HO-CHUNK NATION
POLICY & PROCEDURE

Subject: Rental Management Office	**Title:** Application, Admissions, and Occupancy Policy and Procedures
Scope: Housing Rental Management and Financial Operations	**Effective Date:** 03-17-2021 Revision Date: 11-12-2025
Issuing Authority: Clariss Funmaker Rental Manager - Department of Housing	**Issuing Authority Signature:** Clariss Funmaker
Approval Authority: Denise Wright Executive Director - Department of Housing	**Approval Authority Signature:** Denise Wright
Legislative Authority: Ho-Chunk Nation (HCN) Employment Relations Act (ERA) 6 HCC § 5 CH. 1. 4. (b) Each department, division, or unit of the Nation, with the prior approval and consultation of the Executive Director of the Department of Personnel, may develop, implement, and revise as necessary internal procedures, operating rules and policies pertaining to the unique operational requirements of the work unit for efficient and effective performance. Advance notice of internal unit procedures and rules shall be provided to employees and must be posted in public places to serve as notice to all employees.	**Policy Number**: DOH-RMD-12-08-2023-001

1.0 Policy Statement:

1.1 The goal of the Ho-Chunk Nation Department of Housing's Rental Management Division (RMD) is to provide housing to qualified Ho-Chunk Nation (HCN) enrolled families in a safe and healthy environment.

2.0 Purpose:

2.1 This sets forth policy and procedures for the RMD in the administration and in compliance with applicable HCN codes in providing quality and safe rental units.

3.0 Rationale and Background:

3.1 Standardized Application, Admission, and Occupancy policy and procedures will enable Rental Management staff efficient and effective administration of the Nation's Rental Properties and inform future occupants of requirements for eligibility.

3.2 All Department of Housing Policies are subject to Manager Discretion.

4.0 Policy:

4.1 To inform Ho-Chunk enrolled tribal members of the policies and guidelines they must follow in order to rent and maintain safe housing.

4.2 To enable the HCN RMD to provide a safe and wholesome living environment for HCN Rental Property tenants.

5.0 Procedure:

5.1 To apply with the Ho-Chunk Nation Department of Housing Rental Management Division, an application can be printed from the Ho-Chunk Nation Website or Tribal Members can obtain a rental application from the Housing Office located in Tomah or have one printed off from their local Branch Office.

5.2 An application must be completed in full and submitted to the Department of Housing.

5.2.1 The application can be submitted via mail to the address P.O. BOX 170, Tomah WI 54660 or emailed to one of the following Rental Management staff: Housing@Ho-Chunk.com.

5.2.2 In order for an application to be complete, an applicant must include the rental application, income verification, enrollment verification (copy of Tribal ID/CDIB), a release of information form, and DD214 if applicable. All documents must be signed where signature is required.

5.2.3 All documents must be filled out and signed by each member of the household that is 18 years of age or older.

5.2.4 Applications will be reviewed. If there is any information missing, the applicant will be notified in writing or via telephone.

5.2.4.1 If the requested information is not provided, the application will be inactive and applicant will not be placed on the waiting list until all required documents are submitted, complete, and signed.

5.2.4.2 Applications must be updated annually by the applicant in order to remain on the waiting list if Tribal Member is eligible.

5.2.4.3 If the applicant does not update their application within the year, Tribal Member will be removed from the waiting list and will need to submit a new application

5.2.4.4 If the applicant is determined to be ineligible to rent due to reason(s) within this policy, the applicant will be notified in writing within ten (10) business days or notified via telephone.

5.2.5 The applicant must be able to afford the monthly rent plus all household utilities.

5.2.6 The RMD reserves the right to reject the application of individuals applying for housing in cases where it is determined that admission of the applicant and/or any member of the household would be a detriment to other residents and/or the community.

5.2.7 A Criminal History Background Check will be conducted on the applicant and household occupants 18 years of age and older to determine if the applicant has a history of meeting financial responsibilities and has not engaged in criminal or illegal activities that would have a negative effect on other tenants and the community.

5.2.7.1 If the applicant has been convicted of or has reasonable suspicion of engaging in the following crimes, they may be ineligible to occupy or continue to occupy a Rental Management Unit:

5.2.7.1.1 Violent crimes: Applicants convicted of violent crimes will be permanently ineligible for any type of housing from the HCN RMD. Violent crimes include, but are not limited to, the following: Murder, Violent and/or Malicious Animal Crimes, crimes against children, sexual crimes, Felony assault/battery, Domestic Violence, and assault with deadly weapons.

5.2.7.1.2 Drugs: Any member of an applicant's household convicted of showing involvement with the use, possession, manufacturing, and/or distribution of any type of controlled substances. Conviction of these types of crimes will render the applicant ineligible to rent for a period of two (2) years from conviction date.

5.2.7.1.2.1 Applicants who have been previously convicted of any drug/alcohol crimes are ineligible to rent, except if convicted person(s) are recovering or has recovered from an addiction and submits evidence including, but not limited to, participation in or successful completion of a treatment program.

5.2.7.1.3 Criminal activity: Applicants convicted of criminal activity that could pose a threat to the health, safety, and peaceful enjoyment of any other tenant's premises are ineligible to rent from the RMD for a period of two (2) years. This will be based on the most recent date of conviction. For the purpose of this policy, criminal activity includes, but is not limited to, the following: Stalking, damage to property, theft, burglary, or gang activity. This will be determined on a case by case basis.

5.2.7.1.3.1 Applicants who have been previously convicted of any of these crimes are ineligible to rent, except if convicted person(s) is recovering or has recovered from an addiction and submits

evidence including but not limited to participation in or successful completion of a treatment program or anger management.

5.2.7.1.3.2 If the applicant or occupant is eligible under this section and they refuse to continue or complete participation in a treatment program, they are immediately terminating their rights to meet eligibility criteria to rent or occupy a rental unit.

5.2.7.1.4 Prior Eviction or Abandonment: Applicants who previously rented from the Department of Housing and who were evicted or abandoned their unit may be ineligible for future housing for a period of two (2) years. Any debts incurred as a result of eviction, abandonment, or termination must be paid in full before being considered to rent again.

5.2.7.1.4.1 Once debt is paid in full, Tribal Member is eligible to apply and be added to the waiting list.

5.2.7.2 Prior Eviction outside of Ho-Chunk Nation: Applicants who have been evicted from Rental Units under Property Managements or Individuals outside of the Ho-Chunk Nation will need to wait 2 years after eviction date to rent with the Department of Housing.

5.2.7.3 Fraud/Misrepresentation

5.2.7.3.1 Any fraud or material misrepresentation made by an applicant in connection with the admission or continued occupancy shall constitute grounds for ineligibility.

5.2.8 Once the applicant has a completed application, has met affordability, and passed the background check, they will be placed on the waiting list in the order of time and date the completed application was received.

5.2.8.1 Applicants are required to contact the RMD to update the application whenever there is a change in the information they previously provided, as this could affect their continued consideration.

5.2.9 The RMD will communicate through written notification or telephone to the applicant that they have been placed on the waiting list, or that they are ineligible to rent from Rental Management with the reasoning.

5.3 Applications are valid for one year from the received date.

5.3.1 The RMD will send a courtesy notice via email, mail, and telephone to the applicant a month before their application will expire to request an update.

5.3.2 If the applicant fails to update their application by the deadline given, applicant will be removed from the waiting list, and must reapply.

5.4 When the applicant is next on the waiting list and a unit becomes available, the RMD will contact the applicant to verify that they are still interested in renting from the RMD.

5.4.1 If applicant declines unit offered, they will go to the bottom of the waiting list.

5.4.2 In order to prevent overcrowded conditions and under-utilized space, the RMD may make exceptions due to unusual circumstances which will be assessed on a case-by-case basis. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc. Units shall be assigned in accordance with the following schedule:

Number of Bedroom(s)	Minimum Number of Person(s)	Maximum Number of Person(s)
2	1	4
3	3	6
4	6	8

5.4.3 Pets

5.4.3.1 Tenants may be allowed up to two pets with an additional fee of $25.00/month per pet.

5.4.3.1.1 Service Provider Pets and Emotional Support Animals are exempt from this requirement (see policy)

5.4.3.2 All animals must be reported upon signing a Residential Lease Agreement or when the tenant has a pet that is not listed on the Residential Lease Agreement.

5.4.3.3 Verification of vaccinations must be provided and updated with the RMD annually. All pets must wear a collar with veterinary tags.

5.4.3.4 All pet owners shall maintain current renter's insurance including liability insurance in the amount of $100,000.00.

5.4.3.5 Pets not covered under renters' insurance are disallowed. Proof of renters' insurance must be filed.

5.4.3.5.1 Service Provider and Emotional Support Animals are exempt from this requirement (see policy)

5.4.3.5.2 Therapy Pets must be included on renters insurance

5.4.3.6 Tenants must maintain and care for their pet, maintain a habitable condition of the units, and prevent the creation of a nuisance, unsanitary condition, or threat to health and safety of the Ho-Chunk Nation Rental Management units, tenants, and community.

5.4.3.7 Pet owners will be held accountable for damage to property or person(s) caused by their pets.

5.4.3.8 All animals must be on a leash, a chain of adequate length, or a fenced-in area or other containment devices when outdoors and at least twenty-five (25) feet from the house.

5.4.3.9 Failure to comply with this policy shall be deemed a violation of the tenant's lease obligations.

5.5 Applicant selection

5.5.1 Ho-Chunk Nation Veterans will have preference and must submit a DD214 along with their rental application

5.5.2 Applicants up next on waiting list will be offered rental unit. The RMD will reach out to applicant through email, mail, and telephone.

5.5.2.1 Once approved the applicant will be notified of the required documents that need to be submitted prior to scheduling the move-in date.

5.5.2.2.1Security deposit and first month's rental fee are to be received in the RMD upon signing the lease.

5.5.2.1.1.1 Elders will be required to pay the full security deposit and the Elder Maintenance Fee of $100.00.

5.5.2.1.1.2 Elite Elders will be required to pay only the full security deposit.

5.5.2.1.1.2.1 Should the Elite Elder or Elder be absent from the rental unit for sixty (60) days without medical or other emergency needs, the RMD may terminate the lease.

5.5.2.1.2 A receipt of payment must be given to the tenant. The white copy will be given to the tenant, the yellow copy will be given to the Finance Division Manager with the payment, and the pink copy will be left in the receipt book.

5.5.2.1.3 The payment will be deposited by the Housing Financial team.

5.5.2.1.4 The Finance Division Manager will create an invoice in the Financial System to charge the tenant for the security deposit and first month's rent at the Customer Level.

5.5.2.1.5 The Finance Division Manager will apply the payment in the Financial System at the Customer Level.

5.6 Once the RMD receives a completed Utility Transfer Form, proof of Utility Transfer must be provided to the RMD, and proof of Renters Insurance within 14 business days after unit is offered. Upon submitted paperwork to the RMD, a lease signing may be scheduled.

5.6.1 At the end of the 14th business day at 4:30pm, if the applicant hasn't submitted the appropriate documentation and shown proof, the unit offer will expire and the unit will be offered onto the next available applicant on the RMD Waiting List.

5.6.2 Payment for first month's rent and security deposit must be brought to the lease signing. IN THE FORM OF MONEY ORDER.

5.6.3 The Utilities are designated to the head of household through the Residential Lease Agreement as the responsible party.

5.6.3.1 Should the tenant not have the utilities accounts in their name or not pay a utility bill, the RMD will have to pay the bill and charge the tenant. The utility bill and an administrative fee of $25.00 shall be charged to the tenant's account for each occurrence.

5.6.4 Heat is the responsibility of the tenant and the proper heat temperature is to be maintained during the winter.

5.6.4.1 Should the RMD have to pay the heating utility bill, then the heating utility bill, any associated charges, and an Administrative fee of $25.00 shall be charged to the tenant's account for each occurrence.

5.6.4.2 Repairs that are caused by the tenant's failure to maintain heat and/or neglect shall be charged to the tenant's account.

5.6.5 Water/Sewer is the responsibility of the tenant.

5.6.5.1 Should the RMD have to pay the Water/Sewer utility bill, then the Water/Sewer utility bill, any associated charges, and an Administrative fee of $25.00 shall be charged to the tenant's account for each occurrence.

5.6.5.2 Repairs that are caused by the tenant's failure to maintain Water/Sewer and/or neglect shall be charged to the tenant's account.

5.6.6 Electricity is the responsibility of the tenant.

5.6.6.1 Should the RMD have to pay the Electricity utility bill, then the Electricity utility bill, any associated charges, and an Administrative fee of $25.00 shall be charged to the tenant's account for each occurrence.

5.6.6.2 Repairs that are caused by the tenant's failure to maintain Electricity and/or neglect shall be charged to the tenant's account.

5.6.7 If utilities are disconnected by utility companies due to negligence of applicant payment, will result in an automatic non-renewal of Lease.

5.6.8 Any unpaid utility bills, that are threatened to appear on the HCN Tax Roll, will result in an automatic non-renewal of Lease, unless proof of payment has been received.

5.6.8.1 The RMD will grant access to the tenant's unit to assist the utility company's request, for any disconnections due to negligence of tenant.

5.7 Payments and Fees

5.7.1 Rental Fee

5.7.1.1 A monthly Rental Fee is due and payable on the first day of each month. There is a grace period of five (5) calendar days for the payment to be received in the Finance Division or postmarked by the fifth day of the month.

5.7.1.2 If the tenant falls three (3) months behind in rental arrearages, a 28 calendar day Lease termination notice will be sent.

5.7.2 Late Fee

5.7.2.1 If the tenant is late in meeting the Rental Fee payment deadline, a Late Fee is assessed in the amount of $25.00 per occurrence.

5.7.3 Non-Sufficient Fund (NSF) Fee

5.7.3.1 Should the tenant make payment with a check that does not have sufficient funds, there will be a $25.00 NSF Fee added to the tenant's account.

5.7.3.2 If on two occasions an insufficient funds check is presented, personal checks no longer will be accepted as a form of payment from the tenant.

5.7.4 Maintenance/Repair Fee

5.7.4.1 Maintenance / Repairs that are caused by neglect or damage by the tenant, household members, or guest(s) of the tenant or household members, shall be charged to the tenant's account.

5.7.4.2 Should the tenant cause extensive damage to the rental unit, the RMD will terminate the Lease Agreement. Will be addressed on a case by case situation.

5.7.4.3 Maintenance requests, which are submitted through via phone call, email, etc., to the RMD. If the DOH staff member receives a maintenance request from a tenant, they will forward the message to the RMD. The RMD will then take appropriate action.

5.7.4.4 Upon a final move out inspection, if damages exceed the security deposit, the Tribal Member / Tenant, will be held responsible for all additional costs.

5.8 A residential lease agreement must be executed with the RMD personnel prior to occupancy.

5.8.1 The following forms must be filled out at the time of move-in:

5.8.1.1 one (1) copies of the Residential Lease will be signed

5.8.1.2 An irrevocable per capita distribution form is required to be signed prior to move-in.

5.8.2 A General Welfare deduction form will be an option to complete for monthly rental deductions.

5.8.2.1 Move-in inspection will be completed at time of move-in with the tenant.

5.8.2.2 All required documents on the move-in check list, will be provided at the time of move-in.

5.8.3 Transfer to a different unit

5.8.3.1 Current tenants requesting a transfer to another unit must submit a new application to the management office.

5.8.3.2 Tenants to include Elite Elders, Elders, and those with Disabilities, can request a transfer to a single level unit, with proper documentation, the request will be granted upon availability.

5.8.3.3 When the application is completed and required documentation is received, the applicant will be placed on the waiting list with all other applicants.

5.8.3.4 Tenant will have the remainder of the current paid month to vacate the premises.

5.8.4 Hoarding

5.8.4.1 Floors should be clean, clear, and free of hazards that could lead to a trip and fall injury.

5.8.4.2 Trash should be disposed of according to local ordinances and not left in or surrounding rental premises.

5.8.4.3 The rental unit should be free of the bullets listed below: 5.8.4.4 through 5.8.4.7 that contributes to rodent or insect infestation.

5.8.4.3.1 If the cause of the rodent or insect infestation is due to the tenant's negligence, the service charge will be charged back to the tenant's account.

5.8.4.4 The kitchen should be kept clear of spoiled food and grease. Appliances should be kept clean

5.8.4.5 Pathways to front and back doors must be clear from furniture, appliances, and debris.

5.8.4.6 Front and backyard should be free of debris, old trash, furniture, and appliances

5.8.4.7 Parking lot/space should be free of grease and oil. No repairs of automobiles are allowed on premises.

5.8.5 Change of Lessees

5.8.5.1 If the head of household is married or has a cohabitant that is non-Ho-Chunk, and the head of household passes away during the period of the lease or voluntarily vacates and removes themselves from the Residential Lease Agreement, the non-native spouse or cohabitant who remain, whichever may occur first, of the following options to move from the unit that was formally occupied with a qualified Ho-Chunk as head of Household:

5.8.5.1.1 No later than sixty (60) calendar days to vacate.

5.8.5.1.2 If there is illegal activity occurring, the Rental Management may proceed with immediate termination of the lease.

5.8.5.2 In the event of Leaseholder Passing

5.8.5.2.1 If the head of household passes away during the period of the Lease Agreement, the RMD will send written notification of a notice to vacate no later than 60 calendar days, in accordance with Wisconsin State Law

5.8.5.3 Lease cannot be transferred

5.8.5.3.1 If the head of household changes, the applicant's family size must meet the criteria of the unit size.

5.8.5.4 Subletting and subleasing of unit is prohibited.

5.8.6 Inspections

5.8.6.1 The tenant will permit the RMD to conduct interior/exterior inspection of the unit as needed.

5.8.6.1.1 The RMD will enter a rental unit to perform emergency maintenance service without notice.

5.8.6.1.2 The RMD will provide twelve (12) hours written notice for Routine Inspections.

5.8.6.1.3 The RMD may enter in case of suspected criminal activity without notice and may be accompanied by law enforcement.

5.8.7 Communications/Complaints

5.8.7.1 Informal Complaints

5.8.7.1.1 If a tenant, employee, community member, or member of the public makes an informal complaint, the RMD team member will ask the complainant to submit his/her complaint in writing.

5.8.7.1.2 If the complaint is not in writing, the RMD will not follow-up with the complaint until it is in writing.

5.8.7.1.3 The complaint may be sent via email to Housing@Ho-Chunk.com email address; or

5.8.7.1.4 The complaint may be sent USPS and mailed to: Department of Housing, ATTN: RMD, PO Box 170, Tomah, WI 54660.

5.8.7.1.5 Complaints without the name of the complainant included shall NOT be investigated by the Department of Housing.

5.8.7.2 Formal Complaints

5.8.7.2.1 If a tenant, employee, community member, or member of the public makes a formal complaint in writing, then

the RMD will respond according to the severity of the complaint.

5.8.7.2.2 The severity of the complaint will be reviewed on a case by case basis.

5.8.7.2.3 Failure to properly report any maintenance needed on a rental unit directly to the DOH-RMD will result in a lease violation and charges to the Tenant's account.

5.8.8 Lease Violations

5.8.8.1 The tenant, all family members, and all other persons who are on the premises must agree to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of their accommodations.

5.8.8.1.1 Depending on the severity of a Lease Violation, lease termination or eviction could be immediate, in accordance with the Ho-Chunk Nation's Eviction Code.

5.8.8.1.2 Should a tenant or member of the tenant's household be convicted of a sexual offense (felony or misdemeanor), the offender shall be required to vacate the unit within two (2) calendar days of the conviction. No further admission will be afforded to an offender that has been convicted.

5.8.8.1.3 Should a tenant or member of the tenant's household be convicted of a drug offense (felony or misdemeanor), the offender shall be required to vacate the unit within two (2) calendar days of the conviction.

5.8.8.1.4 Tenants shall not alter or change the locks on the unit. If a lock needs to be replaced, the RMD must be notified so that the lock can be keyed to the master system. All such changes shall be done at the tenant's expense.

5.8.8.1.5 There are other minor Lease Violations that the tenant may receive via a five (5) calendar days for a right to cure notice for the correction of violation. No more than two (2) repeated violations of the same issue will result in the Lease termination procedure to begin.

5.8.8.1.6 Should there be any action that further violates the lease agreement, the RMD will follow the Lease Violation Policy.

5.8.8.1.7 Should the tenant refuse to the Lease termination Notice and refuse to vacate the unit within fourteen (14) calendar days from the termination notice sent, the eviction process will begin.

5.8.8.2 Additions of occupants to the Residential Lease Agreement

5.8.8.2.1 New adult additions, 18 years of age or older and not indicated on the original application, must complete the application process prior to moving in. Adult additions with felony convictions will not be approved.

5.8.8.2.2 New minor additions must have written notice sent to the RMD with the name(s), age(s), and gender(s).

5.8.8.2.3 All additions to the Residential Lease Agreement will not be finalized until the application process is complete.

5.8.9 Evictions

5.8.9.1 Evictions will be in accordance with Ho-Chunk Nation's Eviction Code.

5.8.10 Grievance Process

5.8.10.1 Upon filing of a written request, a complaint shall be entitled to an opportunity for review.

5.8.10.1.1 If you disagree with a decision or action, please do not hesitate to call the RMD staff member whose decision or action concerns you. Maybe your matter can be resolved informally, or the decision or action can be explained to your satisfaction. While informal resolution is encouraged, it does not affect your right to formally complain, grieve, and appeal. Administrative remedies must be exhausted, and you cannot skip this initial process.

5.8.10.1.2 If you disagree with a decision or action of the RMD, you have the right to file a formal complaint, grievance, or request for review with the Executive Director of the Department of Housing within thirty (30) calendar days from the RMD's decision or action. The Executive Director of the Department of Housing will review your case and respond in writing within fourteen (14) business days.

6.0 Definitions:

6.1 Calendar day (Sunday – Saturday)

6.2 Business day (Monday – Friday) is 4:00 pm.

7.0 References:

7.1 Ho-Chunk Nation Employment Relations Act amended July 23, 2019 https://drive.google.com/file/d/1KcotbKpIm57C1mj7PIWQ1KHoJvCT3DGP/view

8.0 Related Forms:

8.1 Rental Management Application and Release of Liability

9.0 Policy & Procedure History:

03/11/2021: Issued by the Executive Director – Department of Housing
03/15/2021: Approved by the Executive Director – Department of Personnel
12/10/2024: Revised and approved by the Executive Director – Department of Housing
04/01/2025: Revised and approved by the Executive Director – Department of Housing
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11/12/2025: Revised and approved by the Executive Director – Department of Housing