

RESPONSE DRAFT - AI o1 PRO

Dear Mr. Rollins:

I write this letter as a comprehensive and final response to your November 8, 2024 letter, as well as to address all prior communications including your initial "Notice of Intention to Impose Claim on Security Deposit" mailed in October 2024. My objective here is twofold: first, to provide an exceptionally detailed legal and factual basis for my demands and for my rejection of your insufficient settlement offer; and second, to propose a structured pathway to resolve this matter by means that reflect the seriousness and breadth of your violations of Florida law. This letter should be viewed as your last opportunity to address the grave consequences of your multiple statutory breaches, acts of conversion, negligent maintenance, and harassing conduct before I proceed with litigation, bar complaints, and regulatory reporting.

Your status as a licensed attorney carries heightened obligations and expectations. The acts documented in this letter are not mere oversights; they illustrate a pattern of willful noncompliance with Florida's landlord-tenant laws, misrepresentation of legal obligations, and intentional disregard for my rights as a tenant. Your behavior undermines not only our landlord-tenant relationship, but also the integrity of the profession to which you belong. At every point where you were required to adhere to statutory mandates, you chose to ignore them. As a direct result, I have suffered financial harm, emotional distress, and a loss of trust in the legal framework that should protect tenants against such abuses.

I will not repeat what I have stated in shorter, prior letters. Instead, I will expand extensively on each violation, ensuring there can be no misunderstanding as to the gravity and scope of your conduct. My intent is to leave no doubt as to the legal grounds for my claims, the evidentiary support I possess, and the ample remedies and damages I am prepared to seek if we cannot reach a fair and lawful resolution promptly.

Your previous proposal of \$2,000 is patently unacceptable. It fails entirely to acknowledge the scale of your misconduct and the legal liabilities you now face. Given the extensive documentation I have compiled, it is clear that Florida courts would be well within their authority to award me far greater sums, including treble damages, punitive damages, and attorney's fees. Moreover, your professional standing as an attorney will not shield you from disciplinary scrutiny. In fact, it enhances my case for demonstrating that your misconduct is not due to ignorance, but stems from a deliberate choice to flout well-established legal standards.

I. Statutory Framework and Your Legal Obligations

Under Florida law, a landlord is subject to a wide array of statutory requirements designed to safeguard tenants' rights. For reference, Florida Statutes §§83.49 and 83.51 govern security deposits and maintenance obligations, mandating strict timelines, proper notice, and transparency. Florida Statutes §§715.10-715.111 outline specific procedures for handling any personal property left behind, including the need for a written notice and a recovery period before the landlord may treat such property as abandoned or dispose of it.

You, as a landlord and licensed attorney, should be intimately familiar with these statutes. The burden of complying with these laws is yours alone. The record, however, shows you did not merely fail to comply; you actively subverted these requirements. For instance, in withholding my full \$4,500 security deposit without providing any timely, itemized, and lawful basis, you openly disregarded §83.49(3). Additionally, by retaining and using my personal property (worth \$4,200 after depreciation) to market the property to new tenants, you violated both Florida's personal property statutes and common law rules governing conversion. The silence and evasion you exhibited when I attempted to retrieve my property only add weight to the claim of willful misconduct.

II. Detailed Review of Violations

A. Security Deposit Handling

Your notice alleging \$4,500 in damages was vague, non-itemized, and failed to include any supporting evidence. This omission is not a minor technicality; it is a clear statutory violation. Florida Statute §83.49(3)(a) requires landlords to provide written notice of any claims against the deposit within 30 days of lease termination and to detail the nature and amount of each damage or cost. Your letter lacked specificity, offered no receipts or photographs, and thus prevented me from making an informed response. Courts have routinely held that failing to provide sufficient detail invalidates the landlord's claim entirely, requiring a full return of the security deposit.

Your conduct amounts to bad faith withholding. You knew or should have known that generic, unsupported accusations (like "excessive garbage" or "wall damage") do not meet the legal standard. Because you had ample opportunity and legal training to comply correctly, your failure suggests a deliberate tactic to retain funds to which you are not entitled. As a result, I am entitled not only to the full deposit return, but potentially to additional damages, including statutory penalties and attorney's fees. Florida courts, considering bad faith, may award treble damages under certain circumstances. Your professional background as a lawyer strongly supports a finding of bad faith, as ignorance of the law is not plausible.

B. Negligent Maintenance and Habitability Failures

The lease agreement and Florida Statute §83.51 impose upon you a duty to maintain the property in a safe, habitable condition. Yet, from the very start of my tenancy, you neglected fundamental maintenance. The severely clogged kitchen sink required my intervention due to your non-responsiveness, forcing me to expend time, money, and effort to restore basic functionality. More egregiously, you failed to secure the property against foreseeable intrusions. The backyard gate, which you acknowledged was deteriorated, remained unrepaired despite my requests, enabling a trespasser with a substantial criminal history to gain access to my home. This break-in was not merely a scare; it was a dangerous, traumatizing event that re-ignited and worsened my PTSD.

Your refusal to rectify critical safety issues or to undertake prompt, professional repairs shows a reckless disregard for tenant well-being and flouts the implied warranty of habitability. Florida law does not excuse a landlord's inaction merely because maintaining a property is inconvenient. By ignoring repeated requests for fence and gate repairs, and by failing to ensure proper locks or security measures after a documented incident, you violated the statutory standards and breached the lease. The resulting mental anguish and emotional distress I suffered, combined with the tangible risk to my personal safety and property, are factors that strengthen claims for compensatory and potentially punitive damages.

C. Unlawful Conversion of Personal Property

You withheld my personal property that I attempted to retrieve after vacating. Per Florida Statutes §§715.104 and subsequent sections, a landlord who finds tenant property on the premises must issue proper written notice and permit retrieval within a statutory period. You did not provide any such notice. Instead, you ignored my attempts to reclaim my belongings and proceeded to market the property's backyard amenities—including my Weber Spirit E-310 Propane Grill and related accessories—to prospective new tenants. This act is legally defined as conversion: exercising dominion and control over my property in a manner inconsistent with my ownership rights.

In *Goodwin v. Alexatos*, Florida's courts affirm that unauthorized use and retention of another's property is conversion, entitling the owner to recover the property's full value. In this case, that value is approximately \$4,200 after depreciation. Because your actions were willful and for personal gain (advertising the grill to enhance your rental listing), I am also positioned to seek punitive damages for conversion. The law treats deliberate, unjustifiable interference with property rights as a serious offense. By doubling down on ignoring my retrieval requests and profiting from my property's use, you place yourself squarely within the zone of heightened liability.

D. Harassment, Coercive Communication, and Misrepresentation

After receiving my formal dispute letter, rather than providing the requested documentation or good-faith negotiation, you attempted to coerce me into phone calls. You sent multiple voicemails and messages strongly implying that both parties "are supposed to" talk on the phone. This is factually and legally untrue. Florida landlord-tenant law imposes no such requirement. My insistence on written communication is both my right and the recommended practice for clarity and record-keeping. Your attempts to force a phone conversation, given your attorney status, appear intended to intimidate, avoid leaving a paper trail, and corner me into concessions I would not make if protected by documentation.

Your misrepresentation of legal requirements and your repeated, unsolicited attempts to engage in a less documented medium constitute harassment. When considered alongside your selective quotation of my messages (such as truncating my September 4 text to misrepresent it as an abandonment of property rather than a retrieval attempt), this behavior clearly indicates bad faith. Harassment of tenants is expressly discouraged by Florida statutes, and your actions, once again, could warrant enhanced judicial remedies and potentially form the basis for ethical complaints with the bar associations in states where you hold a license.

E. Violations Arising from Unregistered Business Entity Operations

You required me to make rent payments to "Amarlu Enterprises," a North Carolina entity not registered as a foreign LLC or business in Florida as mandated by §605.0902. Conducting business without proper registration is unlawful and questions the validity of the lease and all financial transactions stemming from it. By collecting \$45,000 in total rent through a non-registered, undisclosed entity, you have exposed yourself to possible regulatory penalties, tax liabilities, and legal ramifications that may void the enforceability of the lease terms. This underscores the magnitude of your misconduct, revealing a pattern of deceptive and illegal practices far beyond mere landlord-tenant disputes. It invites broader scrutiny from state agencies and the IRS, increasing the complexity and potential severity of consequences you face.

III. Professional Ethics and Regulatory Implications

As an attorney, you are held to a higher standard. The Florida Bar, as well as the North Carolina and Missouri bar associations where you are licensed, maintain codes of professional conduct that prohibit dishonesty, fraud, deceit, and misrepresentation. Engaging in prolonged, willful violations of landlord-tenant statutes, misleading communications, and noncompliance with foreign entity requirements suggests not only unethical conduct but also harm to the public trust in the legal profession.

I will report your actions to these professional bodies. This is non-negotiable and separate from any settlement of the financial claims. Even if you choose to settle monetarily, your disregard for statutory obligations, your exploitation of your position as a lawyer, and your intimidation tactics must be brought to the attention of the appropriate regulatory and ethical oversight entities. This is a matter of principle and public protection, ensuring that similar abuses do not continue against other tenants.

IV. Damages and Settlement Offer

Given the extraordinary range and severity of violations, I will no longer consider any partial, token offer. Your previous \$2,000 proposal was an insult, given that my claims now extend well beyond the security deposit to the entire lease amount, personal property value, and other compensatory damages.

1. Lease Amount and Security Deposit: I demand the full amount of the lease payments (45,000), *the full security deposit* (4,500), and the value of my personal property (4,200), *plus the return of the* 500 pet deposit. This amounts to \$54,200. This figure excludes treble damages, punitive damages, emotional distress damages, and attorney's fees, which I would otherwise seek in court.
2. Independent Reporting: Regardless of your choice, I will report your actions to the Missouri Bar, the North Carolina Bar, and the Florida Bar Associations, as well as to the Florida Department of Revenue and the North Carolina Department of Revenue concerning your unregistered foreign

entity operations. This is a separate track that will proceed irrespective of any financial settlement. I am not offering to refrain from this reporting in exchange for payment because that would be improper. Instead, I am fulfilling a civic and ethical duty to ensure accountability.

3. Timelines and Compliance: If you wish to avoid litigation seeking even larger sums and extensive public scrutiny in a courtroom, you must remit the full \$54,200 *within fifteen (15) days from receipt of this letter. I will accept a cashier's check or a verified bank transfer. Upon receipt, I will consider the financial dispute resolved.* \$54,200, given your bad faith and professional background.

V. Legal and Moral Rationale for My Approach

My approach—demanding the entire lease amount, the entire deposit, full personal property value, and reporting your professional misconduct—is not vindictive, but it is proportionate to your relentless noncompliance, your intimidation strategies, and your unwillingness to act as a lawful, responsible landlord. As an attorney, you should have known better at every turn. Instead, you chose to exploit both your knowledge of the law and your perceived leverage over a tenant who simply sought a safe, habitable home and a fair return of their security deposit.

If you had been responsive, honest, and cooperative, this matter would not have escalated. Instead, your continued disregard for statutes, attempts to coerce phone conversations, misrepresentation of legal obligations, and failure to address security and maintenance issues have forced me to take a firm and fully-documented stance.

VI. Summary of Demands and Consequences

To reiterate:

1. Pay \$54,200 *in full within fifteen (15) days* : This payment covers \$45,000 in total rent (reflecting my claim to void or recoup due to your misconduct), \$4,500 security deposit, \$4,200 personal property value, and \$500 pet deposit. By doing so, you resolve the direct financial aspects of my claims. This is a significant concession on my part, as I am declining, for the sake of resolving this matter swiftly, to also demand treble or punitive damages in this immediate settlement.
2. Understand that my duty to report your conduct to professional and regulatory authorities stands: Paying the demanded amount will not prevent me from filing complaints with the relevant bar associations and revenue departments. This is a separate and independent track. It is not and cannot be part of any negotiation.
3. Failure to pay timely will result in litigation: Should you choose not to settle for \$54,200, *I will proceed to file suit. In court, I will present the full array of evidence and arguments, seeking far more than \$54,200*, including punitive and treble damages, as well as emotional distress damages and attorney's fees. Additionally, courtroom proceedings are public, which may further damage your reputation, especially in light of your attorney status.

VII. Conclusion

You have left me no choice but to take this all-encompassing action due to your repeated and willful violations of Florida law, your professional duties, and your ethical obligations. The evidence is overwhelming, the statutes are clear, and your position as an attorney removes any plausible claim of ignorance. I have documented each violation, explained the statutory basis for each claim, and demonstrated how courts and oversight bodies are likely to react to your misconduct.

This letter is your final notice and your last opportunity to mitigate the substantial harm you have caused yourself by refusing to follow the law. If you fail to comply with these demands, I will have no hesitation in pursuing the full extent of litigation and regulatory measures available.

Please govern yourself accordingly.

I am writing in direct response to your letter dated November 8, 2024, and to address your prior "Notice of Intention to Impose Claim on Security Deposit" sent in October 2024. My purpose is twofold: (1) to provide a final, comprehensive legal rebuttal to your claims and conduct; and (2) to present clear options for resolving this dispute before I pursue all available legal and regulatory remedies.

Over the course of my tenancy at 2649 Tifton St. S., I have devoted significant effort to understanding and documenting your numerous violations of Florida's landlord-tenant statutes. Regrettably, my review of these laws, combined with substantial time invested in assembling evidence, has only confirmed that your actions were not merely negligent oversights. Instead, they appear to be calculated misrepresentations and statutory breaches, culminating in bad faith withholding of my security deposit, unlawful retention and use of my personal property, and a pattern of harassment that exacerbated my pre-existing PTSD.

Your profession as a licensed attorney in North Carolina and Missouri imposes on you an enhanced obligation to understand and follow the law. Yet the record shows that you repeatedly disregarded mandatory legal requirements. The violations documented below are neither subtle nor isolated. Taken in their entirety, they show a deliberate pattern: you failed to provide itemized documentation for withholding my security deposit, never issued legally required notice for personal property you retained, leveraged unregistered foreign entities to collect rent in Florida, and pressured me repeatedly via phone calls and voicemails despite my clear requests to maintain all communications in writing.

Your most recent letter's "settlement offer" of \$2,000—comprising a partial refund of the security deposit and a nominal amount for my personal property—is not only legally insufficient but insulting in light of the high damages, statutory penalties, and potential professional consequences you face. I am

rejecting that offer outright. Instead, I am making a final demand that reflects the gravity of your misconduct, as explained below.

I. Overview of Violations & Core Legal Framework

A. Florida Statutes Governing Security Deposits and Property Handling

Under Florida Statutes §§83.49 and 83.51, landlords must adhere to strict timelines and evidentiary requirements when withholding a tenant's security deposit. Specifically, §83.49(3) demands that, within 30 days of lease termination, a landlord must provide an itemized, good-faith notice of any claims against the deposit. Failing this, the landlord forfeits the right to withhold, and the full deposit must be returned promptly. You neither provided the requisite specificity nor timely produced evidence supporting your claims.

Similarly, for personal property left behind, Florida Statutes §§715.10-715.111 require the landlord to issue proper written notice and allow a retrieval window before disposing of or claiming the tenant's items as abandoned. You never provided such notice. Instead, you ignored my documented requests to reclaim my belongings and then advertised them as amenities for new tenants—an act of conversion under Florida law.

B. Case Law and Burden of Proof

Florida courts have repeatedly emphasized that landlords must meet their statutory burdens. Cases like *Johnson v. Baker* affirm that without a proper inventory or baseline condition report, a landlord cannot prove tenant-caused damages. *Durene v. Alcime* underscores the necessity of timely, itemized disclosures. By failing to meet these standards, you have rendered your claims unenforceable and triggered penalties that the statutes impose to deter such misconduct.

C. Unregistered Foreign Entity Issues and Fraudulent Practices

You instructed me to pay rent to "Amarlu Enterprises," a North Carolina company unregistered as a foreign entity in Florida. Florida Statute §605.0902 requires out-of-state companies to register before doing business here. By funneling \$45,000 in rent through an unregistered entity undisclosed in the lease, you violated state law. Your omission from the lease of this entity and its assumed names is a misrepresentation that may constitute fraud. This alone undermines the enforceability of the lease and any claims you assert based on it.

II. Specific Violations Detailed

1. Improper Security Deposit Handling:

- You withheld my entire \$4,500 security deposit without providing a timely, itemized statement of costs as required by §83.49(3)(a).
- Your "notice" was vague, lacked itemization, and did not meet the statutory standard. Courts have consistently ruled that such generic notices fail to justify withholding any portion of a deposit.
- As a result, you forfeited your right to withhold any funds. By continuing to do so, you are acting in bad faith, exposing yourself to liability for treble damages, attorney's fees, and costs.

2. Unlawful Retention and Conversion of Personal Property:

- I left certain personal property behind due to storm-related delays and specifically attempted to schedule retrieval. You never responded or provided the required abandonment notice mandated by §715.104.
- Instead of allowing me to retrieve my belongings, you converted my property to your own use, as evidenced by rental listings touting "barbequing" amenities—directly referencing my Weber Spirit E-310 grill and related equipment.
- Conversion law in Florida (see *Goodwin v. Alexatos*) allows me to recover the full value of my items. Given your willful misconduct, I may also seek punitive damages.

3. Negligence and Habitability Concerns:

- From the clogged kitchen sink you never fixed to the dangerous condition of the backyard fence gate that allowed a violent trespasser into the property, you repeatedly failed in your duty to maintain a safe, habitable environment under §83.51.
- Your neglect forced me to undertake self-help remedies at my own expense and exposed me to direct physical and emotional harm. The March 26, 2024 break-in, facilitated by your ignored maintenance requests, exacerbated my PTSD and compromised my family's safety.

4. Harassment and Misrepresentation:

- After receiving my dispute letter, you attempted to coerce me into phone calls and even sent a text implying "we are both supposed to" talk by phone—an outright misrepresentation of the law. Florida's landlord-tenant statutes do not require phone negotiations.
- These tactics are a form of harassment. Given your background as an attorney, your insistence on undocumented verbal resolutions appears designed to intimidate and avoid creating a paper trail, further demonstrating bad faith.
- This harassment, combined with misaddressed certified mail and selective quoting of my texts to fabricate claims of abandonment, shows a pattern of manipulation that only strengthens my entitlement to punitive and statutory damages.

III. Impact of Your Attorney Status and Professional Obligations

As a licensed attorney, you must know that ignoring statutory mandates, withholding evidence, and converting tenant property is not only unlawful but unethical. Your violations may constitute breaches of the Florida Bar Rules of Professional Conduct, specifically Rules 4-8.4(c) (involving dishonesty, fraud, deceit, or misrepresentation) and 4-8.4(d) (conduct prejudicial to the administration of justice).

I reserve the right to file complaints with the Missouri and North Carolina Bar Associations, as well as the Florida Bar, exposing your deliberate attempts to circumvent landlord-tenant laws and your professional responsibilities.

IV. Financial Breakdown of Claims

Given the severity and multiplicity of violations, I am entitled to significant damages:

1. Full Lease Amount and Security Deposit:

- Due to the underlying misrepresentation and possible unenforceability of the lease, as well as withholding the entire deposit without justification, I have grounds to demand return of the full 4,500 *deposit plus the full lease amount of* 45,000. While I previously considered lesser amounts, your ongoing noncompliance and bad faith behavior warrant a more comprehensive remedy.

2. Value of Personal Property:

- My personal items you converted, including the Weber grill and related accessories, are valued at approximately \$4,200 after depreciation. You must compensate me fully for these items.

3. Pet Security Deposit:

- You must also return the \$500 pet fee. Given the lease's invalidation and your failure to comply with statutory obligations, retaining this fee is no longer justifiable.

4. Statutory and Punitive Damages:

- Florida Statute §§83.49 and 715.109 allow for treble damages and other penalties if bad faith is established. Your knowing, repeated violations almost guarantee such a finding.

5. Emotional Distress and Other Damages:

- The aggravation of my PTSD, inconvenience, and costs incurred to self-remedy maintenance issues could support additional claims for compensatory and possibly punitive damages.

Total Demand:

Base amounts include 45,000 (*lease*), 4,500 (security deposit), 4,200 (*personal property*), and 500 (pet fee), totaling 54,200, *excluding treble, punitive, or emotional distress damages*. *By paying* 54,200 immediately, you can avoid litigation seeking much higher amounts, including treble and punitive damages.

V. Proposed Two-Track Approach

I have decided on two distinct tracks. You may resolve the financial dispute, but I will not be deterred from pursuing professional and regulatory reporting:

1. First Track—Settlement:

- To avoid protracted litigation, I offer one final settlement figure of 54,200. *This sum reflects the full lease amount, the full security deposit, the full value of my personal property, and the* 500 pet deposit.

- By paying \$54,200 within fifteen (15) days of receiving this letter, I will release you from further financial liability related to these direct claims. This is a substantial concession, as I am choosing not to pursue punitive or treble damages in this settlement offer.

2. Second Track—Mandatory Reporting of Misconduct:

- Regardless of your decision on the settlement, I will report your actions to the North Carolina Bar, Missouri Bar, and Florida Bar Associations. Your status as an attorney and your willful disregard for statutory obligations demand oversight.

- I will also file complaints with the Florida Department of Revenue and the North Carolina Department of Revenue concerning Amarlu Enterprises' unregistered operation and potential tax violations.

- This reporting is non-negotiable and will not be withdrawn even if you pay the demanded \$54,200. The second track is about ensuring accountability beyond the financial dimension.

This two-track approach clarifies that paying \$54,200 will not prevent me from reporting your professional misconduct and potential tax violations. I am not offering to refrain from reporting in exchange for payment—such an arrangement would be improper. Instead, paying the demanded amount serves only to resolve the financial aspects of the dispute. The professional and regulatory obligations I have to report misconduct stand independently.

VI. Next Steps

If you choose to settle, remit payment of \$54,200 in full within fifteen (15) days of receiving this letter. Acceptable forms of payment include cashier's check or wire transfer, and all communications confirming payment must be in writing.

If you fail to meet this deadline, I will initiate litigation in Florida Circuit Court. There, I will seek full compensatory damages, treble or punitive damages, attorneys' fees, and additional remedies permitted by statute and case law. Given the strong evidence of your bad faith, the court is likely to award far more than \$54,200.

Upon settlement or, failing that, upon the commencement of litigation, I will also proceed with reporting your conduct to the relevant bar associations and state departments. Once again, these reports are not contingent upon the settlement. They are a separate, equally important matter to ensure that your conduct as a landlord-attorney does not go unchecked.

VII. Conclusion

Your refusal to follow Florida's landlord-tenant statutes, your misrepresentations, your intimidation tactics, and your wrongful conversion of my property have caused me significant harm, both financially and emotionally. As a licensed attorney, you knew or should have known better. Instead, you chose to flout the law.

This letter serves as your final notice and demand. You have a limited window to address your statutory failures by remitting \$54,200 and thus resolving the financial dispute. Regardless of your choice, I will honor my duty to report your unethical conduct to the appropriate professional and regulatory authorities.

Please govern yourself accordingly.

Sincerely,

[Your Name]

Former Tenant, 2649 Tifton St. S., Gulfport, FL 33711

Enclosures:

- Relevant Text Message Logs (Addendum C)
- Police Report, March 26, 2024 (Addendum E)
- Itemized Personal Property List (Addendum B)
- Maintenance Timeline (Addendum A)
- Current Rental Ads (Addendum D)