

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

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**TRIAL COURT**

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**Nona Danforth,**  
**PETITIONER,**

v.

**CASE NO: 19-TC-007**

**Oneida Comprehensive Housing Division,**  
**RESPONDENT**

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**ORDER**

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

Appearing in person: Petitioner, Nona Danforth. Respondent, Oneida Comprehensive Housing Division represented by Attorney Krystal John and Dana McLester.

**STATEMENT OF THE CASE**

The Court received a petition, from Nona Danforth, for a Temporary Restraining Order to stay the eviction on the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313 by Oneida Comprehensive Housing. The Temporary Restraining Order was granted to stay any further eviction action. A hearing was held on May 28, 2019 at 10:00 am.

**ISSUES**

- 1) Is the Petitioner entitled to extend the time to pay the back rent and utility bills for the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313?
- 2) Is the Petitioner entitled to continue to reside at 1206 Chief Hill Drive, Green Bay, WI 54313?

**FINDING OF FACTS**

1. The Court has jurisdiction pursuant to Chapter 610, Eviction and Termination, of the Oneida Code of Laws.
2. The locks were changed on May 17, 2019 at the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313.
3. On May 22, 2019 the Petitioner filed a Temporary Restraining Order to stop the eviction of her and her family from the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313, which was granted.

4. A hearing was held on May 28, 2019 at 10:00am.
5. The Respondent stated that 6 warning letters were sent to the Petitioner starting in February of 2018, and does not include the recent letters, for unpaid rent and/or utilities.
6. A warning letter of potential termination of the rental agreement was sent on April 4, 2019 and April 15, 2019.
7. On April 15, 2019 a 30-day notice was sent to cure or vacate.
8. On April 16, 2019 a 30-day notice was sent to cure or vacate with a correction on the date to May 16, 2019.
9. The Respondent requested that the temporary restraining order be lifted as an untimely filing, affirm the eviction and to acknowledge the arrears of \$2,010.96 owed to the Oneida Comprehensive Housing Division for unpaid rent and utilities. The Court granted these requests.

## **PRINCIPLES OF LAW**

### **610.5. Early Contract Termination**

610.5-1. *Causes for Early Contract Termination.* The owner may terminate the contract prior to the contract term and evict the occupant, if the occupant:

- (a) Violates the terms of the contract;
- (b) Is alleged to have violated any applicable law or rule; and/or
- (c) Is alleged to have committed one or more nuisance activities.

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.

### **Rule No. 1 – Disposal of Abandoned Personal Property**

1.4. Storage and Disposal of Personal Property

1.4-1. *Designated Period for Removal of Personal Property.* The initial period designated for removal of personal property following a contract termination is five (5) business days, as provided in section 610.6-1 of the Eviction and Termination law. The initial designated period may be extended in the owner's discretion to a maximum period of fifteen (15) business days from the date of contract termination. The only circumstance under which the timeframe for removal of personal property may be extended beyond the maximum period is in the event of the death of a tenant based on a written agreement executed in the owner's discretion. During the designated period for the removal of personal property:

- (a) The owner shall store all personal property within the reclaimed premises and grant access to the former occupant for purposes of removal of personal property.
- (b) The only access the owner may grant to the premises is as follows:
  - (1) To the former occupant for purposes of removal of personal property;

- (2) To the owner's maintenance staff for emergency maintenance checks and repairs as may be deemed necessary in the owner's discretion; and/or
  - (3) To the owner's administrative staff for purposes of assessment of the condition of the premise.
- (c) Former occupants may access the reclaimed premises by contacting the owner to schedule an access appointment. Access appointments are limited to business days from 8:00 a.m. to 2:30 p.m., provided that the owner may provide access appointments outside of these limited time periods in its discretion.

### ANALYSIS

The Petitioner filed a petition for a temporary restraining order to stop the eviction of herself and family from the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313. The Petitioner offered to pay the debt of \$1,100.00 and to be allowed back into the unit. She also stated she was trying to get her job back and would be able to pay her debts. However, the offer to pay back due rent and utilities was not accepted by the Respondent. The Oneida Comprehensive Housing Division explained, the Petitioner cannot be counted on to keep up with the rental agreement as demonstrated by the past payment history and that there is no guarantee that she will get her job back. The Petitioner violated the rental agreement by failing to pay rent each month, further; the Petitioner filed to stop the eviction 5 days after the locks were changed, which was untimely. The Oneida 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 corrected letter gives notice that the rental agreement will be terminated in thirty calendar days on May 16, 2019 with the date of the letter being April 16, 2019. The Petitioner was given appropriate notice to pay rent or vacate on or before a date (30) calendar days after the notice was served. The Petitioner did not contact the Oneida Comprehensive Housing Division about her situation or to request a meeting to come to an agreement for paying the past due debts or to adjust her rent due to her lost job. The eviction is upheld and the temporary restraining order is lifted. The Petitioner may claim any personal property as stated in Rule # 1.4-1. *Designated Period for Removal of Personal Property.*

## CONCLUSIONS OF LAW

- 1) The Petitioner is not entitled to an extension of time to pay the back rent and utility bills for the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313.
- 2) The Petitioner is not entitled to continue to reside at 1206 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 granted.
- 3) The Petitioner will contact Oneida Comprehensive Housing Division to schedule an access appointment to remove personal property from the residence located at 1206 Chief Hill Drive, Green Bay, WI 54313.
- 4) The Petitioner is ordered to pay for the outstanding rent and past due utilities in the amount of \$2,010.96.

**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 an Order signed on May 29, 2019 Case #19-TC-007.