

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

BRUCE HILL
APPELLEE

VS

BRETT HILL
KIMBERLY HILL
APPELLANT

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C.A. No. JP17-24-001261

TRIAL DE NOVO

Submitted: 04/29/2025
Decided: 05/12/2025

APPEARANCES:

ATP: PAUL G ENTERLINE

PLAINTIFF: BRUCE HILL

DEFENDANTS: BRETT AND KIMBERLY HILL

ALAN G. DAVIS, CHIEF MAGISTRATE

DEBORAH J. KEENAN, DEPUTY CHIEF MAGISTRATE

JUDGE SCOTT WILLEY, JUSTICE OF THE PEACE

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6CF14A3J (3/1/19)

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

CIVIL ACTION NO: JP17-24-001261

BRUCE HILL VS BRETT HILL ET AL

ORDER ON TRIAL DE NOVO

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

Procedural Posture

Plaintiff filed this action in February 2024, seeking back rent and possession based on a five-day notice and a 60-day notice to terminate the lease. After a lengthy pre-trial period that included several motions and a mediation attempt, a single judge ruled on a motion for summary judgment, finding in favor of the plaintiff. Defendants timely appealed and a three-judge panel consisting of Chief Magistrate Davis, Deputy Chief Magistrate Keenan and Judge Willey heard the case on April 29, 2025. Before the Court were the claim, a counterclaim, and a motion for summary judgment. The court resolved the motion and the counterclaim prior to trial, for reasons that will be set forth below. This is the Court's decision after trial.

Facts and Party Contentions

Brett and Kimberly Hill live at 15050 Sandpiper Road in Milton, Delaware. The property records indicate that Bruce Hill, the Plaintiff, is the owner of the property. The parties entered into a lease agreement for the premises on January 27, 2020. The lease was for one year and then converted to a month-to-month tenancy. At some point, Plaintiff stopped receiving payments for the property and sent a five-day notice through counsel. Plaintiff also issued a sixty-day notice terminating the lease.

The defendants produced evidence that the lease was a mere convenience, allowing Plaintiff to show income for the property to qualify for a mortgage. Defendants claim that they are equitable owners of the property, having made significant investments in the property, both in the form of down payment money and improvements to the property. They further point to the fact that they incurred costs that were the obligation of the landlord under the lease. The lease does not contain a rent-to-own provision.

Plaintiff claims that this lease controls the entire relationship of the parties and should be granted possession.

Preliminary Matters

Pretrial, the Court heard the motion for summary judgment and a motion to quash a subpoena for bank records of the plaintiff. It also considered the dismissal of the counterclaim, based on a lack of subject matter jurisdiction. Defendants sought to bring a claim for the equitable contributions made for the purchase and upkeep of the property.

While the Court determined that there was evidence to show that the legal position of the defendants may have some merit, the Court dismissed the counterclaim for a lack of subject matter jurisdiction. If the defendants have a cognizable claim for an equitable interest, their relief is not available in this Court. As such, the Court dismissed the counterclaim for lack of subject matter jurisdiction, without prejudice. It also denied the

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motion for summary judgment on the grounds that there was a material fact in question as to whether the relationship between the parties was solely governed by the lease agreement. In short, the defendants were given an opportunity to present a defense based on their claim that no landlord-tenant relationship existed.

As to the motion to quash the subpoena, the Court considered the rationale for the defendants' request. Finding that there was some evidence to indicate the records were probative to the question of whether rent or some other form of payment was not being properly credited to defendants, Plaintiff withdrew any claim based on the five-day notice for past due rent and proceeded only on the sixty-day notice to terminate the lease. As the question was then moot, the Court granted the motion.

Trial

After resolution of the pretrial matters, trial was brief. The Plaintiff produced the lease and the sixty-day notice. Defendants admitted they had signed the lease and received the notice. The defense was limited to attempting to show that there was not a landlord-tenant relationship, and even if there was, the plaintiff had breached it on the outset by requiring the defendants to undertake responsibilities, such as payment of HOA dues.

Discussion

It takes less than an iota of speculation for this Court to see that there is more to this case than has been presented to it. Feuding family members, a deal gone wrong, and the potential for an equitable claim have the potential to cloud this case. However, judges are bound by what is before them.

What is before this Court now – within the legal scope afforded this Court - is very simple. There is a lease. It was signed by both parties. It purports to define the relationship between the parties, and parol evidence is unavailable to clarify that this relationship is something else.

The Court afforded the defendants an opportunity to present a defense that would somehow negate the contract. There was an inference of fraud in the inducement presented, but very little proof. If anything, the evidence presented indicated that the defendants were willing participants in the fraud, and that the fraud - if it exists - would be against the mortgaging bank. Defendants have failed in proving their defense.

Judgment

As such, the Court finds in favor of the plaintiff and against the defendants. Possession is award to Plaintiff. The Court notes that it makes no judgment as to the existence of an equitable claim the defendants may have with relation to the property, and any such claim is preserved for their pursuit, if they wish.

IT IS SO ORDERED 12th day of May, 2025

/S/ALAN G. DAVIS
CHIEF MAGISTRATE
FOR THE THREE JUDGE PANEL

