

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Estelle Diona Moncada,

Petitioner,

v.

Docket No. 16-TC-066

Oneida Housing Authority,

Date: September 27, 2016

Respondent.

STIPULATION AND ORDER

STIPULATION

The parties hereby agree to enter into a repayment agreement. At a minimum, the repayment agreement will include the following terms and conditions.

1. The Petitioner has committed three (3) separate breaches of the Rental Agreement, which are as follows:
 - a. Pursuant to article I, section E, two (2) breaches:
 - i. Non-payment of the electric bill to Wisconsin Public Service Corporation resulting in disconnection of electric services on September 1, 2016.
 - ii. Non-payment of the water bill to Green Bay Water.
 - b. Pursuant to article I, section C and article X, section A, nonpayment of rent for the months of July, August and September of 2016.
2. The Respondent will provide the Petitioner with access to the rental premises by no later than close of business, today, September 27, 2016.

3. The Petitioner is provided notice today, September 27, 2016, that she has five (5) days to cure the violations of the Rental Agreement, provided that the Respondent will accept payment and cure until October 3, 2016 because the fifth day falls on Sunday, October 2, 2016.
4. The Petitioner is provided notice today, September 27, 2016, that if the Petition fails to cure all violations of the Rental Agreement by paying all amounts owed in full by 12:00 p.m. on October 3, 2016, the Rental Agreement will be immediately terminated and eviction enforced.
5. The Petitioner waives all future rights to appeal a termination and eviction implemented as a result of this Stipulation and Order and agrees to vacate on or before October 3, 2016 in the event she does not comply with the terms of the Repayment Agreement.
6. The parties agree that the following payments totaling \$1,354.71 are necessary in order to cure the breach of the Rental Agreement and to offset damages incurred to the rental premises and that such total is broken down as follows:
 - a. To become current for the past due electric services, a payment to Wisconsin Public Service Corporation in the amount of \$589.75.
 - b. To become current for the water services provided to the rental premises, a payment to Green Bay Water in the amount of \$417.31.
 - c. To become current for the past due rent payments, a payment Respondent in the amount of \$150.00.
 - d. To compensate Respondent for damage caused to the rental unit during the rental term, a payment to Respondent in the amount of \$197.65.

7. The Petitioner agrees to remain current with future utility and rent payments and understands that the Respondent may pursue a termination, eviction and/or money judgment pursuant to the Rental Agreement should the Petitioner commit a subsequent breach of the Rental Agreement.

Dated this 27th day of September 2016.

By: Estelle Moncada 9/27/16
Estelle Diona Moncada, Petitioner

Dated this 27th day of September 2016.

By: Krystal L. John
Krystal L. John
Wisconsin State Bar No. 1093818
Attorney for Respondent

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