
**ONEIDA JUDICIARY
TRIAL COURT**

John B. House,
Petitioner

v.

Case No: 17-TC-046

Oneida Housing Authority
Respondent

FINAL DECISION AND ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding. Appearing in person: Petitioner, John B. House and Respondent, Oneida Housing Authority represented by Attorney Krystal John, Scott Denny and Laurel Meyer Spooner.

BACKGROUND

The Court received a petition for a Temporary Restraining Order to stay the eviction and the changing of the locks on John B. House's residence located at N6986 Cornelius Cir. Oneida, WI. 54115, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on July 31, 2017.

FINDINGS OF FACT

1. The Court has jurisdiction pursuant to Chapter 610, Eviction and Termination, 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 John B. House's residence located at N6986 Cornelius Cir. Oneida, WI. 54115.
3. The OHA pursued the termination of Petitioner's rental agreement due to unpaid rent.

4. The Petitioner has been late with his monthly rent payment on three different occasions in 2017.
5. The two earlier late rent payments were cured or satisfied within the allowable time.
6. The OHA complied with all notice requirements in accordance with the Eviction and Termination Law.
7. The Petitioner, after receiving the eviction notice, tried to make the rent payment in full, but the payment was not accepted by the OHA.
8. The Petitioner had his work hours reduced which made it difficult to keep up with rent, but currently his work hours have increased.
9. The Petitioner has minor children living in the home.

ANALYSIS

The testimony and evidence presented by the OHA regarding the amount of past due rent was not disputed by the Petitioner. The Petitioner attempted to pay back due rent in full, but his payment was not accepted. No explanation was provided as to why the payment was not accepted, except that he had to come to this Court. The Petitioner violated the rental agreement by failing to pay rent on time. As a result the OHA has the right to evict him. 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 shall be paid in full before the close of business on August 14, 2017.
2. If the accounts are brought current by the close of business on August 14, 2017, the Petitioner shall be permitted to continue to occupy the residence at N6986 Cornelius Cir. Oneida, WI. 54115.
3. If the Petitioner satisfies the requirements as laid out above, but thereafter fails to pay a subsequent installment of rent *on time* 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 rent is not current by the close of business on August 14, 2017, the Respondent Oneida Housing Authority is entitled to change the locks at the property at 4:30 p.m. on August 14, 2017. Furthermore, if the rent is not current the Petitioner is no longer entitled to occupy the property after 4:30 p.m. on August 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 August 1, 2017 in the matter of John B. House v. Oneida Housing Authority. Case #17-TC-046.



Layatalati Hill
Trial Court Judge