

ONEIDA JUDICIARY
Tsi nu téshakotiya?tolétha?

TRIAL COURT

Robin Star Doyen,
PETITIONER,

v.

CASE NO: 17-TC-048

Oneida Housing Authority,
RESPONDENT

ORDER

This case has come before the Oneida Trial Court, Honorable Denice Beans presiding.

Appearing in person: Petitioner; Robin Star Doyen and son Daniel Doyen, Respondent; Oneida Housing Authority represented by Attorney Krystal John, Dale Wheelock and Laurel Meyer Spooner.

STATEMENT OF THE CASE

The Court received a petition, from Robin Star Doyen, for a Temporary Restraining Order to stay the eviction and the changing of the locks on Vernon Skenandore, Sr.'s residence located at 1230 Chief Hill Drive, Green Bay, WI 54313, by the Oneida Housing Authority (OHA), after the passing of Vernon Skenandore, Sr. on June 8, 2017. The Temporary Restraining Order was granted and a hearing was held on August 7, 2017.

ISSUES

- 1) Is the Petitioner considered an Adult Tenant in the Rental Agreement of Vernon Skenandore, Sr.?
- 2) Is the Petitioner entitled to continue to reside at 1230 Chief Hill Drive, Green Bay, WI 54313 as an Adult Tenant?

FINDING OF FACTS

A preponderance of the evidence establishes the following facts:

1. The Court has subject matter, personal and territorial jurisdiction over this matter.
2. On August 2, 2017 the Petitioner filed a Temporary Restraining Order to stop the

eviction of her from Vernon Skenandore, Sr.'s residence located at 1230 Chief Hill Drive, Green Bay, WI 54313, which was granted.

3. Defective service was waived by Attorney John to the Oneida Business Committee Secretary's office.
4. Notice was given to all other parties entitled to notice.
5. A hearing was held on August 7, 2017 at 10:00am.
6. The rental agreement of Vernon J. Skenandore with Oneida Housing Authority was on a month-to-month basis.
7. Vernon J. Skenandore established a pattern of paying his rent one year in advance.
8. On May 30, 2017 the Petitioner was added to her father's household as a household member, not as a co-tenant, and therefore does not have tenant rights under her father's rental agreement.
9. Vernon J. Skenandore passed away on June 8, 2017.
10. Vernon J. Skenandore's tenancy terminated on June 30, 2017.
11. The Petitioner is eligible for the OHA rental program for qualifying units as a single adult.
12. The unit located at 1230 Chief Hill Drive, Green Bay, WI 54313 does not qualify for the Petitioner to rent under the OHA rental program for a single adult.

PRINCIPLES OF LAW

611.9. Termination of Tenancy at Death of Tenant

611.9-1. If a tenant dies, his or her tenancy is terminated on the earlier of the following:

- (a) Sixty (60) days after the landlord receives notice, is advised, or otherwise becomes aware of the tenant's death;
- (b) The expiration of the term of the rental agreement.

611.9-2. The deceased tenant or his or her estate is not liable for any rent after the termination of his or her tenancy. A landlord may not contact or communicate with a member of the deceased tenant's family for the purpose of obtaining from the family member rent for which the family member has no liability.

611.9-3. Nothing in this section relieves another adult tenant of the deceased tenant's premises from any obligation under a rental agreement or any other liability to the landlord.

Rule # 2 – Income Based Rental Program Eligibility, Selection and Other Requirements

2.5-2. Notification of Eligibility, Placement on the Wait List. When Comprehensive Housing Division staff completes its review of an application and determines the applicant(s) eligible for the income-based rental program, the staff shall:

(a) Place the applicant(s) into one (1) of the following categories of renters based on the household size and needs as provided below:

(1) Single Adult/Adult Couple – A maximum of two (2) adults in the household, no children.

(2) Small Household – A maximum four (4) household members in the household.

(3) Large Household – A household of five (5) or more household members.

(4) Elder – A household with a maximum of two (2) adults and no children wherein at least one (1) adult is sixty-two (62) years old or older at the time of application.

(5) Minimum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each requiring minimum handicap accessibility. This category shall be reserved for households with at least one (1) household member requiring permanent and minimal handicap accessibility (i.e. permanent use of a walker); this category includes all handicap needs that do not amount to full wheelchair accessibility.

(6) Maximum Handicap Accessibility Required – For each of the category types provided in subsections (1)-(4) above, there shall be an additional category for each in which at least one (1) household member requires full wheelchair handicap accessibility.

2.8-4. Immediate Notice of Change in Household Composition and/or Income. Tenants shall immediately notify the Comprehensive Housing Division of any change in the tenant's household composition and/or income, regardless of the date scheduled for the annual renewal.

(a) *Change in Household Composition.* If a change in the household composition changes the tenant's category of renter based on section 2.5-2(a), the Comprehensive Housing Division staff shall work to transfer the household to a rental unit of corresponding category as soon as possible. If no such units are currently available, Comprehensive Housing Division staff shall move the tenant to the top of the waiting list. In order to be transferred or placed on a wait list, the tenant shall demonstrate that they remain eligible for the income-based rental program and are current with rent and utility payments. Tenants are only eligible for rental unit transfers within their current category of renter if, in the Comprehensive Housing Division's discretion, the transfer is needed to better accommodate the household composition.

ANALYSIS

The Petitioner's father, Vernon J. Skenandore, Sr., rented a unit from OHA on a month-by-month basis. He had a history of paying his rent a year in advance. The Petitioner moved out of

her OHA Redstone single adult unit at W852 EE Road #608 and moved into her father's OHA unit to care for him after he became terminally ill. She was designated an added family member to the household composition by the OHA and not as a co-tenant.

Vernon J. Skenandore, Sr. passed away on June 8, 2017. According to the Landlord-Tenant Law **611.9-1(b)** his tenancy terminated on June 30, 2017. The Petitioner was under the impression that she was added as a co-tenant and wanted to continue to reside in her father's rental unit. Some of the forms signed and letters sent by OHA were ambiguous or not clear as to the status of the Petitioner which led to confusion about the reasons she cannot stay in her father's rental unit.

The Petitioner, not being a tenant on Vernon J. Skenandore, Sr.'s rental agreement, has to move out of the unit at 1230 Chief Hill Drive, Green Bay, WI in compliance with **Rule # 2.8-4(a)**. The Petitioner is still eligible for the OHA rental program under **Rule # 2.5-2(a)** as a single adult in an appropriately designated unit.

However, since the Petitioner is considered an adult household member and not an adult tenant under **611.9-3** she is relieved from any obligations under Vernon J. Skenandore, Sr.'s rental agreement and any other liability to the OHA.

Furthermore, applying **611.9-2**, Vernon J. Skenandore, Sr. or his estate is not liable for any rent after June 30, 2017. All rents paid in advance along with security deposits are to be credited to the estate of Vernon J. Skenandore, Sr.

CONCLUSIONS OF LAW

- 1) The Petitioner is not considered an Adult Tenant in the Rental Agreement of Vernon Skenandore, Sr.
- 2) The Petitioner is not entitled to continue to reside at 1230 Chief Hill Drive, Green Bay, WI 54313.

ORDER

- 1) The motion to uphold the eviction is granted.
- 2) The motion to lift the Temporary Restraining Order is denied.
- 3) The Temporary Restraining Order will be extended an additional 14 days from August 20, 2017 to give the Petitioner time to remove her father's belongings from the unit at 1230 Chief Hill Drive, Green Bay, WI.
- 4) The Petitioner will vacate the unit at 1230 Chief Hill Drive, Green Bay, WI by September 3, 2017 at 4:30pm.
- 5) Vernon J. Skenandore, Sr. or his estate is not liable for any rent after June 30, 2017.

- 6) All rents paid in advance along with security deposits are to be credited to the estate of Vernon J. Skenandore, Sr.
- 7) The Petitioner is relieved from any obligations under Vernon J. Skenandore, Sr.'s rental agreement and any other liability to the OHA.

The parties have the right to appeal within thirty (30) calendar days after the date this order or judgment is signed.

IT IS SO ORDERED.

By the authority vested in the Oneida Judiciary pursuant to Resolution 01-07-13-B of the General Tribal Council and Order signed on August 16, 2017 in the matter of *Robin Star Doyen v Oneida Housing Authority*. Case #17-TC-048.



Denice Beans, Chief Trial Court Judge