

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

KATHRYN PHILLIPS
ROBERT KELLEY
Plaintiff Below,

VS

AMANDA SHOCKLEY
JOHN SHOCKLEY
Defendant Below,

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C.A. No. JP17-26-003188

TRIAL DE NOVO

Submitted: JULY 27, 2026
Decided: AUGUST 25, 2026

APPEARANCES:

Robert Kelley and Kathryn Phillips, Plaintiffs Below/Appellees, appeared *pro se*
Amanda Shockley and John Shockley, Defendants Below/Appellants, appeared *pro se*

Jennifer Sammons, Deputy Chief Magistrate
Maria Castro, 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: JP17-26-003188

KATHRYN PHILLIPS ET AL VS AMANDA SHOCKLEY ET AL

ORDER ON TRIAL DE NOVO

The Panel entered an Order in the following form:

BACKGROUND

Plaintiffs Below/Appellees Robert Kelley and Kathryn Phillips (known as "Plaintiffs") seek possession of a room rental located at 20094 Plantation Road in Lewes, Delaware 19958. In the complaint filed on May 18, 2026, Plaintiffs alleged that a five-day notice, pursuant to 25 *Del. C.* §5502, was sent to Defendants Below/Appellants Amanda Shockley and John Shockley (known as "Defendants"). Notice dated May 8, 2026, indicated that Defendants were behind on rent in the amount of \$500. The notice further stated that failure to pay within five days could result in an action for summary possession.

Following trial on July 6, 2026, the Court below entered judgment for Plaintiffs, awarding possession and court costs. The Court did not address issues related to the monies owed. On July 10th, 2026, Defendants filed a timely appeal of the judgment pursuant to 25 *Del. C.* §5717. This is the decision of the Three-Judge Panel hearing the appeal as a Trial *De Novo*.

DISCUSSION

At the outset of the hearing, the parties stipulated the following facts related to this complaint:

- Plaintiffs and Defendants entered into a verbal lease agreement beginning December 15, 2025.
- Defendants agreed to pay \$200 weekly rent.
- The lease agreement was for a room rental with usage of common spaces.
- The five-day notice dated May 8, 2026, was good notice pursuant to 25 *Del. C.* §5502.

Additionally, the Court found that the immediate termination notice sent pursuant to 25 *Del. C.* §5512 was improper notice and would not be considered. The statute requires 15 days' notice for immediate termination when there is no written lease agreement. The notice submitted provided 7 days' notice which was not sufficient.

Plaintiff Kathryn Phillips testified regarding a rent payment spreadsheet for payments (Exhibit B1) dated December 15, 2025, through July 27, 2026, and stated that Defendants did not receive receipts for payments made specifically to Plaintiff Robert Kelley. Further testimony related to screen shots from Plaintiffs' Cash App showed payments between the parties dated January 2026 through March 2026 (Exhibit B2). The testimony indicated that Defendants were continuously behind on rent beginning in February 2026. Per her accounting, the current amount due, up until the hearing date, was approximately \$3,200.

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Defendant Amanda Shockley testified that she is a traveling nurse and was approached by Plaintiff Kathryn Phillips about renting a room in her residence. Defendant asserted she last paid a \$400 cash payment on June 25, 2026, which was not reflected on the rent balance spreadsheet. Defendant further testified that she did not receive a receipt for any of the cash payments made directly to Plaintiff Kelley. Defendant testified that she was willing to pay July rent and per diem, until they moved out.

DECISION

After carefully considering the evidence and testimony at trial, the Court finds that Plaintiffs proved by a preponderance of the evidence that Defendants received notice of unpaid rent and failed to cure the deficiency as required by statute. Defendants continue to reside at the property despite being behind on rent. The parties agreed that they entered into a verbal lease agreement in December 2025. Defendants were notified of an outstanding balance of \$500 on the five-day notice dated May 8, 2026. Testimony and exhibits acknowledged the existence of payments via both Cash App transfers as well as cash payments. There is no discrepancy between the records maintained by Plaintiffs via the rent payments spreadsheet and the Cash App notification history regarding such payments. The court did not hear testimony from Plaintiff Kelley regarding receipt of cash payments. However, testimony indicated the existence of at least two cash payments given directly to Plaintiff Kelley. Those payments were documented by Plaintiff Phillips on the rent payments spreadsheet. Testimony from Defendants referred to a third cash payment to Plaintiff Kelley which was not reflected in that document. Failure to provide a receipt for payment of rent within 15 days violates 25 *Del. C.* §5501(e).

Defendants did not provide testimony that they resolved the outstanding balance on the five-day notice as directed. Although some payments included notations designating dates, the payments were appropriately applied to the outstanding balance due. No testimony or exhibit demonstrated that the outstanding amount due at the time of the five-day notice was resolved prior to the conclusion of the time to cure period. Because of the inconsistencies regarding application of a March 2026 payment, the Court uses the amount cited in the five-day notice as the starting point to determine judgment. Plaintiffs are entitled to possession plus judgment for the weeks following the notice at \$200 weekly. Seventeen weeks have elapsed since the five-day notice, at \$200 per week. The Court acknowledges testimony asserting a \$400 payment on June 25, 2026, and that there were no further payments as of the hearing date. The monetary judgment reflects rent owed through the week ending August 29, 2026.

Accordingly, judgment in the amount of \$3,000, per diem at the rate of \$28.75, possession of the rental property, court costs of \$45, and post judgment interest accruing at the current legal rate of 8.75% per annum, are awarded to Plaintiffs Below/Appellees Robert Kelley and Kathryn Phillips against Defendants Below/Appellants Amanda Shockley and John Shockley.

IT IS SO ORDERED 25th day of August, 2026

/s/ Maria Castro

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).

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**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:
JP17-26-003188

ROBERT KELLEY, KATHRYN PHILLIPS, PLAINTIFF

VS

AMANDA SHOCKLEY, JOHN SHOCKLEY, DEFENDANT

Plaintiff Parties:

PLAINTIFF
SYSTEM ID: @4334813
KATHRYN PHILLIPS
20094 PLANATIONS ROAD
LEWES, DE 19958

PLAINTIFF
SYSTEM ID: @4334814
ROBERT KELLEY
20094 PLANATIONS ROAD
LEWES, DE 19958

Other Case Parties:

Defendant Parties:

DEFENDANT
SYSTEM ID: @4334815
AMANDA SHOCKLEY
20094 PLANATIONS ROAD
LEWES, DE 19958

DEFENDANT
SYSTEM ID: @4334816
JOHN SHOCKLEY
20094 PLANATIONS ROAD
LEWES, DE 19958

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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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