

**IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

**COURT ADDRESS:
23730 SHORTLY ROAD
GEORGETOWN DE 19947**

CIVIL ACTION NO: JP17-12-006612

SHADY PARK VS JOYCE CRAWFORD

**SYSTEM ID: 002492
MICHAEL P MORTON
MICHAEL P. MORTON, P.A.
1203 NORTH ORANGE STREET
WILMINGTON DE 19801**

Case Heard: February 11, 2013
Case Decided: January 23, 2013

Appearances: Michael P. Morton, Esq. appeared for the plaintiff. Defendant appeared pro se.

NOTICE OF JUDGMENT/ORDER

ORDER OF THE THREE JUDGE PANEL

Plaintiff filed this action on December 5th, 2012 seeking possession of a rented lot located at 37577 Pear Tree Lane, Selbyville, Delaware as a result of alleged rules violations leading to a breach of the terms of the lease agreement by the Defendant pursuant to 25 Del. Code, Sec. 7010A(b)(1).

Trial below was held on January 11, 2013 and a judgment for possession was entered on that date by the Hon. John C. Martin. An appeal to a three judge panel was requested on January 16, 2013. A trial de novo before a three judge panel consisting of Hon. John J. Adams, Hon. William P. Wood and Hon. Larry R. Sipple was held. Below is the opinion of this panel.

Plaintiff sought possession of the aforementioned premises due to a series of rules violations which constituted a breach of the lease agreement. Plaintiff claimed that the Defendant violated rules outlined in Section 20 of the Shady Park Rules and Regulations, titled "Disturbances," which states in pertinent part, "At all times, Tenant and his guests shall conduct themselves in a way so as not to disturb the quiet enjoyment of other Tenants..." Plaintiff stated the Defendant continued to violate the same rule within a six (6) month period after Shady Park's Manager John Smith issued the Defendant a formal notice to cease activities which violated the aforementioned rules, resulting in a breach of the Lot Lease Agreement.

At trial, Plaintiff submitted into evidence a written notice provided to the Defendant regarding incidents of loud arguments between Defendant and another guest occurring on September 21, September 23, October 13, and October 16th of 2012. Plaintiff cited Joyce Crawford's actions as violating Section 20 of the Shady Park Rules and Regulations of the signed Lot Lease Agreement, when on these specific days, the Defendant became involved in loud arguments with a guest that could be heard by the adjacent neighboring tenants. Plaintiff further stated the tenants complained

that the Defendant continuously utilized offensive "cussing" language, including the continuous use of the "F word" during the arguments.

Plaintiff also provided testimony from Cora and Gary McEachern, the Defendant's neighbors, who both stated they heard Ms. Crawford become involved in loud arguments on numerous occasions with a person identified as "Billy." Both parties stated they could hear Ms. Crawford utilizing numerous words of "cussing" language and frequent use of the "F Word" during the arguments. Ms. McEachern further stated she complained to Park Management personnel in writing regarding the times, frequency, and nature of the arguments originating from Ms. Crawford's residence. Testimony provided by a third party cousin to Gary McEachern, Gloria Bassich, stated that during her visit to the McEachern residence to celebrate Mr. McEachern's birthday, an argument ensued with Ms. Crawford next door. Ms. Bassich described a similar type of upsetting "cussing" language utilized by the Defendant, including the "F Word."

Park Manager John Smith stated he notified the Defendant of the complaints regarding the alleged arguments which violated the Rules and Regulations of the Lot Lease Agreement. Mr. Smith also testified that after Plaintiff was warned through written notification that a similar incident could be considered a breach of the Lot Lease Agreement if it occurred within 6 months of the last complaint cited on October 16th 2012. Mr. Smith stated he then received another complaint on November 11th, 2012 that the Defendant was again screaming and yelling and utilizing similar obscene language. Mr. Smith stated the Plaintiff sent the Defendant a hand-delivered notice of immediate termination of the Rental Agreement.

Defendant did not provide testimony during the trial. However, during cross examination proceedings, Cora McEachern stated to the Defendant that a short time after Ms. Crawford moved into the lot adjacent to hers, she had a brief encounter with her regarding a small argument between her and the Defendant leaving soda boxes on the stoop rather than recycling them. Ms. McEachern stated she never spoke to the Defendant following the described incident where she complained of leaving the recycling outside of the residence.

After a careful review of the evidence and testimony presented, the Court finds that Plaintiff proved by a preponderance of the evidence that the Defendant did violate the rules and regulations, and subsequently breached the provisions of the lot lease agreement after receiving notice to cease her disruptive activities. The Court finds the Plaintiff acted appropriately under the Del. Code, Sec. 7010A(b)(1) in terminating the lease for the reasons listed above.

Therefore judgment is entered on behalf of the Plaintiff and against the Defendant. Possession of the rented lot is awarded to the Plaintiff, along with Court Costs in the amount of \$40.00.



IT IS SO ORDERED this 27th day of February, 2013

Justice of the Peace/Court Official

(SEAL)

Concurring Opinion

While I concur with the other two judges of this panel in awarding judgment to Plaintiff, I feel compelled to elaborate somewhat on the case at bar.

It is clear the legislature deems ... "disruption of the rights of others entitled to the quiet enjoyment of the premises..." as grounds for terminating a rental agreement under 25 Del. C. § 7010A(b)(1). This is certainly unique to the rental arena, as no homeowner, no matter how exclusive the community, is able to dispossess their neighbor of his home under a similar set of circumstances.

More disturbing is the fact that more reasonable heads did not prevail in this matter. First, the McEacherns did not once approach the Defendant (hereinafter "Crawford") regarding the fact that she was disturbing their quiet enjoyment. Instead, they went directly to management, demanding action and apparently threatening to move out unless Crawford's lease was terminated. Second, the park manager never contacted Crawford in person until a decision had already been made to terminate her lease and he met with her to inform her of that fact. It is noteworthy that since Ms. Crawford was contacted in person by the park manager on November 11, 2012, there has been no other incident.

Lastly, I would be remiss not to mention the fact that Crawford had been laid off from work the same week she cursed loudly enough for her neighbor to hear. The legislature has not given this Court the discretion to consider this fact, but the party that brought this action was not so constrained. Crawford's conduct is not to be condoned. But rendering a mother and her teenage daughter homeless under such circumstances, though sanctioned by law, seems antithetical to the concepts of community and neighborliness. §7019(b) of title 25 requires a landlord to enforce the rules of the community uniformly. In the case sub judice Shady Park has established a low threshold of tolerance leaving apparently very little room for reasonable negotiation for any future infractions.

Reservations aside, Plaintiff has met the burden of proof necessary to prevail and judgment should be awarded in favor of Shady Park and against Joyce Crawford.



IT IS SO ORDERED this 27th day of February, 2013

Wm P Wood (SEAL)
Justice of the Peace/Court Official

NOTICE OF APPEAL RIGHTS

Any party has 15 days starting the day after the judgment is signed by the judge to appeal the judgment of the Justice of the Peace Court to the Court of Common Pleas of the above county. If the judgment involves an action for summary possession in a landlord/tenant case, then either party has 5 business days, starting the day after the judgment is signed by the judge, to appeal the judgment to a three judge panel at the Justice of the Peace Court where the judgment was ordered. You must complete all of the appeal requirements within those periods. To prevent dismissal, the appeal must name all of the parties as they were originally named in the Justice of the Peace Court action. (This applies even if the action was dismissed in the Justice of the Peace Court against one or more of the parties.) Additional information on

appeal procedures is found in the attached sheet entitled "Justice of the Peace Courts Civil Post-Judgment Procedures". (J.P. Civ. Form No. 14A) If no appeal is filed, parties may remove all exhibits from the Court no sooner than 16 days and no later than 30 days, from the date of this judgment. If not removed, the Court may dispose of the exhibits without further notice to the parties.

Final Date of Appeal of a Civil Case to the Court of Common Pleas is 15 days from the judgment.

Final Date for Appeal of a Landlord/Tenant case to a 3 Judge Panel is 5 days from the judgment.