

# ***Oneida Tribal Judicial System***

Onlayote ? a-ka Tsi? Shakotiya? Tolé hte

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## **TRIAL COURT**

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Dennis King,  
Petitioner

Docket #: 12-TC-062

v.

Date: April 23, 2012

Dale Wheelock,  
Oneida Housing Authority Director and  
Rebecca Webster, Attorney Oneida Law Office,  
Respondent

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## **DECISION**

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This case has come before the Oneida Tribal Judicial System, Trial Court. Judicial Officers: Jean M. Webster, Mary Adams, and Leland Wigg-Ninham, presiding.

### **History**

This is a housing eviction claim.

### **Issue**

Did a tenant within the Petitioner's home violate the Oneida Housing Authority (OHA) Rental Agreement causing the tenant to be evicted from the home on N6436 Deerpath Drive, Oneida, Wisconsin?

### **Analysis**

#### ***Findings of Fact***

On May 3, 2010 Petitioners and Respondent entered into a Rental Agreement with the Oneida Housing Authority (OHA).

On March 13, 2012 the OHA was conducting an annual review and upon the review OHA became aware of a violation that resulted in a felony charge by the tenant FS at N6436 Deerpath Drive, Oneida, Wisconsin. OHA provided notice to the Petitioner with a Five Day Termination Notice of OHA Agreement for Delinquent Rent, Criminal, Drug, or Other Illegal Activity. Violation: FS (tenant) was found guilty and charged in Brown County Court on March 11, 2011 with Theft-Movable Property-Special Facts (Felony H) and Theft-Movable Property <=\$2,500 (Misdemeanor). Respondent alleged Petitioner is in breach of contract for violating the OHA Rental Agreement under section IX Project Regulation:

- a. Project J.14 states, *"To refrain from illegal or other activity which impairs the physical or social environment of the project. There will be no illegal or other activity which involves minors."*
- b. "One Strike, You're Out" Crime-Free Addendum to Lease, Criminal Activity clause states, *"Any criminal activity, drug-related and/or other illegal activity, and especially that which is involved with minors, both on or off OHA premises, engaged in by an applicant, tenant, household member, or visitor can comprise the health, safety, and right to peaceful enjoyment of both the resident and the neighborhood's premises."*
- c. Project I.3 Criminal Activity states, *"A single violation of any provision of this addendum shall be deemed both a serious violation and a material and irreparable non-compliance of the OHA Rental Agreement. Unless prohibited by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. Termination of tenancy will be enforced within five (5) days from the date of the violation and/or knowledge thereof."*

On March 21, 2012 Petitioner filed an appeal with the Respondent/OHA to appeal the eviction.

On March 23, 2012 Respondent/OHA met with Petitioner and modified the eviction to allow Petitioner to remain in the home, however, the tenant, FS, was to vacate the premises by April 6, 2012.

On April 5, 2012 the Petitioner filed a Temporary Restraining Order (TRO) at the Oneida Tribal Judicial System. Petitioner is requesting the Court to allow the tenant FS to remain at the home so that he may finish high school and continue his education.

On April 9, 2012 a deliberation was held and the court granted the Petitioner's TRO request and a court date was set for April 11, 2012 at 9:00 a.m. to address the TRO in accordance with RCP, Rule 31.

Conclusions of Law

At the April 11<sup>th</sup> hearing, based upon oral testimony by both parties, review of the OHA Rental Agreement, namely section IX Project Regulations, a breach of contract occurred when the tenant, FS, was found guilty and charged with a felony on March 11, 2011. Being found guilty and charged with a felony is a clear violation of the OHA Rental Agreement. The Respondent/OHA modified the initial termination notice, allowing the Petitioner to remain in home, and upheld the eviction of the tenant, FS, from the home on April 27, 2012 from N6436 Deerpath Drive, Oneida, Wisconsin. The OHA's decision is appropriate and within their rights under contract agreed to by both parties.

**Decision**

The Court affirms the Respondent/OHA decision to uphold the eviction of the tenant, FS, and the tenant FS shall vacate the premises at N6436 Deer Path Drive, Oneida, WI on or before April 27, 2012 by 4:30 p.m.

IT IS SO ORDERED