

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

PLAINTIFF

Fairville Mgmt Co. d/b/a West Court Place
622 Jefferson Street
Wilmington, De. 19801

vs.

CIVIL ACTION: JP13-12-011174

DEFENDANT

Lashawn Buckham
519 W. 6th Street
Wilmington, De. 19801

ORDER

This matter comes before a three-judge panel as an appeal of a summary possession case. Plaintiff Fairville Management Company d/b/a West Center Place filed the instant case on August 16, 2012 against Defendant Lashawn Buckham seeking unpaid rent, possession and court costs. Defendant asserts a claim for the return of bond posted to stay possession and rent paid when she vacated the unit due to adverse conditions.

Plaintiff entered into a lease agreement with the Defendant for a subsidized housing unit located at 519 West 6th Street in Wilmington. In the original complaint, Plaintiff alleges that Defendant was 9 months in arrears on her rent. Defendant's monthly rent was adjusted several times during the tenancy due changes in income. Plaintiff presented testimony from housing manager Jennifer Jones concerning unpaid rent and her belief that someone other than the Defendant had been residing in the unit. Regional administrator Sheila Hill testified concerning her contact with the Defendant after her relationship with the manager deteriorated. In support of the claim for unpaid rent and possession, Plaintiff presented the following documentary evidence: five-day letters from March 2012 through July 2012; certificate of mailing for July's five-day letter; lease agreement signed by all parties on December 12, 2011; signed acknowledgement for receipt of Landlord Tenant Code; Resident historical transaction

ledger; repayment agreement signed by all parties on January 9, 2012; Landlord Tenant worksheet.

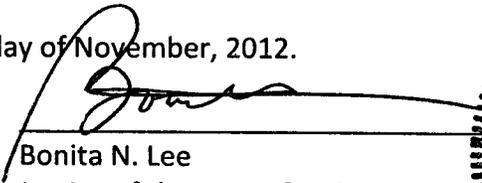
Defendant admits that she did not pay rent from June 2012, which was about the time she stopped working, to present. She argues that Plaintiff failed to provide a fit unit for her and her family. According to the Defendant, she vacated the rental premise for approximately six months, with the previous manager's knowledge, so that repairs could be completed. She returned to the residence September 2011, but states there were still problems in the unit. She testified concerning mold, water leaks, sewage problems, and rodent infestation. Defendant presented pictures of what was purported to be evidence of the problems presented. Although Defendant acknowledged receipt of a copy of the Landlord Tenant Code, she did not provide any written notices of her complaints to Plaintiff.

In January 2012, the parties signed a repayment agreement that included unpaid rent that had accrued during the six months the Defendant claims she did not occupy the unit. Defendant breached the agreement by failing to make the required payments. Defendant now argues that she should not have signed the agreement because she should not have to pay rent for the time period she was not living in the unit. However, Defendant did not offer any evidence of an agreement with the former manager to waive rental payments for any period of time.

After considering the testimony and evidence presented by both parties, the Court believes the Plaintiff has proven that money is due. However, the Plaintiff's demand for damages in the five-day letter renders the notice defective to recover possession. The Court further finds that the Defendant failed to provide a basis in fact or law to justify a monetary award for a counterclaim or setoff.

For the reasons stated, the Court awards judgment in favor of Plaintiff Fairville Management Company d/b/a West Center Place against Defendant Lashawn Buckham in the amount of \$1,471.49, for rent through October 31, 2012, plus \$41.50 court costs. The bond of \$1,300.00 posted with the Court by the Defendant will be released to the Plaintiff. Therefore, the remaining balance due to Plaintiff is \$171.49 plus \$41.50 court costs. Possession remains with the Defendant.

IT IS SO ORDERED this 28th day of November, 2012.


Bonita N. Lee

Justice of the Peace for the 3-Judge Panel

