

CHAPTER 13

HOUSING

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CHAPTER 13

HOUSING

Section 1. Definitions.

For the purposes of this Chapter, the following words shall have the meanings set out below, unless otherwise stated.

A. "Authority" shall mean the Blackfeet Indian Housing Authority of the Blackfeet Tribe;

B. "renter" shall mean any person renting any type of public housing, including all housing rented by the Authority on a month-to-month basis;

C. "participant" shall mean any person purchasing a mutual self-help home through a public housing program;

D. "rent" shall be the amount that a renter pays each month for a rented house under a public housing program;

E. "contribution" shall be that amount of money paid each month under a mutual self-help occupancy agreement by a participant;

F. "public housing" shall be any housing on the Blackfeet Reservation that is obtained under any type of federal housing program through the Department of Housing and Urban Development and is classified as public housing or a public housing program;

Section 2. Rent and Contribution Due.

All rent and contribution is due on or before the seventh (7th) day of each month on a month-to-month basis.

Section 3. When Rent Or Contribution Is Delinquent.

All rent and contribution shall be considered delinquent if not paid on or before the seventh (7th) day of each month when due.

Section 4. First Delinquency Within A One Year Period.

The first time a renter or participant is delinquent with rent of contribution beginning from the date of the approval of this Ordinance by the Blackfeet Tribal Business Council, a Notice of Delinquency shall be sent to the renter or participant by the Authority or any other organization in charge of administering public housing on the Blackfeet Reservation. This notice shall be sent by mail and state that the renter or the participant is delinquent in rent or contribution for the named month. The notice shall give the renter or participant seven (7) days to either pay the delinquent rent or contribution or to get an extension on the payment of the rent or contribution. The notices shall also state that in addition to the payment of the delinquent rent or contribution, the renter or participant shall pay a delinquent penalty to the Authority or any other administrator of Five Dollars (\$5.00) unless such penalty is waived, in writing by an authorized representative of the Authority or other administrator upon the showing that the renter or participant had a valid excuse for not paying the rent or contribution on time. The notice shall further state that in the event the delinquent rent or contribution is not paid within this time, the Authority or other administrator shall proceed to either collect this rent or start eviction proceedings against the renter or participant through the Blackfeet Tribal Court. The Authority or the administrator shall accept the delinquent rent, together with the \$5.00 penalty if it is shown to its satisfaction that such delinquency was unavoidable. This waiver must be in writing and must state the reasons for the waiver, and be signed by the representative of the Authority or other administrator accepting the late payment. If the delinquency is

not paid within the time period stated above, the Authority or other administrator shall then proceed to start collection or eviction proceedings in Blackfeet Tribal Court or Small Claims Court of the Blackfeet Tribe. The Authority or other administrator can accept the delinquent payment of rent or contribution anytime before the case comes before the Court hearing. The complaint or eviction petition served upon the renter or participant shall state the amount of the delinquency, the length of time of the delinquency, the date of the Notice of Delinquency sent to the renter or participant and the amount owing to the Authority or other administrator and shall also include notice to the renter or participant that in the event such delinquency is paid before a hearing upon the complaint or petition, that a Twenty Dollar (\$20.00) penalty will also be imposed. In the event the Authority or other administrator accepts the late rent or contribution before the hearing on the complaint or petition, the \$20.00 penalty must also be paid. This penalty cannot be waived unless the renter or the participant proves to the satisfaction of the Authority or other administrator that he or she did not receive the Notice of Delinquency. The \$20.00 penalty shall be divided between the Authority or other administrator and the Blackfeet Tribal Court with \$10.00 going to each. The Authority or administrator shall collect the penalty over to the Tribal Court getting a receipt for the same. Upon accepting the delinquent rent or contribution and penalty, the Authority or other administrator shall immediately notify the Court to dismiss the complaint or petition against the renter or participant. The Court shall never accept payment of either the rent or contribution or the penalty directly from the renter or participant. The Authority shall

not accept payment of delinquent rent or contribution and penalty after the hearing has been held, but shall comply with the findings of the Court at the hearing.

Section 5. Second Delinquency within a One Year Period.

The second time a participant or renter is delinquent with rent or contribution within a one (1) year period, beginning from the date of the approval of this Ordinance by the Blackfeet Tribal Business Council, the same procedure shall be followed as set out in Section 4 above, with the exception that the delinquency notice shall be raised to Ten Dollars (\$10.00) instead of Five Dollars (\$5.00) and Thirty Dollars (\$30.00) instead of Twenty Dollars (\$20.00) if Court proceedings are started. The only other exception to the procedure laid out in Section 4 above, is that when if the renter or participant pays the delinquent rent or contribution either within seven (7) day notice period or before the hearing set out on a complaint or eviction, the Authority or other administrator shall issue a summons to the renter or participant ordering he or she to appear before the Authority or other administrator at a time and date set on the summons. Failure of the renter or participant to attend this hearing, shall result in the delinquent rent being returned together with the penalty to the renter or participant and the Court proceedings being reinstated. This fact shall appear upon the summons to give the renter or participant notice of what will happen if the summons is not obeyed. At the time and place set in the summons the Authority or other administrator shall ask the participant or renter the reasons for the delinquent rent and shall notify the renter or participant that in the event there is another unexcused delinquency within the year as stated in this Section, the Authority or

administrator shall not accept later payment and shall proceed with Court action. The renter or participant shall also be informed at this time that in the event eviction proceedings are instituted and granted against the renter or participant he or she shall not be eligible for any type of public housing assistance for two years after the date of the Order of Eviction by the Tribal Court.

Section 5. Third Delinquency Within a One Year Period.

The third time a participant or renter is delinquent with rent or contribution within a one year period beginning from the date of the approval of this Ordinance by the Blackfeet Tribal Business Council, a Notice of Delinquency shall be sent in conformance with Section 4 above, except that the Delinquency Notice shall be entitled "Delinquency Notice #3" and shall carry a Fifteen Dollar (\$15.00) penalty if rent is paid within the time stated in the notice. In the event such rent or contribution is not paid within the time stated in the notice, eviction proceedings shall be started in the Blackfeet Tribal Court. No rent or contribution shall be accepted by the Authority or other administrator once such proceedings are started in the Tribal Court. The Authority or other administrator shall then be bound by the decision of the Court.

Section 7. Procedures before the Blackfeet Tribal Court or Small Claims Court.

A. Small Claims. The Authority or other administrator shall have the right to bring an action in the Small Claims Court to collect the delinquent rent plus the penalty assessed as set out in Sections 4, 5, or 6. The procedure before the Small Claims Court shall follow Chapter 10 of the Blackfeet Tribal Law and Order Code of 1967, as amended.

B. Tribal Court. The Authority or other administrator may at its option choose to file an eviction petition in the Blackfeet Tribal Court for a delinquency as defined above in Section 3. The Authority or other administrator shall file a petition asking that the renter or participant be evicted from the described house. The petition shall contain the name of the renter or participant, a description of the house, whether such house is a rental or a mutual self-help house, the amount of the delinquency, the number of delinquencies within the one year period as set out above, the date the notice of delinquency was sent and its number, the time of delinquency and a request that such person be evicted from the described house. The Court shall then issue a Show Cause Order, ordering the participant or renter into the Court on a date and time stated in the Show Cause Order, to show cause why he or she should not be evicted. This Order and a copy of the petition shall be served on the participant or renter. The Order to Show Cause must set a hearing date not less than five (5) days from the date of service upon the participant or renter but in any event such hearing date shall not be more than twenty (20) days from the date of such service.

At the hearing the Court shall listen to the petitioner and the renter or participant and then decide whether or not such eviction shall be ordered. In the event that the participant or renter does not appear at the hearing, the eviction may be ordered by default. The Authority or other administrator shall always be present at the hearing and shall be notified of the hearing date and time by the Court.

Section 8. Eviction Order.

In the event the Tribal Court orders an eviction of a renter or participant, the Court shall have such order served upon the person

within twenty-four (24) hours after such order. The renter or participant shall then have twenty-four (24) hours to remove his or her belongings from the home in question. At the end of this time, a commissioned officer of the Blackfeet Law Enforcement Commission shall lock up the house and place the eviction order in plain view on the outside of the house. In the event the renter or participant breaks back into the house within the permission of the Authority or the Court, he or she will be subject to a criminal penalty under Section 33 of this Blackfeet Tribal Law and Order Code of 1967, As Amended, entitled "Disobedience to Lawful Order of the Court".

Once a house is vacated under an order of eviction, it may be re-rented or re-sold, to another renter or participant. In the event a participant is evicted from a mutual self-help house, the Authority will consider the mutual self-help and occupancy agreement breached.

Section 9. Excuse for Delinquency.

In the event a participant or renter has a valid excuse for a delinquency, he or she shall state this reason to the Authority or other administrator. The Authority or administrator, in its discretion, may agree with such valid excuse and extend a waiver to the participant or renter on the time limit for the rent or contribution to be paid. This waiver shall always be in writing, giving the reasons for the extension, the time of the extension and be signed by an authorized representative of the Authority or other administrator. In the event such waiver is given, the delinquency shall not be considered as a delinquency for the purpose of Section 4, 5 and 6 above.

Section 10. Eviction Stops further Public Housing Assistance.

Once a person has been evicted from any type of public housing, including low rent and mutual self-help housing, such person shall not be eligible for any type of public housing assistance for at least two (20 years from the date of the eviction.

Section 11. Security deposit, Damages to Houses, Other Damages.

A. Security Deposit. In the event a security deposit is required before a person can occupy a public housing project house, such deposit shall be paid under the terms and conditions stated in the rental or occupancy agreement. In the event such deposit is not paid, it shall be treated the same as a delinquency and the procedures set out in Section 4 above shall apply, with the exception of the late penalty. Thus, if such security deposit is delinquent, a delinquency notice shall be sent and if such deposit is not paid within the time set out in the delinquency notice, proceedings will be started in the Tribal Court, to either collect this deposit or to evict the renter or participant.

B. Damages Caused to Home. In the event an inspector finds damages in either a rented house or a mutual self-help house that are deliberately caused or could have been avoided with care taken by the renter or participant, the renter or participant shall be sent a bill for such damages. The renter or participant then has fifteen (15) days from the date of the billing to come before the Authority or other administrator to explain the damages. The Authority or administrator shall state that the person has the right to come before the Authority or administrator for a hearing and such notice shall be included on the billing sent for the damages. The hearing shall be final and at the hearing the Authority or administrator may either find that there are no

damages, that the damages are not the fault of the renter or participant, find a lesser amount of damages or find that the damages are the same as in the billing. The renter or participant shall then have ten (10) days to pay the damages if they are found to be the fault of the renter or participant. In the event such damages are not paid after such a hearing or if there is no hearing requested and the damages are not paid within the 15 day time period, the Authority or administrator shall proceed in the same manner to collect the damages or evict the participant as if such damages were delinquent rent or contribution.

C. Other Damages. The procedure to be followed for the assessment of any other damages or penalties or costs to the Authority or other administrator from a violation of the mutual help occupancy agreement or rental agreement shall be in the same manner as set out in Section 11 B above. This includes any towing charges assessed against a renter or participant for the hauling away of "junk cars" or other debris around the premises of said home.

Section 12. Notice of this Ordinance to Public.

This Ordinance shall be published in a local newspaper and posted in three (3) public places for four (4) consecutive weeks.

(Adopted by Ordinance 49, passed on the 10th day of September, 1975 by the Blackfeet Tribal Business Council).