

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

KATINA SHERI BANTUM
Plaintiff Below,
Appellee

VS

DAWN M CAIN
Defendant Below,
Appellant

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C.A. No. JP13-25-000624

BREACH HEARING

Submitted: April 8, 2025

Decided: June 5, 2025

APPEARANCES:

Katina Sheri Bantum, Plaintiff/Appellee, appeared Pro se
Dawn M Cain, Defendant/Appellant, appeared Pro se

Sean McCormick, Deputy Chief Magistrate
Peter Burcat, Justice of the Peace
Susan Goldsman, 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: JP13-25-000624

KATINA SHERI BANTUM VS DAWN M CAIN

ORDER ON BREACH HEARING

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

On March 24, 2025 a three-judge panel consisting of Deputy Chief Magistrate Sean McCormick and Judges Peter Burcat and Susan Goldsman went forth in the above referenced matter. This iteration (a previous filing between the parties was dismissed on November 27, 2024 due to the landlord serving the tenant with a bad 5-day letter) was filed in January of 2025 and heard by a single judge on February 24, 2025. That judgment favored the landlord; a rental debt of \$10,030.00 was established and as a result both the debt and possession were awarded to the Landlord Ms. Katina Bantum. From that decision the Tenant, Ms. Dawn Cain, appealed. When Cain failed to post a bond to stay eviction Bantum sought a writ of possession from the court. The eviction took place on March 18, 2025. As such, the issue of possession seemed to no longer be a consideration – or so the panel thought.

When the panel convened the preliminary question put to Bantum was how much of a rental debt she sought. No updated exhibits were offered; when asked to justify a sum certain Bantum was unable to do so – or at least, unable to formulate a number that the panel could consider. In an attempt to make it simple, that panel asked her to start with the amount sought in the 5-day letter noting that additional rent that came due could then be added on. The panel itself even reviewed all of Bantum's documentation in an effort to arrive at a figure. This seemed to be a simple task; Cain agreed some rent was due but disputed the amount. It was really just about the math. But, upon a review of the lease that governed the relationship between the parties, the matter began to fall apart. Section 18 of the lease charged an additional \$50 per month "pet rent" fee (Cain had a dog.) The fee was included as part of the rental claim for the several months in which rent was unpaid. Since fees of this nature are not considered rent pursuant to the landlord-tenant code, it meant that the 5-day notice of demand required pursuant to 25 Del. Code § 5502 and upon which the claim was based was inflated – and as such, again not sufficient for its purpose. The inclusion of the fee also caused the late fee to be slightly inflated, which further invalidated the 5-day letter.

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Instead of solving what seemed to be a simple math problem the panel found itself in a difficult position. Should it re-possess Cain of the property and dismiss the matter based upon bad notice? Could the two litigants work out a stipulation on their own to resolve the matter? Wishing to avoid putting Cain back in the unit (Bantum made it clear she had no intention of cooperating and the panel hoped to avoid a contempt charge) the panel suggested the later – and put the two litigants in a virtual space to discuss a settlement. After an extensive period of time, they advised the panel that they had arrived at a stipulation. The terms were as follows:

- 1) The property would be emptied of Cain's property on Friday, March 28, 2025.
- 2) Any of Cain's belongings not removed by 5pm that date would be deemed abandoned.
- 3) Cain agreed to Pay Bantum \$5,000.00 at the rate of \$250/month starting April 4, 2025.
- 4) If Cain breached the agreement by failing to make timely payments Bantum could file a notice of breach with the court seeking a judgment for \$8,000.00 less any payments made.
- 5) The security deposit associated with the rental agreement was forfeited and was not to serve as a credit against the \$5,000 or \$8,000 figures, whichever may be applicable.
- 6) The settlement was a global settlement, intended to resolve all claims known and unknown.
- 7) A file review would take place on November 6, 2026.

Lastly the parties acknowledged on the record that they understood the terms and agreed with them. They also acknowledged that because of the expediency of the resolution (move out day was only 4 days away) they would probably not receive a written copy of the stipulation prior to then. With that, the panel adjourned the parties.

The only question left for the panel to ponder was whether or not the parties would actually stick to the terms they had negotiated. The question was answered two hours after the hearing was adjourned when Bantum filed a notice with the court questioning the validity of the appeal hearing. In her opinion, since the bond was not posted, the appeal should have been disallowed and the original judgement that was in her favor should stand. Since the parties had already left the zoom call, there was no way to address her incorrect assertion. All the panel could do is wait to see who filed a notice of breach first. As it turned out, Cain filed just before the close of business on Friday, March 28 claiming that she was not allowed to collect her possessions. As a result, a breach hearing was scheduled for April 8, 2025. On April 7, 2025 Bantum also filed a notice of breach claiming that Cain had not adhered to the payment plan.

At the time of the breach hearing new information came to light which would have been useful had it only been known at the time of the appellate hearing. It would seem that Cain returned to the property in question on March 22, 2025 – several days after she had been evicted but before the date of the appeal. Cain claimed that she was only there to get her mail. None the less, Bantum contacted the New Castle County Police, who subsequently issued a warrant for Cain’s arrest for one count of Criminal Trespass 3rd. Cain and Bantum had made arrangements for Cain to enter the property on March 27, 2025. On that day Cain arrived – but only with her personal vehicle. No moving van, movers, etc. were present despite the fact that she had agreed to remove a house-full of personal items by no later than 5pm the next day. In an effort to prevent a breach of peace, Cain contacted the police to come and stand by while she gathered her things. Upon their arrival, Cain was promptly arrested on the trespass warrant. Her car was towed and she was ordered to have no contact with Bantum “except for lawful purposes.” Due to the no contact order and without a car, Cain claimed that she was unable to meet the March 28 5 p.m. deadline that she had agreed upon. She did attempt to enter the property on March 29, 2025 while Bantum was showing it to a prospective tenant. The New Castle County Police were contacted and promptly arrested Cain for trespass and breach of the no contact order. Cain advised that, instead of paying Bantum \$400 on April 4, 2025 she used the money to get her car out of the tow yard in which the police had impounded it. When questioned about Cain’s possessions Bantum advised that she hired a handy man on March 30 to remove all of Cain’s possessions, which were then disposed of at the Cherry Island Land Fill. The prospective tenant that was inspecting the property on March 29 thereafter signed a lease with Bantum and was residing in the property as of the date of the breach hearing held April 8.

So, the question is who breached? The answer is both parties – not on March 27 or 29, but on March 24, 2025 – the date of the appellate hearing. It is now clear that despite protests otherwise there was no good faith between the parties – ever. The negotiations then engaged lacked good faith; clearly the terms of the stipulation were never intended to be kept or lived up to. Bantum showed bad faith in less than two hours of entering into the agreement by asking to panel to set it aside and dismiss the appeal. Cain clearly had no ability to move her possessions on or before March 28 despite her agreeing that she would. Bantum’s lack of candor regarding the involvement of the police – which caused Cain to think twice lest she become re-arrested – was the final nail. Since the stipulated agreement was not adhered to, and since both parties breached its terms, the only remaining resolution is to dismiss the action without prejudice. If Bantum believes she is owed a rental debt, she may file anew. If Cain seeks

redress for the loss of her possessions, she may do the same. The criminal matters against Cain have been dismissed by the Court in the interest of justice.

IT IS SO ORDERED 05th day of June, 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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