

**SAUK-SUIATTLE INDIAN TRIBE
EVICTIONS ORDINANCE**

I. CHAPTER ONE: GENERAL PROVISIONS

Section 1.010 Title.

This Ordinance shall be known as the “Sauk-Suiattle Evictions Ordinance.”

Section 1.020 Purpose.

The purpose of this Ordinance is to govern eviction actions. The Sauk-Suiattle Indian Tribe has the authority to establish this Ordinance pursuant to the Sauk-Suiattle Tribal Constitution. Nothing in this Ordinance shall waive the sovereign immunity of the Sauk-Suiattle Indian Tribe. This Ordinance shall be interpreted and followed to give effect to these purposes.

Section. 1.030 Jurisdiction.

Jurisdiction to interpret this Ordinance shall be the courts of the Sauk-Suiattle Indian Tribe. It is the intent of the Sauk-Suiattle Tribe to assert its jurisdiction over all tribal housing matters, both on and off the Reservation. The Sauk-Suiattle Indian Tribe retains jurisdiction over all residents and guests of its tribal housing. The Tribal Courts shall have exclusive jurisdiction to hear and determine an action for eviction of Tenants that reside in tribal housing.

Section 1.040 Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance, or the application of the provision to other persons or circumstances is not affected, and to this end the provisions of this Ordinance are declared to be severable.

Section 1.050 Definitions.

The purpose of this section is to provide definition of legal terms in order to promote understanding and use of this Ordinance. The following terms, whenever used or referred to in this Ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

- A. “Days” means calendar days. Calculation of days includes weekends and holidays.
- B. “Department” means the Sauk-Suiattle Tribal Housing Department.
- C. “Drug Related Criminal Activity” means any activity involving drugs that would constitute an offense under the Sauk-Suiattle Law and Order Code.
- D. “Housing Committee” means the group of individuals appointed by the Tribal Council to serve on the Sauk-Suiattle Tribal Housing Committee.
- E. “Housing Department” means the Sauk-Suiattle Housing Department.
- F. “Federal Government” includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporation or otherwise, of the United States of America.
- G. “Lessor” means the Sauk-Suiattle Housing Department or such other person or entity that shall have an interest in real property, which for a limited time has been leased or

- rented to another. The term lessor shall include the Sauk-Suiattle Housing Department when it has leased real property under a Home Ownership and Occupancy agreement, rental/lease agreement, or other similar arrangement whereby the tenant may on certain conditions obtain ownership of the occupied house at the end of occupancy under the agreement.
- H. “Nuisance” means the maintenance on real property of a condition which:
 - i. Unreasonably threatens the health or safety of the public or neighboring land users; or
 - ii. Unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.
 - I. “Tenant” means any person who occupies real property under a lease/rental agreement or other agreement with a Lessor as defined in this Section.
 - J. “Unlawful Detainer” means a suit brought in the Tribal Court to terminate a tenant’s interest in real property and/or to evict any person from occupancy of real property.
 - K. “Waste” means spoil or destruction by a tenant of land, buildings, gardens, trees or other improvements which result in substantial injury to the lessor’s interest in the property.
 - L. “Writ of Restitution” means an order of the Tribal Court:
 - i. Restoring an owner or lessor to possession of real property; and
 - ii. Evicting a tenant or other occupant therefrom.

II. CHAPTER TWO: UNLAWFUL DETAINER

Section 2.010 Unlawful Detainer.

A tenant or other occupier of land shall be guilty of “Unlawful Detainer” if such person shall continue in occupancy of real property under any of the following situations:

- A. Without the requirement of any notice:
 - 1. After the expiration of the term of any Lease or Sublease;
 - 2. If such person has entered into or remains on the real property of another without the permission of the owner and without having any substantial claim under a Lease or title to such property; or
 - 3. The Sauk-Suiattle Housing Department has terminated a person’s tenancy pursuant to the Housing Ordinance Section 6.030, and tenant has not vacated the premises.
- B. After receiving thirty (30) days notice, the tenant or occupier remains in possession of the property contrary to the terms of any of these notices:
 - 1. That tenant is in default in the payment of rent, and that he shall pay the rent or surrender possession of the property; or
 - 2. That the lease of the property is month-to-month or some other period and the lease will terminate at the end of the month or period.

- C. After Having Received fourteen (14) days notice:
 - 1. When such person shall continue to fail to keep or perform any condition or covenant of any Lease or other agreement under which the property is held after he or she has been given notice to comply with such condition or covenant or else to surrender the property; or
 - 2. When such person continues to commit Waste upon or maintain a Nuisance upon the occupied property after having been given notice to either cease such Waste or Nuisance or to surrender the property; or
 - 3. When such person has received notice to vacate the premises because there is substantial evidence that the tenant has engaged in Drug Related Criminal Activity, or other criminal activity which immanently threatens health, safety, or the right to peaceable enjoyment of neighboring properties; provided that a conviction shall not be required in such instances.
- D. After having received seven (7) days notice: when such person violates a material covenant of any Lease or agreement designed to protect the health and safety of persons. However, in situations where there is an emergency, such as a fire or conditions making the dwelling unsafe or uninhabitable, or in situations involving an immanent or serious threat to public health or safety, the notice may be made in a period of time that is reasonable under the circumstances.

II. CHAPTER THREE: EVICTION PROCEDURE

Section 3.010 Complaint and Summons.

The owner or lessor of real property shall commence an action for Unlawful Detainer by filing with the Tribal Court, in writing, the following documents:

- A. A complaint, signed by the owner, lessor, an agent or attorney, containing:
 - 1. Name(s) of the tenant;
 - 2. A factual statement summarizing the grounds for eviction;
 - 3. A description of the property so it can be identified with reasonable certainty;
 - 4. A copy of the following documents:
 - a. Rental Agreement between the tenant and lessor; or
 - b. The tenant's signed copy of HOA or documentation verifying that the tenant has received and is aware of the contents of the Agreement;

- c. All notices sent to tenant pursuant to Section 2.010; or
 - d. All “Notices of Delinquency” or “Notice of Breach” served upon the tenant, if applicable;
 - e. The “Notice of Termination,” if applicable;
 - f. The written notification of the decision of the Housing Committee to terminate, as per the Housing Ordinance Section 6.030, if applicable.
5. Any claims for damages or compensation due from the person to be evicted.
- B. A summons, issued as in other cases, requiring the defendants to appear for a trial upon the complaint on a date and time specified in the summons. The hearing specified in the summons shall be not less than fourteen (14) nor more than forty-five (45) days from the date of service of the summons and complaint. The summons must notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless within ten (10) days they file with the court an answer and appear for trial at the time, date and place specified in the summons.

Section 3.020 Service of Notice.

Notices required or authorized in this Chapter shall be given in writing by either:

- A. Delivering a copy personally to the tenant or to any person at least fourteen (14) years old residing on the premises; or
- B. If personal service is not possible, then by posting the notice in a secure and conspicuous place near the entrance to the premises and by sending an additional copy to the tenant by certified mail, return receipt requested, properly addressed, postage prepaid.

If the above methods are unsuccessful, then notice may be served by any other method reasonably designed to give actual notice to the tenant. Proof of service by shall be made by affidavit of any person at least eighteen (18) years old, stating that he or she has complied fully with the requirements of this section.

Section 3.030 Court Proceedings.

- A. The Tribal Court shall enter a “Writ of Restitution” if:
 - 1. Notice of suit and trial is given by service of Summons and Complaint in accordance with the procedure provided in this Chapter; and
 - 2. The Tribal Court finds that the occupier of real property is guilty of an act of Unlawful Detainer.
- B. The Court may, in its discretion and on motion from the lessor, order the tenant to pay into the Court rents for the use and occupancy of the property during the pendency of the eviction case.

- C. At a hearing where eviction is ordered, the Court shall inform the defendant that if he/she does not vacate the premises voluntarily by the effective date of the order, he/she will be subject to forcible eviction from the premises, and his/her property will be subject to storage, sale, and disposal as set forth in Section 3.080 below.
- D. Upon issuance of a “Writ of Restitution”, the Tribal Court shall have authority to enter against the defendant(s) a judgment for the following: back rent; unpaid utilities; charges due the Housing Department or lessor under any lease or occupancy agreement; damages caused by the defendant(s) to the property beyond ordinary wear and tear; and if requested by the lessor, order the tenant to perform work for the lessor or Housing Department to pay off back rent due and/or damages.

Section 3.040 Enforcement.

Upon the issuance of a Writ of Restitution by the Tribal Court, Tribal law enforcement officers shall enforce the Writ of Restitution by evicting the defendants and their property from the premises that are unlawfully occupied.

Section 3.050 Stay of Execution.

If judgment for possession of the property is entered in favor of the lessor, the tenant may apply for a Stay of Execution of the judgment or order if within seven (7) days of the judgment being rendered, they establish the following:

- A. Execution of the judgment would result in extreme hardship for the tenant(s), there would be no substantial prejudice or injury to the prevailing party during the period of the stay and there is a provision for payment of rent for reasonable use and occupancy of the property during the period of the stay; or
- B. An appeal has been filed and a bond is posted or monies are paid to the Court, to satisfy the judgment and/or payment for the reasonable use and occupancy of the property during the period of time following the judgment, and any back rent due and owing. The Court may waive an appeal bond upon a showing that the party seeking appeal is indigent and otherwise unable to post such bond. Notwithstanding, the party must still pay rent for the use and occupancy of the property during the Stay of Execution.

No Stay of Execution may exceed three (3) months. At the expiration of the Stay, the Writ of Restitution is automatically enforceable. The Clerk of the Court shall distribute any monies to the lessor in accordance with an order of the Court.

Section 3.060 Appeals.

A party wishing to appeal the judgment of the Trial Court must file a Notice of Appeal within five (5) days of the entry of judgment, asserting a clear error of law or procedure committed

by the Court. Appellant has the burden of proving a clear error of law or procedure based upon the Trial Court record.

Notice of Appeal shall be served on all parties in accordance with section 3.020, except that personal delivery to the Housing Department may be made to any person in a position of authority in the Department. All orders of the Court shall remain in effect during the pendency of the Appeal unless otherwise ordered by the Court.

Section 3.070 Abandoned Dwellings.

Where a dwelling has been abandoned (the Tenant has vacated without notice and does not intend to return, evidenced by removal of possessions, nonpayment of Rent, disconnected utilities or expressed to the Lessor, etc.), a Lessor, without further notice to the Tenant, may post a notice on the dwelling stating that the Lessor intends to take possession and that any remaining personal property will be inventoried and removed within ten (10) days from the posting. If the Tenant's possessions are not claimed within thirty (30) days from their removal from the abandoned dwelling, the Lessor may dispose of the possessions according to Section 3.080.

Section 3.080 Disposition of Personal Property.

In the absence of a written agreement providing otherwise, personal property remaining on the premises after tenant(s) or other occupier(s) vacate or are removed shall become the property of the owner or lessor, which they may dispose of in any manner which they deem fit. If the owner or lessor sells any such property, they may deduct the costs of sale, including any administrative expense, and may also deduct any other amounts owing to them and shall pay the excess, if any, to the former tenant(s) or other occupier(s) of real property. In no event shall the owner or lessor be required to sell the property of any tenant or other occupier of real property.