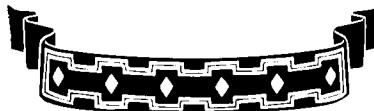


Oneida Appeals Commission

Onayote ḡ a·ka Tsi ḡ Shakotiyā ḡ Tolé hte

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Trial Court

Oneida Tribe of Indians of Wisconsin
Division of Land Management
Petitioner

Vs.

Pamela Nohr,
James E. Neitzel

Respondent

Docket # 04-TC-092
Date: February 14, 2005

FINAL DECISION

This case has come before the Oneida Appeals Commission. Judicial Officers Winnifred L. Thomas, Janice L. McLester, and Lois Powless presiding.

I Background

Respondent Pamela Nohr and, James E. Neitzel signed a rental agreement with the Division of Land Management. Pamela Nohr, had been the owner of record, for the rental unit located at 2026 Packerland Drive Green Bay, WI 54304, since July 21, 2000. The Rental Lease Agreement was entered into on July 21, 2000 for a term of One Year beginning on the 1st day of August, 2000 and ending on the 31st day of July 2001. James E. Neitzel requested to be a co-tenant of that same address July 2001, and was approved by the Oneida Land Commission on November 13, 2001 to be a co-tenant of 2026 Packerland Drive Green Bay, WI 54304.

Respondents Pamela Nohr and James E. Neitzel continued to live at 2026 Packerland Drive until July 1, 2003. Section 7 (e) of the Rental Lease Agreement states: "After the expiration date, Lessee shall have a month to month rental agreement, subject to all terms and provisions of this

agreement, at the sufferance of the Lessor and upon acceptance of rent of each monthly (30 day) period by the Lessor.” Section 1 (h) of the Rental Lease Agreement states: “Upon the expiration date of this lease, Lessee shall return premises to Lessor in good condition, and shall return all keys thereto, to the Lessor.”

On July 10, 2003 Division of Land Management’s Property Manager, Residential Leasing Specialist and maintenance staff inspected 2026 Packerland Drive and found excessive waste and damage had been done to the rental unit by Respondents Pamela Nohr and James E. Neitzel.

A total cost for repairs and clean up equaled \$ 10,208.20. A Green Bay Water Utility bill of \$127.95 and \$ 500.00 for Attorney Fees have been assessed against the Respondents Pamela Nohr and James E. Neitzel, for a total of \$ 10,836.15.

Petitioner, Division of Land Management, filed a claim requesting the Oneida Appeals Commission grant a money judgment against Respondents in the sum of \$10,836.15, for clean up, and repairs of damages, and attorney fees.

On December 14, 2004 at 9:00 a.m. the Oneida Appeals Commission held a pre-trial hearing at which time Respondent Pamela Nohr was not present. Respondent James E. Neitzel appeared via telephone from the Dodge County Correctional Institution.

II Issues

Should the remainder of the amount owed Division of Land Management be charged to Respondent Pamela Nohr?

III Analysis

Respondent Pamela Nohr had been the original owner of the rental agreement dated July 21, 2000. Respondent Neitzel being added as a co-tenant on November 13, 2001. As co-tenants the respondents have equal liability for payment of this debt. As co-respondents each had equal opportunity to enter into discussion with the petitioner to arrive at a reasonable settlement of this debt. Mr. Neitzel used that opportunity to present his arguments to the Petitioner. Ms. Nohr did not appear at the hearing and as such is considered in default.¹

As a result of this hearing Petitioner and Mr. Neitzel agreed to enter into settlement negotiations. A settlement was reached in the sum of \$ 4,968.00, repayment to begin March 4, 2005. Respondent Neitzel agreed to pay the sum of \$95.54 per week for 52 weeks, for a total \$ 4,968.00 beginning March 4, 2005 and ending February 24, 2006. The remainder of the money judgment requested by Division of Land management, is now the sum of \$ 5,240.20.

IV Decision

Default judgement in the amount of \$ 5,240.20 will be issued against Ms. Pamela Nohr to be paid to Division of Land Management.

¹Rule 16 Default:

- (A) Appearance Required: Parties to a case are required to appear before the trial court at any scheduled hearing or proceeding, whether or not that party is represented by an attorney or other advocate.
 - 1) A party may be excused from appearing with the permission of the trial court if the party makes a motion seeking permission prior to the hearing and shows good cause as to why the party's appearance is not necessary.
 - 2) The trial court may allow a proceeding to continue without a party's appearance so long as a representative of the party will attend, or may find the party not in attendance in contempt for failing to appear.
- (B) Respondent: When a party against whom a judgment for relief is sought has failed to appear, plead or otherwise defend as required in these rules or elsewhere, a default judgment may be granted by the trial court upon the receipt of whatever evidence is deemed necessary to establish the claim.
- (C) Petitioner: When a party who has filed a claim fails to appear, plead, or prosecute said claim as provided in these rules or elsewhere, a default judgment may be granted by the trial court, dismissing the claim.
- (D) Costs: The trial court may assign any costs incurred by the non-defaulting party and any hearing costs incurred by the trial court, to the defaulting party.
- (E) Overturn: The trial court may, for good cause shown, overturn any default judgment.