

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

WV MARKET, LLC	§	
Plaintiff Below,	§	
Appellee	§	
	§	C.A. No. JP13-24-002694
VS	§	
	§	
SHEPATHRA JOHN	§	
Defendant Below,	§	
Appellant	§	

Submitted: August 2, 2024

Decided: August 6, 2024

**APPEARANCES:**

Plaintiff/Appellee, WV MARKET, LLC by Jillian M. Pratt, Esquire

Defendant/Appellant, SHEPATHRA JOHN, *Pro Se*

**PANEL:**

Sean McCormick, Deputy Chief Magistrate

Nina Bawa, Justice of the Peace

Peter Burcat, Justice of the Peace

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

**CIVIL ACTION NO: JP13-24-002694**

**WV MARKET LLC VS SHEPATHRA JOHN**

**ORDER ON TRIAL DE NOVO**

The Panel has entered an Order in the following form:

Procedural and Factual Background

On March 11, 2024, Plaintiff/Appellee WV MARKET, LLC, by and through its attorney, Jillian M. Pratt, Esquire, filed a Landlord-Tenant Complaint against Defendant/Appellant SHEPATHRA JOHN. Plaintiff/Appellee sought a monetary recovery and summary possession of a rental property. Plaintiff/Appellee alleged Defendant/Appellant continued to occupy the rental property and had failed to pay rent for the property. Trial was scheduled for trial on May 15, 2024. On May 15, 2024, Plaintiff appeared via *Zoom* by and through Ms. Pratt. Defendant JOHN, *Pro Se*, likewise appeared via *Zoom*. Subsequent to hearing testimony and reviewing exhibits, on May 31, 2024, the Court issued an Order for a monetary recovery to Plaintiff and awarded possession of the rental premises to Plaintiff. On June 5, 2024, Defendant filed the present request for a *Trial de Novo*. On June 20, 2024, Plaintiff filed a request for the issuance of a *Writ of Possession*. On June 21, 2024, a *Writ of Possession* was issued. On June 28, 2024, Plaintiff filed with the Court a Stipulated Agreement for possession only. On July 1, 2024, the Stipulation was signed on behalf of the Court, with an instruction that a *Trial de Novo* would be scheduled for the monetary claim only. On July 12, 2024, a *Trial de Novo* was scheduled for August 2, 2024.

On August 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*. Plaintiff/Appellee WV MARKET, LLC appeared via *Zoom* by and through its attorney Ms. Pratt. Defendant/Appellant SHEPATHRA JOHN, *Pro Se*, likewise appeared via *Zoom*. The Panel took Judicial Notice of the Stipulated Agreement entered into between the Parties. Specifically, Defendant/Appellant agreed to vacate the rental property on or before July 31, 2024, and pay \$ 2,000.00 to Plaintiff/Appellee by no later than July 1, 2024. Upon inquiry from the Panel, Ms. Pratt stated that although Ms. John had paid the \$ 2,000.00, Ms. John had not vacated, and she remained in possession of the rental property. Ms. Pratt further advised the Panel her office would be filing an Affidavit of Breach regarding possession only.

Prior to hearing testimony, the Parties stipulated there was a Lease Agreement between the Parties, the rent for the property was \$ 1,100.00 per month plus an additional \$ 100.00 per month for utilities, and there was a late fee of five percent (5%) for monthly payments not timely made by Tenant/Defendant/Appellant.

Plaintiff/Appellee called Charlie Sternstein as Plaintiff's first and only witness. Mr. Sternstein testified he was Plaintiff/Appellee's managing member, and he was aware Defendant/Appellant had failed to pay rent. Ms. Pratt had a five-day letter marked as Plaintiff's "Exhibit P-1." P-1 was admitted

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into evidence without objection. Mr. Sternstein stated his office used a software program called “Rent Tech” for accounting purposes. Ms. Pratt had a ledger marked as Plaintiff’s “Exhibit P-2.” P-2 was admitted into evidence without objection. Mr. Sternstein testified the last payment received from Ms. John was in June 2023. Mr. Sternstein was familiar with a Stipulated Agreement entered into by the Parties calling for a \$ 2,000.00 payment from Ms. John and in return for the payment, Ms. John was allowed to remain in the property for an additional 30 days. Ms. John was to vacate the rental property, but she had not vacated. Mr. Sternstein concluded his testimony by stating Plaintiff was owed \$ 14,771.33. On cross-examination, Mr. Sternstein testified he was aware Ms. John was a tenant. Ms. John asked Mr. Sternstein about an individual named “Liby.” Mr. Sternstein stated Liby no longer worked for the company and Liby never accepted money on behalf of Landlord/Plaintiff/Appellee. Ms. Pratt had no re-direct questions for Mr. Sternstein. Plaintiff/Appellee rested.

Defendant/Appellant wanted to have herself and her son testify about receipts she had for monies she paid to Liby. She further wanted to know why Plaintiff/Appellee did not produce Liby for the *Trial de Novo*. The Panel has taken Judicial Notice Defendant/Appellant did not subpoena any witnesses for the *Trial de Novo*. The Panel reminded Ms. John that she had not filed any exhibits, such as the receipts she claimed to have, for the *Trial de Novo*. While the Panel is not bound by the Judgment entered by the trial court, the Panel did note the trial Judge, Judge Christopher Portante, specifically noted in his opinion that “Defendant argued that she paid her rent in cash to an employee named ‘Liby’ and claimed to have receipts but has not submitted any receipts to the Court or Plaintiff for potential proffer at trial.” The trial court’s Order was entered May 31, 2024. As such, Ms. John has been placed on notice for two (2) months before the *Trial de Novo* that she needed to produce documents, including receipts, she may have in support of her position that she had paid monies to Plaintiff/Appellee. No documents were produced by Ms. John. Without the documentary evidence to support her contention that she had receipts, Ms. John was advised she would not be able to offer testimony regarding the claimed receipts. Defendant/Appellant did not offer any testimony to the Panel and rested.

### Findings

The Parties entered into a Stipulated Agreement regarding possession of the rental property. Ms. Pratt advised the Panel Ms. John had not abided by the terms and conditions of the Stipulated Agreement as Ms. John continued to remain in possession of the rental property. An *Affidavit of Breach* was filed with the Court on August 2, 2024. Ms. John did not deny she continued to remain in possession of the rental property. Therefore, as there has been a breach of the Stipulated Agreement, a Stipulated Judgment for possession will be entered in favor of Plaintiff/Appellee. The Panel proceeded to hear testimony and review documentary evidence from the Parties.

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.

A landlord’s remedies for a tenant’s failure to pay rent are set forth in 25 *Del.C.* §5502(a), which states in pertinent part:

*A landlord or the landlord's agent may, any time after rent is due, including the time period between the date the rent is due and the date under this Code when late fees may be imposed, demand payment thereof and notify the tenant in writing that unless payment is made within a time mentioned in such notice, to be not less than 5 days after the date notice was given or sent, the rental agreement shall be terminated. If the tenant remains in default, the landlord may thereafter bring an action for summary possession of the dwelling unit or any other proper proceeding, action or suit for possession.*

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As stated in 25 *Del.C.* §5502(a), the landlord is required to send a formal demand for payment to a tenant prior to commencing an action for Summary Possession. The demand notice is referred to as “the Five-Day Letter” or “Five Day Notice” because a landlord must provide the tenant at least a minimum of five (5) days to cure the non-payment of rent. The purpose of the letter is to advise the tenant that if the tenant fails to pay the rent that is due and owing the landlord, the lease agreement may be terminated, and the landlord could file an action in the JP Court seeking a monetary recovery and summary possession of the rental property. The Panel was presented testimony that no monies had been received from Defendant/Appellant since June 2023. The five-day letter, P-1, was dated March 1, 2024. Tenant/Defendant/Appellant did not cure the delinquency.

In addition to the pre-trial stipulations, the Panel has considered the testimony of Plaintiff/Appellee’s witness Charlie Sternstein and has reviewed Plaintiff/Appellee’s exhibits P-1 and P-2. The Panel finds Plaintiff/Appellee has met its burden of proving their case by a preponderance of the evidence that a Landlord-Tenant relationship between the Parties exists, and Defendant/Appellant has failed to pay the agreed rent and remains in possession of the subject rental property.

As such, JUDGMENT for Plaintiff/Appellee as follows:

Judgement Total:     \$ 14,771.23 Through and including August 2, 2024

Court Costs:         \$ 111.25

Per Diem:            \$ 36.16 Starting August 3, 2024, and continuing until such time as Defendant/Appellant vacates, or is removed, from the rental property

Post Judgment Interest: 10.50%

Possession to Plaintiff/Appellee and Plaintiff/Appellee can immediately file for a *Writ of Possession*

IT IS SO ORDERED 06th day of August, 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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