
**ONEIDA JUDICIARY
TRIAL COURT**

Sayokla Williams,
Petitioner

v.

Case No: 17-TC-033

Oneida Housing Authority
Respondent

FINAL DECISION AND ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding.

BACKGROUND

The Court received a petition for a Temporary Restraining Order to stay the eviction and the changing of the locks on Sayokla Williams' residence located at 2319 Ninth Street, Green Bay, Wisconsin 54304, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on March 14, 2017.

FINDINGS OF FACT

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 Sayokla Williams' residence located at 2319 Ninth Street, Green Bay, Wisconsin 54304.
3. The OHA pursued the termination of Petitioner's rental agreement due to unpaid rent of \$1,280.00, unpaid Green Bay Water in the amount of \$209.61, unpaid Wisconsin Public Service bill of \$745.50 and failure to complete a re-exam under Article IV, Section K.2 of the rental agreement.
4. The Petitioner did not dispute the amounts due.

5. The Petitioner previously entered into a repayment agreement for back due rent in August of 2016.
6. The Petitioner complied with the repayment agreement for 3 months, until she quit her job and was unable to secure new employment.
7. In January of 2017, the Petitioner applied for and received a financial hardship. Financial hardships are good for 6 months, but in this case, it was retroactively applied, leaving the Petitioner with 2 months of the 6 month hardship going forward. On February 24, 2017 the Petitioner emailed Mr. Dale Wheelock requesting an extension of the financial hardship she was currently under, but did not receive a response, other than the eviction notification.
8. The Petitioner has and is currently rigorously trying to find a new job as demonstrated by submitting at least 20 applications within the last two months.
9. The Petitioner has minor children living in the home.

ANALYSIS

The testimony and evidence presented by the OHA regarding the amounts past due was not disputed by the petitioner. The Petitioner did question whether or not the re-exam was completed, but failed to provide proof that it was completed. The Petitioner violated the rental agreement by failing to pay rent, keep utilities current and complete a re-exam. As a result the OHA has the right to evict her. However, based on the totality of the circumstances, the Court has afforded the Petitioner one last opportunity to come current with all outstanding amounts due and complete the re-exam as ordered below.

ORDER

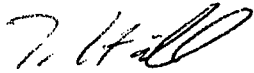
The Court orders as follows:

1. The Petitioner's accounts with OHA for unpaid rent of \$1,280.00, unpaid Green Bay Water in the amount of \$209.61 and unpaid Wisconsin Public Service bill of \$745.50 for a total of \$2,235.11 shall be paid in full before the close of business on March 28, 2017.
2. The OHA re-exam shall be completed before the close of business on March 28, 2017.
3. If the accounts are brought current and the re-exam completed by the close of business on March 28, 2017, the Petitioner shall be permitted to continue to occupy the residence at 2319 Ninth Street, Green Bay, WI. 54304. Receipts shall be provided to the OHA as proof that the accounts are current. The receipts shall be entered into the Petitioner's OHA tenant file.

4. If the Petitioner satisfies all requirements as laid out above, but thereafter fails to pay a subsequent installment of rent *on time* or does not stay current with Green Bay Water or Wisconsin Public Service, within one (1) year of the date of this order, the Petitioner's contract is terminated and the OHA shall give the Petitioner a notice to vacate. The notice to vacate shall give the Petitioner fourteen (14) calendar days to vacate the residence.
5. If all of the accounts are not current and the re-exam not completed by the close of business on March 28, 2017, Respondent Oneida Housing Authority is entitled to change the locks at the property at 4:30 p.m. on March 28, 2017. Furthermore, if the accounts are not current and the re-exam is not completed, the Petitioner is no longer entitled to occupy the property after 4:30 p.m. on March 28, 2017.

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 an order was signed on March 14, 2017 in the matter of Sayokla Williams v. Oneida Housing Authority. Case #17-TC-033.



Layatalati Hill
Trial Court Judge