

ONEIDA JUDICIARY
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TRIAL COURT

Toni Feather-Silas,
Petitioner

v.

Case No: 18-TC-002

Comprehensive Housing Division
Respondent

FINAL DECISION AND ORDER

This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding. Appearing in person: Petitioners, Toni Feather-Silas and Joshua C. John and Respondent, Comprehensive Housing Division represented by Attorney Krystal John 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 Toni Feather-Silas' residence located at 2731 Metoxen Lane, De Pere, WI 54115, by the Comprehensive Housing Division (CHD). The Temporary Restraining Order was granted and a hearing was held on January 22, 2018.

STATEMENT OF THE CASE

The Petitioner is seeking to stop the eviction and allow her to stay in the home.

ISSUE

1. Is the Petitioner entitled to avoid an eviction and remain in the home when she violated the rental agreement for failure to pay rent?

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 (TRO) and placed a stay on the eviction procedure at Toni Feather-Silas' residence located at 2731 Metoxen Lane, De Pere, WI 54115
3. The Respondent pursued the termination of Petitioner's rental agreement due to unpaid rent.
4. The Respondent complied with all notice requirements in accordance with the Eviction and Termination Law.
5. The Petitioner has been delinquent with her monthly rent payments for the months August through December of 2017 and January 2018, for a total amount due of \$574.56.
6. The Petitioner sought help with her rent from other agencies, but the financial aid provided did not satisfy the total of past due rent.
7. As of the date of this hearing, the Petitioner still owes \$140.56.
8. The Respondent requested the TRO be lifted on January 31, 2018 to avoid additional rent charges against the Petitioner for the month of February.

PRINCIPLES OF LAW

Title 6. Property and Land - Chapter 610 EVICTION AND TERMINATION

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 and evidence presented by the Respondent regarding the amount of past due rent was not disputed by the Petitioner. The Petitioner offered to pay the remaining balance by January 26, 2018, but the Respondent declined to enter into a stipulation and requested to go

forward with the eviction. The Petitioner violated the rental agreement by failing to pay rent. On December 19, 2017 a “30 Day Notice to Cure or Vacate – Failure to Pay Rent” letter was taped to the Petitioner’s door. The letter satisfied the requirements of the Eviction and Termination Law for an eviction. The breach of the rental agreement was not cured within 30 calendar days of the letter. As a result the Respondent has the right to evict the Petitioner.

CONCLUSION OF LAW

The Petitioner is not entitled to avoid the eviction and remain in the home when she violated the rental agreement for failure to pay rent.

ORDER

1. The Petitioner’s accounts with CHD for unpaid rent in the amount of \$140.56 are owed to CHD. Failure to pay is subject to tribal remedy for a debt owed to the Nation.
2. The motion to uphold the eviction is granted.
3. The motion to lift the Temporary Restraining Order on January 31, 2018 is granted.
4. The Temporary Restraining Order will expire on January 31, 2018 at 4:00 pm.
5. The Petitioner must vacate the residence at 2731 Metoxen Lane, De Pere, WI 54115 by 4:00 pm on January 31, 2018.
6. The Petitioner may contact the Comprehensive Housing Division for access to the residence for the purpose of retrieving possessions.
7. The Petitioner shall be responsible for the payment of any past due utilities, damages, or property maintenance.

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 January 23, 2018, in the matter of Toni Feather-Silas v. Comprehensive Housing Division. Case #18-TC-002.