
ONEIDA JUDICIARY-TRIAL COURT

KAHNYATAHAWISE S. CORNELIUS

Petitioner,

vs.

ONEIDA HOUSING AUTHORITY,

Respondent,

Case No: **15-TC-032**

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 changing of the locks on Kahnyatahawise S. Cornelius's residence at 1222 Chief Hill Drive, Green Bay, Wisconsin, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on Monday, July 27, 2015.

FINDINGS

1. The Court has jurisdiction pursuant to Chapter 150 of the Oneida Code of Laws.
2. A hearing was held on Monday, July 27, 2015.
3. Through the signing of the Oneida Housing Authority Rental Agreement on April 29, 2010, Ms. Kahnyatahawise S. Cornelius became a tenant of OHA, residing at 1222 Chief Hill Drive, Green Bay, Wisconsin 54303.

4. Ms. Kahnyatahawise S. Cornelius was formally charged with felony and misdemeanor drug charges filed as State of Wisconsin vs. Kahnyatahawise S. Cornelius Case Number 2015CF000083 on May 26, 2015.
5. As a result of Ms. Kahnyatahawise S. Cornelius formally being charged with felony and misdemeanor drug charges, Ms. Cornelius violated the terms and conditions of her Rental Agreement, IX. PROJECT REGULATIONS, section I. "The One Strike, You're Out" Crime-Free Provision states:

Renter Responsibility. The renter(s) shall be held responsible for the criminal, drug, and drug-related illegal activity of the resident household members regardless of whether renter(s) had actual knowledge of the illegal activity. In the case where renter(s) immediately reports any/all illegal activity and cooperates fully with law enforcement and removes the person(s) involved in any illegal activity from the dwelling, responsibility will lie solely with the suspect(s) directly involved in said illegal activity.

Under **Renter Responsibility**, the renter(s) shall be held responsible for the criminal, drug, and drug-related illegal activity of the residents household. Ms. Cornelius was formally charged with felony and misdemeanor drug charges filed as State of Wisconsin vs. Kahnyatahawise S. Cornelius Case Number 2015CF000083 on May 26, 2015. Ms. Cornelius' actions violate this specific clause of "The One Strike, You're Out".

Drug and Drug-Related Activity. All household members, guests, and visitors to the dwelling unit shall not engage in drug or drug-related activity. 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. at any location, whether in, at, or near the unit or common areas; and in the case of the tenant, members or resident's household, or occupants in, at, on, or near the unit or common areas, nor even off the property.

By signing the OHA rental Agreement, renter(s) also agree not to engage in drug or drug-related activity. 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. By formally being charged with felony and misdemeanor drug charges, Ms. Cornelius' violated the clause of **Drug and Drug-related Activity** in "The One Strike, You're Out".

Criminal Activity is any drug-related and/or other illegal activity especially that which involves minors, both on-or-off OHA premises engaged in by an applicant, tenant, household members, or visitor, that can compromise the health, safety, and right to peaceful, enjoyment of both the resident and the neighborhood's premises. The tenant, or resident members of the household, occupants, guests, or any other person who is living, visiting, inhabiting, dwelling in, staying at, or frequenting the tenant's unit or is given access to resident's unit, premises, or ground by tenant, or resident members or the household, or occupant(s) shall not engage, facilitate, or in any way be involved in any criminal activity in or near the unit, premises, grounds, or common areas in the neighborhood.

Criminal Activity is defined in "The One Strike, You're Out" as any drug-related, and/or other illegal activity, on-or-off OHA premises, in this case, by a tenant. In this case, criminal activity applies to the tenant, Ms. Cornelius. By signing the OHA Rental Agreement, OHA tenants agree not to engage, facilitate, or in any way be involved in any criminal activity. Ms. Cornelius formally being charged with felony and misdemeanor drug charges violates this specific section of the Agreement.

Furthermore, *a single Act of Criminal, Drug, or Illegal Activity* shall be deemed a material and irreparable violation of this Agreement and shall be just cause to terminate tenancy. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

DECISION

As a result, Ms. Kahnyatahawise S. Cornelius is in breach of her Rental Agreement with the Oneida Housing Authority, violating the terms identified under IX. PROJECT REGULATIONS, section I. "The One Strike, You're Out" Crime-Free Provision. Ms. Kahnyatahawise S. Cornelius' petition for a Temporary Restraining Order is dismissed, and is ordered to vacate 1222 Chief Hill Drive by Monday, August 10, 2015 by 4:30 p.m.

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 July 27, 2015 and an order signed on August 4, 2015 in the matter of *Kahnyatahawise S. Cornelius v. Oneida Housing Authority*. Case #15-TC-032.