

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

PRAIRIE ROSE DANFORTH,

Petitioner,

v.

Docket No. 17-TC-036

ONEIDA HOUSING AUTHORITY,

Date: April 18, 2016

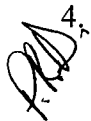
Respondent.

STIPULATION AND ORDER

STIPLUATION

The parties hereby agree to stipulate repayment as follows:

1. The Petitioner has breached Repayment Agreement RP-01-25-17-A and the original Rental Agreement as follows:
 - a. Pursuant to article I, section E, two (2) breaches:
 - i. Non-payment of the electric and gas bill to Wisconsin Public Service in the amount of \$314.52; and
 - ii. Non-payment of the water and sewer bill to Oneida Utility in the amount of \$39.94.
2. The Respondent will discontinue the current termination and eviction provided that the Petitioner complies with all of the terms and conditions of this stipulation.
3. The Petitioner shall become completely current on all housing related accounts, including rent and utility accounts, no later than April 27, 2017 with proof of payment provided to the Respondent.
4. The Petitioner is provided notice that failure to comply with the terms of the repayment agreement shall result in immediate termination and eviction by means of a ten (10) day notice to vacate the rental premises.



PRD

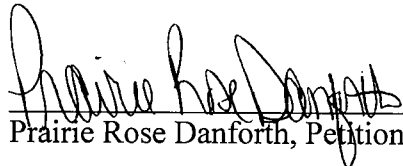
5. The Petitioner waives all future rights to appeal any termination and eviction implemented as a result of this Stipulation and Order and agrees to vacate in accordance with the notice to vacate in the event she does not comply with the terms and conditions of the repayment agreement.

6. The Petitioner understands that it is her responsibility to remain current with future utility and rent payments and that the Respondent may pursue a termination, eviction and/or money judgment pursuant to the Eviction and Termination law and Rental Agreement should the Petitioner commit a subsequent breach of this Rental Agreement.

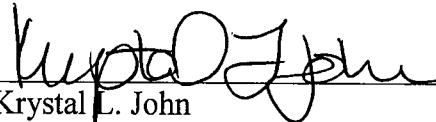
PRD

7. The Petitioner understands that as a result of her curing the default after the Respondent initiated eviction and termination proceedings, Petitioner is subject to a probationary period of one (1) year, which began on April 13, 2017 and will expire on April 12, 2018. While on probation, any failure to remain current on rent and/or utility payments would allow the Respondent to evict and terminate immediately by providing a fourteen (14) day notice to vacate while you are in breach of the Rental Agreement for failure to pay rent and/or utilities timely. See 6 O.C. 610 § 610.5-3(a)(2) and (b)(2).

Dated this 18th day of April 2017.

By: 
Prairie Rose Danforth, Petitioner

Dated this 18th day of April 2017.

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

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ORDER

Upon reading and filing the above Stipulation, and upon all proceedings herein:
IT IS ORDERED that the parties comply with the terms of the Stipulation and
corresponding repayment agreement.

Dated this 20th day of April 2017.

BY THE COURT:



Honorable Denice Beans
Chief Trial Court Judge