

Pursuant to TCR072320-03 of 03, Approves Modification to 25 M.P.T.L., During the COVID-19 Pandemic, the Mashantucket Pequot Tribal Council has ordered as follows:

1. 25 M.P.T.L., ch. 5 §4(a) is temporarily modified as follows: “MPTN may not before September 30, 2020 or caused to be delivered a Notice upon any person committing an Unlawful Detainer, except that evictions may proceed for nonpayment of rent due prior to February 29, 2020 or for a Serious Nuisance, which is defined as (1) inflicting bodily harm upon another tenant or landlord, 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; (2) substantial and willful destruction of part of the dwelling unit or premises; (3) conduct which presents an immediate and serious danger to the safety of other tenants or the landlord; or (4) using the premises or allowing the premises to be used for prostitution or the illegal sale of drugs.”
2. All trials in any eviction proceedings are suspended until September 30, 2020, and the Tribal Police shall not serve any complaints or orders of evictions until on or after September 30, 2020.
3. Any tenant who has paid a security deposit in an amount exceeding one month’s rent, and provides landlord written notice including, but not limited to, written electronic communication, that he/she has become fully or partially unemployed or otherwise sustained a significant loss in revenue or increase in expenses as a result of the COVID-19 pandemic, the landlord shall withdraw an amount of said deposit equal to the amount in excess of one month’s rent from an escrow account and apply it toward the rent due in March, April, May, June or July, 2020. Any amount withdrawn and applied toward the rent due shall no longer be considered an amount of the security deposit for any purpose. No landlord who has complied with such a request may demand the security deposit be restored to an amount that exceeds one month’s rent.
4. Nothing contained in **TCR072320-03 of 03** shall relieve a tenant of liability for unpaid rent or of the obligation to comply with other terms of a rental agreement. Except as expressly provided herein, nothing contained herein shall relieve a landlord of the obligation to comply with a rental agreement.

Edward B. O’Connell
Chief Judge
Mashantucket Pequot Tribal Court