

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13

TIMOTHY BURLEY
Plaintiff Below,
Appellant

VS

KIANA WATSON
GERALD SEENEY
Defendant Below,
Appellee

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§ C.A. No. JP13-19-000559
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TRIAL DE NOVO

Submitted: March 26, 2019

Decided: March 28, 2019

APPEARANCES:

Plaintiff/Appellant, Timothy Burley appeared *pro se*
Defendant/Appellee Kiana Watson appeared *pro se*
Defendant/Appellee Gerald Seeney-Benson failed to appear

Sean P. McCormick, Deputy Chief Magistrate
Cheryl McCabe-Stroman, Justice of the Peace
Kerry Taylor, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY
COURT NO. 13**

CIVIL ACTION NO: JP13-19-000559

TIMOTHY BURLEY VS KIANA WATSON ET AL

ORDER ON TRIAL DE NOVO

On March 26, 2019, the Court convened for a trial *de novo* on a matter filed as a Landlord-Tenant Summary Possession action brought by Plaintiff/Appellant Timothy Burley, hereinafter referred to as "Plaintiff" against Kiana Watson and Gerald Seeney-Benson, hereinafter referred to as "Defendants".

During the course of pre-trial discussions with the parties present, the *de novo* panel was able to conclude without proceeding to trial that a Landlord-Tenant Relationship does not exist.

Delaware's Landlord-Tenant Code is found in 25 *Del. C.* Chapter 51 et. seq. In § 5101(a), Applicability of the Code, it states:

This Code shall regulate and determine all legal rights, remedies and obligations of all parties and beneficiaries of any rental agreement of a rental unit within this State, wherever executed. ...

The Code goes on in § 5141 (15)(a), to define that a landlord shall mean:

The owner, lessor or sublessor of the rental unit or the property of which it is a part and, in addition, shall mean any person authorized to exercise any aspect of the management of the premises including any person who, directly or indirectly, receives rents or any part thereof other than as a bona fide purchaser and who has not obligation to deliver the whole of such receipts to another person.

The Code goes on in § 5141 (33), to define that a tenant shall mean:

...a person entitled under a rental agreement to occupy a rental unit to the exclusion of others...

Where both Plaintiff and Defendant fail to fall within the stated definitions of *Landlord* and *Tenant* set forth in the Landlord-Tenant Code as stated above, this Court has no jurisdiction over the matter as a landlord-tenant case. In the instant case, the panel determined, pre-trial, the relationship between the parties resembles that of a mortgagee/mortgagor. The parties had actually engaged in the sale of the residence located at 2236 North Pine Street, Wilmington, DE 19802, by executing and officially

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