

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE

IN AND FOR KENT COUNTY

Harriett C. Gately,)	
)	C.A. No. 08-02-0048AP
Plaintiff-Below,)	
Appellant,)	
)	
v.)	
)	
James and Leslie Carey,)	
)	
Defendants-Below,)	
Appellees.)	

Submitted: July 25, 2008
Decided: August 25, 2008

Ms. Harriett Gately
1303 Rising Sun Road
Camden, DE 19934
Pro Se Appellant

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Dover, DE 19901
Attorney for Appellees

DECISION AFTER TRIAL

Plaintiff-Below, Appellant Harriett Gately (“Gately”), has filed a civil appeal with this Court for a trial *de novo* of a final order of a Justice of the Peace Court on a debt action pursuant to 10 *Del. C.* §9571. Gately contends that she is entitled to an award of damages from the Defendants-Below, Appellees James and Leslie Carey (“Careys”), as a result of the Careys’ breach of a lease that they had entered into with Gately. Although

the Careys admit that they caused some damage to the property, thereby breaching the lease, they contest the extent of the damage alleged and the amount due to Gately. I find for Gately and against the Careys and award damages in the amount of \$3,173.22, reduced to \$2,423.22 after applying the \$750.00 security deposit to the total. Additionally, Gately is hereby awarded interest at the legal rate from September 21, 2007, and court costs.

FINDINGS

The Careys rented a manufactured home located in Kent County, Delaware, from Gately commencing on November 1, 2006. Gately was provided a \$750.00 security deposit at the time. The manufactured home was built in 1976 and was not necessarily in the best condition when the Careys moved in. However, the place presented an acceptable and affordable living arrangement for the Careys. Eventually, the Careys ran into financial trouble and were evicted from the property on September 21, 2007, for non-payment of rent. Upon inspecting the property after the Careys left, Gately found the dwelling's interior in a filthy and damaged state.

Gately seeks an award of \$6,226.75, before any deduction for the security deposit, to reimburse her for the expenses that she allegedly incurred as a result of the damages that were caused to the home while the Careys lived there, which were beyond normal wear and tear. The receipts that Gately submitted for damages total \$4,973.02. While Gately has a long list of damages for which she is seeking reimbursement, I find that only the following damages have been proven by a preponderance of the evidence:

\$ 500.00	for cleaning of the home;
\$ 200.00	for the removal of debris;
\$ 75.00	to repair two (2) kitchen drawer guides;
\$ 48.02	to replace and install six (6) cabinet door hinges;

\$ 25.00	to hang two (2) lights;
\$ 450.00	to replace the rear storm door hinge, closure mechanism, and brick molding;
\$ 22.20	to repair broken screens;
\$ 150.00	to replace doorframe in bathroom;
\$ 300.00	to repair and paint bathroom walls;
\$ 350.00	to replace drywall in hallway;
\$ 135.00	to replace drywall in dining room;
\$ 150.00	to repair drywall in rear bedroom;
\$ 25.00	to repair drywall in master bedroom;
\$ 175.00	to repair the door and replace the doorknob in the rear bedroom;
\$ 308.00	to replace and install windows in the rear bedroom;
\$ 95.00	to replace paneling in closet; and
\$ 165.00	to replace mail box post and arm.

CONCLUSION

The Careys are liable for the damages that they caused to the manufactured home that have been proven by Gately by a preponderance of the evidence.¹ Therefore, the Court awards judgment in favor of Gately and against the Careys in the amount of \$3,173.22, plus pre and post judgment interest at the legal rate from September 21, 2007, and court costs. The Careys are entitled to an offset for the security deposit that they provided Gately at the commencement of the lease in the amount of \$750.00. This offset reduces the total amount of damages awarded to Gately to \$2,423.22, plus interest and court costs.

IT IS SO ORDERED this 25th day of AUGUST, 2008.

CHARLES W. WELCH
JUDGE

¹ Gately had also presented credible evidence of damage to the home's mini blinds, carpets and a mirror. However, because Gately did not provide the Court with any receipts or appraisals for the cost to replace these items, any award by the Court would be purely speculative in nature and, therefore, not proper.