 Section 610.8-3 of the currently effective Law further provides that the owner is the Comprehensive
210 Housing Division in regard to taking actions authorized under this law and complaints filed with the
211 Oneida Judiciary shall name the Comprehensive Housing Division and the specific program. The

212 proposed amendments to the Law now define “owner” as the Nation when the Nation is acting in its
213 capacity as a lessor as defined in the Leasing law or lessee; or the Nation or any person or entity within
214 the Nation’s jurisdiction acting in its capacity as a landlord as defined in the Landlord Tenant law. [6
215 O.C.610.3-1(h)]. The provision providing that the owner is the Comprehensive Housing Division in
216 regard to taking actions authorized under this Law is eliminated in the proposed amendments.

217 ■ *Effect.* The proposed amendments to the Law expand who qualifies as an owner under the Eviction
218 and Termination law. This amendment to the Law as made to be consistent with amendments made
219 to the Landlord Tenant law. The Landlord Tenant law was amended by the Oneida Business
220 Committee on June 25, 2025, through the adoption of resolution BC-06-25-25-C to expand the
221 definition of landlord to mean any person or entity within the Nation’s jurisdiction in their capacity
222 to rent real property subject to a rental agreement. [6 O.C. 611.3-1(b)]. The expanded definition of
223 owner in the Eviction and Termination law and landlord in the Landlord Tenant law means that
224 both laws are applied all landlord-tenant relationships occurring on land owned by the Nation or its
225 members regardless of whether the relationship is based on one of the Nation’s rental programs.
226 This expands the Nation’s exercise of sovereignty within the Reservation boundaries.

227 **B. Administrative Rulemaking Authority.** The proposed amendments to the Law revise the delegation of
228 administrative rulemaking authority for residential, agricultural, and business contracts. [6 O.C.610.4-
229 1]. Currently, section 610.4-1 of the Law provides that the Land Commission and the Comprehensive
230 Housing Division may jointly create rules to further govern the processes contained in this law related
231 to residential contracts. The proposed amendments to the Law provide that it is the Comprehensive
232 Housing Division that is solely delegated administrative rulemaking authority to create rules to govern
233 the Nation’s residential contracts. [6 O.C.610.4-1]. The Law then provides in section 610.4-2 that the
234 Land Commission and the Division of Land Management may jointly create rules to further govern the
235 processes contained in this law related to agricultural and business contracts. The proposed amendments
236 to the Law provide that it is Land Management that is solely delegated administrative rulemaking
237 authority to create rules to govern the Nation’s agricultural and business contracts. [6 O.C.610.4-1].
238 Another instance where administrative rulemaking authority is revised is in regard to the disposition of
239 personal property. Section 610.6-1(a)(2) of the current Law provides that the Land Commission and
240 the Comprehensive Housing Division shall jointly create rules further governing the disposition of
241 personal property in relation to residential contracts and the Land Commission and the Division of Land
242 Management shall jointly create rules further governing the disposition of personal property in relation
243 to agricultural and business contracts. The proposed amendments to the Law provide that it is the
244 Comprehensive Housing Division that is solely delegated administrative rulemaking authority to create
245 rules further governing the disposition of personal property in relation to the Nation’s residential
246 contracts, and Land Management that is solely delegated administrative rulemaking authority to create
247 rules further governing the disposition of personal property in relation to the Nation’s business and
248 agricultural and business contracts. [6 O.C. 610.11-4(b)].

249 ■ *Effect.* The proposed amendments to the Law simplify the delegation of administrative rulemaking
250 authority. Administrative rulemaking authority is now delegated solely to the entity that is
251 responsible for handling evictions and terminations on behalf of the Nation for residential,
252 agricultural, and business contracts.

253 **C. Removal of Alleged and Allegations.** The proposed amendments to the Law remove the terms alleged
254 and allegations from the Law. Currently, section 610.5-1 addresses causes for early contract termination
255 and provides that the owner may terminate the contract prior to the contract term and evict the occupant,

256 if the occupant violates the terms of the contract; is alleged to have violated any applicable law or rule;
257 and/or is alleged to have committed one or more nuisance activities. The proposed amendments to the
258 Law instead focus on ensuring that violations of any applicable law or rule or nuisance activity has
259 occurred and is not just alleged to have occurred. [6 O.C.610.5-1]. Furthermore, currently the Law
260 provides that an occupant has a valid defense to eviction if he or she alleges that if not for the alleged
261 domestic abuse, which is noticed to the owner with any of the following documentation, there would
262 not be cause for eviction under section 610.5-1. [6 O.C.610.5-2]. The proposed amendments to the Law
263 again remove the terms alleges and alleged. *Id.*

- 264 ▪ *Effect.* The proposed amendments to the Law comply with the February 25, 2024, General Tribal
265 Council directive to defer the Eviction & Termination law back to the Legislative Operating
266 Committee to remove the wording “alleged” or “allegations” in the law.

267 **D. Notice to Individuals.** The proposed amendments to the Law revise how notice of an early contract
268 termination or eviction is provided to individuals. Currently, section 610.5-3(d)(2) of the Law provides
269 that when providing notice to an occupant that is an individual, the owner shall use one of the following
270 methods: giving a copy of the notice personally to the occupant or by leaving a copy at the occupant’s
271 usual place of abode in the presence of some competent member of the occupant’s family at least
272 fourteen (14) years of age, who is informed of the contents of the notice, provided that the owner may
273 request that the notice be personally served to the occupant by the Oneida Police Department; leaving
274 a copy with any competent person apparently in charge of the premises or occupying the premises or a
275 part thereof, and by mailing a copy by first class mail to the occupant’s last-known address; if notice
276 cannot be given under subsection (A) or (B) with reasonable diligence, by affixing a copy of the notice
277 on an entrance to the rented premises where it can be conveniently read and by mailing a copy by first
278 class mail to the occupant’s last-known address; by mailing a copy of the notice by registered or
279 certified mail to the tenant at the tenant’s last-known address; by serving the occupant as prescribed in
280 the Rules of Civil Procedure for the service of a summons. The proposed amendments to the Law now
281 provide that when providing notice to an occupant that is an individual, the owner shall use both of the
282 following methods: by affixing a copy of the notice on an entrance to the rented or leased premises
283 where it can be conveniently read; and by mailing a copy of the notice by registered or certified mail
284 to the occupant at the occupant’s last-known address. [6 O.C.610.6-3].

- 285 ▪ *Effect.* The proposed amendments to the Law clarify and simplify how notice is provided to
286 occupants. The currently effective Law includes multiple ways to provide notice and is unclear
287 whether certain options for notice must be attempted first before others can be used. The proposed
288 amendments to the Law simply how notice is handled, and require that a copy of the notice is
289 affixed on an entrance to the rented or leased premises where it can be conveniently read in the
290 most efficient manner by the occupant, and by mailing a copy of the notice by registered or certified
291 mail to the occupant at the occupant’s last know address to provide a method of notice that is
292 efficient to prove occurred.

293 **E. Notice to Corporations or Partnerships.** The proposed amendments to the Law revise how notice of
294 an early contract termination or eviction is provided to individuals. Currently, section 610.5-3(d)(3) of
295 the Law provides that if notice is to be given to a corporation notice may be given by any method
296 provided in subsection (1) except that notice under subsection (1)(A) may be given only to an officer,
297 director, registered agent or managing agent, or left with an employee in the office of such officer or
298 agent during regular business hours. The Law then goes on to state that if notice is to be given to a
299 partnership, notice may be given by any method in subsection (1) except that notice under subsection

300 (1)(A) may be given only to a general partner or managing agent of the partnership, or left with an
301 employee in the office of such partner or agent during regular business hours, or left at the usual place
302 of abode of a general partner in the presence of some competent member of the general partner’s family
303 at least fourteen (14) years of age, who is informed of the contents of the notice. The proposed
304 amendments to the Law provide that if notice is to be given to a corporation or partnership, notice shall
305 be given the methods provided for in section 610.6-3, which provides how notice is given to individuals.
306 [6 O.C.610.6-4].

- 307 ▪ *Effect.* The proposed amendments to the Law clarify and simplify how notice is provided to
308 occupants that are corporations or partnerships by mirroring how notice is provided to individual
309 occupants.

310 **F. *Right to Cure for a Failure to Pay Rent.*** The proposed amendments to the Law now include a right
311 to cure for the failure to pay rent. Currently, section 610.5-3(a) of the Law provides that if an occupant
312 fails to pay any installment of rent when due, the occupant’s contract is terminated if the owner gives
313 the occupant notice requiring the tenant to pay rent or vacate on or before a date at least thirty (30)
314 calendar days after the giving of the notice and if the occupant fails to pay accordingly. The proposed
315 amendments add a new provision which provides that an occupant shall have a right to cure the failure
316 to pay rents after receiving a notice of termination, and that an occupant is deemed to be complying
317 with the notice if promptly upon receipt of such notice the occupant remedies the default by paying the
318 unpaid rent on or before the specified in the notice. [6 O.C.610.7-3]. The owner is not required to
319 provide an opportunity to cure for a subsequent violation of unpaid rents that occurs within one (1) year
320 from the giving of any notice for the failure to pay rents. [6 O.C.610.7-4].

- 321 ▪ *Effect.* The proposed amendments to the Law mandate that an occupant be given an opportunity to
322 cure their failure to pay rent before they may face the early termination of their contract and
323 eviction. This essentially creates a mandated warning by the owner and allows the occupant an
324 opportunity to correct their lease or rental agreement violation and prevent eviction and legal action.
325 This proposed amendment to the Law ensures that occupants are not immediately evicted for a
326 fixable mistake, such as a late rent payment, and provides an opportunity to maintain housing
327 stability for the occupants.

328 **G. *Right to Cure for Waste of Contract Breach.*** The proposed amendments to the Law further clarify the
329 right to cure for instances of waste or contract breach. Currently, section 610.5-3(b) provides that if an
330 occupant commits waste or breaches any covenant or condition of the occupant’s contract, other than
331 for payment of rent, the occupant’s tenancy is terminated if the owner gives the occupant a notice
332 requiring the occupant to remedy the default or vacate the premises on or before a date at least thirty
333 (30) calendar days after the giving of the notice, and if the occupant fails to comply with such notice.
334 The Law then further provides that an occupant is deemed to be complying with the notice if promptly
335 upon receipt of such notice the occupant takes reasonable steps to remedy the default and proceeds with
336 reasonable diligence, or if damages are adequate protection for the owner and the occupant makes a
337 bona fide and reasonable offer to pay the owner all damages for the occupant’s breach. The proposed
338 amendments to the Law provide further clarification by providing that an occupant shall have a right to
339 cure the waste or breach of contract after receiving a notice. of termination, and that the occupant is
340 deemed to be complying with the notice if promptly upon receipt of such notice the occupant and the
341 owner enter into a written agreement to cure that outlines the reasonable steps for the occupant to take
342 and timelines necessary to remedy the default, and the occupant then complies with reasonable the
343 agreement, or if damages are adequate protection for the owner and the occupant makes a bona fide

344 and reasonable offer to pay the owner all damages for the occupant’s breach. [6 O.C.610.8-3]. The
345 proposed amendments to the Law also clarify that the owner is not required to provide an opportunity
346 to cure for a subsequent violation of a waste or a breach of contract that occurs within one (1) year from
347 the giving of any notice for waste or a breach of contract. [6 O.C.610.8-4].

348 ▪ *Effect.* The proposed amendments to the Law clarify an occupant’s right to cure for waste or
349 contract breach, other than a failure to pay rent. The current Law already required that a notice be
350 given to the occupant for the waste or a contract breach requiring the occupant to remedy the default
351 or vacate the premises on or before a date at least thirty (30) calendar days after the giving of the
352 notice, but the current Law was not specific as to what remedying the default actually could mean,
353 which could lead to confusion or disagreements amongst the owners and occupants. The proposed
354 amendments to the Law now require the occupant and the owner to enter into a written agreement
355 to cure that outlines the reasonable steps for the occupant to take and timelines necessary to remedy
356 the default so that it is clear what needs to occur to avoid the early contract termination and eviction.

357 **H. *Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant.*** The proposed
358 amendments to the Law further clarify when a termination of a contract or eviction can occur for a
359 violation of an applicable law or rule or nuisance. Currently, section 610.5-3(c) of the Law provides
360 that the owner may terminate an occupant’s contract based on an alleged violation of an applicable law
361 or rule or if the occupant commits a nuisance act. A nuisance is currently defined in the Law in section
362 610.3-1(e) to mean an occupant’s interference with another occupant’s use and enjoyment of the
363 premises. The current Law then provides that nuisance activities include, but are not limited to,
364 allegations of harassment, disorderly conduct, battery, lewd and lascivious behavior, prostitution, theft,
365 possession of stolen property, arson, illegal drug activity, gambling, animal violations, trespassing,
366 weapons violations, habitual noise violations, execution of warrants, alcohol violations,
367 obstruction/resisting, inspection related calls in which a law enforcement agency responds. The
368 proposed amendments to the Law provide that in order for the owner to terminate an occupant’s contract
369 based on a violation of law, rule, or nuisance, the violation of law or rule, or the nuisance act shall be
370 an activity which: threatens the health or safety of, or right to peaceful enjoyment of the premises by,
371 other tenants; threatens the health or safety of, or right to peaceful enjoyment of their residences by,
372 persons residing in the immediate vicinity of the premises; threatens the health or safety of the owner
373 or an agent or employee of the owner; or engages in any drug-related criminal activity on or near the
374 premises. [6 O.C.610.9-1].

375 ▪ *Effect.* The proposed amendments to the Law clarify what type of nuisance or violation of law or
376 rule can lead to an early contract termination or eviction. There is a wide range of activities that
377 could constitute a nuisance or a violation of law or rule - ranging from very minor offenses to very
378 serious offenses. The proposed amendments to the Law were put in place to set a threshold for
379 nuisance activities or violations of law or rule so that only serious violations would apply – that is
380 why it is now required that the nuisance activity or violation of law or rule threaten the health or
381 safety of, or right to peaceful enjoyment of the premises by, other occupants; threaten the health or
382 safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate
383 vicinity of the premises; threatens the health or safety of the owner or an agent or employee of the
384 owner; or engages in any drug-related criminal activity on or near the premises.

385 **I. *Notice of Violation of a Law, Rule, or Notice.*** Section 610.5-3(c) of the Law requires that in order to
386 termination a contract for a violation of an applicable law, rule, or nuisance the owner must have
387 received notice, which may be from, but is not limited to, another occupant, law enforcement agency

388 or a local government’s office of the district attorney, which reports: a violation of an applicable law
389 or rule on behalf of the occupant or in the occupant’s unit, or a nuisance that exists in that occupant’s
390 unit or was caused by that occupant on the owner’s property. The proposed amendments to the Law
391 provide that in order to terminate for the violation of an applicable law, rule, or nuisance, the owner
392 has to receive notice from a law enforcement agency or a local government’s office of the district
393 attorney, which reports a violation of an applicable law or rule on behalf of the occupant or another
394 individual in the occupant’s unit, or a nuisance that exists in that occupant’s unit or was caused by that
395 occupant on the owner’s premises. [6 O.C.610.9-2].

- 396 ▪ *Effect.* The proposed amendments to the Law require that notification of a violation of law, rule,
397 or nuisance come from a law enforcement agency or a local government’s office of the district
398 attorney – no longer allowing notification to come from another occupant. This ensures that any
399 notification of a violation comes from a reputable source.

400 **J. *No Right to Cure for a Violation of Law, Rule, or Nuisance.*** The proposed amendments provide that
401 the owner shall not be required to provide an occupant an opportunity to cure for a violation of an
402 applicable law or rule or nuisance act. [6 O.C.610.9-3].

- 403 ▪ *Effect.* The proposed amendments to the Law clarify that an owner is not required to provide an
404 occupant an opportunity to cure for a violation of an applicable law, rule, or nuisance act – as an
405 early contract termination or eviction for these violations are intended to only apply when the
406 offenses are serious.

407 **K. *Contesting the Contract Termination.*** The proposed amendments to the Law provide greater clarity
408 and expand when an individual may contest a contract termination. Section 610.8-1 of the current Law
409 provides that the Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions
410 taken pursuant to this law. Section 610.5-3(c)(2) of the Law regarding evictions for a violation of an
411 applicable law, rule, or nuisance, is currently the only section that address contesting a contract
412 termination, and provides that the occupant may contest a termination based on a violation of applicable
413 law or rule or nuisance by filing a complaint challenging the basis of the eviction with the Oneida
414 Judiciary. Section 610.5-3(c)(3) of the current Law then goes on to provide that if the occupant contests
415 the termination prior to the termination date provided in the notice, the eviction is stayed and the
416 contract may not be terminated without proof to the Oneida Judiciary by the owner by the greater
417 preponderance of the credible evidence of the allegation that a violation of law and/or rule and/or
418 nuisance exists in that occupant’s unit or was caused by that occupant. The proposed amendments to
419 the Law move the provision about contesting a termination out from solely under the eviction for a
420 violation of an applicable law, rule, or nuisance section, and instead creates a whole new section of the
421 Law focused on contesting the contract termination. [6 O.C. 610.10]. The proposed amendments now
422 more generally provide that the occupant may contest a contract termination by filing a complaint
423 challenging the basis of the eviction with the Oneida Trial Court prior to the termination date provided
424 in the notice. [6 O.C. 610.10-1]. If the occupant contests the termination, the eviction is stayed and the
425 contract may not be terminated without proof to the Trial Court by the owner by the greater
426 preponderance of the credible evidence that the termination of contract was valid under this law. [6
427 O.C. 610.10-1(a)].

- 428 ▪ *Effect.* The proposed amendments to the Law clarify that the Law does not limit contesting a
429 contract termination or eviction to just one cause for eviction. The current Law only addresses
430 contesting a contract termination or eviction in regard to evictions for a violation of an applicable
431 law, rule, or nuisance. The proposed amendments to the Law reframe the provisions of the Law

432 addressing contesting a contract termination or eviction so it is clear that it applies to all causes for
433 early contract termination or eviction. The proposed amendments also provide greater clarity to the
434 owner on what proof needs to be presented to the Trial Court to combat the contestation of the
435 contract termination or eviction.

436 **L. *Failure to Vacate Following Notice of Eviction or Contract Expiration.*** The proposed amendments
437 to the Law vastly change what occurs if an occupant fails to vacate following the notice of eviction or
438 a contract expiration. In the currently effective law, section 610.6-1 provides that if an occupant fails
439 to vacate the premises following notice of termination based on eviction, occupant termination or
440 expiration and non-renewal of a contract, the owner shall secure and take possession of the premises
441 once the timeframe in the notice of termination has expired. The Law goes on to provide that the
442 Comprehensive Housing Division is required to contact the Oneida Police Department to request that
443 an Oneida Police Officer be on the scene while the locks are being changed. In the event the occupant
444 has left personal property in the home, the occupant may retrieve the said personal property by
445 contacting the Comprehensive Housing Division staff listed on the notice of termination. The
446 Comprehensive Housing Division is required to hold personal property for a minimum of five (5)
447 business days, where a business day is Monday through Friday from 8:00 a.m. to 4:30 p.m. and excludes
448 holidays recognized by the Nation. The Comprehensive Housing Division is required to keep a written
449 log of the date and the work time the Comprehensive Housing Division’s staff expends storing and/or
450 removing personal property and/or removing/disposing of debris left at the premises after the expiration
451 of the timeframe provided in the notice of termination. The proposed amendments to the Law provide
452 that if an occupant fails to vacate the premises following notice of termination based on eviction,
453 occupant termination, or expiration and non-renewal of a contract, the owner may file an eviction action
454 with the Oneida Trial Court to remove the occupant from possession or occupancy of the premises. [6
455 O.C. 610.11-3]. The Law requires that the complaint be in writing and identify the parties and the
456 premises which is the subject of the action and state the facts which authorize the removal of the
457 occupant. [6 O.C. 610.11-3(e)]. The request for relief in the complaint shall be for the removal of the
458 occupant or the property or both and, if an additional claim is joined, for the other relief sought by the
459 owner. *Id.* The occupant can then plead to the complaint orally or in writing, except that if the owner’s
460 title is put in issue by the occupant, the answer shall be in writing and subscribed in the same manner
461 as the complaint. [6 O.C. 610.11-3(f)]. The proposed amendments to the Law also address such topics
462 related to the eviction action such as proper notice [6 O.C. 610.11-3(a)], acceptance of rent or other
463 payments [6 O.C. 610.11-3(b)], waiver [6 O.C. 610.11-3(c)], joinder of other claims [6 O.C. 610.11-
464 3(d)]. If the Oneida Trial Court finds that the termination and eviction occurred in accordance with this
465 law and the owner is entitled to possession, the Oneida Trial Court is then required to immediately enter
466 an order for judgment to the owner for the removal of the occupant and their property from the premises.
467 [6 O.C. 610.11-3(g)]. At the time of ordering judgment for the removal of the occupant and their
468 property from the premises, the Oneida Trial Court shall immediately order that a writ of removal be
469 issued, and the writ shall be delivered to both the Oneida Police Department and owner for execution.
470 [6 O.C. 610.11-3(h)]. No writ is to be executed if received by the Oneida Police Officer Department
471 and owner more than thirty (30) days after its issuance. *Id.* Upon delivery of a writ of removal to the
472 Oneida Police Department and the owner, an Oneida Police Department officer and the owner shall
473 execute the writ of removal within ten (10) days of the receipt of the writ. [6 O.C. 610.11-4]. No writ
474 is to be executed if received by the Oneida Police Officer Department and owner more than thirty (30)
475 days after its issuance. [6 O.C. 610.11-3(h)]. In executing the writ of removal the owner is responsible

476 for changing the locks on the premises and securing possession of the premises. [6 O.C. 610.11-
477 4(b)]. The Oneida Police Department officer is responsible for removing from the premises described
478 in the writ the occupant and all other persons found upon the premises, using such reasonable force as
479 is necessary, and remaining on scene while the owner changes the locks on the premises and secures
480 possession of the premises. [6 O.C. 610.11-4(a)]. The Law then addresses appeals of the Oneida Trial
481 Court’s decision and provides that an appeal in an eviction action shall be initiated with the Oneida
482 Court of Appeals within fifteen (15) days of the entry of judgment or order. [6 O.C. 610.11-3(i)]. The
483 Law then provides additional details on how matters are handled while the appeal is in progress.

484 **M. *Timing for the Return of the Security Deposit.*** The proposed amendments to the Law expand the
485 time allowed for returning the security deposit. Currently, section 610.7-5 of the Law provides that the
486 owner shall deliver or mail to an occupant the full amount of any security deposit paid by the occupant,
487 less any amounts that may be withheld within thirty (30) calendar days after any of the following: if
488 the occupant vacates the premises on the original termination date of the contract, the date on which
489 the contract terminates; if the occupant vacates the premises or is evicted before the original termination
490 date of the contract, the date on which the occupant’s rental agreement terminates or, if the owner re-
491 rents the premises before the occupant’s rental agreement terminates, the date on which the new
492 occupant takes occupancy/use of the premises; or if the occupant vacates the premises untimely or is
493 removed from the premises pursuant to an eviction action judgment and writ of restitution, the date on
494 which the owner learns that the occupant has vacated the premises or has been removed from the
495 premises. The proposed amendments to the Law expand the time allotted to return the security deposit
496 from thirty (30) calendar days to sixty (60) calendar days. [6 O.C. 610.12-5].

- 497 ▪ *Effect.* The proposed amendments to the Law expand the amount of time allowed to return the
498 security deposit from thirty (30) calendar days to sixty (60) calendar days in an effort to provide
499 owners greater time to determine what, if any, damages need to be withheld from the security
500 deposit.

501 **N. *Other Drafting Changes.*** The proposed amendments to the Law also make other drafting changes and
502 broad organizational changes.

503 **SECTION 6. EXISTING LEGISLATION**

504 **A. *Related Legislation.*** The following laws of the Nation are related to this Law:

- 505 ▪ ***Administrative Rulemaking Law.*** The Administrative Rulemaking law provides an efficient,
506 effective, and democratic process for enacting and revising administrative rules. [1 O.C. 106.1-2].
507 ▪ This Law delegates rulemaking authority to the Comprehensive Housing Division in
508 accordance with the Administrative Rulemaking law to develop create rules to further
509 govern the processes contained in this law related to the Nation’s residential contracts. [6
510 O.C. 610.4-1].
511 ▪ This Law delegates rulemaking authority to Land Management in accordance with the
512 Administrative Rulemaking law to develop rules to further govern the processes contained
513 in this law related to the Nation’s agricultural and business contracts. [6 O.C. 610.4-1].
514 ▪ The Law delegates administrative rulemaking authority to the Comprehensive Housing
515 Division to develop rules to further govern the disposition of personal property in relation
516 to the Nation’s residential contracts. [6 O.C. 610.11-4(b)].
517

- 518 ▪ The Law delegates administrative rulemaking authority to Land Management to develop
519 rules to further govern the disposition of personal property in relation to the Nation’s
520 business and agricultural and business contracts. [6 O.C. 610.11-4(b)].
- 521 ▪ Any rules made in accordance with the Law will have to follow the process and procedures
522 provided in the Administrative Rulemaking law.
- 523 ▪ **Landlord Tenant Law.** The Landlord Tenant law provides mechanisms for protecting the rights of
524 the landlords and tenants on all land owned by the Nation or Tribal members within the Reservation
525 boundaries. [6 O.C. 611.1-1].
- 526 ▪ The Eviction and Termination law defines occupant as a person or entity who has acquired
527 a legal right to use or occupy Tribal land by a lease under the Leasing law, or one who has
528 the right to use or occupy a property under a lease; or a person granted the right to use or
529 occupy a premises pursuant to a rental agreement in accordance with the Landlord Tenant
530 law. [6 O.C. 610.3-1(g)].
- 531 ▪ The Eviction and Termination law defines owner to mean the Nation when the Nation is
532 acting in its capacity as a lessor as defined in the Leasing law or lessee; or the Nation or
533 any person or entity within the Nation’s jurisdiction acting in its capacity as a landlord as
534 defined in the Landlord Tenant law. [6 O.C. 610.3-1(h)].
- 535 ▪ The Eviction and Termination law defines contract to mean either a lease document
536 pursuant to the Leasing law or a rental agreement pursuant to the Landlord Tenant law. [6
537 O.C. 610.3-1(c)].
- 538 ▪ A landlord subject to the Landlord Tenant law would be required to follow the procedures
539 of the Eviction and Termination law to terminate a contract and evict an occupant.
- 540 ▪ **Leasing Law.** The Leasing law sets out the Nation’s authority to issue, review, approve and enforce
541 leases. [6 O.C. 602.1-1]. In addition, the purpose of this law is to meet the requirements of the
542 Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act)
543 by establishing a process under which the Nation will be able to approve leases on tribal land
544 without additional approval of the Secretary of the Interior. *Id.*
- 545 ▪ The Eviction and Termination law defines owner to mean the Nation when the Nation is
546 acting in its capacity as a lessor as defined in the Leasing law or lessee; or the Nation or
547 any person or entity within the Nation’s jurisdiction acting in its capacity as a landlord as
548 defined in the Landlord Tenant law. [6 O.C. 610.3-1(h)].
- 549 ▪ The Eviction and Termination law defines contract to mean either a lease document
550 pursuant to the Leasing law or a rental agreement pursuant to the Landlord Tenant law. [6
551 O.C. 610.3-1(c)].
- 552 ▪ The Eviction and Termination law defines occupant as a person or entity who has acquired
553 a legal right to use or occupy Tribal land by a lease under the Leasing law, or one who has
554 the right to use or occupy a property under a lease; or a person granted the right to use or
555 occupy a premises pursuant to a rental agreement in accordance with the Landlord Tenant
556 law. [6 O.C. 610.3-1(g)].
- 557 ▪ The Eviction and Termination law provides that except for leases entered into pursuant to
558 the Leasing law, any termination provisions in a contract that are contrary to those provided
559 in this law are invalid. [6 O.C. 610.5-3].
- 560 ▪ A lessor subject to the Leasing law would be required to follow the procedures of the
561 Eviction and Termination law to terminate a contract and evict a lessee.

- 562 ▪ **Judiciary Law.** The Judiciary law establishes a Judiciary, and provides for the administration of
563 law, justice, judicial procedures and practices by the Nation as a sovereign nation by exercising the
564 inherent power to make, execute, apply and enforce its own law, and to apply its own customs and
565 traditions in matters affecting the Oneida people. [8 O.C. 801.1-1]. It is the policy of the Nation to
566 provide a fair and impartial forum for the resolution of all matters that come before it pursuant to a
567 grant of authorization by law. The Judiciary law provides that the Trial Court shall have subject
568 mater jurisdiction over cases and controversies arising under laws of the Nation that specifically
569 authorize the Trial Court to exercise jurisdiction. [8 O.C. 801.5-2(a)].
- 570 ▪ The Eviction and Termination law authorizes the Oneida Judiciary to exercise jurisdiction
571 to hear complaints filed regarding actions taken pursuant to this law. [6 O.C. 610.13-1].
- 572 ▪ **Oneida Judiciary Rules of Civil Procedure.** The Oneida Judiciary Rules of Civil Procedure
573 governs all civil actions that fall under the jurisdiction of the Nation to ensure that there is a
574 consistent set of rules governing the process for civil claims, in order to ensure equal and fair
575 treatment to all persons who come before the Tribal Courts to have their disputes resolved. [8 O.C.
576 803.1-1, 803.1-2]. The Oneida Judiciary Rules of Civil Procedure is followed by the Court, except
577 where other Court rules are more specific, then those laws shall supersede. [8 O.C. 803.4-6].
- 578 ▪ Actions before the Oneida Judiciary shall comply with the Oneida Judiciary Rules of Civil
579 Procedure, except where the Eviction and Termination law is more specific.
- 580 ▪ **Oneida Judiciary Rules of Evidence.** The Oneida Judiciary Rules of Evidence establishes rules of
581 evidence to apply in proceedings held in the Trial court and Family Court of the Oneida Judiciary
582 administer Court proceedings fairly, eliminate unjustifiable expense and delay, and promote the
583 development of evidence law, by obtaining the truth and securing a just determination. [8 O.C.
584 804.1-1, 804.1-2].
- 585 ▪ Actions before the Oneida Judiciary shall comply with the Oneida Judiciary Rules of
586 Evidence.
- 587 ▪ **Rules of Appellate Procedure.** The Rules of Appellate Procedure govern the procedure in all
588 actions and proceedings in the divisions that make up the Court of Appeals within the Judiciary
589 that fall under the jurisdiction of the Nation [8 O.C. 805.1-1]. It is the policy of the Nation that
590 these rules are to be liberally construed to ensure a speedy, fair, and inexpensive determination of
591 every appeal. [8 O.C. 805.1-2]. Any party to a civil action, who is aggrieved by a final judgment
592 or order of the Trial Court or original hearing body, may appeal to the Court of Appeals. [8 O.C.
593 805.5-1].
- 594 ▪ The Eviction and Termination law provides that an appeal in an eviction action shall be
595 initiated with the Oneida Court of Appeals within fifteen (15) days of the entry of judgment
596 or order. [6 O.C. 610.11-3(i)].
- 597 ▪ Actions before the Oneida Judiciary shall comply with the Rules of Appellate Procedure,
598 except where the Eviction and Termination law is more specific.
- 599 ▪ An example of this is the Rules of Appellate Procedure provides that such party shall
600 file with the Clerk a Notice of Appeal from such judgment or order, together with a
601 filing fee, as set by the Court, within thirty (30) days after the day such judgment or
602 order was rendered. [8 O.C. 805.5-2(a)]. The Eviction and Termination law provides
603 that an appeal in an eviction action shall be initiated with the Oneida Court of Appeals
604 within fifteen (15) days of the entry of judgment or order. [6 O.C. 610.11-3(i)].
605

606 **SECTION 7. OTHER CONSIDERATIONS**

607 A. *Fiscal Impact.* Under the Legislative Procedures Act, a fiscal impact statement is required for all
608 legislation except emergency legislation [*1 O.C. 109.6-1*]. Oneida Business Committee resolution BC-
609 10-28-20-A titled, “*Further Interpretation of ‘Fiscal Impact Statement’ in the Legislative Procedures*
610 *Act,*” provides further clarification on who the Legislative Operating Committee may direct complete
611 a fiscal impact statement at various stages of the legislative process, as well as timeframes for
612 completing the fiscal impact statement.

613 ▪ *Conclusion.* The Legislative Operating Committee has not yet requested a fiscal impact statement
614 from the Finance Administration.

615

Title 6. Property and Land - Chapter 610

~~**EVICTIION AND TERMINATION**~~

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- 610.1. Purpose and Policy
- 610.2. Adoption, Amendment, Repeal
- 610.3. Definitions
- 610.4. Administrative Rulemaking Authority
- 610.5. Early Contract Termination
- 610.6. Failure to Vacate Following Notice of Eviction or
Contract Expiration
- 610.7. Withholding From and Return of Security Deposits
- 610.8. Eviction and Termination Actions

EVICTON AND TERMINATION

610.1. Purpose and Policy	610.8. Eviction for Waste or Contract Breach other than Rent Payment
610.2. Adoption, Amendment, Repeal	610.9. Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant
610.3. Definitions	610.10. Failure to Vacate Following Notice of Eviction or Contract Expiration
610.4. Administrative Rulemaking Authority	610.11. Withholding From and Return of Security Deposits
610.5. Early Contract Termination	610.12. Eviction and Termination Actions
610.6. General Notice Requirements for Early Contract Termination	
610.7. Eviction for Failure to Pay Rents	

1
2
3 **610.1. Purpose and Policy**

4 610.1-1. *Purpose.* The purpose of this law is to provide consistent procedures ~~relating to the~~
5 ~~Nation’s rental and leasing programs~~ for terminating a contract and/or evicting an occupant which
6 affords the ~~applicant~~occupant due process and protects all parties involved.

7 610.1-2. *Policy.* It is the Nation’s policy to provide fair termination and eviction processes that
8 preserves the peace, harmony, safety, health, general welfare, and the Nation’s resources.

9
10 **610.2. Adoption, Amendment, Repeal**

11 610.2-1. This law was adopted by the Oneida Business Committee by resolution BC-10-12-16-
12 ~~A~~ and amended by resolution BC- - - - .

13 610.2-2. This law may be amended or repealed by the Oneida Business Committee or the Oneida
14 General Tribal Council pursuant to the procedures set out in the Legislative Procedures Act.

15 610.2-3. Should a provision of this law or the application thereof to any person or circumstances
16 be held as invalid, such invalidity shall not affect other provisions of this law which are considered
17 to have legal force without the invalid portions.

18 610.2-4. In the event of a conflict between a provision of this law and a provision of another
19 law, the provisions of this law shall control.

20 610.2-5. This law is adopted under the authority of the Constitution of the Oneida Nation.

21
22 **610.3. Definitions**

23 610.3-1. This section shall govern the definitions of words and phrases as used herein. All words
24 not defined herein shall be used in their ordinary and everyday sense.

25 (a) “Business day” means Monday through Friday from 8:00 a.m. to 4:30 p.m. and
26 excludes holidays recognized by the Nation.

27 (ab) “Comprehensive Housing Division” means the ~~entity responsible for housing~~
28 ~~matters specifically related to contracts governed by this law as defined by division within~~
29 ~~the Oneida Business Committee Resolution.~~¹Nation under the direction of the
30 Comprehensive Housing Division Director which consists of all residential services
31 offered by the Nation, including but not limited to, all rental programs, the rent-to-own
32 program, and the residential leasing programs.

¹~~See BC Resolution 09-27-17-H providing that the Comprehensive Housing Division means 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.~~

33 ~~(b)~~c) “Contract” means either a lease document pursuant to the Leasing law or a rental
34 agreement pursuant to the Landlord-Tenant law.

35 ~~(e)~~d) “Eviction” means to expel an occupant from the premises.

36 ~~(d)~~ “Nation” means the Oneida Nation.

37 ~~(e)~~e) “Law enforcement agency” means a governmental unit whose purpose is to prevent
38 and detect crime and enforce laws. For the Nation, law enforcement agencies include the
39 Oneida Police Department and the Zoning Administration.

40 ~~(e)~~e) “Nation” means the Oneida Nation.

41 ~~(f)~~f) “Nuisance” means an occupant’s interference with another occupant’s use and
42 enjoyment of the premises. Nuisance activities include, but are not limited to, allegations
43 of harassment, disorderly conduct, battery, lewd and lascivious behavior, prostitution,
44 theft, possession of stolen property, arson, illegal drug activity, gambling, animal
45 violations, trespassing, weapons violations, habitual noise violations ~~(as defined in the~~
46 ~~rules which the Land Commission and the Comprehensive Housing Division shall jointly~~
47 ~~establish)~~, execution of warrants, alcohol violations, obstruction/resisting, inspection
48 related calls in which a law enforcement agency responds.

49 ~~(f)~~g) “Occupant” means ~~the~~:

50 ~~(a)~~ a person or entity who has acquired a legal right to use or occupy Tribal land
51 by a lease under the Leasing law, or one who has the right to use or occupy a
52 property under a lease.

53 ~~(b)~~ a person granted the right to use or occupy a premises pursuant to a ~~lease or~~
54 rental agreement ~~entered into~~ in accordance with the ~~Leasing law or~~ Landlord-
55 Tenant law ~~respectively~~.

56 ~~(g)~~h) “Owner” means:

57 ~~(1)~~ the Nation ~~when the Nation is acting~~ in its capacity as a lessor as defined in the
58 Leasing law or ~~lessee~~; or

59 ~~(2)~~ the Nation or any person or entity within the Nation’s jurisdiction acting in its
60 capacity as a landlord as defined in the Landlord Tenant law.

61 ~~(h)~~i) “Periodic tenancy” means ~~when an occupant uses or occupies a premises without an~~
62 ~~effective and valid contract by paying rent on a periodic basis including, but not limited to,~~
63 ~~day-to-day, week-to-week, and month-to-month.~~

64 ~~(i)~~j) “Premises” means the property covered by a contract, including not only the real
65 property and fixtures, but also any personal property furnished by the owner pursuant to a
66 contract.

67 ~~(k)~~ “Rent” means the sum or amount agreed in the contract to be paid by the occupant to
68 the owner for exclusive possession of the ~~property~~premises for the period of time set by
69 the contract.

70 ~~(j)~~l) “Rental value” means the amount for which the premises might reasonably have
71 been rented, but not less than the amount actually paid or payable by the occupant for the
72 prior rental period, and includes the money equivalent of any obligations undertaken by
73 the occupant as part of the contract, such as regular property maintenance and repairs.

74 ~~(m)~~ “Rule” means a set of requirements, including citation fees and penalty schedules,
75 enacted in accordance with the Administrative Rulemaking law based on authority
76 delegated in this law in order to implement, interpret and/or enforce this law.

77 ~~(k)~~n) “Security ~~Deposit~~deposit” means a payment made to the owner by the occupant to
78 ensure that payments will be made and other responsibilities of the contract performed.

79 ~~(t)~~(o) “Stay of eviction” means the eviction process is temporarily halted.

80 (p) “Waste” means physical damage or deterioration caused to the premises, whether
81 intentional or negligent.

82
83 **610.4. Administrative Rulemaking Authority**

84 610.4-1. *Residential Contracts.* The ~~Land Commission and the~~ Comprehensive Housing
85 Division may ~~jointly~~ create rules to further govern the processes contained in this law related to
86 ~~the Nation’s~~ residential contracts.

87 610.4-2. *Agricultural and Business Contracts.* The ~~Land Commission and the~~ Division of Land
88 Management may ~~jointly~~ create rules to further govern the processes contained in this law related
89 to ~~the Nation’s~~ agricultural and business contracts.

90
91 **610.5. Early Contract Termination**

92 610.5-1. *Causes for Early Contract Termination.* The owner may terminate the contract prior
93 to the contract term and evict the occupant, if the occupant:

94 (a) Violates the terms of the contract;

95 (b) ~~Is alleged to have violated~~Violates any applicable law or rule; and/or

96 (c) ~~Is alleged to have committed one or more~~Commits an applicable nuisance
97 activitiesactivity.

98 610.5-2. *Domestic Abuse Defense to Eviction.* An occupant has a valid defense to eviction if ~~he~~
99 ~~or she alleges~~they provide that if not for the ~~alleged~~claimed domestic abuse, which is noticed to
100 the owner with any of the following documentation, there would not be cause for eviction under
101 section 610.5-1:

102 (a) An injunction order under Wis. Stat. 813.12(4) or any other law of the Nation protecting
103 the ~~tenant~~occupant from a co-~~tenant~~occupant;

104 (b) An injunction order under Wis. Stat. 813.122 or any other law of the Nation protecting
105 a child of the ~~tenant~~occupant from a co-~~tenant~~occupant;

106 (c) An injunction order under Wis. Stat. 813.125(4) or any other law of the Nation
107 protecting the ~~tenant~~occupant or child of the ~~tenant~~occupant from a co-~~tenant~~occupant,
108 based on the co-~~tenant’s~~occupant’s engaging in an act that would constitute sexual assault
109 under Wis. Stat. 940.225, 948.02 or 948.025, or stalking under Wis. Stat. 940.32, or
110 attempting or threatening to do the same;

111 (d) A condition of release under Wis. Ch. 969 ordering the co-~~tenant~~occupant not to contact
112 the ~~tenant~~occupant;

113 (e) A criminal complaint alleging that the co-~~tenant~~occupant sexually assaulted the
114 ~~tenant~~occupant or a child of the ~~tenant~~occupant under Wis. Stat. 940.225, 948.02 or
115 948.025;

116 (f) A criminal complaint alleging that the co-~~tenant~~occupant stalked the ~~tenant~~occupant or
117 a child of the ~~tenant~~occupant under Wis. Stat. 940.32; or

118 (g) A criminal complaint that was filed against the co-~~tenant~~occupant as a result of the co-
119 ~~tenant~~occupant being arrested for committing a domestic abuse offense against the
120 ~~tenant~~occupant under Wis. Stat. 968.075.

121 610.5-3. Contrary Provision in the Contract. Except for leases entered into pursuant to the
122 Leasing law, any termination provisions in a contract that are contrary to those provided in this
123 law are invalid.

610.6. General Notice Requirements for Early Contract Termination

610.6-1. Notice. This section governs the ~~amount of notice required to evict as well as the~~ manner and form of notice required.— When an owner provides notice in compliance with these requirements, the occupant is not entitled to possession or use of the premises after the date of the termination provided ~~in the notice.~~

610.6-2. Notice Content Requirements. Notices for the early termination of a contract and eviction required to be provided under this law shall include the following information:

(a) The violation of law or rule, committing of nuisance, or breach of the contract, with citations to the applicable law, rule, or contract clause;

(b) If the notice is pursuant to a failure to pay rents, the current delinquent balance due;

(c) If the notice is pursuant to waste or a breach of contract, other than the failure to pay rent:

(1) A statement that the occupant has a thirty (30) day period to cure;

(2) The date the period to cure expires and the termination becomes effective in the event occupant does not cure; and

(3) Potential consequences for failure to cure, which may include, but are not limited to eviction and the assessment of damages against the occupant.

(d) Statement that the occupant may request a hearing with the Oneida Trial Court prior to the effective date of the termination provided on the notice, and that, if the occupant timely files for a hearing, there is an automatic stay on the eviction pending the determination of the Oneida Trial Court; and

(e) The contact information for the owner or staff available to answer questions and/or hear concerns of the occupant related to the notice.

610.6-3. Notice to Individuals. When providing notice to an occupant that is an individual, the owner shall use both of the following methods:

(a) By affixing a copy of the notice on an entrance to the rented or leased premises where it can be conveniently read; and

(b) By mailing a copy of the notice by registered or certified mail to the occupant at the occupant's last-known address.

610.6-4. Notice to Corporations or Partnerships. If notice is to be given to a corporation or partnership, notice shall be given the methods provided for in section 610.6-3.

610.6-5. Notice to One (1) of Several Parties. If there are two (2) or more co-occupants of the same premises, notice given to one (1) is deemed to be given to the others also.

610.6-6. Effect of Actual Receipt of Notice. If notice is not properly given in accordance with this law, but is actually received by the other party, the notice is deemed to be properly given; but the burden is upon the owner alleging actual receipt to prove the fact by clear and convincing evidence.

~~(a)~~ **610.7. Eviction for Failure to Pay Rents-**

~~(1)~~ 610.7-1. The owner may terminate an occupant's contract if an occupant fails to pay any installment of rent when due₂.

610.7-2. Notice of Termination. In order to terminate the ~~occupant's contract is terminated if~~₂ the owner ~~gives~~shall give the occupant written notice requiring the ~~tenant~~occupant to pay rent or vacate on or before a date at least thirty (30) calendar days after the giving of the notice₂, and if the occupant fails to pay the unpaid rents accordingly.

~~(2)~~ 610.7-3. Right to Cure. An occupant ~~has been given~~shall have a right to cure the failure to pay rents after receiving a notice ~~under 610.5-3(a)(1) and has paid the of~~

171 termination. An occupant is deemed to be complying with the notice if promptly upon receipt of
172 such notice the occupant remedies the default by paying the unpaid rent on or before the specified
173 date, or been permitted by the owner to remain in possession contrary to such the notice, and
174 thereafter.

175 610.7-4. Subsequent Violations. If within one (1) year from the giving of any notice for the failure
176 to pay rents, the occupant again fails to pay a subsequent installment of rent on time within one
177 (1) year of said notice, the occupant’s contract is terminated if the owner, while the occupant is in
178 default in payment of rent, gives the occupant notice to vacate on or before a date at least fourteen
179 (14) calendar days after the giving of the notice. The owner shall not be required to provide an
180 opportunity to cure for a subsequent violation of unpaid rents.

181
182 **(b) 610.8. Eviction for Waste or Contract Breach other than Rent Payment-**

183 ~~(1)~~ 610.8-1. The owner may terminate an occupant’s contract if the occupant
184 commits waste or breaches any covenant or condition of the occupant’s contract, other than for
185 payment of rent.

186 610.8-2. Notice of Termination. In order to terminate the occupant’s tenancy is terminated
187 if contract, the owner gives shall give the occupant a written notice requiring the occupant to remedy
188 the default or vacate the premises on or before a date at least thirty (30) calendar days after the
189 giving of the notice, and if the occupant fails to comply with such remedy the default.

190 610.8-3. Right to Cure. An occupant shall have a right to cure the waste or breach of contract after
191 receiving a notice of termination. An occupant is deemed to be complying with the notice if
192 promptly upon receipt of such notice the occupant takes and the owner enter into a written
193 agreement to cure that outlines the reasonable steps for the occupant to take and timelines
194 necessary to remedy the default, and proceeds the occupant then complies with reasonable
195 diligence the agreement, or if damages are adequate protection for the owner and the occupant
196 makes a bona fide and reasonable offer to pay the owner all damages for the occupant’s breach.

197 ~~(2)~~ 610.8-4. Subsequent Violations. If within one (1) year from the giving of any
198 notice under 610.5-3(b)(1), for waste or breaching any covenant or condition of the occupant’s
199 contract, the occupant again commits waste or breaches the same or any other covenant or
200 condition of the occupant’s contract, other than for payment of rent, the occupant’s contract is
201 terminated if the owner, prior to the occupant’s remedying the waste or breach, gives the occupant
202 notice to vacate on or before a date at least fourteen (14) calendar days after the giving of the
203 notice. The owner shall not be required to provide an opportunity to cure for a subsequent violation
204 of waste or a breach of contract.

205 ~~(e)~~
206 **610.9. Eviction for Violation of Applicable Law or Rule or Nuisance by Occupant**

207 610.9-1. The owner may terminate an occupant’s contract based on an alleged a violation
208 of an applicable law or rule, or if the occupant commits a nuisance act.

209 ~~(1)~~ In order for the owner to terminate an occupant’s contract based on this section,
210 the owner must have violation of law or rule, or the nuisance act shall be an activity which:

211 (a) threatens the health or safety of, or right to peaceful enjoyment of the premises by, other
212 tenants;

213 (b) threatens the health or safety of, or right to peaceful enjoyment of their residences by,
214 persons residing in the immediate vicinity of the premises;

215 (c) threatens the health or safety of the owner or an agent or employee of the owner; or

216 (d) engages in any drug-related criminal activity on or near the premises.

217 610.9-2. Notice of Violation. In order to terminate based on this section, it is required that the
218 owner received notice, ~~which may be~~ from, ~~but is not limited to, another occupant,~~ a law
219 enforcement agency or a local government's office of the district attorney, which reports:

- 220 (A) ~~_____~~ a) a violation of an applicable law or rule on behalf of the occupant or
221 another individual in the occupant's unit, or
222 (B) b) a nuisance that exists in that occupant's unit or was caused by that occupant on the
223 owner's ~~property~~ premises.

224 610.9-3. Notice of Termination. In order to terminate the contract, the owner shall give the
225 occupant written notice requiring the occupant to vacate on or before a date at least five (5)
226 calendar days after the giving of the notice.

227 ~~(2) — The occupant may contest a termination based on~~ 610.9-4. No Right to Cure. The owner
228 shall not be required to provide an occupant an opportunity to cure for a violation of an applicable
229 law or rule or nuisance act.

231 610.10. Contesting the Contract Termination

232 610.10-1. Contesting the Termination. The occupant may contest a contract
233 termination by filing a complaint challenging the basis of the eviction with the
234 Oneida ~~Judiciary~~.

235 ~~(3) — _____~~ If the occupant contests the termination Trial Court prior to the
236 termination date provided in the notice.

237 (a) If the occupant contests the termination, the eviction is stayed and the contract may not
238 be terminated without proof to the Oneida ~~Judiciary~~ Trial Court by the owner by the greater
239 preponderance of the credible evidence that the termination of the ~~allegation that a violation~~
240 ~~of law and/or rule and/or nuisance exists in that occupant's unit or contract~~ was caused by
241 that occupant valid under this law.

242 (4) ~~_____~~ b) Despite an owner's satisfaction of the proof requirements ~~in section~~
243 ~~610.5(c)(3)~~, the Oneida ~~Judiciary~~ Trial Court may, at its discretion, stay an eviction by
244 honoring any alternative agreement regarding pending actions entered into by the occupant
245 and a court of competent jurisdiction pending successful completion of the alternative
246 agreement.

247 ~~(d) Content, Form and Manner of Giving Notice-~~

248 ~~(1) Notice Content.~~ Notices required to be provided under this law shall include
249 the following:

250 ~~(A) The violation of law and/or rule, committing of nuisance and/or breach~~
251 ~~of the contract, with citations to the applicable law, rule and/or contract~~
252 ~~elause;~~

253 ~~(B) — _____~~ If the notice is pursuant to section

254 ~~610.5-3(a), the current delinquent balance due;~~

255 ~~(C) If the notice is pursuant to section 610.5-3(a) or (b):~~

256 ~~(i) A statement that the occupant has a thirty (30) day period to~~
257 ~~cure;~~

258 ~~(ii) The date the period to cure expires and the termination becomes~~
259 ~~effective in the event occupant does not cure; and~~

260 ~~(iii) Potential consequences for failure to cure, which may include,~~
261 ~~but are not limited to eviction and the assessment of damages against~~
262 ~~the occupant.~~

263 ~~(D) If notice is pursuant to section 610.5-3(e), a statement that the occupant~~
264 ~~may request a hearing with the Oneida Judiciary prior to the effective date~~
265 ~~of the termination provided on the notice, and that, if the occupant timely~~
266 ~~files for a hearing, there is an automatic stay on the eviction pending the~~
267 ~~determination of the Oneida Judiciary;~~

268 ~~(E) The contact information for the Comprehensive Housing Division staff~~
269 ~~available to answer questions and/or hear concerns of the occupant related~~
270 ~~to the notice.~~

271 ~~(2) *Notice to Individuals.* When providing notice to an occupant that is an~~
272 ~~individual, the owner shall use one of the following methods:~~

273 ~~(A) Giving a copy of the notice personally to the occupant or by leaving a~~
274 ~~copy at the occupant's usual place of abode in the presence of some~~
275 ~~competent member of the occupant's family at least fourteen (14) years of~~
276 ~~age, who is informed of the contents of the notice, provided that the owner~~
277 ~~may request that the notice be personally served to the occupant by the~~
278 ~~Oneida Police Department;~~

279 ~~(B) Leaving a copy with any competent person apparently in charge of the~~
280 ~~premises or occupying the premises or a part thereof, and by mailing a copy~~
281 ~~by first class mail to the occupant's last-known address;~~

282 ~~(C) If notice cannot be given under subsection (A) or (B) with reasonable~~
283 ~~diligence, by affixing a copy of the notice on an entrance to the rented~~
284 ~~premises where it can be conveniently read and by mailing a copy by first~~
285 ~~class mail to the occupant's last-known address;~~

286 ~~(D) By mailing a copy of the notice by registered or certified mail to the~~
287 ~~tenant at the tenant's last-known address;~~

288 ~~(E) By serving the occupant as prescribed in the Rules of Civil Procedure~~
289 ~~for the service of a summons.~~

290 ~~(3) *Notice to Corporations or Partnerships.* If notice is to be given to a corporation~~
291 ~~notice may be given by any method provided in subsection (1) except that notice~~
292 ~~under subsection (1)(A) may be given only to an officer, director, registered agent~~
293 ~~or managing agent, or left with an employee in the office of such officer or agent~~
294 ~~during regular business hours. If notice is to be given to a partnership, notice may~~
295 ~~be given by any method in subsection (1) except that notice under subsection (1)(A)~~
296 ~~may be given only to a general partner or managing agent of the partnership, or left~~
297 ~~with an employee in the office of such partner or agent during regular business~~
298 ~~hours, or left at the usual place of abode of a general partner in the presence of some~~
299 ~~competent member of the general partner's family at least fourteen (14) years of~~
300 ~~age, who is informed of the contents of the notice.~~

301 ~~(4) *Notice to One (1) of Several Parties.* If there are two (2) or more co-occupants of the same~~
302 ~~premises, notice given to one (1) is deemed to be given to the others also.~~

303 ~~(5) *Effect of Actual Receipt of Notice.* If notice is not properly given by one (1) of~~
304 ~~the methods specified in this section, but is actually received by the other party, the~~
305 ~~notice is deemed to be properly given; but the burden is upon the owner alleging~~
306 ~~actual receipt to prove the fact by clear and convincing evidence.~~

307 ~~(e) — *Contrary Provision in the Contract.* Except for leases entered into pursuant to the~~
308 ~~Leasing law, any termination provisions in a contract that are contrary to those provided in this~~
309 ~~law are invalid.~~

311 **610.611. Failure to Vacate Following Notice of Eviction or Contract Expiration**

312 610.11-1. *Effect of Failure to Vacate.* A failure to vacate following notice of termination based
313 on eviction, occupant termination, or expiration and non-renewal of a contract does not in any
314 circumstances, regardless of acceptance of rent payments, create a periodic tenancy.

315 610.11-2. *Damages for Failure to Vacate.* If an occupant remains in possession of the premises
316 without consent of the owner after notice of termination based on eviction, occupant termination,
317 or expiration and non-renewal of a contract, the owner may, at the owner’s discretion, recover
318 from the occupant damages suffered by the owner because of the failure of the occupant to vacate
319 within the time required.

320 (a) In absence of proof of greater damages, the owner shall recover as minimum damages
321 twice the rental value apportioned on a daily basis for the time the occupant remains in
322 possession. Nothing in this section prevents the owner from seeking and recovering any
323 other damages to which the owner may be entitled.

324 ~~610.6-1. — *Changing 11-3. Commencement of Locks and Removal of Occupant*~~ Eviction Action. If
325 an occupant fails to vacate the premises following notice of termination based on eviction,
326 occupant termination, or expiration and non-renewal of a contract, the owner ~~shall secure and~~
327 ~~take~~ may file an eviction action with the Oneida Trial Court to remove the occupant from
328 possession or occupancy of the premises once the timeframe in the notice of termination has
329 expired.

330 ~~(a) — *Proper Notice for Eviction Action.* The Comprehensive Housing Division~~ owner’s
331 proof of notice terminating tenancy under this law through certified mail from the United
332 States post office shall ~~contact~~ be sufficient to establish that proper notice has been provided
333 for the purpose of filing a complaint or otherwise demonstrating that proper notice has been
334 given in an eviction action, and an affidavit of service may not be requested to establish
335 that proper notice has been provided.

336 (b) *Acceptance of Rent or Other Payment.* If an owner commences an action under this
337 section against an occupant whose occupancy has been terminated for failure to pay rent
338 or for any other reason, the action under this section may not be dismissed because the
339 owner accepts past due rent or any other payment from the occupant after serving notice
340 of default or after commencing the action.

341 (c) *No Waiver.* It shall not be a defense to an action of eviction or a claim for damages
342 that the owner or occupant has previously waived any violation or breach of any of the
343 terms of the contract including, but not limited to, the acceptance of rent or that a custom
344 or practice occurred or developed between the parties in connection with the contract so as
345 to waive or lessen the right of the owner or occupant to insist upon strict performance of
346 the terms of the contract.

347 (d) *Joinder of Other Claims.* The owner may join with the claim for restitution of the
348 premises any other claim against the occupant arising out of the occupant’s possession or
349 occupancy of the premises.

350 (e) *Complaint.* The complaint shall be in writing and identify the parties and the premises
351 which is the subject of the action and state the facts which authorize the removal of the
352 occupant. The description of real property is sufficient, whether or not it is specific, if it

353 reasonably identifies what is described. A description by street name and number is
354 sufficient. If the complaint relates only to a portion of described real estate, that portion
355 shall be identified. If a claim in addition to the claim for restitution is joined, the claim shall
356 be separately stated. The request for relief in the complaint shall be for the removal of the
357 occupant or the property or both and, if an additional claim is joined, for the other relief
358 sought by the owner.

359 (f) *Occupant's Pleading.* The occupant may plead to the complaint orally or in writing,
360 except that if the owner's title is put in issue by the occupant, the answer shall be in writing
361 and subscribed in the same manner as the complaint.

362 (g) *Order for Judgment.* In an eviction action, if the Oneida Trial Court finds that the
363 termination and eviction occurred in accordance with this law and the owner is entitled to
364 possession, the Oneida Trial Court shall immediately enter an order for judgment to the
365 owner for the removal of the occupant and their property from the premises.

366 (h) *Writ of Removal.* At the time of ordering judgment for the removal of the occupant
367 and their property from the premises, the Oneida Trial Court shall immediately order that
368 a writ of removal be issued, and the writ shall be delivered to both the Oneida Police
369 Department ~~to request that an~~ and owner for execution. No writ shall be executed if
370 received by the Oneida Police ~~Officer~~ ~~be~~ Department and owner more than thirty (30) days
371 after its issuance.

372 (i) *Appeal.* An appeal in an eviction action shall be initiated with the Oneida Court of
373 Appeals within fifteen (15) days of the entry of judgment or order.

374 (1) No appeal by an occupant for an order for judgment for restitution of the
375 premises may stay proceedings on the judgment unless the appellant serves and
376 files with the notice of appeal an undertaking to the owner, in an amount and with
377 surety approved by the judge who ordered the entry of judgment.

378 (2) The undertaking shall provide that the appellant will pay all costs and
379 disbursements of the appeal which may be taxed against the appellant, obey the
380 order of the Oneida Court of Appeals upon the appeal and pay all rent and other
381 damages accruing to the owner during the pendency of the appeal.

382 (3) Upon service and filing of this undertaking, all further proceedings in
383 enforcement of the judgment appealed from are stayed pending the determination
384 of the appeal.

385 (4) Upon service by the appellant of a copy of the notice and appeal and approved
386 undertaking upon the Oneida Police Department holding an issued but unexecuted
387 writ of restitution or of execution, the Oneida Police Department shall promptly
388 cease all further proceedings pending the determination of the appeal.

389 (5) If the occupant fails to pay rent when due, or otherwise defaults in the terms of
390 the undertaking, the payment guaranteed by the undertaking with surety shall be
391 payable immediately to the owner and shall not be held in escrow by the court.

392 (6) Upon the failure of the occupant to pay rent when due, or upon other default by
393 the occupant in the terms of the undertaking, the stay of proceedings shall be
394 dismissed and the Oneida Police Department shall immediately execute the writ of
395 restitution.

396 610.11-4. *Execution of Writ of Removal.* Upon delivery of a writ of removal to the Oneida Police
397 Department and the owner, an Oneida Police Department officer and the owner shall execute the
398 writ of removal within ten (10) days of the receipt of the writ.

- 399 (a) In executing the writ of removal the Oneida Police Department officer shall:
400 (1) Remove from the premises described in the writ the occupant and all other
401 persons found upon the premises, using such reasonable force as is necessary.
402 (2) Remain on scene while the owner changes the locks are being changed on the
403 premises and secures possession of the premises.

404 ~~(b)~~ (b) In executing the writ of removal the owner shall change the locks on the
405 premises and secure possession of the premises.

406 610.11-5. Disposal of Personal Property. In the event the occupant has left personal
407 property in the ~~home~~ premises, the occupant may retrieve the said personal property by
408 contacting the ~~Comprehensive Housing Division~~ owner or staff listed on the notice of
409 termination. ~~The Comprehensive Housing Division~~ The owner shall hold personal property
410 for a minimum of five (5) business days, ~~where a business day is Monday through Friday~~
411 ~~from 8:00 a.m. to 4:30 p.m. and excludes holidays recognized by the Nation.~~

412 ~~(4.)~~

413 (a) The Comprehensive Housing Division ~~owner~~ shall keep a written log of the date and
414 the work time the ~~Comprehensive Housing Division's~~ owner or owner's staff expends
415 storing and/or removing personal property and/or removing/disposing of debris left at the
416 premises after the expiration of the timeframe provided in the notice of termination.

417 (2b) The Land Commission and the Comprehensive Housing Division shall jointly create
418 rules further governing the disposition of personal property in relation to the Nation's
419 residential contracts and the ~~Land Commission and the~~ Division of Land Management shall
420 jointly create rules further governing the disposition of personal property in relation to the
421 Nation's business and agricultural ~~and business~~ contracts.

422 ~~610.6 2. Effect of Failure to Vacate. A failure to vacate following notice of termination based~~
423 ~~on eviction, occupant termination or expiration and non-renewal of a contract does not in any~~
424 ~~circumstances, regardless of acceptance of rent payments, create a periodic tenancy. For the~~
425 ~~purposes of this section, a periodic tenancy means when an occupant uses/occupies a premises~~
426 ~~without an effective and valid contract by paying rent on a periodic basis including, but not limited~~
427 ~~to, day to day, week to week and month to month.~~

428 ~~610.6 3. Damages for Failure to Vacate. If an occupant remains in possession of the~~
429 ~~premises without consent of the owner after notice of termination based on eviction,~~
430 ~~occupant termination or expiration and non-renewal of a contract, the owner may, at the~~
431 ~~owner's discretion, recover from the occupant damages suffered by the owner because of~~
432 ~~the failure of the occupant to vacate within the time required. In absence of proof of greater~~
433 ~~damages, the landlord shall recover as minimum damages twice the rental value~~
434 ~~apportioned on a daily basis for the time the occupant remains in possession. As used in~~
435 ~~this section, rental value means the amount for which the premises might reasonably have~~
436 ~~been rented, but not less than the amount actually paid or payable by the occupant for the~~
437 ~~prior rental period, and includes the money equivalent of any obligations undertaken by~~
438 ~~the occupant as part of the contract, such as regular property maintenance and repairs.~~
439 ~~Nothing in this section prevents the owner from seeking and recovering any other damages~~
440 ~~to which the owner may be entitled.~~

441 (c) The owner may recover from the occupant damages suffered by the owner for the
442 storing or removing of personal property, and the removing or disposing of debris left at
443 the premises after the expiration of the timeframe provided in the notice of termination.
444

445 **610.712. Withholding From and Return of Security Deposits**

446 610.712-1. *Applicability.* This section applies only to contracts that require a security deposit.

447 610.712-2. *Standard Withholding Provisions.* When the owner returns a security deposit to an
448 occupant after the occupant vacates the premises, the owner may withhold from the full amount of
449 the security deposit only amounts reasonably necessary to pay for any of the following:

- 450 (a) Occupant damage, waste, or neglect of the premises;
451 (b) Unpaid rent for which the occupant is legally responsible;
452 (c) Payment that the ~~tenant~~occupant owes under the contract for utility service provided
453 by the owner but not included in the rent;
454 (d) Payment that the ~~tenant~~occupant owes for direct utility service provided by a
455 government-owned utility, to the extent that the ~~landlord~~owner becomes liable for the
456 ~~tenant's~~occupant's nonpayment.
457 (e) Unpaid monthly municipal permit fees assessed against the occupant by a local unit of
458 government, to the extent that the owner becomes liable for the occupant's nonpayment;
459 and
460 (f) Any other payment for a reason provided in a nonstandard provision document
461 described in 610.711-3.

462 610.712-3. *Nonstandard Withholding Provisions.* A contract may include one or more nonstandard
463 withholding provisions that authorize the owner to withhold amounts from the occupant's security
464 deposit for reasons not specified in 610.711-2(a) through (f).

465 (a) The owner shall provide any such nonstandard withholding provisions to the occupant
466 in a separate written document entitled "Nonstandard Withholding Provisions."

467 (b) The owner shall specifically identify each nonstandard withholding provision with the
468 occupant before the occupant enters into a contract with the owner.

469 (c) If the occupant signs ~~his or her~~their name, or writes ~~his or her~~their initials, by a
470 nonstandard withholding provision, it is rebuttably presumed that the owner has
471 specifically identified the nonstandard withholding provision with the occupant and that
472 the occupant has agreed to it.

473 610.712-4. *Normal Wear and Tear.* This section does not authorize the owner to withhold any
474 amount from a security deposit for normal wear and tear, or for other damages or losses for which
475 the occupant cannot reasonably be held responsible under the terms of the contract, and applicable
476 laws and/or rules of the Nation.

477 610.712-5. *Timing for Return of the Security Deposit.* The owner shall deliver or mail to an
478 occupant the full amount of any security deposit paid by the occupant, less any amounts that may
479 be withheld ~~under subsections 610.7-2 and 610.7-3~~, within ~~thirty (30)~~sixty (60) calendar days after
480 any of the following:

481 (a) If the occupant vacates the premises on the original termination date of the contract, the
482 date on which the contract terminates.

483 (b) If the occupant vacates the premises or is evicted before the original termination date
484 of the contract, the date on which the occupant's rental agreement terminates or, if the
485 owner re-rents the premises before the occupant's rental agreement terminates, the date on
486 which the new occupant takes occupancy/use of the premises.

487 (c) If the occupant vacates the premises untimely or is removed from the premises pursuant
488 to ~~610.6-1~~an eviction action judgment and writ of restitution, the date on which the owner
489 learns that the occupant has vacated the premises or has been removed from the premises
490 ~~under section 610.6-1~~.

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610.813. Eviction and Termination Actions

610.813-1. The Oneida Judiciary is granted jurisdiction to hear complaints filed regarding actions taken pursuant to this law.

610.813-2. 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.

~~610.8 3. The owner is the Comprehensive Housing Division in regards to taking actions authorized under this law and complaints filed with the Oneida Judiciary shall name the Comprehensive Housing Division and the specific program.~~

End.

Adopted – BC-10-12-16-A
~~Amended – BC- - - -~~