



STATE OF DELAWARE  
**JUSTICE OF THE PEACE COURT NO. 13**  
1010 CONCORD AVENUE  
CONCORD PROFESSIONAL CENTER  
WILMINGTON, DELAWARE 19802

TELEPHONE: (302) 577-2550

**SYSTEM ID: @2664896**  
**ELLA PURNELL**  
**7332 FEDERALSBURG RD**  
**BRIDGEVILLE, DE 19933**

**VS.**

**JP13-14-002991: Chiza Sykes vs. Ella Purnell, et al**  
**JP13-14-003810: Ella Purnell vs. Chiza Sykes**  
**(Cases Consolidated)**

**SYSTEM ID: @2664897**  
**CHIZA SYKES**  
**28 BENTLEY RD**  
**NEW CASTLE DE 19720**

**ORDER ON TRIAL DE NOVO**

Plaintiff, Ella Purnell, appeared pro se.  
Defendant, Chiza Sykes, appeared pro se.

Panel

Honorable Bonita N. Lee  
Honorable James A. Tull  
Honorable Kathleen C. Lucas

**Procedural Posture**

On March 17, 2014 Chiza Sykes, a "tenant" at 28 Bentley Road, Simonds Garden filed a landlord tenant case alleging an illegal ouster in Justice of the Peace Court 13 against her "landlord" Ella Purnell. On April 1, 2014 Ms. Purnell filed a landlord tenant case seeking \$4,470.53, Court costs and possession, along with \$10.00 per diem. The two cases were consolidated, an order having been issued for Ms. Purnell to restore electricity until the cases were adjudicated. Another party named by Ms. Sykes as a defendant, David Purnell, was dismissed as a party. For purposes of this order, the parties will be designated Landlord and Tenant.

Testimony was taken at trial below as to the issues of rent and utilities. Tenant also asserted a claim for repairs allegedly made to the rental unit. The Court found "...that the tenant failed to meet the burden of proof on this matter so no damages will be awarded." The Court found in favor of the

landlord with a small offset for lack of electricity for eight days. The record below is totally devoid of any issue raised or asserted by either party as to ownership of the home.

### Facts

The case comes to the de novo court to be heard by a three judge panel. During the course of the testimony presented by the parties, it became evident that the home in question is not legally owned by Ms. Purnell. It was her late mother's home and the Court was presented with two documents to establish her right to rent it and to file the instant case. The two documents were a death certificate for Virginia George and a one page "Will and Testament..." which appears to leave the home to her daughter, Ella Purnell, along with another property. It also purports to address custodial issues and a trust fund for one Madeline Monique Baker; the will is from September 2000 and Ms. George died in April 2001. On inquiry, Ms. Purnell acknowledged that she had never formally opened an estate.

Justice of the Peace Civil Rule 17 defines a party as follows:

**(a) Real party in interest.** Every action shall be prosecuted in the name of the real party in interest. An executor, administrator, guardian, bailee, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party authorized by statute may sue in that person's own name without joining the party for whose benefit the action is brought; and when a statute of the United States so provides, an action for the use or benefit of another shall be brought...

At this time, Ms. Purnell has no legal standing to prosecute her claim in this Court. She may well be the equitable owner of the home but she does not qualify legally to file. Twenty five Del.C. §5703, "Who May Maintain Proceedings" states:

The proceeding may be initiated by:

- (1) The landlord;
- (2) The owner;
- (3) The tenant who has been wrongfully put out or kept out;
- (4) The next tenant of the premises, whose term has begun; or
- (5) The tenant.

Ms. Purnell and Ms. Sykes presented a lease at the de novo hearing. The lease recites \$900.00 as the monthly rent when in fact both parties agreed that the rent was \$300.00. The 2010 five page lease is signed by both parties and appears to have been proffered in order for Ms. Sykes to obtain rent assistance and for school issues. For all intents and purposes, the lease is a fraud. There was also a document from Habitat for Humanity which was signed by Ms. Purnell in September 2013 stating the following:

By signing below the homeowner(s) agree that they have answered all questions on this form truthfully and provided all of the aforementioned documents that apply to their household's income and have not withheld anything. The homeowner understands that if they have not submitted all the documents to the best of their knowledge their application may be denied and that even if they have already been selected to receive repairs done through the ABWK program they may be disqualified.

Again, there are no documents included as required, but the application had a repair request form attached in Ms. Purnell's name.

The Court notes that both parties appear to have little respect for the legal system they now ask to resolve the issues surrounding the case at hand. Ms. Purnell can remedy her lack of standing by filing with the Register of Wills in New Castle County. If she is appointed executor or administrator, she may then file in this Court as necessary.

As for Ms. Sykes, her testimony as to her right to remain in the rental home during the de novo hearing evolved from a lease-purchase agreement as to the property into a "lifetime agreement." She has no lease and no apparent legal right to remain in the property except for her oral agreement with her grandmother.

The Court must deny the appeal. Because of the finding in this trial de novo, the judgment entered below in favor of Landlord Ella Purnell is void and her case (JP13-14-003810) is dismissed without prejudice.

IT IS SO ORDERED this 2<sup>nd</sup> day of July, 2014

*B Lee by K*

(for) BONITA M. LEE  
Deputy Chief Magistrate

*Kathleen C*

KATHLEEN C. LUCAS  
Justice of the Peace

*KCL for*

(for) JAMES A. TULL  
Justice of the Peace

