



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: @2966837  
JEFFREY STEVENSON  
938 E 27TH STREET  
WILMINGTON, DE 19802

VS.

Civil Action No.: JP13-17-005852

SYSTEM ID: @2966838 / @2966839  
SEAN JORDAN / NAKEIA DEVINE  
620 E 22ND STREET  
WILMINGTON DE 19802

**Appearances:**

Plaintiff Jeffrey Stevenson appeared pro se  
Defendant Nakeia Devine appeared pro se  
Defendant Sean Jordan failed to appear

Before: McCormick, J.; Lopez, J.; Hanby, J.

Heard: August 7, 2017  
Decided: August 8, 2017

**ORDER OF JUDGMENT  
ON TRIAL DE NOVO**

On today's date the panel went forth in an appeal *de novo* regarding the above-captioned matter. Present was Plaintiff Jeffrey Stevenson and Defendant Nakeia Devine; Defendant Sean Jordan failed to appear.

At issue was a debt for rent and utilities claimed by Plaintiff for the months of May and June, 2017.<sup>1</sup> Plaintiff contested that rent was due in the amount of \$900/month and a late fee of \$40/month. Also, Plaintiff held that an unpaid water bill existed in the amount of \$282.42. Given the lack of payment, Plaintiff sought possession of the unit. The Plaintiff evidenced a 5-day letter of demand of payment as well as proof of mailing. The letter was deemed by the panel sufficient for its purpose and

<sup>1</sup> Customarily, the panel would consider any and all debts that had come pending in the interim between the date of filing of the matter and the date of its adjudication. In this instance, the Plaintiff filed separate filings for rent for May and June, 2017 and July, 2017 onwards (the second filing, still pending) based upon the working of the original judgment issued regarding this instant matter. Accordingly, the panel elected to only consider debt claimed for the months of May and June, 2017 in its consideration of this case.

timely-sent. Also presented in evidence were copies of the water bill. No lease was presented; the Plaintiff advised that he had agreed to allow the Defendants to move into the residence at the end of November 2016 with the tenancy to commence effective December 1, 2016. He presented the Defendants with a lease after they moved in, but they never returned it to him signed. Although he did not have a copy of the lease he claimed to have presented to the Defendants, the Plaintiff did present to the panel leases for other residences in the same block owned by him to establish that it is his business practice that payment of the water bill is the tenant's responsibility.


The Defendant testified that rent went unpaid due to a dispute over who was responsible to pay the water bill. She claimed that she and Mr. Jordan were never informed that they would have to pay the water bill; the only payment she believed due was the rent of \$900/month. She claimed that it was only when the Plaintiff received from the City of Wilmington a quarterly water bill in May, 2017 that payment became an issue. It was at that time that, after receiving the 5-day letter of demand that the Defense elected to withhold their rent until the dispute over the water bill issue was resolved. Despite her assertion that the unsigned lease freed the Defendants from any obligation to pay the water bill, the lease was not available for review. (Indeed, Ms. Devine had no evidence with her at all to present. She advised that she didn't know she needed it for this day's proceedings – much to her detriment.)


In response to Ms. Devine's testimony, Mr. Stevenson presented a previous 5-day letter from January, 2017 to Ms. Devine along with proof of mailing. On cross-examination, Ms. Devine admitted that she had received it. On the document, a claim was made for both a rental debt and an unpaid water bill.

The fact that that document – the January 5-day – was admittedly received overcame the Defense contention that they were unaware that the Plaintiff believed the water bill their responsibility until May of 2017. To the contrary, from the onset of the leasehold, the Plaintiff pressed a claim for the water bill. Further and in support of that claim, the Plaintiff was able to evidence by supplying other contemporaneous leases that making the debt for the water bill the tenant's responsibility is his regular business practice. Since the lease in question was last in the custody and care of the Defense, and since the document was not present for the panel to examine, the Defense claim that the lease absolved them of payment of the water bill was unsupported and thus rejected by the panel.

Judgment was therefore entered in favor of the Plaintiff Jeffrey Stevenson and against Defendant Nakeia Devine in the amount of \$2,162.42 (this amount being 2 months' rent at the rate of \$900 per month plus late fee in the amount of \$40 per month and the water bill of \$282.42) plus \$40.00 Court costs, post-judgment interest on the debt at the legal rate of 6.75% per annum, and possession of the unit. Judgment by Default was likewise ordered against Defendant Sean Jordan.

IT IS SO ORDERED this 08th day of August, 2017

  
(for) SEAN P. MCCORMICK  
Justice of the Peace

  
ROBERT C. LOPEZ  
Justice of the Peace

  
(for) JAMES R. HANES  
Justice of the Peace

