

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

MARKET STREET APARTMENTS §
Plaintiff Below §
Appellee

VS

LAURENCE WORKMAN §
Defendant Below §
Appellant §

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§ C.A. No. JP17-25-007758
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TRIAL DE NOVO

Submitted: February 17, 2026
Decided: March 2, 2026

APPEARANCES:

Market Street Apartments, Plaintiff Below/Appellee, represented by David C. Zerbato, Esquire
Laurence Workman, Defendant Below/Appellant, represented by Jayce R. Lesniewski, Esquire

Jennifer Sammons, Deputy Chief Magistrate
Scott Willey, Justice of the Peace
Stephani Adams, Justice of the Peace

Adams for the Court.

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

CIVIL ACTION NO: JP17-25-007758

MARKET STREET APARTMENTS VS LAURENCE WORKMAN

ORDER ON TRIAL DE NOVO

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

BACKGROUND

On November 13, 2025, Plaintiff Below/Appellee Market Street Apartments (hereinafter known as “Landlord”) filed a landlord-tenant action against Defendant Below/Appellant Laurence Workman (hereinafter known as “Tenant”) seeking possession of the rental property located at 310 Market Street, Unit 202, in Bridgeville, Delaware. The Landlord alleged that Tenant violated the terms of the lease agreement by failing to keep his unit in a clean and sanitary condition. Specifically, the floors and walls of the rental unit were contaminated with human fecal matter, and the unit remained in an unsanitary condition despite Tenant’s receipt of several violation notices directing him to remedy the alleged breach. Following trial below on January 8, 2026, Justice of the Peace Bethany Crowley entered judgment for the Landlord awarding possession of the rental property and Court costs. A timely appeal was filed on January 20, 2026, on behalf of Tenant pursuant to 25 *Del. C.* § 5717. This is the unanimous decision of the Three Judge Panel hearing the appeal as a Trial De Novo, which was held virtually via Zoom on February 17, 2026.

DISCUSSION

In support of their claim that Tenant was in violation of the terms of his lease agreement, Landlord provided testimony and evidence that Tenant failed to maintain his rented apartment in a clean and sanitary manner as required by the lease agreement. Briya Patel testified that during her 3.5-year tenure as property manager for the apartment complex, routine inspections were completed approximately every six months. It was during one of those inspections in June 2025, Tenant’s apartment was found to be non-compliant with the terms of the lease that Tenant signed in June 2020. Witness Patel further stated that prior to entering Unit 202 which is occupied by Tenant, she noted a foul stench, which she described as a combination of urine and feces that appeared to be emanating from the unit. Patel observed what she identified through visual and olfactory cues to be human fecal matter spread on the floor and wall surfaces of the apartment, including the bathroom, bedroom, hallway and living areas. Patel testified that, despite multiple notices and re-inspections through January 2026, the condition of the unit did not improve. At one of these re-inspections, Patel took photographs depicting the condition of the home which showed pervasive brown particulate and smears throughout much of the apartment, which she confidently identified as feces. Patel indicated she did send a letter dated August 6, 2025, to Tenant advising him that due to failed inspections, he had until August 20, 2025, to remedy the lease violation by cleaning the unit. Counsel for the Tenant objected on grounds that the notice was not sent in compliance with 25 *Del. C.* § 5113(b) in that it lacked an accompanying Certificate of Mailing. While the Certificate of Mailing is considered prima facie evidence of the service, 25 *Del. C.* § 5114 points out that a person has notice of a fact if they have actual knowledge of it. By Tenant’s own admission through testimony, he did receive the notice. Accordingly, the objection regarding the letter being entered into evidence is overruled. The Court shall consider the August 6, 2025, letter as evidence in this complaint.

Patel testified being in the rental unit several times between August 20, 2025, and November 3, 2025. No changes were noticed to the existing conditions of the unit. As such, an immediate termination letter was mailed on November 3, 2025.

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Additionally, Patel's testimony indicated that extermination was not able to be completed throughout the complex due to the unsanitary nature of Tenant's apartment deterring exterminators from entering.

Regional Manager, Tonia Froelich, echoed Patel's testimony regarding her observations of the unit being unsanitary through repeated inspections. Her testimony was also credible and confident about the identification of fecal matter throughout the unit. Additionally, Froelich testified that she made a referral to the Department of Aging on Tenant's behalf in hopes of securing assistance for him, although their services were immediately declined by Tenant.

Tenant denied that his rental unit was in the severe state of uncleanliness alleged by Landlord. Despite this assertion and Tenant's opinion that cleaning was a job better suited to women, Tenant testified he did clean his apartment and offered photographic evidence depicting same. Such photographs were taken less than one week prior to the de novo hearing. Witness Edward Hall testified that he had been in Tenant's apartment on multiple occasions, including to borrow money. During those visits he noted no odor and observed the unit to be clean.

Finally, Tenant gave testimony that he felt that management for the Landlord was retaliating against him because of a prior incident where he was verbally and physically attacked by another tenant. Due to his dissatisfaction with how management failed to address his concerns, he filed a complaint with the regional office.

DECISION

In accordance with 25 Del. C. § 5511, a landlord may promulgate rules to promote the health, safety, quiet, private enjoyment or welfare, peace and order of the tenants and preserve the landlord's property from abuse. Furthermore, under 25 Del. C. § 5513, a landlord may bring an action for summary possession if a tenant breaches any rule which is material to the rental agreement and fails to remedy such breach within 7 days after having been served notice to do so by the landlord. The lease agreement, under 10(a)(1), requires the tenant to keep their unit clean. To the extent that the tenant's failure to do so created a nuisance for neighbors and prevented necessary extermination of the unit, the Court does find that this constitutes a material breach, and that the tenant failed to remedy the breach within a timely manner. Therefore, the Court finds that Landlord has shown by a preponderance of the evidence that they are entitled to recover possession of the rental unit pursuant to 25 Del. C. § 5702(4). Judgement for possession is hereby entered in favor of Plaintiff Below/Appellee Market Street Apartments and against Defendant Below/Appellant Laurence Workman. Court costs in the amount of \$70 are also awarded to Plaintiff.

IT IS SO ORDERED this 2nd day of March 2026.

/s/ Stephani Adams

Justice of the Peace
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).

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

**COURT ADDRESS:
23730 SHORTLY ROAD
GEORGETOWN DE 19947**

**CIVIL ACTION NO:
JP17-25-007758**

**MARKET STREET APARTMENTS, PLAINTIFF
VS
LAURENCE WORKMAN, DEFENDANT**

Plaintiff Parties:

ATTORNEY FOR PLAINTIFF
SYSTEM ID: 005671
DAVID C ZERBATO
MORTON, VALIHURA & ZERBATO, LL
3704 KENNETT PIKE STE 200
SUITE 200
GREENVILLE, DE 19807

PLAINTIFF
SYSTEM ID: @4235209
MARKET STREET APARTMENTS
310 MARKET STREET
BRIDGEVILLE, DE 19933

Defendant Parties:

ATTORNEY FOR DEFENDANT
SYSTEM ID: 005628
JAYCE R LESNIEWSKI
COMMUNITY LEGAL AID SOCIETY, I
840 WALKER ROAD
DOVER, DE 19904

ATTORNEY FOR DEFENDANT
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DEFENDANT
SYSTEM ID: @4235210
LAURENCE WORKMAN
310 MARKET STREET
UNIT 202
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Other Case Parties:

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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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