



STATE OF DELAWARE
JUSTICE OF THE PEACE COURT NO. 13

1010 CONCORD AVENUE
CONCORD PROFESSIONAL CENTER
WILMINGTON, DELAWARE 19802

TELEPHONE: (302) 577-2550

PLAINTIFF

Red Clay Norse LLC
Ellen Narvell, Agent
Fenwick Norse LLC
1410 Cypress Ave.
Elsmere, De. 19805

vs.

Civil Action No. JP13-10-017007

DEFENDANT

Shakeera Pennewell
2203 Melson Road Apt G79
Wilmington, De. 19808

TRIAL DENOVO ORDER

February 18, 2011

Red Clay Norse LLC, Plaintiff, Represented by Ellen Narvell (Form 50)

Shakeera Pennewell, Defendant, Pro Se

All parties appeared for Trial Denovo on appeal filed by the Defendant.

After hearing testimony from all parties, the Court finds that, in regard to the Plaintiff's original complaint, the Plaintiff proved that a lease was in existence between Red Clay Norse LLC and Shakeera Pennewell for the property at 2203 Melson Road, Apt. G 79 in Wilmington, DE. The original lease term was from July 1, 2009 through June 30, 2010. A notice for lease renewal and rent increase was sent to Defendant in April 2010. Defendant signed the lease renewal on May 1, 2010, returning it on a later date. The renewal was signed by the Plaintiff's representative on June 8, 2010. On June 24, 2010 the Defendant provided a 60 day notice to terminate the lease. Plaintiff agreed & accepted the termination via letter dated July 6, 2010. As a result, the lease terminated August 31, 2010. On September 10, 2010 the Plaintiff sent a letter to the Defendant notifying her that she was a holdover tenant, as the lease terminated (per the tenant's 60 day notice) on August 31, 2010. On November 9, 2010 the Plaintiff sent a 5 day notice as required by §5502 of the Landlord/tenant code. The letter requested payment of back rent due in the amount of \$4,184.50. On December 10, 2010, the Defendant sent payment of \$790 along with notice that she would vacate the unit by March 2011. The Defendant Shakeera Pennewell occupied the unit from July 1, 2009 through the date of appearance in court. The Defendant does not dispute that rent was not paid for the period specified by the landlord. Accordingly, the Court finds that the Plaintiff is entitled to judgment in the amount of \$5,490.44.

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plus \$41.50 in Court Costs, per diem rent of \$26.33 starting February 18, 2011 until such time as the property is vacated, and post judgment interest at 5.75%.

On the matter of the Defendant's counterclaim for \$2,250.43 in damages related to the mold problem, the Court finds that although there was mold in the unit, the Defendant/Counterclaim Plaintiff has failed to prove that the mold problem was severe enough to warrant the damages sought. She has also failed to show how the figure of \$2,250.43 was calculated. On June 4, 2010 Defendant sent a letter to the Plaintiff requesting repairs to the unit. The letter made no mention of the mold problem. On June 10, 2010 a work order was executed to address the leak in the air conditioner due to a condensation line being pulled out. On June 15, 2010 the Plaintiff sent a letter giving 48 hour notice that the maintenance staff would be entering the unit to make further repairs. On June 16, 2010 the property was inspected by New Castle County. On June 21, 2010 a work order was executed for the repairs required by New Castle County. Later that day, Defendant called office to say that Plaintiff was not allowed to enter the unit to make repairs. On June 23, 2010 an interim inspection was done by New Castle County code inspectors. On June 24, 2010 Defendant sent a 60 day notice to terminate lease which referenced the mold problem in her unit. On June 25, 2010 the Plaintiff sent a 48 hour notice to perform repairs. On July 14, 2010 New Castle County Code inspectors were refused entry to the unit and were unable to complete the final inspection. As the Defendant provided no basis for the amount sought, and Defendant's actions lead to the interruption of Plaintiffs efforts to remedy the situation, the Court finds in favor of the Plaintiff/Counterclaim Defendant Red Clay Norse on the counterclaim.

In summary, judgment on the original claim is awarded in favor of the Plaintiff for \$5,490.44 plus \$41.50 in Court Costs, per diem rent of \$26.33 starting February 18, 2011 until such time as the property is vacated, and post judgment interest at 5.75%. Judgment on the counterclaim is found in favor of the Plaintiff/Counterclaim Defendant.

It is so ordered this 23rd day of February, 2011.

Ch for Thomas P. Brown

Thomas P. Brown
Justice of the Peace

Ch for James Tull

James Tull
Justice of the Peace

Ch S. Stallmann

Cheryl S. Stallmann
Justice of the Peace

