Oneida Tribal Judicial System

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ONEIDA TRIBAL JUDICIAL SYSTEM
TRIAL COURT

Mike Habeck and,
Tina Deterville,
    Petitioners

                    Docket No: 08-TC-078

    v.

                    Date: September 30, 2008

Oneida Housing Authority,
    Respondent

Order

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

I Background

This case is an appeal from the Respondent's decision to terminate Petitioners' lease. We deny Petitioners' request for us to reverse the Respondent's decision to terminate Petitioner's residential lease.

On June 30, 2008 Petitioners, Mike Habeck and Tina Deterville, filed an appeal of the decision of the Respondent, Oneida Housing Authority, for the 14 day termination. Petitioners received an eviction notice on June 18, 2008 from the Interim Executive Director, claiming Petitioners have the right to file an appeal their decision with the Oneida Appeals Commission. Therefore, a pre-trial hearing was scheduled for July 29, 2008.

At the July 29, 2008 pre-trial hearing, Respondent failed to appear. On July 3, 2008 Attorney

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Robert D. Sweeney filed his notice of representation for Respondents. At the hearing, Petitioners claim they have four children in the home. Petitioners contend even if the eviction would stand they would need time to secure other living arrangements. Petitioners requested 60-days to fulfill rental arrears and utility payment arrangements. Due to Respondent's non appearance, the court granted the 60-days to cure rental arrears and make utility payment arrangements. In addition, the court explained at the end of the 60-days these terms must be satisfied or Petitioners may be faced with another eviction.

At the July pre-trial hearing, Petitioners were granted 60 days to cure their arrears. During that time, Respondent was ordered not to take any action that prevents Petitioners from occupying their home. This case was scheduled for review in 60 days.

II Analysis

At the September 30, 2008 pre-trial hearing Petitioner requested another 15 days to pay half rental arrears and the other half by October 30, 2008. Respondent refused Petitioner's request and requested the court to honor their 10 day notice to vacate the premises.

The court grants Respondent's request for an order requiring Petitioners to vacate the premises within 10 days. The court makes this ruling for the following reasons. Petitioners have had numerous chances to take care of their arrearages.

Petitioner Tina Deterville signed a Notice of Stipulation on June 16, 2006 to the following:
1. Must remain current with rent and,
2. Must remain current with WPS, WE and Oneida Utilities.

A Payback Agreement was signed by Petitioner Mike Habeck on November 16, 2007 to pay $1,329 with their tax refund on or by January 30, 2008.

A Payback "With PerCap" Agreement" was signed by Petitioner Mike Habeck on November 16, 2007 to agree to pay $1,300.00 in full no later than Friday, December 21, 2007.

On April 11, 2008 Petitioner Tina Deterville signed a Five-Day Notice to Cure. This agreement gave Petitioner the option to remedy the violation(s) of the Rental Agreement or vacate the premises within five (5) days.

On June 13, 2008 Respondents sent a Fourteen-Day Termination Notice of OHA to Petitioner Michael Habeck.

On June 18, 2008 Respondent's memo upheld their decision to terminate Petitioners' lease and afforded them the right to appeal their decision.

The Petitioners have been given numerous chances to remedy the situation. Each time they have promised to make payments and/or stay current with rent and utilities. However, despite all of these opportunities, as of today, the arrears are over $4,000. This Court cannot find any basis in law to give Petitioners another chance.

III Decision

Petitioners' request for more time to cure their unpaid rent is denied. Respondents may go forward with the eviction. Petitioners have 10 days to vacate the premises.
Judgment in the amount of $4,844 is affirmed and awarded in favor of Respondents.