

**WYANDOTTE NATION**  
**TITLE 13**  
**HOUSING CODE**  
(APPROVED BY THE BOARD OF DIRECTORS 10-08-2024)

**INDEX**

**WYANDOTTE NATION TITLE 13 HOUSING CODE INDEX**  
**WYANDOTTE NATION TITLE 13 HOUSING CODE**

**CHAPTER ONE - GENERAL PROVISIONS**

- Section 1. Title and Purpose.
- Section 2. Findings and Determination of Need.
- Section 3. Construction and Interpretation
- Section 4. Applicability.
- Section 5. Definitions.

**CHAPTER TWO - DISTRICT COURT**

- Section 201. Jurisdiction.
- Section 202. Relation to Other Laws.

**CHAPTER THREE - WYANDOTTE NATION HOUSING DEPARTMENT**

- Section 301. Authority of the Wyandotte Nation Housing Department.
- Section 302. Mortgage/Down Payment Program.
- Section 303. Mutual Help Program.
- Section 304. Low Income Rental Program.
- Section 305. Loan Guarantee Program.
- Section 306. Rental Assistance Program.
- Section 307. Transitional/Emergency Housing.
- Section 308. Other Housing Programs.
- Section 309. Rights, Obligations, Remedies and Who May Proceed on Behalf of WNHD.
- Section 310. Mitigation of Damages, Parent and/or Guardian Responsible for the Damages Caused By Minors.
- Section 311. Settlement of Claims.
- Section 312. Good Faith Performance or Enforcement.
- Section 313. Beneficial Owner to Maintain Premises.

**CHAPTER FOUR - RENT AND TENANCY**

- Section 401. Rent.
- Section 402. Tenancy and Termination of Tenancy.
- Section 403. Duties of Parties Upon Termination of Tenancy.

**CHAPTER FIVE - LANDLORD/TENANT RESPONSIBILITIES AND REMEDIES**

- Section 501. Rental Agreements.
- Section 502. Commencement of Tenancy, Delivery of Possession, Wrongful Possession.
- Section 503. Policies, Rules and Regulations.

- Section 504. Landlord Responsibilities.
- Section 505. Tenant Responsibilities.
- Section 506. Tenant Remedies at Law.
- Section 507. Landlord Remedies at Law.
- Section 508. Abandonment by Tenant.
- Section 509. Conveyance of Property; Attornment of Tenant.
- Section 510. Damage or Security Deposit.

**CHAPTER SIX - DELINQUENT RENT; LIEN ON TENANT'S PROPERTY;  
ENFORCEMENT**

- Section 601. Delinquent Rent.
- Section 602. Lien on Tenant's Property.
- Section 603. Procedure for Enforcement of Lien.

**CHAPTER SEVEN - EVICTION**

- Section 701. Grounds for Eviction.
- Section 702. Notice to Comply or Quit Requirements.
- Section 703. Service of the Notice to Comply or Quit.
- Section 704. Court Ordered Eviction.
- Section 705. Setting the Matter for Trial.
- Section 706. Defenses.
- Section 707. Burden of Proof.
- Section 708. Rules of Evidence.
- Section 709. Judgment.
- Section 710. Execution of Eviction Order/Judgment.
- Section 711. Enforcement of Order.
- Section 712. No Self-Help Eviction.
- Section 713. Appeals.

**CHAPTER EIGHT - MORTGAGE AND FORECLOSURE**

- Section 801. Priority.
- Section 802. Recording.
- Sections 803-820. RESERVED.

**CHAPTER NINE - RIGHTS TO INTERVENE**

- Section 901 Wyandotte Nation or Lessor's Right to Intervene.

**CHAPTER TEN - FEDERAL RULES AND REGULATIONS**

- Section 1001. Federal Rules and Regulations Supersede this Code
- Section 1002. Exhaustion of Administrative Remedies.

**CHAPTER ELEVEN - PUBLIC POLICY**

- Section 1101. Wyandotte Nation Public Policy.

**WYANDOTTE NATION  
TITLE 13  
HOUSING CODE**

**CHAPTER ONE  
GENERAL PROVISIONS**

**Section 1. Title and Purpose.**

(a) This Title shall be known as the “Wyandotte Nation Housing Code.” It is intended to govern all housing activities within the Wyandotte Nation Reservation.

(b) The purpose of this Code is to establish procedures regarding the operation, administration, and enforcement of housing agreements within the Wyandotte Reservation.

**Section 2. Findings and Determination of Need.**

(a) The Wyandotte Nation Board of Directors hereby finds that enrolled citizens of the Wyandotte Nation and other persons have entered into contractual arrangements/lease agreements for the purpose of securing adequate housing on lands within the Reservation of the Wyandotte Nation. Some of these housing units are under the jurisdiction of the Wyandotte Nation Housing Department (hereinafter “WNHD”) while others are private rental, lease and contractual agreements. Many of these WNHD dwellings were constructed with funds from the United States Department of Housing and Urban Development (HUD) on lands held in trust and fee simple for the Wyandotte Nation. Some lessees of these housing units have defaulted or are otherwise in violation of their lease agreements. This has created a need for the WNHD to recover possession of said housing and/or multiple dwelling units.

(b) The Wyandotte Nation Board of Directors hereby finds and determines that it is in the best interests of Wyandotte Nation to make laws which govern the use, misuse and right to occupy all buildings, offices, property or places owned, operated, leased by or used by the Wyandotte Nation Board of Directors for official business or commercial activities.

(c) The Wyandotte Nation Board of Directors hereby finds and determines that it is in the best interests of Wyandotte Nation to provide a forum which is fair, accessible and culturally appropriate to which all persons may bring disputes involving housing matters.

(d) The Wyandotte Nation Board of Directors hereby finds and determines that it is in the best interests of Wyandotte Nation to adjudicate all cases in the Wyandotte Nation’s Tribal Court.

(e) The Wyandotte Nation Board of Directors hereby finds and determines that the Wyandotte Nation has never waived any sovereign immunity with regard to the provision of housing units on within the jurisdiction of Wyandotte Nation or Wyandotte Nation Housing Department.

### **Section 3. Construction and Interpretation.**

This Code shall be liberally construed and applied to carry out its purposes and intent. The Code shall:

(a) Simplify, clarify, modernize and revise the law governing the occupation of dwelling units and accommodations, as well as the rights, obligations and remedies of the owners, sellers, lessors, landlords, lessees, tenants and occupiers of such structures; and

(b) Encourage owners and occupiers of dwellings to maintain and improve units in order to improve the quality of housing within the Reservation; and

(c) Resolve disputes regarding the use, enjoyment and control of all tribally owned or leased buildings, offices, property and real estate; and

(d) Preserve the peace, harmony and safety of the people of Wyandotte Nation and those who enter or reside within the exterior boundaries of the Wyandotte Nation Reservation; and

(e) Be deemed to be in compliance and consistent with the “Wyandotte Tribe of Oklahoma Tribal Ordinance Pursuant to the Organization of the Wyandotte Nation Housing Department” (“Housing Ordinance”) adopted September 4, 1996 and as amended on May 13, 1997. Should there be deemed to be any conflict between this Code and the Housing Ordinance, then the conflict shall be resolved in favor of the language in the Housing Ordinance.

### **Section 4. Applicability.**

(a) The Wyandotte Nation Housing Code shall apply to any and all arrangements, formal or informal, written or agreed to orally or by the practice of the parties, in selling, buying, renting, leasing, occupying, or using any and all housing, dwellings, or accommodations for human occupation and residence.

(b) The following arrangements are not governed by this Code:

(1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service; or

(2) Occupancy in a hotel, motel, or other commercial lodging except when used for temporary housing by the Nation.

### **Section 5. Definitions.**

The following definitions shall apply for the purposes of this Code unless a different meaning is expressly provided or the context clearly indicates a different meaning:

(a) An “action,” “suit or lawsuit,” “claim,” “complaint” or “defense” will include any dispute between persons, entities or tribal agencies which relates to the sale, rent, use or occupancy

of any housing, dwelling, tribal office or tribally owned or leased property or accommodation for occupancy, including claims for the payment of monies for such housing, dwelling, tribal office or tribally owned or leased property or accommodations, damages to such buildings, fees, costs or expenses relating to them, the condition of such buildings, fees, costs or expenses related to them, the relationships between the owners and occupiers of such buildings, including the right to occupy or use them.

(b) “Adult person” is any person 18 years of age or older.

(c) “Board of Directors” is the governing body of the Wyandotte Nation.

(d) “Borrower/Mortgagor” is Wyandotte Nation, the Wyandotte Nation Housing Department, or any individual(s), or any heir(s), successor(s), executor(s), administrator(s), or assign(s) of the Wyandotte Nation or such Indian(s) or non-Indian(s) who have executed a mortgage as defined in this Code or a leasehold mortgage as defined in this Code.

(e) “Building” is a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.

(f) “Building or housing codes” are any law, ordinance or governmental regulation of Wyandotte Nation or an agency of the United States which deals with fitness for habitation, health conditions or the safety, construction, maintenance, operation, occupancy, use or appearance of any dwelling unit. Where appropriate to the situation, standard or nationally recognized building standards or codes may be applied as building codes or housing codes.

(g) “Deed of trust” is an instrument that creates a voluntary lien on real property to secure the repayment of a debt, and which includes a power of sale clause permitting nonjudicial foreclosure; the parties are the grantor or trustor (borrower), the beneficiary (the lender), and the trustee (a neutral third party).

(h) “Dependent” is a member of the family household, other than the head of the household or his or her spouse, who is under the age of 18, or is a disabled or handicapped person, or is a full time student.

(i) “Deposit” includes any money or other property required by a landlord from a tenant as and for security and which is to be returned to the tenant upon termination of the rental agreement, less any deductions properly made and allowed by this Code or any law, rule or regulation of the United States of America promulgated to effectuate the Mutual Help Home Ownership Program, Low Income Rental Program or any other low income housing program, or U.S. governmental housing program administered by the WNHD.

(j) “Direct and verifiable costs” are costs which are documented as having an effect on the subject problem and are supported by third party documents such as bill of sale, money orders, payroll checks or purchase orders.

(k) A “dwelling” or “dwelling unit” means a structure or part of a structure that is used as a home, residence or sleeping place by one or more persons.

(l) “Good faith” means honesty in fact in the conduct of the transaction concerned.

(m) “Homebuyer” is a party or entity that has entered into a legally binding agreement, subject to terms and conditions and this Code, to acquire, purchase or lease residential property.

(n) “Home ownership” means any contractual arrangement made between an owner or manager of housing and a tenant or purchaser of such housing, including but not limited to leases, lease/purchases and purchases.

(o) “Housing Department” is the Housing Department of the Wyandotte Nation.

(p) An “Indian” is any person who is a member of a Federally-recognized Indian Tribe or an Alaskan Native Tribe, or who is otherwise recognized as a Native American by the government of the United States.

(q) “Indian country” the “territorial jurisdiction” or the “jurisdiction” of Wyandotte Nation shall include all lands within the exterior boundaries of the Wyandotte Nation Reservation.

(r) “Landlord” means the owner, manager, lessor, or sub-lessor of the dwelling unit or the building of which it is a part.

(s) “Leasehold Mortgage” is the mortgage of a lease of property given to secure a loan, and may be created under the auspices of any federal agency homebuyer program, Homeownership administered by Wyandotte Nation Housing Department, the Wyandotte Nation or any other agreement entered into between a borrower/mortgagor and a lender/mortgagee.

(t) “Lender/Mortgagee” is any private lending institution established to primarily loan funds and to invest in or buy properties, the Nation, an Indian Housing Department, or a U.S. government agency which loans money, guarantees or insures loans to a borrower for construction, acquisition, or rehabilitation of a home. It is also any lender assignee(s) or successor(s) of such lender/mortgagee.

(u) “Mortgage Foreclosure Proceeding” is a process:

(1) To foreclose the interest of the borrower(s)/mortgagor(s) in real property, a building or in the case of a leasehold mortgage, a lease for which a mortgage has been given under the home purchase program of any federal agency; and

(2) To assign where appropriate the borrower(s)/mortgagor(s) interest to a designated assignee.

(v) “Lender Designated Assignee” is any lender defined in the Code who may assign or transfer its interest in a mortgage or lease and/or leasehold mortgage to a designated assignee. If

the mortgage or lease and/or leasehold mortgage falls under a federal agency homebuyer program or federal agency loan guarantee program, the lender must seek written approval from the Nation of a proposed designated assignee any time before such assignment, transfer or assumption, except where the U.S. government and federal agencies guaranteeing or insuring the mortgage or leasehold mortgage acts as a lender designated assignee.

(w) “Mortgage” is a lien as is commonly given to secure advances on, or the unpaid purchase price of a building, mobile home or land, and may refer both to a security interest creating a lien, whether called a mortgage, deed of trust, security deed, or other term, as well as the credit instrument, or note, secured thereby.

(x) “Owner” means one or more persons, entity, tribal agency or agency of any government, either jointly or severally in whom is vested:

(1) All or part of the legal title to the property; or

(2) All or part of the beneficial ownership and a right to present use and enjoyment of the property, and such term includes a mortgagee in possession.

(y) A “person” includes an individual, organization, public agency, corporation, partnership or any other entity recognized by law.

(z) “Premises” means a dwelling unit and the structure of which it is a part, the facilities and appurtenances therein, and the grounds, areas, facilities held out for the use of the tenant generally or use of which is promised to the tenant.

(aa) “Rent” means all payments to be made to an owner or landlord for the lease, purchase, or occupancy of a dwelling under an express or implied agreement for the purchase or occupancy of it. For the purposes of this Code, this does not include deposits and damages, but does include all other payments to be made under any agreement for either the purchase or occupation of a dwelling, including all lease or mutual help and occupancy agreements between the Wyandotte Nation Housing Department and any person. The term shall also include any payment due and owing for the purposes of any eviction due to a default in an occupancy agreement, purchase agreement or any other agreement for the sale of housing.

(bb) “Rental Agreement” means any agreement, written or oral, of the parties, as well as valid rules and regulations regarding the terms and conditions for any use or occupancy of a dwelling or premises. For purposes of this Code, it shall also include any agreement which governs the use and occupancy of a dwelling under a use and occupancy agreement, lease, or any sales agreement where a person has not yet achieved home ownership under that agreement.

(cc) “Single-Family Residence” means a structure used and maintained as a single dwelling unit. A dwelling unit, including those with common walls, shall be deemed a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility with any other dwelling unit.

(dd) A “tenant” is any person entitled to rent, purchase or occupy a dwelling under a written or oral agreement to rent, occupy or purchase a dwelling, and it includes any person legally occupying a dwelling that he or she does not own.

(ee) “Tribal Court” means the judicial branch of the Wyandotte Nation.

(ff) “Tribal Office” means any building, structure or place used by Wyandotte Nation tribal government for business.

## **CHAPTER TWO JURISDICTION**

### **Section 201. Jurisdiction.**

(a) This Code shall apply to any and all agreements, whether written or oral, in selling, renting, leasing, occupying or using any and all housing, dwelling, offices, places or accommodations for residential or commercial purposes.

(b) To the extent permitted by law, the Wyandotte Nation Tribal Court shall assert jurisdiction over all buildings and lands intended for dwelling, occupation, residence or commercial development which may lie within the Wyandotte Nation Reservation and all other lands owned by the Wyandotte Nation.

(c) Jurisdiction is extended over all persons or entities within the jurisdiction of Wyandotte Nation who sell, rent, lease, or allow persons to occupy housing, dwellings, or accommodations for the purpose of residence or commercial development, and all persons who buy, rent, lease or occupy such structures. Such personal jurisdiction is extended over all persons and entities, who rent, lease, or otherwise occupy or reside in buildings or lands described in Chapter Two, Section 201(a), whether they are citizens of Wyandotte Nation or not.

(d) The Wyandotte Nation Tribal Court shall exercise exclusive jurisdiction over all matters with respect to this Code which arise within the Wyandotte Nation Indian Reservation and all other lands owned by Wyandotte Nation and involve any person or entity entering into consensual transactions with the Wyandotte Nation and any of its governmental agencies.

(e) Jurisdiction is extended over all buildings situated on lands owned by, held in trust for, leased by the Nation, its citizens, its Housing Department or any other entity of the Nation, irrespective of its situs.

### **Section 202. Relation to Other Laws.**

(a) **Applicable Law.** Unless affected or displaced by this Code, principles of law and equity in the common law of the Nation and Tribal customs and traditions are applicable, and the general principles of law of any other tribe or any other jurisdiction may be used as a guide to supplement and interpret this Code.



(b) Other Applicable Laws. Additional Tribal and Federal laws may apply with regard to Tribal housing such as governmental housing rules and regulations.

(c) NAHASDA. Programs funded by NAHASDA funds shall comply with the provisions of the Act, as well as with the regulations adopted to implement the Act.

(d) Conflicts with Other Laws.

(1) Tribal Laws. To the extent that this Code may conflict with Tribal laws or ordinances which have been enacted to comply with statutes or regulations of any agency of the United States, such Tribal laws or ordinances shall govern over the provisions of this Code if it has specific applicability and it is clearly in conflict with the provisions of this Code.

(2) Federal Laws. Where a conflict may appear between this Code and any statute, regulation, or agreement of the United States, the Federal law shall govern if it has specific applicability and if it is clearly in conflict with the provisions of this Code.

(3) State Laws. To the extent that the laws of any state may be applicable to the subject matter of this Code, such laws shall be read to be advisory and not directly binding and shall not govern the relations of the parties.

### **CHAPTER THREE WYANDOTTE NATION HOUSING DEPARTMENT**

#### **Section 301. Authority of the Wyandotte Nation Housing Department.**

The Wyandotte Nation Housing Department shall have the authority to operate the programs described in this chapter, as well as other programs developed by the Nation that are consistent with the Nation's laws.

#### **Section 302. Mortgage/Down Payment Program.**

A mortgage/down payment program may be conducted to provide a purchase subsidy to each participant to help the participant achieve home ownership. The program shall be conducted according to any applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 303. Mutual Help Program.**

A mutual help program may be conducted to assist participants in achieving home ownership in exchange for contribution to the development of the program, monthly payments based on income, and maintenance of the home. The program shall be conducted according to any applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 304. Low Income Rental Program.**

A low-income rental program may be conducted to provide housing to low-income persons in exchange for monthly payments based on income and maintenance of the dwelling. The program shall be conducted according to any applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 305. Loan Guarantee Program.**

A loan guarantee program may be conducted to assist participants in obtaining home loans. The program shall be conducted according to any applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 306. Rental Assistance Program.**

A rental assistance program, similar to the HUD Section 8 program, may be conducted to assist participants in obtaining rental housing. The program shall be conducted according to applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 307. Transitional/Emergency Housing.**

A transitional/emergency housing program may be conducted to assist participants who are in a state of transition or emergency through no fault of their own by providing temporary housing. The program shall be conducted according to applicable Federal laws and regulations, as well as in accordance with this Code and the procedures established by the Wyandotte Nation Housing Department.

#### **Section 308. Other Housing Programs.**

Other housing programs, if established, shall be developed as needed for appropriate development of the Nation's housing functions such as planning, infrastructure, facilities, and other necessary procedures. Such programs will be conducted according to applicable Federal laws and regulations, as well as in accordance with this Code and appropriate procedures established by the Wyandotte Nation Housing Department.

#### **Section 309. Rights, Obligations, Remedies and Who May Proceed on Behalf of the WNHD.**

(a) Any right, obligation or remedy declared by this Code is enforceable in Wyandotte Nation Tribal Court and may be prosecuted as part of an action for forcible entry, unlawful detainer or mortgage foreclosure. Any action for breach of a rental agreement or Homeowner Agreement, Lease for Low Rent Housing or any other Wyandotte Nation Housing Department program may proceed pursuant to this Code.

(b) Any action brought pursuant to this Code on behalf of the Wyandotte Nation Housing Department may be brought by an attorney duly licensed by Wyandotte Nation Tribal Court or by any Wyandotte Nation Housing Department staff person designated to represent the WNHD.

**Section 310. Mitigation of Damages, Parent and/or Guardian Responsible for the Damages Caused By Minors.**

(a) An aggrieved party under the provisions of this Code has a duty to mitigate damages.

(b) Every parent or guardian is financially responsible for the damages caused by their minor children whether those damages be intentional or unintentional. Such responsibility is not limited to the actual residence of the parent or guardian but also includes any and all damages caused by said minor children to any dwelling, structure, home, residence, building or business whether inhabited or uninhabited.

**Section 311. Settlement of Claim.**

A claim or right arising or brought pursuant to this Code or a rental agreement may be settled by agreement of the parties.

**Section 312. Good Faith Performance or Enforcement.**

Every duty under this Code and every act which must be performed as a condition precedent to the exercise of a right or remedy under this Code imposes an obligation of good faith in its performance or enforcement.

**Section 313. Beneficial Owner to Maintain Premises.**

Any agreement, assignment, conveyance, trust deed or security instrument which authorizes a person other than the beneficial owner to act as a landlord of a dwelling unit shall not relieve the beneficial owner of the duty to conform with this Code and any other controlling law, code, ordinance or regulation concerning the maintenance and operation of the premises.

**CHAPTER FOUR  
RENT AND TENANCY**

**Section 401. Rent.**

(a) The occupants of a dwelling unit shall pay to the landlord as rent the fair rental value for the use and occupancy of the dwelling unit.

(b) Rent shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be due and payable on or before each individual due date, payable to the landlord or his designee.

**Section 402. Tenancy and Termination of Tenancy.**

(a) Unless the rental agreement fixes a definite term in writing, the tenancy is week-to-week in the case of a roomer or boarder who pays weekly rent, and in all other cases month-to-month.

(b) Except as otherwise provided, when the tenancy is less than month-to-month, the landlord or tenant may terminate the tenancy provided the landlord or tenant gives to the other a written notice served as provided in this Section at least fifteen (15) days before the date upon which the termination is to become effective.

(c) Unless earlier terminated or unless otherwise agreed upon, a tenancy for a definite term expires on the ending date thereof without notice.

(d) If the tenant remains in possession without the landlord's consent after the expiration of the rental agreement or its termination by operation of law, the landlord may immediately bring an action for possession and damages.

(e) The written notice to terminate any tenancy shall be served upon the tenant or landlord personally unless otherwise specified by law.

### **Section 403. Duties of Parties Upon Termination of Tenancy.**

Except as otherwise provided in this Code, whenever either party to a rental agreement rightfully elects to terminate, the duties of each party under the rental agreement shall cease and be determined upon the effective date of said termination, and the parties shall thereupon discharge any remaining obligations under this Code as soon as practicable.

## **CHAPTER FIVE LANDLORD/TENANT RESPONSIBILITIES AND REMEDIES**

### **Section 501. Rental Agreements.**

(a) Effect of Rental Agreements. The provisions of this Code, as well as all applicable laws of the Wyandotte Nation, establish the minimum rights and responsibilities of landlords and tenants. Unless inconsistent therewith, rental agreements may supplement these minimum rights and responsibilities.

(b) Terms Prohibited in Rental Agreements. No rental agreement shall provide that either party thereto:

(1) Agrees to waive or forego any rights or remedies under this Code;

(2) Authorizes any person other than the landlord or tenant to confess judgment on a claim arising out of the rental agreement;

(3) Agrees to the exculpation, limitation or indemnification of any liability arising under law for damages or injuries to persons or property caused by or resulting from the acts or omissions of either party, their agents, servants or employees in the operation or maintenance of the dwelling unit or the premises of which it is a part;

(4) Agrees to the establishment of a lien except as allowed by this Code in and to the property of the other party; or

(5) To permit a landlord to dispossess a tenant without the right to resort to court order.

A provision prohibited by this Section and included in a rental agreement is unenforceable.

(c) Term of Tenancy. In the absence of definite terms in the rental agreement, the tenancy shall be month-to-month.

### **Section 502. Commencement of Tenancy, Delivery of Possession, Wrongful Possession.**

At the commencement of the term of tenancy, a landlord shall deliver full possession of the premises to the tenant in compliance with the rental agreement. Except as otherwise provided for in this Code, the landlord may bring an action for possession against any other person wrongfully in possession and may recover his or her damages.

### **Section 503. Policies, Rules and Regulations.**

(a) The landlord may promulgate reasonable policies, rules and regulations regarding the use and occupancy of the dwelling unit.

(b) Policies, rules and regulations shall:

(1) Be promulgated for the purpose of promoting the convenience, safety or welfare of the tenants in the premises, preserving the landlord's property from abusive use or make a fair distribution of services in facilities held out for all the tenants generally;

(2) Be reasonably related to the purpose for which they are adopted;

(3) Apply to all tenants in the premises in a fair manner;

(4) Be sufficiently explicit in their prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he shall or shall not do to comply; and

(5) Not be enforced against the tenant unless:

(A) The tenant had notice of the rules and regulations at the time he enters into the rental agreement, or

(B) If rules and regulations are promulgated after the tenant enters into a rental agreement, the tenant was given not less than 30 days' notice prior to the adoption of such rules and regulations.

(c) Rules and regulations may be modified by the landlord provided such modification is not in violation of this Code and are not otherwise contrary to law. Except for termination of tenancy in Tribal assisted housing programs, a change in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

#### **Section 504. Landlord Responsibilities.**

Except as otherwise fairly and reasonably provided in a rental agreement, Housing Department agreement or a lease/purchase or other homebuyer agreement, each landlord subject to the provisions of this Code shall:

- (a) Maintain the dwelling unit in a decent, safe and sanitary condition.
- (b) Comply with applicable building and housing codes.
- (c) Make all necessary repairs to put and maintain the premises in a fit and habitable condition, except where the premises are damaged or otherwise rendered unfit or uninhabitable by the actions or omissions of tenant, members of tenant's household, tenant's guests, other persons under tenant's control, or other persons present at tenant's sufferance, in which case such duty shall be the responsibility of the tenant.
- (d) Keep common areas clean, safe and secure.
- (e) Ensure tenant access to the dwelling unit.
- (f) Maintain in good condition and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, where such things are not the responsibility of the tenant.
- (g) Provide and maintain proper and appropriate receptacles and facilities for the disposal of ashes, garbage, rubbish, and other waste except where such services are the responsibility of the tenant or homeowner/lessor.
- (h) Provide running water, hot water, and heat in accordance with applicable building and housing codes, except to the extent the tenant is required to provide such for himself. Refrain from interfering with utilities or other services which are included in the rental agreement.
- (i) Guarantee the right of quiet enjoyment of the dwelling unit to the tenant and enforce policies regarding conduct of tenants, their guests, and other persons on the premises aimed at preventing nuisance, endangerment of public health and safety, breach of peace, or interference with the quiet enjoyment of tenants.

(j) Give sole possession of the dwelling unit to the tenant in accordance with the rental agreement and refrain from:

- (1) Entering the unit, except as authorized by the rental agreement;
- (2) Harassing or physically assaulting the tenant in or around his dwelling unit; or
- (3) Locking the tenant out of his dwelling unit without the tenant's consent.

(k) Disclose, in writing, the name, address, and telephone number of the person responsible for receiving rent, notices and demands under this Code, the person authorized to manage the dwelling unit, the owner of the premises or his agent, and the person responsible for making repairs, where they are required. The information required by this Section shall be kept current and this Section extends to and is enforceable against any successor owner, landlord or manager. Failure to comply with this Section may result in sanctions against the owner or landlord.

### **Section 505. Tenant Responsibilities.**

Except as otherwise reasonably provided in a rental agreement, Housing Department agreement or lease/purchase or other homebuyer agreement, each tenant subject to the provisions of this Code shall:

- (a) Pay rent without demand or notice at the time and place agreed upon by the parties.
- (b) Immediately notify the landlord of any defects in the premises hazardous to life, health, or safety.
- (c) Keep the dwelling unit reasonably clean and dispose of all ashes, garbage, rubbish, junk, and abandoned vehicles in a proper, sanitary, and safe manner.
- (d) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the dwelling unit or premises, and the property of the landlord, in a proper, safe, sanitary, and reasonable manner.
- (e) Refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, premises, or common areas, and to require guests to act in like manner.
- (f) Pay reasonable charges for the repair of damages, other than normal wear and tear, to the dwelling unit, premises, or common areas caused by the tenant, members of tenant's household, tenant's guests, other persons under tenant's control, or other persons present at tenant's sufferance, or to repair such damages as required under the rental agreement, within thirty (30) calendar days of such damage.
- (g) Conduct himself, and require members of tenant's household, tenant's guests, other persons under tenant's control, or other persons present at tenant's sufferance to conduct

themselves, in a manner which does not disturb the quiet enjoyment of others or cause a breach of the peace.

(h) Not give up the dwelling unit to others, assign a lease arrangement, or sublease the dwelling unit without the written or oral permission of the landlord.

(i) Use the dwelling unit only for residential purposes as agreed, and not to use the unit or permit its use for any other purpose, including illegal conduct or any other activity which may harm the physical or social environment of the premises or the area around it, especially, but not limited to, drug- and gang-related activity.

(j) Abide by all rules and regulations promulgated by the landlord.

(k) Provide the landlord access to the dwelling unit to perform maintenance and repairs, inspect the premises, supply necessary or agreed services, or show the dwelling unit to prospective buyers or tenants in accordance with the predetermined maintenance schedule established in program regulations or the lease agreement. The landlord shall request, in writing, access to the unit at reasonable times when the tenant is present, except in emergency situations where the health, safety or welfare of the tenant or the tenant's neighbors is in immediate danger or where the tenant consents. The tenant shall respond within forty-eight (48) hours in writing or orally to the landlord's request. If the tenant fails to respond to the landlord's request within forty-eight (48) hours, the landlord shall have the authority to enter the unit to perform functions described in the request. No tenant who unreasonably denies access to a landlord for these purposes may pursue an action or grievance on the grounds that any services or repairs were not provided.

(l) Comply with the terms and provisions of the applicable rental agreement, and the policies, rules, and regulations of the landlord.

#### **Section 506. Tenant Remedies at Law.**

Where a landlord has not complied with this Code or the agreement of the parties, the tenant has the following rights:

(a) To give reasonable notice to the landlord to comply with his obligations, including the right to require repairs or maintenance, which are the responsibility of the landlord.

(b) To seek a court order or judgment for the payment of monies or costs, compliance with the agreements and obligations of landlords, terminate an agreement, pay damages, or any other relief to which he may be entitled by law or the agreement of the parties.

#### **Section 507. Landlord Remedies at Law.**

Where a tenant has not complied with this Code or the agreement of the parties, the landlord has the right to:



(a) Give reasonable notice to the tenant to comply with his obligations, including but not limited to payment of any monies due and owing under the agreement of the parties, or landlord has right to terminate the agreement under which the tenant occupies the premises, and demand that he and those with him leave the premises.

(b) Require compliance with reasonable rules and regulations for occupancy.

(c) Seek a court order or judgment for the payment of monies or costs, for compliance with the agreements and obligations of tenants, for termination of an agreement, payment of damages, eviction of tenants, or any other relief to which he may be entitled by law or the agreement of the parties.

### **Section 508. Abandonment by Tenant.**

(a) A landlord may regain possession of a dwelling unit, in accordance with this Section, where the tenant has vacated the unit without notice to the landlord and does not intend to return, which is evidenced by the removal by the tenant or his agent of substantially all of his possessions and personal effects from the premises and any one of the following situations:

(1) Nonpayment of rent for two or more months, or shorter periods provided in this Code;

(2) Terminated water or electrical utility service for more than one month;

(3) An express statement by the tenant that he does not intend to occupy the premises after a specified date;

(4) Incarceration of tenant for a period of more than one month, if there are no other members of tenant's household and if tenant has not sought and obtained permission from the landlord to sublease the home during that period of time; or

(5) Occurrence of an emergency situation at the premises that could have been avoided by the presence of tenant, including but not limited to water, fire, or weather-related damage.

(b) The landlord shall send notice to the tenant at his last known address by certified mail, return receipt requested, stating that:

(1) He has reason to believe that the occupant has abandoned the dwelling unit;

(2) He intends to reenter and take possession of the dwelling unit unless the occupant contacts him within ten (10) days of receipt of the notice;

(3) If the tenant does not contact him, he intends to remove any possessions and personal effects remaining in the premises and to rent the premises; and

(4) If the tenant does not reclaim such possessions and personal effects within 60 days after the notice, they will be disposed of. The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the landlord can be contacted.

(c) If the notice described in Subsection (b) of this Section is returned as undeliverable, or if the tenant fails to contact the landlord within ten (10) days of the receipt of said notice, the landlord may reenter and take possession of the dwelling unit, at which time any rental agreement in effect shall terminate.

(d) Notwithstanding any other provision of this Code, the landlord may enter the premises immediately if there is an emergency situation in which the landlord determines it is necessary to prevent damage or harm to the premises or to any neighboring persons or premises.

### **Section 509. Conveyance of Property; Attornment of Tenant.**

(a) A conveyance of real estate, or of any interest therein, by a landlord shall be valid without the attornment of the tenant (Note: this means to transfer homage; to acknowledge a new landlord), but the payment of rent by the tenant to the grantor at any time before written notice of the conveyance is given to the tenant shall be good against the grantee.

(b) The attornment of a tenant to a stranger shall be void and shall not affect the possession of the landlord unless it is made with the consent of the landlord, or pursuant to a judgment at law, or the order or decree of a court.

(c) Unless otherwise agreed and except as otherwise provided in this Code, upon termination of the owner's interest in the dwelling unit, including but not limited to, terminations of interest by sale, assignment, death, bankruptcy, appointment of a receiver or otherwise, the owner is relieved of all liability under the rental agreement and of all obligations under this Code as to events occurring subsequent to written notice to the resident of the termination of the owner's interest. The successor in interest to the owner shall be liable for all obligations under the rental agreement or under this Code. Upon receipt by a resident of written notice of the termination of the owner's interest in the dwelling unit, a resident shall pay all future rental payments, when due, to the successor in interest to the owner.

(d) Unless otherwise agreed and except as otherwise provided in this Code, a manager of premises that includes a dwelling unit is relieved of liability under a rental agreement and this Code as to events occurring after written notice to the tenant of the termination of his management.

### **Section 510. Damage or Security Deposits.**

(a) Any damage or security deposit required by a landlord of a tenant must be kept in a separate account for the tenant. Misappropriation of the security deposit shall be subject to civil penalties not to exceed treble the amount of the damage deposit misappropriated from the escrow account.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the non-compliance with this Code and the rental agreement, all as itemized by the landlord in a written statement to be delivered by mail with a return receipt requested and to be signed for by any person of statutory service age at such address or in person to the tenant if he or she can be found. If the landlord proposed to retain any portion of the security deposit for rent, damages or other legally allowable charges under the provisions of this Code or the rental agreement, the landlord shall return the balance of the security deposit without interest to the tenant within thirty (30) days after the termination of the tenancy and delivery of possession.

(c) Upon cessation of a landlord's interest in the dwelling unit, including but not limited to, termination of interest by sale, assignment, death, bankruptcy, appointment of receiver or otherwise, the person in possession of the tenant's damage or security deposits at his or her option or pursuant to court order shall, within a reasonable time return the deposits to the tenant(s).

(d) Upon receipt of the transferred deposits as set out in Section (c) above, the transferee, in relation to such deposits, shall have all the rights and obligations of a landlord holding such deposits under this Code.

(e) If a landlord or manager fails to comply with this Section or fails to return any prepaid rent required to be paid to a tenant under this Code, the tenant may recover the damage and security deposit and prepaid rent, if any.

(f) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent.

(g) This Section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under this Code.

(h) Tenants in rental units under the ownership or management of the Wyandotte Nation Housing Department may bring an action for settlement or accounting of the disputed accounts and contributions only after the tenants have exhausted his or her administrative remedies provided by the Wyandotte Nation Housing Department.

## **CHAPTER SIX DELINQUENT RENT; LIEN ON TENANT'S PROPERTY; ENFORCEMENT**

### **Section 601. Delinquent Rent.**

If rent is unpaid when due, the landlord may bring an action for recovery of the rent at any time.

### **Section 602. Lien on Tenant's Property.**

A landlord shall have a lien upon that part of the property belonging to the tenant which has a reasonable relationship as nearly as practicable to the amount of the debt owed, which may be in

a rental unit used by the tenant at the time the notice is given, for the property charges owed by the tenant, and for the cost of enforcing the lien, with the right to possession of the property until the debt obligation is paid to the landlord. Provided, however, that such lien shall be secondary to the claim of any prior bona fide holder of chattel mortgage or to the rights of a conditional seller of such property, other than the tenant.

**Section 603. Procedure for Enforcement of Lien.**

(a) The lien provided for by Section 602, may be foreclosed by a sale of such personal property upon notice and in the following manner. The notice shall contain:

- (1) The names of the owner, if known, and any other party or parties who may claim any interest in said property; and
- (2) A description of the property to be sold; and
- (3) The value of the rent provided and unpaid and the dates thereof; and
- (4) The time and place of sale; and
- (5) The name of the party, agent or attorney foreclosing such lien.

(b) Such notice shall be posted on the front door of the tenant's unit at least ten (10) days before the time therein specified for such sale, and a copy of said notice shall be mailed to the owner and any other party or parties claiming interest in said property, if known.

(c) Proceedings for foreclosure under this Code shall not be commenced until thirty (30) days after said lien has accrued.

**CHAPTER SEVEN  
EVICTION**

**Section 701. Grounds for Eviction.**

The following are grounds for eviction:

(a) Nonpayment of rent under an agreement for the lease or lease/purchase or occupation of a dwelling when such payments are not made after fifteen (15) calendar days of the agreement date of payment, or fifteen (15) calendar days following the first day of the month in a month-to-month tenancy.

(b) Failure to pay pursuant to any agreement in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a landlord of partial payments under an agreement shall not excuse the payment of any balance due upon demand.

(c) Causing a nuisance, intentional or reckless damage, destruction, or injury to the property of the landlord or other tenants, or disturbing another tenant's right to quiet enjoyment of a dwelling unit.

(d) Serious or repeated violations of the rental agreement, any reasonable rules or regulations, or any applicable building or housing codes.

(e) Occupation of any premises without permission or agreement, following any reasonable demand to leave by a person in authority over the premises.

(f) Any conduct by tenant, members of tenant's household, tenant's guests, other persons under tenant's control, or other persons present at tenant's sufferance, whether on or off the premises, that:

(1) Is criminal activity, including but not limited to drug-related criminal activity and gang-related criminal activity (provided that a criminal conviction is not required to evict for criminal activity); or

(2) Threatens the health or safety of, or right to peaceful enjoyment of the premises by, other residents or employees of the owner or manager of the housing; or

(3) Threatens the health or safety of, or right to peaceful enjoyment of their premises by, persons residing in the immediate vicinity of the premises.

(g) Under any other terms in the rental agreement which do not conflict with the provisions of this Code.

### **Section 702. Notice to Comply or Quit Requirements.**

(a) When a landlord desires to obtain possession of a dwelling unit, and when there exists one or more legally cognizable reasons to evict the tenant or tenants occupying the unit as set forth in this Code, the landlord shall give notice to the adult tenants to comply with the housing agreement or quit possession of such dwelling unit according to the provisions of this subchapter.

(b) The purpose of the notice to comply or quit is to provide advance notice to the tenant of a specific problem which needs to be addressed.

(c) Notwithstanding any other provision of this chapter, a landlord may terminate a rental agreement, lease/purchase agreement, or other homebuyer agreement without giving tenant an opportunity to cure the violation and come into compliance where the violation is a serious and/or repeated violation of the terms of such agreement, or if it involves criminal activity or activity which threatens the quiet enjoyment and/or safety and well-being of other residents.

(d) The notice to comply or quit shall be addressed to the adult tenants of the dwelling unit and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which

the tenant is required to comply with the housing agreement or quit possession of the dwelling unit.

(e) Form of Notice. The notice shall be in writing substantially in the following form:

I (or we) hereby give you notice that you are to comply with the housing agreement entered into on \_\_Date\_\_, or quit possession or occupancy of the dwelling unit now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the legally cognizable reason or reasons for the notice to quit possession using the statutory language or words of similar import). Signed, (here insert the signature, name and address of the landlord, as well as the date and place of signing).

Provided that if the violation is one for which landlord is not obligated to provide an opportunity for the tenant to come into compliance, as described in Subsection (c) of this Section, then the notice need only state the violation and the date that tenant must quit possession or occupancy, and need not give the tenant an opportunity to cure.

(f) Time Requirements for Notice. The notice must be delivered within the following periods of time:

(1) No less than seven (7) calendar days prior to the date to comply or quit specified in the notice for any failure to pay rent or other payments required by the agreement.

(2) No less than three (3) calendar days prior to the date to comply or quit specified in the notice for criminal activity (including but not limited to drug-related and/or gang-related criminal activity), nuisance, serious injury to property, injury to persons, or threats to health, safety, or peaceful enjoyment of other premises by other residents or employees of landlord. In situations in which there is an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the notice may be made in a period of time, which is reasonable, given the situation.

(3) No less than fourteen (14) calendar days in all other circumstances.

### **Section 703. Service of the Notice to Comply or Quit.**

All notices to comply or quit shall be in writing, and must be delivered to the tenant in the following manner:

(a) Delivery must be made to an adult person eighteen (18) years of age or older.

(b) Delivery will be effective when it is:

(1) Personally delivered to a tenant with a copy delivered by certified mail; or

(2) Personally delivered to an adult living in the premises with a copy delivered by certified mail; or

(3) Personally delivered to an adult agent or employee of the tenant with a copy delivered by certified mail.

(c) If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:

(1) Certified mail, return receipt requested, at the last known address of the landlord or tenant; or

(2) Securely fastening a copy of the notice to the main entry door of the premises, and by sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.

(d) Proof of service shall be accomplished either by affidavit or other manner recognized by law.

#### **Section 704. Court Ordered Eviction.**

(a) If a tenant has not quit possession of the dwelling unit by the date set forth in the notice to comply or quit, or if tenant has failed to comply with requirements set forth in the notice to comply or quit, the landlord may commence judicial eviction procedures by filing a complaint in the Wyandotte Nation District Court for eviction and such other relief as the Court may deem just and proper. Such complaint shall be filed in accordance with the Wyandotte Nation Civil Procedure Code and this Code.

(b) The complaint shall state:

(1) The names of the adult tenant(s) against whom the suit is brought;

(2) A description of the rental agreement, if any;

(3) The address or reasonable description of the location of the premises;

(4) The grounds for eviction;

(5) A statement showing that the notice to comply or quit and any required termination notices have been served in accordance with this Code or other applicable law;

(6) A statement of the relief demanded, including any claim(s) for possession of the dwelling unit, damages, fees, costs, or other special relief; and

(7) If the landlord is the Wyandotte Nation Housing Department, a statement that the Housing Department has complied with its applicable policies prior to filing the eviction notice.

(c) When a complaint is filed, the Court Clerk shall issue a summons requiring the opposing party to appear at a preliminary hearing within ten (10) days to respond to the complaint. The summons shall give notice that failure to respond may result in a default judgment being entered.

(d) Service of the Summons and Complaint. Service of the summons and a copy of the complaint shall be performed according to the procedures set forth in Section 603 of this Code.

(e) If the tenant appears before the Court at the preliminary hearing, either in person or in writing to contest the complaint, the Court shall set a trial date. Where a defendant appears via a written response, such response shall state any defenses or factual disputes. Where any defendant appears in person, a written response shall be served upon the plaintiff in the manner provided in the Wyandotte Nation Civil Procedures Code within five (5) calendar days of the preliminary hearing, excluding weekends and holidays.

### **Section 705. Setting the Matter for Trial.**

(a) The Court shall set a trial date which is no more than fifteen (15) calendar days following the date for appearance at the preliminary hearing, except when the trial date would fall on a weekend or holiday, and in such circumstances on the first regular Court day following that date.

(b) A defendant may, for good cause shown, and upon the payment of a reasonable sum for the fair rental value of the premises between the date on which the complaint was filed and the date of trial, obtain an extension of time beyond the fifteen (15) day period. The Court may refuse to extend the date of trial where the complaint is based upon nuisance or injuries and the Court shall not extend the date of the trial where the complaint is based upon conduct which is alleged to constitute criminal activity (including but not limited to drug-related and gang-related criminal activity), ongoing damage to the dwelling unit, a serious danger to public health, safety, or peace, or other emergency situation.

(c) The Court may, in its discretion or on motion from the landlord, order the tenant to pay into the Court rents for the use and occupancy during the pendency of the eviction case.

### **Section 706. Defenses.**

The Court shall grant the remedies allowed in this Code, unless it appears by the evidence that:

(a) The premises are untenable, uninhabitable, or constitute a situation where there is a constructive eviction of the tenant, in that the premises are in such a condition, due to the fault of the landlord, that they constitute a real and serious hazard to human health and safety and not a mere inconvenience.

(b) The landlord has failed, without good cause, or refused to make repairs which are his responsibility after a reasonable demand by a tenant to do so, without good cause, and the repairs are necessary for the reasonable enjoyment of the premises.



(c) There are monies due and owing to the tenant because he has been required to make repairs which are the obligation of the landlord and the landlord has failed or refused to make them after a reasonable notice. Such sums may be a complete or partial defense to a complaint for eviction, but only to the extent that such sums set off monies owed for occupancy. A tenant may be evicted after such a period if he fails or refuses to pay the reasonable rental value of the premises.

(d) That due to the conduct of the landlord, there is injury to the tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel, laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace standards.

(e) That there are such serious and material breaches of applicable housing law on the part of the landlord that it would be unjust to grant him a remedy.

(f) The landlord is evicting the tenant because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled.

(g) The landlord terminated the tenancy in retaliation for the tenant's attempt to secure his rights under this Code or to force the landlord to comply with his duties under this Code.

(h) Any other material or relevant fact the tenant might present that may explain why his eviction is contrary to law.

### **Section 707. Burden of proof.**

The burden of proof in all proceedings under this Code shall be preponderance of the evidence. A party shall be considered to have met the burden of proof if most of the evidence presented tends to prove that party's claim.

### **Section 708. Rules of Evidence.**

The Wyandotte Nation Code of Evidence, Title 8, shall be applicable to all court proceedings under this Code.

### **Section 709. Judgment.**

(a) Within five (5) calendar days of the trial, the Court shall issue a judgment of which sets forth all relief that the parties are entitled to as of the date of the judgment. The judgment may:

- (1) Order the immediate eviction of a tenant and delivery of the premises to the landlord;
- (2) Provide for actual damages pursuant to the housing agreement or this Code;
- (3) Order the parties to carry out an obligation required by law;

(4) Order rent payments through garnishment of wages;

(5) Grant any other relief provided in this Code or allowed in law or equity.

(b) If the defendant fails to appear in person on the date set for the trial, the Court shall enter judgment on behalf of the plaintiff following a hearing to determine whether relief should be granted and the kind of relief that should be granted

### **Section 710. Execution of Eviction Order/Judgment.**

(a) An eviction order may be executed by a duly authorized law enforcement officer or officer of the Court, appointed by the Court for such a purpose. To execute the order, the officer shall:

(1) Remove all the evicted persons from the dwelling and verbally order them not to re-enter;

(2) Provide a copy of the order of eviction to all adult tenants;

(3) Post copies of the order of eviction on the doors of the premises if there is not any adult tenant present at the time of execution; and

(4) Supervise the removal of the possessions of the evicted persons.

(b) A law enforcement officer shall, upon receipt of an order of the Court, execute the judgment or order within seventy-two (72) hours of the date and time of the judgment or order, unless the judgment or order provides for a shorter time frame, and make a report to the Court on what was done to enforce it.

### **Section 711. Enforcement of Order.**

Upon entry of a judgment or order for eviction, the defendant's failure to comply may result in civil contempt proceedings for non-Natives and civil contempt and/or criminal proceedings for Native defendants.

### **Section 712. No Self-Help Eviction.**

No landlord may compel a tenant to vacate any premises in a forceful fashion or way which causes a breach of the peace. All landlords shall give a notice to comply or quit and obtain a court order as provided in this Code.

### **Section 713. Appeals.**

Any appeals under this Chapter shall be handled in accordance with the provisions of the Wyandotte Nation Appellate Procedure Code.

## **CHAPTER EIGHT MORTGAGE AND FORECLOSURE**

### **Section 801. Priority.**

All mortgages recorded in accordance with the recording procedures set forth in this chapter, including leasehold mortgages, and including loans guaranteed or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien, provided that same is consistent with applicable laws.

### **Section 802. Recording.**

Until the position and office of the Recording Clerk is established, all land records, mortgages and deeds shall be recorded in the manner heretofore used by the Nation.

### **Section 803-820. RESERVED.**

## **CHAPTER NINE RIGHTS TO INTERVENE**

### **Section 901. Wyandotte Nation or Lessor's Right to Intervene.**

The Wyandotte Nation or any lessor may petition the Tribal Court to intervene in any lease or leasehold mortgage foreclosure proceeding under this Code. Neither the filing of a petition for intervention by the Nation nor the granting of such petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Nation, except as may be expressly authorized by the Nation.

## **CHAPTER TEN FEDERAL RULES AND REGULATIONS**

### **Section 1001. Federal Rules and Regulations Supersede this Code.**

Any rule or regulation that has been promulgated by the U.S. Department of Housing and Urban Development for the said purpose of implementation and management of Indian Housing programs and which Wyandotte Nation Housing Department is required to follow in order to qualify for Federal funds shall supersede the provisions of this Code or those Federally funded housing units only.

### **Section 1002. Exhaustion of Administrative Remedies.**

Prior to commencement of any action in Wyandotte Nation Court, any aggrieved party must first exhaust all available administrative remedies, if any.

**CHAPTER ELEVEN  
PUBLIC POLICY**

**Section 1101. Wyandotte Nation Public Policy.**

The public policy of Wyandotte Nation shall be to ensure the protection of property and the peaceful enjoyment of all dwellings by their rightful owners and tenants. It shall also be the public policy of Wyandotte Nation to hold all parents, guardians and adult supervisors responsible for the damages, civil and/or criminal acts of their minor children. The Wyandotte Nation Tribal Court is empowered to use all lawful remedies available to fulfill this policy.