

**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: JP16-14-001332

CARTER A CHASE V DENISE VERA AND WILFRED RANDALL

**SYSTEM ID: @2660117
CARTER A CHASE
C/O S. DEAN
12322 WILLOW GROVE ROAD
CAMDEN DE 19934**

ORDER

C.M. Davis, for the Court

This is a summary possession action brought by the plaintiff, Carter Chase, against defendants Denise Vera and Wilfred Randall, seeking possession and damages as a result of a failure to pay rent. The case was originally heard by a single judge on April 1, 2014. Plaintiff prevailed in that action, and Defendants perfected a timely appeal. Trial de novo was held on June 12, 2014. Chief Magistrate Davis, Judge Murray, and Judge Dillard constituted the panel. This is the Court's decision after trial. For the reasons set forth below, the Court dismisses this action for lack of jurisdiction and provides the parties an opportunity under 10 Del. C. §1902 to transfer the case to a court of competent jurisdiction.

Facts

The Court finds the following facts in this case:

On October 3, 2012, the parties entered into a lease agreement for a mobile home located in the Dover Air Park mobile home park. Rent was to be \$820 per month, according to the lease. The term of the lease was to be one year. Testimony revealed that the lease payment was broken into two parts: \$365 for lease of the home and \$455 for ground lease. At the beginning of the lease, Plaintiff would collect the full amount, and then pay the lot rent to the park owner. At some point during the lease, the defendants began paying the lot rent directly to the park and paying Chase the rent for the mobile home.

Handwritten on the copy of the lease introduced into evidence is a provision that states: "One year lease. No miss [sic] payment [sic] will able [sic] you to start buying the home with deposit after the one year lease and have to have park owner renew year park lease." The parties agree that the intention of everyone was to enter into a situation where the defendants would be able to purchase the home at some point. No information was presented to the Court relating to the price or conditions of any sales agreement, but the parties submitted that a sale was their intent.

To that end, Chase approached the park owner sometime well prior to the defendants taking possession of the property and told him of the plan for a conditional sale. According to the testimony

6CF14J (Rev. 9/15/04)

of Plaintiff, the lot owner would require the purchaser's name to be on the title to the mobile home prior to letting them go on the lot rental agreement. On August 31, 2012, Plaintiff caused DMV to issue a new title for the mobile home, naming Denise Vera as a joint owner in the mobile home.

Vera and Randall paid the amount stated in the lease for a year. At the end of the year lease term, they continued paying the lot rent directly to the park owner but quit paying Chase. The last payment made to Chase occurred in September 2013. On March 6, 2014 Chase caused a five-day notice for rent due to be sent to Vera and Randall through his attorney and subsequently brought this action.

Arguments

Plaintiff argues that he is entitled to possession of the property and rent in the amount of \$4286.63, accounting for all rent since October, late fees and per diem rent to the day of trial, plus accruing rent. Plaintiff has calculated the rent based on the contract amount; there is no accounting for the rent paid to the park owner. Plaintiff discounts any importance of the fact that he put Ms. Vera on the title to the home, insisting that, he was at all time the "equitable owner of the home" and that the action was taken only to appease the demands of the park owner.

Defendants claim that rent is not due since Ms. Vera is a part owner of the home. They allege that they made payments during the course of that year, but are not obligated to make any payments, except to the park owner.

Discussion

The transfer of title to property, while not a definitive expression of the intent of the parties, carries with it certain rights. If the transfer of all of the rights inherent in that title is not the intent of the parties, a constructive trust may be established.¹

In the case before the court, the parties entered into a lease agreement after the title to the home had been issued in the name of one of the prospective tenants. Plaintiff maintains that this action was taken only to meet the demands of the park owner, and that Plaintiff at all times was the "equitable owner of the home". However, this creates a situation that is something other than a landlord-tenant relationship. This set of facts requires an equitable remedy.

No court may act without jurisdiction over the matter before it. The question of subject matter jurisdiction may be considered by the Court, even where not raised by the parties.² Subject matter jurisdiction may not be conferred on a Court by consent or by agreement of the parties.³

This court has very limited powers in equity. Those powers are related only to the determination of the rights of parties in a landlord-tenant relationship⁴ or tenancies statutorily created due to the failure of a conditional sale of real estate⁵. Although this case may well involve a conditional sales agreement, if such an agreement exists it relates to the sale of a chattel – the mobile home - and not real estate, so the provisions of 25 Del. C. §314(d) are not applicable.

¹ *Taylor v. Jones*, 2006 WL 1510437, Del. Ch., 2006.

² *Mehiel v. Solo Cup Co.*, 2005 WL 1252348, Del. Ch. (2005).


³ *Maxwell v. Yetter*, 311 A.2d 864, Del.Supr. (1973)

⁴ *Continental Coach Crafters, Co. v. Fitzwater*, 415 A. 2d 785, Del. Super. (1980); *Wilkerson v. Better Homes of Laurel, Inc.*, C.A. 618, Del. Ch. (1976).

⁵ 25 Del. C. §5101 (c); 25 Del. C. §314(d)(3).
6CF14J (Rev. 9/15/04)

In short, this Court has no jurisdiction to craft a remedy for these parties. As such, this case is dismissed for lack of subject matter jurisdiction. Pursuant to 10 Del. C. §1902, the parties may elect to transfer this case to a court of competent jurisdiction within 60 days of the date of this order.

IT IS SO ORDERED this 1st day of July, 2014

 *James J. Perry* for C.M. Alan G. Davis
Chief Magistrate Alan G. Davis