

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

RKC INVESTMENT PROPERTIES

Plaintiff Below,  
Appellant

VS

NATALIE MATTHEWS

Defendant Below,  
Appellee

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C.A. No. JP13-24-012320

TRIAL DE NOVO

Submitted: January 14, 2025

Decided: January 21, 2025

**APPEARANCES:**

RKC Investment Properties, Plaintiff/Appellant, appeared represented by Form 50 agent  
Yanci Hernandez

Natalie Matthews, Defendant/Appellee, appeared Pro se

Sean McCormick, Deputy Chief Magistrate

Peter Burcat, Justice of the Peace

Nina Bawa, 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: JP13-24-012320**

**RKC INVESTMENT PROPERTIES VS. NATALIE MATTHEWS**

**ORDER ON TRIAL DE NOVO**

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

On August 23, 2024, Plaintiff RKC INVESTMENT PROPERTIES brought a summary possession action against Defendant NATALIE MATTHEWS. The Court below heard the matter and issued a decision on December 12, 2024, awarding a monetary judgment to Plaintiff and possession to Defendant. On December 19, 2024, Plaintiff filed a timely appeal.

On January 14, 2025, 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 appeal via Zoom. Plaintiff/Appellant is represented by Form 50 Agent Yanci Hernandez. Defendant/Appellee is self-represented.

Plaintiff brings this action for possession of a rental unit and monies due pursuant to 25 Del. C. § 5702(2). This, of course, requires filing only after proper notice is sent, pursuant to 25 Del. C. § 5502(a):

**§ 5502. Landlord remedies for failure to pay rent.**

*(a) 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.*

Rent is not specifically defined in the definition section of the Code at 25 Del.C. § 5141. However throughout the Code, there are references to what may be considered rent, if so stated in a written lease. ...*A late charge is considered as additional rent for the purposes of this code...* pursuant to 25 Del.C. §5501(d). *Charges for utility services made by a landlord to a tenant shall be considered rent for all purposes under this Code...* pursuant to 25 Del.C. §5312 (e). Other fees are permitted under the Code; but none of the language permitting these fees state such fees are considered rent under the Code. As a result, if a tenant fails to pay these other fees, the landlord may not use this failure to pay as a premise for seeking possession for failure to pay rent pursuant to 25 Del.C. §5702(2).

In addition, 25 Del. C. § 5513(a)(2) states:

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*If the tenant's breach can be remedied by the landlord, as by cleaning, repairing, replacing a damaged item or the like, the landlord may so remedy the tenant's breach and bill the tenant for the actual and reasonable costs of such remedy. Such billing shall be due and payable as additional rent, immediately upon receipt.*

Here, Plaintiff's letter does not comply with 25 Del. C. § 5502 because the 5-day notice to cure demands damages, which is only permissible after billing the tenant for the repair and providing the tenant with a 7-day notice to pay under 25 Del. C. § 5513. As only the 5-day notice was included with the initial filing and no prior 7-day was included with the filing as required by 25 Del. C. § 5707(4), the Complaint for Possession was not properly before the Court.

*Bomba's Rest. & Cocktail Lounge, Inc. v. Lord De La Warr Hotel, Inc.*, 389 A.2d 766 (Del. 1978) specifies that this is a Court of statutory jurisdiction so this Court lacks jurisdiction if the requirements of the statute are not met. Plaintiff must fully comply with the applicable statutory requirements in order for the Court to issue a judgment.

As the initial filing did not comport with the notice requirements of the Landlord-Tenant Code, the Complaint for Possession was not properly before the Court. Consequently, this case is dismissed without prejudice.

IT IS SO ORDERED 21st day of January, 2025

/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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