

LETTER 2 LINE BY LINE REBUTTALS

Overview of Landlord’s Claims and Tenant’s Organized Rebuttals

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1. General Denial & Self-Characterization by Landlord

Landlord’s Claim: States disagreement with allegations, and asserts having acted lawfully, with “kindness” and “professionalism.”

- **Landlord's Quote:** “I disagree with and deny all your allegations... I always treated you with kindness, empathy, professionalism, and regard for the law.”
- **Law:** Under Fla. Stat. §§83.49 and 83.51, the landlord must strictly follow statutory requirements for deposit handling, notice, and habitability—personal opinions do not override these mandates.
- **Fact:** Despite claims of professionalism, the landlord failed to provide timely, itemized documentation for withholding the security deposit and did not address key maintenance and security issues during the tenancy.
- **Conclusion:** Subjective self-assessments do not nullify legal obligations. The landlord’s noncompliance with statutory duties exposes them to liability for the full disputed amount (\$8,710.62) plus potential enhanced damages.

2. Emotional Appeal & Surprise at the Dispute

Landlord’s Claim: Expresses disappointment and surprise at the dispute.

- **Law:** Fla. Stat. §83.49(3) requires a detailed, timely response by the landlord regardless of personal feelings.
- **Fact:** The landlord did not meet statutory obligations for itemization and timely communication. Emotional surprise does not relieve a landlord from complying with Florida law.
- **Conclusion:** Personal disappointment is irrelevant. By failing to properly document claims, the landlord faces potential treble damages and punitive damages if they continue to refuse compliance.

3. Allegation of Inaccuracy or Exaggeration

Landlord’s Claim: Suggests tenant’s statements are inaccurate or exaggerated.

- **Law:** Fla. Stat. §83.49(3)(a) obligates the landlord to present itemized, timely evidence of damage. Without compliance, the landlord’s denials are legally insufficient.
- **Fact:** The landlord offered no itemized receipts, invoices, or before-and-after photographs within the statutory timeframe.
- **Conclusion:** Courts, such as in Johnson v. Baker, rule against landlords who cannot substantiate claims. Without timely evidence, withholding the deposit is unlawful, making the landlord liable for the full amount and potential additional damages.

4. Signed Lease Existence

Landlord’s Claim: References having the signed lease.

- **Law:** A signed lease does not exempt the landlord from meeting Fla. Stat. §§83.49, 83.51 (habitable condition, proper deposit handling), and §§715.10-715.111 (personal property rights).
- **Fact:** Regardless of the lease, the landlord must still provide timely notice and adhere to statutory mandates for deposit returns and personal property handling.
- **Conclusion:** Possessing the lease is irrelevant to the landlord’s statutory noncompliance, reinforcing tenant’s right to a full refund and additional remedies.

5. Inventory List Signed by Melissa

Landlord’s Claim: States having an inventory signed by Melissa.

- **Law:** Johnson v. Baker and Fla. Stat. §83.49(3) require a properly executed, itemized inventory from the outset. Without it, the landlord cannot prove which items were damaged or missing at move-out.
- **Fact:** No such mutually agreed-upon, properly integrated inventory was provided at move-in. Any post-hoc claim is untimely and legally ineffective.
- **Conclusion:** Without a recognized inventory baseline, the landlord cannot prove damages or missing items. The time to produce such evidence is past, negating their claim.

6. Photos and Evidence Claims

Landlord’s Claim: Asserts having photos of the premises before and after.

- Law: Fla. Stat. §83.49(3)(a) demands timely, itemized evidence. Landlords who fail to produce contemporaneous documentation for damages cannot later justify deposit withholding.
- Fact: The landlord did not provide these photos with the initial claim, missing the statutory deadline.
- Conclusion: Without timely disclosure, any newly mentioned evidence is legally void. The landlord's failure to comply exposes them to owing the full amount plus statutory penalties.

7. Witnesses to Condition & Alleged Negligence

Landlord's Claim: Says witnesses can testify to the condition and negligence.

- Law: Florida courts require timely, credible, and properly presented evidence. Generic witness claims, without sworn statements or affidavits produced at the proper time, have no legal weight.
- Fact: No sworn statements or affidavits were provided during the statutory timeframe.
- Conclusion: Unverified witness references do not cure the landlord's procedural failures. They remain liable for return of the full deposit and other damages.

8. Receipts for Alleged Damaged Items & Garbage Removal

Landlord's Claim: Has receipts for removal of damaged items or trash.

- Law: Fla. Stat. §83.49(3)(a) requires these receipts be provided within the initial claim period.
- Fact: The landlord failed to include these receipts at the time of the original deposit claim.
- Conclusion: Attempting to justify withholding after the fact is legally impermissible. The landlord's noncompliance solidifies the tenant's claim.

9. Texts Allegedly Contradicting Tenant's Claims

Landlord's Claim: Possesses texts from tenant contradicting their claims.

- Law: All relevant evidence must be disclosed and itemized per Fla. Stat. §83.49(3). The landlord cannot surprise the tenant later with undisclosed texts.
- Fact: No such texts were provided timely. The tenant's communications consistently show attempts to maintain and retrieve personal property lawfully.
- Conclusion: Undisclosed texts are legally irrelevant now. The landlord's failure to produce them earlier forfeits their evidentiary value.

10. September 4th Text About Leaving Town

Landlord's Claim: Misquotes tenant's message to imply abandonment.

- Law: Fla. Stat. §715.104 mandates that the landlord issue written notice before considering property abandoned.
- Fact: The landlord never provided the required abandonment notice. The tenant's full text shows intent to retrieve belongings, not abandon them.
- Conclusion: Selective quoting is bad faith. By ignoring statutory abandonment procedures, the landlord risks treble damages and punitive damages.

11. Phone Records & No Calls Argument

Landlord's Claim: States tenant never called to retrieve property.

- Law: Florida statutes rely on written notice and proper documentation, not phone calls.
- Fact: The tenant repeatedly made written requests for retrieving personal property, which the landlord ignored.
- Conclusion: Phone logs are immaterial. The landlord's disregard for written requests and statutory obligations cements their liability.

12. Uncertainty About Personal Property & Alleged Delivery After Lease

Landlord's Claim: Cannot confirm property presence, denies conversion.

- Law: Fla. Stat. §§715.10-715.111 require landlords to issue a written notice and allow tenants to recover possessions. Marketing tenant's items as amenities constitutes conversion.
- Fact: The landlord failed to provide required abandonment notices and used tenant's grill for the rental listing.
- Conclusion: Uncertainty does not excuse conversion. Unauthorized use of tenant's property may result in treble damages, punitive damages, and compensation for emotional distress.

13. Counteroffer of 1,500 Deposit + 500 for Personal Property

Landlord's Offer: Proposes 2,000 *total* (1,500 deposit + 500 *property*). • Law : Fla. Stat. §83.49 and relevant case law entitle tenant to the full 4,500 deposit plus

4,210.62 *in personal property valued due to landlord's statutory breaches*. • Fact : The offer is substantially below documented damages and statutory entitlements. • (8,710.62), tenant will pursue maximum damages in court, including treble and punitive damages.

14. Willingness to Talk or Mediate

Landlord's Claim: Suggests informal settlement or mediation.

- Law: Landlord must first comply with Fla. Stat. §§83.49, 83.51, and 715.10-715.111 before proposing resolution.
- Fact: The landlord's repeated noncompliance and failure to meet basic statutory requirements negates the need for further informal discussions.
- Conclusion: Without immediate full payment, there is no basis for mediation. Continued refusal triggers litigation and pursuit of full statutory remedies.

15. Impact of Hurricanes & Personal Circumstances

Landlord's Claim: References hurricane impacts and personal challenges.

- Law: Fla. Stat. §§83.49, 83.51, 715.10-715.111 do not provide exceptions for hardship. Statutory deadlines and requirements remain binding.
- Fact: The landlord never sought extensions or provided explanations at the time compliance was due.
- Conclusion: External factors do not excuse statutory breaches. The landlord remains fully liable for the full amount plus any enhanced damages.

Final Demand and Deadline

After reviewing all claims:

- The landlord repeatedly failed to provide timely, itemized evidence or comply with abandonment procedures.
- The tenant seeks full compensation: \$8,710.62 (security deposit + personal property).
- Noncompliance exposes the landlord to treble damages under Fla. Stat. §§83.49 and 715.104, plus punitive damages for willful misconduct and emotional distress compensation.
- Provide a 15-day deadline from receipt of this final communication to pay the full amount.
- If payment is not received, the tenant will proceed to circuit court and seek maximum allowable damages.

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1. General Denial & Self-Characterization

Landlord's Claim: "I disagree with and deny all your allegations... I always treated you with kindness, empathy, professionalism, and regard for the law."

Law: Under Fla. Stat. §§83.49 and 83.51, a landlord's legal responsibilities are objective and not subject to personal interpretation. The law mandates proper handling of security deposits, timely notice, safe housing conditions, and adherence to statutory procedures for any personal property left behind. Your subjective view of your behavior cannot override these statutory directives

Fact: Despite your claim of kindness and professionalism, you failed to provide an itemized statement of deductions from the security deposit within the statutory timeframe, did not ensure proper safety and habitability measures after a documented break-in, and neglected to follow the procedures required by Fla. Stat. §§715.10-715.111 regarding abandoned or unclaimed personal property. Your failure to meet these objective legal criteria is well-documented and not mitigated by any personal sentiment.

Conclusion: Your personal feelings and self-assessment do not exempt you from meeting rigid statutory obligations. Florida law is clear and unambiguous: you must comply with the statutes governing deposit returns, maintenance, and personal property handling. Having not done so, your claim of "regard for the law" collapses under the weight of your demonstrable noncompliance. No amount of subjective "kindness" changes these objective legal failures.

2. Emotional Appeal & Surprise at the Dispute

Landlord's Claim: "I never imagined that our relationship would end in any sort of dispute... surprised, disappointed, and somewhat disheartened."

Law: Fla. Stat. §83.49(3) mandates strict compliance with notice and documentation requirements related to security deposits, and Fla. Stat. §83.51 addresses the landlord's duty to maintain a habitable property. Surprise or disappointment does not alter or delay these legal imperatives.

Fact: You were legally required to provide prompt, itemized justifications for any deposit withholding at the conclusion of the tenancy. You did not. You were required to maintain the property in a safe and habitable condition, including addressing known security risks post-break-in. You failed. These are statutory duties that do not vanish simply because you did not anticipate a conflict.

Conclusion: Your emotional response is immaterial. Statutory obligations persist regardless of your expectations or personal feelings. The dispute arose because you did not adhere to the specific legal steps required, not because I unfairly sought a confrontation. Under Florida law, the landlord's compliance or noncompliance determines outcomes, not emotional sentiments.

3. Allegation of Inaccuracy or Exaggeration

Landlord's Claim: "Much of what you say is not accurate and/or exaggerated."

Law: Under Fla. Stat. §83.49(3)(a), a landlord must provide an itemized list of damages claimed against the deposit within the statutory timeframe, accompanied by supporting evidence. Without timely, concrete evidence, the landlord's withholding is presumptively unlawful.

Fact: You have not presented timely, itemized evidence. Instead of addressing the specific factual inaccuracies you allege, you rely on vague denials without producing the statutorily required documentation (e.g., detailed receipts, properly executed inventories, time-stamped photographs). Your general claim of "inaccuracy" thus stands unsupported and legally insufficient.

Conclusion: In the absence of timely, legally compliant evidence, the law defaults to protecting the tenant's deposit. Calling my claims inaccurate without furnishing the requisite proof at the required time fails to meet the legal standard Florida law imposes. Your credibility and position erode further each time you invoke unsupported allegations of exaggeration without the documentation the statutes demand.

4. Signed Lease

Landlord's Claim: "I have a copy of the written lease signed by you."

Law: While the lease establishes our contractual relationship, Fla. Stat. §§83.49, 83.51, and §§715.10-715.111 impose statutory duties separate from lease terms. No clause in the lease can diminish or negate these statutory obligations.

Fact: Possession of a signed lease merely confirms we had a landlord-tenant relationship. It does not justify withholding the deposit without following statutory processes or failing to provide the maintenance and safety measures required by law. Nor does it excuse your failure to follow the formal procedures outlined in the statutes governing personal property retrieval.

Conclusion: The existence of a signed lease is not a shield against statutory noncompliance. It does not nullify your obligation to send proper notices, itemized breakdowns, and comply with security and maintenance standards. By failing to meet these duties, you remain in violation of Florida law, regardless of having a signed lease in hand.

5. Inventory List Signed by Melissa

Landlord's Claim: "I have a copy of the inventory signed by Melissa when you moved in."

Law: Pursuant to Fla. Stat. §83.49(3)(a) and case law such as Johnson v. Baker, a landlord must establish a verified baseline condition of the property to justify later damage claims. Such an inventory must be properly executed, fully acknowledged by all parties (including both tenants), and integrated into the lease at the outset.

Fact: I never reviewed, signed, or agreed to any inventory list, and it was never attached as a mutually acknowledged lease addendum. You have not shown that this alleged inventory was lawfully incorporated at move-in, nor provided at any appropriate point to establish a baseline for damage claims. Without my signature and the proper formalization, the alleged inventory list fails to meet the evidentiary standards Florida law requires for damage justification.

Conclusion: An alleged inventory that was never fully executed by all parties and never integrated into the lease documents at the appropriate time is legally meaningless. Without a legitimate, verified baseline condition documented at move-in, you cannot credibly assert tenant-caused damages later. Any claim based on this alleged inventory is legally void.

I am not offering another informal chance for you to fix this evidentiary gap. Either promptly pay the full \$8,710.62 owed or face the consequences in circuit court, where the burden of your statutory failures may be met with treble and punitive damages.

6. Photos and Evidence Claims

Landlord's Claim: "I have photos of the premises before and after..."

Law: Fla. Stat. §83.49(3)(a) demands timely, itemized evidence accompanying the initial deposit claim. Merely claiming to have photos after-the-fact is legally insufficient.

Fact: If these photos genuinely showed tenant-caused damage, you should have presented them immediately during the statutory notice period, not long after. Your failure to do so when legally required to prove these alleged images cannot retroactively justify deposit deductions. They do not meet the stringent procedural and evidentiary requirements established by Florida law.

Conclusion: Late claims of possessing photographic evidence carry no legal weight. You missed the statutory window to present them as part of a valid, itemized damages statement. Without adherence to procedural timelines, such evidence is now rendered moot, leaving your withholding of the deposit unsupported and unlawful.

7. Witnesses to Condition & Alleged Negligence

Landlord's Claim: "I have witnesses to the condition... witnesses to your negligent treatment..."

Law: Florida courts require objective, contemporaneous evidence that aligns with statutory requirements, not vague witness references. Fla. Stat. §83.49(3)(a) places the onus on you to timely and properly document damages.

Fact: You have not named these witnesses, produced sworn affidavits, or shown how their testimony corroborates a properly itemized and timely damage claim. Without official statements tied to statutory notice requirements, unnamed witness claims fail as legitimate evidence.

Conclusion: Unspecified witnesses cannot remedy statutory noncompliance. The legal process demands documented, timely, and admissible evidence. Vague mentions of witnesses do not salvage your case from the statutory failures you have already committed.

8. Receipts for Alleged Damaged Items & Garbage Removal

Landlord's Claim: "I have receipts for removal of excessively damaged items..."

Law: Fla. Stat. §83.49(3)(a) mandates that landlords provide itemized costs and supporting documentation within the legally specified timeframe.

Fact: You never presented these receipts in a timely manner. Attempting to rely on them now violates both the letter and spirit of the statutes designed to protect tenants from after-the-fact justifications. The law does not permit you to produce critical evidence at your convenience; deadlines and procedures exist for a reason.

Conclusion: Your belated mention of receipts is irrelevant. You forfeited the legal right to use such evidence by not disclosing it at the required time.

Absent timely compliance, you cannot retroactively legitimize your deductions.

9. Texts Allegedly Contradicting My Claims

Landlord's Claim: "I have texts from you that contradict your Response claims."

Law: Under Fla. Stat. §83.49(3)(a), you must promptly provide documentation that justifies withholding my deposit. You must also comply with Fla. Stat. §715.104 for personal property handling.

Fact: If these texts were genuinely exculpatory or indicative of tenant abandonment, you should have included them in your initial claim or promptly upon disputing my demands. Instead, you merely assert their existence without producing them as timely evidence.

Conclusion: Late, unverified claims about having contradictory texts hold no weight. Courts and statutes require immediate and transparent evidence. Without producing such texts in a legally compliant manner, you fail to refute my claims or justify your actions, leaving your position legally indefensible.

10. September 4th Text About Leaving Town (Partial Quotation)

Landlord's Claim: "I have your Sept. 4th pm text... 'leaving town... indefinitely'"

Law: Fla. Stat. §715.104 requires you to provide proper written notice and an opportunity for retrieval before treating property as abandoned.

Fact: You selectively quoted my text to imply I abandoned my property. The full text states: "Hi Luther, I'm leaving town tonight indefinitely. It's the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you." In context, this message reaffirms my intent to retrieve my possessions, not abandon them. My documented efforts to reclaim items refute any claim of abandonment.

Conclusion: By quoting only part of my text to distort its meaning, you demonstrate bad faith and further undermine your credibility. A lawful abandonment determination requires statutory notice and a reasonable retrieval period, none of which you provided. Misrepresenting my communications does not erase your statutory failures; it only reinforces them.

11. Phone Records & No Calls Argument

Landlord's Claim: "I have phone records that show you never called me..."

Law: Florida's landlord-tenant statutes do not demand phone calls as the method of communication for deposit disputes or personal property retrieval. Written documentation is the legally preferred standard of evidence.

Fact: I relied on written requests—emails, letters, texts—creating a clear legal record. The law does not hinge upon phone calls. Your emphasis on calls that never occurred is a distraction from your failure to respond to the written communications that Florida law deems more definitive and enforceable.

Conclusion: The absence of phone calls is irrelevant. Legally, what matters is your response to my documented written requests, which you ignored. Since Florida statutes prioritize transparent, written notice and disclosure, your argument that I never called does nothing to justify your continued statutory noncompliance or withholding of my property.

12. Uncertainty About Personal Property & Alleged Delivery After Lease

Landlord's Claim: "I cannot confirm or deny... I have not converted or sold any personal property..."

Law: Fla. Stat. §§715.10–715.111 outline the procedures you must follow before disposing of or converting tenant property, including giving proper notice and allowing a retrieval window.

Fact: Your inability to confirm property presence does not excuse failing to send the legally required notices. Advertising items like my grill as rental amenities strongly suggests you have retained and used my property for your benefit. You never provided any statutory notice of abandonment or followed the protocol for handling property as required by the statutes.

Conclusion: Uncertainty is no defense under Florida law. By ignoring the statutory process and benefiting from my property, you have effectively converted it. This wrongful conversion could expose you to treble damages and punitive damages in circuit court. Without strict compliance, your actions stand as unlawful appropriation of tenant-owned property.

13. Your 1,500*Deposit*+500 Property Counteroffer

Landlord's Claim: "I propose... 1,500*deposit*+500 for personal property... no further litigation."

Law: Fla. Stat. §83.49 and related statutes uphold the tenant's right to full deposit return absent properly documented deductions. Similarly, Fla. Stat. §§715.10–715.111 support full tenant rights over personal property unless the landlord follows legal disposal procedures.

Fact: My claims total 8,710.62, *reflecting the entire* 4,500 security deposit and \$4,210.62 in personal property value. Your minimal offer fails to acknowledge your statutory noncompliance and the fact that no legitimate evidence supports withholding or converting my property. Courts have historically penalized landlords who fail to meet these evidentiary and procedural requirements, potentially awarding treble, punitive, and emotional distress damages.

Conclusion: Your offer is legally insufficient and financially insulting given the documented statutory violations. No partial measures or meager settlements

will be entertained. You have forfeited informal remedy opportunities by refusing to comply with Florida law. The only acceptable path to avoiding litigation and severe legal consequences is immediate payment of the full \$8,710.62.

14. Willingness to Talk or Mediate

Landlord's Claim: "We need to talk... I am willing to attend mediation or other expedited dispute resolution."

Law: Fla. Stat. §§83.49 and 715.104 do not require me to engage in verbal negotiations after you have failed to meet statutory deadlines and documentary requirements. Mediation is an option, but it does not excuse prior noncompliance.

Fact: I have relied on written communications, as Florida law heavily favors clear, documented channels to establish a transparent record of compliance or noncompliance. You ignored these, missing your statutory windows, and now offer mediation only after the fact. Without adherence to legal obligations at the appropriate times, talk of mediation is too little, too late.

Conclusion: Your sudden openness to mediated discussions cannot reverse your missed deadlines or rectify the absence of legally required disclosures. Any hope of informal resolution has passed. Now, only immediate, full payment of \$8,710.62 can avert circuit court proceedings, where you face treble damages, punitive damages, and other severe legal and financial repercussions.

Conclusion:

Every one of your statements fails under the scrutiny of Florida's landlord-tenant law. You have not presented timely itemized evidence, you have not followed mandatory notice and retrieval procedures for personal property, and you have attempted to misquote communications to feign abandonment. The statutes and case law are clear and unwavering, and your obligations remain unmet.

I have previously considered lesser arrangements but now revoke any such leniency, and outright, and ongoing, show of good faith, due to your ongoing refusal to comply with legal standards.

Under good faith expectations, you were provided two opportunities to follow State of Florida state statutes. I have concluded that providing more good faith leniency, provide a third informal opportunity. Your only choice is to remit the full \$8,710.62 immediately. Should you continue your noncompliance, we will proceed to circuit court, where Florida law's enhanced damage provisions—including treble damages, punitive damages, and other remedies—will come into play. If you desire to avoid such extensive legal repercussions, fulfill your statutory duties and deliver the full payment now.