

## Landlord-Tenant Dispute Case Summary

Boerner v. Rollins

Property Address: 2649 Tifton St. S., Gulfport, FL 33711

### Overview

Landlord-tenant dispute involving security deposit retention, personal property conversion, premises liability, and potential harassment. Case involves a lawyer-landlord's failure to maintain premises security after a break-in, leading to documented PTSD, followed by improper security deposit withholding and personal property conversion.

### Key Claims

Security Deposit: \$4,500 wrongfully withheld

Personal Property: \$4,200 in converted property

Statutory Damages: Potential treble damages under FL §83.49

Emotional Distress: Documented PTSD from break-in, exacerbated by landlord's inaction

Punitive Damages: Based on willful negligence and bad faith

### Significant Legal Issues

Violation of FL §83.49(3)(a) – Improper security deposit withholding

Violation of FL §715.104 – Unauthorized retention of personal property

Premises liability – Failure to maintain security after known break-in

Potential harassment – Pattern of coercive communication from lawyer-landlord

### Timeline of Key Events

#### Pre-Incident Period (2023)

October 2023: Lease commenced

October 2023: First maintenance issue (clogged sink) ignored by landlord, establishing pattern of negligence

#### Break-In and Security Issues (2024)

March 26, 2024: Break-in occurs through deteriorated gate

Police report filed

Charges pressed against intruder

Immediate notification to landlord

Landlord acknowledges gate security issues verbally

Tenant requests security improvements

March 28, 2024:

Intruder bonds out of jail  
Tenant notifies landlord of safety concerns  
Landlord restricts security camera installation options  
Tenant documents fear of retaliation

Mid-April 2024:

Tenant diagnosed with PTSD  
Medical documentation and treatment begins  
Continued requests for security improvements ignored

Lease Termination Period

August 31, 2024: Original lease end date  
September 2, 2024: Actual vacancy date (storm-related delay)  
September 4, 2024: Initial attempts to retrieve personal property  
September 25–27, 2024: Written requests for property retrieval ignored

Security Deposit Dispute

October 1, 2024: Landlord's claim on security deposit issued

Claims lack specificity  
No photographic evidence provided  
References non-existent inventory list  
Incorrect ZIP code delays delivery

October 5, 2024: Tenant receives security deposit claim  
October 18, 2024: Tenant's formal dispute letter sent via certified mail

Detailed rebuttal of all claims  
Request for return of personal property  
Specification of certified mail communication channel

Post-Dispute Communication

October 2024: Pattern of potentially harassing communication

Day 1: Two calls/voicemails (~2 hours apart)  
Day 2: Additional call/voicemail + text message  
All communications outside specified certified mail channel  
Pressure for "amicable" resolution despite legal process initiation

#### Current Status

Property is being advertised with tenant's personal property (Weber grill) as an amenity. Landlord continues communication outside specified channels. Tenant seeks comprehensive damages beyond small claims limit.

#### Evidence Available

Police report from break-in

Medical records documenting PTSD diagnosis and treatment

Text messages and emails showing:

Security concerns

Maintenance requests

Property retrieval attempts

Voicemails and texts showing pattern of communication

Current property listing showing converted property

Certified mail records

Photos of property condition (if available)

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#### Pattern of Communication Analysis:

Timeline of Communications (2-day period):

Day 1:

Call 1 + Voicemail 1: Initial contact requesting callback

~2 hours later

Call 2 + Voicemail 2: Brief follow-up requesting callback

Day 2:

Call 3 + Voicemail 3: Longer message mentioning "amicable" resolution

~2 hours later

Text Message: Reinforcing previous calls and mentioning "amicable" resolution

#### Legal Implications:

#### Problematic Language and Tactics:

The landlord repeatedly uses the word "amicable" and suggests there's an obligation to attempt amicable resolution

As a lawyer, the landlord should know:

There is no legal requirement for "amicable" discussion

The tenant has established certified mail as the communication channel  
Direct communication between a lawyer and unrepresented party could be considered coercive

#### Harassment Elements:

Frequency: 4 attempts in 48 hours  
Persistence: Despite no response, continued attempts  
Pressure: Escalating urgency in messages  
Pattern: Systematic timing (~2 hour intervals)

#### Aggravating Factors:

Landlord is aware of tenant's PTSD diagnosis  
Landlord is an attorney (power imbalance)  
Communications outside specified channel  
Language suggesting legal obligations that don't exist

This pattern of communication strengthens your case in several ways:

#### Evidence of Bad Faith:

Shows disregard for established communication channels  
Demonstrates attempt to pressure direct communication despite power imbalance  
Could support treble damages claim

#### Emotional Distress:

Pattern of contact despite knowledge of PTSD  
Pressure tactics causing additional stress  
Documentation supports claim for emotional damages

#### Professional Misconduct:

As an attorney, the landlord's actions could be viewed as more egregious  
May support punitive damages claim  
Could be relevant to state bar if pattern continues

#### Recommendation:

These communications strengthen the argument for pursuing the case in County Court rather than Small Claims. They provide evidence of bad faith and potential harassment that could support higher damages awards. I recommend:

Document all communications in detail

Save voicemails and text messages

Note exact times/dates of all calls

Record any physical or emotional responses to these communications

Consider filing a formal bar complaint if harassment continues

This evidence of systematic pressure tactics, especially from a lawyer who should know better, makes a compelling case for pursuing maximum damages rather than limiting yourself to Small Claims Court.

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#### additional Pattern of Communication Analysis:

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- As a lawyer, the landlord should know:

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  - \* The tenant has established certified mail as the communication channel

  - \* Direct communication between a lawyer and unrepresented party could be considered coercive

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VoiceMail and SMS Text Transcripts Following Landlord's Dispute Letter to Tenant, Stephen Boerner

The following voicemail transcripts were exchanged between the landlord, Luther Rollins, and the tenant, Stephen Boerner, over a two-day period. Rollins made three missed phone calls and left three voicemails during this time. Additionally, there was one text message exchanged.

Day 1:

1pm: Missed Call, voice mail

- "Hi Stephen this is Luther Rollins your landlord from Florida the Tiston house in Florida I was trying to reach you if you could please give me a call I would appreciate it you can reach you at my cell phone number 3142697670 be available anytime did you call during the day or of an early evening thanks Stephen appreciate it bye-bye..."

3pm: Missed Call, voice mail

- "I would appreciate it Stephen you can call me at 314269 7670 thanks bye..."

5pm: text message

- "Hi Stephen, I called you a couple times today to discuss the Tenant Response & Dispute you sent to me which I recently received. I hope we could talk (and I believe we are both supposed to) try to resolve amicably. I am available most days this week 9:00am-ish till about 10pm.  
Thanks! Luther"

Day 2:

- Noon: Missed Call, voice mail

- "Hey Stephen, this is Luther Rollins. Give me a call. It's about noon about lunchtime. Say on Wednesday, Stephen, please give me a call Try to talk to you about resolving this dispute But you've indicated we have regarding The condition of the house there in Gulfport and also Security Security deposit and these items that you've indicated that were personal property items that you left there Give me a call Steven like to try to work out something amicable with you First step might be for you and I to talk since I haven't heard from you Appreciate Appreciate it thanks. Talk to you later bye..."

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Here's a more comprehensive and structured breakdown to better reflect the new information and reinforce the potential argument for your claims, including how they could influence your pursuit of legal action and damages.

## Expanded Comprehensive Rundown with Corrections

### Clarified Context and Key Facts of the Case

- Incident of Break-In: The break-in occurred on March 26, 2024. This event was traumatic, leading to a diagnosis of post-traumatic stress disorder (PTSD) for the tenant by mid-April 2024. The incident was reported to law enforcement, and there is a police report on file.
- Security Concerns Discussed:
  - During a phone conversation, the landlord (also a lawyer) acknowledged that the existing wooden gates did not have proper latches or locking mechanisms, making them insecure. The landlord mentioned that metal gates with locking mechanisms might be an option in the future, leading the tenant to believe this might be addressed. However, no further follow-up or improvements were made by the landlord.
- Tenant's Response to Security: Due to the landlord's lack of action and the urgent need for increased security—particularly since the intruder lived only five blocks away and bonded out of jail two days after the incident—the tenant offered to install security cameras. The landlord permitted this only under the condition that no screws or attachments were made to the building itself, limiting the effectiveness of the security measures.
- Communication and Notification: The tenant notified the landlord about the break-in and their ensuing fear of retaliation, particularly because the tenant had pressed trespassing charges against the intruder. This communication included expressing concerns about the inadequate gating and urgency for security enhancements.
- PTSD Documentation: The tenant has medical documentation supporting the PTSD diagnosis, including records of prescribed medications and therapy.

### Implications of the Landlord's Conduct

- Negligence and Security Obligations: The landlord's acknowledgment of the insecure gates and subsequent inaction, coupled with restrictions on camera installation, may constitute negligence. This is especially pertinent given the heightened urgency and the tenant's documented PTSD.
- Failure to Act on Safety: By not taking meaningful action to secure the property, despite acknowledging the issue verbally and



understanding the tenant's fears and PTSD, the landlord may have failed to uphold their duty to maintain a reasonably safe environment.

#### Potential Legal Claims and High-End Damages

- Primary Claims:
- Security Deposit and Personal Property:
- Total Claim Amount: \$4,500 (security deposit) + \$4,200 (personal property value) = \$8,700.
- Additional Damages:
- Statutory Damages: Under Florida Statutes §83.49, statutory damages can be claimed up to three times the security deposit if bad faith is demonstrated. This could amount to \$13,500 (\$4,500 x 3).
- Punitive Damages:
- If the landlord's behavior is proven to be willfully negligent, malicious, or reckless (e.g., disregarding the tenant's safety after acknowledging the gate issue), punitive damages could be sought. Punitive damages are typically reserved for severe cases of misconduct and could significantly raise the total compensation.
- Emotional Distress:
- Given the PTSD diagnosis, the tenant may claim damages for emotional distress. With supporting medical documentation, this could add thousands to the potential recovery, depending on the severity and impact on daily life.
- Conversion Claim:
- Compensation for the unauthorized retention and use of personal property (e.g., the Weber grill being advertised as an amenity) could add to the potential damages beyond the depreciated value of the items.
- Negligence Claim:
- The landlord's verbal acknowledgment of the insecure gates and subsequent failure to act, combined with the tenant's expressed fear of retaliation and documented PTSD, may support a negligence claim. Damages here could further elevate the total recovery.

#### Communication and Harassment Concerns

- Repeated Unwanted Communications:
- The landlord's calls, voicemails, and text messages, made outside of the certified mail channel stipulated by the tenant, may be considered coercive. The short time frame (multiple calls and messages within two days) exacerbated the tenant's PTSD, adding emotional distress to the overall case.
- Legal Interpretation of Harassment:
- While Florida landlord-tenant law does not explicitly define harassment, this repeated and unwelcome contact may be presented as coercive, especially in light of the tenant's PTSD and the stress caused by these communications. The tenant's documented medical condition and the landlord's awareness of it could strengthen this claim.

## Recommendations for Legal Strategy

- County Court Filing:
  - If you choose to pursue this case in County Court, aim for a comprehensive claim that includes statutory, punitive, and emotional distress damages. The total potential damages could exceed \$25,000 if all claims are proven, making it worthwhile to retain an attorney specializing in landlord-tenant law.
- Small Claims Court Option:
  - Limit the claim to \$8,000 to proceed in Small Claims Court for simplicity and self-representation. This approach will expedite the process but cap potential damages and omit punitive and substantial emotional distress claims.
- Settlement Consideration:
  - If you prefer to avoid litigation, propose a settlement amount that recovers a significant portion of your damages while remaining under the County Court threshold, such as \$7,900. Ensure the settlement terms are clear and legally binding to prevent future disputes.

## Evidence Collection for Court Presentation

- Documentation to Include:
  - Police report from the March 26 break-in.
  - Medical records of the PTSD diagnosis, medications, and therapy.
  - Written communications between you and the landlord regarding security and property concerns.
  - Evidence of inadequate gating and verbal acknowledgment by the landlord.
  - Voicemails and text messages showing repeated contact outside of the specified communication channel.
  - Certified mail records, USPS tracking screenshots, and proof of delivery showing compliance with Florida statutes.
  - Photos of personal property, maintenance issues, and property conditions.

## Conclusion

Given the landlord's negligence, failure to act on known security issues, unauthorized retention of personal property, and the subsequent emotional distress caused, you have a robust basis for pursuing damages. If you aim to maximize potential recovery and ensure all elements of the case are addressed, County Court is advisable. However, if expedience and simplicity are priorities, a reduced claim in Small Claims Court may be sufficient.

Consider consulting a landlord-tenant attorney to ensure that all statutory, punitive, and emotional distress claims are well-presented and supported by solid evidence.

There is \$4200 in personal property and \$4500 security deposit that I the tenant believe I am owed, but I have given him the offer in my tenant dispute letter for 1/2 of the security deposit plus the full value of my personal property minus depreciation. And the landlord is most likely not going to settle for that first option and I suspect that my total amount of roughly \$8700 will be something I have to take him to court for. This is a dollar amount outside of small claims court if I reduce the value of the personal property or lower the security deposit I am willing to pursue. Down enough to get to \$8000 which is the small claims court cap on dollar amounts. I need your legal counsel if I should go that route and represent myself which I'm capable of doing or if I decide to be above \$8000 it makes more sense to be well above \$8000 and go for punitive and statutory damages and anything possible to pursue the full extent of penalties as I need your counsel if you would agree that going for \$8700 for just the security deposit plus the value of personal property minus depreciation would not be worth it. That is my guess and I should go after the full amount but I need a better understanding of what the full amount of possible damages is considering punitive and statutory claims. This landlord has been negligent in responding to everything from a break-in that caused physical altercation on the property, and not putting in any security systems that were requested or improving the security measures of the gates security on the side of the house which was loose and easily accessible by an intruder. Also, he limited our ability to put security cameras on the property as he instructed that they could not be screwed into the side of the home or a fixed which rendered security camera is all but impossible where every neighbor in the neighborhood is prudent enough to have cameras even months after our home had a intruder. The landlord ignored requests for security improvements among falling short of responding adequately to request for maintenance such as a clogged kitchen sink also withhold the tenants personal property illegally opting to ignore requests to retrieve the property, which was stated as non-abandoned, and this was in writing and the property one of which is a propane weber grill is now an amenity offered on the new property listing. And now the landlord wrote a claims on security deposit letter that had no specificity and included things like rotting food in the refrigerator and walls that included damage but did not specify wall walls, indoor or outdoor or what room provided no pictures also reference in inventory list of missing items never provided the inventory list. And also in the claims and dispute letter provided a address that included a wrong ZIP Code ultimately creating a 10 day window between the day the letter arrived at the specified post office box and the day of signature as the mail was withheld by the post office and then approved for delivery despite this incorrect ZIP Code, which was pointed out by the tenant over email once tracking Through USPS showed that this was the case and research was done by the tenant to show that the wrong ZIP Code was placed further the letter that was sent in reference here specified communication channels of certified mail, and

the landlord has failed to follow those instructions. The landlord is a lawyer and has Called three times with three voicemails and one text message all within a two day period for the landlord, left a voicemail and text message saying that he believes, or he thinks that we have to be amicable in our process, but as a lawyer, he should not say that because being amicable is not the law and the tenant which is me is trying to create and has created channels of communication and disputes that are legally in line with accordance to the state statues of state of Florida, and the landlord is communicating back to the tenant outside of those communication channels and by implying the law incorrectly and urging the tenants to get on a phone call with him who is a lawyer by the tenant am not going to jeopardize my rights in this case by putting myself on a call without a lawyer while being against the landlord, who is a lawyer And I believe the text messages and phone calls are within a short duration of time two days with three phone calls and three voicemails and one text message is harassment as I have felt harassed even though there is no definition of harassment and I have felt coerced and pressured to get on a phone call which has caused me distress and he is aware that I have PTSD as a result of the break-in in the home that he owns that I rented, and in which he did not respond to the right security measures, which only exacerbated my post, traumatic stress disorder through the end of the lease ending in the end of August 2024 and so by applying these pressure tactics, he is exacerbating and causing an increase in post traumatic stress disorder

Did you include all of the below detail?

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which was loose and easily accessible by an intruder. Also, he limited our ability to put security cameras on the property as he instructed that they could not be screwed into the side of the home or a fixed which rendered security camera is all but impossible where every neighbor in the neighborhood is prudent enough to have cameras even months after our home had a intruder. The landlord ignored requests for security improvements among falling short of responding adequately to request for maintenance such as a clogged kitchen sink also withhold the tenants personal property illegally opting to ignore requests to retrieve the property, which was stated as non-abandoned, and this was in writing and the property one of which is a propane weber grill is now an amenity offered on the new property listing. And now the landlord wrote a claims on security deposit letter that had no specificity and included things like rotting food in the refrigerator and walls that included damage but did not specify wall walls, indoor or outdoor or what room provided no pictures also reference in inventory list of missing items never provided the inventory list And also in the claims and dispute letter provided a address that included a wrong ZIP Code ultimately creating a 10 day window between the day the letter arrived at the specified post office box and the day of signature as the mail was withheld by the post office and then approved for delivery despite this incorrect ZIP Code, which was pointed out by the tenant over email once tracking Through USPS showed that this was the case and research was done by the tenant to show that the wrong ZIP Code was placed further the letter that was sent in reference here specified communication channels of certified mail, and the landlord has failed to follow those instructions. The landlord is a lawyer and has Called three times with three voicemails and one text message all within a two day period for the landlord, left a voicemail and text message saying that he believes, or he thinks that we have to be amicable in our process, but as a lawyer, he should not say that because being amicable is not the law and the tenant which is me is trying to create and has created channels of communication and disputes that are legally in line with accordance to the state statues of state of Florida, and the landlord is communicating back to the tenant outside of those communication channels and by implying the law incorrectly and urging the tenants to get on a phone call with him who is a lawyer by the tenant am not going to jeopardize my rights in this case by putting myself on a call without a lawyer while being against the landlord, who is a lawyer And I believe the text messages and phone calls are within a short duration of time two days with three phone calls and three voicemails and one text message is harassment as I have felt harassed even though there is no definition of harassment and I have felt coerced and pressured to get on a phone call which has caused me distress and he is aware that I have PTSD as a result of the break-in in the home that he owns that I rented, and in which he did not respond to the right security measures, which only exacerbated my post, traumatic stress disorder through the end of the lease ending in the end of August 2024 and so by applying these pressure tactics, he is exacerbating and causing an increase in post traumatic stress disorder

Correction, the tenant did not have repeated requests for improvements to security of the wooden gate but rather over a phone call, the lawyer verbally stated that he was aware the wooden gates did not latch securely or at all and were difficult to secure if not impossible due to no locking mechanism. And it was his words that mentioned the appropriate timing for the possibility of metal gates with locking mechanisms that is the only reason the tenant thought perhaps that would be a possibility, but the tenant then wanted to move quickly on cameras, considering the intruder had bonded out of jail two days later, and lived only five blocks away, so the urgency was incredibly high, and the post-traumatic stress disorder started on the same day of the break-in; it was diagnosed on April or mid-April approximately and the break-in was on March 26. The tenant has documentation from medical professionals, diagnosing him with post-traumatic stress disorder, and the subsequent medication's and therapy that the tenant then had to endure and without security measures being improved the stress disorder was magnified as the fear of the intruder who lives five blocks away was very high only two days later after the intruder got out of jail, and it was a concern that because the tenant pressed trespassing charges against the intruder that there would be retaliation, which was stated to the lawyer, who is the landlord, and it was communicated by the tenant.

I have reviewed all relevant information you provided, including detailed tenant disputes, text exchanges, and legal claims related to your tenancy at 2649 Tifton St. S., Gulfport, FL, and subsequent landlord interactions. Here is a comprehensive summary and legal context for pursuing this matter:

### Comprehensive Rundown of the Case

#### Initial Lease Concerns and Pattern of Negligence:

- **October 2023:** Early into the tenancy, a clogged kitchen sink rendered part of the property unusable. Despite contacting the landlord for maintenance, there was no response. This led to the tenant purchasing a solution and fixing the issue independently, setting a precedent for self-resolving property maintenance issues due to landlord inaction.

#### Break-In Incident and Security Concerns:

- **March 26, 2024:** A break-in occurred, documented by the police and involving a trespasser entering through a deteriorated, unsecured wooden gate. This event resulted in heightened safety concerns for the tenants. Evidence includes a police report and text messages exchanged with the landlord, in which the tenant expressed fears, sought security measures such as cameras, and noted the verbal acknowledgment by the landlord of inadequate gate security.

- Subsequent Communication: The tenant proposed the installation of Ring cameras for security without screwing into the house, to which the landlord agreed but provided no follow-up on gate repairs. This inaction exacerbated the tenant's PTSD, diagnosed in mid-April 2024, attributed to the fear and trauma following the break-in.

#### End of Tenancy Dispute and Withheld Security Deposit:

- September 2, 2024: Tenants vacated the property under circumstances influenced by a storm that delayed both moving and garbage collection.
- October 1, 2024: The landlord issued a claim on the full \$4,500 security deposit, citing damages and unauthorized actions without specificity or supporting evidence, including vague claims about trash, damage, and personal property left behind.
- October 18, 2024: The tenant formally responded within the 15-day legal window, disputing the charges due to lack of evidence and inadequate notice. Key points include:
  - No Inventory List Provided: Claims of missing or damaged items were unsupported by an initial property inventory.
  - Unauthorized Property Conversion: The tenant's personal belongings, including a Weber Spirit E-310 grill, were not returned and were noted in current rental advertisements, constituting potential illegal conversion.
  - Insufficient Notice: The landlord's claims were overly vague, lacking detailed itemization or photos, violating Florida Statute §83.49(3)(a).

#### Communication Outside Agreed Channels:

- The tenant specified communication should be in writing, via certified mail. Despite this, the landlord—a lawyer—made multiple calls and sent text messages urging a phone call, causing stress and exacerbating PTSD. The tenant perceived this as coercive behavior and harassment.

#### Legal Violations Identified:

- Violation of Florida Statute §83.49(3): Failure to provide an itemized list with costs for security deposit deductions.
- Violation of Florida Statute §715.104: Failure to notify the tenant of abandoned property handling and subsequent conversion of the tenant's property.
  - Potential Damages:
    - Security Deposit Claim: Full \$4,500.
    - Value of Personal Property: \$4,200 minus depreciation.
    - Statutory Damages: Up to three months' rent (\$13,500) under §715.109 for failure to comply with property statutes.
  - Potential Punitive Damages: For willful and malicious conduct by the landlord.

## Recommendations and Potential Outcomes:

Small Claims Court Option (Under \$8,000): • If the total claim is reduced to fit under \$8,000, representing yourself may be viable, particularly for simpler disputes without punitive damages. This could streamline the process and avoid the complexities of higher courts.

County Court Pursuit (Above \$8,000): • If seeking the full security deposit, personal property value, statutory, and potential punitive damages, county court is appropriate. This would likely require legal representation but offers a more comprehensive remedy for damages and possible statutory penalties due to the landlord's failure to comply with Florida law. • Potential High-End Outcome: Up to \$13,500 statutory damages, the \$8,700 total claimed for deposit and property, plus possible punitive damages and attorney fees.

### Steps Moving Forward:

- Consult a Florida Tenant Law Attorney: To assess potential for full statutory and punitive damages and strategize for county-level court action.
- Document Psychological Impact: Ensure that PTSD and related impacts are detailed and documented by medical professionals to bolster claims for emotional distress if applicable.

This summary ensures a legally sound approach, incorporating details from all sources provided, and is structured for submission to legal counsel for further action. Yes, I will ensure that all the mentioned details are included and elaborated upon in a comprehensive analysis to support your case. Here's a refined version with all the additional elements incorporated:

## Detailed and Comprehensive Overview of the Tenant's Case

### Background of the Dispute

The tenant, renting a property from the landlord (a lawyer), has raised significant legal issues surrounding the handling of their security deposit, personal property, and the landlord's negligence in ensuring safety and proper communication. This includes:

- Security Deposit and Personal Property:
  - The tenant claims a total of \$4,200 in personal property value and a \$4,500 security deposit, amounting to \$8,700. Despite an initial offer for half the security deposit and the full value of the personal property (minus depreciation), the landlord has failed to comply, indicating that the case might need to escalate to court.

### Significant Issues and Events

- Break-In Incident and Security Concerns:
  - On March 26, 2024, the tenant's home was broken into, leading to



an immediate notification to the landlord and law enforcement. A police report was filed as corroborating evidence.

- The landlord acknowledged over a phone call that the wooden gates on the property were inadequate, as they did not latch properly and lacked any secure mechanism. The landlord also verbally mentioned the potential for metal gates with locking mechanisms but took no follow-up action.

- The urgency of the tenant's safety concerns escalated after the intruder bonded out of jail two days after the incident and resided only five blocks away. This led to immediate distress and fear of retaliation, which the tenant communicated to the landlord.

- Tenant's PTSD Diagnosis and Impact:

- The tenant was diagnosed with post-traumatic stress disorder (PTSD) in mid-April 2024, shortly after the break-in. Documentation from medical professionals, including therapy and medication records, supports this diagnosis.

- The landlord's failure to improve security measures magnified the tenant's PTSD symptoms, contributing to prolonged emotional distress.

- Tenant's Attempts to Secure the Property:

- The tenant requested permission to install security cameras to bolster safety. The landlord allowed this only under the condition that cameras were not affixed to the building, significantly limiting their effectiveness.

- This restriction, coupled with the landlord's failure to improve the security of the gates, left the tenants feeling unsafe, exacerbating their PTSD and overall distress.

## Landlord's Negligence and Failures

- Negligence in Responding to Safety and Maintenance:

- The landlord did not take reasonable steps to secure the property after acknowledging the security flaws. This is a violation of the landlord's duty to maintain a habitable and safe property under Florida Statutes §83.51.

- Unauthorized Retention and Conversion of Personal Property:

- The tenant's personal property, including a Weber Spirit E-310 Propane Grill, was retained by the landlord after the lease ended. Despite multiple documented requests for retrieval, the property remains unreturned and is advertised as an amenity in the new rental listing, indicating unauthorized use and conversion.

## Specific Violations and Legal Statutes

- Breach of Implied Warranty of Habitability:

- The landlord's inaction regarding the security concerns (e.g., deteriorated gates and restricted security camera installations) undermines the tenants' right to a safe living environment.

- Violation of Florida Statutes on Security Deposits:

- The landlord's claim on the security deposit lacked specificity

and failed to meet Florida Statutes §83.49 requirements. The claim included vague references to damages (e.g., “rotting food” and “damaged walls”) without providing clear evidence or itemization.

- Violation of Florida Statutes on Personal Property:
- The landlord’s refusal to return the tenants’ personal property and the use of said property to advertise the rental constitutes conversion, as outlined in Florida case law (e.g., Goodwin v. Alexatos).

#### Legal Outcomes and Potential Claims

- Security Deposit and Personal Property Recovery:
- The tenant seeks recovery of the \$4,500 security deposit and \$4,200 in personal property, totaling \$8,700.
- Statutory Damages:
- Under Florida Statutes §83.49, the tenant could seek up to three times the amount of the security deposit if bad faith is established, totaling \$13,500.
- Punitive Damages and Emotional Distress:
- If proven that the landlord’s behavior was willfully negligent or malicious, punitive damages could be pursued to punish the conduct and deter future violations. Additionally, emotional distress damages, supported by medical documentation of PTSD, could increase the claim substantially.

#### Communication Failures and Harassment

- Failure to Adhere to Specified Communication Channels:
- The tenant outlined certified mail as the primary communication method in the dispute letter. However, the landlord disregarded this and continued to reach out through phone calls and texts.
- The tenant received three voicemails and one text message within two days, implying coercion and pressure to communicate outside legally advised channels. This is particularly concerning given the landlord’s legal expertise and the tenant’s known PTSD diagnosis, which exacerbated distress.
- Implications of Harassment:
- While Florida law does not strictly define harassment in this context, the tenant’s feelings of being coerced and pressured, especially when considering the landlord’s position as a lawyer, support an argument for bad faith.

Lease ended August 30th, 2024

Move out date was technically September 2nd, 2024

September 4th, tenant was denied a response from Luther Rollins the landlord when the tenant, Stephen Boerner did not receive communication (written or spoken) about the personal belongings left at the property.

On September 3rd and 4th, Stephen Boerner communicated with Zach Steinberger the local realtor, and paid proxy, of Luther Rollins who resides out of state in North Carolina.

On September 4th, Zach Steinberger provided an update on the personal property stating that Luther, the landlord, has requested Zach cease communication with Stephen Boerner, the tenant and no further communication was provided. All texts are documented.

Text communication between Luther Rollins and Stephen Boerner resumed over a month later only as a result of Luther texting Stephen Boerner after Luther placed multiple missed phone calls and voicemails into Stephen Boerner, a communication attempt outside the channels specified in the tenant dispute letter. The below is an analysis of both windows of time that should be separated in a timeline:

## 1. Analysis of Text Message Communication

### A. Initial Request for Personal Property Retrieval (September 4 Text)

- **Your Communication:** On September 4, you informed the landlord that you were leaving town indefinitely and expressed urgency in retrieving your personal belongings. This text indicates that you made a clear and documented request to collect your items, demonstrating that you acted in good faith to resolve the issue of your personal property left behind.

- **Landlord's Responsibility:** Under Florida Statute §715.104, landlords must provide written notice if a tenant leaves personal property behind, outlining a window for retrieval before the property is considered abandoned. Your text message underscores that the landlord had been informed of your need to reclaim these belongings but did not provide the statutory written notice or follow-up as required. This strengthens your argument that the landlord failed to comply with statutory obligations regarding abandoned property.

### B. Landlord's Recent Text (October 29)

- **Timing and Content:** The landlord's response over a month after your initial request, coupled with phone calls and voicemails during the 15-day period after receiving your tenant dispute letter, can be viewed as reactive rather than proactive. This delayed response, after your formal dispute, suggests that the landlord is now seeking to handle matters informally—potentially to shift the focus away from his prior non-compliance.

- **Language Analysis:** The landlord's message references wanting to resolve the dispute "amicably" and mentions that "we are both supposed to" try to reach a resolution. This language can imply pressure to engage in a phone conversation rather than following the formal written communication channels you specified. While his tone is

not overtly aggressive, the repeated calls, voicemails, and now a text message indicate a pattern of persistent contact.

- **Potential Implication:** The landlord's emphasis on discussing the dispute over the phone could suggest an attempt to negotiate outside of a documented format, potentially leveraging his legal expertise to shift the outcome. This is important context for showing why maintaining written communication is crucial for transparency.

## 2. Reevaluation of Harassment or Coercive Behavior

- **Repeated Contact:** The landlord's multiple missed calls, voicemails, and the recent text message contribute to a pattern of frequent, unsolicited contact. When viewed together, these actions can be characterized as excessive communication that, while not overtly threatening, could be seen as an attempt to apply pressure or push you into a phone conversation where you may be outmatched.

- **Preferred Communication Method:** Your initial tenant dispute letter clearly outlined how you expected responses to be handled, emphasizing written communication. The landlord's deviation from this, through numerous phone calls and voicemails, raises concerns about potential coercion or attempts to bypass the formal process.

## 3. Impact on Your Case

- **Strengthening Your Claim for Non-Compliance:** The September 4 text you sent further supports your position that you attempted to recover your personal property in good faith. The landlord's failure to respond or follow up with the statutory notice required by §715.104 highlights non-compliance that can bolster your case for the value of your lost items.

- **Evidence of Pressure Tactics:** The new text message, combined with repeated calls and voicemails, can be presented as evidence that the landlord's behavior during the dispute has been potentially coercive. This could help substantiate claims of harassment or attempts to circumvent your specified communication boundaries.

- **Good Faith Argument:** By consistently preferring and requesting written communication, you show that you are acting in good faith and are transparent about your intentions. The landlord's failure to adhere to your outlined communication method may reflect poorly on their willingness to follow fair and documented dispute practices.

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Under Florida law, there are no specific statutory obligations mandating how landlords and tenants must communicate during the dispute resolution process prior to litigation. However, general contract principles and practices of good faith and fair dealing apply. Here's an outline of your obligations, your landlord's potential overreach, and considerations for moving forward.

## 1. Communication Channels and Good Faith Efforts

- **Good Faith and Fair Dealing:** In Florida, contracts, including lease agreements, come with an implied covenant of good faith and fair dealing. This principle requires both parties to act in a way that honors the purpose of the contract and does not hinder the other party's rights. By sending a detailed tenant dispute letter that outlines your position and provides communication channels and options for resolution, you have demonstrated your willingness to engage in the dispute process in good faith.

- **Choice of Communication Method:** There is no requirement under Florida law that you must respond to phone calls or other forms of communication not specified as your preferred channels, especially when you have established written communication as your chosen method. Written communication provides a verifiable record, which is especially important when dealing with a professional such as an attorney who could use phone calls to gain leverage or introduce ambiguity.

## 2. Your Rights and Obligations

- **Response Requirements:** You are not legally obligated to respond to phone calls, voicemails, or text messages if you have already provided a reasonable method for communication in your dispute letter. Your letter, sent by certified mail, clearly outlined how the landlord could respond and included a 15-day window for their reply. This shows that you are fulfilling your obligations to communicate in an amicable and structured manner.

- **Avoiding Potential Pitfalls:** Given that your landlord is an attorney, it is reasonable to avoid phone calls where you could be pressured or misquoted. Written communication ensures there is a clear record of all interactions, which is wise in situations where there is an inherent power imbalance.

## 3. What Constitutes Harassment

- **Harassment Definition:** While Florida law does not have a specific statute defining landlord harassment in the context of communication, general harassment laws can apply if the frequency and nature of the communication become unreasonable or intimidating. Daily

phone calls, multiple voicemails, and persistent text messages could be seen as harassment if they are excessive and designed to intimidate or coerce you.

- Documenting the Communication: If the calls, voicemails, and texts continue at an unreasonable pace, document each instance, noting the time and content. This will help build a case for harassment if the situation escalates.

- Cease and Desist Communication: If you feel that the communication has crossed into harassment, you can formally request that the landlord limit communication to the channels specified in your original letter. This can be done through a written notice.

#### 4. Using Excessive Communication Against the Landlord

- Evidence of Pressure Tactics: If the landlord's communication becomes excessive, you could argue that they are using pressure tactics that violate the covenant of good faith and fair dealing. This could be relevant in court if it shows that the landlord's behavior was designed to intimidate you or push you into an unfavorable settlement.

- Potential Counterclaims: Documenting excessive contact and perceived harassment can be useful if the dispute escalates to litigation. It could show that the landlord's behavior contributed to a stressful and coercive environment, which could be used to argue for damages related to emotional distress or to bolster a claim for punitive damages if the conduct is egregious.

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In this situation, it is a combination of intentional misconduct and gross negligence. This ranges from a failure to reply to the tenant's request for security enhancements after a perpetrator broke into the home. The landlord elected not to install cameras or replace the wooden fence with a metal one as verbally stated but not put in writing. Regardless, there is a documented police report showing that on March 26, 2024, a trespasser entered the home and engaged the tenant in a physical altercation. The tenant expressed to the landlord in writing that they didn't feel safe at the property. Since the landlord appeared not to be taking any action, the tenant requested permission to put up security cameras. The landlord granted permission but stipulated that the tenant could not screw cameras into any part of the dwelling, which negated the ability to install the cameras properly. As a result, no cameras were installed, and the tenant was left feeling unsafe for the remainder of their stay, which lasted another five months. During this time, the tenant experienced post-traumatic stress disorder and was formally diagnosed two months after the incident. The landlord was unaware of this, but the lack of security measures played a role in exacerbating the tenant's mental

disorder, delaying their ability to return to work.

Upon move-out, the landlord instructed his proxy, a registered realtor located near the property, to stop responding to the tenant just two days after they moved out and requested access to their personal belongings. Due to a storm in Florida, the tenant's movers canceled, preventing the tenant from taking large pieces of personal property valued at \$4,200 after depreciation. As of October 20, 2024, the property is being marketed with a barbecue in the backyard, and the tenant's grill, one of the items they wanted to retrieve, remains there. The landlord did not follow the statute requirement to put the personal property in writing with a window of time to reclaim it. Now, the landlord has given the tenant a 15-day window to respond to his claim on the deposit, stating he is keeping all of it. His letter provided loose definitions and reasoning without detailed line-item costs. It also did not include an inventory list that he had cited multiple times, leaving the tenant unable to evaluate the claim of damages per line item. One of the cited reasons was that the tenant left personal property on the premises, which is part of the tenant's claim because they were not given the opportunity to reclaim their belongings. After mailing their tenant dispute within the 15-day window of receiving the deposit claim, the tenant discovered through tracking that the letter had not arrived or been signed for. This is a result of the landlord providing an incorrect ZIP Code for the PO Box and failing to write "PO Box" in the address. Consequently, the tenant's letter is being returned.

These are multiple instances that should point to punitive damages.