

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY
COURT NO. 16**

MARLENE VEGA
Plaintiff Below, Appellee

VS

STANLEY BENEDICT
Defendant Below, Appellant

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C.A. No. JP16-24-011892

TRIAL DE NOVO

Submitted: May 9, 2025

Decided: June 6, 2025

APPEARANCES BY ZOOM:

Plaintiff, Marlene Vega, appeared represented by Attorney Joseph Z. Noble.
Defendant, Stanley Benedict, appeared *pro se*.

Alex Montano, Justice of the Peace
Jamie Hicks, Justice of the Peace
Michael green, Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR KENT COUNTY
COURT NO. 16**

CIVIL ACTION NO: JP16-24-011892

MARLENE VEGA VS STANLEY BENEDICT

ORDER ON TRIAL DE NOVO

On May 9, 2025 this Court, consisting of the Honorable Alexander J. Montano, the Honorable Jamie L. Hicks, and the Honorable Michael Green acting as a special court pursuant to 25 *Del C.* § 5717(a)¹ convened for a trial *de novo*² in reference to a Landlord/Tenant Summary Possession petition filed by Stanley Benedict (“Defendant”), against Marlene Vega (“Plaintiff”). At the conclusion of the trial, the Court reserved its decision. This is the Court’s decision.

BACKGROUND

Plaintiff, by and through Attorney Joseph Z. Noble, filed a Landlord/Tenant Summary Possession petition on December 9, 2024, seeking possession of the property located at 5 Van Buren Court, Smyrna, DE 19977. The initial filing pertains to a Forthwith Motion hearing request, which was denied and subsequently *scheduled for trial*.³ The trial was held on February 26, 2025, and a judgment was entered in favor of the Plaintiff on March 3, 2025.⁴ The Defendant then filed a timely appeal on February 23, 2025, and a trial *de novo* was held on May 9, 2025.⁵

On the day of trial, Plaintiff Marlene Vega appeared represented by Attorney Joseph Z. Noble. The Defendant Stanley Benedict appeared *pro se*. The Plaintiff’s evidence included exhibits,⁶ and the testimony of witnesses, Jeanna Wolfe (social worker), and Officer Eric Bannon (Smyrna PD). The Defendant’s evidence consisted of his testimony.

¹ 25 *Del C.* § 5717(a). **Nonjury trials.** With regard to nonjury trials, a party aggrieved by the judgment rendered in such proceeding may request in writing, within 5 days after judgment, a trial de novo before a special court comprised of 3 justices of the peace other than the justice of the peace who presided at the trial, as appointed by the chief magistrate or a designee, which shall render final judgment, by majority vote.

² **De Novo trial.** Trying a matter anew, the same as if it had not been heard before and as if no decision had been previously rendered. *Black’s Law Dictionary* (11th ed. 2019).

³ *Scheduled for trial.* Due to the nature of the case, the Court expedited the trial date, which was scheduled for January 10, 2025. However, the Defendant’s failure to appear for that trial date resulted in a default judgment to be issued against him. The judgment was vacated on a motion hearing held on January 23, 2025.

⁴ *Marlene Vega v. Stanley Benedict*. Del. J.P., C.A. No. JP16-24-011892, Dillard, J. (March 31, 2025).

⁵ The trial *de novo* was a hybrid Zoom hearing; the Plaintiff appeared via Zoom, and the Defendant appeared in person.

⁶ At pretrial, the Plaintiff’s counsel motioned for exhibits to be admitted. Because there was no opposition by the Defendant, the evidence was admitted. However, the Court reserved its duty to ensure exhibits adhere to the *Delaware Uniform Rules of Evidence*.

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TESTIMONY

Plaintiff's witness, Jeanna Wolfe, testified regarding the living conditions of the Plaintiff's residence. During her testimony, Ms. Wolfe stated that through her work at Holcom Behavioral Health, she met the Plaintiff, who received services under the Ferra Family Intervention Response Program. Ms. Wolfe explained that in 2024, she visited Plaintiff's 5 Van Buren Court address twice in July (17th and 26th) and four or five times in September. She further testified that during one of her visits, she observed what she described as water plumbing issues leaking through the ceiling.

Ms. Wolfe then verified the contents of a photo taken at the Plaintiff's Van Buren Court residence by her on July 17, 2024, and that the image captured water from the second floor leaking through the ceiling to the first-floor dining room area.⁷ She recalls the Plaintiff told her the cause of the leak was due to a plumbing issue in the second-floor bathroom. Despite being told by the Defendant that the issue would be corrected, neither she nor her children could use the bathroom due to the plumbing issues since their initial move to the residence. Ms. Wolfe then stated that she had personally witnessed water leaking from the first-floor ceiling in the kitchen area, which she found to be concerning. She then verified the contents of another photo, which shows a toilet in a box.⁸ She explained that it was placed in the first-floor entryway and that the picture was taken by her on July 25, 2024. Ms. Wolfe further testified that over the course of her several visits to the residence, she saw the toilet at the same location uninstalled.

Cross-examination of Ms. Wolfe by the Defendant

Ms. Wolfe stated she was unaware of the Plaintiff's move-in date to the residence. Ms. Wolfe also admits she was not aware of any specific payment arrangements between the Plaintiff and the Defendant, unaware of the property's condition when the Plaintiff first moved in, and unaware of the number of children birthed by the Plaintiff.

Plaintiff Marlene Vega testified that around April 2024, she leased the rental unit located at 5 Van Buren Court from the Defendant for \$1,650.00 per month, but departed the residence on November 20, 2024, and had not resided there since.⁹ Plaintiff referenced the first page of her lease agreement¹⁰ which

⁷ Plaintiff's Exhibit K

⁸ Plaintiff's Exhibit R

⁹ During the initial trial, **possession** was still being contested. However, possession has since been returned to the Plaintiff. As such, the matter for this case is to determine any damages during the tenancy.

¹⁰ Plaintiff's Exhibit I

started in February of 2024, but the move-in date was delayed until April 2024 due to the rental property's pending inspection and maintenance. However, she never saw or was provided a copy of the Delaware Landlord-Tenant Code. Plaintiff further stated that she paid \$1,650.00 rent (per Defendant's request), via Cash App, Walmart2Walmart, and in person for the months of April through September 2024. Likewise, Plaintiff noted that on occasion, she would communicate with the Defendant via text message and that some of his messages made her feel uncomfortable.

The Plaintiff then described the contents of a text message from the Defendant, sent the morning of June 29, 2024, with a picture of the front of the residence (taken at night) attached in the message. The message reads, "you have the place looking good."¹¹ Plaintiff reported that the exchange made her feel uncomfortable. She also recalled other instances in July and another in November of 2024, where the Defendant would appear in front of her residence, giving her the same discomfort.

Concerning the utilities, the Plaintiff attests that she and the Defendant agreed that she would be responsible for paying the gas and electricity, but the billing accounts were kept in the Defendant's name. Plaintiff furthered that the process became confusing in that she was not permitted to view the billing statements from Smyrna Electric, despite making direct payments. The Plaintiff then referenced another set of text messages between her and the Defendant, dated August 2024. Said messages show the Defendant instructed her to pay \$275.00 to Smyrna Electric to restore service to her residence.¹² The texts also show the Defendant informed the Plaintiff that Smyrna Electric told her that a \$275.00 payment would not be sufficient to restore electric power due to the Defendant's unpaid \$1,240.00 outstanding account balance. The text messages then show that on September 18, 2024, the Plaintiff complained to the Defendant that the electrical power was off again. She asserts that electrical power was not restored until November 5, 2024, and turned off again on November 20, 2024. Plaintiff states she paid the Defendant \$1,550.00 on November 2, 2024, for the electrical power only to have it shut off on November 20, 2024.

Concerning the condition of the electric meter serving her residence, the Plaintiff asserts that she neither damaged, removed, knew who removed, nor asked anyone to remove the power meter. She then explained the contents of an image showing a missing electric meter which was sent by the Defendant to the Plaintiff in a text message, dated September 29, 2024.¹³ The Plaintiff explained that she informed the Defendant that she did not remove the power meter and then described problems she had

¹¹ Plaintiff's Exhibit C

¹² Plaintiff's Exhibit D

¹³ Plaintiff's Exhibit E

experienced since moving into the residence. The Plaintiff reports the meter was replaced by the Defendant on November 6, 2024. However, on November 16, 2024, the Defendant accused the Plaintiff of admitting to what took place with the electric meter.¹⁴ The Plaintiff responded to the Defendant's text and stated that she and her children are sick due to no heat, she had not been paid, the breakdown did not add up, and that she would need assistance for October.

In efforts to bring about a resolution, the Plaintiff states they agreed to meet on November 20, 2024, to discuss the situation with the electricity and his making repairs to the residence. However, when the Plaintiff told him that she needed electricity and heat in the residence, the Defendant raised both hands, and said, "You make me feel like choking you the 'f' [expletive] out," and "laughed it off." On that same day, because she felt scared about his behavior, she informed the Police about the incident, which resulted in a police report.¹⁵

The Plaintiff further stated that during her tenancy in the property, she had four children, one of whom has asthma and uses a nebulizer. The Plaintiff has not returned to the home after the exchange with the Defendant, and the residence also had no electricity. She recalls being scared due to the Defendant's appearing in front of her residence, then the Defendant's threats toward her during a time that she was pregnant, and knowing the back door and windows to the residence would not lock. The Plaintiff then assessing the overall condition of the rental property, she listed: the water which leaked from the second-floor main bathroom which was not useable; the water leak in the bathroom was significant enough to leak and crack the dining and living room ceilings; the residence had no smoke or carbon monoxide filters installed in addition to the electrical; and issues with the lack of heat. She asserts the Defendant was made aware of the issues mentioned through text messages. Although the Defendant made several personal visits to the residence to view the issues, the Defendant repaired none of them. The Plaintiff supported her testimony by describing the contents of a 10-second video (taken by the Plaintiff) of water leaking from the ceiling kitchen light socket located on the first floor.¹⁶

The Plaintiff then explained a text message exchange between her and the Defendant, dated April 20, 2024, they discussed the payment method instruction from the Defendant, which directed the Plaintiff to pay \$700 via Walmart2Walmart money transfer.¹⁷

¹⁴ Plaintiff's Exhibit G

¹⁵ Plaintiff's Exhibit H – limiting instruction: Due to now-retired Officer Coulbourne's unavailability, it was not provided to prove the matter asserted. Simply to show that a report was made.

¹⁶ Plaintiff's Exhibit J

¹⁷ Plaintiff's Exhibit A

Cross-examination of the Plaintiff by the Defendant

The Plaintiff stated she had five children when they moved into the residence in April 2024, and paid \$1,650.00 rent from April to September 2024. The electrical power was in the Defendant's name and had no issues with the electrical power from April through July 2024. The electrical power was initially turned off in August and restored sometime in September. It was turned off again in September, restored around October 2024, turned off a third time in October, and restored in November. However, it was turned off again sometime in November 2024. She departed the residence before October 2024 because it had no heat. She returned to the residence around November 5th or 6th, 2024, but departed again before November 20, 2024, and has never returned. The Plaintiff stated the message and the photo the Defendant took at night made her feel uncomfortable.¹⁸ The Plaintiff, although claiming she was scared, continued to reply to the Defendant because she was still trying to address the problems. The alleged threatening communication by the Defendant occurred sometime around November 17, 2024. The Plaintiff recalls giving the Defendant \$1,550.00 via Cash App for the electric *tap fee*,¹⁹ but that she has no knowledge of what took place with the electric meter stoppage.

The Defendant commenced his testimony through witness Officer Bannon, who confirmed he has been a sworn law enforcement officer since 2019 and has knowledge of the incident regarding the electric meter at 5 Van Buren, Smyrna, DE; that the Plaintiff admitted her brother came to the unit and altered the electrical meter to keep the Plaintiff from paying for electric service. Officer Bannon further testified that the Plaintiff and her brother have an active warrant for their arrest for the removal of the electrical meter. Finally, he is aware that the Plaintiff filed a complaint against the Defendant.

Cross-examination of Officer Bannon by the Plaintiff

Officer Bannon admits he used a copy of the police report to refresh his memory prior to testifying about the Plaintiff's involvement with the damaged electrical meter.²⁰ Finally, that he was not the officer who met the Plaintiff for the complaint against the Defendant.

The Defendant testified that he allowed the Plaintiff to keep the electricity in his name and not require her to pay a security deposit as a means of help. He also allowed the Plaintiff to pay half of the \$1,650 rent money from April through September 2024 and would begin paying full rent in October 2024. The said discount was to account for the condition of the apartment. The Defendant also noted that Plaintiff

¹⁸ Plaintiff's Exhibit C – Defendant's message reads "you have the place looking good."

¹⁹ *Tap fee*: typical for the cost of installing/connecting utility services.

²⁰ Plaintiff challenged the officer's use of his notes. However, *Johnson v. State*, 253 A.2d 206(Del. Supr., 1969), the Court ruled, "The Police Department, of course, is not a 'business' in the ordinary sense of the word; but it is in the 'business' of law enforcement; and the reports and record kept in connection with such enforcement are, in our view, 'business records' within the meaning of s 4310." ("4310," reference to 10 Del. C. § 4310)

stated in her testimony that she had no knowledge of the electrical meter being damaged. However, Officer Bannon confirmed the Plaintiff admitted knowing about the damage to the electrical meter – she lied during her testimony - she and her brother both have arrest warrants as a result of the damaged electric meter. She and her brother conspired to steal the electricity. The Defendant furthered that the electrical power was not restored in November 2024, the Plaintiff used the meter issues as an excuse to oust herself from the property and sue him for money. Defendant attests that he charged Plaintiff half of the rent due from May thru September 2024 and has the Cash App to corroborate that fact.

Cross-examination of the Defendant by the Plaintiff

The Defendant testified that he charged Plaintiff half the rent for the entire period and that the Town of Smyrna shut the water off to the property in December.

Burden of Proof: In order for a plaintiff to prevail in a civil action, they must establish their claim by a *preponderance of evidence*.²¹ A defendant may prevail when they bring an equal weight of evidence or greater, stating otherwise. In other words, parties win their case not from the amount of evidence but due to the convincing *force of evidence*.²²

ANALYSIS

The Plaintiff structured their case on two main arguments: the first is their position for rent abatement due to a lack of essential services, and the second is their position for monetary damages due to an unlawful ouster (*constructive eviction*). The Defendant simply refuted their arguments, stating he and the Defendant had already resolved the issues that would justify seeking rent abatement, and that he has never indicated in any way that he wishes to ouster the Plaintiff. The following is the analysis:

Case for Rent Abatement, Due to Loss of Essential Services

According to 25 Del. C. § 5308, essential services include: hot water, heat, water, and electricity. The statute obligates landlords to provide tenants with these essential services, and if they fail to do so, the tenant may terminate the lease agreement or be entitled to 2/3 per diem upon notice by the tenant.²³

²¹ **Preponderance of the evidence.** The greater weight of the evidence, not necessarily established by the greater number of witnesses testifying to a fact but by evidence that has the most **convincing force** [*emphasis added*]; superior evidentiary weight that, though not sufficient to free the mind wholly from all reasonable doubt, is still sufficient to incline a fair and impartial mind to one side of the issue rather than the other. *Black's Law Dictionary* (11th ed. 2019).

²² *Id.*,

²³ 25 Del C. § 5308. **Essential services; landlord obligation and tenant remedies.** (a) If the landlord substantially fails to provide hot water, heat, water or electricity to a tenant, or fails to remedy any condition which materially deprives a tenant of a substantial part of the benefit of the tenant's bargain in violation of the rental agreement; or in violation of a provision of this Code; or in violation of an applicable housing code and such failure continues for 48 hours or more, after the tenant gives the landlord actual or written notice of

In this matter, the Plaintiff provided testimony regarding the unit's electrical power being regularly turned off and then restored from August through November 2024. The Defendant refuted the Plaintiff's claims. However, neither party substantiated their testimony to give the Court any indication of the amounts paid toward electric service. Furthermore, although it appears the electricity was being turned off by the utility company due to a balance owed, it is unclear what the cause was for such a sum owed. In other words, the Court could not make certain if the balance owed was because the Defendant mismanaged funds or because the Plaintiff consumed a large amount of electricity. Finally, the period of time when the electrical power was cut off because the meter was altered/removed should not be the Defendant's responsibility. The Plaintiff, exposing herself to perjury, had already admitted to Officer Bannon that it was her sibling who *altered the electrical meter to keep the Plaintiff from paying for electric service.*²⁴ This portion of time would fall under the "impossibility of performance,"²⁵ thus, favoring the Defendant.

The statute also includes essential services as the obligation *to remedy any condition which materially deprives a tenant of a substantial part of the benefit of the tenant's bargain in violation of the rental agreement.*²⁶ In this matter, the Plaintiff highlights her belief that the condition of the apartment materially deprived her of benefiting from the bargain. However, the Defendant testified that they remedied this issue when he allowed her to only pay half of the rent due and even waived the security deposit. Although the Plaintiff claims she paid the full rent amount, there was no evidence to substantiate her testimony. It simply remained her word against his.

Given these factors, and the incongruent testimony regarding the actual amount, timeline of rent payments, the Court finds there is insufficient proof substantiating the Plaintiff's claim for rent abatement due to a loss of essential services.

the failure, the tenant may: (1) Upon written notice of the continuation of the problem to the landlord, immediately terminate the rental agreement; or (2) Upon written notice to the landlord, keep 2 /3 per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied. The landlord may avoid this liability by a showing of impossibility of performance.

²⁴ Officer Bannon's testimony regarding the Plaintiff's admission to him about the electric meter.

²⁵ 25 Del C. § 5308 (a) (2). **Essential services; landlord obligation and tenant remedies.** Upon written notice to the landlord, keep 2 /3 per diem rent accruing during any period when hot water, heat, water, electricity or equivalent substitute housing is not supplied. The landlord may avoid this liability by a showing of impossibility of performance (*emphasis added*).

²⁶ 25 Del. C. § 5308 (a). **Essential services; landlord obligation and tenant remedies.**

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Case for an Unlawful Ouster through a Constructive Method

According to 25 Del. C. § 5313, an unlawful ouster is effected when the tenant is “removed from the premises or excluded therefrom by the landlord or the landlord’s agent...”²⁷ However, because the Plaintiff alleges it was not a direct ouster but instead it was an ouster through a series of actions by the Defendant that constructively led to the ouster, the Court must consider their argument for an unlawful *constructive eviction*.²⁸ Case law notes the elements of a constructive eviction require that:

“[T]he landlord must have been in fault in some manner, constituting a serious interference of a more or less permanent character with the habitable condition of the demised premises. The mere fact, therefore, that such premises have for some cause become uninhabitable after the tenant has taken possession and have been abandoned by him, if such condition was not in any sense caused an intentional wrongful act, or a negligent failure of the landlord to act, in violation of some legal duty owned by him to the tenant, will not constitute a constructive eviction landlord.”²⁹

In this matter, the Plaintiff seeks treble damages due to an unlawful constructive eviction which allegedly culminated from (1.) the Defendant’s alleged violent threats toward the Plaintiff, (2.) receipt of photos taken by the Defendant at night of the home causing her alarm, (3.) a residence which was reportedly uninhabitable, and (4.) the Defendant’s refusal to make any repairs. However, the Plaintiff’s testimony is that she elected to return to the property and reside there despite the alleged infrequent availability of the essential services. Furthermore, the Plaintiff did not overcome the Defendant’s testimony that the condition of the rental unit was resolved through a 50% discount on rent. There was also insufficient proof that the messages at night concerning the condition of the rental, with a drive-by picture of the house, would cause a *reasonable person to be in fear*.³⁰ Finally, the police report concerning the Defendant had threatened the Plaintiff, did not prove the matter asserted. Given the totality of circumstances, the Plaintiff has not shown how the landlord’s alleged shortfalls *constitute a serious interference of a more or less permanent character*.³¹ The alleged wrongs simply do *not*

²⁷ 25 Del C. § 5313. **Unlawful ouster or exclusion of tenant.** If removed from the premises or excluded therefrom by the landlord or the landlord’s agent, except under color of a valid court order authorizing such removal or exclusion, the tenant may recover possession or terminate the rental agreement. The tenant may also recover treble the damages sustained or an amount equal to 3 times the per diem rent for the period of time the tenant was excluded from the unit, whichever is greater.

²⁸ Black’s Law Definition: - **constructive eviction** (1826) 1. A landlord's act of making premises unfit for occupancy, often with the result that the tenant is compelled to leave.

²⁹ *Leech v. Husbands*, 152 A. 729 (Del. Super. Ct. 1930).

³⁰ *Farrall v. A.C. & S. Co., Inc.*, 558 A.2d 1078 (Del. Super Ct. 1989). “The test is whether a plaintiff's fear is such that a reasonable person would have in these circumstances. Contrary to defendants' contention, the reasonable person standard is an ‘external and objective [standard], rather than the individual judgment, good or bad, of the particular actor; and it must be, so far as possible, the same for **all** persons.’” Citing: Prosser and Keeton on Torts § 32 at 173–74 (5th ed. 1984).

³¹ *Leech v. Husbands*, 152 A. 729 (Del. Super. Ct. 1930).

*constitute a constructive eviction.*³² As such, the Plaintiff has not proven by a preponderance of evidence that the Defendant effected an unlawful ouster through a *constructive eviction*.

CONCLUSION

After considering the evidence and testimony presented, the Court finds the Plaintiff has not proven their case by a preponderance of the evidence and finds in favor of the Defendant.

IT IS SO ORDERED 06th day of June, 2025

/S/ MICHAEL GREEN (SEAL)

JUSTICE OF THE PEACE COURT
FOR THE 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).

³² *Id.*,