

**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: JP16-14-000056

M&D RENTALS VS AL COSEY

**SYSTEM ID: @619460
M&D RENTALS LLC
PO BOX 515
FREDRICA DE 19946**

ORDER

The Plaintiff, M & D Rentals in Civil Action JP16-14-000056 is seeking possession of the rental unit located at M-21 1001 White Oak Road, Dover DE from the Defendant, Al Cosey. The action is pursuant to 25 *Del. C.* § 5106(d).

The Plaintiff has entered the following items into evidence:

- 1) The lease between the two parties.
- 2) The Section 8 addendum to the lease.
- 3) The notice and proof of mailing sent to the defendant dated 10/30/2013 Pursuant to 25 *Del. C.* § 5106(d).
- 4) The notice from Delaware State Housing Authority dated 11/05/2013 to the Defendant directing him to vacate the rental unit.

The Defendant admitted receipt of the notice in item #3 above. He believes that he has as a defense that his rent was never delinquent. Further, he believes that since the adult that is cohabiting in the rental unit is now his wife, it is a defense against the Section 8 violation.

Finally, the Defendant claims he vacated the rental unit on February 16, 2014. He stated he is living in a motel.

The Court reviewed the Plaintiff's evidence and found it to be fatally flawed. Item #1 the lease is missing items #3 through item #20. The second item of the evidence, the rental voucher from DSHA is missing pages 2, 3, and 4.

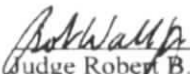
On page 5 of the voucher, item #13 addresses Termination of Tenancy by the Owner, (subsection (b) list the separate grounds for Termination of the lease). Neither the 60 day notice nor the evidence lists any of the grounds as listed in section 13b.

The Plaintiff is under the misapprehension that 25 *Del. C.* § 5106(d) is sufficient to terminate the lease. That is in error. Receipt of Section 8 certification requires compliance with Section 8 regulations. The Court finds unanimously that the notice is fatally flawed.¹

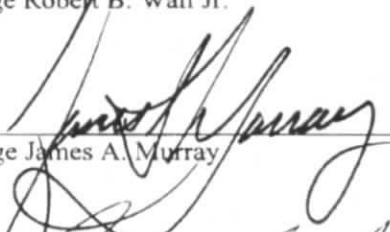
¹ Failed to list any of the grounds listed in section 13b of the Section 8 voucher.
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The Court finds unanimously that the Plaintiff has failed to prevail by a preponderance of the evidence.
Judgment is entered for the Defendant.

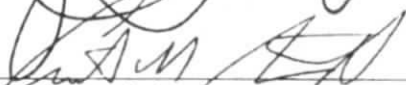
IT IS SO ORDERED this 28th day of February, 2014



Judge Robert B. Wall Jr. (SEAL)



Judge James A. Murray (SEAL)



Judge Ernst M. Arndt (SEAL)