

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

KEVIN MCLANE  
Plaintiff Below,

VS

DONALD J BROWN  
Defendant Below,

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C.A. No. JP17-25-004967

TRIAL DE NOVO

Submitted: November 24, 2025

Decided: December 11, 2025

**APPEARANCES:**

Paul Enterline, Esq., for Plaintiff/Appellant

Donald J. Brown, Defendant/Appellee did not appear

Deborah Keenan, Deputy Chief Magistrate

Jennifer Sammons, Justice of the Peace

Scott Willey, Justice of the Peace

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

**CIVIL ACTION NO: JP17-25-004967**

**KEVIN MCLANE VS DONALD J BROWN**

**ORDER ON TRIAL DE NOVO**

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

This is the decision of the three-judge panel and the judgment of the Court following a trial *de novo* pursuant to 25 *Del. C.* § 5717 held virtually on November 24, 2025. Defendant/Appellee, Donald Brown, tenant, failed to appear. Pursuant to Justice of the Peace Civil Court Rule 72.1(f), "If the appellee fails to appear, the Court may enter a default judgment pursuant to Rule 55(b)." The presumption is that a default judgment should be entered in favor of the Plaintiff/Appellant, Kevin McLane, landlord. At trial before a single justice of the peace, this matter was dismissed for lack of jurisdiction. Therefore, Plaintiff/Appellant was asked to present argument as to the jurisdiction of this court.

**FACTS**

This complaint was filed as a commercial unit summary possession claim. The parties entered into a Lease Agreement with Option to Purchase for property located at 26486 Mt. Joy Road in Millsboro, Delaware on which the Defendant/Appellee intended to make improvements. At some point a camper trailer and/or vehicles were placed on the unimproved property. It is alleged the Defendant/Appellee began residing in one of the trailers. The initial claim was for a breach of the lease agreement stemming from alleged violations of the Property Maintenance Code governed by Sussex County Code. Thereafter a Notice of Default was sent for failure to pay rent allowing 120 days to pay the balance due on the purchase price. Upon failure to remedy the default, the Lease Agreement with Option to Purchase converted to landlord/tenant agreement pursuant to 25 *Del. C.* §314(d)(2). Plaintiff/Appellant requests possession only.

**ARGUMENT**

Plaintiff/Appellant argues the initial violation of the contract, namely Section III(d), "Tenant shall comply with all building, zoning and health codes and other applicable laws for the use of said premises," is sufficient to award possession. The contract under Section III(g) states:

*In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, Landlord shall have full rights to terminate the Lease in accordance with state law and re-enter and re-claim possession of the leased premises in addition to such other remedies available to Landlord arising from said breach.*

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In addition, Defendant/Appellee defaulted on the terms of the lease when he failed to make timely rental payments, thus converting the agreement to a landlord tenant agreement based on the provisions of 25 Del. C. § 314 (d)(3):

*If, after default, the buyer or buyers fail to redeem the property by full payment within 120 days, the contract converts by law to a landlord/tenant agreement, wherein rent shall be the rental value established in paragraph (d)(1) of this section above and which shall apply retroactive to the date of default.*

The conversion of the agreement to a landlord/tenant agreement pursuant to the above statute is identified as one circumstance under which the Residential Landlord-Tenant Code applies. The applicability of the Delaware Landlord-Tenant Code is addressed in 25 Del. C. §5101, which states the following:

*(c) This Code shall apply to any relationship between parties arising by law under a conditional sales agreement which has been converted to a landlord/tenant agreement by operation of § 314(d)(3) of this title, but shall not apply to any other conditional sales agreement.*

#### DECISION

Based on the arguments presented above, this court determines that the Justice of the Peace Court has jurisdiction over this claim. Thus, the default judgment shall be entered.

#### ORDER

Accordingly, a default judgment is entered in favor of the Plaintiff/Appellant, Kevin McLane, and against the Defendant/Appellee, Donald Brown, for possession. Court costs in the amount of \$123.75 are also awarded.

IT IS SO ORDERED 11th day of December, 2025

/s/Deborah Keenan (SEAL)  
Deputy Chief Magistrate  
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).