

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

REYBOLD VENTURE GROUP XI APT A	§	
Plaintiff Below,	§	
Appellant	§	
	§	C.A. No. JP13-25-010534
VS	§	
	§	
HAGOP POSHOGLIAN	§	
Defendant Below,	§	
Appellee	§	

Submitted: February 5, 2026
Decided: February 9, 2026

APPEARANCES:

Plaintiff/Appellant , REYBOLD VENTURE GROUP XI APT A, by Jillian M. Pratt, Esquire
Defendant/Appellee, HAGOP POSHOGLIAN, *Pro Se*

PANEL:

Sean McCormick, Deputy Chief Magistrate
Christopher Portante, Justice of the Peace
Peter Burcat, Justice of the Peace

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

CIVIL ACTION NO: JP13-25-010534

REYBOLD VENTURE GROUP XI APT A
VS
HAGOP POSHOGLIAN

ORDER ON *TRIAL DE NOVO*

The Panel has entered an Order in the following form:

Procedural and Factual Background

On July 18, 2025, Plaintiff/Appellant REYBOLD VENTURE GROUP XI APT A, by and through its *Form 50* agent, Valerie Sharp, filed a Landlord-Tenant Complaint against Defendant/Appellee HAGOP POSHOGLIAN. Plaintiff sought summary possession of a rental property alleged to be occupied by Defendant/Appellee. Plaintiff alleged a Lease Agreement between the landlord, Plaintiff herein, and Mr. Poshoghlian, the tenant herein, had terminated but Mr. Poshoghlian continued to occupy the rental property. On August 4, 2025, John J. Klusman III, Esquire, entered his appearance on behalf of Defendant. On September 17, 2025, William B. Larson, Jr., Esquire, an associate of Mr. Klusman, entered his appearance on behalf of Defendant. A trial took place on December 3, 2025. Subsequently, on January 2, 2026, the Court entered an Order dismissing the case without prejudice. On January 6, 2026, Jillian M. Pratt, Esquire, entered her appearance on behalf of Plaintiff. On January 8, Ms. Pratt filed a Request for a *Trial de Novo*. A *Trial de Novo* was scheduled for February 5, 2026. On January 27, 2026, a joint motion by both Mr. Klusman and Mr. Larson was filed to withdraw as counsel for Defendant. On January 30, 2026, the motion to withdraw was granted.

On February 5, 2026, Plaintiff/Appellant REYBOLD VENTURE GROUP XI APT A, by and through its counsel, Jillian M. Pratt, Esquire, appeared via *Zoom*. Defendant/Appellee HAGOP POSHOGLIAN, *Pro Se*, likewise appeared via *Zoom* for the *Trial de Novo* (“TDN”). The Parties were provided an opportunity to discuss a resolution, but the Panel was subsequently advised a resolution was not reached. The Parties agreed to proceed with the TDN. Opening statements were waived.

Ms. Pratt called Roberta Jenkins as Plaintiff/Appellant’s first witness. Ms. Jenkins testified she was the property manager for Plaintiff, and she knew Defendant/Appellee was a tenant at Plaintiff’s property. Ms. Jenkins stated there was a Lease Agreement between the Parties. Ms. Pratt had a Lease Agreement marked as Plaintiff’s Exhibit P-1. Ms. Jenkins testified the Lease Agreement was for the

period of May 1, 2024 through April 30, 2025. P-1 was admitted into evidence without objection. Ms. Pratt had a letter dated February 25, 2025 marked as Plaintiff's Exhibit P-2. Ms. Jenkins testified the letter was a notification to Mr. Poshoghlian advising him his lease was not being renewed. The letter was determined to be a 60-Day Notice of non-renewal, advising Mr. Poshoghlian that he needed to vacate the rental property by no later than April 30, 2025. Ms. Jenkins stated the letter was mailed to Mr. Poshoghlian on February 25, 2025. P-2 was admitted into evidence without objection. Ms. Jenkins further stated Mr. Poshoghlian did not vacate the rental property by April 30, 2025, and he was still in possession of the property. Ms. Pratt had a document marked as Plaintiff's Exhibit P-3. Ms. Jenkins testified P-3 was a ledger for Mr. Poshoghlian's account with Plaintiff/Appellant. Ms. Jenkins stated the February 25, 2025 letter, P-2, included an advisement that failure to timely vacate the rental property could result in the charging of double hold-over rent. P-3 was admitted into evidence without objection. Ms. Pratt had no further questions for Ms. Jenkins. Ms. Pratt advised the Panel, Plaintiff/Appellant was seeking possession of the rental property and a judgment in the amount of \$ 21,878.84, plus court costs and *Per Diem* rent until such time as Mr. Poshoghlian vacated or was removed from the rental property.

On cross-examination Ms. Jenkins stated one of the reasons for not renewing the Lease Agreement was due to activities in the rental unit. Ms. Jenkins testified a 7-Day Letter was sent the same day the 60-Day Notice was sent. Defendant/Appellant had no further questions for Ms. Jenkins. Ms. Pratt had no re-direct questions for Ms. Jenkins. Ms. Pratt stated she had no further witnesses and Plaintiff/Appellant rested.

Defendant/Appellee called Mr. Poshoghlian as Defendant/Appellee's first, and only witness. Mr. Poshoghlian testified he moved into the apartment in 2014, and since that time, the lease had been renewed. He stated there were no problems until a new neighbor moved into the building in 2024, and subsequently there were noise issues with that new neighbor. Mr. Poshoghlian further stated Plaintiff/Appellant's claim of noise by Mr. Poshoghlian was the reason the non-renewal was issued. Defendant/Appellee stated to the Panel the "Fair Housing Law" stated a landlord needed a reason to terminate a lease agreement. He insisted Landlord/Plaintiff/Appellant was retaliating against him and that was why his lease was not being renewed. Mr. Poshoghlian concluded his testimony by stating he just wanted a few more months to vacate, and he did not know why the landlord would not give him a few more months.

Ms. Pratt had no cross-examination questions. Defendant/Appellant rested. Both Parties waived closing arguments.

Findings

The *Landlord-Tenant Code* regulates and sets forth the legal rights, remedies and obligations of all the parties to a residential rental agreement within the State of Delaware. See 25 *Del.C.* §5101, *et seq.* There is no dispute Plaintiff/Appellant REYBOLD VENTURE GROUP XI APT A and Defendant/Appellee HAGOP POSHOGLIAN had a Lease Agreement between the Parties for the rental property located at 124 Roger Chaffee Square, Bear, Delaware. It is undisputed Mr. Poshoghlian continued to occupy the rental unit.

The issue before the Panel is, did Plaintiff/Appellant prove by a preponderance of the evidence that Plaintiff/Appellant REYBOLD VENTURE GROUP XI APT A properly terminated the Lease Agreement, and Tenant/Defendant/Appellee HAGOP POSHOGLIAN has not timely vacated the rental property.

Bomba's Rest. & Cocktail Lounge, Inc. v. Lord De La Warr Hotel, Inc. 389 A.2d 766 (Del. 1978) held that the Justice of the Peace Court is a court of statutory jurisdiction. Therefore, this Court must assure the requirements of 25 *Del.C.* §5101, *et seq.* are met. A plaintiff must fully comply with all applicable statutory requirements for this Court to issue a judgment in favor of a plaintiff. As mentioned, a plaintiff has the burden of proving their case by a preponderance of the evidence. "Preponderance of the Evidence is a standard of proof that is met when a party's evidence indicates that the fact 'is more likely than not' what the party alleges it to be. Evidence which, as a whole, shows the fact to be proved is more probable than not." 9 *Del. Admin. Code* 303-5.0.

The Panel has reviewed the documents entered into evidence. Those documents include the Lease Agreement and the notice of non-renewal. While the February 25, 2025 letter is not captioned "60-Day Notice of Termination," the letter is captioned "NON-RENEWAL." The noticed date to vacate was April 30, 2025, which corresponded to the lease term end date. The intent of the letter was to notify Tenant/Defendant/Appellee that his lease was not being extended beyond the lease end date. With a notice of non-renewal, Landlord/Plaintiff/Appellant was obligated to adhere to the time specifications in Delaware's *Landlord-Tenant Code*. Specifically, 25 *Del.C.* §5106(c) states:

. . . the landlord may terminate any rental agreement, other than month-to-month agreements, by giving a minimum of 60 days' written notice to the tenant prior to the expiration of the term of the rental agreement. The notice shall indicate that the agreement shall terminate upon its expiration date.

The statute does not list "cause" as a requirement. The right to terminate a lease agreement at the end of the term, by either party to the lease agreement, is considered an absolute right. "If a statute is unambiguous, there is no need for judicial interpretation, and the plain meaning of the statutory language controls." *Eliason v. Englehart*, 733 A.2d 944 (Del. 1999). "Delaware judicial officers may not create or amend statutes, nor second-guess the soundness of public policy or wisdom of the General Assembly in passing statutes, nor may they interpret or construe statutes and other Delaware law when the text is clear and unambiguous." 10 *Del.C.* 5403(a). Although Defendant/Appellant has argued the "Fair Housing Law" requires a landlord to provide a reason to terminate a lease agreement, he has not provided the Panel with any specific law nor statute to support his position. To the contrary, the *Delaware Landlord Tenant Code*, as cited herein does not require cause nor reason to not renew a lease agreement at the conclusion of the term of the lease.

Defendant/Appellee has argued a 7-Day notice should be considered by the Panel, as the 7-Day notice referenced an issue regarding noise. Neither Party introduced into evidence any 7-Day notice and therefore, the Panel is not constrained to consider any such notice or any contentions that may or may not be in any such notice.

Defendant/Appellee has argued Landlord/Plaintiff/Appellant sought to terminate the Lease Agreement as retaliation in reference to a noise issue. 25 *Del.C.* 5516 sets forth what retaliatory acts are prohibited, and defenses to any claim of retaliation. More specifically:

A retaliatory act is an attempt on the part of the landlord to: pursue an action for summary possession or otherwise cause the tenant to quit the rental unit involuntarily; demand an increase in rent from the tenant; or decrease services to which the tenant is entitled after:

(1) The tenant has complained in good faith of a condition in or affecting the rental unit which constitutes a violation of a building, housing, sanitary or other code or ordinance to the landlord or to an authority charged with the enforcement of such code or ordinance; or

(2) A state or local government authority has filed a notice or complaint of such violation of a building, housing, sanitary or other code or ordinance; or

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(3) *The tenant has organized or is an officer of a tenant's organization; or*

(4) *The tenant has pursued or is pursuing any legal right or remedy arising from the tenancy.*

25 *Del.C.* 5516(b). During the TDN, Defendant/Appellee did not establish any one of the four conditions as set forth in 25 *Del.C.* 5516(b). In addition, it is a defense to a claim of retaliation that "(t)he landlord is seeking to recover possession of the rental unit on the basis of a notice to terminate a periodic tenancy, which notice was given to the tenant prior to the complaint or request." 25 *Del.C.* 5516(d)(8). The Panel finds Defendant/Appellee has failed to establish a claim of retaliation, and Landlord/Plaintiff/Appellant has not acted improperly.

The Panel finds Plaintiff/Appellant has met its burden of proving their case by a preponderance of the evidence. The Lease Agreement ended on the last day of the lease term (April 30, 2025), as specified in the lease. Mr. Poshoghlian was timely sent a notice of non-renewal, and therefore he was obligated to vacate the rental property on or before April 30, 2025. He has not vacated. Plaintiff/Appellant confirmed Mr. Poshoghlian has continued to pay the monthly rent as set forth in the Lease Agreement. However, Plaintiff is seeking double holdover rent under 25 *Del.C.* 5515(b), which states:

Whenever the term of the rental agreement expires, as provided herein or by the exercise by the landlord of a right to terminate given the landlord under any section of this Code, if the tenant continues in possession of the premises after the date of termination without the landlord's consent, such tenant shall pay to the landlord a sum not to exceed double the monthly rental under the previous agreement, computed and pro-rated on a daily basis, for each day the tenant remains in possession for any period.

The Panel finds Defendant/Appellee has shown good faith in continuing to pay, at a minimum, the agreed upon monthly rent as set forth in the Lease Agreement. However, the Panel further finds there has been some prejudice to Plaintiff/Appellant in not having Mr. Poshoghlian timely vacate the rental property, which has delayed Plaintiff/Appellant from re-leasing, possibly at a higher rental rate, the property to another tenant. The Judgment here will include a sum in excess of the monthly rent as holdover, and will include the excess amount in the *Per Diem* calculation.

Plaintiff/Appellant has requested the Judgment include a \$20 per month charge for the use of a storage unit. As this amount was specifically set forth in the agreement between the Parties, the Judgment will include the monthly storage fees. Plaintiff/Appellant has requested the Judgment include amounts for utility bills. Utility bills vary each month and therefore must be evidenced. Plaintiff/Appellant did not introduce any utility bills into evidence during the TDN, and therefore the Panel cannot determine what amounts were the responsibility of Defendant/Appellee. The Judgment will not include any amounts for utility bills.

Judgment

Based upon the foregoing, the Panel enters herewith JUDGMENT FOR PLAINTIFF/APPELLANT as follows:

Judgment Total: **\$ 3,298.88**

Court Costs: **\$ 50.00**

Per Diem: \$ 72.66 Starting February 7, 2026, and continuing until such time as Defendant/Appellee vacates, or is removed, from the rental property

Post Judgment Interest: 8.75%

Possession to Plaintiff: Yes No

Plaintiff can file immediately for a *Writ of Possession*

IT IS SO ORDERED 09th day of February, 2026

/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).

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

**COURT ADDRESS:
2 PENNS WAY SUITE 203
NEW CASTLE DE 19720**

**CIVIL ACTION NO:
JP13-25-010534**

**REYBOLD VENTURE GROUP XI APT A PLAINTIFF
VS
HAGOP POSHOGLIAN DEFENDANT**

Plaintiff Parties:

PLAINTIFF
SYSTEM ID: @2432509
REYBOLD VENTURE GROUP XI A
116 E SCOTLAND DRIVE
BEAR, DE 19701

Defendant Parties:

DEFENDANT
SYSTEM ID: @4174300
HAGOP POSHOGLIAN
124 ROGER CHAFFEE SQUARE
BEAR, DE 19701

ATTORNEY FOR PLAINTIFF

SYSTEM ID: 005605
JILLIAN M PRATT
MORTON, VALIHURA & ZERBATO, LL
3704 KENNETT PIKE
SUITE 200
GREENVILLE, DE 19807

Other Case Parties:

AGENT
SYSTEM ID: FA7314
VALERIE SHARP
50 TURNBERRY COURT
BEAR, DE 19701

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**JUSTICE OF THE PEACE COURT
CIVIL POST- JUDGMENT PROCEDURES
THREE JUDGE PANEL**

[This information is not legal advice and not a substitute for seeking legal advice from an attorney. This information is not binding on the court if incorrect or misunderstood. It relates to frequently asked questions concerning post-judgment procedures but does not address all of the possible procedures and may not apply in your particular case. Forms for these procedures may be obtained from any Justice of the Peace Court civil location. All motions must include the name of the court, the names of the parties, the case number, the date the motion is filed with the Justice of the Peace Court and a title indicating the reason for the motion. Court costs or fees must accompany the motion, unless the person has requested, and the court determined, that the person may proceed in forma pauperis (without paying costs or fees or posting bond because they have no money to pay).]

All payments should be made directly to the prevailing party. The Court does not accept payment on judgments.

Pursuant to 10 Del. C. § 9567(b), prevailing parties are reminded of their duty to file a satisfaction of the judgment within 90 days of payment in full.

FAILURE OF A PARTY TO APPEAR FOR THE PANEL TRIAL

As provided by Justice of the Peace Civil Rule 72.1(f), if the Appellant (the party who requested the appeal trial) or both parties fail to appear for the trial, the judgment of the court below shall stand unless the Appellee appears and has filed a counterclaim.

If the Appellee (the party against whom the appeal was taken) fails to appear and a DEFAULT JUDGMENT is entered, that party may file a Motion To Vacate the judgment pursuant to Justice of the Peace Civil Rule 60. The Motion must show; (1) the Appellee's failure to appear was the result of actions of a reasonably prudent person; and (2) the outcome would be different if the trial were held; and (3) the party that appeared would not be prejudiced by having the trial. The Motion must be filed within 10 days, starting the day after the judgment was signed by the De Novo Panel. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

MOTION FOR A NEW TRIAL

Either party has 10 days, starting the day after the judgment was signed by a Judge, to file a Motion For A New Trial as provided under Justice of the Peace Court Civil Rule 59. This Motion shall be in writing and shall briefly and succinctly state the reasons for the request. A Motion For A New Trial will be heard by the Panel of Judges who originally heard the case. The reasons for which a new trial may be granted are limited. For example, the reason given for requesting a new trial may be newly discovered evidence. However, for the Panel to grant a motion for a new trial based upon newly discovered evidence, the party requesting the new trial must show all of the following: (1) the newly discovered evidence is important enough to change the result in the case; (2) the evidence could not have been discovered prior to the original trial with reasonable investigation; and (3) the evidence does not merely repeat or dispute evidence presented in the original trial. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

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Plaintiff Below,	§	
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	§	C.A. No. JP13-25-010534
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Defendant/Appellee, HAGOP POSHOGLIAN, *Pro Se*

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ORDER ON *TRIAL DE NOVO*

The Panel has entered an Order in the following form:

Procedural and Factual Background

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Ms. Pratt called Roberta Jenkins as Plaintiff/Appellant’s first witness. Ms. Jenkins testified she was the property manager for Plaintiff, and she knew Defendant/Appellee was a tenant at Plaintiff’s property. Ms. Jenkins stated there was a Lease Agreement between the Parties. Ms. Pratt had a Lease Agreement marked as Plaintiff’s Exhibit P-1. Ms. Jenkins testified the Lease Agreement was for the

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Defendant/Appellee called Mr. Poshoghlian as Defendant/Appellee's first, and only witness. Mr. Poshoghlian testified he moved into the apartment in 2014, and since that time, the lease had been renewed. He stated there were no problems until a new neighbor moved into the building in 2024, and subsequently there were noise issues with that new neighbor. Mr. Poshoghlian further stated Plaintiff/Appellant's claim of noise by Mr. Poshoghlian was the reason the non-renewal was issued. Defendant/Appellee stated to the Panel the "Fair Housing Law" stated a landlord needed a reason to terminate a lease agreement. He insisted Landlord/Plaintiff/Appellant was retaliating against him and that was why his lease was not being renewed. Mr. Poshoghlian concluded his testimony by stating he just wanted a few more months to vacate, and he did not know why the landlord would not give him a few more months.

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Findings

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The issue before the Panel is, did Plaintiff/Appellant prove by a preponderance of the evidence that Plaintiff/Appellant REYBOLD VENTURE GROUP XI APT A properly terminated the Lease Agreement, and Tenant/Defendant/Appellee HAGOP POSHOGLIAN has not timely vacated the rental property.

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25 *Del.C.* 5516(b). During the TDN, Defendant/Appellee did not establish any one of the four conditions as set forth in 25 *Del.C.* 5516(b). In addition, it is a defense to a claim of retaliation that "(t)he landlord is seeking to recover possession of the rental unit on the basis of a notice to terminate a periodic tenancy, which notice was given to the tenant prior to the complaint or request." 25 *Del.C.* 5516(d)(8). The Panel finds Defendant/Appellee has failed to establish a claim of retaliation, and Landlord/Plaintiff/Appellant has not acted improperly.

The Panel finds Plaintiff/Appellant has met its burden of proving their case by a preponderance of the evidence. The Lease Agreement ended on the last day of the lease term (April 30, 2025), as specified in the lease. Mr. Poshoghlian was timely sent a notice of non-renewal, and therefore he was obligated to vacate the rental property on or before April 30, 2025. He has not vacated. Plaintiff/Appellant confirmed Mr. Poshoghlian has continued to pay the monthly rent as set forth in the Lease Agreement. However, Plaintiff is seeking double holdover rent under 25 *Del.C.* 5515(b), which states:

Whenever the term of the rental agreement expires, as provided herein or by the exercise by the landlord of a right to terminate given the landlord under any section of this Code, if the tenant continues in possession of the premises after the date of termination without the landlord's consent, such tenant shall pay to the landlord a sum not to exceed double the monthly rental under the previous agreement, computed and pro-rated on a daily basis, for each day the tenant remains in possession for any period.

The Panel finds Defendant/Appellee has shown good faith in continuing to pay, at a minimum, the agreed upon monthly rent as set forth in the Lease Agreement. However, the Panel further finds there has been some prejudice to Plaintiff/Appellant in not having Mr. Poshoghlian timely vacate the rental property, which has delayed Plaintiff/Appellant from re-leasing, possibly at a higher rental rate, the property to another tenant. The Judgment here will include a sum in excess of the monthly rent as holdover, and will include the excess amount in the *Per Diem* calculation.

Plaintiff/Appellant has requested the Judgment include a \$20 per month charge for the use of a storage unit. As this amount was specifically set forth in the agreement between the Parties, the Judgment will include the monthly storage fees. Plaintiff/Appellant has requested the Judgment include amounts for utility bills. Utility bills vary each month and therefore must be evidenced. Plaintiff/Appellant did not introduce any utility bills into evidence during the TDN, and therefore the Panel cannot determine what amounts were the responsibility of Defendant/Appellee. The Judgment will not include any amounts for utility bills.

Judgment

Based upon the foregoing, the Panel enters herewith JUDGMENT FOR PLAINTIFF/APPELLANT as follows:

Judgment Total: **\$ 3,298.88**

Court Costs: **\$ 50.00**

Per Diem: \$ 72.66 Starting February 7, 2026, and continuing until such time as Defendant/Appellee vacates, or is removed, from the rental property

Post Judgment Interest: 8.75%

Possession to Plaintiff: Yes No

Plaintiff can file immediately for a *Writ of Possession*

IT IS SO ORDERED 09th day of February, 2026

/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).

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

**COURT ADDRESS:
2 PENNS WAY SUITE 203
NEW CASTLE DE 19720**

**CIVIL ACTION NO:
JP13-25-010534**

**REYBOLD VENTURE GROUP XI APT A PLAINTIFF
VS
HAGOP POSHOGLIAN DEFENDANT**

Plaintiff Parties:

PLAINTIFF
SYSTEM ID: @2432509
REYBOLD VENTURE GROUP XI A
116 E SCOTLAND DRIVE
BEAR, DE 19701

Defendant Parties:

DEFENDANT
SYSTEM ID: @4174300
HAGOP POSHOGLIAN
124 ROGER CHAFFEE SQUARE
BEAR, DE 19701

ATTORNEY FOR PLAINTIFF

SYSTEM ID: 005605
JILLIAN M PRATT
MORTON, VALIHURA & ZERBATO, LL
3704 KENNETT PIKE
SUITE 200
GREENVILLE, DE 19807

Other Case Parties:

AGENT
SYSTEM ID: FA7314
VALERIE SHARP
50 TURNBERRY COURT
BEAR, DE 19701

VIEW YOUR CASE ONLINE: <https://courtconnect.courts.delaware.gov>

**JUSTICE OF THE PEACE COURT
CIVIL POST- JUDGMENT PROCEDURES
THREE JUDGE PANEL**

[This information is not legal advice and not a substitute for seeking legal advice from an attorney. This information is not binding on the court if incorrect or misunderstood. It relates to frequently asked questions concerning post-judgment procedures but does not address all of the possible procedures and may not apply in your particular case. Forms for these procedures may be obtained from any Justice of the Peace Court civil location. All motions must include the name of the court, the names of the parties, the case number, the date the motion is filed with the Justice of the Peace Court and a title indicating the reason for the motion. Court costs or fees must accompany the motion, unless the person has requested, and the court determined, that the person may proceed in forma pauperis (without paying costs or fees or posting bond because they have no money to pay).]

All payments should be made directly to the prevailing party. The Court does not accept payment on judgments.

Pursuant to 10 Del. C. § 9567(b), prevailing parties are reminded of their duty to file a satisfaction of the judgment within 90 days of payment in full.

FAILURE OF A PARTY TO APPEAR FOR THE PANEL TRIAL

As provided by Justice of the Peace Civil Rule 72.1(f), if the Appellant (the party who requested the appeal trial) or both parties fail to appear for the trial, the judgment of the court below shall stand unless the Appellee appears and has filed a counterclaim.

If the Appellee (the party against whom the appeal was taken) fails to appear and a DEFAULT JUDGMENT is entered, that party may file a Motion To Vacate the judgment pursuant to Justice of the Peace Civil Rule 60. The Motion must show; (1) the Appellee's failure to appear was the result of actions of a reasonably prudent person; and (2) the outcome would be different if the trial were held; and (3) the party that appeared would not be prejudiced by having the trial. The Motion must be filed within 10 days, starting the day after the judgment was signed by the De Novo Panel. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

MOTION FOR A NEW TRIAL

Either party has 10 days, starting the day after the judgment was signed by a Judge, to file a Motion For A New Trial as provided under Justice of the Peace Court Civil Rule 59. This Motion shall be in writing and shall briefly and succinctly state the reasons for the request. A Motion For A New Trial will be heard by the Panel of Judges who originally heard the case. The reasons for which a new trial may be granted are limited. For example, the reason given for requesting a new trial may be newly discovered evidence. However, for the Panel to grant a motion for a new trial based upon newly discovered evidence, the party requesting the new trial must show all of the following: (1) the newly discovered evidence is important enough to change the result in the case; (2) the evidence could not have been discovered prior to the original trial with reasonable investigation; and (3) the evidence does not merely repeat or dispute evidence presented in the original trial. **A FEE OF \$15.00 MUST ACCOMPANY THIS MOTION.**

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