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**ONEIDA JUDICIARY  
TRIAL COURT**

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**Prairie Rose Danforth,**  
Petitioner

v.

Case No: 17-TC-047

**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 John E. Powless III presiding. Appearing in person: Petitioner, Prairie Rose Danforth and Respondent, Oneida Housing Authority represented by Attorney Krystal John and Dale Wheelock.

**BACKGROUND**

The Court received a petition for a Temporary Restraining Order to stay the eviction and the changing of the locks on Prairie Rose Danforth's residence located at 202 Doxtator Street, Oneida, WI, 54155, by the Oneida Housing Authority (OHA). The Temporary Restraining Order was granted and a hearing was held on August 1, 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 Prairie Rose Danforth's residence located at 202 Doxtator Street, Oneida, WI. 54155.
3. The OHA pursued the termination of Petitioner's rental agreement due to unpaid rent.

4. The Petitioner entered into a stipulation with the OHA to come completely current with all housing related accounts, including utilities. The stipulation was signed by Prairie Rose Danforth on April 18, 2017, by Attorney Krystal John on April 18, 2017, and Honorable Denice Beans on April 20, 2017.
5. The stipulation specifically states the Petitioner understands by curing all past due OHA accounts, the Petitioner is subject to a one (1) year probationary period. 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 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).
6. The Petitioner has been late with her monthly rent payment on two different occasions in 2017.
7. The OHA complied with all notice requirements in accordance with the Eviction and Termination Law.
8. The Petitioner, after receiving the eviction notice, tried to make the rent payment, but the payment was not accepted by the OHA.

#### **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, but her payment was not accepted. The OHA explained once the 14 day notice to vacate letter is sent, OHA will no longer accept payment, the only option provided to the Petitioner was to come to this Court. The Petitioner violated the rental agreement by failing to pay rent by the 5<sup>th</sup> of each month, further; the Petitioner violated the signed stipulation of April 2017. As a result the OHA has the right to evict her.

#### **ORDER**

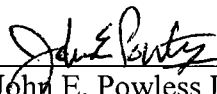
The Court orders as follows:

1. The Court grants the request by the Oneida Housing Authority to uphold the Eviction and Termination of the Oneida Housing Authority Rental Agreement of Prairie Rose Danforth from the residence at 202 Doxtator Street, Oneida, WI 54155.

2. The Temporary Restraining Order is extended to August 16, 2017 at 4:30 p.m. at which time the Respondent, Oneida Housing Authority, is entitled to change the locks at the property located at 202 Doxtator Street, Oneida, WI 54155. Furthermore, Prairie Rose Danforth is no longer entitled to occupy the property after August 16, 2017 at 4:30 p.m.
3. Petitioner Prairie Rose Danforth is responsible for rent the month of July 2017. August 2017 rent shall be prorated for the time she is in the unit.

**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 11, 2017 in the matter of Prairie Rose Danforth v. Oneida Housing Authority. Case #17-TC-047.

  
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John E. Powless III  
Trial Court Judge