

**Redding Rancheria  
Eviction Ordinance**



## REDDING RANCHERIA EVICTION ORDINANCE

The Redding Rancheria Indian Tribe, a federally recognized Indian Tribe ("Tribe") hereby enacts the following ordinance to establish and regulate a process of eviction governing conduct of persons within the jurisdiction of the Redding Rancheria. This ordinance shall be known as the "Redding Rancheria Eviction Ordinance." This ordinance and any regulations promulgated thereunder shall constitute the entire eviction process for the tribe.

### FINDINGS AND POLICY

The Tribe finds that:

1. Under the Tribe's Constitution, the Tribal Council is charged with the duties of securing rights and powers inherent in the Tribe's sovereign status; protecting the health, education, and general welfare of the Tribe; protecting the Tribe's lands and other resources of tribal members; and preserving and developing the Tribe's land base.
2. It is within the Tribe's jurisdiction to protect tribal lands on the Rancheria.

The council hereby declares that the policy of the tribe is to exercise its sovereign right of managing and protecting the lands of the tribe and maintaining law and order by establishing and regulating the process of evictions through the Tribal Court.

NOW, THEREFORE, the Tribe hereby ordains as follows:

### **Chapters**

1. General Provisions
2. Actions to Recover Possession of Real Property
3. Lease and Rental Agreements
4. Landlord Responsibilities and Rights
5. Security Deposits
6. Tenant's Responsibilities and Rights.
7. Abandonment
8. Eviction
9. Procedural Rules For All Cases Heard Under This Title
10. Discovery
11. Judgment
12. Certification

## **Chapter 1. General Provisions**

1000. Short title. This ordinance shall be known and cited as the “Redding Rancheria Eviction Ordinance.”
1001. Authority. This Title is enacted pursuant to Article V (1) (i) of the Redding Rancheria Tribe’s Constitution to govern the conduct of persons on the Rancheria and to define the duties and power of the Redding Rancheria’s Tribal Court, Article V, Section 3 (Reserved Powers) of the Redding Rancheria Tribe’s Constitution, and in accordance with the 4<sup>th</sup> stated purpose of the Rancheria Tribal Council, the preservation and development of the Rancheria land base.
1002. Findings. The Tribal Council hereby finds that adequate and clear eviction procedures are a necessity for conducting tribal business and for private lenders. Some tribal entities own and manage properties and require eviction procedures for their operations. Several Federal home loan guarantee programs require standardized eviction procedures. A single uniform code would enhance the operations of tribal government.
1003. Purpose and Interpretation. This Ordinance shall be strictly 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.
  - B. To provide summary procedures and proceedings for forcible entry and unlawful and forcible detainer, and to require landlords to use these summary procedures and proceedings in forcible entry and unlawful and forcible detainer actions.
  - C. To establish Redding Rancheria summary procedures and proceedings set forth in this Ordinance, including changes to the timeframes governing motion practice, discovery, and pretrial conferences in such proceedings.
  - D. To establish laws and procedures which are necessary to obtain federal funding for tribal housing programs.
  - E. To preserve the peace, harmony, safety, health and general welfare of the people of the Tribe and those permitted to enter or reside on the Reservation.
  - F. To exercise to the fullest extent of Tribal and federal law the

sovereignty of the Redding Rancheria over the regulation of dwelling units and occupants on the Rancheria, especially the occupants of dwelling units on lands owned by the Tribe.

1004. Jurisdiction. The provisions of this Ordinance shall apply to all persons and property subject to the governing authority or jurisdiction of the Redding Rancheria Tribe as established by the Constitution of the Redding Rancheria Tribe, and especially to all persons occupying land owned by the Tribe, whether such occupants are members of the Tribe, Indians, or non-Indians.
1005. Construction. This Ordinance shall be strictly interpreted and construed. The terms and provisions of this Ordinance shall be construed according to the fair import of their terms, but when the language is susceptible to differing construction, it shall be interpreted to further the general purposes stated in this Chapter. Where a term is not defined herein, it shall be given its ordinary meaning. Any reference to "he," "him" or other masculine terms shall include male and female persons as well as business and government entities. Any reference to a singular term includes the plural.
1006. Retroactive Effect. This Ordinance shall apply to all Rental Agreements, no matter when entered, and to any other form of Tenancy or possession of property whether legal or illegal.
1007. Sovereign Immunity Preserved. Nothing in this ordinance shall be deemed to constitute a waiver of sovereign immunity of the Tribe or its business entities or their subdivisions.
1008. Severability. If any provision of Chapter 1 through 13 or its applications to any person or circumstance is held invalid, the remainder of the title, or the application of the provision to other persons or circumstances, remains in effect.

## **Chapter 2. Actions to Recover Possession of Real Property.**

2000. Definitions. In construing the provisions of this ordinance, the following words or phrases shall have the meaning designated unless a different meaning is expressly provided or the context clearly indicates otherwise.
  - A. The term "Abandon" means real property is abandoned by the lessee, where the lessee has vacated the property and failed to meet any of his obligations as to the property under the Lease or Rental Agreement, and has no apparent intention of resuming any claim on the property.
  - B. The term "Abandonment" means Real property shall be deemed abandoned under this code and the Lease shall terminate if the lessor gives written notice of his belief of abandonment as provided in this

Ordinance and the lessee fails to give the lessor written notice, prior to the date of termination specified in the lessor's notice, stating that he does not intend to abandon the real property and stating an address at which the lessee may be served by certified mail in any action for unlawful detainer of the real property.

- C. The term "Court" means the Redding Rancheria Tribal Court, unless otherwise specified.
- D. The term "Drug-related Criminal Activity" means The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. § 802).
- E. The term "Dwelling Unit" means a house or building or portion thereof that is used as a home or residence by any person, not including public transient accommodations, such as hotel rooms.
- F. "Forcible Entry" and "Person in Lawful Possession." A person is guilty of a forcible entry
  - i. by breaking open doors, windows, or other parts of a house on a premises of another or by any kind of violence or circumstance of terror enters onto the premises of another; or
  - ii. after entering peaceably upon the premises of another turns out by force, threats, or menacing conduct, any person in lawful possession of the premises. As used in this section, the phrase "person in lawful possession" means any person who has the authority to occupy the premises through a valid Lease, sublease, deed, or some other valid legal instrument or agreement.
- G. "Forcible Detainer" and "Occupant of Premises." A person is guilty of a forcible detainer who
  - i. by force or by menace and threats of violence, unlawfully holds and keeps the possession of any premises whether the same was acquired peaceably or otherwise; or
  - ii. in the night time or during the absence of the occupant of premises, unlawfully enters upon such premises and who, after demand

is made for the surrender thereof, for the period of one day, refuses to surrender the same to such former occupant. As used in this section, the terms "occupant of premises" means any person who within one day preceding such unlawful entry, was in the peaceable and undisturbed possession of such premises.

- H. The term "Guest" means any person, other than the Tenant, in or around a dwelling unit with the permission and consent of the Tenant.
- I. The term "Housing Authority" means The Redding Rancheria Housing Authority established by the Tribal Housing ordinance for the purpose of constructing and maintaining dwelling units for public use within the Redding Rancheria Reservation.
- J. The term "Indian" means any person recognized as being an Indian or an Alaska Native by any Federally Recognized Indian Tribe, or by the government of the United States.
- K. The term "Landlord" means any person, entity, or government agency that is the owner, lessor, or sublessor of a dwelling unit intended for the use of Tenants.
- L. The term "Lease" means any agreement, written or oral, as well as valid rules and regulations regarding the terms and conditions concerning the use or occupancy of a dwelling unit or premises, for a specific period of time, including Lease-purchase agreements and the occupation of land.
- M. The term "Nuisance" means the maintenance or allowance on real property of a condition which one has the duty and 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.
- N. The term "Owner" means any person or entity jointly or individually having legal title to all or part of land or a dwelling unit, including the legal right to own, manage, use, or control a dwelling unit under a mortgage, long-term Lease, or any other security arrangement. A "New Owner" means an Owner who, within the last 60 days, has acquired title to Premises subject to a Tenancy at Will.

- O. The term "Person" means any individual, organization, corporation, partnership, or other entity, and, where required by the language of this Ordinance, a public agency. The term "Person" shall not mean the Redding Rancheria Housing Authority, Redding Rancheria Tribe or any their officers or employees acting at the direction of the Board of Commissioners or Tribal Council under this Ordinance.
- P. The term "Premises" means 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.
- Q. The term "Rent" means all periodic payments to be made to a landlord under a Rental Agreement.
- R. The term "Rental Agreement" means any agreement, written or oral, as well as valid rules and regulations regarding the terms and conditions concerning the use or occupancy of a dwelling unit or premises.
- S. The term "Security Deposit" means a cash deposit used for any purpose, including, but not limited to, any of the following:
- i. The compensation of a landlord for a Tenant's default in the payment of rent.
  - ii. The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the Tenant or by a guest or licensee of the Tenant.
  - iii. The cleaning of the premises upon termination of the Tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy.
  - iv. Reimbursement for costs associated with processing a new Tenant
- T. The term "Serious Nuisance" means inflicting bodily harm upon another Tenant, the landlord, or the landlord's agent(s) or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out; substantial and willful destruction of part of the dwelling unit or premises; conduct which presents an immediate and serious danger to the safety of other Tenants, the landlord, or the landlord's agent(s); using the premises for any

criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants; or any drug- related criminal activity on the premises, engaged in by a Tenant, his guest, or any other person under the Tenant's control.

- U. The term "Tenancy At Will" means Rental Agreement that has no expiration date, but may be terminated at any time by either the Tenant or the landlord serving the other party with a written 30 day notice.
- V. The term Tenant means the lessee, sublessee, or person entitled under a Lease or Rental Agreement to occupy a dwelling unit to the exclusion of others.
- W. The term "Tribe" means the Redding Rancheria Tribe or the Redding Rancheria, a federally recognized Indian Tribe.
- X. The term "Unlawful Detainer" means a person who commits an "unlawful detainer" if, being a Tenant of real property either At Will or with a term of less than his life, any of the following occurs.
  - i. The Tenant continues in possession, in person or by subtenant, of the property or any part thereof, after the expiration of the term for which it is left to him. In all cases where real property is Leased or rented for a specified term or period, or by express or implied contract, whether written or parole, the Tenancy shall be terminated without notice at the expiration of such specified term or period; or
  - ii. When the Tenant or subtenant continues in possession after default in the payment of rent according to the Lease or Rental Agreement under which the premises is held, and three days after the Tenant, and if the subtenant occupies the premises, the subtenant, is served with notice demanding payment of the amount due or possession of the premises; or
  - iii. When the Tenant or subtenant continues in possession after a neglect or failure to perform conditions or covenants of the Lease or agreement under which the premises is held, including any covenant not to assign or sublet



the premises, and three days after the Tenant, and if the subtenant occupies the premises, the subtenant, is served with notice requiring the performance of such conditions or covenants. Within three days after service of the notice, the Tenant, subtenant, encumbrance or other interested person may perform the conditions or covenants of the Lease, and thereby save the Lease from termination, but if the broken condition or covenant cannot be cured, the required notice need not list such performance as an alternative; or

- iv. When the Tenant or subtenant commits or permits waste upon the premises, or maintains, commits, or permits the maintenance or commission of a nuisance upon the premises or uses the premises for an unlawful purpose. and three days after the Tenant, and if the subtenant occupies the premises, the subtenant, is served with notice to quit continues in possession of the property; or
- v. When the Tenant gives written notice of his intent to terminate occupation of the premises, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to vacate the premises at the time specified in the notice without the permission of the landlord: or
- vi. When the Tenant, who has Leased or rented the property for an indefinite period of time with monthly or other periodic rent reserved, continues in possession in person or by subtenant after the end of such month or period after having been served with notice requiring him to quit the premises at the end of such month or period; or
- vii. When a Tenant under a Tenancy At Will continues in possession by person or subtenant after the expiration of a thirty day notice to terminate the tenancy.

### **Chapter 3. Lease and Rental Agreements.**

3000. Terms prohibited in Lease. No Lease or Rental Agreement shall provide that the Tenant agrees:

- A. To waive or forfeit his rights or remedies under this Ordinance;
- B. To exculpate or limit the liability of the landlord or to indemnify the landlord for that liability or the costs connected therewith;
- C. To permit the landlord to dispossess him without resort to court order

A provision prohibited by this subsection shall be unenforceable.

3001. Term of tenancy. In the absence of a definite term in a written Lease or Rental Agreement, or in any oral Lease or Rental Agreement, the Tenancy shall be month-to-month.

3002. Payment of rent. In the absence of definite terms in the Lease, rent is payable at the dwelling unit and the amount of rent shall be the fair market value of the rental unit.

3003. Rules and Regulations. The landlord may promulgate reasonable rules and regulations regarding the use and occupancy of the dwelling unit.

### **Chapter 4. Landlord Responsibilities and rights.**

4000. Landlord Responsibilities. Each landlord subject to the provisions of this Ordinance shall:

- A. Maintain the dwelling unit in a decent, safe, and sanitary condition.
- B. Comply with applicable building and housing codes.
- C. Make all necessary repairs to put and maintain the premises in a fit and habitable condition, except where the premises are rendered unfit or uninhabitable by the Tenant or his guest in violation of Chapter 4 of this Code, in which case such duty shall be the responsibility of the Tenant.
- D. Keep common areas clean, safe, and secure.
- E. 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.

- F. 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.
- G. 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.
- H. Give sole possession of the dwelling unit to the Tenant in accordance with the Lease and refrain from:
  - i. entering the unit, except as authorized in Section 4002;
  - ii. making repeated demands for entry otherwise lawful under Section 4002(A) but which have the effect of unreasonably harassing the Tenant;
  - iii. sexually harassing or physically assaulting the Tenant in or around his dwelling unit; or
  - iv. locking the Tenant out of his dwelling unit without the Tenant's consent.
- I. Provided that unless a written Lease or Rental Agreement provides otherwise, the Tenant of a single family dwelling shall have the responsibility ascribed to the landlord in this chapter and further provided that a landlord who acquires title to a property subject to an oral Tenancy At Will shall have no duty to maintain the property.

4001. Retaliation prohibited.

- A. Prohibition. A landlord or agent may not retaliate against a Tenant who has complained to the landlord or an appropriate agency about the habitability of the premises.
- B. Liability for Retaliation. Anyone who violates this section shall be liable to the Tenant for actual damages sustained plus punitive damages in an amount of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for each retaliatory act where the landlord or agent has been guilty of fraud,

oppression, or malice with respect to that act. The court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

4002. Landlord's entry; Notice.

- A. Right of entry. A landlord may enter the dwelling unit only in the following cases:
  - i. In case of an emergency including prevention of waste,
  - ii. Upon 24 hour written notice, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, Tenants, workers, or contractors or to make an inspection when a new landlord acquires title to the property during a continuing tenancy. The new landlord is entitled to enter property for purpose of inspections to determine compliance with federal and tribal laws, in order to determine the necessity of repairs for habitability.
  - iii. When the Tenant has abandoned or surrendered the premises
  - iv. Pursuant to court order. In case of a Tenancy At Will, a person who acquires title to the property during such tenancy may apply to the Court for an order authorizing inspection of the premises upon reasonable notice of 24 hours for the purpose of identifying habitability, safety or liability.
- B. Hours of Entry. Except in cases of emergency or when the Tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the Tenant consents to an entry during other than normal business hours at the time of entry.
- C. Harassment prohibited. The landlord may not abuse the right of access or use it to harass the Tenant.
- D. Notice Required. Except as provided in subsections (b) or (e), the landlord shall give the Tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours.

The notice shall include the date, approximate time, and purpose of the entry. The notice *may* be personally delivered to the Tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice. The notice may be mailed to the Tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

- E. Exceptions to Notice Requirement. No notice of entry is required under this section:
  - i. To respond to an emergency.
  - ii. If the Tenant is present and consents to the entry at the time of entry.
  - iii. After the Tenant has abandoned or surrendered the unit.
  - iv. The Tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the Tenant a written notice.

4003. No self-help eviction.

- A. Prohibition. No landlord may compel a Tenant to vacate any premises without issuing a notice to quit on the Tenant, initiating a civil eviction action, and obtaining a Tribal Court order as provided in this code. Self Help Evictions, which include turning off the water or power to the home, locking the plaintiff out of the home or property, throwing the plaintiffs belongings out into the yard are hereby prohibited.
- B. Penalty for self help Eviction. Any landlord who uses unlawful methods to evict a Tenant, may be subject to liability for the Tenant's actual damages, as well as penalties of up to \$100 per day (not to exceed a total of \$1,000) for the time that the landlord used the unlawful methods.

**Chapter 5. Security deposit.**

5000. Amount of Security Deposit. A landlord may demand a security deposit as part of the rental or Lease agreement. Any security deposit amount must be stated in writing in the Rental Agreement or Lease.

5001. Security deposit held for Tenant. The landlord shall hold the security deposit for the Tenant who is party to the Lease or agreement.
5002. Reasonable Necessary claim; preexisting defects; ordinary wear and tear. The landlord's claim for any of the security deposit shall be reasonably necessary. The landlord may not assert a claim against the Tenant or the security for damages to the premises or any defective conditions that preexisted the tenancy, for ordinary wear and tear or the effects thereof, whether the wear and tear preexisted the Tenancy or occurred during the tenancy, or for the cumulative effects of ordinary wear and tear occurring during any one or more tenancies.
5003. Return of security deposit; itemized statement. Within 21 days of the termination of a Tenancy the landlord shall furnish the Tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and specifying repairs, cleaning deductions or other disposition of the security deposit, and shall return any remaining portion of the security deposit to the Tenant.
5004. Action to reclaim security deposit. Any Tenant may bring an action for money damages in Tribal Court to reclaim any part of the security deposit that may be due, provided that in any claim against the Tribe as landlord, compliance with the Claims Against the Tribe Ordinance shall be a precondition to filing any action against the Tribe under this Ordinance.

#### **Chapter 6. Tenant's Responsibilities and Rights.**

6000. Tenant Responsibilities. Each Tenant subject to the provisions of this Ordinance shall:
1. Pay rent without demand or notice at the time and place agreed upon by the parties.
  2. Immediately notify the landlord of any defects in the premises hazardous to life, health, or safety.
  3. Keep the dwelling unit reasonably clean and dispose of all ashes, garbage, rubbish, junk, and abandoned vehicles in a proper, sanitary, and safe manner.
  4. Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances that are part of the dwelling unit or premises, and the property of the landlord, in a proper, safe, sanitary, and reasonable manner.

5. Refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, premises, or common areas, and to require guests to act in like manner.
6. 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 or Rental Agreement, within 30 calendar days of such damage.
7. 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.
8. Not give up the dwelling unit to others, assign a Lease or Rental Agreement, or sublease the dwelling unit without the written or oral permission of the landlord.
9. Use the dwelling unit for residential purposes as agreed, and not to use the unit or permit its use for illegal conduct or any other activity that may harm the physical or social environment of the premises or the area around it.
10. Abide by all rules and regulations promulgated by the landlord.
11. 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, substantial damage to property is imminent, 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.

6001. Repair and Deduct. If within a reasonable time after written or oral notice to the landlord or his agent of dilapidation rendering the premises untenable, which the landlord ought to repair but neglects to do so, the Tenant may repair the same himself where the cost of such repairs does not require an

expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the Tenant may vacate the premises, in which case the Tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the Tenant more than twice in any 12-month period.

### **Chapter 7. Abandonment.**

7000. Procedural requirements to establish abandonment. If a Tenant abandons the property before the end of the term it is a breach of the Lease or Rental Agreement. The landlord may give a notice of belief of abandonment to the Tenant only where the rent on the property has been due and unpaid for at least fourteen consecutive days and the landlord reasonably believes that the Tenant has abandoned the property. The date of termination of the Lease or Rental Agreement shall be specified in the landlord's notice and shall be not less than 15 days after the notice is served personally or, if mailed, not less than 20 days after the notice is deposited in the mail.
7001. Service of Notice of Abandonment. The landlord's notice of belief of abandonment shall be personally delivered to the Tenant or sent by first-class mail, postage prepaid, to the Tenant at his last known address and, if there is reason to believe that the notice sent to that address will not be received by the Tenant, also to such other address, if any, known to the landlord where the Tenant may reasonably be expected to receive the notice.
7002. Content of notice of abandonment. The notice of belief of abandonment shall be in substantially the following form:



Notice of Belief of Abandonment

To:

\_\_\_\_\_  
(Name of lessee/Tenant)

\_\_\_\_\_  
(Address of lessee/Tenant)

This notice is given pursuant to Chapter 7 of the Redding Rancheria Eviction Ordinance concerning the real property Leased by you at \_\_\_\_\_ (state location of the property by address or other sufficient description). The rent on this property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Chapter 7 of the Redding Rancheria Eviction Ordinance and your Lease or Rental Agreement will terminate on (here insert a date not less than 15 days after this notice is served personally or, if mailed, not less than 20 days after this notice is deposited in the mail) unless before such date the under-signed receives at the address indicated below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property,
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the Lease, and your failure to do so can lead to a court proceeding against you.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of lessor/landlord)

\_\_\_\_\_  
(Type or print name of lessor/landlord)

\_\_\_\_\_  
(Address to which lessee/Tenant is to send notice)

7003. Defense to claim of abandonment. The real property shall not be deemed to be abandoned pursuant to this section if the Tenant proves any of the following:

- A. At the time the notice of belief of abandonment was given, the rent was not due and unpaid for 14 consecutive days.
- B. At the time the notice of belief of abandonment was given, it was not reasonable for the landlord to believe that the Tenant had abandoned the real property. The fact that the landlord knew that the Tenant left personal property on the real property does not, of itself, justify a finding that the landlord did not reasonably believe that the Tenant had abandoned the real property.
- C. Prior to the date specified in the landlord's notice, the Tenant gave written notice to the landlord stating his intent not to abandon the real property and stating an address at which he may be served by certified mail in any action for unlawful detainer of the real property.
- D. During the period commencing 14 days before the time the notice of belief of abandonment was given and ending on the date the Lease would have terminated pursuant to the notice, the Tenant paid to the landlord all or a portion of the rent due and unpaid on the real property.
- E. Nothing in this section precludes the landlord or the Tenant from otherwise proving that the real property has been abandoned by the Tenant.

### **Chapter 8. Eviction.**

8000. Notice; Method of Service.

- A. Persons to be noticed. The notice shall be addressed to the adult Tenants of the dwelling unit, and shall state the reason(s) for termination of the Tenancy and the date by which the Tenants are required to quit possession of the dwelling unit.
- B. Content of Notice. The notice shall be in writing and shall state the reasons for the termination of the Tenancy and the date by which the Tenants and/or subtenants are required to quit possession of the premises. If any remedies are available to cure the alleged violations of the Rental Agreement or Lease, the notice shall advise the Tenant of those remedies

and the timeline for the performance of the remedial acts. The landlord shall date and sign the notice, and include his or her address on the notice.

- C. Form of Notice. Any notice that complies with the subsection (B) requirements shall be sufficient. The Redding Rancheria Tribal Court Clerk's office shall have standard Termination of Tenancy forms available for use by the public.
- D. Copy of notice and proof of service. The landlord must keep a copy of the notice and proof of service by affidavit or other manner recognized by law.
- E. Notice of termination of tenancy. Any notice to terminate a Tenancy shall be in writing and shall be delivered to the Tenant or landlord by:
  - i. A law enforcement or security officer of the Tribe; or
  - ii. The Tenant or landlord or any agent of them.
- F. Personal service of notice. Delivery of notice will be effective when it is:
  - i. Personally delivered to a Tenant of suitable age and discretion to understand the content of the Notice of Termination of Tenancy (at least 16 years old),
  - ii. Personally delivered to a non-party adult (at least 16 years old) living in the premises with a copy delivered by first class mail, or
  - iii. Personally delivered to an adult agent or employee of the Tenant with a copy delivered by mail.
- G. Other means of service of notice. 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:
  - i. Certified mail, return receipt requests, at the last

known address of the Tenant, or

- ii. Securely taping a copy of the notice to a conspicuous place on the premises and by sending a copy first class mail, postage prepaid, address to the Tenant at the premises.
- H. Service on a subtenant. Service on a subtenant may be made in the same manner.
- I. Exception to Notice Requirement. No notice is required prior to the filing of a complaint of forcible entry or forcible detainer.
- J. Failure to comply with notice requirements. The notice requirements of this section shall be strictly construed and any landlord who fails to comply with the terms of notice specified in this code section shall have the Notice of Termination of Tenancy held invalid by the court should an eviction proceeding be filed by the landlord. The Tenant must be re-noticed in compliance with the provisions of this code section if the original notice does not comply with the terms specified in subsections A-I.

8001. Ground for Eviction. A Tenant may be evicted from a dwelling unit when:

- A. The Lease or Rental Agreement terminates for any of the following reasons:
  - i. By reason of expressed stipulation in the Rental Agreement;
  - ii. Nonpayment of rent within five days of the agreed date of payment or, in month-to-month tenancies where there is no agreed date of payment, by the fifth day of the month;
  - iii. Violations of the Rental Agreement;
  - iv. Nuisance;
  - v. Serious nuisance;
  - vi. An owner or agent of an owner of a dwelling unit covered by a Tenancy At Will gives, or receives from, a Tenant or subtenant of the dwelling unit a notice of termination.

- B. The dwelling unit, or any part thereof, is occupied by one who never had a right or privilege to occupy such premises;
- C. The Tenant originally had the right or privilege to occupy the dwelling unit other than under a Rental Agreement or Lease but such right or privilege has terminated; or
- D. Abandonment

**Chapter 9. Procedural rules for all cases heard under this title.**

9000. Summary Proceeding. In all proceedings brought to recover the possession of real property pursuant to the provisions of this Ordinance, the Tribal Court shall give such actions precedence over all other civil actions, except actions to which special precedence is given by law, and shall set hearings and trials for quick determinations consistent with this Ordinance.

9001. Necessary party Tenants; joinder; judgment; subtenants after notice to Tenants persons bound by judgment. No person, other than the Tenant of the premises, and any subtenant whose rights in the premises are established by a writing signed by the landlord, in the actual occupation of the premises when the complaint is filed need be made party defendants in the proceeding, but when it appears that any of the parties served in the process or appearing in the proceeding have committed forcible detainer or unlawful detainer, judgment shall be rendered against the Tenant or subtenant. In case a defendant has become a subtenant of the premises in controversy, after the service of the notice upon the Tenant of the premises under Section 8000, the fact that such notice was not served on each subtenant shall constitute no defense to the action. All persons who enter the premises under the Tenant after the commencement of the suit shall be bound by the judgment, the same as if he or she or they had been made a party to the action.

9002. Summons and complaint.

- A. Complaint. If, after the date set forth in the notice for the Tenant to quit possession of the dwelling unit, 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:
  - i. The names of the adult Tenants against whom the suit is brought;
  - ii. A description of the Rental Agreement, if any;
  - iii. The address or reasonable description of the location of the premises;

- iv. The grounds for eviction;
- v. A statement showing that any required termination notices have been served in accordance with this Ordinance or other applicable law; and
- vi. A statement of the relief demanded, including any claim(s) for possession of the dwelling unit, damages, fees, costs, or other special relief.

B. Summons and notice of hearing. Issuance of the summons shall be as provided by court rule or applicable ordinance except that the defendant's time to respond to the complaint shall be five days after the summons is served upon him/her and the summons shall include the date and time of the court hearing. In all other respects, the summons shall be issued, served, and returned in the same manner as a summons in a civil action specified by court rule or appropriate ordinance.

9003. Appearance; answer, dismiss or stay; time allowed. On or before the date fixed for the defendant's appearance, the defendant may appear and answer or move to dismiss the plaintiff's complaint.

- A. Unless otherwise ordered by the Tribal Court for good cause shown, the time allowed for the defendant to answer the complaint or an amended complaint, or to amend the answer shall not exceed 5 days.
- B. Where the defendant files a motion to dismiss the complaint or to stay proceedings, the time for filing the motion shall be the same as filing an answer, and the time for the Tribal Court to hear the motion shall not be less than 5 days after the personal service of a copy of the motion and a notice of the hearing or not less than 10 days after the service by mail of a copy of the motion and a notice of hearing; and
- C. The service and filing of the motion under subdivision (B) shall extend the defendant's time to file an answer until five days after service upon the defendant of the written notice of entry of an order denying the defendant's motion.

9004. Motion for summary judgment. Notwithstanding any other provision of law, in any action under this Title:

- A. A motion for summary judgment filed under this Ordinance may be made at any time after the answer is filed upon giving five

(5) days notice. Summary judgment shall be granted or denied on the same basis as a summary judgment motion filed pursuant to court rule or applicable ordinance.

- B. Opposition to a motion titled under subdivision (A) shall be filed no later than five days after the written motion is served on the adverse party, and the reply shall be filed no later than three days after the written opposition is served on the defendant.
- C. A motion filed under subdivision (A) shall be filed and served on the adverse party at least ten (10) days before the time the Court hears the motion, and opposition to the motion shall be filed and served on the moving party no later than seven days before the time the Court hears the motion, and the defendant's reply to the opposition shall be filed and served on the plaintiff no later than three days before the time the Court hears the motion. The Court shall hear the motion for summary judgment no later than 14 days before the scheduled trial date, unless the Court for good cause shown orders otherwise.

9005. Extension of time; consent of adverse party. Unless otherwise ordered by the Court 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, no extension of time allowed in any action under this Title for the causes specified in this Title shall exceed ten days without the consent of the adverse party.

9006. Entry of default; application for relief.

- A. Timeline for entry of default judgment. If a defendant served with summons fails to appear and defend in person or in writing on or before the appointed time, the Judge shall, upon application of the plaintiff, enter the default of the defendant no more than five (5) days following the date the application is filed with proof of personal service upon the defendant, and no more than ten (10) days after the application is filed with proof of service by mail upon the defendant.
- B. Application for relief. Upon the entry of a default judgment, the plaintiff may apply to the court for the relief demanded in the complaint, including the costs against the defendant
- C. Timeline for granting of relief. The court will grant the requested relief within five (5) days of the filing of the

application for relief, unless good cause is found to deny or postpone the granting of the requested relief. Good cause will only be found where the defendant appears for the first time after the entry of default judgment where emergency circumstances previously prevented the defendant's prior appearance or for reasons other than legitimate notice issues that are not the defendant's fault.

9007. Pretrial conference hearings. Notwithstanding any other provision of law, pretrial conference hearings for unlawful detainer cases will be set as follows:

- A. A pretrial conference hearing will be set approximately fifteen days after filing of the complaint unless:
  - i. The case has already been set for trial;
  - ii. The case has been designated as a general civil matter because possession is no longer at issue; or
  - iii. A disposition has been entered, or a dismissal judgment, Notice of Settlement, or a transfer terminates or disposes of a case.
- B. Parties may begin discovery under this Title prior to the pretrial conference hearing.
- C. The Tribal Court Judge shall, not sooner than five (5) days after the pretrial conference, assign the earliest date for trial within the next twenty days and notify all parties in writing of the trial date.

9008. Trial; no jury trial; prima facie case; rent.

- A. Timeline for trial. Whenever an issue of fact is presented by the pleadings, it must be tried by the Tribal Court Judge no more than fifteen (15) days following the date for defendant's first appearance, except when the trial date would fall on a weekend or holiday, and in such a situation on the first regular court day following that date.
- B. Bench Trial. No party shall have the right to a trial by jury.
- C. Plaintiff's Burden. The plaintiff has the burden of proof and must prove his case by a preponderance of the evidence. On the trial of any proceedings for abandonment, forcible entry or unlawful or forcible detainer, the plaintiff shall only be



required to show, in addition to the abandonment, forcible entry or unlawful or forcible detainer complained of, that plaintiff was peaceably in the actual possession of the premises at the time of the forcible entry or was entitled to the possession at the time of the abandonment, unlawful or forcible detainer.

- D. Rent during pendency of case. 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 case.

9009. 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; or
- 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; or
- C. There are monies due and owing to the Tenant because he has been required to make repairs that are the obligation of the landlord and the landlord has failed or refused to make them after a reasonable notice. Such sums may be a complete or partial defense to a complaint for eviction, but only to the extent that such sums set off monies owed for occupancy. A Tenant may be evicted after such a period if he fails or refuses to pay the reasonable rental value of the premises.
- D. That due to the conduct of the landlord, there is injury to the Tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel, laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace.
- E. That there are such serious and material breaches of applicable housing law on the part of the landlord that it would be unjust to grant him a remedy

- F. The landlord is evicting the Tenant because of the Tenant's race, sex, sexual orientation, religion, age, marital status, political affiliation, or because the Tenant is disabled.

**The validity of the defenses A through E in this section, shall not apply in any unlawful detainer proceeding by a New Owner landlord seeking to terminate an At Will Tenancy.**

### **Chapter 10. Discovery.**

10000. Discovery Motions. Notwithstanding any other provision of law, in any action under this Title, a discovery motion may be made at any time upon giving five (5) days' notice if personally served, or 10 days notice if service is completed by mail.

10001. Depositions.

- A. Timeline for scheduling depositions. Oral depositions shall be scheduled for a date at least five days after service of the deposition notice, but not later than five days before trial. If the party giving notice of the deposition is a subpoenaing party, and the deponent is a witness commanded by a deposition subpoena to produce personal or employment records, the deposition shall be scheduled for a date at least fifteen days after issuance of that subpoena.
- B. Shortening or extension of time. On motion or ex parte application of any party or deponent. For good cause shown, the court may shorten or extend the time for scheduling a deposition, or may stay its taking until the determination of a motion for a protective order under Redding Rancheria law.

10002. Interrogatories.

- A. Timeline for propounding.
  - i. Defendant: A defendant may propound interrogatories to a party to the action without leave of court at any time.
  - ii. Plaintiff: A plaintiff may propound interrogatories to a party without leave of court

at any time that is five days after service of the summons on or appearance by that party, whichever occurs first. On motion with or without notice, the court, for good cause shown, may grant leave to a plaintiff to propound interrogatories at an earlier time.

- B. Timeline for responding. Within five days after service of interrogatories the party to whom the interrogatories are propounded shall serve the original of the response to them on the propounding party, unless on motion of the propounding party the court has shortened the time for response, or unless on motion of the responding party the court has extended the time for response.
- C. Service of response on other parties. The party to whom the interrogatories are propounded shall also serve a copy of the response on all other parties who have appeared in the action. On motion, with or without notice, the court may relieve the party from this requirement on its determination that service on all other parties would be unduly expensive or burdensome.

10003. Production of documents; inspections.

- A. Timeline for Demand for Inspection.
  - i. Defendant. A demand for inspection of the premises may be made only upon declaration with the court, showing that the inspection is necessary to the establishment of a legal defense which is available to the party.
  - ii. Plaintiff. Plaintiff may make a demand for inspection without leave of court at any time that is within five days after service of the summons on or appearance by, the party to whom the demand is directed, whichever occurs first. On motion with or without notice, the court, for good cause shown, may grant leave to a plaintiff to make an inspection demand at an earlier time.

- B. Format of demands.
- i. Numbering. A party demanding an inspection shall number each set of demands consecutively.
  - ii. Identifying information. In the first paragraph immediately below the title of the case, there shall appear the identity of the demanding party, the set number, and the identity of the responding party.
- C. Content of demands. Each demand in a set shall be separately set forth, identified by number or letter, and shall do all of the following:
- i. Designate the documents, tangible things, or land or other property to be inspected either by specifically describing each individual item or by reasonably particularizing each category of item.
  - ii. Specify a reasonable time for the inspection that is at least five days after service of the demand, unless the court for good cause shown has granted leave to specify an earlier date.
  - iii. Specify a reasonable place for making the inspection, copying, and performing any related activity.
  - iv. Specify any related activity that is being demanded in addition to an inspection and copying, as well as the manner in which that related activity will be performed, and whether that activity will permanently alter or destroy the item involved.
- D. Timeline for response. Within five days of an inspection demand, the party to whom the demand is directed shall serve the original of the response to it on the party making the demand, and a copy of the response on all other parties who have appeared in the action, unless on motion of the party making the demand, the court has shortened the time for response, or unless on motion of the party to whom the demand has been directed, the court has extended the time for response.

10004. Request for admissions.

- A. Timeline for request.
  - i. Defendant. A defendant may make requests for admission by a party without leave of court at anytime.
  - ii. Plaintiff. A plaintiff may make requests for admission by a party without leave of court at any time that is five days after the service of the summons on, or appearance by, that party, whichever occurs first. On motion with or without notice, the court, for good cause shown, may grant leave to a plaintiff to make requests for admission at an earlier time.
- B. Timeline for response. Within five days after service of requests for admission, the party to whom the requests are directed shall serve the original of the response to them on the requesting party, and a copy of the response on all other parties who have appeared, unless on motion of the requesting party the court has shortened the time for response, or unless on motion of the responding party the court has extended the time for response.

**Chapter 11. Judgment.**

11000. Judgment. The written judgment shall issue within 5 days of the conclusion of trial or within 5 days of the submission of any supplemental briefs ordered by the court. The judgment shall clearly state which party the court is finding in favor of, and the reasons for that finding. The judgment shall also clearly state any relief granted to the parties.

11001. Relief available to plaintiff.

- A. Restitution of premises. If, after trial, the judgment is in favor of the plaintiff, the judgment shall declare the forfeiture of the Lease, Rental Agreement or other basis of a tenancy and the eviction of the defendant and the immediate restitution of the premises to plaintiff.

- B. Other relief available. In addition to the relief available under subsection (1), the court may also order any of the following:
- i. Grant actual damages as provided in the agreement of the parties or this Title, any rent due, interest, or, if the defendant is found guilty of forcible entry, or forcible or unlawful detainer and malice is shown, the plaintiff may be awarded either damages and rent due or punitive damages in an amount which does not exceed three times the amount of damages and rent found due;
  - ii. Order the parties to carry out an obligation required by law;
  - iii. Establish a payment plan for the Tenant;
  - iv. Order rent payments out of per capita payments or through garnishment;
  - v. Establish a Power of Attorney in another person/agency to fulfill rights or obligations of either landlord or Tenant;
  - vi. Remediate the action, in part or in whole, through appropriate recalculation of rent where the owner is not the Housing Authority or the Tribe;
  - vii. Order the Tenant to perform work for the landlord or owner to pay off back rent due and/or damages;
  - viii. Order the payment of attorneys' fees, costs and expenses of litigation; or
  - ix. Grant any relief provided in this Title or allowed in law or equity.

11002. Judgment: Defendant. Where the court finds in favor of the defendant, any of the following remedies are available:

- A. Dismissal of the case;
- B. Order the payment of attorneys' fees, costs and expenses of litigation;

- C. Order the parties to carry out an obligation required by law;
- D. Order the Plaintiff to immediately cease any harassment of the defendant.

11003. Money judgments against Redding Rancheria Tribe prohibited. Nothing in this code is deemed to waive the sovereign immunity of the Redding Rancheria Tribe, or its entities, from money judgments. The court has no authority under this code to order the Redding Rancheria Tribe to pay monetary damages or attorney's fees.

11004. Writ of possession of real property.

- A. Duty of plaintiff. Upon receiving a judgment of forcible entry, or forcible or unlawful detainer, the plaintiff shall petition the Tribal Court for a writ of possession to restore possession of the dwelling unit to the plaintiff based on the judgment. Plaintiff must file the petition with the Tribal Court within 60 days of the entry of judgment. The petition shall include a recommended date and time for execution of the writ of possession according to this Ordinance. The Plaintiff may petition the court for a writ of possession as an ex parte motion, without notice to the defendant.
- B. Timeline for issuance of writ. The Tribal Court Judge shall issue a writ of possession of real property within two days after the petition is filed, which the petitioner shall deliver to the Redding Rancheria Peace Officer for execution.
- C. Form of writ. The writ of possession shall be in the name of the Tribal Court, sealed with its seal, and signed by the Tribal Court Judge. The writ shall be in the following form: (Venue and caption)
  - i. TO THE REDDING RANCHERIA PEACE OFFICER OR HIS LAWFUL DEPUTIES:
  - ii. ON \_\_\_\_ AT \_\_\_\_ A.M./P.M. YOU ARE DIRECTED TO LEVY UPON AND RETAIN UNTIL RELEASED TO THE PLAINTIFF THE FOLLOWING PROPERTY PURSUANT TO CHAPTER 11 OF THE REDDING RANCHERIA EVICTION ORDINANCE:

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(Description as in Complaint, Redding Rancheria, California.)

iii. YOU ARE DIRECTED TO ENTER THE ABOVE DESCRIBED PROPERTY TO LEVY THE PERSONAL PROPERTY AT THE OPTION OF DEFENDANT TO EITHER SURRENDER SUCH PROPERTY TO PLAINTIFF IN RETENTION OR DISPOSITION, OR ADVERTISE AND SELL SAME AS IN THE CASE OF LEVY AND SALE UNDER EXECUTION AS PROVIDED BY CHAPTER 11, SECTION 11007 OF THE REDDING RANCHERIA EVICTION ORDINANCE.

iv. Fifteen (15) days after the Tenant vacates the house the landlord may dispose of the Tenant's personal property by public sale if he reasonably believes its value is more than \$300. If the landlord reasonably believes it is valued at less than \$300, he may dispose of the property by any means. Ceremonial regalia, basketry, and other traditional items used for cultural or religious purposes shall be returned to the owner(s), or alternatively, these items may be donated to the Tribe's museum. The landlord, if the Tribe or a Tribal entity, is not liable to the owner for any personal property disposed of in this manner.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL:  
REDDING RANCHERIA  
TRIBAL COURT

JUDGE:  
REDDING RANCHERIA  
TRIBAL COURT

11005. Execution of Judgment.

- A. Service of writ. A plaintiff, having obtained a writ of possession of the premises in accordance with this Title shall be entitled to have the premises restored to it immediately by the Redding Rancheria Peace Officer. Promptly upon payment of any reasonable costs of service, the enforcing officer shall



serve an occupant or post a copy of the writ on the premises as provided for in subsections 8000(G)(ii). In addition, where the copy is posted on the premises, another copy of the writ shall be mailed to the defendant at his business or residence address last known to the plaintiff or the plaintiff's attorney or, if no such address is known, at the premises.

- B. Timeline for Compliance with Writ. If a Tenant does not vacate the premises within five days of the date of service or, if a copy of the writ is posted, within five days from the date of mailing of the additional notice, the enforcing officer shall remove the defendant and any other occupants and any personal property from the premises on the date specified in the writ of possession, and place the plaintiff in possession thereof. It shall be the duty of the party delivering the writ to the officer for execution to furnish the officer a copy of the judgment and order of eviction.

11006. Stay of Execution. When the action is for unlawful detainer after defaulting in the payment of rent and the Lease or agreement under which the rent is payable has not by its terms expired, execution upon the judgment shall not issue until five days after the entry of judgment, within which time the Tenant or any subtenant, or other party interested in the continuance of the term may pay into the Tribal Court the amount of the judgment, costs, and attorney fees and thereupon that portion of the judgment shall be satisfied and the Tenancy shall be restored. If the payment is not made within five days, the judgment shall be enforced. In all other cases the judgment shall be enforced immediately.

11007. Sale of Property; Release of Property to rightful owner.

- A. Circumstances in which Sale Allowed. Fifteen (15) days after the Tenant vacates the house the landlord may dispose of the Tenant's personal property by public sale if he reasonably believes its value is more than \$300. If the landlord reasonably believes it is valued at less than \$300, he may dispose of the property by any means. Ceremonial regalia, basketry, and other traditional items used for cultural or religious purposes shall be returned to the owner(s), or alternatively, these items may be donated to the Tribe's museum.
- B. Notice of Sale. Notice of the time and place of the public sale shall be published once a week for two successive weeks in the Redding Searchlight

newspaper, or any other paper that is generally circulated within the Redding Rancheria. The last publication shall be not less than five days before the sale is to be held. The notice of the sale shall describe the property to be sold in a manner reasonably adequate to permit the owner of the property to identify it.

- C. Proceeds from Sale. The landlord shall deduct the costs of transportation, storage, advertising, sale, and any other related costs, and apply proceeds to the amount of judgment. The landlord shall retain any balance of the proceeds of the sale that is not claimed by the former Tenant or an owner other than such Tenant. The former Tenant or other owner may claim the balance within one year of the sale by making application to the landlord.
- D. Landlord's Duty to Safekeep Property. The landlord shall store the personal property in a place of safekeeping until it is either sold or released as allowed under this section.
- E. Release of Property to Rightful Owner. The landlord shall release the personal property to the former Tenant, or, at the landlord's option, to a person reasonably believed by the landlord to be its owner if such Tenant or other person pays the cost of storage as provided herein and claims the personal property not later than the date specified in the writ of possession before which the former Tenant must make his/her claim or the date specified in the notice before which a person other than the Tenant must make his/her claim.
  - i. Where the landlord releases personal property to the former Tenant pursuant to subdivision (E), the landlord is not liable with respect to that property to any person.
  - ii. Where the landlord releases personal property pursuant to subdivision (E) to a person (other than a Tenant) reasonably believed by the landlord to be its owner, the landlord is not liable with respect to that property to:
    - 1. the former Tenant or any person to whom notice was given pursuant to

subdivision (E); or

2. any other person, unless in the case of landlord who is not the Tribe or a Tribal entity, such person proves, prior to releasing the property, that the landlord believed that a reasonable person should have believed that the person had an interest in the property and also that the landlord knew or should have known upon reasonable investigation the address of such person.

F. **Liability of Landlord for Sale or Release of Property.** The landlord, if the Tribe or a Tribal entity, is not liable to the owner for any personal property disposed of under this section. Any landlord who is not the Tribe or a Tribal entity shall not be liable for property disposed of under this section unless it can be proven that the landlord knew or should have known of the identity of the rightful owner, and also that the landlord could have discovered the address of such person upon reasonable investigation.

**Chapter 12. Certification.**

We, the undersigned duly elected officials of the Redding Rancheria, do hereby certify that at a duly called meeting of the Tribal Council on January 10, 2012, with a vote of 6 for, 0 against, 0 abstaining, Tribal Council recommends to the Redding Rancheria General Membership that the foregoing Eviction Ordinance be adopted.

  
\_\_\_\_\_  
Tribal Council Chair

Date: 2-14-12

  
\_\_\_\_\_  
Tribal Council Secretary

Date: 2/14/12

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We, the undersigned duly elected officials of the Redding Rancheria, do hereby certify that the foregoing Ordinance was adopted at a duly called meeting of the General Council of the Redding Rancheria with a quorum present on the 13<sup>th</sup> day of February 2012, by a vote of 53 for, 9 against, 3 abstaining.

*Ann Hart*  
Tribal Council Chair

Date: 2-14-12

*N. A. [Signature]*  
Tribal Council Secretary

Date: 2/14/12

Present Council:

- 1. *Jack E. Potter Jr.*
- 2. *Barbara Murphy*
- 3. *Ann Hart*
- 4. *Dore Wike*
- 5. *N. A. [Signature]*

- 6. *Ben McC...*
- 7. *Misty*
- 8. *Roby Paulding*
- 9. *Gene Decker Sr.*
- 10. *Jason Hayward Jr.*