

**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: JP13-13-014025

MEELP VS LISA HUTT

MEELP

VS

LISA HUTT

Order

On October 14, 2013, Plaintiff filed a summary possession complaint against Defendant.

Trial was on November 25, 2013. Judgment was entered on November 26, 2013 in favor of Plaintiff in the amount of \$1,616.50 rent due, court costs of \$40.00, \$16.16 per diem rent until vacated, possession and 5.75% post judgment interest per annum.

Defendant, Lisa Hutt, filed a timely appeal on November 26, 2013.

The Appeal Trial commenced on January 14, 2014. The three-judge panel was comprised of Judge Bonita Lee, Judge Vernon Taylor and Judge Nina Bawa. Plaintiff MEELP is represented by Form 50 Agent John O'Connor. Defendant Lisa Hutt is represented by Dmitry Pilipis, Esq.

A pre-trial motion was made by Defendant to dismiss based on the lack of specificity in the complaint pursuant to 25 Del.C §5707. As the complaint included that Defendant owes rent to Plaintiff, identifies the property and had a 5-day notice attached, the Court determined that the complaint was substantially compliant and denied the motion to dismiss.

A pre-trial motion was made by Defendant to dismiss due to lack of subject matter jurisdiction as Defendant asserts this is a mortgagor-mortgagee relationship and not a landlord-tenant relationship, The Court reserved decision on this motion and proceeded to trial.

Testimony of the Parties and Witnesses

Plaintiff MEELP asserts that a 5-day notice pursuant to 25 Del.C §5502 was mailed to Defendant on October 3, 2013 via certificate of mailing. Plaintiff testifies that Plaintiff sold the property in question to Defendant in 2007, and then a deed in lieu of foreclosure was executed based on Defendant's failure to pay the mortgage on October 5, 2012. Plaintiff asserts that in 2012, a verbal rental agreement was made for Defendant to pay rent in the amount of \$500.00 per month to Plaintiff. Plaintiff seeks overdue rent and possession.

Defendant argues that she signed the deed in lieu of foreclosure at settlement in September 2007 and did not know it had been executed in October 2012, so she believed she was paying the mortgage and not rent. Defendant asserts she received no notice regarding the deed in lieu of foreclosure being executed. Defendant submits into evidence a document from June 24, 2009 in which Plaintiff agreed to reduce the mortgage payment to \$500.00 per month. Defendant denies ever entering into a verbal rental agreement.

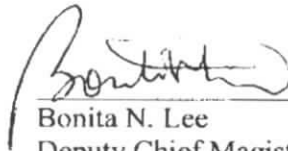
Discussion

The Court finds no evidence to show that Plaintiff and Defendant have a landlord-tenant relationship. The testimony and evidence provided to the Court supports a mortgagor-mortgagee relationship. After considering the testimony and evidence, the Court finds Plaintiff has failed to show the Court that a landlord-tenant relationship exists.

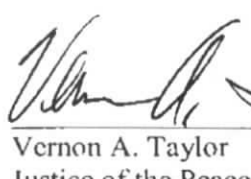
Order

This case is hereby dismissed for lack of subject matter jurisdiction.

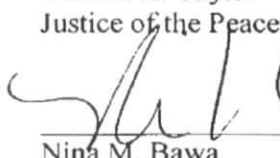
IT IS SO ORDERED this 21 day of January, 2014



Bonita N. Lee
Deputy Chief Magistrate



Vernon A. Taylor
Justice of the Peace



Nina M. Bawa
Justice of the Peace

