

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

BOYDS RENTALS LLC,

Plaintiff,

v.

DONNA POWELL,

Defendant,

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C.A. No. JP16-23-008034

ORDER OF DENIAL FOR A TRIAL DE NOVO

On October 13, 2023, the plaintiff filed a landlord tenant action against the defendant for back rent owed and possession of the rental unit located at 3060 South State St. Camden, DE 19934.

A trial was scheduled on November 29, 2023, prior to the start of the scheduled trial the parties submitted a stipulated agreement to the court for consideration. The agreement was signed by all parties and was signed by Judge Tracy on November 30, 2023. No trial was held. The stipulated agreement contained two major parts, part number 1 stated the defendant must pay \$264.00 on or before December 1, 2023, and the defendant must vacate the rental unit by December 17, 2023, and as long as she vacated the rental unit by December 17, 2023, no December rent in the amount of \$600.00 would be required to be paid. If the defendant failed to complete one of these conditions, then an Affidavit of Breach could be filed by the plaintiff.

On December 19, 2023, the plaintiff submitted to the court an affidavit of Breach alleging that the defendant has failed to vacate the rental unit by December 17, 2023. Thereby breaching the agreement signed by all parties on November 29, 2023. An invoice in the amount of \$600.00 dated December 18, 2023 was submitted to the court, it was marked paid one day December 18, 2023, after the December 17, 2023 date for the defendant to vacate the rental unit.

On January 3, 2024, the defendant submitted a Trial DeNovo request to the court regarding this case.

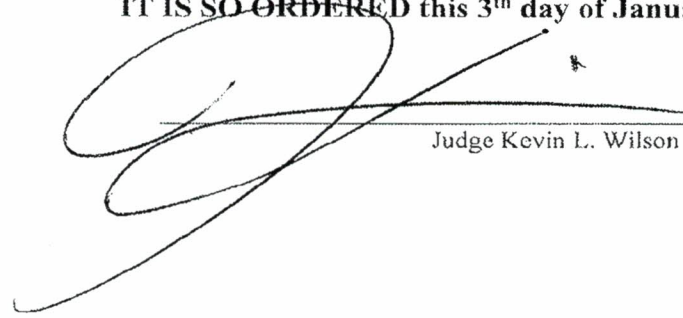
Delaware code in this *matter 25 Del. C §5717 (a) states Nonjury trials.-* with regard to nonjury trials, a party aggrieved by the judgement rendered in such proceeding may request in writing, within 5-days after judgement, a trial de novo before a special court comprised of 3 justices of the peace other than the justice of the peace who presided at the trial. In this matter no trial was held, so the request for a trial de novo is denied. No trial was convened in this matter so no judgement by the court was made so no application of the trial de novo attaches to the case.

The defendant in this matter, Donna Powell should refer to the stipulated agreement signed by herself on November 29, 2023. Page 2 Item 4. States that "she agrees that she is waiving her right to a trial in this matter and shall not have a right to appeal".

The stipulated agreement order stands as written

REQUEST FOR A TRIAL DE NOVO IS DENIED

IT IS SO ORDERED this 3th day of January 2024



Judge Kevin L. Wilson (SEAL)

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