



STATE OF DELAWARE

JUSTICE OF THE PEACE COURT NO. 13

1010 CONCORD AVENUE  
CONCORD PROFESSIONAL CENTER  
WILMINGTON, DELAWARE 19802

TELEPHONE: (302) 577-2550

PLAINTIFF

Kimberton Apartment Assoc.  
c/o Robin M. Cheeseman  
100 Kimberton Drive  
Carrington Way  
Newark, De. 19713

v.

CIVIL ACTION: JP13-09-015431

DEFENDANT

Lauren Purnell  
14-A Kimberton Drive  
Carrington Way  
Newark, De. 19713

TRIAL DE NOVO ORDER

Defendant Lauren Purnell brings this appeal to a three-judge panel from a trial court decision that awarded judgment in favor of Plaintiff Kimberton Assoc. and against Defendant Lauren Purnell in the amount of \$43.20, court costs of \$41.00, \$3.97 per diem until possession by the landlord.

Plaintiff filed the original claim for back rent in the amount of \$174.00 and possession. Tenant was sent a five-day letter dated September 9, 2009 demanding \$174.00 unpaid rent for August and September plus late fees. Tenant failed to pay all rent due within the five days allowed. Therefore Plaintiff filed the instant case September 23, 2009.

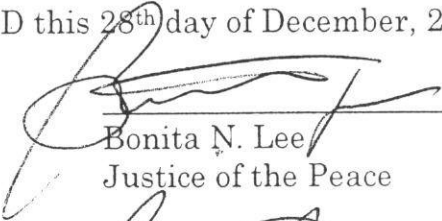
Ms. Robin M. Cheeseman represented Kimberton Assoc. as an authorized agent pursuant to Supreme Court Rule 57. Ms. Cheeseman provided sufficient proof to establish that Ms. Purnell owed back rent, but not in the amount claimed. The Court found an error on the Plaintiff's account ledger. It was determined that plaintiff improperly included court costs from a previous action as outstanding rent in the ledger. This accounting was carried over to the amount requested in the five-day letter, thereby overstating the amount of rent owed by the tenant.

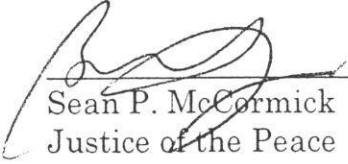
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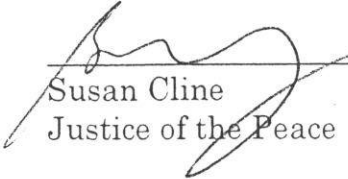
Defendant generally denied owing the rent demanded by Kimberton Assoc. Ms. Purnell believed that she had paid an excess of rent demanded at the time of filing, and produced receipts which she felt established this fact. However, a comparison of the receipts against the Plaintiff's ledger showed that the amount demanded by the Plaintiff was accurate (except for the previous court costs, which incorrectly inflated Plaintiff's initial claim).

After considering the testimony and evidence presented by the parties, the Court awards judgment in favor of Kimberton Assoc. and against Lauren Purnell in the amount of \$50.88 for unpaid rent through December plus \$41.00 court costs and 5.5% post judgment interest. However, the Court orders possession to remain with the tenant due to defective five-day letter that included an inflated figure for outstanding rent.

IT IS SO ORDERED this 28<sup>th</sup> day of December, 2009.

  
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Bonita N. Lee  
Justice of the Peace

  
\_\_\_\_\_  
Sean P. McCormick  
Justice of the Peace

  
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Susan Cline  
Justice of the Peace

