

**IN THE JUSTICE OF THE PEACE COURT NO. 16
OF THE STATE OF DELAWARE IN AND
FOR KENT COUNTY**

DOVER EAST ESTATES,	:	C.A. No. JP16-16-007600
	:	
	:	
Plaintiff Below,	:	
Appellant,	:	
	:	
v.	:	
	:	
ROBYN MOORE,	:	
	:	
	:	
Defendant Below,	:	
Appellee.	:	

TRIAL DE NOVO

Submitted: January 27, 2017
Decided: January 31, 2017

Dover East Estates, Plaintiff/Appellant, represented by current Form 50 agent Karen Kemp.

Robyn Moore, Defendant/Appellee, *pro se*.

ORDER

Murray, J¹
Darling, J
Sherlock, J

¹ Judge Murray writing on behalf of the Court.

On January 27, 2017 this Court, consisting of the Honorable James A. Murray, the Honorable Pamela Darling and the Honorable Michael P. Sherlock, acting as a special court pursuant to 25 *Del. C.* § 5717(a)² held a trial *de novo*³ in reference to a Landlord/Tenant Summary Possession petition filed by Dover East Estates (hereinafter referred to as Plaintiff), against Robyn Moore (hereinafter referred to as Defendant). For the following reasons the Court enters judgment in favor of the *Plaintiff in-part*.

Factual and Procedural Background

Plaintiff filed a Landlord/Tenant Summary Possession petition with Justice of the Peace Court No. 16 seeking possession, court costs, accrued rent, relocation trust fund and post-judgment interest at the current legal rate. This action is based on Defendant's failure to pay rent. Trial was held on January 4, 2017 and judgment was entered in favor of Defendant.⁴ Plaintiff filed a timely appeal of the Court's Order pursuant to 25 *Del. C.* § 5717(a). Consequently, trial *de novo* was scheduled and held.

² 25 *Del. C.* § 5717(a). *Nonjury trials*. With regard to nonjury trials, a party aggrieved by the judgment rendered in such proceeding may request in writing, within 5 days after judgment, a trial *de novo* before a special court comprised of 3 justices of the peace other than the justice of the peace who presided at the trial, as appointed by the chief magistrate or a designee, which shall render final judgment, by majority vote....

³ *De novo* trial. Trying a matter anew; the same as if it had not been heard before and as if no decision had been previously rendered. Black's Law Dictionary 435 (6th ed. 1990).

⁴ *Dover East Estates v Moore*, Del. J.P., C.A. No. JP16-16-007600, Sweet, J. (Jan. 5, 2017).

Testimony and Evidence

Plaintiff introduced documentary evidence as follows: lease agreement signed by the Parties dated January 7 2015⁵, lease agreement dated January 1, 2016 without signatures but with proof of mailing⁶, 90 day notice of rent increase for 2017 with proof of mailing⁷, an accounting ledger sheet⁸, seven (7) day demand notice dated February 16, 2016 with proof of mailing⁹, seven (7) day demand notice dated October 11, 2016 with proof of mailing¹⁰, seven day demand notice dated November 9, 2016 with proof of mailing.¹¹

Defendant did not offer any testimony or exhibits, only cross-examination of Plaintiff.

Discussion

When evidence is in conflict, the Court must resolve those conflicts “if reasonable possible[,] so as to make one harmonious story.”¹² While Plaintiff submitted a number of exhibits she provided very little testimony

⁵ Plaintiff’s exhibit #1.

⁶ Plaintiff’s exhibit #2.

⁷ Plaintiff’s exhibit #3.

⁸ Plaintiff’s exhibit #4.

⁹ Plaintiff’s exhibit #5.

¹⁰ Plaintiff’s exhibit #6.

¹¹ Plaintiff’s exhibit #7.

¹² Nat’l Grange Mut. Ins. Co. v Nelson F. Davis, Jr., 2000 WL 33275030 at *4 (Del. Com Pl. Feb. 9, 2000).

regarding said exhibits. Because Plaintiff provided so little testimony supporting her exhibits the Court was left to try and resolve accounting discrepancies between demand letters, accounting ledger sheet and her testimony to determine the current amount of rent and fees due, if any. Further, no testimony was provided as to whether Plaintiff is seeking possession of the rental unit.

After review the Court finds Plaintiff has proven part of her claim by a preponderance of evidence. The Court will enter a monetary judgment for Plaintiff and possession shall remain with Defendant.

Conclusion

Based on the Court's fact finding inquiry, the Court's above-referenced conclusions of law and by a preponderance of evidence, the Court by unanimous verdict enters ***JUDGMENT for PLAINTIFF in-part.***

The Court hereby enters ***JUDGMENT*** as follows:

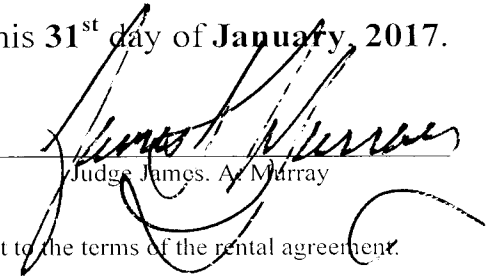
Judgment amount: ***\$406.30*** (Rent due through date of this written order).¹³

Post-Judgment Interest @ ***6.25%***

Possession shall remain with the ***Defendant.***

The Court announced its decision and full rationale in open court and reduced its decision to writing this date.

IT IS SO ORDERED, this 31st day of January, 2017.



Judge James. A. Murray

¹³ Defendant advised in open court February's rent is due pursuant to the terms of the rental agreement.