

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

KATHLEEN SPRAGUE
Plaintiff Below,

VS

ALBERTO TOMAS GONZALES
SELENA ARACELIS CARROLL
Defendant Below,

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C.A. No. JP17-25-001518

TRIAL DE NOVO

Submitted: June 30, 2025

Decided: July 8, 2025

APPEARANCES:

Plaintiff/Appellee was represented by Paul Enterline, Esq.
Defendants/Appellants were self-represented

Deborah Keenan, Deputy Chief Magistrate
Bethany Crowley, Justice of the Peace
Scott Willey, Justice of the Peace

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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
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CIVIL ACTION NO: JP17-25-001518

KATHLEEN SPRAGUE VS ALBERTO GONZALES ET AL

ORDER ON TRIAL DE NOVO

HISTORY

Plaintiff/Appellee, Kathleen Sprague D/B/A Raymond Rentals, filed this action against Defendants/Appellants, Alberto Gonzales and Selena Carroll, in February 2025, seeking possession of the property at 205 N. Hantwerker Drive, Delmar, based on a seven-day notice to terminate for Breach of Lease. Trial before a single judge was held May 15, 2025. The judge below ruled from the bench that no landlord-tenant relationship was created but continued the case if Defendants/Appellants, wished to pursue an unlawful ouster counterclaim (not raised until the day of trial). After the trial, and upon further consideration, the judge below amended the order stating in the written order, "as no landlord-tenant relationship exists, Defendants cannot assert a claim for unlawful ouster." This is noteworthy as it potentially affected Defendants/Appellants' timeliness in filing an appeal. In fact, an appeal was filed by on May 27, seven days after the date of judgment. Pursuant to 25 *Del. C.* §5715, a party in a nonjury trial may request an appeal within five days. Plaintiff/Appellee motioned the Court to dismiss the appeal as untimely. That motion was denied due to the discrepancy in the order from the bench and the written order, and because the Defendants/Appellants are not efilers. Justice of the Peace Civil Court Rule 6(e) states, "Whenever a party has the right or is required to do some act or take some action within a prescribed period after being served and service is by mail, three (3) days shall be added to the prescribed period." The appeal was approved and a *trial de novo* before a three-judge panel was held June 30, 2025.

FACTS

Mr. Gonzales and Ms. Carroll signed a lease October 7, 2024, for the property at 502 N. Hantwerker Drive, Delmar. There were several conditions under which the lease was signed, including that Gonzales and Carroll were responsible for repairs to the house to bring it up to code, (i.e., make it inhabitable) and for transferring the electric account into their name. In exchange for the work, the first two months' rent would be offset, and materials would be provided. There was no specified end date for the repairs to be completed other than this was a one-year lease. The repair work stretched on for several months. Gonzales testified that there were health and financial setbacks which caused him to be unable to complete the work in a timely manner. Over the course of the next few months Ms. Sprague's siblings became involved, visiting the property and checking the progress of the work. Testimony revealed that minimal work was completed, and supplies were missing. Sprague believed Gonzales and his family were living in the house. In late December Sprague's brother changed the locks on the doors and Gonzales testified he could not enter. Sprague provided Gonzales multiple opportunities to remove personal items from the home, but Gonzales did not show up at the agreed upon times to collect the belongings.

On February 14, Sprague sent a notice of Breach of Lease to Gonzales and Carroll terminating the lease because the electric account had not been transferred into their names. Gonzales and Carroll did not cure within the seven-day period allowed, and this action was initiated. At the April 17 trial date,

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the case was continued three weeks for possible settlement. Sprague testified this was to allow Gonzales an opportunity to complete the work. In late April, the building inspector for the Town of Delmar conducted an inspection. There was no plumbing, hence no running water and the occupancy permit was denied.

Gonzales testified he was not disputing possession, but alluded to a claim for damages, to include hotel bills, resulting from unlawful ouster. The Court finds no merit to this claim. It is undisputed that Gonzales and Carroll were not supposed to be living in the house, and they claimed they were not, although there was furniture and other personal items in the home because Gonzales could not get a big enough trailer to hold his family's belongings. They alone determined when the house would be ready for occupancy and acknowledged they did not complete the work. There was never an agreement to pay for hotel bills while the work progressed.

DISCUSSION

The first question for the Court to consider is the existence of a Landlord-Tenant Relationship. Clearly there was an agreement that Gonzales and Carroll would perform certain tasks in exchange for rent, for at least two months. Some minimal work was completed, but not to the standard which would allow for occupancy. In fact, Gonzales admitted there was nothing to prevent him from finishing the work. The fact that they did not move in does not negate that there was a valid lease in effect with conditions allowing for eventual occupancy. One of those conditions was that the electricity be transferred to Gonzales and Carrolls' names. There is no need to consider testimony which goes beyond this breach. Tenants had seven days to cure, and they did not. The lease was terminated at that point pursuant to 25 *Del. C.* §5513 (a), "If the tenant breaches any rule or covenant which is material to the rental agreement, the landlord shall notify the tenant of such breach in writing and shall allow at least 7 days after such notice for remedy or correction of the breach." Evidence presented at trial included the signed residential lease, Addendum A, outlining the terms of the repair work, and the notice of Breach of Lease, properly served.

In a civil case, the plaintiff has the burden of proving its case by a preponderance of the evidence, meaning that a party's claim is more likely true than not. Plaintiff has met that burden.

The Court determines that a Landlord-Tenant relationship does exist, that the lease commenced on the date of signing, and that Defendants/Appellees breached the terms of that lease.

ORDER

Accordingly, judgment is entered in favor of Kathleen Sprague D/B/A Raymond Rentals, and against Alberto Gonzales and Selena Carroll for possession and court costs.

IT IS SO ORDERED 08th day of July, 2025

/S/Deborah Keenan, Deputy Chief Magistrate (SEAL)

For the 3-judge panel



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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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