COURT OF COMMON PLEAS FOR THE STATE OF DELAWARE

WILMINGTON, DELAWARE 19801

John K, Welch Judge

January 15, 2013

Hafeezah Salaam 1117 E. Orange Street Lakeland, FL 33801 Plaintiff-below Shayne Broadwater 1309 E. 23rd Street Wilmington, DE 19802 *Defendant-below*

Re: Shayne Broadwater v. Hafeezah Salaam CPU4-12-001738

LETTER OPINION

Dear Ms. Salaam and Ms. Broadwater:

This is an appeal *de novo* brought pursuant to 10 *Del. C.* § 9571. Trial in the above captioned matter took place on December 20, 2012 in the Court of Common Pleas, New Castle County, State of Delaware. Following the receipt of documentary evidence¹ and sworn

¹ Delaware Rule of Evidence 401 states that relevant evidence is "evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." After a contentious trial, the Court received the following relevant items into evidence concerning the security deposit and the forwarding address: Plaintiff's Exhibit # 1 - included all letters sent from Ms. Salaam to Ms. Broadwater. The first letter is dated October 21, 2011 and states "In reference to Security Deposit" and Ms. Salaam requests her \$950.00 security deposit. This letter lists the return address of 1117 & Orange Street, Lakeland, Florida with a phone number. The second letter is dated November 22, 2011 and is Ms. Salaam's second request for the security deposit. The letter also states that Ms. Broadwater picked up the keys from Ms. Salaam on October 2, 2011 at 923 Lombard Street, Wilmington, Delaware. The third letter is dated January 3, 2012 and is Ms. Salaam's third request for the security deposit, and states that Ms. Broadwater knew the Florida forwarding address but sent a list of damages to a vacant unit anyway. Plaintiff's Exhibit #6 - A receipt for \$950.00 dated June 30, 2009 for a security deposit for 502 Washington Street. Plaintiff's Exhibit #7 - A letter from Wilmington Housing Authority dated January 9, 2012 to Ms. Broadwater stating that she is responsible for refunding any overpayment to the residents. Defendant's Exhibit #8 - An envelope sent from Ms. Broadwater to Ms. Salaam that was sent to 502 Washington St., Wilmington, Delaware and was dated October 20, 2011. Defendant's Exhibit #9 - A letter dated October 18, 2011 with a breakdown of damages totaling \$1,295.00 and stating that Ms. Salaam still owes \$340.00. Defendant's Exhibit #9(a) - letter from Ms. Broadwater to Ms. Salaam dated January 10, 2012 breaking down the damages and stating that the original certified mail was returned to her on October 18, 2011. Defendant's Exhibit #11 - Certified Mail Receipts for a delivery of mail to Hafeezah Salaam in Lakeland, Florida. The only signature of Ms. Salaam's is dated March 3, 2012. Defendant's Exhibit #14 -Photographs of damage to 502 Washington Street rental house. Defendant's Exhibit #16 - Statement of Direct Deposit from Wilmington Housing Authority, which lists HAP for Ms. Salaam in the amount of \$1,002.00 for June 2011. Defendant's Exhibit #17 - Letter from Ms. Broadwater to Ms. Salaam dated October 6, 2009, requesting

testimony, the Court reserved decision. As advised by the Court at trial, the sole issues are: (1) whether Plaintiff-below ("Ms. Salaam") is entitled to double the security deposit because Defendant-below ("Ms. Broadwater") failed to provide an itemized list of damages; (2) whether Ms. Salaam left a sufficient forwarding address to recover double the security deposit; (3) whether Ms. Salaam is entitled to reimbursement of money from the Wilmington Housing Authority Shortfall program; and (4) whether Ms. Broadwater is entitled to pro-rated rent for an eight-day period when Ms. Salaam moved in to the house prior to signing the lease. This is the Court's Final Decision and Order entering judgment in favor of Ms. Salaam for double the security deposit and for the return of the HAP refund money.

I. The Facts

This a landlord-tenant action filed by Ms. Salaam seeking double damages of a security deposit pursuant to 25 *Del C.* § 5514(f), (g), and \$254.64 kept by Ms. Broadwater from Ms. Salaam's refund of the Wilmington Housing Authority Shortfall Program, and court costs. Ms. Salaam leased a house from Ms. Broadwater located at 502 Washington Street in Wilmington, Delaware. The parties signed the lease on July 10, 2009. However, Ms. Broadwater claims that she allowed Ms. Salaam to move in eight days early on July 2, 2009, and Ms. Broadwater is seeking reimbursement of \$254.64 for those eight days of rent. Ms. Salaam gave the proper sixty day notice of her intention to vacate, and the lease terminated on October 1, 2011.

Ms. Salaam's first witness was her mother, Sakeenah Salaam. Sakeenah testified that Ms. Salaam gave Ms. Broadwater \$950.00 for a security deposit in July 2009. Additionally, Sakeenah presented some testimony that Ms. Broadwater told Ms. Salaam that she could stay for

\$254.64 for eight days Ms. Broadwater allowed Ms. Salaam to move in early before the lease was signed. The lease was signed on July 10, 2009 and Ms. Broadwater allowed Ms. Salaam to move in on July 2, 2009.

eight days before the lease was signed at no cost. It was not until two years later that Ms. Broadwater asked for money for the eight days prior to the signing of the lease.

Ms. Salaam's second witness was Ms. Broadwater. Ms. Broadwater testified that she went to 923 Lombard Street to pick up the keys from Ms. Salaam on October 2, 2011, after Ms. Salaam had moved out. Ms. Broadwater insisted that she knew where the house on Lombard Street was, that she went to it, but she also claimed she did not have knowledge of the address. Ms. Broadwater stated that she mailed a letter containing the itemized list of damages to Ms. Salaam at the vacant 502 Washington Street address because Ms. Broadwater claimed that Ms. Salaam did not provide a forwarding address. Ms. Broadwater, however, knew that Ms. Salaam was planning on moving to Florida and Ms. Broadwater was aware that Ms. Salaam would be staying at her mother's until Ms. Salaam moved to Florida. Ms. Broadwater also admitted that she retained a \$254.64 overpayment from the Wilmington Housing Authority Shortfall Fund.

Ms. Salaam then testified during Plaintiff's case-in-chief. Ms. Salaam testified that she never received an itemized list of damages until sixty days later in January 2012. Ms. Salaam stated that Ms. Broadwater refused to return the HAP shortfall money and that the money cannot be withheld. Ms. Salaam testified that there was never an agreement for repayment for eight days of rent. Ms. Broadwater admitted to going to Ms. Salaam's interim address – Sakeenah's home on Lombard Street. Ms. Broadwater went there a couple days after the lease terminated to pick up the keys. Ms. Salaam stated that Ms. Broadwater knew that Ms. Salaam was staying at this address until moving to Florida. Ms. Broadwater never refuted Ms. Salaam's testimony.

II. The Law

The governing law of the instant dispute between the parties is the Delaware Landlord-Tenant Code's security deposit statute, 25 *Del. C.* § 5514 *et seq.* Twenty-five *Del. C.* § 5514(f)

requires a landlord to provide tenants with an itemized list of damages within twenty days after the termination or expiration of the lease.² If a landlord fails to meet the twenty day requirement imposed by sub-section (f), then under § 5514(g), a tenant may recover double the amount of the security deposit.³ However, the statute also provides that if the tenant fails to provide the landlord with a forwarding address "at or prior to the termination or expiration" of the lease, then the landlord is absolved of the liability for double damages.⁴

In a civil claim for breach of contract, the burden of proof is on the Plaintiff to prove the claim by a preponderance of the evidence.⁵ To state a claim for breach of contract, the plaintiff must establish the following: (1) a contract existed between the parties; (2) the defendant breached the contractual obligations; and (3) as a result of the breach, the plaintiff suffered damages.⁶

III. Discussion

Based upon the record produced at trial, the Court finds that Ms. Salaam has proven by a preponderance of evidence that Ms. Broadwater failed to produce an itemized list of damages within twenty days of the termination of the lease. First, Ms. Broadwater's attempt to send an itemized list of damages to a vacant unit does not meet the statutory requirements of 25 *Del. C.* § 5514(f) because the evidence produced at trial shows that Ms. Broadwater knew that Ms. Salaam was not at the home. Moreover, Ms. Broadwater went to the house at Lombard Street, which was Ms. Salaam's interim residing address until moving to Florida. Second, Ms. Salaam produced

² Mayers v. Rice, 2001 WL 1555649, at *1 (Del. Com. Pl. Jan. 19, 2001) (citing 25 Del. C. § 5514(f)). ³ 25 Del. C. § 5514(g).

⁴ Patton v. Weil, 2004 WL 1177217, at *2 (Del. Com. Pl. May 27, 2004) (citing 25 Del. C. § 5514(h)).

⁵ Interim Healthcare, Inc. v. Spherion Corp., 844 A.2d 513, 545 (Del. Super. 2005).

⁶ VLIW Technology, LLC v. Hewlett-Packard Co., 840 A.2d 606, 612 (Del. 2003).

several letter requests to Ms. Broadwater for the return of the security deposit and a list of damages.

Ms. Broadwater argued that she sent the list of damages to the vacant unit because she did not know where Ms. Salaam was living. This, however, is refuted by evidence that shows Ms. Broadwater knew exactly where Ms. Salaam's forwarding address was at or before the termination of the lease because Ms. Broadwater went to the address to pick up keys. Additionally, Ms. Salaam testified that she had provided Ms. Broadwater with her interim forwarding address before moving out of 502 Washington Street. Ms. Broadwater never disputed this testimony at trial. Therefore, the Court finds by a preponderance of the evidence that Ms. Broadwater had actual knowledge of Ms. Salaam's forwarding address at or before the termination of the lease pursuant to 25 *Del. C.* § 5514(h), entitling Ms. Salaam to \$1,900.00, double the \$950.00 security deposit under 25 *Del. C.* § 5514(g).

Next, the Court finds that Ms. Salaam is entitled to reimbursement of the money Ms. Broadwater withheld from the overpayment for the HAP Fund. Ms. Broadwater admitted to retaining \$254.64 of the \$580.00 overpayment from the Wilmington Housing Authority. The letter to Ms. Broadwater from HAP stated that Ms. Broadwater had the responsibility for the return of the entire \$580.00 payment to the tenant. It was improper for Ms. Broadwater to keep this money for eight days of rent. Therefore, Ms. Salaam is entitled to \$254.64 withheld from the HAP refund overpayment.

Finally, with regard to Ms. Broadwater's counterclaim for eight days of rent, the Court finds that there was no lease agreement between the parties for this eight day period. Hence the Court must determine whether there was an enforceable oral contract for repayment at a later date. Ms. Broadwater testified that there was never an agreement for Ms. Salaam to pay Ms.

Broadwater for eight days of rent. Ms. Broadwater was unable to provide any written

documentation showing that Ms. Salaam was obliged to pay for this period, and Ms. Broadwater

further conceded that the lease had not been signed. The Court finds that Ms. Broadwater failed

to prove that there was an agreement for the eight days by a preponderance of the evidence.

Therefore, the Court enters judgment in favor of the plaintiff in the amount of \$2,154.64,

plus post-judgment interest under 6 Del. C. § 2301 et seq and costs.

IT IS SO ORDERED this 15th day of January 2013.

John K. Welch Judge

cc: Ms. Tamu White Civil Case Manager

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