

**ONEIDA JUDICIARY**  
Tsi nu t#shakotiya>tol#tha>

---

**TRIAL COURT**

---

**Guillemina Guillie Medina,**  
**PETITIONER,**

v.

**CASE NO: 18-TC-001**

**ONEIDA NATION**  
**Comprehensive Housing Division,**  
**RESPONDENT**

---

**ORDER**

---

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

Appearing in person: Petitioner Guillemina Guillie Medina and Respondents Comprehensive Housing Division (CHD) represented by Scott Denny and Laurel Meyer Spooner with Attorney Robert Collins.

**STATEMENT OF THE CASE**

The Court received a petition, from Guillemina Guillie Medina, for a Temporary Restraining Order to remove the locks and stay the eviction on the residence located at 1211 Chief Hill Drive, Green Bay, WI 54313, by the Comprehensive Housing Division (CHD). The Temporary Restraining Order was granted to stop any further eviction actions. A hearing was held on January 15, 2018.

**ISSUES**

- 1) Is the Petitioner entitled to have the new locks removed?
- 2) Is the Petitioner entitled to discuss the debt owed on the rental unit located at 1211 Chief Hill Drive, Green Bay, WI 54313?
- 3) Is the Petitioner entitled to continue to rent and reside at the residence located at 1211 Chief Hill Drive, Green Bay, WI 54313?

## **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 January 11, 2018 the Petitioner filed a Temporary Restraining Order to stop the eviction of her and her two minor children from the residence located at 1211 Chief Hill Drive, Green Bay, WI 54313 and to remove the new locks.
3. The Temporary Restraining Order was granted to stop any further eviction action leaving the new locks to remain in place.
4. Notice was given to all other parties entitled to notice.
5. A hearing was held on January 15, 2018 at 9:00am.
6. The CHD pursued the termination of Petitioner's rental agreement due to unpaid rent of \$1,373.15 with a Correction Letter taped to tenant's door.
7. The Respondents declared that they sent six letters warning of possible eviction if past due rent was not paid.
8. The Petitioner declared that she received the Correction Letter but deliberately did not read it to avoid stress.
9. The Respondents declared that Petitioner previously entered into a repayment agreement for back due rent in October of 2017.
10. The Petitioner did not comply with the repayment agreement and as of the date of this hearing is now \$1,641.15 past due for rent.
11. The Petitioner did not dispute the amounts due.
12. The Petitioner offered to pay her past due amount when she gets her tax refund.
13. The Respondent rejected the offer and requested the eviction be upheld.

## **PRINCIPLES OF LAW**

610.5-3. *Notice.* This section governs the amount of notice required to evict as well as the manner and form of notice required. When an owner provides notice in compliance with these requirements, the occupant is not entitled to possession or use of the premises after the date of the termination provided in the notice.

(a) *Eviction for Failure to Pay Rents.*

(1) If an occupant fails to pay any installment of rent when due, the occupant's contract is terminated if the owner gives the occupant notice requiring the tenant to pay rent or vacate on or before a date at least thirty (30) calendar days after the giving of the notice and if the occupant fails to pay accordingly.

## **ANALYSIS**

The testimony presented by the CHD regarding the amount of past due rent was not disputed by the Petitioner. The Petitioner wanted to discuss the debt owed and the possibility of a new payment plan. The Petitioner had an opportunity to discuss the debt and offered to pay the debt with her tax refund. However, the evidence of the correction letter presented by the Petitioner and offer to pay back due rent with her tax refund was not accepted by the Respondent. The CHD explained the amount of the future refund is unknown so it cannot be counted on that it will be enough to cover the past due amount plus any accumulation. The Petitioner violated the rental agreement by failing to pay rent each month, further; the Petitioner violated the agreement to pay \$337.00 bi-weekly to catch up with the past due amount. As a result the CHD has the right to evict her.

The Comprehensive Housing Division followed the amount of notice as well as the manner and form of notice given by sending the *30 Day Notice to Cure or Vacate – Failure to Pay Rent* which was attached to the Petition filed in this Court. The letter gives notice that the rental agreement will be terminated in thirty calendar days on January 10, 2018 with the date of the letter being January 8, 2018. Even though the dates are confusing there wasn't any argument from the Petitioner.

## **CONCLUSIONS OF LAW**

- 1) The Petitioner is not entitled to have the new locks removed.
- 2) The Petitioner was allowed to discuss the debt owed on the rental unit located at 1211 Chief Hill Drive, Green Bay, WI 54313.
- 3) The Petitioner is not entitled to continue to rent and reside at the residence located at 1211 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 stayed until it expires on January 26, 2018 at 2:15pm to give the Petitioner time to remove her belongings from the unit at 1211 Chief Hill Drive, Green Bay, WI.
- 4) The Petitioner will contact the Comprehensive Housing Division for access to the unit at 1211 Chief Hill Drive for the purpose of retrieving her possessions and cleaning the unit.
- 5) The Petitioner will vacate the unit at 1211 Chief Hill Drive, Green Bay, WI by January 26, 2018 at 2:15pm.
- 6) The Petitioner shall be responsible for the payment of past due rent, past due utilities, damages, or property maintenance.

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 January 18, 2018 in the matter of *Guillemina Guillie Medina v Comprehensive Housing Division*. Case #18-TC-001.