

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

TRAVIS RALPH
Plaintiff Below,
Appellee

VS

NANETTE BERKERIDGE
ROBERT FAULKNER
Defendant Below,
Appellant

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C.A. No. JP17-24-000036

TRIAL DE NOVO

Submitted: March 11, 2024
Decided: March 18, 2024

APPEARANCES:

Travis Ralph, Plaintiff/Appellee
Nanette Berkeridge, Defendant/Appellant
Robert Faulkner, Defendant/Appellant

John Martin, Senior Justice of the Peace
Scott Willey, Justice of the Peace
Bethany Crowley, Justice of the Peace

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

CIVIL ACTION NO: JP17-24-000036

TRAVIS RALPH VS NANETTE BERKERIDGE ET AL

ORDER ON TRIAL DE NOVO

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

Before the Court is a Landlord Tenant action filed on January 2, 2024 by Travis Ralph, Plaintiff, against Nanette Berkeridge and Robert Faulkner, Defendants, regarding alleged unpaid rent. On February 19, 2024, the Court entered a judgment for Plaintiff. On February 26, 2024, Defendants/Appellants filed an appeal pursuant to 25 *Del.C.* §5717(a). Defendants/Appellants posted a bond of \$1,600.00 to stay eviction proceedings and a trial was held on March 11, 2024. Plaintiff/Appellee is seeking possession and a judgment of \$3,510.00 in unpaid rent.

At trial, it was undisputed that Plaintiff/Appellee is the owner of a poultry farm and Defendants/Appellants work and live on the farm, and that prior agreed upon rent was \$650.00/month. On November 13, 2023, the parties agreed to terminate their employment relationship, effective December 30, 2023. Plaintiff/Appellee sent notice to Defendants/Appellants on November 14, 2023, memorializing this agreement. Plaintiff/Appellee Exhibit #1. On November 15, 2023, Defendants/Appellants informed Plaintiff/Appellee that their last day of work would be November 17, 2023, instead of the end of December. Plaintiff/Appellee then sent a second notice on December 11, 2023 stating that due to the employment termination date being accelerated, Defendants/Appellants would need to vacate the rental unit by the end of December, and that December rent would be foregone as long as the premises were vacated by December 31, 2023. Plaintiff/Appellee also stated that rent is now \$900.00 starting for the month of December. Plaintiff/Appellee Exhibit #2.

Defendants/Appellants put forth three arguments; first, this is not an agricultural lease and thus notice was not satisfactory; second, the rent is \$650.00/month, not \$900.00/month; and third, rent should not be owed for December 2023 due to Plaintiff/Appellee's statement in the second notice that rent would be forgone for this month.

First, the Court is unconvinced with Defendants/Appellants' argument that is this not an agriculture lease. There was significant undisputed testimony from both parties about the existence of an agriculture employment relationship consisting of Defendants/Appellants performing agriculture work on Plaintiff/Appellee's poultry farm. Defendant/Appellant Nanette Berkeridge even referenced receiving a 1099 tax form from Plaintiff/Appellee for the work performed in 2023. This clearly places this landlord-tenant relationship in 25 *Del.C.* Ch. 67, Agriculture Leases. Furthermore, the Court finds that Plaintiff/Appellee's December 11, 2023 notice satisfies the notice requirement of 25 *Del.C.* §6702(d), wherein the landlord may terminate an agriculture lease by giving at least a 14-day notice.

Defendants/Appellants' second argument that \$900.00/month rent was a unilateral decision made by Plaintiff/Appellee is valid. The only evidence of a rent being increased from \$650.00/month to \$900.00/month is Plaintiff/Appellee declaring it to be so in his second notice. There is no evidence of a

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bilateral agreement to this rent increase. Defendants/Appellants did introduce two incomplete old lease agreements between the parties for rent at \$650.00/month. Defendants/Appellants Exhibit #1. Although this evidence is limited in value due to lack of completeness, there is zero evidence regarding the existence of an agreement between the parties to increase the rent. Therefore, the Court finds the rental amount to be \$650.00/month.

Finally, Defendants/Appellants aver that December rent was forgiven and now can't be charged retroactively. However, Plaintiff/Appellee's second notice clearly states that if Defendants/Appellants do not vacate by December 31, 2023, then December rent will be owed. As the premises were not vacated by this deadline, this condition was not met. Accordingly, rent will be calculated for the month of December.

There is no dispute that rent was not paid for December 2023 through the date of judgment, and the tenants are obligated to pay rent while residing in the rental unit, at the rate of \$650.00/month. Rent for December 2023 through March 18, 2024 is \$2,340.06.

Accordingly, under the preponderance of the evidence standard, judgment is awarded in favor of Plaintiff/Appellee and against Defendants/Appellants in the amount of \$2,340.06, \$45.00 court costs, and post judgment interest of 10.5%. Per diem rent of \$21.67 shall accrue daily until Defendants/Appellants vacate the premises. Possession is awarded to Plaintiff/Appellee.

Defendants/Appellants' bond of \$1,600.00 will be remitted to Plaintiff/Appellee as partial credit of this judgment, leaving a remainder of \$740.06, \$45.00 in court costs, post judgment interest and any per diem rent.

IT IS SO ORDERED 18th day of March, 2024

/S/Bethany Crowley (SEAL)
Justice of the Peace
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).

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