



full repository of notes

December 10th, 2024

Stephen Boerner

424 North New St

Bethlehem, PA 18018

****VIA CERTIFIED MAIL**

RETURN RECEIPT REQUESTED**

Luther J. Rollins, Jr.

Amarlu Enterprises

231 Government Ave. S.W., #3097

Hickory, NC 28603

RE:

Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711

Introduction

Luther,

Your November 8, 2024, letter and your settlement offer of \$2,000—split between an arbitrary partial refund of my security deposit and a laughable amount for the personal property you withheld—are both legally insufficient and profoundly insulting. It is unfortunate that I even have to write this letter, but it appears necessary to remind you of the law or perhaps to reeducate you about these laws, which is both remarkable and disheartening considering your profession as a licensed attorney.

If this letter, and its clear understanding and depiction of the law as it is written for us both to lean on, serves as a reminder of how such laws exist, operate for landlords and tenants, and so forth, it highlights your **negligence**. If it serves as a lesson, it reveals your **ignorance**.

If it is a reiteration of a law you thought you understood but applied incorrectly, it demonstrates **stupidity or forgetfulness** regarding your legal responsibilities. However, if this is a reiteration of laws you knew but chose to circumvent for personal gain, it unequivocally showcases your **arrogance and bad faith**.

I will now detail, with clarity and specificity, the legal failures, statutory breaches, and outright manipulations you employed during my tenancy at **2649 Tifton St. S., Gulfport, Florida**. I will rehash the prior claims you have chosen to dismiss and introduce the most damning liability you now face, stemming from your systematic disregard for business registration laws in Florida. This liability alone invalidates the lease agreement and exposes you and Mary O. Polk to significant penalties. In the vast education you've required me to obtain on Florida's tenant-landlord laws, with over 100 hours devoted to standing up against those who trample the rights of others, I will not just state, but demonstrate why there is unequivocal, undeniable evidence to render you defenseless at best, and with new claims to introduce, shifting towards fraudulent and certainly incriminating at worst.

To touch on that last statement, you, Luther Rollins, Jr. a stated lawyer, and your business partner, designed and provided a lease agreement identifying yourself and Mary O. Polk as landlords, excluding any mention of **Amarlu Enterprises**, a North Carolina-registered business entity you own. To the average reader, the severity of this is non-obvious as stated so simply, but by this point, you are aware of what I'm now aware of.

With this craftful omission, admittedly non-obvious or wrong for any reason when observed by me, your tenant, you additionally padded your strategy by providing pre-stamped, pre-addressed envelopes instructing us to remit all rent payments—totaling **\$45,000**—to Amarlu Enterprises. The lease was fully executed by four individuals, two leases and two individual landlords, not a company, certainly not a company called Amarlu Enterprises, and certainly not a company that has filed for business in the state of North Carolina, and certainly not a company that never filed its foreign entity and was approved to conduct business, and collect revenue, in the state of Florida, unbeknownst to the state of Florida as of this writing per the registrar logs found on the division of corporations in the state of Florida. Enterprises.

The lease was fully executed by four individuals, two leases and two individual landlords, not a company, certainly not a company called Amarlu Enterprises, and certainly not a company that has filed for business in the state of North Carolina, and certainly not a company that never filed its foreign entity and was approved to conduct business, and collect revenue, in the state of Florida, unbeknownst to the state of Florida as of this writing per the registrar logs found on the division of corporations in the state of Florida.

Every single check, each \$4,500, for a lease totalling \$45,000 (+\$500 Pet Fee) plus the addition of the **\$4,500 refundable security deposit**, was directed to an entity that is not registered to conduct business in Florida, as required under **Florida Statutes § 605.0902**. The failure to register Amarlu Enterprises as a foreign entity in Florida is not a technical oversight; it is a deliberate evasion of regulatory, tax, and legal obligations that exposes you to liability at multiple levels.

And it has consequences that are non-refutable by law, entitling tenants to a full refund of the lease amount, removing your right to retain the security deposit (and pet fee), plus penalizing multipliers under punitive, treble, and statutory-related violations. Further, I can provide even more ample proof that this was all in bad faith, declaring the largest punitive multiplier in contention to remittance, with a high plausibility of conviction in addition to possible criminal convictions that I look forward to passing along to the governing bodies of your legal profession first in the state of Missouri, where you hold your license, and in the state of North Carolina, where you are approved to practice.

Your purposeful decision to commit fraud is an accident or oversight to a common landlord, perhaps. That level of negligence exists, but you are sworn to an oath to know, represent, and uphold the law. This is a violation of my rights that you attempted this, but worse, it is now my responsibility to step in and do my best to prevent you from carrying onward.

You chose, not mistakenly, to make decisions I have uncovered. You chose to operate unlawfully through an unregistered business entity, which does more than violate Florida law—it renders the lease null and unenforceable. By concealing the role of Amarlu Enterprises while systematically funneling payments through it, you denied me transparency, undermined your credibility, and created significant financial and legal exposure for yourself and your business partner. The evidence I have—including the lease agreement, payment records, and your own instructions—is incontrovertible. This was not an accident; it was a calculated act of deception designed to obscure the true nature of your operations in Florida.

Beyond this fatal issue, I will address your repeated mischaracterizations of my claims as exaggerated or unfounded. You assert that you have photos, witnesses, and other documentation to support your position, yet you fail to produce even a shred of admissible evidence to substantiate your deductions from my security deposit or your handling of my personal property. Meanwhile, I have provided a detailed, documented record of your failures:

- **The \$4,500 security deposit** was not returned within the legally mandated timeline, nor was an itemized list of deductions ever provided, as required under **Fla. Stat. § 83.49(3)**.
- **My personal property, valued at \$4,200 after depreciation**, was unlawfully withheld in violation of **Fla. Stat. §§ 715.10–715.111**, with no notice or opportunity for retrieval provided.
- **The lease itself** reflects glaring omissions and structural defects, all of which you, as a licensed attorney, should have been aware of and prevented.

Your conduct during and after the tenancy further compounds your violations. Your repeated attempts to coerce me into phone conversations, despite my explicit preference for written communication, are a transparent attempt to avoid accountability. Your manipulations of certified mail processes, including the use of incorrect ZIP codes and inconsistent address formatting, introduced unnecessary delays in correspondence. These behaviors are not just inconvenient; they are further evidence of bad faith and an ongoing pattern of evasion.

And now we arrive at the question of settlement. Your offer of **\$2,000**, in light of the legal and financial exposure you face, is absurd. It disregards the penalties, treble damages, and restitution owed under Florida law for your mishandling of the security deposit, unlawful retention of personal property, fraudulent misrepresentation, and illegal business operations. It also fails to account for the professional standards you are obligated to uphold as an attorney licensed in North Carolina and Missouri. Rest assured, the bar associations in both states will be made aware of your systematic disregard for the law, regardless of your response to this letter.

Let me be clear: I reject your settlement offer in full. I have invested considerable time and effort in uncovering the extent of your violations, and I am prepared to pursue this matter to the fullest extent in Florida Circuit Court.

My claims are supported by statutes, case law, and an exhaustive record of evidence that leaves no room for plausible deniability on your part. Suppose you wish to avoid the financial, professional, and reputational consequences of litigation. In that case, you must present a significantly improved offer that reflects the gravity of your misconduct and compensates me accordingly.

This letter will serve not only as a formal rejection of your offer but also as a prelude to action. I will take this matter to court, to the relevant regulatory authorities, and to the professional bodies governing your legal career. Whether this becomes a reminder of the law, a lesson in the law, or an irrevocable consequence of your decision to flout the law is entirely up to you. But make no mistake: your actions have consequences, and I am fully prepared to ensure you face them.

The following contents articulate my investment of time to uphold the law when the lawyers of our nation misrepresent their patriotic, democratic responsibility to serve the people, act accordingly among the people, and for the people. God Bless America, Luther.

Below is a point-by-point overview of each of your statements, structured under a Law-Fact-Conclusion format for clarity and authority.

Each rebuttal begins by citing the relevant Florida statutes or case law, then states the specific facts indicating your noncompliance, and finally concludes with the legal ramifications of your failures.

All previous willingness to accept anything less than the full \$8,710.62 is now revoked. You have repeatedly failed to meet your statutory obligations, ignored mandatory timelines, and attempted to misrepresent communications.

I am not providing you with another informal opportunity to rectify these violations. If you wish to dispute your clear legal duties again, your only "third opportunity" will be in circuit court, where you risk treble damages, punitive damages, and other significant liabilities.

Your only remaining option to avoid litigation is to remit the full \$8,710.62 promptly and in full compliance with Florida law.

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."

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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.

Title: Documented Pattern of Statutory Noncompliance, Tenant Endangerment, and Coercive Conduct

Introduction

This comprehensive timeline of exchanged communication presents a robust, chronologically anchored account of the landlord's (Luther Rollins) systematic failures to meet the clear, mandatory standards imposed by Florida's landlord-tenant statutes.

Throughout the tenancy, the landlord repeatedly refused to maintain essential facilities, neglected critical safety measures even after a documented home invasion, ignored requests for written communication, withheld required statutory disclosures regarding security deposits, and engaged in coercive and misleading tactics designed to intimidate the tenant (Stephen Boerner).

What emerges is not a series of benign oversights, captured clearly in recorded and documented text messages, and a recurring lack of any response to both a major safety concern in March 2024 and, prior to that, completely ignoring an extremely bad clogged drain that sat for 15 days before the tenant resolved it himself, with no response or help from the landlord. The tenant did this to prevent further disgust and unsanitary conditions in which plumbing basics needed to be learned and deployed against his stated wishes and outside his responsibilities as outlined in the executed lease agreement.

Beyond negligence, for reasons or circumstances unknown and irrelevant to this matter, this landlord pattern resembled, over time as it repeated itself, as a deliberate strategy of statutory evasion, misinformation, and bad faith. Each incident, from forcing the tenant to self-remedy a stagnant, unsanitary sink for over two weeks to refusing to secure non-locking gates after a violent trespass, underscores a callous indifference to the tenant's rights, health, and safety.

Worse, the landlord's attempts to coerce phone calls, coupled with selective quoting of the tenant's messages to manufacture a false narrative of property abandonment, reveal conscious efforts to twist the facts and avoid statutory notice requirements. These actions must be viewed through the lens of Florida Statutes §§83.49, 83.51, 715.104, 83.67, and others, which impose strict duties on landlords that the landlord here studiously ignored.

The record also includes text messages that add further weight to these allegations. These communications demonstrate the tenant's consistent good faith—timely rent payments, clear requests for written records, and diligent reporting of urgent issues—while exposing the landlord's failure to reciprocate with timely repairs, lawful handling of deposits, and basic courtesy.

Despite clear statutory guidance favoring documented, transparent proceedings, the landlord's insistence on verbal "amicable" resolutions after the tenant submitted a formal dispute letter suggests a calculated move to circumvent scrutiny and legally binding documentation.

Moreover, the landlord's professional status, which he declared verbally to the tenants, is further reiterated by his paralegal, Mr. Steinberger, who has insinuated this in an email. Additionally, Luther's use of Luther2Law@gmail.com as his chosen contact email in the executed lease agreement and his professed corporate attorney status intensify the gravity of these violations.

A landlord claiming legal expertise cannot credibly assert ignorance of the statutes, deadlines, and procedural safeguards governing Florida tenancies. Instead, such professional familiarity amplifies the inference of willful misconduct, opening avenues for enhanced legal remedies, including punitive and treble damages.

With case law precedents like *Johnson v. Baker*, *Williams v. Edwards*, *Durene v. Alcime*, and *Goodwin v. Alexatos* supporting the tenant's legal position and statutory mandates that clearly prohibit the landlord's evasive and misleading tactics, the tenant stands in a strong position to seek full restitution, statutory penalties, and additional damages. This record, including newly integrated text message excerpts and explicit references to legal provisions and deadlines, underscores the severity and deliberateness of the landlord's actions, justifying heightened remedial measures and regulatory intervention.

Detailed Statutory and Case Law Foundations

Security Deposit Statutory Deadlines and Requirements

- **Fla. Stat. §83.49(3)(a):**

The landlord must provide a timely, itemized notice of any intended claim against the security deposit within 30 days after the tenancy ends. Failing this, the landlord forfeits any right to withhold funds and must return the entire deposit promptly. Here, the landlord's failure to present such an itemization or even a legally compliant notice within the statutory timeframe is a critical, irrefutable violation. The landlord's vague future references to alleged damages, not supported by timely evidence, amount to willful noncompliance and bad faith.

- **Supporting Case Law:**

- Johnson v. Baker (388 So.2d 1056): Without a properly documented and mutually agreed-upon inventory list at move-in, the landlord cannot carry the burden of proving tenant-caused damages. Attempts to now rely on a partial, unsigned, or unattached inventory fail at law.
- Williams v. Edwards (642 So.2d 124) and Durene v. Alcime (448 So.2d 1208): Confirm that absent timely, itemized notices, the landlord cannot withhold the deposit.

Foreign Entity Registration (If Applicable)

- **Fla. Stat. §605.0902:**

Requires foreign entities conducting business in Florida to register as such. If the landlord operated through unregistered assumed business names, funneled rent through undisclosed entities, or avoided Florida's foreign registration requirements, those acts further undermine the lease's enforceability and the landlord's credibility. Such failures could prompt the court to question the legal foundation of the landlord's claims and reinforce the tenant's position regarding statutory noncompliance.

Extracted Legally Relevant Text Messages (Expanded and Strengthened)

These texts, now presented in greater detail, support claims of statutory violations, maintenance neglect, unauthorized handling of personal property, harassment, intimidation, and misrepresentation. The landlord's words and the timing of communications are critical evidence.

Regarding Maintenance and Habitability (Clogged Sink & Security Issues)

(January 2024 - Approximate)

Stephen (Tenant):

"Also, I wanted to get your advice on the kitchen sink... clogging on the left side... water will sit and drain only after about 24 hours... happy to try basic fixes, but I won't tinker beyond that."

Later Text by Stephen:

"I resolved the kitchen drain. She is draining perfectly. No longer an issue."

Relevance:

For over 15 days, the landlord ignored a fundamental habitability issue—clogged plumbing—violating Fla. Stat. §83.51(2)(a). The tenant's forced self-remedy exemplifies the landlord's non-responsiveness and sets a precedent for future neglect, as evidenced when severe security concerns arose.

Break-In Incident and Landlord's Failure to Improve Security

3/26/24 12:02 PM (Stephen):

"Hi Luther, we had a break-in last night... arrested at 3:30am... I'd like to document this with you..."

3/26/24 3:23 PM (Luther):

"Absolutely... Document with police and take photos... Please call when available."

Relevance:

Though the landlord acknowledges the break-in, he provides no concrete plan to remedy unsafe conditions (e.g., replacing non-locking gates), contravening Fla. Stat. §§83.51(1)(a) and (2)(a).

3/28/24 (Stephen):

"Sharing the rap sheet... extremely dangerous... worried about living here now... would feel safer with cameras and metal, lockable gates. Currently, gates do not lock. Attorney said burglary charges won't hold, but we need security."

3/28/24 9:29 PM (Luther):

"Perpetrator sounds bad... best not press charges... I'm okay with motion detectors if no drilling... put a surveillance sign... I'll come in April to check things."

Relevance:

The landlord offers minimal, superficial solutions—cameras at tenant's expense—but refuses essential repairs. This is a direct violation of the duty to ensure a safe environment under Fla. Stat. §83.51. The tenant's PTSD is known to the landlord, making this neglect more egregious.

Landlord's Attempts to Coerce Phone Calls and "Amicable" Resolution

Section Detailing the Repetitive, Coercive Communications and Misrepresentation of Legal Requirements

Your persistent attempts to coerce me into a phone call, despite my clear, written request for all communications to remain in writing, constitute a pattern of harassment—especially given your self-declared status as a "corporate attorney" and the intimidation factor introduced by your "luther2law" email address. Florida's landlord-tenant statutes do not compel me to engage in phone discussions to resolve disputes or address your claims. Yet you continued to push for verbal contact, misrepresenting that the law requires such a step.

Timeline of Intensive Harassment on October 29, 2024:

Over the course of approximately six hours, you escalated your pressure tactics, placing repeated phone calls and leaving multiple voicemails, each attempt separated by roughly two-hour intervals. After ignoring my standing request for written correspondence, you made two phone calls followed by two voicemails, all within a short timeframe. When I did not respond, you followed up with a text message, again approximately two hours later, thereby punctuating the day with a relentless cycle of unsolicited outreach.

Quoted Text Message Written by Luther Rollins, Landlord:

After these repeated phone contacts and voicemails, you sent me the following text message on October 29, 2024:

“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.”

In this message, you again attempt to frame the resolution process as something that supposedly mandates a phone call, stating “I believe we are both supposed to” engage in a verbal discussion. This is categorically untrue. Fla. Stat. §§83.49 and 83.51, which govern security deposits and habitability, as well as §§715.10–715.111, which outline procedures for handling personal property, impose no requirement for phone calls, verbal negotiations, or live discussions. Your claim that “we are both supposed to” have a phone call severely misrepresents the law and seeks to corner me into a scenario where I would be at a disadvantage—“outmatched by a declared lawyer”—contrary to the transparency and fairness that the statutes intend.

Impact and Legal Implications:

The repeated calls, voicemails, and now this text message—each separated by roughly two-hour intervals—display a calculated effort to erode my stance on written communication and push me into a verbally intimidating interaction. This calculated timing and insistence on a method never required by statute is a form of harassment. Your decision to leverage your attorney status, along with an email moniker implying legal expertise, only intensifies the coercive atmosphere.

Conclusion:

These actions—excessive calling, repeated voicemails, and sending a misleading text message after a series of two-hour interval attempts—violate the principle of written, verifiable communication that Florida law heavily favors and I explicitly requested. By misrepresenting legal requirements and attempting to pressure me into a “phone call” that statutes do not mandate, you have crossed into harassment and bad-faith intimidation. This coercive behavior will not force me to abandon my legal rights or documented communication channels. Instead, it further solidifies my resolve to seek remedies permitted by Florida law, should you continue to flout statutory directives and proper dispute resolution procedures.

After October 29, 2024 (Tenant Dispute Letter Sent):

October 29, 2024, Text from Luther (5:55 PM):

“Hi Stephen, I called you a couple times today... hope we could talk (and I believe we are both supposed to) try to resolve amicably... I am available 9:00am-ish till 10pm.”

Relevance:

The landlord's repeated calls and voicemails, pressuring a phone conversation after the tenant requested written communication, violate Fla. Stat. §83.67's prohibition on harassment. The landlord's phrasing "we are both supposed to" talk misrepresents legal obligations, signifying intentional pressure and intimidation.

Tenant's Request for Writing-Only Communication and Fear of Being Outmatched

Although no direct text states the tenant's refusal to call, prior notes indicate the tenant requested all communication in writing. The landlord's insistence on phone calls despite this request, paired with rapid-fire calls every two hours, demonstrates coercion. Given the tenant's PTSD and the landlord's awareness of it, these attempts are not minor missteps but deliberate efforts to unsettle and confuse the tenant.

Misrepresentation About Property Retrieval & Abandonment

September 4th, 2024:

"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."

Relevance:

The full context shows the tenant's intent to retrieve property, not abandon it. By selectively quoting "leaving town tonight indefinitely," the landlord tries to fabricate a scenario of abandonment, violating Fla. Stat. §715.104's requirement to provide notice and opportunity before disposing of or converting tenant property. This distortion exemplifies bad faith and possible grounds for punitive damages or claims of conversion (*Goodwin v. Alexatos*).

Payment & Deposit Handling

Tenant repeatedly texts updates about rent checks mailed, and the landlord confirms timely receipt multiple times. Yet, no corresponding texts or documents show the landlord providing statutorily required itemized lists of alleged damages within the 30-day statutory window. This is a direct violation of Fla. Stat. §83.49(3)(a). Without such notice, the landlord cannot lawfully withhold any portion of the security deposit.

Additional Considerations and Higher Ethical Standards

If the landlord claims to be a corporate attorney or otherwise legally trained, this professional background intensifies the gravity of these violations. By knowingly ignoring statutory mandates and misrepresenting legal obligations, the landlord's actions could also breach Florida Bar Rules (Rule 4-8.4) barring dishonest or prejudicial conduct. Thus, beyond civil remedies, the tenant may file professional complaints or regulatory inquiries to ensure the landlord's accountability under the full spectrum of legal and ethical frameworks.

Tenant's Good Faith and Compliance

Throughout this ordeal, the tenant exhibited exceptional diligence and honesty:

- Promptly reporting maintenance and safety issues.
- Paying rent on time or immediately rectifying minor clerical errors.
- Requesting written communication for clarity and legal certainty.
- Attempting to resolve disputes within legal channels and honoring statutory frameworks.

These consistent good-faith actions by the tenant stand in stark contrast to the landlord's evasions, delays, and manipulations, reinforcing the argument that the landlord's behavior was calculated and willful, not accidental or due to misunderstanding.

Strengthened Consequences and Remedies

Given the gravity and multiplicity of violations, the tenant may seek:

1. **Full Return of the Security Deposit:**

Mandatory under Fla. Stat. §83.49(3)(a) due to the landlord's failure to provide a timely and itemized claim.

2. **Treble Damages:**

If willfulness and bad faith are established, treble damages may be warranted. The documented harassment, misrepresentations, and refusal to comply with statutory duties strongly support a finding of willful noncompliance.

3. **Punitive Damages:**

The landlord's malice, harassment, intimidation, and exploitation of the tenant's vulnerability (PTSD) justify punitive damages. Courts award these to deter and punish behavior that is malicious, fraudulent, or recklessly indifferent to the rights of others.

4. **Attorneys' Fees and Costs:**

Under Fla. Stat. §83.49 and similar provisions, prevailing tenants may recover legal expenses. The landlord's pattern of misconduct almost ensures that attorneys' fees and costs would be awarded.

5. **Regulatory and Professional Oversight:**

The landlord's possible foreign entity misregistration and professional misconduct could trigger investigations by Florida state departments and professional licensing bodies, further penalizing the landlord and confirming the seriousness of these violations.

Conclusion

The tenant's claims are neither speculative nor minor; they are supported by a wealth of text messages, statutory citations, case law precedents, and chronologically documented incidents. Each incident reveals a landlord intentionally failing to meet statutory obligations, from neglecting fundamental maintenance duties to ignoring life-threatening security breaches, to misrepresenting communications and harassing the tenant into unrecorded agreements.

This deeply troubling pattern justifies the tenant's pursuit of full restitution, including the security deposit, treble and punitive damages, attorneys' fees, and other relief. By emphatically laying out the legal grounding, evidentiary support, and statutory imperatives, this record compels immediate legal and regulatory interventions. It underscores the tenant's right to a safe, habitable, and lawfully governed tenancy and the landlord's manifest failure to respect those rights—an outcome that cannot stand under Florida law.

Comprehensive Legal and Financial Summary: All Details Included

Key Facts of the Case

1. The Lease Agreement:

- Property: 2649 Tifton St S, Gulfport, Florida.
- Landlords: Luther Rollins and Mary O. Polk.
- Terms: \$45,000 lease term total rent amount.
- Terms: \$4,500 per month
- Terms: \$4,500 upfront security deposit
- Terms: \$500 non-refundable pet-fee
- The lease explicitly identifies **Luther Rollins** and **Mary O. Polk** as landlords, omitting **Amarlu Enterprises** or any associated assumed business names (Amarlu Enterprises, Amarlu Company, Amarlu Consulting).

2. Payment Instructions:

- Tenants were provided with ten (10) pre-stamped, pre-addressed envelopes at move-in, directing payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- Despite Amarlu Enterprises collecting rent, it was not disclosed in the lease agreement nor registered to conduct business in Florida.

3. Amarlu Enterprises and Assumed Business Names:

- Amarlu Enterprises is a North Carolina-registered entity, with assumed business names of **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting**, filed on **July 7, 2023** with the **Catawba County Register of Deeds**.
- Furthermore, and with critical influence on the outcome of this dispute, Amarlu Enterprises, a North Carolina entity owned by Luther Rollins and Mary O. Polk, is not registered as a foreign entity with the Florida Division of Corporations, violating Florida Statutes § 605.0902. However, this entity is collecting revenue illegally and in the shadows within the State of Florida via rental income.

4. **Evidence Supporting the Tenant's Case:**

- Proof of payments instructed to be made directly to Amarlu Enterprises.
- The lease agreement omits Amarlu Enterprises entirely.
- Instructions to tenants to use pre-stamped envelopes addressed to Amarlu Enterprises.
- Personal property worth \$4,200 was withheld by the landlords without legal justification.
- The landlords made a counteroffer of only \$500 for the withheld property and \$1,500 for the security deposit, failing to address the broader legal issues.

5. **Landlord's Professional Background:**

- Luther Rollins is a licensed attorney in good standing with the **North Carolina State Bar** and holds his license officially with the **** Missouri Bar****, practicing in North Carolina as an out-of-state member. His legal expertise heightens the expectation of compliance with state laws and ethical obligations. This is most critical as it relates to punitive claims against the landlord.

Legal Issues Identified

1. **Failure to Register as a Foreign Entity:**

- Florida law requires out-of-state entities like Amarlu Enterprises to register before conducting business in the state.
- By collecting \$45,000 in rent without registration, Amarlu Enterprises violated **Florida Statutes § 605.0902**. Under the law, this immediately renders the lease fully illegal, any dispute for security deposits defaults to the tenants' favor, property value to be restored in full, etc. Further, this could result in civil penalties.

2. **Fraudulent Misrepresentation:**

- The lease failed to disclose Amarlu Enterprises, yet tenants were instructed to make payments to this entity.
- Fraudulent misrepresentation arises from this intentional omission, as tenants were deprived of a full understanding of the parties involved in the agreement.

3. **Violation of Florida Landlord-Tenant Laws:**

- Florida Statutes § 83.49 requires landlords to return security deposits within 30 days of lease termination or provide an itemized list of deductions if retaining any portion of the security deposit, thus placing a claim on the deposit. Failure to comply can result in the forfeiture of the deposit and statutory penalties. The landlord met this timely obligation by issuing a certified letter on the 30th and final day of the 30-day window from the day the tenant vacated the property.
- Withholding personal property valued at \$4,200 violates **Florida Statutes § 83.67**, which prohibits landlords from unlawfully retaining or disposing of tenants' property.

4. **Ethical and Professional Misconduct:**

- As a licensed attorney, Luther Rollins is held to higher ethical standards. His involvement in structuring the lease and payment arrangements in violation of Florida law raises questions about professional misconduct under North Carolina and Missouri bar rules.

5. Tax Evasion:

- Payments directed to Amarlu Enterprises, an unregistered entity, raise concerns about compliance with Florida and federal tax laws. The lack of registration suggests an attempt to avoid Florida's tax obligations.

Revised & Increased Financial Claims Made by the Tenant

1. Full Lease Payments:

- Total: **\$45,000.**
- Rationale: The lease is to be deemed unenforceable because rent was fraudulently collected through an unregistered entity.

2. Security Deposit:

- Total: **\$4,500.**
- Rationale: Non-compliance with Florida Statutes § 83.49 entitles the tenant to a full refund.

3. Dog Deposit:

- Total: **\$500.**
- Rationale: If the lease is invalidated, the non-refundable nature of this deposit becomes moot, and it should be returned.

4. Treble Damages:

- Total: **Up to \$13,500 (3x Security Deposit).**
- Rationale: Florida law permits treble damages for willful and intentional violations of deposit handling laws.

5. Value of Withheld Property:

- Total: **\$4,200.**
- Rationale: Compensation for personal property unlawfully withheld by the landlord.

6. Punitive Damages:

- Range: **\$45,000–\$135,000 (1–3x Lease Payments).**
- Rationale: Courts may award punitive damages for egregious misconduct, such as fraud and intentional misrepresentation.

7. Statutory Penalties:

- Range: **Up to \$15,000–\$25,000.**

- Rationale: Penalties for multiple statutory violations, including deposit mishandling and illegal business operations.

8. **Legal Fees:**

- Range: **\$5,000–\$15,000.**
- Rationale: Recoverable under Florida law if you prevail in court.

9. **Emotional Distress Damages** (Optional):

- Range: **\$5,000–\$10,000.**
- Rationale: If the landlords' conduct caused significant emotional harm, you may argue for these damages.

Total Financial Potential

- **Conservative Estimate: \$100,200** (Lease + Security Deposit + Property Value).
- **Maximum Recovery:**

\$175,000 upwards of 200,000 dollars, including punitive damages, treble damages, and penalties.

Strategic Recommendations

1. **Settlement Counteroffer:**

- Demand \$150,000, inclusive of the lease payments, security deposit, withheld property, and a punitive damages component. Highlight the legal risks the landlords face, including fraud claims, statutory violations, and regulatory penalties.
- Provide a deadline for settlement to encourage a prompt resolution.
- I am prepared to file complaints with:
 - **Florida Department of State** for the entity's failure to register.
 - **Florida Department of Revenue** for potential tax violations.
 - **North Carolina and Missouri Bar Associations** regarding Luther Rollins' professional misconduct.

Conclusion

The landlords' actions represent significant legal violations, including fraud, non-compliance with Florida business registration requirements, and violations of landlord-tenant laws. With compelling evidence, you are in a strong position to pursue substantial financial recovery through negotiation or litigation, including full restitution of lease payments, treble damages, and punitive damages. This case highlights the egregiousness of their conduct and provides a pathway to hold them accountable under Florida law.

Key Facts of the Case

This case involves significant breaches of Florida landlord-tenant law, fraudulent misrepresentation, and violations of Florida business statutes. Below is a detailed overview:

1. **The Lease Agreement:**

- The lease was for the property located at **2649 Tifton St S, Gulfport, Florida**.
- Landlords listed in the lease: **Luther Rollins** and **Mary O. Polk**, named in their individual capacities.
- Lease terms:
- **10-month term** at \$4,500 per month, totaling **\$45,000**.
- Security deposit: **\$4,500**.
- Non-refundable dog deposit: **\$500**.
- Critical omission: The lease makes **no mention** of **Amarlu Enterprises**, a North Carolina-registered entity owned by Rollins and Polk, nor of its role in collecting rent or managing the property.

2. **Payment Instructions:**

- Upon move-in, tenants were provided with **pre-stamped, pre-addressed envelopes** directing all rent payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- Every payment for the full lease term (totaling \$45,000) was made to Amarlu Enterprises, despite its omission from the lease agreement.
- This discrepancy between the lease agreement and payment practices forms the basis for allegations of fraud and misrepresentation.

3. **Amarlu Enterprises and Assumed Business Names:**

- On **July 7, 2023**, Rollins and Polk filed documentation with the **Catawba County Register of Deeds**, certifying that Amarlu Enterprises would operate under three assumed business names:

1. **Amarlu Enterprises.**
2. **Amarlu Company.**
3. **Amarlu Consulting.**

- However, **none of these entities or assumed names are registered with the Florida Division of Corporations** as required by **Florida Statutes § 605.0902**, which mandates foreign business registration before conducting business in Florida.

- The use of an unregistered foreign entity to collect rent in Florida constitutes a direct violation of state law.

4. **Personal Property Withheld:**

- Upon termination of the lease, the landlords withheld personal property belonging to the tenants, valued at **\$4,200** after depreciation.
- Florida Statutes § 83.67 prohibits landlords from unlawfully retaining or disposing of tenant property. The withholding of personal items constitutes another legal violation.

5. **Landlords' Counteroffer:**

- In response to initial demands for the return of the withheld property and a portion of the security deposit, the landlords offered:

- **\$500 for the personal property** (far below its depreciated value).
- **\$1,500 of the \$4,500 security deposit.**
- This counteroffer fails to address the broader legal violations, including fraudulent collection of rent and failure to register Amarlu Enterprises in Florida.

6. **Landlord's Legal Background:**

- **Luther Rollins** is a licensed attorney in good standing with the **North Carolina State Bar** and an out-of-state member of the **Missouri Bar**.
- His legal expertise increases his accountability for ensuring compliance with state laws and ethical practices. Using his professional knowledge to structure lease and payment arrangements that circumvent Florida law raises serious ethical concerns and potential bar violations.

Legal Issues Identified

1. **Violation of Florida Business Registration Laws:**

- **Florida Statutes § 605.0902** requires foreign entities to register with the Florida Division of Corporations before conducting business in the state.
- Amarlu Enterprises collected rent for a Florida property without registering, making its actions **illegal** and potentially invalidating the lease agreement.
- Consequences of this violation:
 - Amarlu Enterprises cannot enforce any legal claims in Florida courts until it registers as a foreign entity.
 - Tenants may seek full restitution of rent payments made to an unregistered entity.

2. **Fraudulent Misrepresentation:**

- The landlords failed to disclose Amarlu Enterprises in the lease agreement while directing payments to the entity.
- This deliberate omission constitutes **fraudulent misrepresentation**, depriving tenants of the opportunity to understand the true parties involved in the lease.
- Fraudulent intent is further evidenced by:
 - The use of pre-stamped envelopes addressed to Amarlu Enterprises.
 - The landlords' failure to comply with Florida's business and tax laws.

3. **Violation of Florida Landlord-Tenant Laws:**

• **Security Deposit Mishandling:**

- Florida Statutes § 83.49 requires landlords to return security deposits within 15 days of lease termination or provide an itemized list of deductions.
- The landlords' failure to meet these requirements entitles the tenant to the full deposit amount, plus potential penalties for bad faith.

- **Unlawful Retention of Property:**

- Florida Statutes § 83.67 prohibits landlords from withholding or disposing of tenant property. The landlords' actions in withholding \$4,200 worth of personal property violate this statute.

4. **Tax Evasion:**

- By funneling rental income through an unregistered entity, the landlords may have failed to report income properly to Florida tax authorities.
- This raises potential tax evasion concerns at both the state and federal levels.

5. **Ethical and Professional Misconduct:**

- As a licensed attorney, Rollins is held to higher ethical standards under bar rules in North Carolina and Missouri.
- Structuring a fraudulent lease arrangement to avoid legal and tax obligations could result in disciplinary action from the respective bar associations.

Potential Financial Claims

1. **Full Lease Payments: \$45,000**

- Rationale: The lease agreement is likely invalid due to the fraudulent collection of rent through an unregistered entity.

2. **Full Security Deposit: \$4,500**

- Rationale: Non-compliance with Florida Statutes § 83.49 entitles the tenant to the full return of the deposit.

3. **Dog Deposit: \$500**

- Rationale: If the lease is invalid, the non-refundable status of the dog deposit is unenforceable.

4. **Withheld Personal Property: \$4,200**

- Rationale: Compensation for property unlawfully withheld.

5. **Treble Damages: Up to \$13,500 (3x Security Deposit).**

- Rationale: Florida law allows for treble damages in cases of willful or bad-faith violations of security deposit handling laws.

6. **Punitive Damages: \$45,000–\$135,000**

- Rationale: Courts may award 1–3x compensatory damages as punitive damages for fraudulent and egregious misconduct.

7. **Statutory Penalties: Up to \$25,000**

- Rationale: Penalties for multiple statutory violations, including unregistered business operations and mishandling of deposits.

8. **Legal Fees: \$5,000–\$15,000**

- Rationale: Recoverable under Florida landlord-tenant laws if you prevail in court.

9. **Emotional Distress Damages: \$5,000–\$10,000**

- Rationale: If the landlords' conduct caused significant distress.

Total Potential Financial Recovery

- **Conservative Estimate: \$100,200.**
- **Maximum Estimate: \$175,000–\$215,000+,** depending on court discretion regarding punitive and treble damages.

Strategic Recommendations

1. **Final Counteroffer:**

- Demand a full settlement of **\$100,000–\$150,000**, including the lease payments, deposit, property value, and punitive damages.
- Highlight the fraud, statutory violations, and potential bar complaints to pressure the landlords into settling.

2. **Prepare for Court:**

- File in Florida Circuit Court if the landlords fail to meet your settlement demands.
- Pursue full restitution, treble damages, punitive damages, and legal fees.

3. **Regulatory Complaints:**

- File complaints with the **Florida Department of State, Florida Department of Revenue**, and bar associations in North Carolina and Missouri.

This detailed summary provides a strong foundation for negotiations or legal action, ensuring every violation and financial claim is clearly articulated.

Legal Case Summary: Tenant Perspective (Stephen Boerner) with Chronological Incidents and Supporting Evidence

This document outlines key incidents where the landlord, Luther Rollins, failed to meet his legal obligations under **Florida Statutes Chapter 83, Part II: Residential Tenancies**, which require landlords to maintain a safe and habitable property. The evidence demonstrates a pattern of neglect, delayed responses, and failure to address tenant concerns, resulting in unsafe and uninhabitable conditions.

Comprehensive Legal Summary of Landlord's Noncompliance and Unsafe Conditions

Introduction

This document provides a detailed analysis of the landlord's (Luther Rollins) repeated failures to comply with Florida Statutes governing residential tenancies, including but not limited to Fla. Stat. §§83.49, 83.51, and 715.10–715.111. It compiles chronological evidence of the landlord's unwillingness to maintain a safe, habitable property, delayed and evasive responses to tenant concerns, unauthorized handling of personal property, and coercive communication patterns. By examining text messages, documented incidents, and the landlord's consistent disregard for statutory obligations, this summary establishes a pattern of conduct demonstrating the landlord's bad faith and willful noncompliance.

Landlord's Legal Obligations

Under Florida law, particularly:

- **Fla. Stat. §83.49(3)(a)**: The landlord must provide a timely, itemized notice of any claims against the security deposit within the statutory period.
- **Fla. Stat. §83.51(1)(a) & (b)**: The landlord must maintain the property in a condition meeting building, housing, and health codes, ensuring essential facilities (e.g., plumbing) and safety features (e.g., secure gates, functional lighting).
- **Fla. Stat. §83.51(2)(a)**: The landlord must make reasonable provisions for locks and keys and maintain structural components to ensure safety.
- **Fla. Stat. §715.104**: The landlord must issue proper notice before deeming any tenant personal property "abandoned," providing a reasonable window for retrieval.

The landlord's documented actions fall far short of these standards, resulting in the tenant (Stephen Boerner) enduring unsafe conditions, performing self-help maintenance, and facing intimidation and coercive tactics from the landlord.



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Legal Analysis of Lease Agreement and Payment Practices (Amarlu Enterprises)

The landlords, Luther Rollins and Mary O. Polk, along with their entity Amarlu Enterprises, have created a complex and opaque structure that undermines the transparency of their business practices and compliance with legal obligations in the State of Florida. Examination of records in **Catawba County, North Carolina**, where Amarlu Enterprises is registered, reveals the use of three assumed business names under the ownership of Rollins and Polk. These assumed names include **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting**, none of which are registered or appear in any business or corporate filings in the **Florida Division of Corporations' database**.

The landlords' consistent use of unregistered entities to conduct business in Florida while directing tenants to remit payments to a North Carolina address under one of these assumed names raises significant concerns about their intent to evade legal requirements and obscure the nature of their business dealings.

Despite these assumed names being recorded in Catawba County, there is no evidence that the landlords or their entities sought foreign registration in Florida as required by **Florida Statutes § 605.0902**. This statute mandates that out-of-state entities, including assumed names used for business purposes, register with the state before conducting business, such as collecting rental income. By failing to do so, the landlords have violated Florida's foreign entity registration laws, and their omission has significant implications for the enforceability of their lease agreements and their standing in Florida courts.

Furthermore, the lease for the property at 2649 Tifton St S, Gulfport, Florida, identifies only Rollins and Polk as landlords, with no mention of Amarlu Enterprises or its assumed names. This omission denies the tenants knowledge of the true parties to whom they were financially obligated and creates a veil of ambiguity over the landlords' business practices of the landlords. The tenants, in good faith, remitted payments totaling \$45,000 over 10 months to Amarlu Enterprises, unaware of its unregistered and undisclosed status in Florida.

Summary of Facts

1. Lease Agreement:

- The lease agreement explicitly identifies **Luther Rollins** and **Mary O. Polk** as landlords in their individual capacities.
- There is no mention of **Amarlu Enterprises**, a North Carolina-registered entity jointly owned by Rollins and Polk, as a party to the lease or as the recipient of rent payments.

2. Payment Instructions:

- Upon move-in, tenants were provided with pre-stamped, pre-addressed envelopes directing rent payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- Rent payments were explicitly instructed to be made payable to Amarlu Enterprises, despite its complete omission from the lease agreement.

3. Payments and Income:

- Over the course of the 10-month lease term, the tenants paid a total of **\$45,000** in rent to Amarlu Enterprises.

4. Corporate Registration:

- **Amarlu Enterprises** is a registered business entity in North Carolina but does not appear in the **Florida Division of Corporations' records** as a foreign (out-of-state) entity authorized to conduct business in Florida.
- Collecting rental income for property in Florida constitutes business activity under Florida law and requires foreign LLC registration.

83.50 - Disclosure of Landlord's Address - The Landlord address listed is the same address as the leased home address. Does this comply? More bad faith? Why?

Legal Analysis

1. Violation of Florida Business Registration Requirements

Florida law, specifically **Florida Statutes § 605.0902**, requires that out-of-state entities register as foreign LLCs to conduct business within the state. The collection of rental income for property located in Florida unequivocally qualifies as conducting business.

- **Non-Compliance:** Amarlu Enterprises' failure to register as a foreign LLC in Florida directly violates this statutory requirement.

- **Consequences:**

- Amarlu Enterprises may lack standing to enforce any legal claims, including those arising from the lease agreement, in Florida courts.

- The landlords face potential fines and penalties for conducting unauthorized business in Florida.

2. Misrepresentation and Lack of Disclosure

Florida's landlord-tenant laws mandate clear disclosure of all parties involved in a rental agreement. By instructing tenants to remit payments to **Amarlu Enterprises**—an entity that was not mentioned or disclosed in the lease agreement—the landlords engaged in conduct that could be construed as deceptive and misleading.

- **Implications:**

- This discrepancy undermines the tenants' ability to fully understand their contractual obligations and the true nature of the lease agreement.

- The omission of Amarlu Enterprises from the lease agreement creates an impression that the entity was deliberately concealed, raising questions of good faith.

3. Potential Tax Evasion

Directing payments to an unregistered, out-of-state entity raises serious concerns regarding the proper reporting of rental income and compliance with state and federal tax laws.

- **Application:**

- If the landlords used Amarlu Enterprises as a mechanism to obscure income or evade Florida tax obligations, they could face allegations of tax evasion.

- As Amarlu Enterprises is unregistered in Florida, this arrangement could also suggest an intent to avoid Florida's tax compliance requirements.

- **Legal Risks:** Tax evasion constitutes a federal and state crime with significant penalties, including fines, restitution, and potential imprisonment.

4. Fraudulent Conduct

Fraud is defined as the intentional deception of another party for personal or financial gain. The landlords' actions meet the key elements of fraud:

- **Elements of Fraud:**

- The intentional omission of **Amarlu Enterprises** from the lease agreement despite its role as the recipient of all rent payments.
- The concealment of Amarlu Enterprises' unregistered status in Florida while collecting rental income through the entity.
- **Consequences:** Fraudulent misrepresentation could result in both civil liability (including damages and legal fees) and criminal charges under Florida law.

Potential Legal Actions

1. **Restitution:**

Tenants reserve the right to seek restitution of all payments made to Amarlu Enterprises during the lease term on the basis that the entity was not legally authorized to collect such payments in Florida.

2. **Regulatory Complaints:**

- A formal complaint will be submitted to the **Florida Department of State** regarding Amarlu Enterprises' failure to register as a foreign LLC.
- Additional complaints will be filed with the **Florida Department of Revenue** and the **Internal Revenue Service (IRS)** to investigate potential tax violations.

3. **Civil Litigation:**

- Should these violations remain unresolved, tenants will pursue civil litigation to recover damages, legal fees, and other remedies under Florida law.

Clear Analysis of Business Conduct vs. Legal Requirements

1. **Requirements for an Out-of-State Entity (e.g., Amarlu Enterprises) to Operate in Florida**

Under **Florida Statutes § 605.0902**, any out-of-state entity conducting business in Florida must meet the following legal requirements:

1. **Register as a Foreign Entity:** The business must file with the **Florida Division of Corporations** as a foreign LLC or corporation before engaging in any business activities, such as collecting rental income.
2. **Disclose Its Role in Agreements:** If the entity is involved in a landlord-tenant relationship, its name and role must be explicitly disclosed in the lease agreement.
3. **Meet Tax Obligations:** Registering as a foreign entity requires the business to comply with Florida tax laws, including remitting applicable state taxes on rental income.

Failure to meet these requirements renders the entity's activities non-compliant and exposes it to legal and financial penalties.

2. **Requirements for Individuals (e.g., Luther Rollins and Mary O. Polk) Acting as Landlords**

As individuals, Rollins and Polk could legally operate as landlords in Florida under the following conditions:

1. **Personally Own the Property:** They must act in their personal capacities as property owners and not involve an undisclosed business entity in collecting rent.
2. **Collect Rent in Their Own Names:** Rent payments must align with the lease agreement and be directed to the named landlords, not an unrelated or undisclosed entity.
3. **Full Disclosure in Lease:** Florida law requires landlords to clearly disclose all relevant parties, ensuring tenants understand the terms and the identity of all payment recipients.

When individuals operate within these boundaries, their actions comply with Florida law.

3. Documented Actions by the Landlords

- **Lease Agreement:** The lease identifies only Luther Rollins and Mary O. Polk as landlords. It makes no mention of Amarlu Enterprises or any related business entities, despite their involvement in the rental arrangement.

- **Payment Instructions:** At move-in, tenants were provided pre-stamped, pre-addressed envelopes directing payments to **Amarlu Enterprises at 231 Government Ave 3094, Hickory, NC 28602.**

- **Catawba County Deeds Filing:** On **July 7, 2023**, Rollins and Polk filed documentation with the **Catawba County Register of Deeds** (Dona Hicks Spencer, Register of Deeds) in North Carolina, certifying that the entity would assume the following three assumed business names:

1. **Amarlu Enterprises**
2. **Amarlu Company**
3. **Amarlu Consulting**

- **Registration in Florida:** Despite this filing, none of these assumed business names appear in the **Florida Division of Corporations' database** as foreign entities authorized to operate in Florida.

- **Rental Income Collected:** Over the 10-month lease term, tenants paid a total of **\$45,000** directly to Amarlu Enterprises, which was not disclosed in the lease agreement.

4. Breaches and Legal Issues Identified

1. Violation of Florida Foreign Entity Registration Laws:

- Florida law requires foreign entities, including those operating under assumed names, to register before conducting business in the state. By collecting rent without such registration, **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting** are in clear violation of **Florida Statutes § 605.0902.**

2. Omission of Business Entities in the Lease:

- The lease agreement failed to disclose the involvement of Amarlu Enterprises or its assumed names, denying tenants the transparency required by Florida landlord-tenant laws. Payments directed to Amarlu Enterprises conflict with the terms of the lease, which identified only Rollins and Polk as landlords.

3. Improper Payment Instructions:

- Tenants were instructed to remit payments to Amarlu Enterprises, a business entity, rather than the landlords named in the lease. This constitutes a misrepresentation of the true financial arrangement and violates legal norms for lease agreements.

4. **Potential Tax Evasion:**

- By funneling rental payments through Amarlu Enterprises—an entity unregistered in Florida—the landlords may have obscured the flow of income to avoid Florida tax obligations. This raises significant concerns about compliance with federal and state tax laws.

Comparison: Good vs. Bad Business Practices

Aspect Good Business Practice What Was Done Breach

Lease Agreement

Identifies all parties (landlord and tenant parties) and includes applicable business entities such as Compass Realty (associated with Mr. Steinberger's associated realty office with Mr. Steinberger being appointed and declared the out-of-state landlord's paralegal outlined clearly on page 1 of the fully executed lease agreement.

The fully executed lease agreement names the landlords as Luther Rollins and Mary O'Polk and omits any mention of any entity related to, overseeing, or connected to the fully executed lease agreement. Amarlu Enterprises (and its related Assumed Business Names) are fully and deliberately excluded. The non-disclosure of Amarlu Enterprises violates transparency and landlord-tenant laws.

Gross Breach of Florida Statutes § 605.0902- Entity Registration

Register Amarlu Enterprises and assumed names as foreign entities. Amarlu Enterprises, Amarlu Company, and Amarlu Consulting were not registered in Florida.

Payment Instructions

Align payment recipient with the lease terms. Rent payments were directed to Amarlu Enterprises, contrary to the lease terms. Misrepresentation of the payment recipient.

Tax Compliance Report income under the registered entity in both Florida and NC. Payments were funneled to an unregistered entity, raising potential tax evasion concerns. Possible tax evasion due to failure to meet Florida tax obligations.

5. Why This Matters

The landlords' actions represent a deliberate attempt to obscure the true nature of their business activities and evade critical legal obligations. Filing assumed names in North Carolina without registering in Florida allowed the landlords to:

- Conduct business under the guise of legitimacy while avoiding Florida's registration and tax laws.
- Mislead tenants by instructing payments to an undisclosed and unregistered entity.
- Potentially benefit from tax advantages while failing to meet their financial and legal responsibilities.

Conclusion

The landlords, Luther Rollins and Mary O. Polk, engaged in practices that deviate significantly from lawful and transparent business operations. Their failure to register Amarlu Enterprises, Amarlu Company, and Amarlu Consulting as foreign entities in Florida, coupled with their omission of these names in the lease agreement, violates Florida law and tenant rights. These actions create grounds for restitution, regulatory investigation, and potential civil or criminal liability. Regulatory bodies must investigate these breaches to ensure accountability and compliance with Florida statutes.

Luther Rollins and Mary O. Polk's actions, including omitting Amarlu Enterprises from the lease agreement and directing payments to an unregistered entity, constitute significant legal and ethical violations. These practices violate Florida's business registration statutes and landlord-tenant laws and raise serious concerns about potential fraud and tax evasion.

Extracted Legally Relevant Text Messages

Below are text messages that hold legal relevance, focusing on key issues such as the landlord's failure to comply with statutory requirements, unauthorized handling of personal property, harassment, intimidation, maintenance and safety neglect, and misrepresentations. These messages are from the landlord ("Luther") or from the tenant ("Stephen," the unnamed party in the transcript) where the context is legally significant.

Regarding Maintenance and Habitability (Clogged Sink & Security Issues)

(January 2024 - Approximate)

Stephen (Tenant):

"Also, I wanted to get your advice on the kitchen sink. It's gradually gotten worse with ongoing clogging on the left side... Any little bit of water will sit and drain only after about 24 hours so we can only effectively use the right side... I'd be happy to run with any handy requirements... but respectfully, I wouldn't want to tinker beyond basic de-clogger fluids..."

Later Text by Stephen:

"I resolved the kitchen drain. She is draining perfectly. No longer an issue."

Relevance: Demonstrates the landlord's delayed response to a clogged sink resulting in stagnant water for over 15 days, unsanitary conditions, and the tenant's need to self-remedy. This establishes a precedent of the landlord's non-responsiveness to maintenance issues required under Fla. Stat. §83.51 (habitability).

Break-In Incident and Landlord's Failure to Improve Security

3/26/24 12:02 PM (Stephen):

"Hi Luther, we had a break-in last night. We are okay and the man was arrested... Police were on site, report filed, and charges pressed... I'd like to document this with you so you are fully aware."

3/26/24 3:23 PM (Luther):

"Absolutely. Document with the police and take photos. Glad you are okay and the perpetrator was caught. Please call me today when you are available."

Relevance: Tenant notifies landlord of a break-in tied to faulty security measures (deteriorated gates, faulty motion lights). Landlord acknowledges but does not commit to improving security measures.

3/28/24 (Stephen):

"Sharing this rap sheet of the man who entered our home... We both realize how dangerous the other night was and how lucky we were. Now, knowing what I know about his background, I'm worried about us living here... I'd like to get cameras with motion detectors... We'd also feel safer with metal, lockable gates. As of now, they don't lock, and he knows that... The attorney also said I couldn't prove intent to steal, so burglary charges won't hold."

3/28/24 9:29 PM (Luther):

"The perpetrator sounds like a bad person... best to not press charges. I'm okay with you getting motion detector cameras as long as no drilling... Put a plastic sign 'video surveillance'... Let's hope this is isolated. I plan to come down in April and check things."

Relevance: Tenant requests security enhancements due to ongoing fear and diagnosed PTSD caused by the break-in. Landlord allows cameras "as long as no drilling" but offers no improvements to the gates or more substantive security enhancements, aggravating tenant's distress and failing to address serious security concerns under Fla. Stat. §83.51.

Landlord's Attempts to Coerce Phone Call and "Amicable" Resolution

Context: Tenant has requested written communication only, yet landlord repeatedly calls and leaves voicemails.

After October 29, 2024 (Tenant Dispute Letter Sent):

October 29, 2024, Text from Luther (5:55 PM):

"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."

Relevance: Landlord admits to multiple calls after the tenant's dispute letter. Indicates pressure for a phone call despite tenant's preference for written communication. Mentions belief "we are both supposed to" talk, implying legal obligation to speak by phone—misrepresentation of legal requirements. Harassment under the context of Fla. Stat. §784.048 and attempts to pressure tenant into a call rather than continuing in writing, as previously requested.

No other direct texts from Luther quoting law or requiring phone calls are shown, but this message combined with the tenant's established preference for written channels and Luther's repeated calls and voicemails within short intervals (every two hours) indicate harassment and coercion.

Tenant's Request for Writing-Only Communication and Fear of Being Outmatched

No direct text message from the tenant stating refusal to call is shown above (based on provided excerpts), but tenant indicated earlier through notes that written channels were requested. The landlord's text on October 29, 2024, stating he called multiple times and urging an "amicable" resolution via phone, combined with repeated calls and voicemails in two-hour intervals, constitutes harassment, especially as the landlord is aware of tenant's PTSD and that the tenant previously insisted on written communication.

Misrepresentation About Property Retrieval & Abandonment

Date Unknown (From Provided Excerpts):

"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."

Relevance: The tenant clarifies that this is their opportunity to remove personal belongings, not abandonment. The landlord later only quotes the first sentence "I'm leaving town tonight indefinitely" out of context. This selective quoting is a misrepresentation meant to imply abandonment of property, contradicting Fla. Stat. §715.104's requirements for handling tenant property and providing notice before disposal.

Payment & Deposit Handling

Throughout various messages, tenant regularly updates landlord on rent checks mailed, requests confirmation upon receipt, and complies with monthly payments. The landlord confirms timely receipt multiple times. However, no texts show landlord providing the required itemized list of alleged damages at lease-end per Fla. Stat. §83.49(3)(a).

Relevance: Demonstrates tenant's good faith in paying rent promptly while landlord fails to produce legally required deposit handling documentation.

Conclusion

Legally relevant text messages highlight:

- Tenant's repeated and good-faith attempts to communicate in writing.
- Landlord's insistence on phone calls and urging "amicable" resolution by voice, implying legal obligations that do not exist.
- Tenant's prompt rent payments and landlord acknowledgments—contrasting with the landlord's failure to provide proper statutory notices or itemized damage claims.
- Tenant documenting serious security failures and unsafe conditions—landlord failing to adequately respond.
- Landlord's selective quoting of tenant's message about leaving town to misrepresent abandonment of property.

These extracted messages can be used in future legal correspondence to support claims of statutory violations, harassment, intimidation, and landlord's neglect of maintenance, safety, and deposit-handling obligations under Florida law.

Chronological Incidents and Key Evidence

1. January 2024: Unsanitary and Unusable Kitchen Sink

Incident:

The tenant reported a severely clogged kitchen sink on or about January 10, 2024. Water stood stagnant for up to 15 days, creating unsanitary conditions. The landlord failed to respond or arrange repairs. Eventually, the tenant repaired the sink himself, receiving no acknowledgment or reimbursement.

Statute Violated:

- **Fla. Stat. §83.51(2)(a)** requires landlords to maintain essential facilities.
- By ignoring a critical plumbing issue, the landlord breached the statutory duty to maintain habitable conditions.

Impact on Tenant:

Forced to handle a health-related maintenance issue alone, the tenant shouldered unnecessary inconvenience, costs, and anxiety due to the landlord's inaction.

2. March 26, 2024: Break-In and Ignored Security Concerns

Incident:

The tenant reported a home invasion at 3:30 a.m. that required police intervention and led to the intruder's arrest. The intruder's extensive criminal history (40 arrests, 9 felonies) severely heightened the tenant's fear and vulnerability. Despite being informed of these dangers, the landlord:

- Took no action to repair deteriorated, non-locking wooden side gates.
- Declined to remedy faulty motion lights critical for nighttime security.
- Authorized cameras only at the tenant's expense and with no drilling, avoiding landlord responsibility.

Statutes Violated:

- **Fla. Stat. §83.51(1)(a):** Landlord must maintain structural components (e.g., gates) in good repair.
- **Fla. Stat. §83.51(2)(a):** Reasonable provisions for locks and keys or equivalent measures are required.

Impact on Tenant:

After a violent trespass, the tenant requested safer gates and lighting. The landlord's refusal to invest in these basic security measures left the tenant in persistent fear, exacerbating PTSD documented by medical professionals, and burdening the tenant with costs for security cameras that the landlord should have addressed.

3. April 22, 2024: Landlord's On-Site Visit & Continued Neglect**Incident:**

Nearly a month after the break-in, the landlord visited the property. The tenant reiterated concerns about unsafe gates and unreliable motion-detecting lights. The landlord again took no corrective action, merely acknowledging issues without committing to repairs.

Statutes Violated:

- **Fla. Stat. §83.51(1)(b):** Requires compliance with applicable building and safety codes.
- The landlord's ongoing inaction fails to meet the basic safety and maintenance standards demanded by law.

Impact on Tenant:

The landlord's pattern of acknowledging but not fixing safety-related defects compounds the tenant's distress and continues to deny him the safe, habitable environment to which he is entitled.

4. Throughout Tenancy: Pattern of Delayed, Evasive Responses**Incident:**

- In March 2024, after a life-threatening incident, the landlord delayed essential safety responses.
- In June 2024 and other instances, while the tenant remained diligent in communication and timely rent remittances, the landlord ignored repeated pleas for improvements and transparency.
- This pattern was compounded by misaddressed certified mail (wrong ZIP codes, omitted PO box information), causing critical communication delays that appear calculated to hinder the tenant's legal recourse and clarity.

Statutes Violated:

- **Fla. Stat. §83.49(3)(a):** The landlord must timely provide documentation for any deposit withholding. Chronic delays and evasive tactics show bad faith.
- **Fla. Stat. §715.104:** Landlord must follow procedures to notify and preserve tenant property. Instead, the landlord's communications suggest intentional misrepresentations of the tenant's words to imply abandonment.

Impact on Tenant:

The landlord's delayed, piecemeal, or incorrect addresses and selective quoting of messages amount to a pattern of obstructing the tenant's rights and misinforming him about his options.

5. Harassment and Coercive Communication**Incident:**

After the tenant asserted statutory rights and sent a formal dispute, the landlord repeatedly called, left voicemails, and texted, urging a phone call to "resolve amicably" and claiming both parties "were supposed to" talk by phone. The tenant clearly requested all communications in writing, yet the landlord persisted, causing intimidation and stress, especially given the landlord's legal background.

Potential Statutory Implications:

- **Fla. Stat. §83.67** prohibits any action by a landlord that harasses a tenant to renounce their rights.
- Combined with Fla. Stat. §784.048 (harassment), the landlord's pressure for a phone conversation contrary to written requests, and selective quoting of texts to misrepresent the tenant's intentions about personal property retrieval, may constitute coercive and bad faith communication.

Impact on Tenant:

This persistent disregard for requested written communication channels, coupled with the landlord's legal knowledge and intimidation tactics, heightened the tenant's anxiety and mistrust, further aggravating PTSD and creating a hostile environment that the tenant should never endure under Florida's landlord-tenant framework.

Pattern of Bad Faith and Unlawful Conduct

The cumulative evidence shows that:

- The tenant consistently complied with rent obligations and informed the landlord of maintenance, security, and property concerns.
 - The landlord repeatedly failed to meet statutory obligations, provide timely written justifications for any deposit-related claims, or execute safety repairs necessary to ensure habitability.
 - Attempts to coerce verbal "amicable" resolutions while ignoring the tenant's rightful preference for documented, written correspondence highlight the landlord's aim to circumvent legal scrutiny.
 - Misaddressed certified mails, misrepresentations of tenant texts, and no proper notice for personal property handling further underscore bad faith and a pattern of statutory noncompliance.
-

Conclusion

Over the course of the tenancy, the landlord's actions and omissions—from ignoring urgent maintenance and security issues to coercing verbal negotiations and mishandling communications—stand in direct violation of Florida Statutes and case law governing residential tenancies. This comprehensive record of communications and incidents reveals a clear one-sided pattern: the tenant adhered to obligations and maintained transparency, while the landlord persistently shirked responsibilities, refused to provide lawful itemizations, and neglected tenant safety and health requirements.

In sum, the landlord's repeated noncompliance with statutory duties, evasive communication tactics, and intentional disregard for the tenant's well-being and legal rights confirm a scenario of unilateral landlord misconduct and noncompliance, warranting legal and regulatory intervention.

1. January 2024: Failure to Address Maintenance Issue (Clogged Sink)

- **Incident:**

On **January 10, 2024**, the tenant reported a severely clogged kitchen sink that rendered one side unusable. The landlord failed to respond for **15 days**, forcing the tenant to resolve the issue independently. The tenant informed the landlord of the repair via text but received no acknowledgment or offer of reimbursement.

- **Relevant Statute:**

- **Florida Statute § 83.51(2)(a):**

"The landlord shall make reasonable provisions for [...] functioning facilities for heat during winter, running water, and hot water."

- **Violation:**

The landlord failed to maintain the plumbing system in a functional condition, violating the statutory duty to ensure essential facilities remain operational.

- **Supporting Evidence:**

- Tenant's text message reporting the issue and lack of response from the landlord.
- Text confirming the tenant completed the repair independently.

- **Impact on Tenant:**

The landlord's inaction caused inconvenience and financial burden, as the tenant had to handle the repair without assistance or reimbursement.

2. March 26, 2024: Home Invasion and Failure to Address Safety Concerns

- **Incident:**

On **March 26, 2024**, the tenant reported a **home invasion** to the landlord. The tenant provided evidence, including police involvement, an arrest, and a criminal history of the intruder (40 arrests, 9 felonies). The tenant requested:

- Installation of motion-detecting cameras.

- Repairs to faulty, non-locking gates to secure the property.

The landlord approved the tenant's request to install cameras at their own expense but took no action to repair the gates or address the tenant's safety concerns.

- **Relevant Statutes:**

- **Florida Statute § 83.51(1)(a):**

"The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes; or

(b) Maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads."

- **Florida Statute § 83.51(2)(a):**

"The landlord shall make reasonable provisions for locks and keys."

- **Violation:**

The landlord failed to repair the deteriorated gates, which were incapable of locking, leaving the property unsecured. This neglect violated the landlord's duty to maintain the property in good repair and ensure tenant safety.

- **Supporting Evidence:**

- Tenant's text messages detailing the break-in and safety concerns.
- Photos and videos of the damaged gates and evidence of the intruder's criminal history.
- Police report and arrest documentation.

- **Impact on Tenant:**

The landlord's inaction left the tenant feeling unsafe in their home, forcing them to bear the financial burden of installing security cameras and enduring ongoing fear for their safety.

3. April 22, 2024: Landlord Visit and Continued Neglect of Maintenance

- **Incident:**

Nearly a month after the home invasion, the landlord visited the property on **April 22, 2024**, to inspect it. During the visit, the tenant highlighted the faulty gates and motion lights, which were critical for security. Despite acknowledging the issues, the landlord took no steps to repair or replace the gates or fix the motion lights.

- **Relevant Statutes:**

- **Florida Statute § 83.51(1)(b):**

"The landlord shall maintain the plumbing in reasonable working condition."

- **Florida Statute § 83.51(2)(b):**

"The landlord shall comply with the requirements of applicable building, housing, and health codes."

- **Violation:**

The landlord failed to repair the faulty gates and motion lights, which were essential for tenant safety, violating the landlord's duty to maintain the property in compliance with health and safety codes.

- **Supporting Evidence:**

- Tenant's follow-up text messages after the visit, including a video showing the faulty motion lights.
- Landlord's lack of response or action following the visit.

- **Impact on Tenant:**

The landlord's continued neglect left the property in an unsafe condition, exacerbating the tenant's fears after the home invasion.

4. June 2024: Pattern of Delayed Responses and Ignored Concerns

- **Incident:**

Throughout the tenancy, the landlord exhibited a pattern of delayed responses to tenant concerns. For example:

- **March 2024:** The landlord delayed action on critical safety concerns following the home invasion, planning a visit nearly a month later.
- **June 2024:** The tenant proactively addressed a clerical error resulting in a late rent payment and sent checks for June and July rent. However, the landlord ignored messages about unresolved safety issues, including the faulty gates and motion lights.

- **Relevant Statute:**

- **Florida Statute § 83.51(1)(a):**

"The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes."

- **Violation:**

The landlord's repeated delays and failure to act on tenant concerns demonstrate a consistent pattern of neglect, violating the statutory duty to maintain the property in a safe and habitable condition.

- **Supporting Evidence:**

- Tenant's text messages documenting delayed responses and unresolved issues.
- Records of timely rent payments and proactive communication from the tenant.

- **Impact on Tenant:**

The landlord's neglect caused ongoing stress and financial burden, as the tenant was forced to manage repairs independently and live in unsafe conditions.

Key Violations of Florida Statutes

1. **Failure to Maintain Property in Good Repair (§ 83.51(1)(a)):**

- Deteriorated gates and faulty motion lights left the property unsecured.
- Clogged sink rendered essential facilities non-functional.

2. **Failure to Ensure Tenant Safety (§ 83.51(2)(a)):**

- Landlord neglected safety concerns following the home invasion, including lockable gates and functional motion lights.

3. **Failure to Respond Promptly to Tenant Concerns (§ 83.51(1)(a)):**

- Landlord exhibited a pattern of delayed responses, forcing the tenant to handle repairs independently.
-

Conclusion

The landlord, Luther Rollins, repeatedly violated **Florida Statutes Chapter 83**, failing to maintain the property in a safe and habitable condition. These violations include neglecting safety concerns after a home invasion, delaying responses to maintenance issues, and failing to repair essential facilities. The landlord's actions caused financial and emotional harm to the tenant, Stephen Boerner, and constitute a breach of the landlord's legal obligations.

Analysis of Court Ruling on Landlord's Security Deposit Claim

In evaluating the landlord's claim for the **entire \$4,500 security deposit**, the court would weigh the evidence presented by both parties, scrutinize the **landlord's statutory compliance**, and assess the **tenant's legal counterarguments**, particularly those arising from the landlord's improper collection of rent through an unregistered entity. Below is a detailed breakdown of how the court might address the claim:

Key Considerations for the Court

1. Validity of the Lease Agreement

- The landlord directed all payments to **Amarlu Enterprises**, a North Carolina entity not disclosed in the lease and unregistered as a foreign entity in Florida.
- Florida law (**Fla. Stat. § 605.0902**) requires registration of foreign entities conducting business in the state. The landlord's failure to comply with this law may render the lease **null and unenforceable**, undermining their ability to claim damages against the security deposit.
- Courts are likely to view this as a fundamental violation that taints the landlord's ability to enforce the lease, including claims arising from it.

2. Evidence of Damages

- The landlord's itemized list includes damages ranging from **unauthorized alterations** and **missing items** to **unclean conditions** and **extended occupancy**. The court would require:
 - **Pre- and post-tenancy photos** showing the alleged damage.
 - **Receipts or estimates** for repairs and cleaning costs.

- Evidence linking specific alterations or missing items directly to the tenant.
- Courts typically require landlords to prove that the damages exceed **normal wear and tear**, which tenants are not responsible for under **Fla. Stat. § 83.49(1)**.

3. Statutory Compliance by the Landlord

- While the landlord met the 30-day requirement to notify the tenant of a claim against the security deposit via certified mail, **Fla. Stat. § 83.49(3)** imposes additional obligations:
- The landlord must provide detailed evidence substantiating the claim, not just a list of allegations.
- Failure to provide sufficient evidence may result in the forfeiture of the right to retain the deposit.

4. Tenant Counterarguments

- The tenant could argue:
- **The lease is unenforceable** due to the landlord's illegal rent collection practices.
- The damages are exaggerated or unsupported by sufficient evidence.
- Any alterations or items left behind were agreed upon or preapproved.
- The tenant acted in good faith and left the property in a reasonably clean condition, as shown by their own photos or communications.

Specific Claims and Court's Likely Perspective

1. Excessive Garbage and Trash:

- **Court's Perspective:** Courts generally consider cleaning part of normal wear and tear unless the landlord can prove that the extent of the trash significantly exceeded reasonable expectations. Without photos or evidence, this claim may be dismissed.

2. Spoiling Food in Refrigerator:

- **Court's Perspective:** This is typically seen as minor negligence and unlikely to justify a significant deduction unless the spoilage caused extensive damage to the appliance.

3. Unauthorized Alterations (Lights, Whiteboard, Cabinet Removal):

- **Court's Perspective:** If unauthorized alterations were made and not restored, the court might allow deductions if the landlord provides proof of costs for repairing or restoring these items.

4. Missing or Damaged Items (Art, Furnishings, Housewares):

- **Court's Perspective:** The landlord must present an **inventory list** signed by the tenant at move-in and evidence that the items were missing or damaged after move-out. Without this documentation, the claim is likely to fail.

5. Unauthorized Tree Cutting:

- **Court's Perspective:** Courts may consider this claim if the landlord can prove the tree was irreparably damaged and the tenant acted without permission. A certified arborist's report or other professional assessment would strengthen the landlord's case.

6. Extended Occupancy and Cleaning Costs:

- **Court's Perspective:** The landlord could claim lost rental income and additional cleaning costs due to the tenant's extended stay, but they must substantiate the actual costs incurred and demonstrate that the extended occupancy directly prevented them from reletting the property.

Impact of Landlord's Use of Amarlu Enterprises

- The landlord's failure to register **Amarlu Enterprises** as a foreign entity in Florida is a critical issue.
- Courts could determine that the landlord's **illegal collection of rent and deposits** through an unregistered entity voids their standing to enforce the lease or claim against the security deposit.
- This violation could lead to:
 - **Full return of the \$4,500 security deposit** to the tenant.
 - Additional statutory or treble damages for bad-faith retention of the deposit.

Potential Ruling Scenarios

Scenario 1: Tenant Prevails

- The court invalidates the lease due to the landlord's use of an unregistered entity, ruling that:
- The landlord must return the full \$4,500 security deposit.
- The tenant may also be entitled to **treble damages** (up to \$13,500) for bad-faith retention of the deposit, per **Fla. Stat. § 83.49(3)**.
- Any claims for cleaning or repairs are dismissed due to insufficient evidence.

Scenario 2: Partial Award to Landlord

- The court finds the lease enforceable but significantly reduces the landlord's claims due to lack of proof:
- The landlord is awarded a fraction of the deposit (e.g., \$500–\$1,000) for proven damages like unauthorized alterations or extended occupancy.
- The tenant is refunded the remainder of the deposit and avoids further liability.

Scenario 3: Landlord Prevails (Unlikely)

- The court rules in favor of the landlord, allowing them to retain the full \$4,500 if:
- The lease is deemed enforceable despite the use of Amarlu Enterprises.
- The landlord provides compelling evidence substantiating every damage claim.

Conclusion

Given the landlord's failure to register Amarlu Enterprises in Florida, their use of an undisclosed entity to collect rent, and the lack of sufficient evidence in their damage claims, **the court is likely to rule in favor of the tenant**. The tenant would recover the full \$4,500 security deposit and potentially additional damages for the landlord's bad faith and statutory violations.

Legal Analysis of Lease Agreement and Payment Practices (Amarlu Enterprises)

The landlords, Luther Rollins and Mary O. Polk, along with their entity Amarlu Enterprises, have created a complex and opaque structure that undermines the transparency of their business practices and compliance with legal obligations in the State of Florida. Examination of records in **Catawba County, North Carolina**, where Amarlu Enterprises is registered, reveals the use of three assumed business names under the ownership of Rollins and Polk. These assumed names include **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting**, none of which are registered or appear in any business or corporate filings in the **Florida Division of Corporations' database**.

The landlords' consistent use of unregistered entities to conduct business in Florida while directing tenants to remit payments to a North Carolina address under one of these assumed names raises significant concerns about their intent to evade legal requirements and obscure the nature of their business dealings.

Despite these assumed names being recorded in Catawba County, there is no evidence that the landlords or their entities sought foreign registration in Florida as required by **Florida Statutes § 605.0902**. This statute mandates that out-of-state entities, including assumed names used for business purposes, register with the state before conducting business, such as collecting rental income. By failing to do so, the landlords have violated Florida's foreign entity registration laws, and their omission has significant implications for the enforceability of their lease agreements and their standing in Florida courts.

Furthermore, the lease for the property at 2649 Tifton St S, Gulfport, Florida, identifies only Rollins and Polk as landlords, with no mention of Amarlu Enterprises or its assumed names. This omission denies the tenants knowledge of the true parties to whom they were financially obligated and creates a veil of ambiguity over the landlords' business practices of the landlords. The tenants, in good faith, remitted payments totaling \$45,000 over 10 months to Amarlu Enterprises, unaware of its unregistered and undisclosed status in Florida.

Summary of Facts

1. Lease Agreement:

- The lease agreement explicitly identifies **Luther Rollins** and **Mary O. Polk** as landlords in their individual capacities.
- There is no mention of **Amarlu Enterprises**, a North Carolina-registered entity jointly owned by Rollins and Polk, as a party to the lease or as the recipient of rent payments.

2. Payment Instructions:

- Upon move-in, tenants were provided with pre-stamped, pre-addressed envelopes directing rent payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- Rent payments were explicitly instructed to be made payable to Amarlu Enterprises, despite its complete omission from the lease agreement.

3. Payments and Income:

- Over the course of the 10-month lease term, the tenants paid a total of **\$45,000** in rent to Amarlu Enterprises.

4. **Corporate Registration:**

- **Amarlu Enterprises** is a registered business entity in North Carolina but does not appear in the **Florida Division of Corporations' records** as a foreign (out-of-state) entity authorized to conduct business in Florida.
- Collecting rental income for property in Florida constitutes business activity under Florida law and requires foreign LLC registration.

Legal Analysis

1. Violation of Florida Business Registration Requirements

Florida law, specifically **Florida Statutes § 605.0902**, requires that out-of-state entities register as foreign LLCs to conduct business within the state. The collection of rental income for property located in Florida unequivocally qualifies as conducting business.

- **Non-Compliance:** Amarlu Enterprises' failure to register as a foreign LLC in Florida directly violates this statutory requirement.
- **Consequences:**
 - Amarlu Enterprises may lack standing to enforce any legal claims, including those arising from the lease agreement, in Florida courts.
 - The landlords face potential fines and penalties for conducting unauthorized business in Florida.

2. Misrepresentation and Lack of Disclosure

Florida's landlord-tenant laws mandate clear disclosure of all parties involved in a rental agreement. By instructing tenants to remit payments to **Amarlu Enterprises**—an entity that was not mentioned or disclosed in the lease agreement—the landlords engaged in conduct that could be construed as deceptive and misleading.

- **Implications:**
 - This discrepancy undermines the tenants' ability to fully understand their contractual obligations and the true nature of the lease agreement.
 - The omission of Amarlu Enterprises from the lease agreement creates an impression that the entity was deliberately concealed, raising questions of good faith.

3. Potential Tax Evasion

Directing payments to an unregistered, out-of-state entity raises serious concerns regarding the proper reporting of rental income and compliance with state and federal tax laws.

- **Application:**
 - If the landlords used Amarlu Enterprises as a mechanism to obscure income or evade Florida tax obligations, they could face allegations of tax evasion.

- As Amarlu Enterprises is unregistered in Florida, this arrangement could also suggest an intent to avoid Florida's tax compliance requirements.

- **Legal Risks:** Tax evasion constitutes a federal and state crime with significant penalties, including fines, restitution, and potential imprisonment.

4. Fraudulent Conduct

Fraud is defined as the intentional deception of another party for personal or financial gain. The landlords' actions meet the key elements of fraud:

- **Elements of Fraud:**

- The intentional omission of **Amarlu Enterprises** from the lease agreement despite its role as the recipient of all rent payments.

- The concealment of Amarlu Enterprises' unregistered status in Florida while collecting rental income through the entity.

- **Consequences:** Fraudulent misrepresentation could result in both civil liability (including damages and legal fees) and criminal charges under Florida law.

Potential Legal Actions

1. Restitution:

Tenants reserve the right to seek restitution of all payments made to Amarlu Enterprises during the lease term on the basis that the entity was not legally authorized to collect such payments in Florida.

2. Regulatory Complaints:

- A formal complaint will be submitted to the **Florida Department of State** regarding Amarlu Enterprises' failure to register as a foreign LLC.

- Additional complaints will be filed with the **Florida Department of Revenue** and the **Internal Revenue Service (IRS)** to investigate potential tax violations.

3. Civil Litigation:

- Should these violations remain unresolved, tenants will pursue civil litigation to recover damages, legal fees, and other remedies under Florida law.

Clear Analysis of Business Conduct vs. Legal Requirements

1. Requirements for an Out-of-State Entity (e.g., Amarlu Enterprises) to Operate in Florida

Under **Florida Statutes § 605.0902**, any out-of-state entity conducting business in Florida must meet the following legal requirements:

1. **Register as a Foreign Entity:** The business must file with the **Florida Division of Corporations** as a foreign LLC or corporation before engaging in any business activities, such as collecting rental income.

2. **Disclose Its Role in Agreements:** If the entity is involved in a landlord-tenant relationship, its name and role must be explicitly disclosed in the lease agreement.

3. **Meet Tax Obligations:** Registering as a foreign entity requires the business to comply with Florida tax laws, including remitting applicable state taxes on rental income.

Failure to meet these requirements renders the entity's activities non-compliant and exposes it to legal and financial penalties.

2. Requirements for Individuals (e.g., Luther Rollins and Mary O. Polk) Acting as Landlords

As individuals, Rollins and Polk could legally operate as landlords in Florida under the following conditions:

1. **Personally Own the Property:** They must act in their personal capacities as property owners and not involve an undisclosed business entity in collecting rent.
2. **Collect Rent in Their Own Names:** Rent payments must align with the lease agreement and be directed to the named landlords, not an unrelated or undisclosed entity.
3. **Full Disclosure in Lease:** Florida law requires landlords to clearly disclose all relevant parties, ensuring tenants understand the terms and the identity of all payment recipients.

When individuals operate within these boundaries, their actions comply with Florida law.

3. Documented Actions by the Landlords

- **Lease Agreement:** The lease identifies only Luther Rollins and Mary O. Polk as landlords. It makes no mention of Amarlu Enterprises or any related business entities, despite their involvement in the rental arrangement.
- **Payment Instructions:** At move-in, tenants were provided pre-stamped, pre-addressed envelopes directing payments to **Amarlu Enterprises at 231 Government Ave 3094, Hickory, NC 28602.**
- **Catawba County Deeds Filing:** On **July 7, 2023**, Rollins and Polk filed documentation with the **Catawba County Register of Deeds** (Dona Hicks Spencer, Register of Deeds) in North Carolina, certifying that the entity would assume the following three assumed business names:
 1. **Amarlu Enterprises**
 2. **Amarlu Company**
 3. **Amarlu Consulting**
- **Registration in Florida:** Despite this filing, none of these assumed business names appear in the **Florida Division of Corporations' database** as foreign entities authorized to operate in Florida.
- **Rental Income Collected:** Over the 10-month lease term, tenants paid a total of **\$45,000** directly to Amarlu Enterprises, which was not disclosed in the lease agreement.

4. Breaches and Legal Issues Identified

1. Violation of Florida Foreign Entity Registration Laws:

- Florida law requires foreign entities, including those operating under assumed names, to register before conducting business in the state. By collecting rent without such registration, **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting** are in clear violation of **Florida Statutes § 605.0902.**

2. **Omission of Business Entities in the Lease:**

- The lease agreement failed to disclose the involvement of Amarlu Enterprises or its assumed names, denying tenants the transparency required by Florida landlord-tenant laws. Payments directed to Amarlu Enterprises conflict with the terms of the lease, which identified only Rollins and Polk as landlords.

3. **Improper Payment Instructions:**

- Tenants were instructed to remit payments to Amarlu Enterprises, a business entity, rather than the landlords named in the lease. This constitutes a misrepresentation of the true financial arrangement and violates legal norms for lease agreements.

4. **Potential Tax Evasion:**

- By funneling rental payments through Amarlu Enterprises—an entity unregistered in Florida—the landlords may have obscured the flow of income to avoid Florida tax obligations. This raises significant concerns about compliance with federal and state tax laws.

Comparison: Good vs. Bad Business Practices

Aspect Good Business Practice What Was Done Breach

Lease Agreement

Identifies all parties (landlord and tenant parties) and includes applicable business entities such as Compass Realty (associated with Mr. Steinberger's associated realty office with Mr. Steinberger being appointed and declared the out-of-state landlord's paralegal outlined clearly on page 1 of the fully executed lease agreement.

The fully executed lease agreement names the landlords as Luther Rollins and Mary O'Polk and omits any mention of any entity related to, overseeing, or connected to the fully executed lease agreement. Amarlu Enterprises (and its related Assumed Business Names) are fully and deliberately excluded. The non-disclosure of Amarlu Enterprises violates transparency and landlord-tenant laws.

Gross Breach of Florida Statutes § 605.0902- Entity Registration

Register Amarlu Enterprises and assumed names as foreign entities. Amarlu Enterprises, Amarlu Company, and Amarlu Consulting were not registered in Florida.

Payment Instructions

Align payment recipient with the lease terms. Rent payments were directed to Amarlu Enterprises, contrary to the lease terms. Misrepresentation of the payment recipient.

Tax Compliance Report income under the registered entity in both Florida and NC. Payments were funneled to an unregistered entity, raising potential tax evasion concerns. Possible tax evasion due to failure to meet Florida tax obligations.

Conclusion

The landlords' actions represent a deliberate attempt to obscure the true nature of their business activities and evade critical legal obligations. Filing assumed names in North Carolina without registering in Florida allowed the landlords to:

- Conduct business under the guise of legitimacy while avoiding Florida's registration and tax laws.
- Mislead tenants by instructing payments to an undisclosed and unregistered entity.
- Potentially benefit from tax advantages while failing to meet their financial and legal responsibilities.

The landlords, Luther Rollins and Mary O. Polk, engaged in practices that deviate significantly from lawful and transparent business operations. Their failure to register Amarlu Enterprises, Amarlu Company, and Amarlu Consulting as foreign entities in Florida, coupled with their omission of these names in the lease agreement, violates Florida law and tenant rights. These actions create grounds for restitution, regulatory investigation, and potential civil or criminal liability. Regulatory bodies must investigate these breaches to ensure accountability and compliance with Florida statutes.

Luther Rollins and Mary O. Polk's actions, including omitting Amarlu Enterprises from the lease agreement and directing payments to an unregistered entity, constitute significant legal and ethical violations. These practices violate Florida's business registration statutes and landlord-tenant laws and raise serious concerns about potential fraud and tax evasion.

Title: Documented Pattern of Statutory Noncompliance, Tenant Endangerment, and Coercive Conduct

Introduction

This comprehensive timeline of exchanged communication presents a robust, chronologically anchored account of the landlord's (Luther Rollins) systematic failures to meet the clear, mandatory standards imposed by Florida's landlord-tenant statutes.

Throughout the tenancy, the landlord repeatedly refused to maintain essential facilities, neglected critical safety measures even after a documented home invasion, ignored requests for written communication, withheld required statutory disclosures regarding security deposits, and engaged in coercive and misleading tactics designed to intimidate the tenant (Stephen Boerner).

What emerges is not a series of benign oversights, captured clearly in recorded and documented text messages, and a recurring lack of any response to both a major safety concern in March 2024 and, prior to that, completely ignoring an extremely bad clogged drain that sat for 15 days before the tenant resolved it himself, with no response or help from the landlord. The tenant did this to prevent further disgust and unsanitary conditions in which plumbing basics needed to be learned and deployed against his stated wishes and outside his responsibilities as outlined in the executed lease agreement.

Beyond negligence, for reasons or circumstances unknown and irrelevant to this matter, this landlord pattern resembled, over time as it repeated itself, as a deliberate strategy of statutory evasion, misinformation, and bad faith. Each incident, from forcing the tenant to self-remedy a stagnant, unsanitary sink for over two weeks to refusing to secure non-locking gates after a violent trespass, underscores a callous indifference to the tenant's rights, health, and safety.

Worse, the landlord's attempts to coerce phone calls, coupled with selective quoting of the tenant's messages to manufacture a false narrative of property abandonment, reveal conscious efforts to twist the facts and avoid statutory notice requirements. These actions must be viewed through the lens of Florida Statutes §§83.49, 83.51, 715.104, 83.67, and others, which impose strict duties on landlords that the landlord here studiously ignored.

The record also includes text messages that add further weight to these allegations. These communications demonstrate the tenant's consistent good faith—timely rent payments, clear requests for written records, and diligent reporting of urgent issues—while exposing the landlord's failure to reciprocate with timely repairs, lawful handling of deposits, and basic courtesy.

Despite clear statutory guidance favoring documented, transparent proceedings, the landlord's insistence on verbal "amicable" resolutions after the tenant submitted a formal dispute letter suggests a calculated move to circumvent scrutiny and legally binding documentation.

Moreover, the landlord's professional status, which he declared verbally to the tenants, is further reiterated by his paralegal, Mr. Steinberger, who has insinuated this in an email. Additionally, Luther's use of Luther2Law@gmail.com as his chosen contact email in the executed lease agreement and his professed corporate attorney status intensify the gravity of these violations.

A landlord claiming legal expertise cannot credibly assert ignorance of the statutes, deadlines, and procedural safeguards governing Florida tenancies. Instead, such professional familiarity amplifies the inference of willful misconduct, opening avenues for enhanced legal remedies, including punitive and treble damages.

With case law precedents like *Johnson v. Baker*, *Williams v. Edwards*, *Durene v. Alcime*, and *Goodwin v. Alexatos* supporting the tenant's legal position and statutory mandates that clearly prohibit the landlord's evasive and misleading tactics, the tenant stands in a strong position to seek full restitution, statutory penalties, and additional damages. This record, including newly integrated text message excerpts and explicit references to legal provisions and deadlines, underscores the severity and deliberateness of the landlord's actions, justifying heightened remedial measures and regulatory intervention.

Detailed Statutory and Case Law Foundations

Security Deposit Statutory Deadlines and Requirements

- **Fla. Stat. §83.49(3)(a):**

The landlord must provide a timely, itemized notice of any intended claim against the security deposit within 30 days after the tenancy ends. Failing this, the landlord forfeits any right to withhold funds and must return the entire deposit promptly. Here, the landlord's failure to present such an itemization or even a legally compliant notice within the statutory timeframe is a critical, irrefutable violation. The landlord's vague future references to alleged damages, not supported by timely evidence, amount to willful noncompliance and bad faith.

- **Supporting Case Law:**

- Johnson v. Baker (388 So.2d 1056): Without a properly documented and mutually agreed-upon inventory list at move-in, the landlord cannot carry the burden of proving tenant-caused damages. Attempts to now rely on a partial, unsigned, or unattached inventory fail at law.
- Williams v. Edwards (642 So.2d 124) and Durene v. Alcime (448 So.2d 1208): Confirm that absent timely, itemized notices, the landlord cannot withhold the deposit.

Foreign Entity Registration (If Applicable)

- **Fla. Stat. §605.0902:**

Requires foreign entities conducting business in Florida to register as such. If the landlord operated through unregistered assumed business names, funneled rent through undisclosed entities, or avoided Florida's foreign registration requirements, those acts further undermine the lease's enforceability and the landlord's credibility. Such failures could prompt the court to question the legal foundation of the landlord's claims and reinforce the tenant's position regarding statutory noncompliance.

Extracted Legally Relevant Text Messages (Expanded and Strengthened)

These texts, now presented in greater detail, support claims of statutory violations, maintenance neglect, unauthorized handling of personal property, harassment, intimidation, and misrepresentation. The landlord's words and the timing of communications are critical evidence.

Regarding Maintenance and Habitability (Clogged Sink & Security Issues)

(January 2024 - Approximate)

Stephen (Tenant):

"Also, I wanted to get your advice on the kitchen sink... clogging on the left side... water will sit and drain only after about 24 hours... happy to try basic fixes, but I won't tinker beyond that."

Later Text by Stephen:

"I resolved the kitchen drain. She is draining perfectly. No longer an issue."

Relevance:

For over 15 days, the landlord ignored a fundamental habitability issue—clogged plumbing—violating Fla. Stat. §83.51(2)(a). The tenant’s forced self-remedy exemplifies the landlord’s non-responsiveness and sets a precedent for future neglect, as evidenced when severe security concerns arose.

Break-In Incident and Landlord’s Failure to Improve Security

3/26/24 12:02 PM (Stephen):

“Hi Luther, we had a break-in last night... arrested at 3:30am... I'd like to document this with you...”

3/26/24 3:23 PM (Luther):

“Absolutely... Document with police and take photos... Please call when available.”

Relevance:

Though the landlord acknowledges the break-in, he provides no concrete plan to remedy unsafe conditions (e.g., replacing non-locking gates), contravening Fla. Stat. §§83.51(1)(a) and (2)(a).

3/28/24 (Stephen):

“Sharing the rap sheet... extremely dangerous... worried about living here now... would feel safer with cameras and metal, lockable gates. Currently, gates do not lock. Attorney said burglary charges won’t hold, but we need security.”

3/28/24 9:29 PM (Luther):

“Perpetrator sounds bad... best not press charges... I’m okay with motion detectors if no drilling... put a surveillance sign... I’ll come in April to check things.”

Relevance:

The landlord offers minimal, superficial solutions—cameras at tenant’s expense—but refuses essential repairs. This is a direct violation of the duty to ensure a safe environment under Fla. Stat. §83.51. The tenant’s PTSD is known to the landlord, making this neglect more egregious.

Landlord’s Attempts to Coerce Phone Calls and “Amicable” Resolution

After October 29, 2024 (Tenant Dispute Letter Sent):

October 29, 2024, Text from Luther (5:55 PM):

“Hi Stephen, I called you a couple times today... hope we could talk (and I believe we are both supposed to) try to resolve amicably... I am available 9:00am-ish till 10pm.”

Relevance:

The landlord’s repeated calls and voicemails, pressuring a phone conversation after the tenant requested written communication, violate Fla. Stat. §83.67’s prohibition on harassment. The landlord’s phrasing “we are both supposed to” talk misrepresents legal obligations, signifying intentional pressure and intimidation.

Tenant’s Request for Writing-Only Communication and Fear of Being Outmatched

Although no direct text states the tenant's refusal to call, prior notes indicate the tenant requested all communication in writing. The landlord's insistence on phone calls despite this request, paired with rapid-fire calls every two hours, demonstrates coercion. Given the tenant's PTSD and the landlord's awareness of it, these attempts are not minor missteps but deliberate efforts to unsettle and confuse the tenant.

Misrepresentation About Property Retrieval & Abandonment

September 4th, 2024:

"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."

Relevance:

The full context shows the tenant's intent to retrieve property, not abandon it. By selectively quoting "leaving town tonight indefinitely," the landlord tries to fabricate a scenario of abandonment, violating Fla. Stat. §715.104's requirement to provide notice and opportunity before disposing of or converting tenant property. This distortion exemplifies bad faith and possible grounds for punitive damages or claims of conversion (*Goodwin v. Alexatos*).

Payment & Deposit Handling

Tenant repeatedly texts updates about rent checks mailed, and the landlord confirms timely receipt multiple times. Yet, no corresponding texts or documents show the landlord providing statutorily required itemized lists of alleged damages within the 30-day statutory window. This is a direct violation of Fla. Stat. §83.49(3)(a). Without such notice, the landlord cannot lawfully withhold any portion of the security deposit.

Additional Considerations and Higher Ethical Standards

If the landlord claims to be a corporate attorney or otherwise legally trained, this professional background intensifies the gravity of these violations. By knowingly ignoring statutory mandates and misrepresenting legal obligations, the landlord's actions could also breach Florida Bar Rules (Rule 4-8.4) barring dishonest or prejudicial conduct. Thus, beyond civil remedies, the tenant may file professional complaints or regulatory inquiries to ensure the landlord's accountability under the full spectrum of legal and ethical frameworks.

Tenant's Good Faith and Compliance

Throughout this ordeal, the tenant exhibited exceptional diligence and honesty:

- Promptly reporting maintenance and safety issues.
- Paying rent on time or immediately rectifying minor clerical errors.

- Requesting written communication for clarity and legal certainty.
- Attempting to resolve disputes within legal channels and honoring statutory frameworks.

These consistent good-faith actions by the tenant stand in stark contrast to the landlord's evasions, delays, and manipulations, reinforcing the argument that the landlord's behavior was calculated and willful, not accidental or due to misunderstanding.

Strengthened Consequences and Remedies

Given the gravity and multiplicity of violations, the tenant may seek:

1. **Full Return of the Security Deposit:**

Mandatory under Fla. Stat. §83.49(3)(a) due to the landlord's failure to provide a timely and itemized claim.

2. **Treble Damages:**

If willfulness and bad faith are established, treble damages may be warranted. The documented harassment, misrepresentations, and refusal to comply with statutory duties strongly support a finding of willful noncompliance.

3. **Punitive Damages:**

The landlord's malice, harassment, intimidation, and exploitation of the tenant's vulnerability (PTSD) justify punitive damages. Courts award these to deter and punish behavior that is malicious, fraudulent, or recklessly indifferent to the rights of others.

4. **Attorneys' Fees and Costs:**

Under Fla. Stat. §83.49 and similar provisions, prevailing tenants may recover legal expenses. The landlord's pattern of misconduct almost ensures that attorneys' fees and costs would be awarded.

5. **Regulatory and Professional Oversight:**

The landlord's possible foreign entity misregistration and professional misconduct could trigger investigations by Florida state departments and professional licensing bodies, further penalizing the landlord and confirming the seriousness of these violations.

Conclusion

The tenant's claims are neither speculative nor minor; they are supported by a wealth of text messages, statutory citations, case law precedents, and chronologically documented incidents. Each incident reveals a landlord intentionally failing to meet statutory obligations, from neglecting fundamental maintenance duties to ignoring life-threatening security breaches, to misrepresenting communications and harassing the tenant into unrecorded agreements.

This deeply troubling pattern justifies the tenant's pursuit of full restitution, including the security deposit, treble and punitive damages, attorneys' fees, and other relief. By emphatically laying out the legal grounding, evidentiary support, and statutory imperatives, this record compels immediate legal and regulatory interventions. It underscores the tenant's right to a safe, habitable, and lawfully governed tenancy and the landlord's manifest failure to respect those rights—an outcome that cannot stand under Florida law.

Legal Case Summary: Tenant Perspective (Stephen Boerner) with Chronological Incidents and Supporting Evidence

This document outlines key incidents where the landlord, Luther Rollins, failed to meet his legal obligations under **Florida Statutes Chapter 83, Part II: Residential Tenancies**, which require landlords to maintain a safe and habitable property. The evidence demonstrates a pattern of neglect, delayed responses, and failure to address tenant concerns, resulting in unsafe and uninhabitable conditions.

Comprehensive Legal Summary of Landlord's Noncompliance and Unsafe Conditions

Introduction

This document provides a detailed analysis of the landlord's (Luther Rollins) repeated failures to comply with Florida Statutes governing residential tenancies, including but not limited to Fla. Stat. §§83.49, 83.51, and 715.10–715.111. It compiles chronological evidence of the landlord's unwillingness to maintain a safe, habitable property, delayed and evasive responses to tenant concerns, unauthorized handling of personal property, and coercive communication patterns. By examining text messages, documented incidents, and the landlord's consistent disregard for statutory obligations, this summary establishes a pattern of conduct demonstrating the landlord's bad faith and willful noncompliance.

Landlord's Legal Obligations

Under Florida law, particularly:

- **Fla. Stat. §83.49(3)(a)**: The landlord must provide a timely, itemized notice of any claims against the security deposit within the statutory period.
- **Fla. Stat. §83.51(1)(a) & (b)**: The landlord must maintain the property in a condition meeting building, housing, and health codes, ensuring essential facilities (e.g., plumbing) and safety features (e.g., secure gates, functional lighting).
- **Fla. Stat. §83.51(2)(a)**: The landlord must make reasonable provisions for locks and keys and maintain structural components to ensure safety.