

**IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY  
COURT NO. 13**

**COURT ADDRESS:  
1010 CONCORD AVE  
WILMINGTON DE 19802**

**CIVIL ACTION NO: JP13-13-014800**

**WILMINGTON HOUSING AUTHORITY VS TUREKA TODD**

**WILMINGTON HOUSING AUTHORITY**

**VS**

**TUREKA TODD**

**TRIAL DE NOVO ORDER**

March 4, 2014

Wilmington Housing Authority, Plaintiff, Represented by Joseph J. Farnan, Esq.  
Tureka Todd, Defendant, Represented by Augusto A. Cordova, Esq.

All parties appeared for Trial De Novo on appeal filed by the Defendant.

This case was filed by Plaintiff, Wilmington Housing Authority for summary possession of Apt. 907 at 2700 N. Market Street in Wilmington, DE. The Plaintiff claims that the Defendant violated the provisions of her lease by striking another resident and causing injury to same. The Defendant claims that the Plaintiff failed to take decisive action and that they renewed her lease between the incident in question and the filing of this case.

After hearing testimony from all parties, the Court finds that the Plaintiff's has proven that an incident did occur in which the Defendant violated the terms of her lease agreement. The Plaintiff sent a notice of termination of lease to the defendant and subsequently filed in Court for possession of the rental unit. Prior to that case coming to trial the Plaintiff and Defendant went through a Federally mandated recertification process at which time the Defendant signed a Residential Lease Addendum. The Defendant argues that this constitutes a renewal of her lease. The Plaintiff asserts that at no time was a new lease signed and that the Addendum is a necessary part of the recertification process. Following the recertification process, the Plaintiff requested that their court action dismissed without prejudice and sent new notices for termination of lease to the Defendant. They subsequently filed the action which is before the Court today.

The Court finds that the actions taken by the Plaintiff to comply with HUD's recertification guidelines do not constitute the signing of a new lease and that the Plaintiff's actions regarding recertification do not impact the Plaintiff's ability to proceed regarding violations which may have occurred prior to the recertification process. The Court further finds that the circumstances of the case law submitted by the

Defendant regarding this matter are not on point with the facts of this case. The Plaintiff chose only one course of action and provided proper notice to the Defendant with regards to that action.

Accordingly, judgment is ordered in favor of the Plaintiff, Wilmington Housing Authority, for Possession and court costs in the amount of \$41.50.

It is so ordered this 27th day of March, 2014.



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Nina M. Bawa  
Justice of the Peace



A handwritten signature in cursive script, appearing to read "Susan E. Opley for", written over a horizontal line.

Bonita N. Lee  
Justice of the Peace



A handwritten signature in cursive script, appearing to read "Susan E. Opley for", written over a horizontal line.

Cheryl S. Stallman  
Justice of the Peace