

**TITLE XII
HOUSING CODE**

CHAPTER 1 GENERAL PROVISIONS

Section 12-1-1 General

(1) Pursuant to the authority vested in the Shoshone Indian Tribe and the Arapaho Indian Tribe of the Wind Reservation, Wyoming, both with governing bodies recognized by the United States and the Secretary of the Interior as authorized to act for their respective tribes, and the authority of such governing bodies to provide for the health, safety, morals and welfare of their respective tribes, the Joint Business Council of the Shoshone and Arapaho Tribes hereby establishes a public body known as the Wind River Housing Authority (hereinafter referred to as the "Authority") and enacts this Housing Authority Code which shall establish the purposes, powers and duties of the Authority.

(2) In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the Authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this code. A copy of the code duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action or proceeding.

Section 12-1-2 Declaration of Need

It is hereby declared:

(1) That there exists on the Wind River Reservation insanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodations available at rents or prices which persons of low income can afford; and that such shortage forces such persons to occupy insanitary, unsafe and overcrowded dwelling accommodations.

(2) That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention and other public services and facilities.

(3) That the shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise.

(4) That the providing of decent, safe, and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of tribal concern.

(5) That residential construction activity and a supply of acceptable housing are important factors to general economic activity and that the undertakings authorized by this code to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment.

(6) That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Section 12-1-3 Purposes

The Authority shall be organized and operated for the purposes of:

(1) Remediating unsafe and insanitary housing conditions that are injurious to the public health, safety and morals.

(2) Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income.

(3) Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings.

Section 12-1-4 Definitions

The following terms, wherever used or referred to in this code, shall have the following respective meanings, unless a different meaning clearly appears from the context:

(1) “Area of operation” means all areas within the jurisdiction of the tribes.

(2) “Board” means the Board of Commissioners of the Authority.

(3) “Council” means the Joint Business Council consisting of the Business Council of the Shoshone Tribe and the Business Council of the Arapaho Tribe.

(4) “Federal government” includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality corporate or otherwise, of the United States of America.

(5) “Home buyer” means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not achieved home ownership.

(6) “Housing project” or “Project” means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental, sale of individual units in single or multifamily structures under conventional condominium, or cooperative sale contracts or lease-purchase agreement, loans, or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare or other purposes. The term “housing project” or “Project” also may be applied to the planning of the building or improvements, and acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

(7) “Obligations” means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this code.

(8) “Obligee” includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor’s interest or any part thereof, and the federal government when it is a party to any contract with the Authority in respect to a housing project.

(9) “Person of low income” means persons or families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent, safe and sanitary dwellings for their use.

Section 12-1-5 Board of Commissioners

(1) The affairs of the Authority shall be managed by a Board of Commissioners composed of six (6) persons.

- a) Two (2) members of the Board shall be members of the Shoshone Tribe;
 - b) Two (2) members of the Board shall be members of the Arapaho Tribe;
- and
- c) Two (2) members of the Board shall not be members of either tribe.

(2) The Board members shall be appointed and may be reappointed by the Council. A certificate of the Secretary of the Council as to the appointment or reappointment of any commissioner shall be conclusive evidence of the due and proper appointment of the commissioner.

(3) No person shall be barred from serving on the Board because he is a tenant or Home buyer in a housing project of the Authority; and such commissioner shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or home buyers, even though such matters affect him as well. However, no such commissioner shall be entitled to or permitted to participate in or be present at any meeting (except in his capacity as a tenant or Home buyer), or to be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or Home buyer.

(4) The term of office shall be four (4) years and staggered. When the Board is first established, one member's term shall be designated to expire in one (1) year, another to expire in two (2) years, two to expire in three (3) years, and the last two in four (4) years. Thereafter, all appointments shall be for four (4) years, except that in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his successor has been appointed and has qualified.

(5) The Board shall elect from among its members a chairman, vice-chairman, and a secretary-treasurer; and any member may hold two (2) of these positions. In the absence of the chairman, the vice-chairman shall preside, and in the absence of both the chairman and vice-chairman, the secretary shall preside.

(6) A member of the Board may be removed by the appointing power for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the appointing power and only after the member has been given a written notice of the specific charges against him at least ten (10) days prior to the hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his behalf. In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power and a copy thereof sent to the appropriate office of the Department of Housing and Urban Development.

(7) The commissioners shall not receive compensation for their services, but shall be entitled to compensation for expenses, including travel expenses, incurred in the discharge of their duties.

(8) A majority of the full Board (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of such full Board.

(9) Complete and accurate records shall be kept of all meetings and actions taken by the Board.

(10) Full and accurate financial reports shall be kept, periodic reports made to the Board and a complete annual report submitted, in written form to the Council as required by Section 12-1-8 (1) of this code.

(11) Meetings of the Board shall be held at regular intervals as provided in the bylaws. Emergency meetings may be held upon twenty-four (24) hours' actual notice and business transacted, provided that not less than a majority of the full Board concurs in the proposed action.

Section 12-1-6 Powers

(1) The Authority shall have perpetual succession in its corporate name.

(2) The Council hereby gives its irrevocable consent to allowing the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this code and hereby authorized the Authority to agree by contract to waive any immunity from suit which it might otherwise have, but the tribes shall not be liable for the debts or obligations of the Authority.

(3) The Authority shall have the following powers which it may exercise consistent with the purposes for which it is established:

a) To adopt and use a corporate seal;

b) To enter into agreements, contracts and understandings with any governmental agency, federal, state or local (including the Council) or with any person, partnership, corporation or Indian tribe, and to agree to any conditions attached to federal financial assistance;

c) To agree, notwithstanding anything to the contrary contained in this code or in any other provision of law, to any conditions attached to federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions which the federal government may have attached to its financial aid to the project;

d) To obligate itself, in any contract with the federal government for annual contributions to the Authority, to convey to the federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may further provide that in case of such conveyance, the federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract; provided, that the contract requires that, as soon as practicable after the federal government is satisfied that all defaults with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the federal government shall reconvey to the Authority the project as then constituted;

e) To lease property from the tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same;

f) To borrow or lend money, to issue temporary or long-term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Section 12-1-7 of this code;

g) To pledge the assets and receipts of the Authority as security for debts, and to acquire, sell lease, exchange, transfer or assign personal property or interests therein;

h) To purchase land or interests in land or take the same by gift, to lease land or interests in land to the extent provided by law;

i) To undertake and carry out studies and analyses of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof;

j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units), to lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase, to establish and revise rents or required monthly payments, to make rules and regulations concerning the selection of tenants or home buyers, including the establishment of priorities, and concerning occupancy, rental, care and management of housing units, and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this code;

k) To finance purchase of a home by an eligible Home buyer in accordance with regulations and requirements of the Department of Housing and Urban Development;

l) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or Home buyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement, and to bring action for eviction against such tenant or Home buyer;

m) To establish income limits for admission that insure that dwelling accommodations in a housing project shall be made available only to persons of low income;

n) To purchase insurance from any stock or mutual company for any property or against any risk or hazards;

o) To invest such funds as are not required for immediate disbursement;

p) To establish and maintain such bank accounts as may be necessary or convenient;

q) To employ an executive director, technical or maintenance personnel and such other officers and employees, permanent or temporary, as the Authority may require, and to delegate to such officers and employees such powers or duties as the Board shall deem proper;

r) To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority;

s) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a state or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including but not limited to the issuance of notes or other obligations and giving security therefor), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing project or projects of the Authority or such other public housing agency or agencies. For such purpose, the Authority may by resolution prescribe and authorize any other public housing agency or agencies, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies; and

t) To adopt such bylaws as the Board deems necessary and appropriate.

(4) It is the purpose and intent of this code to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the federal

government in the undertaking, construction, maintenance or operation of any project by the Authority.

(5) No ordinance or other enactment of the tribe with respect to the acquisition, operation, or disposition of tribal property shall be applicable to the Authority in its operation pursuant to this code.

Section 12-1-7 Obligations

(1) The Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Authority may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable:

- a) Exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal government in aid of such project;
- b) Exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or
- c) From its revenues generally.

Any such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

(2) Neither the commissioners of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

(3) The notes and other obligations of the Authority shall not be a debt of the tribe and the obligations shall so state on their face.

(4) Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the tribe. The tax exemption provisions of this code shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this code and without necessity of being restated in the obligations, a contract between:

- a) The Authority and the tribe; and

b) The holders of obligations and each of them, including all transferees of the obligations from time to time.

(5) Obligations shall be issued and sold in the following manner:

a) Obligations of the Authority shall be authorized by a resolution adopted by a vote of a majority of the full Board and may be issued in one or more series;

b) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide;

c) The obligations may be sold at public or private sale at not less than par; and

d) In case the commissioners of the Authority whose signatures appears on any obligations cease to be commissioners before the delivery of such obligations, the signature shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners had remained in office until delivery.

(6) Obligations of the Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or enforce ability of any obligation of the Authority or the security therefor, any such obligation reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this code shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purposes and provisions of this code.

(7) In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the Authority, subject to the limitation in the code may:

a) Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence;

b) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenant or rights securing or relating to the obligations;

c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right

then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property;

d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof;

e) Covenant as to what other or additional debts or obligations may be incurred by it;

f) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof;

g) Provide for the replacement of lost, destroyed or mutilated obligations;

h) Covenant against extending the time for payment of its obligations or interest thereon;

i) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof;

j) Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof;

k) Create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves and other purposes, and covenant as to the use and disposition of the monies held in such funds;

l) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, with proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given;

m) Covenant as to the use, maintenance, and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies;

n) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation;

o) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity,

and as to the terms and conditions upon which such declaration and its consequences may be waived;

p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations;

q) Exercise all or any part or combination of the powers granted in this section;

r) Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character; and

s) Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Authority, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

Section 12-1-8 Miscellaneous

(1) The Authority shall submit an annual report, signed by the chairman of the Board, to the Council showing:

- a) A summary of the year's activities;
- b) The financial condition of the Authority;
- c) The condition of the properties;
- d) The number of units and vacancies;
- e) Any significant problems and accomplishments;
- f) Plans for the future; and
- g) Such other information as the Authority or Council shall deem pertinent.

(2) During his tenure and for one (1) year thereafter, no commissioner, officer, or employee of the Authority, or any member of any governing body of the tribes, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the Authority and such disclosure is entered upon the minutes of the Authority, and the commissioner, officer or

employee shall not participate in any action by the Authority relating to the property or contract in which he has any such interest. If any commissioner, officer, or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a commissioner, officer or employee, the commissioner, officer or employee, in any such event, shall immediately disclose his interest in writing to the Authority, and such disclosure shall be entered upon the minutes of the Authority, and the commissioner, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he has any such interest. Any violation of the foregoing provisions of this section shall constitute misconduct in office. This section shall not be applicable to the acquisition of any interest in obligations of the Authority issued in connection with any project, or to the execution of agreements by banking institutions for the deposit or handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services, the rates for which are fixed or controlled by a governmental agency, or to membership on the Board as provided in Section 12-1-5 (1).

(3) Each project developed or operated under a contract providing for federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable federal legislation, and with all regulations and requirements prescribed from time to time by the federal government in connection with such assistance.

(4) The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents or employees handling cash or authorized to sign checks or certify vouchers.

(5) The Authority shall not construct or operate any project for profit.

(6) The property of the Authority is declared to be public property used for essential public and governmental purposes, and such property and the Authority are exempt from all taxes and special assessments of the tribe.

(7) All property including funds acquired or held by the Authority pursuant to this code shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees or revenues or the right of the federal government to pursue any remedies conferred upon it pursuant to the provisions of this code or the right of the Authority to bring eviction actions in accordance with Section 12-1-6 (3) (1).

Section 12-1-9 Cooperation in Connection with Projects

(1) For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the tribe hereby agrees that:

a) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority;

b) It will furnish or cause to be furnished to the Authority and the occupants of projects all services and facilities of the same character and to the same extent as the tribe furnishes from time to time without cost or charge to other dwellings and inhabitants;

c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project, and the surrounding territory;

d) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects;

e) The tribal government hereby declares that the powers of the tribal government shall be vigorously utilized to enforce eviction of a tenant or Home buyer for nonpayment or other contract violations including action through the appropriate courts; and

f) The tribal courts shall have jurisdiction to hear and determine an eviction of a tenant or Home buyer. The tribal government hereby declares that the powers of the tribal courts shall be vigorously utilized to enforce eviction of a tenant or Home buyer for nonpayment or other contract violations.

(2) The provisions of this article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the consent of the Department of Housing and Urban Development, so long as:

a) The project is owned by a public body or governmental agency and is used for low income housing purposes;

b) Any contract between the Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force or effect; or

c) Any obligations issued in connection with such project or monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whichever period ends the latest.

If at any time title to, or possession of, any project is held by any public body or governmental agency authorized by law to engage in the development or operation of low income housing, including the federal government, the provisions of this shall inure to the benefit of and be enforced by such public body or governmental agency.

Section 12-1-10 Approval by the Secretary of the Interior

With respect to any financial assistance contract between the Authority and the federal government, the Authority shall obtain the approval of the Secretary of the Interior or his designee.

CHAPTER 2 LANDLORD-TENANT AND EVICTION CODE

Section 12-2-1 General Provisions

(1) Title. This code and ordinance may be known and cited as the Landlord-Tenant Eviction Code of the Shoshone and Arapaho Tribes of the Wind River Indian Reservation, Wyoming.

(2) Jurisdiction. This 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, renting, leasing, occupying or using any and all housing, dwellings or accommodations for human occupation and residence.

a) Jurisdiction is extended over all buildings and lands intended for human dwelling occupation or residence which may lie within:

i) the exterior boundaries of the Wind River Indian Reservation;

ii) lands owned by, held in trust for, leased or used by the Shoshone and Arapaho Tribes, the Wind River Housing Authority, or any other entity of the tribes; or

iii) the Indian Country of the Shoshone and Arapaho Tribes, as may be defined from time to time by the laws of the tribe or of the United States;

b) Jurisdiction is extended over all persons or entities within the jurisdiction of the tribes who sell, rent, lease or allow persons to occupy housing, dwellings, or accommodations for the purpose of human dwelling occupation or residence, and all persons who buy, rent, lease or occupy such structures. Such personal jurisdiction is extended over all persons and entities, whether they are members of the Shoshone and Arapaho Tribes or not, whether they are Indian or non-Indian, and whether they have a

place of business within the Wind River Indian Reservation. Any act within the Wind River Indian Reservation dealing with the subject matter of this code shall be subject to the jurisdiction of the Shoshone and Arapaho Tribes; and

c) Jurisdiction over all matters arising within the jurisdiction of the tribes with respect to the subjects of this code, and jurisdiction with respect to any person or entity acting or causing actions which are within the code shall be exercised by the Tribal Court of the Shoshone and Arapaho Tribes.

(3) Purposes of the Code and its Interpretation. This code shall be liberally construed and applied to carry out its purposes and intent, and 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;

b) Encourage owners and occupiers of dwellings to maintain and improve them in order to improve the quality of housing as a tribal resource; and

c) Preserve the peace, harmony and safety of the people of the Shoshone and Arapaho Tribes and those permitted to enter or reside on the Wind River Indian Reservation.

(4) Definitions. As used in this code the following words will have the meanings given them in this section:

a) An “action,” “suit or lawsuit,” “claim,” “complaint,” or “defense” will include any dispute between persons or entities which relates to the sale, rental, use or occupancy of any housing, dwelling or accommodation for human occupancy, including claims for the payment of monies for such housing, dwellings or accommodations, damages to such units, fees, costs or expenses relating to them, the condition of such units or the relationships between owners and occupiers of such units, including the right to occupy them;

b) “Building or housing codes” are any law, ordinance or governmental regulation of the tribe 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 or housing codes;”

c) A “dwelling or dwelling unit” means a structure or part of a structure that is used as a home, residence, or sleeping place by any person who maintains a household;

d) An “Indian” is any person recognized as being an Indian or Alaska Native by any tribe, the Government of the United States, or any state, or any person who is recognized or acknowledged to be “Indian” in the community and who has an ancestor or ancestors who resided on the North American continent prior to 1492;

e) “Indian country,” the “territorial jurisdiction” or the “jurisdiction” of the tribe shall include all lands owned by, held in trust for, leased, occupied or otherwise controlled by the Shoshone and Arapaho Tribes, as well as any such ownership or use by an entity of the tribes, and those terms will include any and all areas which may constitute the “Indian country” of the tribes under applicable provisions of its laws or the laws of the United States;

f) The “Wind River Housing Authority” is that entity established under the laws of the tribes for the purpose of constructing and maintaining dwellings for public use within the territorial jurisdiction of the tribes;

g) A “landlord” is any person or entity or agency of government that is the owner, lessor or sublessor of a dwelling unit, and it also means a manager of any such dwelling unit;

h) An “owner” is any person or entity jointly or individually having legal title to all or part of land or a dwelling, including the legal right to own, manage, use or control a dwelling unit under a mortgage, long-term lease or any other security arrangement;

i) A “person” includes an individual or organization, and where the meaning of a portion of this code requires, it means a public agency, corporation, partnership or any other entity recognized by law;

j) A “premises” is a dwelling unit and the structure of which it is a part, and all facilities and areas connected with it, including grounds, areas and facilities intended for the use of tenants or whose use is either promised or practiced for tenants;

k) “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, the term rent will be used to refer to 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 an Indian Housing Authority and any person. It shall also be deemed to include a “MB Contribution.” The term shall also include any payment due and owing for the purposes of any eviction due to a default in a mutual help and occupancy agreement, purchase agreement or other agreement for the sale of housing;

l) A “rental agreement” means any agreement, written, oral or by practice 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 the 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, a MHO agreement, or any sales agreement where a person has not yet achieved home ownership under that agreement;

m) The “reservation” in this code is the Wind River Indian Reservation of the Shoshone and Arapaho Tribes;

n) A “tenant” is any person entitled to rent, purchase or occupy a dwelling under an agreement to rent, occupy or purchase a dwelling, and it includes any person actually occupying a dwelling that he does not own. It will also include any person of the same household of a tenant, including guests, actual occupiers, heirs or successors to any interest in a dwelling; and

o) The “tribes” are the Shoshone and Arapaho Tribes of the Wind River Indian Reservation, Wyoming.

Section 12-2-2 Rights, Obligations and Remedies of Landlords

(1) Sources of Rights, Obligations and Remedies. The rights, obligations and remedies of landlords, as defined in this code, are contained in:

- a) The laws of the tribe;
- b) Applicable statutes, regulations and agreements with agencies of the United States;
- c) Agreements with occupiers of dwellings;
- d) Building, housing or zoning codes of the tribes; and
- e) Other laws which are made applicable through the provisions of this code.

(2) Effect of any Agreement regarding Dwellings. Unless an agreement or an applicable provision of it is clearly contrary to this code, the agreement or provisions will govern the rights and obligations of any party before the tribal court, and the court must grant the relief provided for in the agreement according to its terms. Where there is no written agreement, the intent of the parties expressed in their oral agreement or relationship will govern, as well as the applicable provisions of this code.

(3) Landlord Rights. Each landlord under this code has the right to:

a) Be paid any rent or money due under an agreement within nine (9) days from the agreed date of payment or within nine (9) days following the first day of a month in a month-to-month agreement for dwelling occupancy;

b) Adopt reasonable rules and regulations for the use and occupancy of a dwelling which are designed to promote the convenience, safety or welfare of occupants, preserve the property from abusive or improper use, make a fair distribution or use of services and facilities for those who occupy dwellings, or otherwise preserve the peace and quiet enjoyment of other tenants;

c) Have access to the dwelling for maintenance, repairs, decorations, alterations or improvements, to inspect the premises, supply necessary or agreed services, or show the dwelling to prospective buyers or tenants, and to otherwise have reasonable access to the premises. Such access must be at reasonable times when the tenant is present, and upon a notice of at least twenty-four (24) hours, except in situations involving an emergency or where the tenant consents. No tenant who unreasonably denies access to a landlord for these purposes may complain that any services or repairs were not provided;

d) Require that any tenant comply with codes or regulations regarding housing, health, safety or public order, keep the premises reasonably clean and safe, dispose of all ashes, garbage, rubbish and waste in a clean and safe manner, keep the premises and its parts in good repair, reasonably use all electrical, plumbing, sanitary, heating, ventilating, air conditioning or other facilities and appliances, conduct himself and require others on the premises to conduct themselves in a way that will not disturb the peaceful enjoyment of others or abuse property, use all parts of the premises in a way they were intended or designed, and refrain from destroying, defacing, damaging or removing any part of the premises or allow any other to do so; and

e) Reasonably enjoy all rights which are given by law or the agreement of the parties;

(4) Landlord Obligations. Every landlord under this code has these obligations:

a) To maintain the dwelling in a decent, safe and sanitary condition, except to the extent that a tenant has that obligation under an agreement;

b) To guarantee the right of quiet enjoyment of the dwelling to the tenant and insure that the conduct of other tenants and those with them does not cause a nuisance, endangerment of public health and safety, breach of the peace or interference with the quiet enjoyment of others;

- c) To comply with applicable building or housing codes, where that is the responsibility of the landlord;
- d) To make necessary repairs to the premises, except where the tenant has that obligation by agreement or applicable law;
- e) To keep dwellings, facilities and common areas which are not assigned to a specific tenant in a clean and safe condition;
- f) To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, where such things are not the responsibility of a tenant;
- g) To provide and maintain proper and appropriate receptacles and facilities (except for those of the individual tenant) for the proper disposal of ashes, garbage, rubbish and other waste from the dwelling;
- h) To provide running water and hot water and heat which is appropriate for the season of the year and in accordance with applicable housing and health codes, except to the extent the tenant is required to provide for them himself;
- i) To disclose, in writing, the name, address and telephone number of any person authorized to manage the dwelling, the owner of the premises or his agent, the person responsible for receiving rent, notices and demands under this code, and the person responsible for making repairs, where they are required. If such a disclosure is not made, then any person who receives payments or deals with a tenant as an apparent landlord or manager will be deemed to be the proper landlord for actions under this code;
- j) To give possession of the premises to the tenant in accordance with the agreement to occupy; and
- k) To respect the rights of tenants as set forth in this code.

(5) Remedies. 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, pay any monies due and owing under the agreement of the parties, or to terminate the agreement under which the tenant occupies the premises and demand that he and those with him leave the premises;
- b) Require repairs or maintenance which are the responsibility of the tenant and comply with reasonable rules and regulations for occupancy; and

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

Section 12-2-3 Rights, Obligations and Remedies of Tenants

(1) Tenant Rights. Each tenant under this code shall have the right to:

a) Quiet enjoyment of the premises and protection of that right by the landlord against offending persons or things that are under his control;

b) Receipt of reasonable notice, as provided by this code, for compliance with the agreement of the tenant, termination of an agreement or eviction;

c) Compliance with applicable building or housing codes;

d) A reasonable and effective means of dealing with the landlord or his agents, making complaints regarding the premises or agreement and having them resolved in a reasonable manner, having a grievance resolved through a reasonable grievance procedure, disputing any notice to comply with the agreement of the parties or the law, including a notice terminating the agreement, and otherwise have an effective opportunity to be heard and fairly treated. This right includes all grievance, notice and hearing rights required of the Housing Authority and a reasonable formal or informal procedure in dealing with a landlord that is not an Indian Housing Authority; and

e) Apply to the tribal court in any action authorized by this code or law to enforce rights under this code.

(2) Tenant Obligations. Every tenant under this code will have these obligations:

a) To pay rent, purchase payments, costs, fees, or damages in accordance with the agreement of the parties, this code and applicable law;

b) To respect and comply with the rights of landlords recited in Section 12-2-2 (3) of this code;

c) To maintain the premises in a safe and clean manner, and to otherwise maintain the premises as may be required by agreement or this code and conduct themselves in using the premises and common areas in a way which does not disturb the quiet enjoyment of others or cause a breach of the peace. These obligations include the duty to require that those who occupy or use the premises as guests or by invitation conduct themselves in a similar way;

- d) To not give up the premises to others, assign a lease agreement, sublease, provide accommodations for boarders, lodgers or others who are not parties to the agreement over the premises without the permission of the landlord. No guest or other person invited to stay at the premises may remain for more than thirty (30) days without the permission of the landlord;
- e) To use the premises only for a personal and private dwelling as agreed, and not to use or permit its use for any other purpose;
- f) To abide by necessary and reasonable rules and regulations made by the landlord;
- g) To keep the premises and assigned areas in a clean and safe condition and use them in the ways in which they were designed or intended;
- h) To dispose of all ashes, garbage, rubbish and other waste, as well as junk, abandoned vehicles or other unnecessary items in a proper, sanitary and safe manner;
- i) To use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities that are a part of the premises and the property of the tenant in a proper, safe, sanitary and reasonable manner;
- j) To refrain from destroying, defacing, damaging, or removing any part of the premises or common tenant areas, and to require family members and guests to act in like manner;
- k) To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises or common areas caused by the tenant, his household or guests, or to make repairs for such damages where that is the obligation of the tenant, all within thirty (30) days of such damage;
- l) To conduct himself and cause other persons to conduct themselves in a way that will not disturb or injure neighbors, and in a way that will keep the dwelling and common areas in a decent, safe and sanitary condition;
- m) To refrain from illegal conduct or any other activity that is contrary to written or traditional law which may harm the physical or social environment of the premises or the area around it; and
- n) To perform seasonal maintenance or other maintenance reasonably required by the agreement of the tenant or the reasonable rules and regulations of the landlord.

(3) Tenant Remedies. Where a landlord has not complied with this code or the agreement of the parties, the tenant has the right to:

- a) Give reasonable notice to the landlord to comply with his obligations, demand repairs which are the responsibility of the landlord or terminate the agreement under which the tenant occupies the premises;
- b) Require repairs or maintenance which are the responsibility of the landlord; and
- c) 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 12-2-4 Procedures

(1) Grounds for Eviction. Any tenant, as defined in this code, may be evicted from any premises, ordered to pay damages and costs, or otherwise be subjected to the order or judgment of the tribal court for the breach of any obligation under this code, any agreement, including an agreement to purchase or rent any dwelling, or for any other obligation provided by law. A tenant may be evicted for:

- a) Nonpayment of payments under an agreement for the purchase or occupation of a dwelling when such payments are not made within nine (9) days of the agreement date of payment or nine (9) days following the first day of the month in a month-to-month tenancy;
- b) Any arrearage in payments, costs, or damages which have been due and owing for thirty (30) 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) Nuisance, property damage or destruction, injuries to the property, person or peace of other tenants, or injuries or damage to common areas and property;
- d) Noncompliance with this code, building or housing codes or the reasonable rules and regulations of the landlord; or
- e) Occupying any premises without permission or agreement, following any reasonable demand by a person in authority over the premises to leave.

(2) Notices. A tenant by reason of a rental agreement or any purchase agreement with the Housing Authority shall be entitled to such notice as may be required by laws and

regulations of the United States, the laws governing the authority or its regulations, and otherwise notices will be governed by the provisions of this part.

(3) Manner of Giving Notice.

a) Notices Other than Notices to Cancel or Terminate an Agreement. Any notice to a landlord or tenant to comply with the agreement of the parties or this code, other than a notice to cancel or terminate the agreement of the parties, may be given in any reasonable manner or as provided by the agreement of the parties; and

b) Notices to Cancel or Terminate Agreements, and Notices to Leave the Premises. Any notice to cancel or terminate an agreement for the purchase, use or occupancy of a dwelling or to leave a premises must be in writing, and must be delivered to the tenant or landlord in the following manner:

i) delivery must be made by:

A) a law enforcement officer of the tribe, an agency of the United States or, where otherwise provided by law, the State;

B) any person authorized by the tribal courts; or

C) any adult member of the tribe who resides on the reservation who is not an employee or agent of the landlord or tenant;

ii) delivery will be effective when it is:

A) personally delivered to a tenant;

B) personally delivered to an adult living in the premises; or

C) personally delivered to an adult agent or employee of the landlord or tenant;

iii) if the notice cannot be given by means of personal delivery or the landlord or tenant cannot be found, the notice may be delivered by means of:

A) certified mail, return receipt requested, at the last known address of the landlord or tenant; or

B) securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises,

including a tribal office, public store or other commonly frequented place;
and

iv) the person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

(4) Termination of a Lease. An agreement of the parties for the lease of a premises, and not for the purchase of a premises, may be terminated in the following manner:

a) Termination shall be only for good cause under this code or the agreement of the parties, and in the situation where the Wind River Housing Authority is the landlord, termination of the lease shall only for serious or repeated violations of the material terms of the lease, including the failure to make agreed payments, the failure to fulfill tenant obligations or for other good cause;

b) The written notice must contain the reasons for the termination, and inform the person receiving notice of the right to make a reasonable reply;

c) Where the landlord is the Wind River Housing Authority, the notice must inform the tenant of the right to request a hearing in accordance with the Authority's required grievance procedures; and

d) The notice must be delivered within the following periods of time:

i) no less than fourteen (14) days prior to the termination of the lease for any failure to pay rent or other payments required by the agreement;

ii) no less than three (3) days prior to the termination of the lease for nuisance, serious injury to property or injury to persons. In situations where 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; or

iii) no less than thirty (30) days in all other situations.

(5) Termination of a Purchase Agreement or MHO Agreement. An agreement of the parties for the purchase of a dwelling may be terminated in the following manner:

a) Where the landlord is the Wind River Housing Authority, the purchase or MHO agreement may be terminated for failure to comply with obligations under the agreement, misrepresentation or withholding of material information with respect to

admission, income or family composition or any other material breach of the agreement. In all other cases the agreement may be terminated for its breach;

b) The notice of termination must be in writing and must contain (Form XII-1):

i) the reason(s) for termination;

ii) a statement that the Home buyer or tenant may respond to the landlord in writing or in person regarding the reason given;

iii) a statement of the time in which the response must be made;

iv) where the person giving notice is the Wind River Housing Authority, a statement that the person may be represented or accompanied by a person of his choice, including a representative of the tribes;

v) where the person giving notice is the Wind River Housing Authority, a statement that the agreement will terminate on the thirtieth (30th) day after the date of receipt of the notice, but that if within that time the person receiving notice gives satisfactory evidence or assurances he will cure the breach and continue to carry out his obligations under the agreement, the Housing Authority may rescind or extend the notice. There shall also be a statement that if there is no rescission or extension, the agreement shall terminate on the thirtieth (30th) day after the date of receipt of the notice; and

vi) in situations where the person giving notice is not the Housing Authority, the notice must state the date of termination of the agreement, which must be no sooner than the thirtieth (30th) day after delivery of the notice; and

c) In all cases, the notice must be delivered no less than thirty (30) days prior to the termination of the agreement and a reasonable opportunity must be given to the person receiving notice to discuss or contest the reason for termination and to cure any breach.

(6) Required Hearings and Grievances. The Housing Authority is required to conduct a hearing or conduct a grievance process prior to the termination or cancellation of an agreement:

a) The hearing or grievance procedure must be offered or held prior to seeking relief from the court;

b) The hearing or grievance procedure must be capable of being held prior to the cancellation or termination of the agreement; and

c) Any hearing or grievance procedure may be held either at a date, time and place stated in the notice or it may be by an arrangement of the parties.

(7) Notice to Quit. Following any notice which terminates or cancels an agreement or any notice to a person who occupies a dwelling without an agreement to leave it, a tenant may be given a notice to quit possession of the premises as follows:

a) Except by mutual consent of the parties, no landlord may compel a tenant to vacate any premises in a forceful fashion or way which causes a breach of the peace without giving a notice to quit and obtaining a court order as provided in this code;

b) The notice to quit may be served by any tribal or other law enforcement officer or any person appointed by the tribal court for service of process, and it must be served as provided in Section 12-2-4 (3) of this code;

c) The notice must be addressed to the known tenants of the premises, although unknown occupants need not be named, and it shall state the reason(s) for the notice and state a date by which the tenant must leave the premises and surrender it to the landlord;

d) Any notice which substantially complies with the following form will be sufficient (Form XII-2):

“TO: (name of tenants) and occupiers of (address of premises or reasonable description of location).

“You are required to quit possession or occupancy of these premises, move out and return the possession of the premises to the landlord on or before (state the date) for the following reason(s) (state what they are):

“(name and address of person giving notice, date and signature);” and

e) The notice must provide not less than eight (8) days following the date of service of the notice to quit in order to leave, except in cases of nuisance or injuries as provided in Section 12-2-4 (c) of this code.

(1) Complaint. At any time after the expiration of the time set in the notice to quit, if the tenant or occupant of the premises refuses to quit possession or occupancy of the premises, the landlord may file a complaint in tribal court for eviction and other relief. (Form XII-3)

a) The complaint must state:

i) the name and known address of the tenants against whom the suit is brought, but it need not state the names of any other occupants, who will be considered to be bound by a court order;

ii) a description of the agreement of the parties or the terms under which the person being sued occupy the premises;

iii) the address or location of the premises in sufficient terms to allow a law enforcement officer to carry out any order of the court;

iv) a description of the obligation the tenant has breached or the reason for the action;

v) a statement showing that any required notices and the notice to quit have been served in accordance with the provisions of this code requiring them; and

vi) the relief demanded, including any claims for damages, fees, costs or other special relief.

b) Action upon Filing Complaint. When a complaint is filed in tribal court, it must be immediately presented to a tribal court judge. This must be on the date of filing or, if no judge is present, on the first working day after filing or when a judge may first be found. The judge must review the complaint and must, if it appears to be in compliance with Section 12-2-5, issue an order of the court requiring the defendant named in the complaint to appear before the court on a certain date to contest the complaint. The date for appearance or answering the complaint must be no less than five (5) days after the date of the order in matters involving a nuisance or injuries or ten (10) days in all other cases;

c) Appearance date and judgment:

i) if the tenant appears before the court in person or in writing to contest the complaint, the court must set a hearing date. Any written response must state any defenses or factual disputes, and where any defendant appears in

person, a written response must be served upon the plaintiff within five (5) days of any hearing, excluding weekends and holidays;

ii) the court must set a hearing date which is no more than fifteen (15) days following the date for appearance, except when the hearing date would fall on a weekend or holiday, and in such a situation on the first working day following that date;

iii) 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 hearing, obtain an extension of time beyond the 15-day period. The court may refuse to extend the date of hearing where the complaint is based upon nuisance or injuries provided in Section 12-2-4 (1) (c) of this code and must not extend the date of hearing where the complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety or peace;

iv) if a tenant fails to appear in person or in writing on or before the date of appearance, the court must 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; and

d) Defenses. The court must grant the remedies allowed in this code, unless it appears by the evidence that:

i) 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;

ii) the landlord has failed or refused to make repairs which are his responsibility after a reasonable demand by a tenant to do so and for a period of more than thirty (30) days after the demand, without good cause, and the repairs are necessary for the reasonable enjoyment of the premises;

iii) no defense may be founded upon either of the grounds listed in subsections (a) or (b) of this section unless:

A) the obligation to maintain or repair is that of the landlord under this code or the agreement of the parties, and a clear and reasonable demand was made by the tenant to correct such conditions or the landlord knew of them; and

B) the landlord has had a reasonable opportunity to maintain or make repairs and the tenant has been cooperative in allowing them;

iv) 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 of not less than thirty (30) days. 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;

v) 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. Any such defense must be strictly construed to avoid abuse or the denial of a fair remedy to the landlord. No such defense will be allowed unless it involves actual prejudice or injury to the tenant and serious violations of fairness and justice; or

vi) that there are serious and material breaches of applicable housing law on the part of the landlord that it would be unjust to grant him a remedy. This defense must be strictly construed to avoid abuse and the denial of a fair remedy to the landlord and to assure that the dwelling is preserved.

(5) Tenant Complaints and Claims. Any complaint or claim by a tenant which does not fall within the procedures of this section may be made under the rules of civil procedure of the tribal court.

(6) Discovery and Prehearing Proceedings. Extensive, prolonged or time consuming discovery and prehearing proceedings will not be permitted, except in the interests of justice and for good cause shown by the moving party. Discovery shall be informal, and reasonably provided on demand of a party, and it shall be completed within five (5) days of the date of hearing. Requests for discovery must be made no later than three (3) days following the setting of a hearing date. The court may enter reasonable orders requiring discovery or protecting the rights of the parties upon reasonable notice.

(7) Evidence. Evidence in proceedings under this section shall be informal, and may include hearsay evidence if such evidence is not the basis for a final decision. The books and records of the parties as to the payment or nonpayment of monies owed will be received in evidence and the files and business records of the landlord with respect to the agreement of the parties will be received in evidence upon their presentation to the court; provided, however, that

a tenant may examine the custodian of such records as to their contents. All hearings will be informal and designed to receive evidence in a fair and just manner.

(8) Prehearing Conferences. The court may require that the parties attend a prehearing conference prior to the hearing in order to simplify the issues and evidence at trial and to discuss a reasonable disposition of the case.

(9) Substantial Compliance. No complaint will be dismissed on the ground a plaintiff has not complied with the notice, hearing and grievance provisions of this code unless it appears that he has abused or willfully failed to comply with them, that he is not in substantial compliance with them, and that it would be in the interests of justice to deny relief or a remedy. Any landlord who has substantially complied with the procedures of this code or who has substantially complied with his obligations under Section 12-2-5 (4) of this code will not be denied relief.

(10) Judgment. Within five (5) days of the date of the hearing, the court must grant and enter judgment, and the judgment must grant all relief that the parties are entitled to as of the date of entry of the judgment. The judgment may:

- a) Order the immediate eviction of a tenant and delivery of the premises to the landlord;
- b) Grant actual damages as provided in the agreement of the parties or this code, including interest;
- c) Order the parties to carry out an obligation required by law;
- d) Order the payment of attorney's fees, where allowed by law or agreement, costs and expenses of litigation; or
- e) Grant any relief provided in this code or allowed in law or equity.

(11) Form of Judgment. The judgment shall state the relief granted by the court to any party, but need not state findings of fact or conclusion of law in support of the judgment. The judgment may state brief reasons for it. (Form XIT-4)

(12) Execution of Judgment. Any judgment may be immediately executed, and the judgments and orders of the court must be enforced by a duly authorized law enforcement officer or officer of the court, appointed by the court for such a purpose. Any law enforcement officer must, upon receipt of an order of the court, execute the judgment or order made by it within five (5) days of the date of the judgment or order and make a report to the court on what was done to enforce it. Any law enforcement officer to whom a judgment or order is given for enforcement who fails or refuses to execute it shall be guilty of an offense, which shall be punishable by

imprisonment of up to thirty (30) days, a fine of up to \$200.00, exclusion from the reservation, dismissal from employment, and the payment of the reasonable damages, costs and expenses to a party for the failure to execute the judgment. This section shall also apply to any judgment on behalf of a tenant obtained under the rules of civil procedure of the court.

(13) Stay of Execution. The losing party may apply for a stay of execution of the judgment or order if:

- a) Good and reasonable grounds affecting the well-being of the party are stated;
- b) There would be no substantial prejudice or injury to the prevailing party during the period of the stay; and
- c) Monies, security or reasonable arrangements are paid or made to satisfy the judgment or pay for the reasonable use and occupancy of the premises during the period of appeal or a reasonable period of time following the judgment.

(14) Appeals. There is no right to an appeal of any judgment or order under the provisions of this code, but such an appeal may be allowed upon the payment of or security for any damages granted in a judgment or other arrangements found satisfactory by the Court of Appeals. An appeal may be disallowed by the chief judge or the presiding judge of the Court of Appeals where it appears to be without merit or where the judgment is based upon conduct which constitutes serious damage to property or the endangerment of public safety and welfare.

(15) Procedure on Appeal. Within three (3) days of the date of judgment, a notice must state the reasons for the appeal. The trial judge must, upon receipt of the notice of appeal, present the notice to the chief judge or presiding judge of the Court of Appeals for a determination of whether an appeal will be allowed. Such judge will immediately either grant the appeal and set a date for a hearing upon it or deny the appeal and order execution of the judgment or order. The Court of Appeals may set reasonable conditions for the appeal, as provided in Section 12-2-5 (13).

(16) Hearing on Appeal. If an appeal is granted, notice shall be given to the parties by means of first class mail of the date for hearing. The notice may require the parties to file briefs or written submissions to the court. The appeal shall be upon the evidence of the parties and not upon the record at trial, and it shall be conducted in a speedy fashion.

(17) Rules of Court. The chief judge of the tribal court may, after public notice and a hearing, adopt rules of pleading, practice and procedure to enforce the provisions of this code, and may adopt model forms for actions under this code.

(18) Miscellaneous Provisions. Any provision of law which is in direct conflict with this code shall be deemed repealed, and should any provision of this code be found to be null, void or contrary to law, such a finding will not affect the validity and enforce ability of the remainder hereof.

History: Adopted 1987. Restated Nov. 1, 2004, by the Shoshone & Arapaho Tribal Court.