
ONEIDA JUDICIARY-TRIAL COURT

STACEY MOORE

Petitioner,

vs.

ONEIDA HOUSING AUTHORITY,

Respondent,

PETITION FOR EVICTION DECISION

Docket No: **15-TC-012**

FINAL DECISION AND ORDER

This case has come before the Oneida Trial Court, Honorable John E. Powless III presiding.

BACKGROUND

The Court received a petition for a Temporary Restraining Order to stay the eviction and the changing of the locks on Stacey Moore's residence at 2780 Osha He Ta Trail, Green Bay, Wisconsin, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on Monday, February 16, 2015.

THE COURT FINDS

1. The Court has jurisdiction pursuant to Chapter 150 of the Oneida Code of Laws.
2. The Court accepted the petition for a temporary restraining order and placed a stay on the eviction procedure at the residence of Stacey Moore at 2780 Osha He Ta Trail, Green Bay, Wisconsin 54313.

3. A hearing was held on February 16, 2015.
4. The Oneida Housing Authority (OHA) terminated the Rental Agreement with tenant Stacey Moore at 2780 Osha He Ta Trail due to violating her Rental Agreement: Unpaid rent and utilities.
5. In 2013, the remaining balance of unpaid rent for Stacey Moore was \$272.00. In 2014, the remaining balance of unpaid rent was \$450.00. In 2015, the remaining balance of unpaid rent is \$100.00. The total balance of unpaid rent at the time of hearing is \$822.00.
6. In 2013, Green Bay Water Utilities assessed a tax lien against the address of Stacey Moore for unpaid water bill of \$261.22. In 2014, The Green Bay Water Utilities placed a tax lien on the address of Stacey Moore for unpaid water bill of \$664.95. The total amount owed to OHA is \$926.17.
7. The address of Stacey Moore possesses an outstanding Wisconsin Public Service bill of \$500.78.
8. Ms. Moore did not contest or dispute any of the evidence provided by the OHA.
9. Arrearage totals for OHA rent, Wisconsin Public Service and Green Bay Water Utilities are provided in Exhibit #1, submitted by the Respondent.

ANALYSIS

The testimony and evidence presented by the OHA was not disputed by Ms. Moore. As a result of her failure to pay rent and keep utilities current, Ms. Moore violated the Rental Agreement she entered into with the OHA. The Court accepts the representations of the parties and Exhibit #1, and concludes Ms. Moore is behind in her payments and that the OHA has the right to evict her.

The OHA has the right to evict Ms. Moore immediately. However, the OHA representative stated at the hearing that if Ms. Moore brought all accounts current by March 2, 2015 she would be permitted to stay in the unit. The Court finds this concession reasonable and will adopt the same as its ruling with the details provided below. This court has afforded OHA tenant Stacey Moore one last opportunity to come current with outstanding amounts due.

DECISION

1. Ms. Moore's accounts with OHA, Wisconsin Public Service and Green Bay Water Utilities are in arrears, totaling \$2,543.48.
2. If the accounts are brought current by the close of business on March 2, 2015, Ms. Moore shall be permitted to continue to occupy the residence at 2780 Osha He Ta Trail under the terms and conditions of her existing Rental Agreement.
3. If the accounts are not current, Respondent Oneida Housing Authority is entitled to change the locks at the property at 11:00 a.m. on March 3, 2015. Furthermore, if the accounts are not current, Ms. Moore is no longer entitled to occupy the property after 11:00 a.m. on March 3, 2015.
4. Receipts shall be provided to the OHA as proof that the accounts are current. The receipts shall be entered into Stacey Moore's OHA tenant file.

IT IS SO ORDERED.

By the authority vested in the Oneida Trial Court pursuant to Resolution 01-07-13-B of the General Tribal Council a hearing was held on February 16, 2015 and an order signed on February 23, 2015 in the matter of *Stacey Moore v. Oneida Housing Authority*. Docket #15-TC-012.