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**ONEIDA JUDICIARY  
TRIAL COURT**

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**Melissa S. Stevens,**  
Petitioner

v.

**Case No: 17-TC-035**

**Oneida Housing Authority**  
Respondent

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**FINAL DECISION AND ORDER**

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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 Melissa S. Stevens' residence located at N5364 Wolf Drive, De Pere, WI 54115, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on March 31, 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 Melissa S. Stevens' residence located at N5364 Wolf Drive, De Pere, WI 54115.
3. The OHA pursued the termination of Petitioner's rental agreement due to unpaid rent of \$1,584.00, unpaid We-Energies in the amount of \$487.22 and unpaid Oneida Utilities of \$97.79.
4. The Petitioner received the "warning of potential termination of your rental agreement" letter sent from OHA on February 14, 2017. This letter specifically stated to let OHA know when

she lost her job and to cure the breach or schedule a meeting with OHA within five (5) business days or the termination process would be started.

5. No contact or communication was made to OHA by the Petitioner after receiving the warning letter.
6. The Petitioner received a 30-day notice to vacate sent on February 27, 2017. This notice also included instruction to contact OHA.
7. No contact or communication was made to OHA by the Petitioner after receiving the 30-day notice to vacate letter.
8. The Petitioner has been unemployed since October of 2016, but failed to update the OHA on her employment status. Had the Petitioner contacted the OHA at the time of her unemployment or when she received either of the letters mentioned above, a reduced rental rate could have been worked out as well as other solutions to cure the breach.
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. However, the Petitioner requested the amount of past due rent be calculated at a rate based on her unemployment and be retroactively applied dating back to December, 2016. The Respondent indicated that the Petitioner had the opportunity and notice to contact OHA regarding her employment status but failed to do so and as a result the current rental rate should be used to calculate the back due rent. The Court agrees with the Respondent, the Petitioner provided no explanation as to why she did not inform or contact the OHA regarding her employment status nor the breach of the rental agreement. Disregarding something, as serious as a "notice to vacate" will not make it go away. The Petitioner violated the rental agreement by failing to pay rent, keep utilities and We-Energies current. 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.

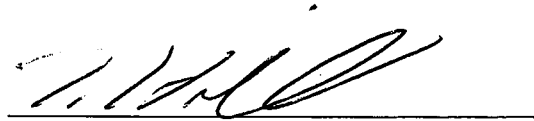
## ORDER

The Court orders as follows:

1. The Petitioner's accounts with OHA for unpaid rent of \$1,584.00, unpaid We-Energies in the amount of \$487.22 and the unpaid Oneida Utilities bill of \$97.79 for a total of \$2,169.01 shall be paid in full before the close of business on April 14, 2017.
2. If the accounts are brought current by the close of business on April 14, 2017, the Petitioner shall be permitted to continue to occupy the residence at N5364 Wolf Drive, De Pere, WI 54115. 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.
3. 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 Oneida Utilities, We-Energies or any other services required to be current under the OHA rental agreement, within one (1) year of the date of this order, the Petitioner's rental agreement 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.
4. If all of the accounts are not current by the close of business on April 14, 2017, the Respondent Oneida Housing Authority is entitled to change the locks at the property at 4:30 p.m. on April 14, 2017. Furthermore, if the accounts are not current the Petitioner is no longer entitled to occupy the property after 4:30 p.m. on April 14, 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 31, 2017 in the matter of Melissa S. Stevens v. Oneida Housing Authority. Case #17-TC-035.



Layatalati Hill  
Trial Court Judge