

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

**RUSSELL J. HAMEL and
SUZANNE HAMEL,**

Plaintiffs Below-
Appellant,

v.

TOMIKA BROWN,

Defendant Below-
Appellee.

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C.A. No. JP16-13-001799

Before **WALL, FOOR** and **HUTCHISON**, Magistrates.

ORDER

This is a *de novo* appeal as provided by 25 *Del. C.* § 5717(a) to a Three Judge Panel from a decision dated May 24, 2013.¹ The panel consisting of Judges Wall, Foor and Hutchison held trial on June 13, 2013.

Russell J. Hamel and Suzanne Hamel (“Plaintiffs”) and Tomika Brown (“Defendant”) appeared *pro se*.

Plaintiffs filed a landlord-tenant summary possession action for failure to pay rent. After hearing testimony and reviewing the evidence, the panel finds for plaintiffs.

¹ *Hamel v. Brown*, Del. J.P., C.A. No. JP16-13-001799, Murray, J. (May 24, 2013).

TESTIMONY AND EVIDENCE

Plaintiff Russell Hamel ("Mr. Hamel") testified that he is seeking rent owed and possession of the rental unit. Plaintiffs introduced the following documents without objection: Plaintiffs' Exhibit 1 – 5-day letter dated March 19, 2013; Plaintiffs' Exhibit 2 – Certified Mail Receipt dated March 19, 2013; Plaintiffs' Exhibit 3 – Residential Lease dated February 5, 2011 for property located at 4A W. Liberty Street, Harrington, Delaware; Plaintiffs' Exhibit 4 – Consumer Information Statement and Plaintiffs' Exhibit 5 – Summary of rental payments.

Mr. Hamel testified that the monthly rent amount is \$600.00 with a \$30 late fee after 5 days. A 5-day letter was sent to the defendant on March 19, 2013 requesting payment of delinquent rent in the amount of \$880.00. The letter was sent certified mail. Defendant's last rent payment was in April.

Defendant admitted that she did not pay her rent in full within five days of the March 19, 2013 letter.

FINDINGS AND CONCLUSION

After considering the evidence presented and the testimony of the parties, the Court finds that the plaintiffs have proven their case by a preponderance of the evidence. The defendant breached the lease agreement by failing to pay rent. A 5-day notice was sent as required by 25 *Del. C.* § 5502(a). Full payment was not made after the 5-day notice was sent.

Based on the foregoing, the panel finds by unanimous verdict in favor of plaintiffs Russell J. Hamel and Suzanne Hamel and against defendant Tomika Brown as follows:

Judgment \$1,830.00
Per Diem Rent @ \$20.00 until possession
Court Costs \$40.00 (excludes appeal fee)
Possession
Post Judgment Interest @ 5.75%

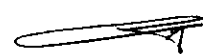
Decision announced in open Court.

IT IS SO ORDERED this 13th day of June, 2013.


Trial De Novo Panel



Robert W. Wall, Jr.
Justice of the Peace



Debora Foor
Justice of the Peace



Cathleen M. Hutchison
Justice of the Peace