

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

LIBO REN	§	
Plaintiff Below,	§	
Appellee	§	
	§	C.A. No. JP13-25-014503
VS	§	
	§	
THOMAS ALAN MCKEEHAN	§	
Defendant Below,	§	
Appellant	§	

Submitted: February 19, 2026  
Decided: March 20, 2026

**APPEARANCES:**

Plaintiff/Appellee, LIBO REN, by Ping Xu, Esquire  
Defendant/Appellant, THOMAS ALAN MCKEEHAN, *Pro Se*

**PANEL:**

Sean McCormick, Deputy Chief Magistrate  
James Hamby, 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: JP13-25-014503**

**LIBO REN**

**VS**

**THOMAS ALAN MCKEEHAN**

**ORDER ON *TRIAL DE NOVO***

The Panel has entered an Order in the following form:

Procedural and Factual Background

On September 9, 2025, Plaintiff/Appellee LIBO REN, by and through his counsel, Ping Xu, Esquire, filed a Landlord-Tenant Complaint against Defendant/Appellant THOMAS ALAN MCKEEHAN. Plaintiff sought summary possession of a rental property alleged to be occupied by Defendant/Appellant. Plaintiff /Appellee alleged Mr. McKeehan had failed to timely pay rent due and owing to Plaintiff/Landlord. A trial took place on November 5, 2025. Subsequently, on December 24, 2025, judgment was entered in favor of Plaintiff/Appellee and possession was awarded to Plaintiff/Appellee. On January 2, 2026, Defendant/Appellant, filed a Request for a *Trial de Novo* ("TDN"). A TDN was scheduled for February 19, 2026.

On February 19, 2026, Plaintiff/Appellee LIBO REN, by and through his counsel, Ping Xu, Esquire, appeared via *Zoom*. Defendant/Appellant THOMAS ALAN MCKEEHAN, *Pro Se*, likewise appeared via *Zoom* for the TDN. An interpreter was utilized to interpret for Mr. Ren. The Parties stipulated the monthly rent for the leased property at issue was \$ 1,750.00. Both Parties waived an opening statement. Mr. Xu called Mr. Ren as Plaintiff/Appellee's first witness. Mr. Ren testified he owned a rental property located at 3 Havertown Road, Newark, Delaware, and Mr. McKeehan was the tenant. The Lease Agreement commenced in January 2021. Mr. Xu had a Lease Agreement marked as P-1; a Five-Day Letter marked as P-2; a Proof of Mailing marked as P-3; an Affidavit of Participation in Mediation marked as P-4; and a Ledger marked as P-5. Exhibits P-1, P-3, P-4, and P-5 were admitted into evidence without objection. Mr. McKeehan's objection to P-2 was overruled, and P-2 was admitted into evidence. Mr. Ren concluded his testimony by stating he was seeking rent due and owing and possession of the rental property.

On cross-examination Mr. Ren denied the parties had discussed a possible resolution. Mr. Xu had no re-direct questions for Mr. Ren. Mr. Xu stated he had no further witnesses and Plaintiff/Appellee rested.

Defendant/Appellant called himself as Defendant/Appellant's first, and only witness. Mr. McKeehan testified the parties had a "handshake agreement" that was entered into before appearing in court. As such, he felt it was unfair to have to have a trial. Mr. McKeehan stated there was a problem communicating with Mr. Ren when they met in person just a few times over the past five years. He further testified he had made his rent payments either by bank transfer or with a "money card." Mr. McKeehan was certain he had proof of the payments in his bank statements, but he had not reviewed those bank statements. Mr. McKeehan concluded his testimony by stating he does maintenance around the house to maintain the condition of the house.

On cross-examination, Mr. McKeehan acknowledged he resides at 3 Havertown Road. He further agreed Mr. Ren is his landlord, and he owes rent to Mr. Ren. Mr. McKeehan stated he had no further witnesses and Defendant/Appellant rested.

Mr. Xu presented a closing argument. He stated the evidence submitted by Plaintiff/Appellee established the position of Plaintiff/Appellee. He further stated Mr. McKeehan's own testimony confirmed Defendant/Appellant owed rent. Mr. Xu concluded by asking the Panel to award rent and possession of the rental property to Plaintiff/Appellee.

Mr. McKeehan presented a closing argument. He stated the parties had an agreement in place. He further contended Mr. Ren was not telling the truth.

### 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.* Plaintiff/Appellee LIBO REN and Defendant/Appellant THOMAS ALAN MCKEEHAN stipulated rent for a rental property located at 3 Havertown Road, Newark, Delaware was \$ 1,750.00. It is undisputed Mr. McKeehan continued to occupy the rental unit, and McKeehan confirmed he owed rent for the property.

The only issue that appears to have been raised before the Panel is did the Parties enter into some form of an agreement outside of the court. Mr. Ren testified there was no such agreement. Mr. McKeehan testified there was a "handshake" agreement, but he did not provide the Panel with any supposed terms and conditions of the agreement.

Plaintiff/Appellee must prove by a preponderance of the evidence that Tenant/Defendant/Appellant THOMAS ALAN MCKEEHAN has failed to pay rent for the rental property that continues to be occupied by Mr. McKeehan. "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 finds Plaintiff/Appellee has met his burden of proving his case by a preponderance of the evidence.

Judgment

Based upon the foregoing, the Panel enters herewith JUDGMENT FOR PLAINTIFF/APPELLEE. The Judgment entered below by the trial court is hereby AFFIRMED. Plaintiff/Appellee has 30 Days from the date of this signed decision to file a request for the *Writ of Possession*.

IT IS SO ORDERED 20th day of March, 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:  
JP13-25-014503**

**LIBO REN, PLAINTIFF  
VS  
THOMAS ALAN MCKEEHAN, DEFENDANT**

**Plaintiff Parties:**

ATTORNEY FOR PLAINTIFF  
SYSTEM ID: 006480  
PING XU  
PING XU LAW LLC  
5560 KIRKWOOD HWY  
WILMINGTON, DE 19808

ATTORNEY FOR PLAINTIFF  
SYSTEM ID: 006480  
PING XU  
3513 CONCORD PIKE, SUITE 2100  
WILMINGTON, DE 19803

PLAINTIFF  
SYSTEM ID: @4210280  
LIBO REN  
143-40 RSVLT AVE, 2B  
FLUSHING, NY 11354

**Other Case Parties:**

**Defendant Parties:**

DEFENDANT  
SYSTEM ID: @4210281  
THOMAS ALAN MCKEEHAN  
3 HAVERTOWN ROAD  
NEWARK, DE 19713

**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.**