

## CHD 5-Day Notices and Crime Based Evictions From Eviction & Termination Adoption in 2017 to Present

#	Address	Date of Notice	Rental Agreement or Lease	Date of Lock Change	Days in Unit after 5 Day Notice	Pertinent Facts (all facts used in these summaries are public information contained in police reports and housing notices) ; and Financial Transparency for Lease Terminations	Litigation History
1	852 EE Road, Apt 601	9/28/2023; 1/23/2024* This was technically a notice of non-renewal and not a 5-Day Notice	Rental Agreement - the Nation owns the land the house.	2/20/2024	28	On-going unsanitary condition of the unit following inspections from Oneida Nation Sanitarian to include a severe bed bug infestation in a multi complex unit housing other elder and disabled tribal members. Tenant is a disabled elder who recently had a leg and toes amputated and left the hospital to return to rental unit against the advice of doctors and her adult (competent) son who is her "caregiver". CHD provided lengthy casework support to these tenants seeking to get them supportive services to help provide better self care to continue living independently. Tenant repeatedly refused supportive services even though tenant's caregiver is not able to bathe or provide many other necessary personal hygiene cares to tenant. Tenant's son would do bare minimum so that the exterminator would treat the unit for bedbugs, but tenant would not shower her person while treatment occurred and did not clean personal property in preparation for treatment, so reinfestation continually occurred despite 5 chemical treatments. CHD was working with tenant and planning to enter a new rental agreement with tenant only if she would sign up for supportive services when CHD was in the unit in January and the sanitary conditions were again alarming. CHD determined it was not in the Nation's best interest to continue renting to tenant because CHD has a need to protect the health and safety of <i>all</i> tenants in the building. CHD declined renewing the agreement with a 7-days notice to tenants. The notice indicated that CHD would extend the agreement so that Tenant could have a residence to be assessed in for purposes of transferring to a nursing home type facility and tenant accepted the offer but did not follow through with appointments for the evaluations.	Tenant filed a timely complaint to stay the eviction. A TRO hearing was held on 2/14/24 for the purpose of determining the legality of the eviction. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements but extended the lock change out from February 15, 2024 to February 20, 2024 to give tenant additional time to remove her belongings.
2	853 EE Road, Apt 601	9/29/2023	Rental Agreement - the Nation owns the land the house.	N/A - tenant cured		Tenant refused access to CHD's exterminator to treat a bed bug infestation in the complex, which is a public health nuisance pursuant to a memorandum from Oneida Nation Sanitarian and requires landlord action pursuant to the Landlord-Tenant law. The tenant was notified that they could comply with bed bug treatment protocols and provide access or vacate and the tenant complied.	N/A
3	W112 Park Drive, #401	5/3/2023	Rental Agreement - the Nation owns the land the house.	5/12/2023	9	May 3, 2023 overdose death occurred in the rental unit with evidence consistent with illegal drug use found on scene. Tenant is a blind elder tribal member who lives alone according to his household composition and has been noticed of nuisance activity occurring in his unit prior. In fact, CHD had issued tenant a 30-day notice to vacate without the opportunity to cure based on nuisance activity (multiple police calls, suspicious activity, unauthorized guests, complaints, disturbances, and welfare checks for suspected drug activity). Within the 30-day notice period is when the OD death occurred, expediting the notice from a 30-day notice to a 5-day notice.	Tenant filed a timely complaint to stay the eviction on May 5, 2023. A hearing was held on May 10, 2023 and again on May 12, 2023. During the hearing, before witnesses could be called, the tenant withdrew his complaint and agreed to vacate the unit.
4	204 Doxtator Street	6/7/2022	Rental Agreement - the Nation owns the land the house.	N/A	N/A	There was a 5-day notice issued to the tenant based on criminal activity in the unit and the neighborhood substantiated in police reports to include hit and run, criminal child abuse (physically attacking her teenage daughter) and disorderly conduct charges. Police Reports indicated that the tenant was severely dependant on alcohol and she died in the unit before the lock change date. CHD worked with the family post-mortem to ensure the minor children and the caregiver had the option to assume the rental agreement - the family declined maintaining the rental unit.	Tenant passed away in the unit 6/15/2022 from suspected alcohol poisoning while the matter was pending in court so it was dismissed.
5	N6493 Deer Path Drive	5/10/2022	Rental Agreement - the Nation owns the land the house.	5/16/2022	6	Nuisance report from OPD for numerous police contacts including reports of suspected drug activity, arrests for theft from the Nation, complaints from neighbors, welfare checks and crime prevention monitoring.	N/A
6	N6456 Evergreen Drive	3/25/2022	Rental Agreement - the Nation owns the land the house.	5/31/2022	67	OD (fentanyl) death of the co-head of household occurred at the unit with drug paraphernalia seized from the unit. Brother of the deceased fled the scene and was arrested the next day with fentanyl on his person.	Tenant filed a timely complaint to stay the eviction on March 29, 2022. Hearings were held before the Judiciary on April 13th and 15th, 2022. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements and ordered the Tenant to vacate by 4/25/2022 at 10 am. Tenant appealed the Trial Court's decision to the Oneida Appellate Court and the appeal was denied.
7	W350 Cornelius Circle	1/14/2022	Rental Agreement - the Nation owns the land the house.	2/15/2022	32	Tenant received 2 OPD citations for maintaining a chronic nuisance house in October and December 2021. Then, on 1/12/2022 a rescheduled home inspection was completed and, during the home inspection, drug paraphernalia was located at the rental premises. When OPD was contacted, OPD seized the property. OPD reports one pipe was consistent with use for marijuana smoking and the other was consistent with use for methamphetamine.	Tenant filed a timely complaint to stay the eviction on January 19, 2022. There was a pretrial hearing on January 25, 2022 which resulted in a scheduling order requiring all parties to submit their evidence and witness lists by February 8, 2022. On February 11, 2022 an advocate from the GTC Legal Resource Center submitted a notice of representation and a request to extend the filing dates to February 14, 2022, which was granted. Then, February 14, 2022, the advocate motioned to withdraw representation based on substantial failures of his client to provide critical information and documents, which was granted. CHD motioned for dismissal noting the tenant never disputed that the illegal activity occurred at her unit. The Court granted the motion to dismiss because it found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
8	2782 Osha He Ta Trail	9/29/2021	Rental Agreement - the Nation owns the land the house.	10/4/2021	5	CHD received a police report from a 9/8/21 incident where Tenant was treated for an OD at her unit with drugs and paraphernalia found on-property which tested positive for fentanyl and/or heroin. She was providing care for 4 minor children at the time of the OD. The incident resulted in 4 charges of criminal child neglect as well as charges related to possession of narcotics and drug paraphernalia.	N/A
9	203 Elm Street	6/15/2021	Rental Agreement - the Nation owns the land the house.	6/22/2021	7	CHD received a police report from OPD related to incidents on 4/10/21 and 5/26/21 during which the tenant was using drugs and alcohol and leaving her children unattended, which resulted in welfare checks being called on her children. The incidents resulted in criminal child neglect charges as well as charges related to possession of marijuana and other drug paraphernalia/narcotic equipment.	N/A

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10	2875 Commissioner Street	2/23/2021	Rental Agreement - the Nation owns the land the house.	3/30/2021	35	CHD received a report from OPD that drug paraphernalia was located in the unit and during the course of OPD interview, recorded on bodycam, the tenant admitted to the OPD officer that she had used meth in her rental unit that day. Bodycam footage and evidence showed tin foil with burn marks and straws on the table while officers were talking to tenant.	Tenant filed a timely complaint to stay the eviction on February 25, 2021. A hearing was held on March 18, 2021 at which time the bodycam footage was provided to the court. The Court lifted the restraining order effective March 29, 2021, the date the Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
11	W334 Cornelius Circle	2/11/2021	Rental Agreement - the Nation owns the land the house.	2/16/2021	5	On 02/09/21 OPD received a call that from someone allegedly staying in the basement of the rental unit who said 2 unknown males came to the residence with a female wearing masks and carrying guns. The armed men stole drugs (possibly heroin) from the people residing in the basement and left. The remaining unnamed residents allegedly armed themselves after the incident. There were only two people listed on the household composition, but the caller indicated there may be 10 people staying in the basement on any given day. Caller further reported there have been multiple overdoses occurring in the basement of this residence for which the police were never called. OPD reported this concern to CHD via email and CHD called a meeting with OPD and Oneida Aging and Disability as one of the tenants is an elder. As a result of the meeting, it was agreed that Oneida Aging and Disability would do a welfare check on the elder listed on the household composition due to the suspected drug activity reported to be occurring in the unit. OPD accompanied the Aging and Disability representative and, while in the unit, asked for permission to check for illegal drugs in the basement; the tenant granted permission to search the property. On 2/11/2021 CHD received the report from OPD's search which provided information that on 2/10/2021 there was illegal drug paraphernalia found in the unit which supported the allegations of regular illegal drug use in the rental unit's basement; items collected include: a scale, burnt residue on tin foil, an uncapped syringe with multiple bags of clean syringes, a pipe made out of electrical tape and tin foil, nasal narcain spray, blue rubber bands, a meth pipe, several mattresses on the floor, and a grey powder substance located within tin foil.	N/A
12	2918 Artley Street	11/16/2020	Rental Agreement - the Nation owns the land the house.	12/2/2020	16	THIS WAS A 14-DAY NOTICE that CHD would have converted to a 5-day notice if it would have sped the eviction up, but based on the timing, the notice remained a 14-day notice. CHD repeatedly addressed reoccurring police contact at the unit with tenant. OPD reported to CHD that there have been 33 police contacts at this unit between 12/2019 and 11/2020 including disorderly conduct charges. After the 14-day notice was issued, tenant and her partner were both arrested and charged with possessing amphetamines, paraphernalia and weapons.	N/A
13	1216 Chief Hill Drive	8/5/2020	Rental Agreement - the Nation owns the land the house.	9/1/2020	27	Manufacturing/delivery of heroin charges and maintaining a drug trafficking place were substantiated to have occurred at this unit through a report from the Brown County Drug Task Force. The report details that multiple controlled buys of fentanyl and heroin occurred at the rental property from out of the window by a resident of the unit (his residence there was disputed but he collected mail and conducted many drug transactions there). A search of the rental property found a black digital scale, a glass crack cocaine pipe, tin foil with burn residue located in blankets on a child's bed, and 6 used syringes (found in a child's closet). During a documented interview of the small child by authorities, the child told officers her uncle (the dealer) sometimes comes into her room to use drugs and pointed to her arm to signify IV drug usage. The young child further reported she tells the tenant when she finds the needles throughout the house from drug usage and the tenant throws them away.	N/A
14	N6493 Deer Path Drive	6/12/2019	Rental Agreement - the Nation owns the land the house.	6/18/2019	6	Tenant performed drug transaction with a criminal informant with the police report indicating that marijuana, methamphetamine and drug paraphernalia were seized from the rental unit.	N/A
15	1245 Chief Hill Drive	10/26/2018	Rental Agreement - the Nation owns the land the house.	11/19/2018	24	CHD issued a 5 day notice to vacate when CHD received from news from OPD that the tenant was charged with possession of marijuana with the intent to distribute, possession of drug paraphernalia, 2 counts of operating a vehicle with a restricted controlled substance with passengers less than 16 years of age in the vehicle, and operating while revoked.	N/A
16	2740 Powless Drive	8/17/2018	Rental Agreement - the Nation owns the land the house.	8/23/2018	6	There was a large drug raid that occurred at this rental unit that resulted in the arrest and prosecution of the tenant and an unauthorized occupant documented to be residing there. The tenant was charged with 1 count of manufacture/delivery of heroin, 1 count of maintaining a drug trafficking place, 1 count of criminal child neglect, 1 count of possession of drug paraphernalia, and one count of possession of THC. The unauthorized occupant was charged with 4 counts of manufacturing and delivering heroin, 1 count of maintaining a drug trafficking place, 1 count of criminal child neglect, 1 count of possession of a firearm by a felon, 1 count of possession of an illegally obtained prescription, 1 count of possession of drug paraphernalia, and 1 count of possession of THC.	Tenant filed a timely complaint to stay the eviction on August 17, 2018. A hearing was held on August 20, 2018. In court tenant claimed to have no knowledge of the activity occurring at her unit, but CHD produced a signed statement tenant provided to law enforcement in which tenant acknowledged she was aware of the criminal activity occurring at her rental unit. The Court found the eviction to be lawful based on the evidence presented with and found that CHD complied with all procedural requirements.
17	1219 Chief Hill Drive	1/24/2017	Rental Agreement - the Nation owns the land the house.	1/31/2017	7	Tenant was charged with substantial battery with intent to cause bodily harm with a domestic abuse modifier. The incident occurred at the rental unit.	N/A
18	W337 Cornelius Circle	8/17/2018	Lease - the Nation owns the land and the Lessee owns the	8/30/2018	13	<b>Pertinent Facts:</b> Lessee was the middle man in a heroin transaction. Based on police reports, CHD learned the lessee took a criminal informant to a known drug dealer's house where lessee then purchased heroin on behalf of the criminal informant. During the transaction, the informant remained in the car and the lessee went into the house to purchase the drugs. When lessee exited, he gave the criminal informant the heroin and was pulled over down the road and arrested with the marked money on his person.	Lessee filed a timely complaint to the Oneida Judiciary on August 22, 2018 and lessee was represented by the GTC Legal Resource Center. The preliminary hearing was held on August 23, 2018 and was rescheduled at the lessee's request for more time to August 29, 2018. On August 30, 2018, the Court found the eviction to be lawful based on the evidence it was supported with and found that CHD complied with all procedural requirements. On September 7, 2018,

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			house.			<p><b>Financial Transparency:</b> This was the Nation's first lease termination under the law and the Residential Leasing Rule did not yet have requirements related to payout of equity for lease terminations. As such, there was no appraisal ordered on this property at the time of lease termination. There was an outstanding loan on the property held by Bay Bank that Lessee's remained responsible for despite their lease termination. At this point, it was CHD's position that it was Lessee's responsibility to sell their home and that CHD would grant access for the sole purpose of showing the home. Lessee made no efforts CHD was aware of to sell the property and defaulted on their mortgage. On October 26, 2018, Bay Bank sent CHD the Notice of Default and Right of First Refusal to Buyout the Loan (based on language in the loan and lease documents). On November 5, 2018, CHD accepted Bay Bank's Right of First Refusal and on November 26, 2018 CHD paid of Lessee's remaining mortgage balance of \$119,234.37. CHD did not seek a money judgment from Lessee's for repayment of the mortgage balance.</p>	Lessee filed a notice of appeal of the Trial Court's decision to the Appellate Court. On October 17, 2018, the Appellate Court denied Lessee's appeal.
19	1329 Onu-U-Sla Way	1/14/2021	Lease - the Nation owns the land and the Lessee owns the house.			<p><b>Pertinent Facts:</b> CHD received information in OPD Police Reports the Lessee's residents were threatening neighbors and that there was illegal drug activity including 6/3/20 drug charges for possession of heroin (arrest did not occur at the house); 12/23/20 overdose at the leased premises; 12/25/20 overdose at the leased premises; 1/5/21 overdose at the leased premises; and 1/6/21 drug charges against 2 residents based on drug found at the leased site. On 1/14/21, CHD received Bay Bank's Notice of Default and Right of First Refusal due to Lessee's nonpayment of his mortgage. On 1/14/21, CHD met with the Lessee with the intent to enter new lease provisions that allowed the Lessee to remain in the lease but required him be the only person residing at the leased site. During the meeting, CHD asked the Lessee if he thought he would be able to keep the drug users (his daughter and grandson) out of his residence; he said they would not listen. Lessee said he often did not stay there and instead stayed with his daughter (who attended the meeting with him). CHD took a break and consulted with Oneida Aging and Disability representatives because CHD had concerns for elder abuse. An Aging and Disability representative came to CHD to sit in on the meeting where the parties discussed the Lessee's future housing options. On 1/20/21, CHD accepted Bay Bank's right of first refusal; while CHD offered the Lessee alternate housing in the Nation's rental program, the Lessee declined CHD's offer. CHD provided the Lessee with discounts to the amount of health and safety repairs required in the unit because the Lessee agreed to apply for assistance that could help him pay down his utility balances. CHD assisted Lessee with evicting persons residing there while the Lessee and CHD worked the situation out by drafting notices for Lessee and CHD to jointly sign to be given to the residents and posted on the property.</p> <p><b>Financial Transparency:</b> At the time of lease termination, the home was appraised at \$105,000.00. Lessee had a mortgage with Bay Bank with a remaining balance of \$93,789.30. The cost of health and safety repairs required in the home inspection was reduced from \$51,175.00 to \$24,500.00. Lessee owed unpaid utilities in the amount of \$1,768.05. The costs of the required reports (home inspection and appraisal) were \$650.00. Lessee signed an agreement to pay CHD for the negative equity in his home total \$15,707.35. To prepare the home for re-sale, CHD made improvements to the property costing \$146,420.04. Following CHD's repairs, the property was appraised and listed through the Residential Sales Rule for \$210,000.00. CHD accepted the highest offer on the property (offers are submitted sealed to Bay Bank) of \$230,005.50. CHD did not seek a money judgment from Lessee for repayment of the negative equity.</p>	N/A
20	602 Florist Dr.	3/23/2021	Lease - the Nation owns the land and the Lessee owns the house.	4/15/2021	23	<p><b>Pertinent Facts:</b> Lessee had over 30 police calls to her property in the previous 24 month period when on March 11, 2021, a pocket 911 call resulted in OPD completing a welfare check at the Lessee's property. The Lessee and the minor children in her care were not on-site at the time police arrived. Police entered the unit and, after making numerous loud calls, found Lessee's daughter and the daughter's boyfriend in the basement of the house. Also located in the basement was an ice shanty housing an immature marijuana grow lab of approximately 20 plants and other drug paraphernalia to include scales and cut up straws. While Lessee may have claimed no prior knowledge of the marijuana grow lab, CHD staff determined that was unlikely due to the size of the ice shanty and how close it was to the tenant's only washer and dryer as well as children's play toys. On March 14, 2021, just 3 days after the marijuana grow lab was located, Lessee's daughter was pulled over onto Lessee's property (her destination) with heroin and drug paraphernalia on her.</p> <p><b>Financial Transparency:</b> At the time of lease termination, the home was appraised at \$175,000.00. Lessee had a mortgage with Bay Bank with a remaining balance of \$70,655.17. The average estimated cost of health and safety repairs required in the home inspection was \$10,400.00. CHD had to remove personal property from the premises following lock change for clean up costs of \$1,690.00. Lessee owed tribal debts and tribal utilities unpaid amounts totaling \$553.89. The costs of the required reports (home inspection and appraisal) were \$650.00. The pro-rated property taxes for Lessee's occupancy period in 2021 were \$808.08. Lessee was paid by CHD for her equity in the home via check mailed to her attorney in the amount of \$90,242.86. Lessee claimed this site was significant to her family due to her mother residing next door and the land having historical ties to her family, so CHD offered to sell the improvements to the Lessee's brother in order to keep the residential lease in the family. The offer was that the brother would pay for the improvements as-is (except CHD would make the minimum health and safety repairs identified in the home inspection) at CHD's costs to buy out the loan and pay Lessee for the equity in the property (\$160,898.03) and CHD would enter a new residential lease with the brother. The brother indicated he would look into financing but never returned the Nation's inquiries.</p> <p>To prepare the home for re-sale, CHD made improvements to the property costing \$58,481.14. Following CHD's repairs, the property was appraised at and listed through the Residential Sales Rule for \$225,500.00. CHD accepted the highest offer on the property (offers are submitted sealed to Bay Bank) of \$276,000.50.</p>	Lessee filed a timely complaint to the Oneida Judiciary on March 23, 2021 and a pre-trial hearing was held on March 25, 2021 during which Lessee was represented by an attorney experienced practicing before the Oneida Judiciary. On April 9, 2021, the Court found the eviction to be lawful based on the evidence it was supported with and found that CHD complied with all procedural requirements. The order also set a schedule for reconciling Lessee's equity in the property following an appraisal and home inspection. The Lessee then filed an appeal of the Trial Court's decision upholding the eviction to the Appellate Court but thereafter withdrew her appeal. On July 16, 2021, CHD filed a motion to enforce the lease termination that summarized the payout to the Lessee to which the Lessee, through her attorney, objected to. On July 26, 2021, the Judiciary ruled on the Lessee's objections and found that CHD did overcharge the Lessee for home repairs because CHD only charged for select health and safety items identified in the home inspection and further stated that Lessee was not able to support her claim that the amount of her mortgage payoff to Bay Bank was inaccurate as CHD's figures were supported by Bay Bank's payoff analysis. On August 31, 2021, the Judiciary issued an order closing out the lease termination based on proof that CHD had paid off the tenant's loan and paid the Lessee for any remaining equity she had in the property less the cost of basic health and safety repairs required on the home inspection (a document prepared by an independent 3rd party).

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21	N7104 Path of the Wolf	8/24/2021	Lease - the Nation owns the land and the Lessee owns the house.	8/29/2021	5	<b>Pertinent Facts:</b> CHD issued a 5-day notice to Lessee following the OD death of co-lessee at the property, the investigation of which resulted in the Lessee being charged with maintaining a drug trafficking place, possession of drug paraphernalia, possession of methamphetamine and other charges. In the 5-day notice, CHD acknowledged that the Lessee currently had a signed offer to purchase on the home, so CHD agreed to delay actions related to assuming ownership of the improvements until the transaction closed so long as the purchaser agrees to terms in his/her residential lease that will prohibit renting the property back to the Lessee. Additionally, while Lessee's ownership of the improvements continued until the transaction closed on September 13, 2021, the Lessee was not permitted to occupy the residence or access the premises without CHD's consent after the 5-day notice lock change date of Sunday, August 29th, 2021. The sale of the improvements closed in the private transaction on September 13, 2021 as scheduled and CHD entered a new lease with the buyer.	N/A
22	N6237 Van Bostel Road	4/5/2022	Lease - the Nation owns the land and the Lessee owns the house.	4/11/2022	5	<b>Pertinent Facts:</b> CHD issued the 5-day notice to the lessee because an April 1, 2022 report from the Oneida Nation Building Inspector and Sanitarian indicated that the improvements were condemned and also because OPD had recently labeled the property a nuisance property, based on repeated calls at the property, including multiple visits to execute arrest warrants against the Lessee and a recent disturbance at the property. At the time of the notice, the Lessee was incarcerated with charges pending for alleged burglary to a building or dwelling, theft of movable property, obstructing an officer and threats to a law enforcement officer and parole revocation for a 2019 drug charge for manufacturing and delivering amphetamine as a second and subsequent offense. The Lessee contacted CHD and indicated he was not opposed to the lease termination but requested that the site be allowed to remain with his family at the lease site had historical significance to his family and his mother lives next door. CHD agreed to allow Lessee's niece, who does not have a criminal record, to sign a residential lease to build a new home on the property but indicated that the condemned property would need to be demolished due to recent vandalism and the deteriorated quality of the structure. The niece is out of the country and will be touching base with CHD upon her return.	N/A