

**COURT OF COMMON PLEAS
FOR THE STATE OF DELAWARE**

**KATHLEEN K. AMALFITANO
JUDGE**

**KENT COUNTY COURTHOUSE
414 FEDERAL STREET
DOVER, DELAWARE 19901
(302) 735-1942**

Date Submitted: August 15, 2022

Date Decided: October 14, 2022

Gregory A. Morris, Esquire
Liguori & Morris
46 The Green
Dover, DE 19901

Chavon Reeves
8485 Westville Road
Camden Wyoming, DE 19934

**RE: The Moving Experience Property Management, LLC. v. Chavon Reeves
C.A. No. CPU5-21-000488**

Dear Mr. Morris and Ms. Reeves:

On April 22, 2021, Chavon Reeves (hereinafter “Ms. Reeves”) brought this appeal from the Justice of the Peace Court pursuant to 10 *Del. C.* § 9571. On May 18, 2021, the Moving Experience Property Management, LLC (hereinafter “Moving Experience”) filed a Complaint on Appeal alleging the parties entered into a commercial lease agreement whereby Appellee leased property at 16 Smith Street, Dover, Delaware (hereinafter the “Property”) to Ms. Reeves for rent.¹ The Moving Experience asserted it is entitled to damages in the amount of \$6,486.75, plus pre and post judgment interest, and court costs.² On July 21, 2021, Ms. Reeves filed an Answer generally denying the substantive allegations.³ On August 15, 2022, a trial was held in the matter, and this Court reserved its decision.

¹ Compl. on Appeal.

² *Id.*

³ Answer.

I. FACTUAL BACKGROUND

Based on the testimony and evidence presented at trial, the Court finds the relevant facts to be as follows:

At trial, Plaintiff called Doug Doyle (“Mr. Doyle”) as its witness. Mr. Doyle testified he is employed by the Moving Experience as its Property Manager. Mr. Doyle testified he has been employed by the Moving Experience for about five years and during that time, he managed the Property. Mr. Doyle testified he was approached by Ms. Reeves to rent out the Property in April 2019. Mr. Doyle testified he met with Ms. Reeves and her husband, Craig Reeves (hereinafter “Mr. Reeves”), at the Property where they indicated to him that they were interested in renting the space.

The Moving Experience presented a Rental Application dated April 23, 2019 that listed Ms. Reeves as the applicant to rent the Property from the Moving Experience.⁴ Mr. Doyle testified that as the only applicant listed on the Rental Application, it was indicated Ms. Reeves was the only person interested in leasing the Property. Mr. Doyle testified that once a rental application is submitted, a \$50.00 application fee is collected and a credit inquiry and general criminal background check is done by a third-party. Mr. Doyle testified that as a result of this vetting process, he made a favorable recommendation on behalf of Ms. Reeves to the Property owner.

The Moving Experience presented a Commercial Lease Agreement signed by Ms. Reeves and the Moving Experience.⁵ Mr. Doyle testified the Commercial Lease Agreement was entered into by Ms. Reeves and the Moving Experience electronically or by email exchange. The

⁴ Pl.’s Ex. 1.

⁵ Pl.’s Ex. 2.

Commercial Lease Agreement was for a two-year term beginning on May 1, 2019 and ending on April 31, 2021.⁶

The Moving Experience presented a copy of a Dover Federal Credit Union cashier's check for security deposit.⁷ The check was made out by Ms. Reeves to the Moving Experience for \$995.00.⁸ The reference line on the cashier's check specifically listed Ms. Reeves's name.⁹ Mr. Doyle testified the cashier's check did not list any other individual or company name.

The Moving Experience presented a Rent Demand Letter dated December 15, 2020 that was addressed to Ms. Reeves.¹⁰ Mr. Doyle testified he sent the Rent Demand Letter to Ms. Reeves by certified mail. The Rent Demand Letter notified Ms. Reeves that rent for the Property had not been paid for the months September 2020 through December 2020.¹¹ The Rent Demand Letter further notified Ms. Reeves she had five days from the date of the mailing of the letter to pay the outstanding rent and late fees or face termination of the Commercial Lease Agreement and a summary possession action to be filed in the Justice of the Peace Court.¹² Mr. Doyle testified he never received a response from Ms. Reeves, nor additional payment.

The Moving Experience presented an email dated October 27, 2020 from Ms. Reeves to Mr. Doyle.¹³ In the email, Ms. Reeves notified Mr. Doyle she would be terminating the Commercial Lease Agreement with the Moving Experience.¹⁴

⁶ *Id.*

⁷ Pl.'s Ex. 3.

⁸ *Id.*

⁹ *Id.*

¹⁰ Pl.'s Ex. 4.

¹¹ *Id.*

¹² *Id.*

¹³ Pl.'s Ex. 5.

¹⁴ *Id.*

The Moving Experience presented a Rent Ledger for the Property.¹⁵ Mr. Doyle testified the Rent Ledger indicates what rent payments were received and not received by Ms. Reeves during the rental term. Mr. Doyle testified the Rent Ledger indicates Ms. Reeves owes \$6,486.75 for unpaid rent and late fees.

Mr. Doyle testified Ms. Reeves was the tenant of the property, as all contact and communication was with her before she entered into the Commercial Lease Agreement and during the rental term. Further, Mr. Doyle testified the Rental Application and Commercial Lease Agreement were under her name. In addition, Mr. Doyle testified Ms. Reeves never notified him or the Moving Experience that she was not the tenant of the Property.

Ms. Reeves called Mr. Reeves as her witness. Mr. Reeves testified he and his wife submitted separate rental applications for the Property. Mr. Reeves testified he signed the Commercial Lease Agreement, not Ms. Reeves. Mr. Reeves testified he made *all* the rental payments for the lease. On cross examination, Mr. Reeves testified Ms. Reeves also submitted a rental application, because he had a mortgage under his name and thought he might be viewed as over extended and not be approved to the lease the Property. On cross examination, Mr. Reeves testified he signed the Commercial Lease Agreement without reading it, because he was busy with his business.

On cross examination, Mr. Reeves testified Ms. Reeves retrieved the check from the Dover Federal Credit Union at his direction, because he is a “very busy man.” Thereafter, Mr. Reeves testified his wife’s name was listed on the reference line of the cashier’s check, because he directed her to do so. Further, Mr. Reeves testified that after Ms. Reeves retrieved the check from the bank, she brought it back to him and he took it to the Moving Experience for payment. Subsequently,

¹⁵ Pl.’s Ex. 7.

Mr. Reeves testified his wife's name was written on the reference line, because "I guess maybe the bank had told her to."

Further, on cross examination, Mr. Reeves testified Ms. Reeves sent the letter dated October 27, 2020 to the Moving Experience indicating she wanted to terminate her lease, because they finally learned her name was on Commercial Lease Agreement. On cross examination, Mr. Reeves testified he never informed Mr. Doyle that his name should have been listed on the Commercial Lease Agreement, because he was not aware of the mistake until he wanted to terminate the lease.

II. LEGAL STANDARD

In civil actions, the burden of proof is by a preponderance of the evidence.¹⁶ "The side on which the greater weight of the evidence is found is the side on which the preponderance of the evidence exists."¹⁷ As trier of fact, the Court is the sole judge of the credibility of each fact witness and any other documents submitted to the Court for consideration.¹⁸ If the Court finds that the evidence presented at trial conflicts, then it is the Court's duty to reconcile these conflicts—if reasonably possible—in order to find congruity.¹⁹ If the Court is unable to harmonize the conflicting testimony, then the Court must determine which portions of the testimony deserve more weight in its final judgment.²⁰ In ruling, the Court may consider the witnesses' demeanor, the fairness and descriptiveness of their testimony, their ability to personally witness or know the facts about which they testify, and any biases or interests they may have concerning the nature of the case.²¹

¹⁶ See *Gregory v. Frazer*, 2010 WL 4262030, at *1 (Del. Com. Pl. Oct. 8, 2010).

¹⁷ See *Reynolds v. Reynolds*, 237 A.2d 708, 711 (Del. 1967).

¹⁸ See *Nat'l Grange Mut. Ins. Co. v. Davis*, 2000 WL 33275030, at *4 (Del. Com. Pl. Feb. 9, 2000).

¹⁹ See *id.*

²⁰ See *id.*

²¹ See *State v. Westfall*, 2008 WL 2855030, at *3 (Del. Com. Pl. Apr. 22, 2008).

III. DISCUSSION

Under Delaware law, to recover on a claim for breach of contract, the plaintiff must establish “(1) a contract exists between the parties; (2) the defendant breached the terms of the contract; and (3) as a result, the plaintiff suffered damages.”²² “The acceptance of a contract may be implied from the acts and conduct of the party to whom the offer is made.”²³ “An overt manifestation of assent, not a subjective intent, controls the formation of a contract.”²⁴ The unexpressed subjective intention of a party is therefore irrelevant.²⁵ Acceptance of the consideration offered can be construed as an acceptance of the offer.²⁶

After weighing the evidence and credibility of the witness testimony, this Court finds a contract existed between the Moving Experience and Ms. Reeves. First, the Moving Experience produced a Rental Application that identified Ms. Reeves as the sole lease applicant for the Property. Mr. Doyle provided credible testimony that a rental application was received exclusively by Ms. Reeves, and that as the only listed applicant on the Rental Application, she was the only person considered in the vetting process and favorably recommended to the Property owner.

Moreover, the Moving Experience produced the Commercial Lease Agreement that identified Ms. Reeves as the only tenant of the Property. Notably, the signature presented on the tenant signature line of the Commercial Lease Agreement neither spells out Chavon Reeves or Craig Reeves; instead, the signature only indicates a “C” for the first name. Again, Mr. Doyle provided credible testimony that Ms. Reeves entered into the Commercial Lease Agreement with

²² *Citibank (S. Dakota) N.A. v. Santiago*, 2012 WL 592873, at *1 (Del. Com. Pl. Feb. 23, 2012) (citing to *VLIW Tech., LLC v. Hewlett-Packard Co. STMicroelectronics, Inc.*, 840 A.2d 606, 612 (Del.2003)).

²³ *Montray Realty Co. v. Arthurs*, 30 Del. (7 Boyce) 168, 105 A. 183 (Del.1918).

²⁴ *Acierno v. Worthy Bros. Pipeline Corp.*, 693 A.2d 1066, 1070 (Del.1997) (citing “*Industrial America*”, *Inc. v. Pulton Industries, Inc.*, 285 A.2d 412, 415 (1971)).

²⁵ *Price v. State Farm Mut. Auto. Ins. Co.*, 2013 WL 1213292, at *6 (Del. Super. Ct. Mar. 15, 2013), *aff'd*, 77 A.3d 272 (Del. 2013).

²⁶ *Id.* (citing *Montray Realty Co. v. Arthurs*, 30 Del. 168, 105 A. 183 (1918)).

the Moving Experience. Ms. Reeves acknowledges she was listed as the tenant on the Commercial Lease Agreement, but would have this Court believe her husband was the one to actually sign the Commercial Lease Agreement. However, no evidence or credible testimony was presented by Ms. Reeves to contradict the overwhelming evidence and credible testimony submitted by the Moving Experience.

Further, the Moving Experience produced a Dover Federal Credit Union cashier's check identified as Ms. Reeves's security deposit for the Property. The reference line on the cashier's check listed Ms. Reeves's name. In weighing the credibility of the witnesses, the Court notes Mr. Reeves offered conflicting testimony regarding the presence of his wife's name on the reference line of the cashier's check. Specifically, Mr. Reeves first testified his wife's name was on the reference line at his direction when he instructed her to draw the check. Thereafter, Mr. Reeves submitted a contradicting account when he testified he did not know why his wife's name was written on the reference line, and subsequently suggested that the Dover Federal Credit Union maybe instructed her to list her name. Thus, the Court finds the Moving Experience's recitation of the facts more credible. Furthermore, the Court takes note that while Mr. Reeves was "very busy" and unable to draw a check himself and have his own name listed on the reference line of the cashier's check, he was not too busy to drop off the cashier's check to the Moving Experience.

Additionally, the Moving Experience produced an email dated October 27, 2020, from Ms. Reeves to Mr. Doyle that indicated *she* would like to terminate *her* lease agreement with the Moving Experience. Mr. Reeves testified Ms. Reeves wrote the letter indicating she was the tenant for the Property, because he finally discovered the Commercial Lease Agreement was mistakenly under her name. However, Mr. Reeves testified that after learning of this mistake, he did not approach or contact Mr. Doyle to notify him that he should have been listed as the tenant on the

Commercial Lease Agreement. Again, no evidence or credible testimony was presented by Ms. Reeves to contradict the evidence that she was in fact the tenant of the Property who intended to terminate the Commercial Lease Agreement with the Moving Experience on October 27, 2020.

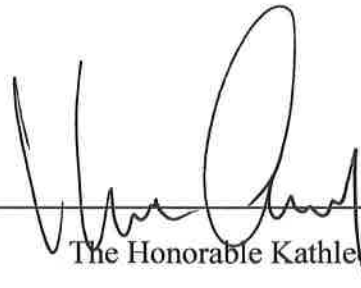
As all the documentation and testimony indicates Ms. Reeves was the tenant of the Property, this Court finds a contract existed between her and the Moving Experience.

In addition to finding a contract existed between the parties, the Court finds Ms. Reeves breached the contract and the Moving Experience suffered damages as a result. Ms. Reeves clearly breached the Commercial Lease Agreement when she neglected to pay rent and the late fees from September 2020 through February 2021. As a result of her breach, the Moving Experience suffered damages in the amount of \$6,486.75.

IV. CONCLUSION

For the reasons set forth herein, the Court hereby enters judgment in favor of the Moving Experience. The Moving Experience is entitled to the \$6,486.75, pre and post judgment interest, and court costs.

IT IS SO ORDERED.



The Honorable Kathleen K. Amalfitano