

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

| | | |
|------------------|---|-------------------------|
| DAVID M REISE | § | |
| Plaintiff Below, | § | |
| Appellee | § | |
| | § | |
| VS | § | C.A. No. JP13-24-000234 |
| | § | |
| | § | |
| DANIELLE EYSTER | § | |
| STEFANIE HOOPER | § | |
| Defendant Below, | | |
| Appellants | | |

TRIAL DE NOVO

Submitted: May 20, 2024

Decided: June 24, 2024

APPEARANCES:

David M Reise, Plaintiff, appeared Pro se
Stephanie Hooper, Defendant, appeared Pro se
Danielle Eyster, Defendant, failed to appear

Sean McCormick, Deputy Chief Magistrate, Justice of the Peace
Peter Burcat, Justice of the Peace
Christopher R Portante, Justice of the Peace

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6CF14A3J (3/1/19)

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

CIVIL ACTION NO: JP13-24-000234

DAVID M REISE VS DANIELLE EYSTER ET EL

ORDER ON TRIAL DE NOVO

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

Procedural and Factual Background

On January 7, 2024, Plaintiff/Appellee DAVID M. REISE, *Pro Se*, filed a Landlord-Tenant Complaint against Defendants/Appellants DANIELLE EYSTER and STEPHANIE HOOPER. Plaintiff/Appellee sought a monetary recovery and summary possession of a property occupied by Ms. Eyster. Mr. Reise further contended Ms. Hooper was a co-signor/guarantor for the Lease Agreement. Plaintiff/Appellee alleged he had timely sent a 5-Day Notice to pay the outstanding amount claimed as due and owing. Trial was scheduled for April 3, 2024. Subsequent to hearing testimony and reviewing exhibits, on April 8, 2024, the Court issued a monetary Judgment to Plaintiff. At the time of the trial, it was confirmed Ms. Eyster had vacated the rental property and therefore possession was no longer at issue. On April 15, 2024, Defendants filed the present request for a *Trial de Novo*. A *Trial de Novo* was scheduled for May 20, 2024. On May 20, 2024, a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick, Justice of the Peace Christopher Portante, and Justice of the Peace Peter Burcat convened for the *Trial de Novo*. Mr. Reise appeared *Pro Se* via Zoom. Ms. Hooper likewise appeared *Pro Se* via Zoom. Ms. Eyster did not appear. Ms. Hooper advised the Panel Ms. Eyster was currently incarcerated and therefore was unable to appear for the *Trial de Novo*. Mr. Reise had submitted exhibits for the *Trial de Novo*. Ms. Hooper was asked what she was seeking in her request for a *Trial de Novo*. Ms. Hooper acknowledged she was a co-signer on the Lease Agreement, and money was due and owing to Mr. Reise. However, she stated she did not believe the amount awarded by the trial court was accurate as there was no accounting for an \$ 825.00 security deposit paid to Mr. Reise. In addition, Ms. Hooper requested additional time to pay what may be owed to Mr. Reise. Mr. Reise did not dispute a security deposit was paid, but he was unable to provide a copy of a letter to Defendants/Appellants accounting for the security deposit upon move-out of Ms. Eyster.

Findings

The *Landlord-Tenant Code* regulates and sets forth the legal rights, remedies and obligations of all the parties to a residential rental agreement within the State of Delaware. See 25 *Del.C.* §5101, *et seq.*. The Parties have not disputed there was a Lease Agreement between the Parties. Likewise, it is undisputed an \$ 825.00 security deposit was paid for the rental property. At the time of entering into a Lease Agreement with a tenant, a landlord is entitled to charge the tenant a security deposit. 25 *Del.C.* §5514 *Security Deposit* states in pertinent part: (a) (1) *A landlord may require the payment of security deposit.* Further, 25 *Del.C.* §5514(f) addresses the requisite accounting for the security deposit upon a tenant vacating a rental property:

(f) Within 20 days after the termination or expiration of any rental agreement, the landlord shall provide the tenant with an itemized list of damages to the premises

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and the estimated costs of repair for each and shall tender payment for the difference between the security deposit and such costs of repair of damage to the premises. Failure to do so shall constitute an acknowledgment by the landlord that no payment for damages is due. Tenant's acceptance of a payment submitted with an itemized list of damages shall constitute agreement on the damages as specified by the landlord, unless the tenant, within 10 days of the tenant's receipt of such tender of payment, objects in writing to the amount withheld by the landlord.

Failure of the landlord to timely either remit the security deposit or provide an accounting of the security deposit is addressed in 25 Del.C. §5514(g):

(g) Penalties. — (1) Failure to remit the security deposit or the difference between the security deposit and the amount set forth in the list of damages within 20 days from the expiration or termination of the rental agreement shall entitle the tenant to double the amount wrongfully withheld.

Mr. Reise neither returned the security deposit nor has Mr. Reise been able to provide the Panel with a copy of an accounting letter sent to Defendants/Appellants for the security deposit. The trial court entered a judgment in favor of Mr. Reise in the amount of \$ 4,413.75. However, the trial court did not take into account the security deposit.

Order

Based upon the foregoing, the Panel enters herewith JUDGMENT FOR PLAINTIFF/APPELLEE as follows:

| | |
|-------------------------|--------------------|
| Judgment Total: | \$ 3,588.75 |
| Post-Judgment Interest: | 10.50% |
| Court Costs: | \$ 47.50 |

It is uncontested Defendant/Appellant DANIELLE EYSTER vacated the rental property, therefore, Possession is no longer at issue herein.

IT IS SO ORDERED 24th day of June, 2024

/s/ SEAN MCCORMICK
DEPUTY CHIEF MAGISTRATE
ON BEHALF OF THREE JUDGES



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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