

CHAPTER 3 GROUNDS FOR EVICTION/NOTICE TO QUIT/
PRE-EVICTION OPTIONS

301. GROUNDS FOR EVICTION

A tenant may be evicted for:

- A. Nonpayment of rent under a rental agreement when such payments are not made after ten (10) calendar days of the date of payment set forth in the agreement, or ten (10) calendar days following the first day of the month in a month-to-month tenancy.
- B. Any arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a landlord or partial payments under an agreement shall not excuse the payment of any balance due upon demand.
- C. Nuisance, damage, or destruction of property, injury to any person, or disturbance of peace of other tenants.
- D. Violation of the Housing Code or any rule or regulation adopted in accordance with this Code.
- E. Noncompliance with any Nation building, health or safety code or other Nation law.
- F. Occupation of any premises without permission or agreement, following any reasonable demand by a person in authority over the premises to leave.
- G. Failure to comply with any term in the rental agreement which does not conflict with the provisions of this Code.

302. NOTICE TO QUIT REQUIREMENTS

- A. When Notice to Quit is Required. When a landlord desires to obtain possession of a dwelling unit or premises, and when there exists one or more legally cognizable reasons to evict a tenant from the dwelling unit or premises, the landlord shall give written notice to the tenants to quit possession of such dwelling unit or premises in accordance with the provisions of this Chapter.

B. Statement of Grounds for Eviction Required. The notice to quit shall be addressed to the known tenants of the dwelling unit or premises and shall state the reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession.

C. 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 quit possession or occupancy of the dwelling unit or premises now occupied by you at (here insert the address or other reasonable description of the location), on or before the (here insert the date) for the following reason (here insert the 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).

D. 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 quit specified in the notice for any failure to pay rent or other payments required by the rental agreement.
2. No less than five (5) calendar days prior to the date to quit specified in the notice for nuisance, serious damage to property, or injury to persons. In situations in which there is an emergency, such as a fire or condition making the dwelling unit 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 under the circumstances;
3. No less than fourteen (14) calendar days in all other situations.

303. SERVING THE NOTICE TO QUIT

Any notice to quit must be in writing, and must be delivered to the tenant in the following manner:

- A. Delivery must be made by (1) a law enforcement officer of the Nation, or (2) any person, not a party to the action, over the age of 18 years.
- B. Delivery will be effective when it is:
 1. Personally delivered to the tenant; or

2. Personally delivered to an adult living in the premises with a copy delivered by certified mail to the tenant, or
 3. Personally delivered to an adult agent or employee of the tenant with a copy delivered by certified mail to the tenant.
- C. If the notice cannot be given by means of personal delivery, or the 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 tenant, or
 2. Securing 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, posting a copy of the notice in some public place near the premises, including a Nation office, or other commonly-frequented Nation facility, and sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.
- D. The person serving the notice must return the proof of service to the landlord.

304. PRE-EVICTION OPTIONS

- A. Negotiated Settlement. After a Notice to Quit is served upon a tenant, the landlord and tenant may engage in discussions to settle the issues between the parties and avoid an eviction proceeding. The agreement to enter into discussions will not affect the rights of the parties unless the parties reach an agreement to waive any of their rights.
- B. Stay of Proceedings. Where the parties mutually agree in good faith to proceed with such discussions, and formal eviction procedures have been initiated, upon notice, the court shall stay such proceedings until notified that a hearing is required or that a settlement has been reached.
- C. Settlement Options. In reaching an agreement, the parties may consider, but are not limited to the following options:
1. The parties may employ the use of advocates or attorneys;
 2. The parties may employ the use of the peacemaker;
 3. The parties may agree to dismiss the matter in exchange for any agreement reached;
 4. The parties may agree to stipulate to a judgment to be entered by the court.