



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: @2863
APPLEBAUM MANAGEMENT, LLC
713 GREENBANK ROAD
WILMINGTON, DE 19808

VS.

Civil Action No.: JP13-14-007186

SYSTEM ID: @2684428
DORA PRUITT
28 1/2 MOWERY ROAD
NEW CASTLE DE 19720

ORDER OF JUDGMENT
ON TRIAL DE NOVO

Decision following Trial *De Novo* heard September 4, 2014.

ORDER.

On Plaintiff's claim seeking possession and costs of filing.

**JUDGMENT FOR PLAINTIFF as to money claimed while possession is retained by the
DEFENDANT**

Frank Matthews, Form 50 agent for Plaintiff

Dora Pruitt, Defendant represented herself

Lee, Bawa, Hanby

Trial De Novo

All parties were present and a three-judge panel consisting of Hon. Bonita Lee, Hon. Nina Bawa, and Hon. James R. Hanby, Sr. heard the trial de novo appeal of the judgment entered July 28, 2014. In the original hearing judgment had been entered for the plaintiff for both possession and past due rent.

Plaintiff's Form 50 agent, Frank Matthews testified that sometime around April the subject property's owner contracted with his firm to manage the property and evict the defendant for unpaid rent. Mr. Matthews testified that he sent the defendant a five -day letter showing \$1230.00 due on June 6, 2014 and those payments had not been made, leaving rent and late fees in the amount of \$2570.00 due and owing at this time. This amount represents rent and late fees from May through August, plus per diem for the first four days of September.

He introduced into evidence the lease that the owner, Richard Goddard had entered into with the defendant, for a period that started on July 1, 2011 and was to be for one year. Since that time the parties have continued under the terms of the previous lease in a month to month capacity.

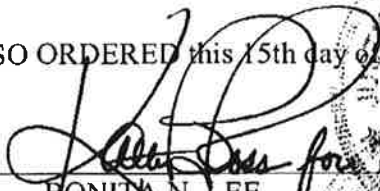
He further testified that the defendant had not paid numerous months prior to their management of the property but that today they were only seeking the amount due during the time they managed the property.


Defendant Pruitt, testified that she did not disagree that she owed rent but felt that because of the actions of the owner the amount she owed should be reduced. She testified that on or about April 17, 2014 the owner had the water cut off to the property in question and that since that time she has had no water in the unit. She testified that in spite of making arrangements to pay the amount owed the water company refused to put the water back in her name and refused to reconnect the water without the permission of Mr. Goddard the owner.


Based on the evidence and testimony offered in this matter the trial panel has concluded the following, first the owner disconnected the water and refused to allow water to be reconnected to the property during the time in question of this case and therefore the defendant is entitled to a rent abatement in the amount of two thirds of the rent due. Further the court finds that the lease entered into evidence does not allow for a late fee, therefore any and all late fees claimed are stricken. Therefore the rent due and owing for the time frame covered in this matter is \$2480.00 which reduced by two thirds amounts to \$826.66. The plaintiff included a late fee in the five day letter sent and therefore the five day letter is inflated, as such possession cannot be granted to the plaintiff in this matter.

In conclusion, the panel finds for the plaintiff in the amount of \$826.66, \$41.50 Court costs plus per diem of \$6.66 from September 4, 2014 until such time as the water is restored or the premises is vacated. Possession is to remain with the defendant; however the defendant agrees to vacate the property on or before September 15, 2014.

IT IS SO ORDERED this 15th day of September, 2014


BONITA N. LEE
Deputy Chief Magistrate


NINA M. BAWA
Justice of the Peace


JAMES R. HANBY, SR.
Justice of the Peace

