

IN THE SUPREME COURT OF THE STATE OF DELAWARE

MELODY STARLING,	§
	§ No. 33, 2019
Defendant Below, Appellant,	§
	§ Court Below—Superior Court
v.	§ of the State of Delaware
	§
SPENCER APARTMENTS,	§ C.A. No. N18A-09-003
	§
Plaintiff Below, Appellee.	§

Submitted: July 12, 2019
Decided: August 29, 2019

Before **VAUGHN, SEITZ, and TRAYNOR**, Justices.

ORDER

After consideration of the parties’ briefs and the record on appeal, we conclude that the judgment below should be affirmed on the basis of the Superior Court’s decision dated January 8, 2019. A tenant who seeks to terminate a rental agreement or deduct the reasonable cost of repairs based on a landlord’s failure to maintain the rental unit as required must first provide to the landlord written notice of the maintenance issue, in accordance with 25 *Del. C.* §§ 5306-07. The appellant testified that she did not provide written notice of the alleged maintenance deficiencies.¹

¹ *Starling v. Spencer Apartments*, CPU4-17-004961, Transcript of Civil Trial Proceedings, at 70 (Del. Ct. Com. Pleas Sept. 6, 2018).

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ James T. Vaughn, Jr.
Justice