

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

GATEWAY HOUSE INC  
Plaintiff Below,

VS

RONALD JONES  
Defendant Below,

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C.A. No. JP13-19-005872

TRIAL DE NOVO

Submitted: July 11, 2019

Decided: July 26, 2019

**APPEARANCES:**

Gateway House Inc., Plaintiff, appeared by and through Form 50 agent, Linda Stillis  
Ronald Jones, Defendant, appeared by and through Gilberte Pierre, Esq.

Sean P. McCormick, Deputy Chief Magistrate  
Thomas P. Brown, Justice of the Peace  
Amanda D. Moyer, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
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COURT NO. 13**

**CIVIL ACTION NO: JP13-19-005872**

**GATEWAY HOUSE INC VS RONALD JONES**

**ORDER ON TRIAL DE NOVO**

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

Procedural Posture

The Plaintiff, landlord Gateway House Inc.(Gateway), represented by Linda Stillis, pursuant to Supreme Court Rule 57, filed Civil Action No. JP13-19-005872, on May 16, 2019, in Justice of the Peace Court 13. Gateway sought delinquent rent payments and possession from the Defendant; tenant Ronald Jones (Jones). Jones filed a counterclaim seeking triple damages of rent, \$554, claiming this was a retaliatory action by Gateway.

The trial, before a single Justice of the Peace, on June 25, 2019, resulted in a Court order in favor of Gateway and against Jones for \$0, and possession was awarded to Gateway. Jones filed an appeal for a trial de novo (TDN) on July 1, 2019. The appeal was approved on July 1.

A TDN was scheduled for July 11, 2019, before a three-judge panel, consisting of Deputy Chief Magistrate Sean P. McCormick, Justice of the Peace Thomas P. Brown, and Justice of the Peace Amanda Moyer. Gateway appeared, represented by Linda Stillis, pursuant to Supreme Court Rule 57. Jones appeared, represented by Gilberte Pierre, Esq.

Facts

Jones makes a pre-trial motion to dismiss the case citing the complaint as deficient, non-compliant with 25 Del. C. §5707 (4). Jones asserts that in the complaint non-payment of rent is referenced; however, the attached 60-day notice does not support a non-payment of rent claim. Gateway has no response to Jones' motion. The Court denies Jones' motion in part, the action cannot move forward on the non-payment of rent but the 60-day notice may be viable.

Gateway is seeking possession of Jones' rental unit. Gateway submits the Sixty (60) Day Non-Renewal Notice sent to the Jones February 27, 2019, to support their claim. Stillis testifies that the non-renewal notice was sent to Jones via Certificate of Mailing. Stillis also asserts that Jones had a month to month lease with Gateway, which would expire May 1, 2019 pursuant to the 60-day notice. On cross-examination, Stillis acknowledges the existence of a lease between the parties and answers in the affirmative that Gateway is subsidized housing. Stillis further confirms that she is familiar with the subsidized housing rules regarding lease termination. Stillis acknowledges that no reason for the termination is listed on Jones' letter, and asserts that it was not necessary in Jones' situation. Gateway rests their case.

Jones renews the motion to dismiss the case, citing the testimony that rent is subsidized by WHA, pursuant to HUD rules the cause for lease termination must be shown. No cause for termination was shown by Gateway, no copy of the lease agreement, or affiliated agreement with WHA, between the parties was presented. In response to the motion, Gateway states they have a letter dated January 22, 2017 terminating Jones's participation with Section 8. Jones objects to the presentation of the letter, as Gateway had already rested their case. The Court overrules Jones' objection as the letter was offered in rebuttal to Jones' motion. After reviewing

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