

STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As amended through Resolution 23-006 (January 9, 2023)

LANDLORD/TENANT AND MORTGAGE CODE

**CONFEDERATED TRIBES
OF THE
UMATILLA INDIAN RESERVATION**

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LANDLORD/TENANT AND MORTGAGE CODE

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APPENDIX A NOTICE TO QUIT

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CHAPTER 1. GENERAL PROVISIONS

SECTION 1.01. APPLICABILITY

- A. The following title shall hereinafter be referred to as the “Landlord/Tenant and Mortgage Code.” It 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. It shall also apply to any and all mortgages, leasehold mortgages and agreements to secure an interest in a building on lands within the jurisdiction of the Tribe. This Code shall apply to all leases subject to the provisions of this Code, no matter when entered.
- 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; or
 3. Approved occupancy of a premises provided by the Tribe, or an entity of the Tribe, for the purpose of sheltering individuals experiencing homelessness or providing other emergency housing services.

SECTION 1.02. JURISDICTION

- A. Jurisdiction is extended over all buildings and lands intended for human dwelling, occupation or residence which may lie within: 1) the exterior boundaries of the Umatilla Indian Reservation; and, 2) are on lands owned by, or held in trust for, the Tribe, its members, the Housing Department, or any other entity of the Tribe.
- B. Jurisdiction is extended over all persons or entities within the jurisdiction of the Tribe 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 which are located on lands described in this section. Such personal jurisdiction is extended over all persons and entities, whether or not they are members of the Tribe; whether they are Indian or non-Indian, and whether they have a place of business within the Reservation. Any act within the Umatilla Indian Reservation dealing with the subject matter of this Code and the Tribe’s jurisdiction as set forth herein shall be subject to this Code.
- C. Jurisdiction is extended over:
1. All buildings which may lie upon lands owned by or held in trust for the Tribe, its members, the Housing Department, or any other entity of the Tribe; and
 2. All persons or entities within the jurisdiction of the Tribe who lease, mortgage, or otherwise secure an interest in a building.
- D. Jurisdiction over all matters arising within the jurisdiction of the Tribe with respect to the subjects of this Code, and jurisdiction with respect to any person or entity acting or causing actions which arise under this Code shall be exercised by the Umatilla Tribal Court.

SECTION 1.03. PURPOSES AND INTERPRETATION

This Code shall be interpreted and construed to fulfill the following purposes:

- A. To simplify the law governing the occupation of dwelling units, and to protect the rights of landlords and tenants.

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- B. To preserve the peace, harmony, safety, health and general welfare of the members of the Tribe and those permitted to enter or reside on the Reservation.
- C. To provide eviction procedures and to require landlords to use those procedures when evicting tenants.
- D. To encourage homeowners, landlords and tenants to maintain and improve dwellings on the Reservation in order to improve the quality of housing as a Tribal resource.
- E. To simplify the law governing the rights, obligations, and remedies of the owners, sellers, buyers, lessors, and lessees of buildings.
- F. To avail the Tribe, Tribal entities, and Tribal members of financing for the construction and/or purchase of family residences on trust land or fee lands within the jurisdiction of the Tribe by prescribing procedures for the recording, priority and foreclosure of mortgages given to secure loans made by or through any government agency or lending institution.
- G. To establish laws and procedures which are necessary in order to obtain governmental funding for Tribal housing programs or loan guarantees for private or Tribal housing construction, purchase, or renovation.

SECTION 1.04. 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 Tribe and Tribal customs and traditions are applicable, and the general principles of law of any other Tribe, or the State of Oregon 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 the Code establishing the Umatilla Reservation Housing Authority and governmental housing laws and regulations.
- C. **Conflicts with Other Laws.**
 - 1. **Tribal Laws:** To the extent that this Code may conflict with Tribal laws which have been enacted to comply with statutes or regulations of any agency of the United States, such a Tribal law 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; and
 - 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.

SECTION 1.05. DEFINITIONS

As used in this Code, the following words will have the meanings given them in this Section unless the context plainly requires otherwise:

- A. “Action”, “suit” or “lawsuit”, “claim”, “complaint” or “defense” shall include any dispute between persons or entities which relates to the sale, rental, lease, 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, condition of such units or the relationships between owners and occupiers of such units, including the right to occupy them.
- B. “Adult person” is any person eighteen (18) years of age or older.
- C. “Borrower/mortgagor” is the Tribe, the Housing Department, or any individual Indian(s) or any heir(s), successor(s), executor(s), administrator(s), or assign(s) of the Tribe or such Indian(s) or

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non-Indian(s) who has executed a mortgage as defined in this Code or a leasehold mortgage as defined in this Code.

- D. “Building” is a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.
- E. “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.
- F. “Dwelling unit” is a house or building or portion thereof which is rented or leased as a home or residence by any person, not including public transient accommodation, such as hotel rooms.
- G. “Guest” is any person, other than the tenant, in or around a dwelling unit with the permission and consent of the tenant.
- H. “He/His”: the use of he/his means he or she, his or her, and the singular includes the plural.
- I. “Housing Department” is a department of the Confederated Tribes of the Umatilla Indian Reservation (“Tribe”) which administers the Native American Housing and Self-Determination Act (NAHASDA) program on the Umatilla Indian Reservation and provides housing and management services for tribally-owned residential units.
- J. “Indian” is any person enrolled as a member of any federally recognized Indian tribe, or a person recognized as a Native Alaskan or Native Hawaiian under federal law.
- K. “Jurisdiction of the Tribe under this Code” shall be as set forth in §1.02 of this Code.
- L. “Landlord” can be the Tribe, a tribal department, a person, entity or federal government agency which is the owner, lessor, or sublessor of a dwelling unit intended for the use of tenants.
- M. “Lease” is an agreement, written or oral, as well as valid rules and regulations, regarding the terms and conditions of the use and occupancy of real property, dwelling unit, building, or premises, including a lease-to-purchase agreement such as the Mutual Help and Occupancy Agreement.
- N. “Leased Premises” means the tract or parcel of real property described in the Lease.
- O. “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 or Housing Department homebuyer or lending program, or any other agreement entered between a borrower/mortgagor and a lender/mortgagee. A leasehold mortgage differs from a standard mortgage to the extent that a leasehold mortgage pledges the leasehold interest as collateral for the loan, rather than pledging an ownership interest in the real property.
- P. “Mortgage foreclosure proceeding” is a proceeding:
 - 1. To foreclose the interest of the borrower(s)/mortgagor(s), and each person or entity claiming through 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 or lending program of any federal agency; and
 - 2. To assign, where appropriate the borrower(s)/mortgagor(s) interest to a designated assignee.
- Q. “Lender designated assignee”. Any lender as defined in the Code 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

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or federal agency loan guarantee program, the lender must seek written approval from the Tribe of a proposed designated assignee any time prior to 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.

- R. “Lender/mortgagee” is any private lending institution established to primarily loan funds and not to invest in or purchase properties, the Tribe, Tribal entity, 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 shall also mean any lender designated assignee(s) or successor(s) of such lender/mortgagee.
- S. “Lessor” is the legal, beneficial, or equitable owner of property under a lease. Lessor may also include the heir(s), successor(s), executor(s), administrator(s), or assign(s) of the lessor.
- T. “Lessee” is a tenant of a dwelling unit, user and/or occupier of real property, or the homebuyer under any federal mortgage program including the Mutual Help program. The lessee may, for purposes of federal agency home mortgage programs, be the Tribe or a Tribal entity.
- U. “Mortgage” is a lien as is commonly given to secure advances on, or the unpaid purchase price of a building or land, and may refer both to a security instrument 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.
- V. “Mortgagor/borrower” - see borrower/mortgagor.
- W. “Mortgagee/lender” - see lender/mortgagee.
- X. “Nuisance” is the maintenance or allowance on real property of a condition which one has the ability to control and which unreasonably threatens the health or safety of the public or neighboring land users or unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.
- Y. “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.
- Z. “Person” includes the Tribe, 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.
- AA. “Premises” is a dwelling unit and the structure of which it is a part, and all facilities and areas connected with it, including grounds, common areas, and facilities intended for the use of tenants or the use of which is promised for tenants.
- BB. “Rent” is all periodic payments to be made to a landlord or lessor under a lease.
- CC. “Reservation” is the Umatilla Indian Reservation in the State of Oregon.
- DD. “Shall”, for the purposes of this Code, will be defined as, mandatory or must.
- EE. “Subordinate lienholder” is the holder of any lien, including a subsequent mortgage, perfected subsequent to the recording of a mortgage under this Code, except the Tribe shall not be considered a subordinate lienholder with respect to any claim regarding a Tribal tax on real property.
- FF. “Tenant” is the lessee(s), sublessee(s), or person(s) entitled under a real property or unit lease or Mutual Help Occupancy Agreement to occupy a dwelling unit to the exclusion of others.

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- GG. “Tribal court” is the Umatilla Tribal Court as established by the laws of this Tribe or such body as may now or hereafter be authorized by the laws of the Tribe to exercise the powers and functions of a court of law.
- HH. “Tribal recording clerk” is the Tribal official designated by the Tribe to perform the recording functions required by this Code or any deputy or designee of such person.
- II. “Tribe” is the Confederated Tribes of the Umatilla Indian Reservation

CHAPTER 2. LANDLORD/TENANT RESPONSIBILITIES AND REMEDIES

SECTION 2.01. LEASES

- A. Effect of Leases. The provisions of this Code, as well as the applicable laws identified in §1.04, establish the minimum rights and responsibilities of landlords and tenants. Unless consistent therewith, leases may supplement these minimum rights and responsibilities.
- B. Terms Prohibited in Leases. No lease shall provide that the tenant agrees:
1. To waive or forfeit his rights or remedies under this Code or any other applicable laws as identified in §1.04;
 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 §3.01(A).
 5. A provision prohibited by this subsection shall be unenforceable.
- C. Term of Tenancy. In the absence of a definite term in the lease, the tenancy shall be month-to-month.
- D. Payment of Rent. In the absence of definite terms in the lease, rent is payable at the landlord’s office (if known) or at the dwelling unit. In the absence of definite terms, the amount of rent shall be the fair market value of the rental unit or leased premises.

SECTION 2.02. RULES AND REGULATIONS

- A. The landlord may promulgate reasonable rules and regulations regarding the use and occupancy of the dwelling unit.
- B. Such rules and regulations shall:
1. Promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord’s property from abusive use, or make a fair distribution of services and 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. Insure that the tenant has notice of the rules and regulations at the time he enters into the lease or when they are adopted. Actual notice is not required so long as the landlord

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has made a reasonable attempt to notify a tenant of a rule or the adoption of a new rule or regulation.

- C. If a rule or regulation that would result in a substantial modification of the terms of the lease is adopted after the tenant enters into the lease, such rule or regulation is not valid unless the landlord has provided written notice to the tenant of the modification of the lease terms or has otherwise made a reasonable attempt to notify the tenant of the modification of the rule or regulation.

SECTION 2.03. LANDLORD RESPONSIBILITIES

Except as otherwise provided in a lease or a mutual help occupancy agreement, each landlord subject to the provisions of this Code shall:

- A. Maintain the dwelling structure 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 intentionally rendered unfit or uninhabitable by the tenant or his guest, 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 or are generated by an installation within the exclusive control of the tenant.
- G. Provide and maintain proper and appropriate receptacles and facilities for the disposal of ashes, garbage, rubbish, and other waste.
- 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.
- I. Guarantee the right of quiet enjoyment of the dwelling unit to the tenant and insure that the conduct of other tenants, their guests, and other persons on the premises does not cause a nuisance, endangerment of public health and safety, breach of peace, or interference with the quiet enjoyment of the tenant.
- J. Give sole possession of the dwelling unit or leased premises to the tenant in accordance with the lease and refrain from:
 - 1. Entering the unit, except as authorized in §2.04(K);
 - 2. Making repeated demands for entry otherwise unlawful under §2.04(K) but which have the effect of unreasonably harassing the tenant;
 - 3. Sexually harassing or physically assaulting the tenant in or around his dwelling unit; or
 - 4. Locking the tenant out of his dwelling unit without the tenant's consent except as may be permitted by Chapter 4 of this Code or by order of the Umatilla Tribal Court.
- 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.

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SECTION 2.04. TENANT RESPONSIBILITIES

Except as otherwise provided in a lease or mutual help occupancy 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 a 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 or his guests, or to repair such damages as required under the lease, 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 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.
- J. Abide by all rules and regulations promulgated by the landlord in accordance with §2.02 of 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.

SECTION 2.05. TENANT REMEDIES

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, demand repairs which are the responsibility of the landlord, or terminate the agreement under which the tenant occupies the premises.
- B. To require repairs or maintenance which are the responsibility of the landlord.
- C. Should landlord fail to make repairs, as duly noticed by tenant, within a reasonable time, tenant may make necessary repairs and deduct cost from the rent payment.

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- D. 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 2.06. 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 his obligations, pay 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 repairs or maintenance which are the responsibility of the tenant and compliance with reasonable rules and regulations for occupancy.
- C. Seek a Tribal 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 2.07. ABANDONED DWELLING UNITS

- A. Where a dwelling has been abandoned (i.e., the tenant has vacated without notice and does not intend to return which is evidenced by removal of possessions, nonpayment of rent, disconnected utilities, or expressed to the landlord or third party) a landlord, without further notice to tenant may post a notice on the dwelling stating that landlord intends to take possession and that the tenant's possessions will be inventoried and removed within ten (10) days from the posting. If the tenant's possessions are not claimed within thirty (30) days from their removal from the abandoned dwelling, the landlord may dispose of the possessions. Any proceeds derived from the disposal of the possessions may be applied by the landlord to cover costs associated with the removal of the property, cleaning or repairing the dwelling, or to unpaid rent.
- B. The landlord need not comply with the procedures set forth in Chapter 3 of this Code to obtain possession of a dwelling unit which has been abandoned.

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

SECTION 3.01. GROUNDS FOR EVICTION

A tenant may be evicted for:

- A. Nonpayment of rent under an agreement for the lease purchase or occupation of a dwelling when such payments are not made after ten (10) calendar days of the agreement date of payment, 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 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. Serious or repeated violations of the lease, any reasonable rules or regulations adopted in accordance with §2.02, this Code, or any applicable building or housing codes.

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- E. Occupation of any premises without permission or agreement, following any reasonable demand by a person in authority over the premises to leave.
- F. Under other terms in the lease which do not conflict with the provisions of this Code.

SECTION 3.02. NOTICE TO QUIT REQUIREMENTS

- A. **When Notice to Quit is Required.** When a landlord desires to obtain possession of a dwelling unit or leased premises, and when there exists one or more legally cognizable reasons to evict the tenant or tenants occupying the unit as set forth in §3.01, the landlord shall give notice to the adult tenants to quit possession of such dwelling unit according to the provisions of this Chapter.
- B. **Purpose of Notice to Quit.** The purpose of the notice to quit is to provide advance notice to the tenant of the specific grounds for eviction. It is also intended to induce the tenant to enter into discussions with the landlord in order to resolve the problem.
- C. **Statement of Grounds for Eviction Required.** The notice to quit shall be addressed to the adult tenants of the dwelling unit or leased premises and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit or leased premises.
- D. The notice shall be in writing and substantially in the form contained in Appendix A to this Code.
- E. **Time Requirements for Notice.** The notice must be delivered within the following periods of time:
 - 1. No less than ten (10) calendar days prior to the date to quit specified in the notice for any failure to pay rent or other payments required by the agreement.
 - 2. No less than five (5) calendar days prior to the date to quit specified in the notice for nuisance, serious injury to property, or injury to persons. In situations in which there is an emergency, such as a fire or condition making the dwelling or leased premises 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 twenty (20) calendar days in all other situations.
- F. **Housing Department Termination Notice.** When the landlord is the Housing Department, the Housing Department termination notice shall qualify as the notice to quit required under the section so long as the time requirements of the Housing Department termination notice are at least as long as the time requirements set forth in subsection (E) above.

SECTION 3.03. 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 an adult person.
- B. Delivery will be effective when it is:
 - 1. Personally delivered to a tenant with a copy delivered by mail; or
 - 2. Personally delivered to an adult living in the premises with a copy delivered by mail; or
 - 3. Personally delivered to an adult agent or employee of the tenant with a copy delivered by mail.

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- 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 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 sending a copy first-class mail, postage prepaid, addressed to the tenant at the premises.
- D. 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.

SECTION 3.04. 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 avoid a proceeding to evict and settle the issues between the parties. 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 judicial eviction procedures have been initiated, the court will stay such proceedings until it is notified by one or both parties 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 use of the advocates or attorneys;
 - 2. The parties may employ use of a mediator or conciliator;
 - 3. The parties may agree to arbitrate the issues in binding arbitration;
 - 4. The parties may agree to options set forth in Section 4.08(A)(4) and/or (8);
 - 5. The parties may agree to any other barter for services and goods, or to any other means of securing a fair exchange of value for the use of the dwelling;
 - 6. The parties may agree to dismiss the matter in exchange for any agreement reached; and
 - 7. The parties may agree to stipulate to a judgment to be entered by the court.

CHAPTER 4. JUDICIAL EVICTION PROCEDURES

SECTION 4.01. SUMMONS AND COMPLAINT

If, after the date set forth in the notice to quit for the tenant to quit possession of the dwelling unit or leased premises, the tenant has not quit possession, the landlord may file a complaint in the Tribal court for eviction and such other relief as the court may deem just and proper. The complaint shall state:

- A. The names of the adult tenant(s) against whom the suit is brought;
- B. A description of the lease, if any;
- C. The address or reasonable description of the location of the premises;
- D. The grounds for eviction;

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- E. A statement showing that the notice to quit and any required termination notices have been served in accordance with this Code or other applicable law;
- F. A statement of the relief demanded, including any claim(s) for possession of the dwelling unit or leased premises, damages, fees, costs, or other special relief; and
- G. If the landlord is the Housing Department, a statement that the Housing Department has complied with all required regulatory processes prior to filing the eviction action.

SECTION 4.02. ACTION UPON FILING A COMPLAINT

When a complaint is filed in the Tribal court, it shall be immediately presented to a Tribal court judge. This shall be on the date of filing, or, if no judge is present, on the first regular court day after filing or when a judge may first be found. The judge shall review the complaint and shall, if it appears to be in compliance with §4.01 and served as set forth in §3.03, 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 for answering the complaint shall be no less than three (3) calendar days after the date of the order in matters involving serious nuisance or ten (10) calendar days in all other cases.

SECTION 4.03. COMMENCEMENT OF PROCEEDINGS

- A. If the tenant appears before the Tribal court in person or in writing to test the complaint, the court shall set a hearing date. Any written response shall state any defenses or factual disputes and where any defendant appears in person, a written response shall be served upon the plaintiff within five (5) calendar days of any hearing, excluding weekends and holidays.
- B. The court shall set a hearing date which is no more than fifteen (15) calendar 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 regular court day following that date.
- C. 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 fifteen (15) day period. The court may refuse to extend the date of hearing where the complaint is based upon nuisance or injuries provided in §3.01(C), and shall not extend the date of hearing where the complaint is based upon conduct which alleged to constitute a serious danger to public health, safety, or peace.
- D. The court may in its discretion 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 4.04. 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 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.

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- 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 solely, or in large part, because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled. It shall not be a defense of an eviction that the person(s) subject to being evicted has a characteristic or status described in this subsection so long as there is a legitimate basis for eviction as described in §3.01 of this Code.

SECTION 4.05. DISCOVERY AND PREHEARING PROCEDURES

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) calendar days of the date of hearing. Requests for discovery shall be made no later than three (3) calendar 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.

SECTION 4.06. EVIDENCE

Evidence in proceedings under this Code shall be informal, and may include relevant and reliable 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 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.

SECTION 4.07. BURDEN OF PROOF

The burden of proof in all proceedings under this Code shall be preponderance of the evidence.

SECTION 4.08. JUDGMENT

- A. Within five (5) days of the date of the hearing, the court shall grant and enter judgment and the judgment shall grant 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. Grant actual damages as provided in the agreement of the parties or this Code, including interest;
 - 3. Order the parties to carry out an obligation required by law;
 - 4. Establish a payment plan for the tenant;
 - 5. Order rent payments out of Tribal dividend/per capita payments or through garnishment;
 - 6. Establish a power of attorney in another person/agency to fulfill rights or obligations of either landlord or tenant;
 - 7. Remediate the action, in part or in whole, through appropriate recalculation of rent;

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8. Order the tenant to perform work for the landlord or the owner to pay off back rent due and/or damages;
 9. Order the payment of attorneys' fees and, where allowed by law or agreement, costs and expenses of litigation;
 10. Order the parties into negotiations as provided in §3.04 of this Code; or
 11. Grant any relief provided in this Code or allowed in law or equity.
- B. If a tenant fails to appear in person or in writing on or before the date of appearance, 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 4.09. FORM OF JUDGMENT

The judgment shall state the relief granted by the court to any party, but need not state findings of fact or conclusions of law in support of the judgment. The judgment may state brief reasons for it. If a trial is held, the judge should, whenever possible, render his decision immediately after both parties have rested their case and award costs and restitution as appropriate.

SECTION 4.10. EXECUTION OF JUDGMENT

Any judgment may be immediately executed, and the judgments and orders of the court shall 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 shall, upon receipt of an order of the court, execute the judgment or order made by it within five (5) calendar days of the date of 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, in the absence of good faith, or refuses to execute it shall be subject to the payment of reasonable damages, costs, and expenses to a party for failure to execute the judgment and/or suspension from employment.

SECTION 4.11. STAY OF EXECUTION

If judgment for possession of the dwelling unit or leased premises enters in favor of the landlord, the tenant may apply for a stay of execution of the judgment or order if within five (5) days of the judgment being rendered, the following is established:

- A. Good and reasonable grounds affecting the well-being of the party are stated; or
- B. There would be no substantial prejudice or injury to the prevailing party during the period of the stay; or
- C. Execution of the judgment could result in extreme hardship for the tenant(s); or
- D. A bond is posted or monies are paid to the court, to satisfy the judgment or payment for the reasonable use and occupancy of the premises during the period of time following the judgment. No stay may exceed three months in the aggregate. The clerk shall distribute such arrearages to the landlord in accordance to any order of the court.

SECTION 4.12. APPEALS

Appeals under this Code shall be handled according to the general Tribal civil appellate provisions, with the exception that the party taking the appeal shall have only five (5) days from the entry of the order of judgment to file an appeal. All orders from the court will remain in effect during the pendency of an appeal under this Code unless otherwise ordered by the court. In the event that there are no general Tribal civil appellate provisions, the order of judgment by the Umatilla Tribal Court shall be final.

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SECTION 4.13. MISCELLANEOUS COMPLAINTS AND CLAIMS

Any miscellaneous complaint or claim including a complaint or claim by a tenant which does not fall within the procedures of this Code may be made under the laws of the Tribe.

SECTION 4.14. NOTICE TO LEAVE THE PREMISES

Any notice to leave a premises, shall be by a written order of the court, and shall be delivered to the tenant in the following manner:

- A. Delivery shall be made by:
 - 1. A law enforcement officer of the Tribe or an agency of the United States government; or
 - 2. Any person authorized by the Tribal court.
- B. Delivery will be effective when it is:
 - 1. Personally delivered to a tenant with a copy delivered by mail; or
 - 2. Personally delivered to an adult living in the premises with a copy delivered by mail; or
 - 3. Personally delivered to an adult agent or employee of the tenant with a copy delivered by 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 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 sending a copy first-class mail, postage prepaid, addressed to the tenant at the premises.

SECTION 4.15. FORCIBLE EVICTION

- A. Where the court orders an eviction, and the defendant or any other occupant of the premises refuses to vacate voluntarily by the effective date of that Order, the defendant or other occupants may be forcibly removed from the premises by a Tribal law enforcement officer. At the hearing where the eviction is ordered, the court shall inform the defendant that if he does not vacate the premises voluntarily by the effective date, he and other occupants will be subject to forcible eviction, and unless abandoned property is otherwise addressed in the Lease, their property will be subject to storage, sale and disposal as set forth in subsection (C) below.
- B. Following eviction, the court may allow the landlord, the Housing Department, or the United States government access to any property leased by either of them for purposes of preserving and securing it.
- C. Following forcible eviction of the defendant and/or other occupants, the former occupant's personal property shall be stored by the owner of the premises for at least thirty (30) days, either on the premises or at another suitable location. In order to reclaim their property, the former occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the owner is authorized to sell the property in order to recover these costs. Upon request by the former occupants, the landlord shall provide them with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. Nothing in this section shall be construed to prevent the former occupants from

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reclaiming property remaining after the sale if they can arrange to do it in a manner satisfactory to the owner.

SECTION 4.16. NO SELF-HELP EVICTION

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.

SECTION 4.17. 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, which may be in addition to the current month's rent. Additional security deposits may be allowed for special circumstances such as animals or pets or tenant history or prior damages.
- 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 or former tenant 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 which any person, who was a landlord of such premises at any time during the tenancy of such tenant, has suffered as a result of such tenant's failure to comply with such tenant's obligations. Damages shall not include normal wear and tear.
- C. Action to Reclaim Security Deposit. Any tenant may bring a civil action in Tribal court to reclaim any part of his security deposit which may be due.

CHAPTER 5. MORTGAGE AND FORECLOSURE

SECTION 5.01. 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 or claim excepting a lien or claim arising from a Tribal leasehold tax assessed after the recording of the mortgage.

SECTION 5.02. RECORDING

- A. The Tribal recording clerk shall maintain the Tribal record system for the recording of mortgages and such other documents as the Tribe may designate by laws or resolution.
- B. The Tribal recording clerk shall endorse upon any mortgage or other document received for recording:
 - 1. The date and time of receipt of the mortgage or other document;
 - 2. The filing number, to be assigned by the Tribal recording clerk, which shall be a unique number for each mortgage or other document received; and
 - 3. The name of the Tribal recording clerk or designee receiving the mortgage or document.
- C. Upon completion of the above-cited endorsements, the Tribal recording clerk shall make a true and correct copy of the mortgage or other document and shall certify the copy as follows:

Confederated Tribes of the)
Umatilla Indian Reservation) ss

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I certify that this is a true and correct copy of a document received for recording this date.

Given under my hand and seal this _____ day of _____,

20__.

(SEAL)

(Signature)

(Date)

- D. The Tribal recording clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage or other document to the person or entity that presented the same for recording.
- E. The Tribal recording clerk shall also maintain a log of each mortgage or other document recorded in which there shall be entered:
 - 1. The name(s) of the borrower/mortgagor of each mortgage, identified as such;
 - 2. The name(s) of the lender/mortgagee of each mortgage, identified as such;
 - 3. The name(s) of the grantor(s), grantee(s), or other designation of each party named in any other documents filed or recorded;
 - 4. The date and time of the receipt;
 - 5. The filing number assigned by the Tribal recording clerk; and
 - 6. The name of the Tribal recording clerk or designee receiving the mortgage or document.
- F. The certified copies of the mortgages and other documents and the log maintained by the Tribal recording clerk shall be made available for the public inspection and copying. Rules for copying shall be established and disseminated by the Tribal recording clerk.
- G. The Tribal recording clerk shall insure that all mortgages are recorded with the Bureau of Indian Affairs ("BIA").

SECTION 5.03. FORECLOSURE PROCEDURES

- A. A borrower/mortgagor shall be considered to be in default when:
 - 1. He is thirty days past due on his mortgage payment(s) to the lender/mortgagee; or
 - 2. He is in violation of any covenant under the mortgage for more than 30 days.
- B. Before a borrower/mortgagor becomes ninety (90) days delinquent on his mortgage payments and before any foreclosure action or activity is initiated, the lender/mortgagee shall complete the following:
 - 1. Make a reasonable effort to arrange a face-to-face interview with the borrower/mortgagor. This shall include at least one trip to meet with the borrower/mortgagor at the mortgaged property.
 - 2. Lender/mortgagee shall document that it has made at least one phone call to the borrower/mortgagor (or the nearest phone as designated by the borrower/mortgagor,

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able to receive and relay messages to the borrower/mortgagor) for the purpose of trying to arrange face-to-face interview.

- C. Lender/mortgagee may appoint an agent to perform the services or arranging and conducting the face-to-face interview specified in this Chapter.
- D. Before the borrower/mortgagor has been delinquent for ninety (90) days and at least ten (10) days before initiating a foreclosure action in Tribal court, the lender shall advise the borrower/mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:
 - 1. Advise the borrower/mortgagor that information regarding the loan and default will be given to credit bureaus.
 - 2. Advise the borrower/mortgagor of homeownership counseling opportunities and programs available through the lender/mortgagee or otherwise.
 - 3. Advise the borrower/mortgagor of other available assistance regarding the default.
 - 4. In addition to the preceding notification requirements, the lender/mortgagee shall complete the following additional notice requirements when a leasehold mortgage is involved:
 - a. Notify the borrower/mortgager that if the leasehold mortgage remains in default for more than ninety (90) days, the lender/mortgagee may ask the applicable governmental agency to accept assignment of the leasehold mortgage if this is a requirement of the governmental program;
 - b. Notify the borrower/mortgager of the qualifications for forbearance relief from the lender/mortgagee, if any, and that forbearance relief may be available from the government if the mortgage is assigned; and
 - c. Provide the borrower/mortgager with names and addresses of government officials to whom further communications may be addressed, if any.
- E. If a borrower/mortgagor has been in default of ninety (90) days or more and the lender/mortgagee has complied with the procedures set forth in subsections B and D of this Section, the lender/mortgagee may commence a foreclosure proceeding in the Umatilla Tribal court by filing a verified complaint as set forth in §5.04 of this Code.

SECTION 5.04. FORECLOSURE COMPLAINT AND SUMMONS

- A. The verified complaint in a mortgage foreclosure proceeding shall contain the following:
 - 1. The name of the borrower/mortgagor and each person or entity claiming through the borrower/mortgagor subsequent to the recording of the mortgage, including each subordinate lienholder (except the Tribe with respect to a claim for a Tribal leasehold tax), as a defendant;
 - 2. A description of the property subject to the mortgage;
 - 3. A concise statement of the facts concerning the execution of the mortgage or in the case of a leasehold mortgage the lease; the facts concerning the recording of the mortgage or the leasehold mortgage; the facts concerning the alleged default(s) of the borrower/mortgagor; and such other facts as may be necessary to constitute a cause of action;

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4. True and correct copies of each promissory note, if a leasehold mortgage then a copy of the lease, the mortgage, or assignment thereof relating to the property (appended as exhibits); and
 5. Any applicable allegations concerning relevant requirements and conditions prescribed in:
 - a. Federal statutes and regulations;
 - b. Tribal codes, ordinances and regulations; and/or
 - c. Provisions of the lease or leasehold mortgage, or security instrument.
- B. The complaint shall be verified by the Tribal court clerk along with a summons specifying a date and time of appearance for the defendant(s).

SECTION 5.05. SERVICE OF PROCESS AND PROCEDURES

Service of process shall be performed according to the procedures set forth in §3.03 of this Code.

SECTION 5.06. CURE OF DEFAULT BY SUBORDINATE LIENHOLDER

Prior to the entry of a judgment of foreclosure, any borrower/mortgagor or a subordinate lienholder may cure the default(s) under the mortgage by making a full payment of the delinquency to the lender/mortgagee and all reasonable legal and court costs incurred in foreclosing on the property. Any subordinate lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such subordinate lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any leasehold mortgage foreclosure proceeding.

SECTION 5.07. JUDGMENT AND REMEDY

This matter shall be heard and decided by the Tribal court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the complaint on the borrower/mortgagor. If the alleged default has not been cured at the time of trial and the Tribal court finds for the lender/mortgagee, the Tribal court shall enter judgment:

- A. Foreclosing the interest of the borrower/mortgagor and each other defendant, including subordinate lienholder, in the mortgage, and
- B. Ordering the borrower/mortgagor to relinquish possession of the premises to the lender/mortgagee by a specific date and time no less than ten (10) nor more than thirty (30) days from the date of judgment, subject to the following provisions:
 1. The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the lease or leasehold mortgage which is subsequently obtained by the lender or lender's designated assignee.
 2. The lender or lender's designated assignee may only transfer, sell or assign the lease and/or leasehold mortgage to a Tribal member, or the Tribe.
 3. Any other transfer, sale or assignment of the lease or leasehold mortgage shall only be made to a Tribal member or the Tribe during the remaining period of the leasehold.
 4. Transfer, sale or assignment of a mortgage shall be made subject to the terms of the mortgage agreement in question.

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SECTION 5.08. FORECLOSURE EVICTIONS

- A. **Definition of Unlawful Detainer.** A lessee, sublessee, or other occupant of a leasehold estate subject to a leasehold mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such leasehold estate after such person's leasehold estate has been foreclosed in a leasehold mortgage foreclosure proceeding pursuant to this Code in the Umatilla Tribal Court. No notice by lessor is required prior to a finding of unlawful detainer.
- B. **Complaint and Summons.** The lender or federal agency which originally made, insured or guaranteed the mortgage loan shall commence an action for unlawful detainer by filing with the Umatilla Tribal Court, in writing, the following documents:
1. A complaint signed by the lender or federal agency, or an agent or attorney on behalf:
 - a. Citing facts alleging the jurisdiction of the Umatilla Tribal Court;
 - b. Naming as defendants the mortgagors and any other record owner (including sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the leasehold estate subject to a leasehold mortgage);
 - c. Describing the leasehold estate subject to the leasehold mortgage;
 - d. Stating the facts concerning:
 - i. The execution of the lease and the leasehold mortgage,
 - ii. The recording of the leasehold mortgage, and
 - iii. The facts upon which he seeks to recover;
 - e. Stating any claim for damages or compensation due from the persons to be evicted; and
 - f. Otherwise satisfying the requirements and rules of the Umatilla Tribal Court.
 2. A copy of the summons, issued in accordance with the rules of the Umatilla Tribal Court, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for the filing of a response shall be no less than 20, nor more than 30, days from the date of service of the summons and the complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the Umatilla Court by the date specified in the summons.
- C. **Service of Summons and Complaint.** A copy of the summons and complaint shall be served upon the defendants in a manner provided by the rules of the Umatilla Tribal Court for the service of civil process, or pursuant to the requirements of Section 3.03 of this Code.
- D. **Power of Tribal Court.** The Umatilla Tribal Court shall enter an Order of Repossession if:
1. Notice of suit is given by service of summons and complaint in accordance with the procedures provided herein; and
 2. The Umatilla Tribal Court shall find during pre-trial proceedings or at trial that the lessee, sublessee, or other occupant under color of law of the leasehold estate subject to the leasehold mortgages is guilty of an act of unlawful detainer.

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- E. Order of Repossession. Upon issuance of an Order of Repossession, the Umatilla Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate:
1. Back rent, unpaid utilities, and any charges due the Tribe or sublessor under any sublease or other written agreement (except for a leasehold mortgage):
 2. Any and all amounts secured by the leasehold mortgage that are due the lender or federal agency; and
 3. Damages to the property caused by the defendants, other than ordinary wear and tear.
- F. Attorneys' Fees to Prevailing Party. The Umatilla Tribal Court shall have the authority to award to the prevailing party its costs and reasonable attorneys' fees in bringing suit.
- G. Enforcement. Upon an issuance of an Order of Repossession by the Umatilla Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied leasehold estate. In all cases involving the lender or federal agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Umatilla Tribal Court finds against the defendants, subject to a continuance under Subsection 5.08(H), below, and provided that no party exercised the right to cure default or right of first refusal as described in Section 5.06 or 5.07 of this Code.
- H. Continuances. In cases involving the lender or federal agency which originally made, insured or guaranteed, the mortgage loan, there shall be no continuances issued by the Umatilla Tribal Court that will interfere with the requirement that the Order of Repossession be enforced no later than 45 days after a pre-trial proceeding or trial in which the Umatilla Tribal Court finds against the defendants, subject to the sound discretion of the Court. The parties to a leasehold mortgage may, by written agreement, agree to continuances in excess of that permitted by this subsection.

SECTION 5.09. NO MERGER OF ESTATES

There shall be no merger of estates by reason of the execution of a lease or a leasehold mortgage or the assignment or assumption of the same, including an assignment adjudged by the Tribal court, or by operation of law, except as such merger may arise upon satisfaction of the leasehold mortgage.

SECTION 5.10. CERTIFIED MAILING TO TRIBE AND LESSOR

Any foreclosure proceedings on a lease or leasehold mortgage where the Tribe or the lessor(s) is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe and to the lessor(s) by certified mail, return receipt requested, within five (5) days after the issuance of the summons. If the location of the lessor(s) cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor(s) in care of the superintendent of the applicable agency of the Bureau of Indian Affairs.

SECTION 5.11. INTERVENTION

The Tribe 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 Tribe, nor the granting of such a petition by the Tribal court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

SECTION 5.12. APPEALS

Appeals under this Code shall be handled according to the general Tribal civil appellate provisions, with the exception that the party taking the appeal shall have only five (5) days from the entry of the order of judgment to file an appeal. All orders from the court will remain in effect during the pendency of an appeal under this Code unless otherwise ordered by the court. In the event that there are no

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general Tribal civil appellate provisions, the order of judgment by the Umatilla Tribal Court shall be final.

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APPENDIX A

NOTICE TO QUIT

STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As amended through Resolution 23-006 (January 9, 2023)

NOTICE TO QUIT

Section 3.02

TRIBAL LANDLORD/TENANT AND MORTGAGE CODE

I/we hereby give you notice that you are to quit possession or occupancy of the dwelling unit
now occupied by you at _____ on or before
(address/location)
the ____ day of _____, _____, for the following reason(s):

Dated this ____ day of _____, _____ at _____
(address/location)
_____, Oregon

LANDLORD

By: _____

Address: _____

STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As amended through Resolution 23-006 (January 9, 2023)

APPENDIX B

LEGISLATIVE HISTORY

***STATUTES of the CONFEDERATED TRIBES of the UMATILLA INDIAN RESERVATION
As amended through Resolution 23-006 (January 9, 2023)***

LANDLORD/TENANT AND MORTGAGE CODE

LEGISLATIVE HISTORY

On April 30, 2001, the Board of Trustees of the Confederated Tribes of the Umatilla Indian Reservation adopted Resolution No. 01-049, which enacted the Landlord/Tenant and Mortgage Code. The Landlord/Tenant and Mortgage Code replaced the Leasehold Mortgage Code, which was rescinded by Resolution No. 01-049. The Leasehold Mortgage Code had been enacted by Board Resolution No. 94-95 (December 21, 1994).

In Resolution No. 01-064 (June 11, 2001), the Board of Trustees enacted a revised Landlord/Tenant and Mortgage Code. In Resolution No. 09-092 (July 6, 2009), the Board of Trustees approved a reformatted version of the Code, with no substantive changes.

In Resolution No. 23-006 (January 9, 2023), the Board of Trustees amended the Landlord/Tenant and Mortgage Code. The amendments made general updates to the Code, such as replacing “rental agreement” with “lease” and removing references to the now non-existent Umatilla Reservation Housing Authority (URHA). The amendments also added the new Section 1.01.B.3. exempting tribal homelessness and emergency housing programs from the Landlord/Tenant and Mortgage Code.