IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE IN AND FOR KENT COUNTY COURT NO. 16

COURT ADDRESS: 480 BANK LN DOVER DE 19904 CIVIL ACTION NO: JP16-12-003262

CORNELL PROPERTY MANAGEMENT CORP. VS ANGELA L REED

SYSTEM ID: @2502452 ANGELA L REED 330 NORWAY DR DOVER DE 19901

ORDER

On August 9, 2012, a trial de novo was held before Judges Murray, Darling, and Arndt as provided by 25 *Del. C.* §5715a. This trial was held as a result of decision entered on July 12, 2012 when the Defendant, Angela Reed, prevailed. Both parties appeared pro se.

Prior to trial, it was stipulated by both parties that possession was no longer an issue as Defendant turned over the keys to Plaintiff, Cornell Property Management Corp. on July 12, 2012.

Testimony and evidence from the parties show the Defendant had a yearly lease with Plaintiff. Mid-term in the lease, Plaintiff sent Defendant a "7 day letter" as required by 25 *Del. C.* §5513 advising of two breaches of the lease. One was for destruction of flowers and bushes by Defendant's children, the second for unauthorized occupants in the rental unit. On May 4, 2012, Plaintiff sent the notice to Defendant, which Defendant acknowledged receiving. After the expiration of the 7 days, Plaintiff contends the two breaches were not cured. On May 24, 2012, Plaintiff sent Defendant notice the breaches were not cured, the rental agreement was terminated, and Defendant must vacate by July 31, 2012. Defendant acknowledged receipt of notice.

Plaintiff testified the keys were not received from Defendant until July 12, 2012. Therefore, Plaintiff seeks rent for June 2012, \$665.00, rent for 12 days of July (July 1 to July 12 date keys given to Plaintiff), \$257.40, late fees for June and July totaling \$66.50, and Court Costs.

Defendant testified she moved out of the rental unit on May 31, 2012. She entered evidence to show she had the City of Dover terminate the utilities on May 31, 2012. Defendant contends she does not owe June and July's rent as she moved out per Plaintiff's notice of May 24, 2012.

The Court finds that while Defendant moved out and curtailed her utilities by May 31, 2012 she retained possession of the unit as she did not turn the key to Plaintiff. In addition, Defendant testified she went to the rental unit mail box in June to pick up her mail, a further indication she had not given up possession of the rental unit. Therefore, the Court unanimously finds, by a preponderance of the evidence, Plaintiff is entitled to the rent due from June 1, 2012 to July 12, 2012 totaling \$922.60 and Court Costs. The Court denies Plaintiff's request for late fees as there was no evidence or testimony the lease provided for late fees. *Judgment for Plaintiff*.

IT IS SO ORDERED this 9th day of August, 2012.

Judge Ernst M. Arndt

Judge Pamela A. Darling

Judge James. A. Murray

IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE, IN AND FOR KENT COUNTY COURT NO. 16

COURT ADDRESS: 480 BANK LN **DOVER DE 19904**

CIVIL ACTION NO: JP16-12-003262

CORNELL PROPERTY MANAGEMENT CORP. VS. ANGELA L. REED

Plaintiff Parties:

PLAINTIFF

SYSTEM ID: @1682

CORNELL PROPERTY MANAGEMENT ANGELAL REED

CORP

80 RIVER CHASE DRIVE

DOVER, DE 19901

Defendant Parties:

DEFENDANT

SYSTEM ID: @2502452

330 NORWAY DR

DOVER, DE 19901

Other Case Parties:

AGENT SYSTEM ID: FA1717 **BRENDA SALE** C/O RIVER CHASE APARTMENTS **80 RIVER CHASE DRIVE DOVER, DE 19901**

IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE IN AND FOR KENT COUNTY COURT NO. 16

COURT ADDRESS: 480 BANK LN DOVER DE 19904 CIVIL ACTION NO: JP16-12-003262

CORNELL PROPERTY MANAGEMENT CORP. VS ANGELA L REED

SYSTEM ID: @1682 CORNELL PROPERTY MANAGEMENT CORP 80 RIVER CHASE DRIVE DOVER DE 19901

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IT IS SO ORDERED/this 9th day of August, 2012.

Judge James.

Judge Pamela A. Darling

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480 BANK LN **DOVER DE 19904**

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Plaintiff Parties:

PLAINTIFF

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80 RIVER CHASE DRIVE

DOVER, DE 19901

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