

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE  
IN AND FOR KENT COUNTY

CATHY L. VOGL, )  
 ) C.A. No. 05-03-0120AP  
 Plaintiff-Below, )  
 Appellant )  
 )  
 v. )  
 )  
 LAURIE DAVIS, )  
 )  
 Defendant-Below, )  
 Appellee. )

Submitted: October 26, 2005  
Decided: October 28, 2005

Ms. Cathy L. Vogl  
4911 Fox Hunters Road  
Harrington, DE 19952

Ms. Laurie Davis  
2175 South State Street  
Dover, DE 19901

**DECISION AFTER TRIAL**

Plaintiff-Below, Appellant Cathy L. Vogl (“Vogl”), 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. Vogl contends that she is entitled to an award of damages from the Defendant-Below, Appellee Laurie Davis (“Davis”) as a result of Davis’s breach of a lease that she had entered into with Vogl. Although Davis admits that she breached the lease, she is contesting the amounts due to Vogl. I find for Vogl and against Davis and award damages in the amount of \$3,569.45, plus interest at the legal rate from September 14, 2003, and court costs.

## FACTS

Davis rented a mobile home in Kent County, Delaware, from Vogl starting in May of 2001. The mobile home was not necessarily in the best shape when she and her family moved in. However, it was an improvement over their current living conditions and it was affordable. During the period that Davis and her family lived in the mobile home, most of their dealings were with Vogl's husband, Mr. Vogl, who was authorized by Vogl to act on her behalf. Davis and her family would speak to Mr. Vogl about the condition of the home and made certain improvements to it, which were approved by him.

Eventually, Davis and her family started looking for another place to live. Money got tight and they fell behind in their rent for the mobile home. Additionally, they were concerned about the home's heater and whether it would make it through another winter.

Davis and her family finally moved out of the mobile home on September 14, 2003. As they were getting ready to move, they told Mr. Vogl that they were moving out of the home and gave him verbal notice of their new address and telephone number. No written notice was provided to Vogl or her husband, however, and Mr. Vogl did not write down the information provided verbally. Davis and her family also advised Mr. Vogl that they would make good on their back rent due. However, no further payments were made.

Vogl has filed this suit seeking payment for back rent due, but, not paid by Davis in the amount of \$945.91. Additionally, she is seeking reimbursement for the mobile home's electric bills that she had to pay for which Davis was liable in the total amount of

\$686.54.<sup>1</sup> Finally, Vogl is seeking the reimbursement of expenses that she incurred as a result of damage that was caused to the mobile home by Davis and her family while they lived there. While Vogl had a long list of such damages for which she was seeking reimbursement, which totaled over \$3,400.00, I find that only the following damages have been proved by a preponderance of the evidence:

\$ 35.00 for a broken porch hand rail;

\$350.00 for missing closet doors;

\$292.00 to replace damaged carpet in a bedroom;

\$ 35.00 to repair a broken ceiling light fixture;

\$125.00 to replace a broken bedroom door;

\$ 25.00 to replace a shower curtain rod;

\$125.00 to replace the bathroom door;

\$500.00 to replace the bathroom floor that had rotted as a result of a water leak; and

\$450.00 for the general cleaning of the mobile home unit which was necessary

due to the condition that Davis and her family left it.

By correspondence dated November 12, 2003, Vogl sent a list of damages, and an estimated bill therefore, to Davis at the mobile home address and requested full payment on the damages by November 26, 2003. Davis declined to make any payment on the damages listed.

Although Davis admits that she breached the lease agreement by not paying all the rent due and all the electric bills for the period that she lived in the mobile home, she

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<sup>1</sup> Although Vogl requested a total of \$825.67 as reimbursement for Davis' electric bills for the mobile home, I have pro-rated the September 2003 bill for the time that Davis and her family actually lived in the home (essentially, one-half of the month).

contends that she is not liable to Vogl for any damages due to the fact that Vogl did not send her a proper written notice of the damages due pursuant to 25 Del. C. §5514(f).

Davis contends that Vogl therefore acknowledged that no payment for damages was due. See 25 Del. C. §5514(f).

### **DISCUSSION**

It is not contested that Davis breached her lease with Vogl for the mobile home when she failed to pay the rent due for the period that she and her family lived in the home and failed to stay current on her electric bill as required by the lease. Therefore, she is liable to Vogl for the total accrued rent due of \$945.91 for the period that she and her family lived in the mobile home. Additionally, she is liable for the reimbursement of electric bills in the amount of \$686.54 that Vogl paid for the period that Davis and her family lived in the home. Furthermore, Davis is liable for the damage that she and her family caused to the mobile home that has been proven by Vogl by a preponderance of the evidence and amounts to \$1, 937.00.

Davis contends that she did not receive proper notice of the amounts due to Vogl as required by Delaware statute at 25 Del. C. §5514(f). However, 25 Del. C. §5514(h) provides that a failure by a tenant to provide his or her forwarding address in writing relieves the landlord of the landlord's responsibility to give such notice. Therefore, Davis' contention in this regard must fail.

## CONCLUSION

As a result of the Court's finding of fact, which is based on the entire record, including all direct and circumstantial evidence, and the references therefrom, and the Court's above-referenced conclusions of law, the Court awards judgment for Plaintiff Cathy L. Vogl against Defendant Laurie Davis as follows:

- (a) Damages in the amount of \$3,569.45;
- (b) Pre and post judgment interest at the legal rate from September 14, 2003; and
- (c) Court costs.

**IT IS SO ORDERED this 28<sup>th</sup> day of October, 2005.**

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CHARLES W. WELCH  
JUDGE