

JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17

JOHN LUCAS
Plaintiff Below,
Appellee,

VS

RHONDA GAWRONSKI
Defendant Below,
Appellant,

§
§
§
§
§
§
§
§
§
§

C.A. No. JP17-19-001436

TRIAL DE NOVO

Submitted: April 8, 2019
Decided: April 10, 2019

APPEARANCES:

The parties were self represented.

Justice of the Peace, Christopher A. Bradley
Justice of the Peace, Deborah J Keenan
Senior Justice of the Peace, John C. Martin

Martin for the Court

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

CIVIL ACTION NO: JP17-19-001436

JOHN LUCAS VS RHONDA GAWRONSKI

ORDER ON TRIAL DE NOVO

The Court has entered a judgment or order in the following form:

On March 4, 2019 the Plaintiff filed this action against the Defendant seeking to recover holdover rent and possession of a rented room at the home located at 3812 James A. Street, Rehoboth Beach, Delaware. Trial was held on March 22, 2019 and judgment on behalf of the Plaintiff was entered the same day. On March 27, 2019 the Defendant filed a timely appeal of this judgment pursuant to 25 Del.C. Section 5717. This is the decision of the Three Judge Panel hearing the appeal as a Trial De Novo.

Prior to trial the Defendant stated that she had been prevented by a Court Order and the Court Staff from requesting the appointment of counsel for her in this case.

HISTORY

The Plaintiff testified that he is the owner of the home in question and he rents three rooms there to three tenants, one of whom is the defendant. The Defendant's monthly rent is \$700.00. On December 31, 2018 the Plaintiff provided the Defendant with a Notice to Quit, giving her until March 1, 2019 to do so. On the same date, the Defendant sent a text message to the Plaintiff referring to the Notice to Quit. The text included an allegation of retaliation by the Plaintiff and the other two tenants against her and referred to them as criminals. The Plaintiff entered into evidence copies of a receipt for the payment of rent he had given to the Defendant, the Notice to Quit and the text message from the Defendant. The Defendant acknowledged she had previously received these documents.

The Defendant did not vacate her room on March 1 and continued to pay rent through March 31. When she did not vacate as required, this action was filed.

The Defendant testified that she believed that she was protected from eviction because of the operation of Section 5316 of Delaware's Landlord-Tenant Code (Code), which provides protection for victims of domestic abuse, sexual offenses and/or stalking. She alleged that the stalking began in 2017 by employees of the US Postal Service. Since then, the Plaintiff and the other two tenants at this home conspired in some way with the Apple Company and the Xfinity Company to manipulate her telephone service. She also testified that she has had problems with someone sabotaging her personal information and she has filed a complaint with the Social Security Administration about this. She believed that the Plaintiff and her co-tenants were involved with this.

VIEW YOUR CASE ONLINE: <https://courtconnect.courts.delaware.gov>

The Defendant believed that she was also protected from eviction because the Plaintiff was operating a mental health facility at his home and this created the grounds for placing the property in receivership as provided in Chapter 59 of the Code.

DISCUSSION

The Court will first address the Defendant's assertion that she was prevented from requesting the appointment of counsel by a Court Order or the Court staff. In the judgment in case JP17-19-001280, the Court found that the Defendant was filing frivolous pleadings and ordered that she have an attorney review any pleadings before they were filed with the Court; however, the Court specifically exempted the case now at bar (JP17-19-001436) from this requirement. Therefore, no bar was created in this case to the Defendant's actions by any Order of the Court.

The Court also examined a series of emails originated by the Defendant to the Court on April 3, 2019 in which she asked about the appointment of counsel for her. Court staff responded to the emails and ended by explaining to the Defendant what types of filings can be made by email and which require other means. The staff also provided the Defendant with phone numbers for the Legal HelpLink service. None of the staff's communications discouraged the Defendant from obtaining counsel.

The Defendant is a tenant of the Plaintiff under a month to month lease. Section 5106 (d) of the Code provides that the landlord may terminate the agreement by giving the tenant a minimum of sixty days written notice, which period shall begin on the 1st day of the month following the date of actual notice. In this case, the Plaintiff gave the Defendant the proper notice and so he is entitled to possession of the rented room.

As to the Defendant's claim for protection from eviction based on Section 5316, her belief that the Plaintiff is somehow involved with stalking her does not meet the burden of proof set forth in subsection (b) and therefore she cannot benefit from the presumption provided for therein. In fact, she testified that the stalking began in 2017, well before she became the Plaintiff's tenant, and was attributed to US Postal Service employees.

As to any reliance on Chapter 59, titled Tenant's Receivership, there was no evidence that the Plaintiff was operating a medical facility at his home. There was also no evidence that conditions at the Plaintiff's home deprived the Defendant of any of the listed services or that there were any conditions imminently dangerous to the Defendant's life, health or safety. Therefore, there was no basis for a receivership action.

ORDER

After considering all the evidence presented, the Court finds that the Plaintiff met his burden by a preponderance of the evidence and enters judgment on his behalf and against the Defendant. Possession of the rented room is awarded to the Plaintiff along with per diem rent in the amount of \$23.33 to the date of actual possession and court costs of \$45.00.

VIEW YOUR CASE ONLINE: <https://courtconnect.courts.delaware.gov>

The Defendant expressed her intent at trial to voluntarily pay the Plaintiff for any rent she owes. If the Defendant does this, no additional amount would be due from her as the Court declines to award holdover rent under the circumstances of this case.

IT IS SO ORDERED 10th day of April, 2019

/s/ John C Martin

Justice of the Peace
John C Martin for the Panel



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).