

LUTHER RESPONSE QUESTIONS

Below is the response by Luther the landlord of 2649 Tifton St., Gulfport, FL. This was the response letter I received in response to my tenant dispute letter below. This letter are my comments to include in a response.

November 8, 2024

Via Certified Overnight Mail

Stephen Boerner & Melissa Bemer

424 N. New Street, Bethlehem, pa. 18018

RE: SECURITY DEPOSIT CLAIM & TENANT PERSONAL PROPERTY DISPUTE

2023-2024 LEASE OF 2649 TIFTON ST.S., GULFPORT, FL

Dear Stephen and Melissa,

I hope you are doing well. We were hit by the recent hurricanes both in North Carolina and Florida, so we are in the process of repairs and recovery. Thankfully, no severe damages. We are much luckier than so many others.

This letter is in response to your "Formal Tenant Response & Dispute" documents (the "Response") which I recently received from you.

I disagree with and deny all your allegations, accusations, and insinuations that I am a bad and/or unlawful landlord. I rented you my personal vacation home for a term of months and I always treated you with kindness, empathy, professionalism, and regard for the law.

I have no desire to engage in a time-consuming, costly, emotional, and uncertain legal dispute with you. Be assured, however, that I will vigorously defend my position and my rights as a homeowner and landlord. I never imagined that our relationship would end in any sort of dispute, and I am surprised, disappointed, and somewhat disheartened as I write you this letter.

Much of what you say in your Response is not accurate and/or is exaggerated at best. In your response you admit that you would take responsibility provided evidence was provided. Please be aware that:

I have a copy of the written lease signed by you

I have a copy of the inventory signed by Melissa when you moved in I have photos of the premises both before and after your tenancy I have photos of each area outlined in my claim for security deposit I have photos of the damages outlined in my security deposit claim I have witnesses to the condition of the premises after your tenancy I have witnesses to your negligent treatment of the premises I have receipts for removal of excessively damaged items, garbage & trash from the premises

I have texts from you that contradict your Response claims

I have your Sept. 4th pm text message where you clearly state you are

"leaving town [and Florida?] tonight indefinitely"

I have phone records that show you never called me to retrieve your personal property.

I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. Do you have proof that all the alleged items were left at the premises when you vacated?

Did you and/or other parties leave personal property without my permission in, on and around the premises? I have not converted or sold any personal property that I reasonably believed was left behind/abandoned by you. Furthermore, I am not responsible for storing personal property items that you knowingly had delivered to and/or left behind at the premises after the lease expired. Despite all the above, I believe we should be able to resolve this matter amicably and informally without legal action. We need to talk and reach an agreement and put this matter behind us. I have not engaged a lawyer, but I am sure they would advise that we talk and try to work this out (included below is my phone number).

Accordingly, here is my written suggestion and counteroffer to your previous options.

I propose as full settlement and compromise of all matters between us the following:

1.) Refund you \$1,500 of the security deposit; and
2.) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises; and
3.) All parties mutually waive and relinquish their rights to any further litigation regarding these matters as allowed by law.

I am available to discuss the above settlement offer, details, or any changes to resolve. If we reach agreement, I would be able to transfer the funds to you electronically or by cashier's check. Finally, if we cannot negotiate a settlement of all matters, I would be willing to attend a mediation or other form of alternative/expedited dispute resolution to resolve our dispute.

Thank you for your attention and consideration and I anticipate that we will be able to reach a mutually acceptable settlement.

I can not find Luther Rollins Jr in the publicly searchable Florida Bar Association yet page one of the lease declares it so and appoints a proxy paralegal He told me he was a lawyer but his letter purposely uses wording that implies he is not a lawyer and his email address for formal communication as stated in the lease identifies him as a lawyer as he's using luther2law@gmail.com - how does this impact his legal obligations as lawyer, landlord, etc

The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit. In the second letter, all Luther does is state that he has the detail that should've been included in the first letter so all the second letter does that being the second letter that is in response to my tenant dispute letter is State what he has but does not provide it so therefore I am left with no more information after a second

correspondence then I did the first . In the second letter to me in response to my tenant dispute Luther proposes that he returned \$1500 of my security deposit and offers \$500 for personal belongings but there is no rationale or line items provided for the \$3000 of missing security deposit . This response from landlord to my tenant dispute letter creates the addition of one amount he's willing to provide to split across security deposit and personal property . By putting a dollar amount for personal property of \$500 is he admitting anything I can use in court?

Isn't it just that he would provide specific reasoning behind these otherwise arbitrary calculations of \$1,500 and \$500 for security deposit return and compensation for my belongings

When I compare his claim on security deposit letter and his response to my tenant dispute, I'm left in no better position after my tenant dispute cited not having enough detail. In the most recent letter in response to my tenant dispute, the landlord simply implies that he has evidence for example before and after pictures but does not provide them. so how can I make an improved evaluation of the claims on deposit after receiving the second letter compared to the first without having any further detail?

In his second letter, which is the response to my tenant dispute Luther uses a return address that includes "PO Box" whereas the first letter he did not which caused a delay in delivery of over one week as well as using the wrong ZIP Code in the first letter. Before my tenant dispute letter arrived in Luther United States post office mailbox I was notified by the United States Postal Service that there was a delay due to an incorrect address which Luther provided to me which included a lack of use of PO Box as he does not have street addressing services with the post office. I responded by learning this information by emailing Luther and notifying him that he used the wrong ZIP Code and if he did not have street addressing services by using only the number of the post office box and not written correctly, it was an error I could .2 in the second letter in response to my tenant dispute letter Luther continues to use the wrong ZIP Code, but this time he uses the PO Box in his return address.

Since Luther received my tenant dispute letter, he has called four times and left three voicemails. Three of those phone calls were within a 24 hour. Period. Two of which were only two hours apart at 3 PM another at 5 PM and then at 7 PM He followed up with a text message. I provided strict and clear channels of communication in my tenant dispute letter, which would be by certified mail response only and Luther ignored that and the frequency of calls. Voicemails and text message was highly stressful and antagonize my PTSD, which can be validated with my therapist, corroborating by me, not issuing a response. It should have ended communication attempts outside of the requested channels, but it continued. Luther tried to core me into phone calls, but I am not a lawyer

and getting on the phone with him would be a disadvantage to me and put me at risk for agreeing to something or not understanding, legal terms as he speaks them. My text message on September 4 just after 4 PM in 2024 is provided here in full. 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 "

I went to include a request to Luther to go to his paralegal Zach Steinberger, and request text message history as communicating with Zak is equal to communicating to Luther given the paralegal relationship and given the majority of my communication was with Zak through the term of the lease. Zak will be able to approve to you that on September 4, 2024. I provided him a short list of the most valuable pieces of property that I had left and expressed since you're interested in getting them back, but I was told that he was informed to cease communication and to communicate with Luther directly. I followed that information by texting Luther directly as I knew he was at the house cause I could see his car in the driveway, it was then he did not respond, and it was then that my legal council advised that I step back and wait for the window of time that had been allotted to me through the statute of the state of Florida these are the same statutes that require the landlord to provide a window of time and in writing the belongings in an itemized list

Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter and as of the writing of my previous letter sent in mid October, I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there.

Luther also accuses me of sending packages that were in my addendum B list to the property that he owns in Gulfport after the lease concluded but I can validate the shipping records that no package arrived after I vacated the property and packages that arrived towards the end of my Lease agreement are labeled an addendum B and are currently stored on the property by Luther. This is in addition to the Weber Grill, which continues to be advertised, using the word barbecuing in reference to the backyard amenities, this was not advertised one year prior when I discovered the ad and booked a tour, followed by signing a lease agreement, considering that I am aware that the grill was in the backyard after the property had been relisted I put the burden of proof on Luther to prove otherwise, and to prove that my property was not converted as I believe it was

Also, Luther cited my text message as reason to believe I had abandoned the property left behind, but he only cited the first several words that let him know that I would be leaving Florida indefinitely, but left out my eager request to come remove the belongings I had left due to the storm canceling my Movers When I sent the text message I was in my car across the street and Luther was in the home and did not reply. It is not my responsibility to pick up the phone and issue a call to Luther. I

was advised by my lawyer who reviewed my text messages to step back and let Luther follow the law as it is stated in the statutes at the state of Florida and to trust that he would provide me my 10 to 15 day window and provide me in writing a list of all of the belongings that he would consider abandoned Should I not reply to the issued letter siding, each individual piece of property and a timeframe to come pick it up? That is the statute as it is stated that was not followed.

Luther did not reply to certain items in my tenant dispute letter one of which was my request for him to declare how many Florida properties he had as a landlord should that amount be above five it would have been required by law that he notified me as to the Financial obligation. He has to inform me of the financial institution in the state of Florida that my security deposit was being held at, and whether it was interest-bearing or not with interest accrued being due to me should it be interest sparing and should he have more than five properties and that should've been stated in the first 30 days of the lease - since I have never been told how many properties Luther has in the state of Florida nor was I informed about my security deposit as in where it was being held and related details I cannot determine Luther status as a landlord in the state, Luther decided to ignore this request as it was a request of due diligence and prudence on my end to ensure he was following the law.

I was never provided a copy of the inventory and we were not provided a fully executed version of the inventory list nor was it mentioned as an addendum to the lease that only specified property and furnishings, but not an inventory list so it was not properly identified as a document number

If Melissa did sign a inventory list, check to see if both members of the lease meaning me and her have to sign for it and do we need to be provided an executed fully executed version with landlord signatures as well and does it need to have both landlords mentioned in the lease having signed it and does it need to be properly documented with an addendum number of some form?

Inform Luther that he is required to preserve all communication records and that applies to Zach Steinberger as well as Zak has a text message from me through August 4 that clearly details my repeated request to obtain my personal property and should this proceed in court it is required by both Luther and Zak to preserve all communication and it would be against the law to tamper with potential to

Luther's letter quote "I disagree with and deny all your allegations, accusations, and insinuations that I am a bad and/or unlawful landlord. I rented you my personal vacation home for a term of months and I always treated you with kindness, empathy, professionalism, and regard for the law."

My response: personal feelings are irrelevant and speaking to the sentimental value, and the

kindness of renting me and my wife your vacation home has no purpose being stated. To insinuate it with some type of favor is an attempt to create a perception of yourself outside of how I experienced you . Your perception of yourself is not my reality.

Luther letter quote:

"never imagined that our relationship would end in any sort of dispute, and I am surprised, disappointed, and somewhat disheartened as I write you this letter."

My response:

Emotional feelings are relevant and speaking to them has no purpose being stated . In the interest of addressing one key term " disheartened" and as it relates to what does matter in my experience being a tenant of yours, I would remind you that our home is broken into on March 26, 2024, and I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter. I will also point to the conversation we had were you mentioned the need for metal fence gates, I took that information to my wife as we both suffered through this time and we waited for action on your end when I knew action would be difficult to come by. I volunteered to put up cameras to our benefit and to protect the home as best we could in that same message speaking to cameras I brought up the need for improved fence gates in your reply. You only addressed the cameras, and you ignored my comments about the new fence gates that were needed that could actually latch and lock as the decayed fence gates did not lock let alone close completely, and in that message you gave me permission to use cameras, but restricted me from screwing. In other words you allowed me to find cameras that could not be fixed in any way shape or form to the physical structures on the property this is your negligence as you cannot find a Neighbor on the entire street of Tifton Street in Gulfport Florida. That does not have security cameras. In fact I retrieved security footage from the home across the street because you did not have security cameras and that was evidence that I applied to the police to help further the charges that I pressed even after this incident occurred on the property we rented and we're an intruder. Enter the home and stood at the doorway of my wife while she was sleeping. You still remained the only house on the street without security cameras, and no sufficient security cameras in my budget that also did not affect to the property by simple screws would provide the security. Your house demands that is on top of letting us continue into the last five months of our lease with no improvements to the fence no updates us to your thoughts or a timeline we sat and we waited and I developed PTSD due to threats that I received for retaliation that I kept between myself and my therapist who can corroborate and so for weeks I stocked the windows and went days without sleep progressing into post, traumatic stress disorder. In the records that Zach is required to keep his text message will show that I disclosed this mental illness that I developed and even still with that knowledge well I am still in therapy for the incident that happened on your home. You harassed me with phone calls which antagonized my condition which can be corroborated Through my therapist.

Luther quotes from letter

"I have a copy of the written lease signed by you"

- so do i - there is nothing in that lease that puts you on better footing

Luther quotes from letter/

"I have a copy of the inventory signed by Melissa when you moved in "

My response :

- This inventory list was collected by Zach and we never received a fully executed copy with signature signatures on both sides and attached as an addendum to the lease. The lease clearly states that the lease includes use of your property, personal property and furnishings. This would've been a good place to reference the inventory list as the addendum.
- During my move out process, I never had an inventory list to reference and should you have been more buttoned up that inventory list would've had dollar amounts per inventory item that you could point too Should they be missing when I move out and the lease concludes but that was not the case. Rather you speak to an inventory list, but I was not present the day you claim Melissa allegedly signed the inventory list as I do not have a copy and I have never seen an inventory list or could I cross reference one at the time of move out nor can I reference it now to evaluate your claims on deposit line items because your claim should be accompanied with the inventory list highlighting the specific items that are gone and how they aggregate to the total dollar amount that you believe should be withheld from the security deposit, but you did not follow those best practices
- I stand here after two letters from you and the first one gives a broadbrush stroke over your entitlement, coupled with the arrogance to take from me both the security deposit and my personal belongings. These are violations of gross misconduct and or beyond negligence for I do not label you as a negligent, landlord who should have known better, but rather a land who deliberately acts in bad faith, and that will be the case that I make to pursue not just traditional recovery and damages, but punitive damages, which speak to the bad faith used not once and a one off circumstance, which is human and forgivable, but in a pattern that I can prove from beginning to end in a pattern followed by an alleged lawyer who should have known better and uphold the law and the oath that you swore.
- What I am referring to is a serious consequence to you and regardless of the outcome of court proceedings I would consider my options afterwards without question to report this bad faith to the bar associations that you are associated although as of the state of the writing of this letter, I cannot find you in The or associations for either the state of Florida or North Carolina, but have identified your employer

Quote from Luther's letter:

"I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. "

My response:

" I believe you do have the ability to confirm or deny the presence of any specific alleged items of my personal property left on your property at the conclusion of my lease and listed in addendum B of my tenant dispute letter. In fact, I know you do because you did the move out inspection on September 4, 2024 as your claim on dispute letter stated. I observed you at the house several times as I waited for a response to get my personal property which you ignored being a man of intelligence and good way with all I do not doubt you have the ability to confirm or deny the presence of any specific alleged items

"Do you have proof that all the alleged items were left at the premises when you vacated?"

My response :

This is a legal attempt to shift the burden of proof off of yourself before moving into next phases of a developing legal matter. My tenant dispute letter, clearly put that burden on you.. it is you who should this move forward into proceedings through the legal system who would have to bear the burden of proof and showcase that what I declare I am aware of that being my personal property remaining on your residential property must be approved otherwise and you must speak to why the word barbecue is used to market the backyard amenities and prove that that grill was not on the property at the time that ad was posted across multiple rental websites. I will not address that question as you have positioned it because it is a legal tactic that is equal to the shallowness of your repeated attempted phone calls to put me in a position where you are prepared as a lawyer and I am just a every day citizen without your legal expertise

Quote from Luther's letter:

"Did you and/or other parties leave personal property without my permission in, on and around the premises?"

My response :

I have already provided a full list as noted in addendum B of my tenant dispute. Zak has full

communication via text message that I had to presume was shared with you as Zak was in his paralegal and was my main point of contact for the majority of the lease. His tax records will show the reasoning for personal property left behind as the large storm that flooded parts of Gulfport and knocked over fences like yours, including delaying the city of Gulfport trash pick up to the point where my Movers canceled on the Friday before Labor Day on the day of my move and the last day of August 2024. In those text messages, you will see a prior tenant who is very eager and willing to work around any schedule and although you cite my text message stating the intent to leave and definitely honor around September 4, 2024 I have records that show I stayed a full additional week longer than communicated, but I was asked by my lawyer to not Push you while you follow the statute of the state of Florida by providing me a written list of items and a provided window of time to acquire them, but after a full week went by, I left and made arrangements with a friend who had agreed to pick up my property during the window of time that I expected to receive from my landlord that being you Luther so even though I was leaving the state of Florida, that does not remove your liability from following the state statute as it would not be unordinary for a tenant to make arrangements for a professional removal company or a set of friends to go pick up the personal belongings, you quote my text message as if I am the only person in the world who's capable of picking up objects and putting them in a truck, but I had arranged to respond to the laws I expected you to follow and even though I was leaving that night and changed my plans to stay another week and even though I left a week later on around September 11, 2024 I had multiple options from professional companies to friends in line to pick up my personal property off your residential property

Quote from Luther's letter:

I have not converted or sold any personal property that I reasonably believed was left behind/ abandoned by you.

My response :

As I am aware of all of the items in addendum B from my tenant dispute letter being and remaining on your property as of the date of that tenant dispute letter I issued via certified mail, I am confident, that since you would not have the evidence to disprove the property is not, and it was not there at the time. I'm aware that it was then I'm also confident that marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term, but did not use that terminology for the previous lease term when a grill did not exist in your backyard nor was it a amenity you marketed and I am confident the courts will see that as conversion

Again, the only reasoning you've provided for assuming my property was abandoned was your snippet of words from a text message that was longer than you quoted and spoke to me leaving for it indefinitely, but again the Florida state statutes put the burden of responsibility on you as the landlord to follow through with putting a window of time to recoup personal property and the list of items that you will consider abandoned should they be left on the property past the dates you provide me to pick up the items and secondly, you implied the assumption that I am the only person physically able to recoup the items where I have stated here in this letter that I stepped back to let you follow the statute of a landlord in the state of Florida and was ready to respond if I was still in the state within the first week after moving out or should you provide dates after my time in Florida I was fully prepared to have either a professional removal company or friends, kind enough to drive a pick up truck to the house and get it for me as I would have appointed them permission and notified you of their estimated time of arrival

Quote from letter:

"Furthermore, I am not responsible for storing personal property items that you knowingly had delivered to and/or left behind at the premises after the lease expired."

My response :

You were never asked to store personal properties and I have shipment records, each of which aligned to one item on the addendum B record from my tenant dispute letter, perfectly correlate to August deliveries or prior with not a single item on my addendum B list that has a delivery date after my lease term so for you to state that I knowingly had deliveries after the lease term, and am now citing those deliveries as items on my addendum B list of personal property left behind that is an egregious and erroneous accusation one of which I will happily disprove to your dismay. Again to reiterate, not a single item on my addendum B list of personal properties left behind Was there a single item that arrived at your home after August 31, 2024, which is the last day of my lease term

Quote from letter:

"Despite all the above, I believe we should be able to resolve this"

My response:

My offer for settlement remains gracious and amicable. But it remains firm and unwavering from my tenant dispute letter, which equals 1/2 of the security deposit being returned to me and the full

value of my personal belongings.

Quote from letter:

" I have photos of the premises both before and after your tenancy I have photos of each area outlined in my claim for security deposit I have photos of the damages outlined in my security deposit claim I have witnesses to the condition of the premises after your tenancy I have witnesses to your negligent treatment of the premises I have receipts for removal of excessively damaged items, garbage & trash from the premises"

My response:

" if you have these things how you state you do I invite you to look at the wording that you used in your claim on security deposit letter to me the wording that you used on October 1, 2024 when writing that letter spoke of the damages you would incur not the damages you did incur. The letter spoke of repairs that would have to be done and clean up that would have to be made. Again, you wrote this letter on October 1, 2024 and you mailed it on October 2, 2024, but the property was listed for rent on October 5, 2024, so it's clear to me that you used wording of future tense damages, and the future effort you would endure, as well as the cost to be paid in the future as a result of my tenancy. But again three days after mailing your letter, the property was marketed for rent.

If you are telling me now, in your letter written on November 8, 2024 in response to my tenant dispute letter, that you have all of the documented expenses for each line item, I don't see how that is possible . If all of the repairs damage is paid and efforts made in depart because of the damages, you alleged I committed and you wrote the claim on security deposit letter after all of those details have been accumulated and itemized you would have spoken and written in past tense and you would have provided the detail that you now state you have.

Further, in regardless of that future tense versus past tense wording, and the date you wrote the letter versus the date the property went up for release marketing. You are still in your second letter to me, only claiming to have the details that I kindly requested in my tenant dispute letter. It was your obligation and responsibility from the immediate onset at the time of issuing, your claim on security deposit letter to provide all of the details you are now referencing you have, but are choosing to not disclose. My tenant dispute letter pointed out that you did not follow the state statute and provide me with enough evidence and detail to evaluate, justify, agree with or disagree with which is what the law speaks to as it relates to your responsibility your broadbrush stroke, Language and accusations as cited in my tenant dispute letter were incredibly omissive, which was

coupled by an arrogance to just take what you want to take without following the state statute that protect the tenant landlord relationship, and the rights of me the tenant

Still in the second letter, which was your response to my tenant dispute, the arrogance continues as you speak speak to emotional feelings and being disheartened and disappointed as if you are the righteous one, and being addressed the way I am addressing you is something other than my full legal right to do so. I believe you wrote your letter in response to my tenant dispute to reposition the perspective of any arbitrator, mediator, jury, or judge. But the pattern I can prove beyond a shadow of doubt breaches the precipice of ignorance or negligence or even stupidity, and stretches into the realm of bad faith.

Quote from letter:

"I have texts from you that contradict your Response claims"

My response :

We have the exact same text message records, Luther I am the one who has provided you these records without omitting critical parts as you did when quoting a text message from me to you in an effort to remove your liability and in an effort to point to that one snippet of text with a larger body of text as your justification for considering my property abandoned

Further I invite you to request that Zach Steinberger provide you all the text message correspondence that he and I had . I assume as your proxy and declared paralegal to you a lawyer on the Florida bar association would have had the responsibility to share all of the information that I gave him, but should that have been a gross oversight on both of your parts you will be missed to not gather that communication record

Further because it exists, and because it speaks and supports everything I have to say here it will be required evidence and I hear by require you and Zach Steinberger to take the time to collect all of your records and prohibit you from tampering with deleting or expunging or inhibiting the ability to subpoena or collect those records During a legal proceeding

Quote from letter:

"I propose as full settlement and compromise of all matters between us the following:

1.) Refund you \$1,500 of the security deposit; and
2.) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises; and

3.) All parties mutually waive and relinquish their rights to any further litigation regarding these matters as allowed by law."

My response :

I will not accept your offer that is arbitrarily made up without any degree of clarity and specificity as declared your responsibility by state mandated statutes that provides me with enough clarity and without confusion to address why you are keeping \$3000 of the \$4500 security deposit

By offering an additional \$500 for my personal property, which is again arbitrary on top of the \$1500 you offered to return for the security deposit, you are implying to me that you know well about the personal property and your liability at stake.

This is unacceptable and is irresponsible as a landlord, and professionally concerning considering it is coming from a landlord with a 10 year career as a legal professional, where in your public profiles, declare your expertise in real estate transactions.

It is that background of professional expertise as a lawyer, and the entrepreneurial endeavors of a business, owning landlord that holds you to the highest degree of accountability above and beyond a normal citizen who embark on owning a renting real estate in the state of Florida. It is that background coupled with the very detailed and very specific pattern of not negligence or ignorance, but a bad faith that can be evaluated outside of my own judgment in the legal process moving forward should settlement not be agreed upon

Again, I reject your offer of \$2000 as a settlement for this issue

I will restate what I believe to be an offer that is generous on my part. It is good faith on my part to offer you 1/2 of the security deposit even without your alleged detail that you will have to provide me along with any declining response as that is detailed that should've been included in the claim on deposit letter, and certainly without question should have been included in your response to my tenant dispute, which specifically requested that information in which you only stated or bluffed the fact that you have it but for whatever reason decided to omit it once again

Option 1: Immediate Settlement

Payment to Me:

- Full Value of Personal Property: \$4,210.62
- Half of Security Deposit: \$2,250.00
- Total Payment: \$6,460.62

Terms:

- No Further Action: Upon receipt of this payment, I will consider the matter fully resolved and will not pursue additional legal action regarding this issue.
- This option allows for a swift and mutually beneficial resolution with minimal effort on your part.

Option 2: Full Compliance and Reconciliation

- Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and allegations, including:
- Detailed Itemization: Specific damages and associated costs.
- Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.
- Inventory List: A complete inventory of items allegedly missing or damaged in any sort of proof that a fully executed copy was attached as an addendum to the lease, and signed by all parties and available to me at the time of move out
- Adjust Claims Accordingly: We reconcile any discrepancies based on the provided evidence. You return any unsubstantiated portion of the security deposit and address the issue of my personal property.
- further, you are required to address all my request for information in the tenant dispute letter, including proof of ownership of Florida residences that you have on the market to be leased or are currently being leased
- You must review all requests in my tenant dispute letter include those not mentioned here in option B as these are only requests under state statutes that you admitted or that I have a right to request
- Legal Compliance: Ensure full adherence to Florida statutes in all communications and actions to avoid litigation.- although you ignored this line item completely, and moved forward to try and coerce me into a phone call not once not twice but multiple times with voicemails and a text message. You again once again reminded that I have declared a channel of communication that you must act in accordance with and only reply by certified mail

This option requires significant effort on your part to meet the full burden of proof as mandated by law. And although the above speaks to burden of proof as it relates to the security deposit and alleged damages, you claim, you must also provide me your evidence to remove your burden of proof as it relates to my personal property and my allegations that you converted personal property and my awareness that my personal property remained on your residential property without following the state statutes of personal belonging recovery while at the same time marketing a specific real mention an addendum B as barbecuing as a backyard amenity which I can show you your ad from last year, as it did not contain the same advertisement of amenities

Option 3: Legal Action

No Response or Inadequate Resolution: If you do not respond appropriately within 15-day period

starting the day after you sign to receive the certified letter will proceed with legal action. Should we reach this point I will no longer be an active participant in negotiations.

Several instances in your course of harassing communication, you spoke to your understanding of the law as your belief that we should be amicable as part of a course of strategy to get me on a phone call with you who is a lawyer.

I will inform you of the laws. To be amicable is not the law, however, I have been anything but amicable. Refusing to go outside of the balance that I set does not make me non-amicable, but rather prudent and careful. Rather the law speaks pursuing and participating in all potential negotiations to resolve this matter amongst ourselves with litigation and taking up the courts resources as a last resort option.

Given you a failed repeatedly to give me any information that is required by you given your harassing course of nature, giving your history of not acting upon making our home a safe and habitable place to live despite a break-in that resulted in a physical altercation with a criminal who had nine felonies and 40 arrests in an instance where you were immediately were notified and provided the criminal record of that individual, I do not trust that the landlord, I write this letter to will do anything other than follow the pattern that has existed since the inception of our legal relationship

However, option be provides the opportunity to wipe the slate and close this with a finalize negotiation and should we reach a conclusion where option a is settled. I will agree in writing to withhold what my immoral instinct employs me to do which is to report my well documented reasoning for concern to the Legal bars of association in which you serve companies and the general public under.