

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

STANLEY PROPERTIES LLC	§	
Plaintiff Below,	§	
Appellant	§	
	§	
VS	§	C.A. No. JP13-24-000918
	§	
	§	
NORIECE BATES	§	
NORA BATES	§	
Defendant Below,		
Appellees		

TRIAL DE NOVO

Submitted: May 2, 2024
Decided: June 27, 2024

APPEARANCES:

Stanley Properties LLC, Plaintiff, appeared represented by attorney Donald L Gouge, Esquire
Noriece Bates, Defendant, appeared Pro se
Nora Bates, Defendant, appeared Pro se

Sean McCormick, Deputy Chief Magistrate, Justice of the Peace
Peter Burcat, Justice of the Peace
Nina M Bawa, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
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CIVIL ACTION NO: JP13-24-000918

STANLEY PROPERTIES LLC VS NORIECE BATES ET AL

ORDER ON TRIAL DE NOVO

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

Procedural and Factual Background

On January 26, 2024, Plaintiff/Appellant STANLEY PROPERTIES LLC, by and through its *Form 50* agent, Carolyn A. Stanley, filed a Landlord-Tenant Complaint against Defendants/Appellees NORIECE BATES and NORA BATES. Plaintiff/Appellant sought a monetary recovery and summary possession of a property occupied by Defendants/Appellees. Trial was scheduled for March 25, 2024. On March 25, 2024, the Parties appeared via *Zoom* for trial. Subsequent to reviewing an *Alias Complaint* that had been filed by Plaintiff on February 14, 2024, and reviewing exhibits, the trial Court dismissed the *Alias Complaint* without prejudice due to a deficiency. The trial Court held the *Alias Complaint* “. . . did not contain the required five-day notice forming the basis of Plaintiff’s claim.” The Court cited 25 *Del.C.* §5707(4). On March 27, 2024, Donald L. Gouge, Jr., Esquire, entered his appearance on behalf of Plaintiff/Appellant. On April 4, 2024, on behalf of Plaintiff, Mr. Gouge filed the present request for a *Trial de Novo*. A *Trial de Novo* was scheduled for May 2, 2024. On April 10, 2024, Mr. Gouge filed a *Bill of Particulars* with the Court. On May 2, 2024, a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick, Justice of the Peace Nina Bawa, and Justice of the Peace Peter Burcat convened for the *Trial de Novo*. Mr. Gouge appeared with his client via *Zoom*. Both Defendants/Appellees likewise appeared, *Pro Se*, via *Zoom*. Plaintiff/Appellant had filed exhibits for the *Trial de Novo*. Defendant/Appellees did not file any exhibits for the *Trial de Novo*.

Mr. Gouge called Defendant/Appellee NORA BATES as his first witness. Ms. Bates testified Defendants/Appellees had vacated the rental property on April 7, 2024, but had not returned the keys to the rental property. Ms. Bates further testified there continued to be rent outstanding. Mr. Gouge had the Lease Agreement entered into evidence. Mr. Gouge called Carolyn Stanley as his next witness. Ms. Stanley likewise testified there was rent that had not been paid and water and electricity had been turned off for the rental property. Ms. Stanley further confirmed a \$ 1,900.00 security deposit was being held by Plaintiff/Appellant. Mr. Gouge’s final witness was Nancy Hanna, the owner of the property at issue. Ms. Hanna testified she had been contacted by the tenants/Defendants/Appellees advising her they had vacated and they had the water and electricity turned off for the rental property.

Defendants/Appellees called Nora Bates as their first witness. Ms. Bates testified about some issues/concerns regarding the rental property. On cross-examination Ms. Bates stated she was not seeking to regain possession of the property.

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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 a \$ 1,900.00 security deposit was paid for the rental property, and the monthly rent for the property was \$ 1,900.00. Defendants/Appellees have not disputed they did not pay the entire monthly rent for the month of January 2024, and had not paid any rent for the months of February through April 2024. The dispute is as to the date Defendants/Appellees vacated the rental property. Ms. Nora Bates testified the move out date was April 7, 2024, but admitted she had not returned the keys to the rental property. Defendants/Appellees had the water turned off on April 24, 2024, and the electricity turned off on April 26, 2024. Subsequently, Defendants/Appellees advised Plaintiff/Appellant that the water and electricity had been turned off. The Panel finds Defendants/Appellees failed to timely advise their landlord of their move-out date. Defendants/Appellees acknowledged the electricity remained in their name and active through April 26, 2024. Defendants/Appellees subsequently advised their landlord that they had turned off the water and electricity. Accordingly, the Panel finds Defendants/Appellees remained obligated through the Lease Agreement to pay rent through April 26, 2024.

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 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.

Plaintiff/Appellant did not provide the Panel with any testimony or evidence that the \$ 1,900.00 security deposit had been returned to Defendants/Appellees. Mr. Gouge did not submit to the Panel a copy of an accounting letter sent to Defendants/Appellees for the security deposit. The Panel finds Defendants/Appellees are entitled to a credit in the amount of \$ 1,900.00.

Order

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

Judgment Total: **\$ 4,919.00** (Inclusive of credit for Security Deposit)

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Court Costs: \$ 48.75

Post-Judgment Interest: 10.50%

It is uncontested Defendant/Appellees NORIECE BATES and NORA BATES vacated the rental property, therefore, Possession is no longer at issue herein.

IT IS SO ORDERED 27th day of June, 2024

/s/ SEAN MCCORMICK

DEPUTY CHIEF MAGISTRATE
ON BEHALF OF THREE JUDGE 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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