

**ONEIDA JUDICIARY**  
**Tsi nu téshakotiya?tolétha?**

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**TRIAL COURT**

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**Michael J. Santiago,**  
Petitioner

v.

Case No:      **18-TC-017**

**Comprehensive Housing Division**  
Respondent

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**FINAL DECISION AND ORDER**

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This case has come before the Oneida Trial Court, Honorable Layatalati Hill presiding. Appearing in person: Petitioner, Michael J. Santiago and Respondent, Comprehensive Housing Division represented by Attorney Krystal John and Scott Denny.

**BACKGROUND**

The Court received a petition for a Temporary Restraining Order to stop the vacate process for eviction on Michael J. Santiago's residence located at 2744 Powless Drive, De Pere, WI 54115, by the Comprehensive Housing Division (CHD). The Temporary Restraining Order was granted and a hearing was held on June 8, 2018.

**STATEMENT OF THE CASE**

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

**ISSUE**

1. Is the Petitioner entitled to avoid an eviction and remain in the home when he 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 Michael J. Santiago's residence located at 2744 Powless Drive, 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 his monthly rent payments for the months January through April of 2018 for a total amount due of \$1,319.75.
6. The Petitioner is behind on his Wisconsin Public Service bill in the amount of \$1,332.85.
7. The Petitioner is behind on his Oneida Utilities bill in the amount of \$204.75.

### **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 with funds he would receive as financial aid for school, 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 May 4, 2018 a "30 Day Notice to Cure or Vacate – Failure to Pay Rent" letter was sent by certified mail and was also 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.

Keeping current with utility bills for water, electric and gas services is a requirement of the rental agreement and is the responsibility of the Petitioner. Failure to keep current with such bills is a breach of the rental agreement and is also a cause for eviction. However, the eviction notice was based on non-payment of rent, so the Court will not address the utility bills as a basis for eviction.

### **CONCLUSION OF LAW**

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

### **ORDER**

1. The Petitioner's accounts with CHD for unpaid rent in the amount of \$1,319.75 are owed to CHD. Failure to pay is subject to tribal remedy for a debt owed to the Nation.
2. The request to uphold the eviction is granted.
3. The Temporary Restraining Order is lifted effective June 8, 2018.
4. The Petitioner may contact the Comprehensive Housing Division for access to the residence for the purpose of retrieving possessions.
5. 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 June 8, 2018, in the matter of Michael J. Santiago v. Comprehensive Housing Division. Case #18-TC-017.