

CHAPTER 2 LANDLORD/TENANT RESPONSIBILITIES AND REMEDIES

201. RENTAL AGREEMENTS

- A. Effect of Rental Agreements. The provisions of this Code establish the minimum rights and responsibilities of landlords and tenants. Unless inconsistent with this Code, rental agreements may supplement these minimum rights and responsibilities.
- B. Terms Prohibited in Rental Agreements. No rental agreement shall provide that the tenant agrees: (1) to waive or forfeit his rights or remedies under this Code or any other applicable Nation law or ordinance; (2) to exculpate or limit the liability of the landlord or to indemnify the landlord for that liability or the costs connected therewith; (3) to permit the landlord to dispossess him without resort to court order; or (4) to pay a late charge prior to the expiration of the grace period set forth in this Code. A provision prohibited by this subsection shall be unenforceable.
- C. Term of Tenancy. In the absence of a definite terms in the rental agreement, the tenancy shall be month-to-month.
- D. Payment of Rent. In the absence of definite terms in the rental agreement, rent is payable at the landlord's office or collectable at the dwelling unit. In the absence of definite terms, the amount of rent shall be the fair market value of the rental unit.

202. RULES AND REGULATIONS

- A. The landlord may promulgate reasonable rules and regulations regarding the use and occupancy of the premises.
- B. Such rules and regulations are enforceable against the tenant only if:
 - 1. their purpose is to promote convenience, safety or welfare, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for all tenants generally;
 - 2. the rules and regulations are reasonably related to the purpose for which they are adopted;
 - 3. the rules and regulations apply to all tenants in a fair manner;

4. the rules and regulations are sufficiently explicit in their prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what shall or shall not be done to comply; and
5. the tenant has notice of the rules and regulations at the time the rental agreement is entered into or when they are adopted.

203. LANDLORD RESPONSIBILITIES

Except as otherwise provided in a rental agreement, each landlord shall:

- A. Maintain the dwelling unit in a decent, safe, and sanitary condition;
- B. Comply with applicable Nation building and housing codes;
- C. Make all repairs necessary to maintain the premises in a fit and habitable condition, except where the premises are intentionally rendered unfit or uninhabitable by a tenant or a guest of the tenant, in which case payment for repairs shall be the responsibility of the tenant;
- D. Keep common areas clean and safe;
- E. Maintain in good condition and safe working order all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances, where such things are not the responsibility of a tenant or are generated by an installation within the exclusive control of such tenant or supplied by a direct public service utility connection;
- F. Provide and maintain proper and appropriate receptacles and facilities for the disposal of ashes, garbage, rubbish, and other waste;
- G. Provide running water, hot water, and heat in accordance with applicable building and housing codes, except to the extent a tenant is required to provide such for himself;
- H. Guarantee the right of quiet enjoyment of a dwelling unit to a tenant;
- I. Give sole possession of the dwelling unit to a tenant in accordance with the rental agreement and refrain from: (1) entering the unit, except as authorized in this Code; (2) making repeated demands for entry otherwise lawful under this Code but which have the effect of unreasonably harassing a tenant; (3) sexually harassing or physically assaulting a tenant in or around his dwelling unit, or (4) locking a tenant out of a dwelling without such tenant's consent.
- J. 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 premises, the owner of the premises or his agent, and the person responsible for making required repairs.

204. TENANT RESPONSIBILITIES

Except as otherwise provided in a rental agreement each tenant shall:

- A. Pay rent to the landlord without demand or notice;
- B. Immediately notify the landlord of any defects in the premises which are hazardous to life, health, or safety;
- C. Keep the dwelling unit reasonably clean and dispose of all ashes, garbage or other waste, rubbish, junk, and abandoned vehicles in a proper, sanitary, and safe manner;
- D. Use all electrical, plumbing, sanitary, heating, ventilation, air-conditioning, and other facilities and appliances which are part of the dwelling unit or premises, in a proper, safe, sanitary, and reasonable manner;
- E. Refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or premises and to require guests to act in a like manner.
- F. Pay reasonable charges for the repair of damages, other than normal wear and tear, to the dwelling unit or premises caused by a tenant or tenant's guests, or to repair such damages as required under the rental agreement, within thirty (30) calendar days of such damage.
- G. Conduct himself, and require his guests 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 rental agreement, or sublease the dwelling unit without the permission of the landlord.
- I. Use the dwelling unit only for residential purposes or other lawful purposes, 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.
- J. Abide by all rules and regulations promulgated by the landlord in accordance with this Code.
- 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, provided that such access shall be at reasonable times when the tenant is present, and upon reasonable written or oral

notice from the landlord, 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. 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.

205. TENANT REMEDIES

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

- A. To give reasonable notice to the landlord to comply with its obligations;
- B. To demand repairs or maintenance which are the responsibility of the landlord. Should landlord fail to make repairs within a reasonable time after such demand, tenant may make necessary repairs and deduct the cost from the rent payment;
- C. To terminate the rental agreement under which the tenant occupies the premises;
or
- D. To seek a Court order or judgment for the payment of monies or costs, compliance with the rental agreement and other obligations of landlord, termination of the rental agreement, payment of damages, or any other relief to which tenant may be entitled by law or equity, or by agreement of the parties.

206. LANDLORD 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 tenant's obligations, pay any monies due and owing under the agreement of the parties, make repairs which are the responsibility of the tenant, and comply with rules and regulations for occupancy.
- B. Terminate the agreement under which the tenant occupies the premises, and demand that the tenant and any guests or occupants leave the premises.
- C. Seek a court order or judgment for the payment of monies or costs, compliance with the rental agreement and other obligations of tenant, termination of the rental agreement, payment of damages, eviction of tenant, or any other relief to which landlord may be entitled by Nation law, or agreement of the parties.

207. ABANDONED DWELLING UNITS

A landlord may regain possession of an abandoned dwelling unit in accordance with this section. The landlord need not comply with the procedures set forth in Chapter Three of this Code to obtain possession of a dwelling unit which has been abandoned.

- A. A dwelling unit will be deemed abandoned when 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 either: (1) nonpayment of rent for two or more months, (2) terminated water or electrical utility service for more than one month, or (3) an express statement by the tenant that he does not intend to occupy the premises after a specified date.
- B. The landlord must send notice to the tenant at his last-known address by both regular mail, postage prepaid, and certified mail, return receipt requested, stating that: (1) landlord has reason to believe that the tenant has abandoned the dwelling unit, (2) landlord intends to reenter and take possession of the dwelling unit unless the tenant contacts him within ten (10) days of receipt of the notice, (3) if the tenant does not contact him, landlord 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 thirty (30) days after the notice, they will be disposed of in accordance with section 415(c) of this Code. 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. If the notice is returned as undeliverable, or if the tenant fails to contact the landlord within ten (10) days of the receipt of the notice, the landlord may reenter and take possession of the dwelling unit, at which time any rental agreement in effect shall terminate.

208. SECURITY DEPOSITS

- A. Security Deposit Limits. A landlord may demand a security deposit of an amount equal to one-hundred dollars (\$100) or one month's periodic rent, whichever is greater, in addition to the current month's rent. Additional security deposits may be allowed for special circumstances such as animals or pets or prior tenant history of property damage.
- B. Payment of Security Deposit at Termination of Tenancy. The person who is the landlord at the time a tenancy is terminated shall pay to the tenant, within thirty days of such termination the amount of the security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited less the value of any damages resulting from tenant's failure to comply with its obligations. Damages shall not include normal wear and tear.

- C. Action to Reclaim Security Deposit. Any tenant may bring an action in the Nation Court to reclaim any part of his security deposit which may be due.

209. RETROACTIVE EFFECT

This Code shall apply to all rental agreements subject to the provision of this Code no matter when the rental agreement commenced.