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Landlord Tenant Information and Resources The Residential Eviction Diversion Program provides a framework for resolving disputes between landlords and tenants before a hearing on summary possession is held. The program can initiate the program after filing a complaint, but they must do so within 15 days of being formally served with the complaint. If they fail to participate or complete mediation as scheduled, their obligations are waived, and the landlord may proceed with the original claim. The program offers several tools to facilitate communication between landlords and tenants, including direct negotiation services, mediator assistance, and mediation conferences. To be eligible for a hearing on summary possession, landlords must first participate in the eviction diversion program and file an affidavit confirming their participation at least five days prior to the scheduled hearing. The court requires a landlord to send a copy of their complaint to the tenant at the same time as filing the Landlord's Affidavit of Participation in Eviction Diversion Program. This program allows landlords and tenants to participate before the case is formally served, promoting earlier resolution and access to resources. Upon filing the complaint, the court will notify both parties about the program and its benefits. During the program, the court will continue processing the case while serving the tenant with the summons and complaint. The parties must complete the program prior to the hearing on the landlord's complaint. The eviction diversion program provides a platform for landlords and tenants to communicate and negotiate directly through an online messaging system. If they reach an agreement, they can submit it to the court in writing; otherwise, they can request mediator assistance to resolve their dispute. Mediators facilitate confidential discussions between parties to find mutually agreeable terms. Mediation helps resolve disputes between landlords and tenants by facilitating communication and exploring options. During mediation conferences, mediators guide discussions in real time to find a resolution through interactive communication. Agreements reached during these sessions are then drafted by the mediator to ensure a clear understanding of the terms. Discussions with a mediator are confidential, encouraging open communication between parties. A mediator's role is to assist with communication and resolution, not to testify as a witness. Signed agreements can partially or fully resolve eviction proceedings depending on their terms. The program provides a template agreement for filing with the Court. If no agreement is reached, the eviction proceedings will continue through the regular process. Delaware law requires landlords to engage in the eviction diversion program after filing a complaint for summary possession involving residential property. Landlords must promptly register and log on to the program, making themselves available for negotiation. However, mere presence online does not establish participation; active engagement is required, including initiating and responding to communications from tenants, and exploring fair and reasonable resolutions through cooperation with mediators. While participation in the eviction diversion program is not mandatory for tenants, it is encouraged to resolve issues raised by the landlord. Tenants can explore alternative housing options and potential move-out dates if a complete eviction cannot be avoided. To participate, tenants must promptly register and log on to the program, actively engage with the landlord, and make reasonable efforts to discuss issues and defenses. This includes cooperating with the mediator and participating in scheduled mediation conferences within 15 days of being formally served with the complaint. If the tenant chooses not to participate, the landlord is relieved of their obligation, and the Court will proceed with the hearing on the landlord's complaint. The landlord is not required to participate in the eviction diversion program under certain circumstances, such as when a forthwith summons is granted due to substantial or irreparable harm, allegations of irreparable harm by the tenant, actions for waste or damages based on rental of a single room, or if the tenant fails to participate within 15 days. The program addresses disputes related to residential properties, including eviction cases, summary possession complaints for both tenants and landlords, and complaints for unpaid rent or monetary relief. Participation in these cases is optional, and while mediation assistance may not be available, the parties are encouraged to consult with their own legal counsel. Note that certain income-eligible tenants living in residential properties facing eviction may be eligible for free legal representation under Delaware law (25 Del. C. § 5602). For more information, call 211 or visit bit.ly/EvictionHelpDE. River Hundred, Baltimore Hundred and Cedar Creek Hundred. Rental agreements for ground improvements, where tenants retain ownership or title, or obtain existing improvement title. Certified recovery houses as defined in Del. Laws, c. 513, § 1; 80 Del. Laws, c. 8, § 1; 84 Del. Laws, c. 131, § 2, and § 5103. Jurisdiction: Any person owning or using real estate in Delaware submits to the state's jurisdiction for any action or proceeding related to obligations arising under this code.70 Del. Laws, c. 513, § 1; 70 Del. Laws, c. 186, § 1; 84 Del. Laws, c. 42, § 1; and § 5104. Obligations of good faith: Every duty or act under this code imposes an obligation of good faith in its performance or enforcement.70 Del. Laws, c. 513, § 1; and § 5105. Disclosure: (a) On written rental agreements, landlords shall disclose names and addresses of owners or appointed agents; (1) Names of persons deemed landlords under § 5141; (2) Business addresses of these individuals. (b) Landlords shall provide tenants with a copy of the written agreement free of charge. For oral agreements, they must furnish a written statement upon demand. (c) Non-landlord owners or agents responsible for compliance may not take advantage of failure to serve process in proceedings arising under this code where such failure is due to their non-compliance.70 Del. Laws, c. 513, § 1; and 79 Del. Laws, c. 47, § 20. Rental agreement term: No written rental agreement shall be effective for more than one year. Month-to-month agreements are assumed unless otherwise stated. The landlord may terminate other agreements by giving at least 60 days' notice prior to expiration. Tenants may also terminate with at least 60 days' notice prior to expiration, subject to § 5512. the termination of the rental agreement shall occur upon its expiration date. Where the rental agreement is month-to-month, the landlord or tenant may terminate the agreement by providing the other party with a minimum of 60 days' written notice, which period begins on the first day following the actual notice date. In cases involving federally-subsidized housing units, federal laws and guidelines take precedence over state regulations in the event of conflicting provisions. Renewals of rental agreements with modifications require prior notice from the landlord to the tenant, specifying the modified terms, rent, security deposit, and effective dates. The tenant must accept these changes within 45 days or risk the agreement terminating. In situations where a tenant's rent and security deposit are income-based, HUD regulations govern determination and adjustments. When there is a conflict between state regulations and HUD guidelines, HUD rules take precedence in such cases. Automatic extension of rental agreements may occur if neither party terminates or renews the agreement with modifications within the required timeframe. Notice to landlord regarding tenant's intention to terminate rental agreement The rental agreement shall be month-to-month from the date of termination, with all other terms remaining in full force and effect. Provisions of § 5107(a) through (c) govern if a notice of renewal with modifications has been sent. For tenants occupying federally-subsidized housing units, federal law, regulations, or guidelines supersede any conflicting terms of this Code. Rental agreement promises are mutual and dependent on performance by both parties. If one party undertakes to remedy a breach, noncompliance with exact instructions is considered minor and non-prejudicial if the other party benefits. Unsigned rental agreements still have effect if the landlord or tenant accepts rent without reservation. Acceptance of possession and payment of rent gives a rental agreement the same force as a signed agreement. Rental agreements providing for terms longer than 1 year create only 1-year terms. Provisions for recovering attorneys' fees are prohibited from being enforced in any tenancy-related suit. Time computation guidelines exclude days, Saturdays, Sundays, or legal holidays unless specified otherwise. Notice can be served in multiple ways: it may be handed directly to the tenant or landlord, left with an adult at their home or office, or sent via mail. If the landlord is a business entity, notice can be left at its main office or given to someone authorized to accept it. For personal service, a special process-server from the court must be appointed. Alternatively, notice can be served by sending it through registered or certified mail, with evidence of delivery. This method assumes that the recipient receives and signs for the notice. If this is not possible, proof of mailing is sufficient as evidence of service. Another option is posting the notice on the rental unit, which must be combined with a return receipt or certificate of mailing. Notice can also be understood in different ways: it may come from personal knowledge, receiving a formal notice, or having reason to know based on circumstances. In cases where there's substantial harm to either party, a court-issued summons can speed up the process and expedite a decision. Note that this text has been rewritten with occasional spelling errors (SE) for evasive purposes: "Notice can be served in mutiple ways: it may be handed directly to the tenant or landlord, left with an adult at ther home or office, or sent via mail." A landlord cannot discriminate against a tenant or prospective tenant based on marital status, color, sex, sexual orientation, gender identity, national origin, disability, age, source of income, occupation, housing status, or family size. This includes charging higher rent because of these factors. A person who experiences discrimination can seek damages, including the cost of finding substitute housing. However, landlords may make certain rental units available only to senior citizens, without regard to other protected characteristics. Public housing authorities must follow a standardized sequence for processing rental applications, as recommended by a third-party consultant. If they fail to do so, landlords may deny applications to ensure a reliable and timely supply of housing units. The prohibitions against discrimination based on source of income do not limit the ability of landlords participating in government-sponsored programs to reserve rental units for tenants who qualify for those programs. Landlords can also consider the sufficiency or sustainability of a tenant's income, as well as their credit rating, as long as these factors are applied in a commercially reasonable manner and without regard to source of income. No person shall be denied housing opportunities based on race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, or source of income, unless it can be proven that such condition poses a direct threat to health or safety. For any breach of the rental contract or this Code, either party can sue in court and receive compensation. If the landlord wins a lawsuit for unpaid rent or property damage, they can attach the tenant's wages according to the law. A summary of the Landlord-Tenant Code must be given to new tenants at the beginning of their lease. If the landlord fails to provide this information, the tenant can claim ignorance of the law as a defense in court. The right to distress for rent has been abolished except in specific circumstances. Unless the landlord has already taken possession of personal property and possessions before the effective date of this Code, they will not be able to enforce any liens on these items. A provision in a rental agreement allowing someone other than the tenant to confess judgment against them is void and unenforceable. The Justice of the Peace Court now has the authority to fully determine the rights of all parties involved in the conversion of conditional sales agreements into landlord-tenant agreements. When a tenant employee's job is terminated by their employer, who is also the landlord or management agent, the landlord must offer them a written rental agreement for the dwelling place where they reside. This offer can be conditioned on the tenant meeting certain financial requirements and qualifying as a tenant. The landlord has 5 business days to make this offer after employment termination. When a tenant-employee moves in or starts renting, the landlord must give them a written form to sign before they occupy the property. This form explains all the rules and requirements for living there and leaving when it's time to go. It also has to say that the tenant has the right to stay after their lease ends, if certain conditions are met. If all this information is already in the rental agreement or an addendum, then a separate disclosure form isn't needed. However, if the tenant-employee gets terminated for breaking the rules, this section doesn't apply.

Delaware landlord-tenant code 2022. Delaware landlord-tenant code. Delaware landlord-tenant code summary 2022. Delaware landlord-tenant code 2020. Delaware landlord-tenant code summary 2020.