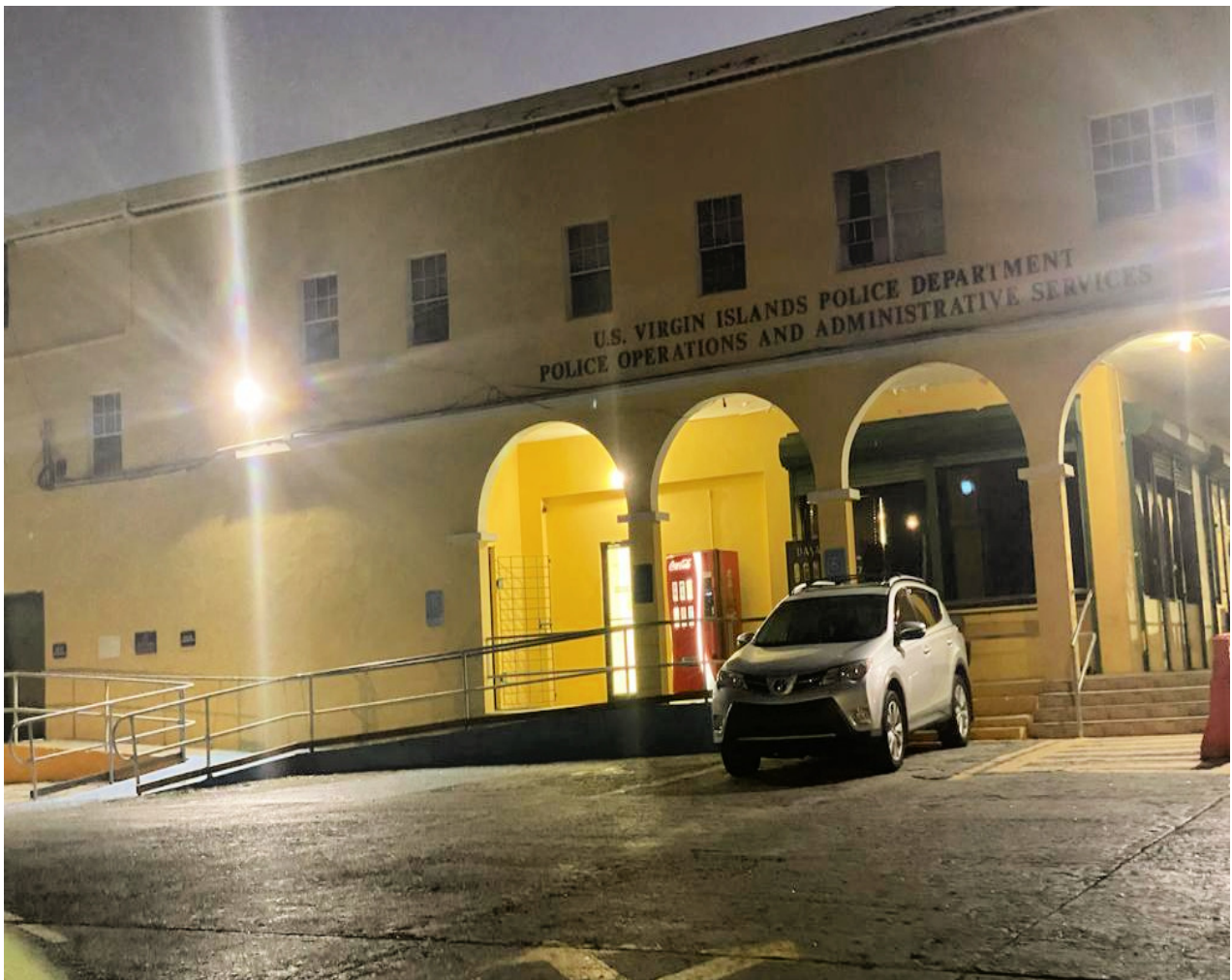


The Virgin Islands Consortium

Owing Nearly \$400,000 in Rent, VIPD Facing Eviction From St. Croix Headquarters Within 30 Days

Business / **Published On January 19, 2021 05:09 AM /**

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VIPD's Mars Hill headquarters. The police department owed near \$400,000 in rent as of Tues. Jan. 19, 2021. By. VI CONSORTIUM

The Virgin Islands Police Department has been told to come current on \$375,000 rent owed for its Mars Hill headquarters or vacate the premises within 30 days, according to communication and documents viewed by the Consortium, and statements provided by the landlord's attorneys.

For the past 15 months, the police department has not paid its rent for the Mars Hill headquarters, called Rainbow Plaza, and has refused to sign a lease agreement that has

been approved by the Dept. of Property and Procurement.

A notice of "Quit or Cure and Demand For Possession", issued to the V.I.P.D. by law firm McChain Hamm & St. Jean, LLP on Jan. 11, reads, "PLEASE TAKE NOTICE that Landlord hereby terminates your month-to-month tenancy in the leased premises located at 43A, 43B, 44A and 45 Estate Wheel of Fortune, Mars Hill and Stoney Ground, West End Quarter, St. Croix, U.S. Virgin Islands ("Premises"), as of February 11, 2021 ("Termination Date"). Landlord presently leases the Premises pursuant to a verbal agreement because you have refused to sign a written lease. Furthermore, you are more than \$375,000 behind in your rental obligations, not having paid rent for the last fifteen (15) consecutive months. Landlord demands that Tenant remove and vacate from the Premises and deliver full peaceable possession of the Premises to LANDLORD or its authorized agent, no later than the Termination Date. This notice is given pursuant to 28 V.I.C. §§ 292, 789 and 790 which permits a month-to-month at will tenancy to be terminated upon 30 days' notice. This notice is not intended to alter the right of Landlord to seek an earlier eviction in advance of the Termination Date because of such other cause permitted by law."

Attorney Yohanna Manning, representing the landlord, said the V.I.P.D. has not reached out in an effort to find a solution. "There's been no payment, we've given them a deadline and they haven't reached out to us with regard to settling this case by the deadline. We intend to prosecute this matter to the fullest extent of the law if they do not comply with our demands. And our demands are pretty simple, the only thing we want is to be paid properly. It shouldn't take 15 months to pay the rent. Fifteen months is too long, we've been very reasonable and it's now time for them to pay the bills or go find somewhere else to go."

Attorney Akeel St. Jean, also representing the landlord, chided the police department, stating that as the chief agency tasked with upholding the law, the V.I.P.D. was essentially flouting it. "I think it's outrageous that the rent has not been paid in over a year. It's especially jarring that you have the law enforcement agency of the Virgin Islands essentially flouting its own legal responsibility. It's really sad and I hope that we can come to a resolution within the timeline laid out in our correspondence," he said.

V.I.P.D. Commissioner Trevor Velinor on Monday night told the Consortium the department would work to resolve the matter within weeks, though the V.I.P.D. had not communicated its intention with the attorneys or the landlord as of Sunday night, according to attorneys Manning and St. Jean.

"VIPD, along with Department of Property and Procurement have engaged with the owner of the building and we are working towards a resolution," Mr. Velinor said. "This matter will be resolved in the coming weeks as VIPD management continues to encourage a workplace that is professional, safe, and accommodating to our employees and guests."

An 30-day notice was addressed to Mr. Velinor on Jan. 11, which means the V.I.P.D. as of Tuesday had 23 days to make good on its covenant or immediately vacate the premises. "Please leave the premises before the expiration of 30 days or tender the total amount of rent due, including all penalties, interest, and fees as provided for in the lease," reads the notice. "Failure to vacate and/or tender all amounts presently due will

result in this firm bringing a Forcibly Entry and Detainer action under Title 28, Chapter 31, of Virgin Islands Code."

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