

1 # Legal Response
2
3 ****1. Your Statement****
4
5 *"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."*
6
7 ****Response**:**
8
9 While I appreciate your perspective, the facts documented throughout our tenancy and during this
dispute contradict your characterization. The issues I raised—specifically regarding unresolved
maintenance requests, failure to secure the property following the break-in, withholding of my
security deposit without proper itemization, and your disregard for my personal property—
demonstrate non-compliance with Florida landlord-tenant statutes. These are legal matters, not
personal accusations.
10
11 ****2. Your Statement****
12
13 *"I have a copy of the written lease signed by you."*
14
15 ****Response**:**
16
17 I acknowledge the signed lease agreement, which is attached to this correspondence for reference.
However, the lease does not absolve you of your obligations under Florida law, including your
duties to maintain the property, return the security deposit with proper itemization, and
handle personal property appropriately.
18
19 ****3. Your Statement****
20
21 *"I have a copy of the inventory signed by Melissa when you moved in."*
22
23 ****Response**:**
24
25 I formally request that you provide a copy of this inventory. Neither I nor Melissa retained any
record of this document. Additionally, without photographic evidence or detailed descriptions,
any claims of damage or missing items lack a verifiable basis.
26
27 ****4. Your Statement****
28
29 *"I have photos of the premises both before and after your tenancy."*
30
31 ****Response**:**
32
33 I request copies of these photos for review. This evidence should substantiate your claims of
damage, including the specific walls, furnishings, and other items mentioned in your original
claim on the security deposit.
34
35 ****5. Your Statement****
36
37 *"I have receipts for removal of excessively damaged items, garbage & trash from the premises."*
38
39 ****Response**:**
40
41 If you have receipts for these claims, they should have been included in your original security
deposit claim letter as required by Florida Statute §83.49(3)(a). Failure to provide these
within the specified timeframe voids your ability to withhold the deposit for these reasons.
42
43 ****6. Your Statement****
44
45 *"I have texts from you that contradict your Response claims."*
46
47 ****Response**:**
48

49 I request copies of these texts for review. To my knowledge, all communication aligns with my claims and is supported by evidence. For example, I have documented text messages and emails where I explicitly requested the retrieval of my personal property and where I informed you of the security concerns following the break-in on March 26, 2024.

50

51 ****7. Your Statement****

52

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

54

55 ****Response**:**

56

57 Your inability to confirm or deny the presence of my personal property further supports my claim of unlawful conversion. Your current rental listing advertises "barbequing" as an amenity, which suggests the continued presence of my Weber Spirit E-310 Propane Grill. I have attached screenshots of this listing as evidence.

58

59 ****8. Your Statement****

60

61 **"I propose as full settlement and compromise of all matters between us the following: Refund you \$1,500 of the security deposit; and Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises."**

62

63 ****Response**:**

64

65 I respectfully reject this settlement offer as it does not adequately address the legal violations or financial losses I have incurred. My total claim of ****\$8,710.62**** represents:

66

67 • Full return of my ****\$4,500 security deposit****;

68

69 • Compensation for my ****\$4,210.62 in personal property**** (value minus depreciation).

70

71 Additionally, I reserve the right to pursue statutory, punitive, and emotional distress damages should this matter proceed to litigation.

72

73 ****9. Your Statement****

74

75 **"We need to talk and reach an agreement and put this matter behind us."**

76

77 ****Response**:**

78

79 While I appreciate your willingness to resolve this matter, I reiterate that all communications must remain in writing. This is not only for clarity but also to ensure a documented record of all interactions

80

81 **1. General Principles Governing Legal Practice and Misrepresentation**

82

83 In the state of Florida, the unauthorized practice of law (UPL) and the misrepresentation of one's status as a lawyer are serious offenses that can carry significant legal and ethical consequences.

84

85 • Florida Bar Rule 4-7.13: Misrepresentation is explicitly prohibited in any professional or personal capacity. This rule applies not only to licensed attorneys but also to individuals who are not licensed but represent themselves as legal professionals.

86

87 • Florida Statute §454.23: It is unlawful for anyone not licensed as an attorney in Florida to practice law or hold themselves out as qualified to do so. Violating this statute can lead to criminal penalties, including misdemeanor or felony charges depending on the context.

88

89 • Rule 4-8.4(c) of the Florida Rules of Professional Conduct: Lawyers are prohibited from engaging in dishonesty, fraud, deceit, or misrepresentation. While this rule applies directly to licensed attorneys, a non-attorney who falsely claims to be a lawyer may still be subject to UPL sanctions.

90

91 2. Florida Bar's Oversight of the Unauthorized Practice of Law

92

93 The Florida Supreme Court regulates the practice of law in the state, delegating UPL investigations to the Florida Bar. Common forms of UPL include:

94

95 • Representing others in legal matters without being licensed to do so.

96

97 • Drafting legal documents or giving legal advice without proper authorization.

98

99 • Misleading others into believing one is an attorney, including using misleading email addresses, titles, or verbal claims.

100

101 The Florida Bar has a well-established process for investigating and prosecuting UPL claims. Individuals harmed by misrepresentation can file complaints with the Florida Bar.

102

103 3. Ethical and Legal Considerations for Misrepresentation

104

105 Misrepresentation of legal status has several implications:

106

107 • Unethical Conduct: If Luther J. Rollins, Jr. verbally claimed to be an attorney and used email addresses like "luther2law@gmail.com" to reinforce this impression, it could be deemed misleading. Even if he holds a law degree but is not actively licensed, representing himself as an attorney in Florida without proper licensure is unlawful.

108

109 • Deceptive Conduct: Representing oneself as an attorney to tenants during a landlord-tenant relationship could constitute fraudulent or deceptive practices. This may also breach Florida's Deceptive and Unfair Trade Practices Act (FDUTPA) if the misrepresentation influenced any financial or contractual decision.

110

111 • Professional Implications: If Rollins is licensed in another state (e.g., North Carolina) but not Florida, and he acted in a legal capacity in Florida, this could result in disciplinary action from the bar association in his home jurisdiction. Cross-state misrepresentation may have professional consequences in multiple states.

112

113 4. Use of a Non-Lawyer Disclosure Form

114

115 The "Nonlawyer Disclosure" form signed by Zach Steinberger and referenced in your lease agreement provides an additional layer of complexity. This document appears to serve two purposes:

116

117 • To clarify that Mr. Steinberger, as a real estate professional, is not acting as a legal representative.

118

119 • To ensure compliance with Rule 10-2.1(b) of the Rules Regulating the Florida Bar, which governs the permissible scope of nonlawyer activity (e.g., document preparation, real estate forms).

120

121 If Luther presented himself as an attorney but had you sign a nonlawyer disclosure form under Steinberger's name, this could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination.

122

123 5. Specific Implications in Your Case

124

125 • Verbal Representations: If Luther verbally claimed to be a lawyer during your tenancy, this could constitute misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute.

126

127 • Use of "luther2law@gmail.com": This email address reinforces the impression of being a licensed attorney. Courts may consider such representations as attempts to deceive or gain undue influence, particularly if no disclaimer was made clarifying his non-lawyer status.

128

129 • Impact on the Tenant-Landlord Relationship: Misrepresenting legal status could be used to intimidate tenants, discourage disputes, or manipulate negotiations. If Luther invoked his purported legal expertise during your interactions, this could constitute bad faith.

130

131 • Professional Consequences: If Luther is not a member of the Florida Bar, any legal advice or
representation he provided in Florida may constitute UPL. This could subject him to
investigation by the Florida Bar and potential criminal penalties under §454.23.

132

133 6. Reporting and Legal Remedies

134

135 If you believe Luther misrepresented his legal status:

136

137 1. File a Complaint with the Florida Bar: You can report potential UPL by submitting evidence (e.g.,
emails, verbal claims) to the Florida Bar's UPL department for investigation.

138

139 2. FDUTPA Claim: Misrepresentation of legal status may qualify as an unfair or deceptive practice
under FDUTPA, which could entitle you to damages if it caused harm.

140

141 3. Negotiate with Documentation: His alleged misrepresentation undermines his credibility. If this
issue goes to court, you can highlight this conduct as evidence of bad faith or fraud.

142

143 Conclusion

144

145 Based on the evidence and Florida law, Luther's misrepresentation—if proven—could have significant
consequences. At minimum, it undermines his credibility in the tenant-landlord dispute. If he
provided legal advice or used his alleged status as a lawyer to influence your decisions, you
have grounds to pursue complaints with regulatory authorities and include this as part of your
overall case.

146

147 —

148

149 Factor in the below and into the revised response letter

150

151 From the provided documents and details, here are the key points and suggestions to refine your
approach to this dispute. I will structure this response in alignment with Florida statutes and
legal precedent to ensure it addresses your concerns about your dispute letter and the
landlord's response.

152

153 Key Issues Identified in the Lease Agreement and Landlord Response

154

155 1. Inventory List and Personal Property Dispute:

156

157 • Your Argument: The landlord failed to provide an itemized inventory list as part of the lease, as
required to substantiate claims of damaged or missing property. Your dispute letter
appropriately references legal precedent, such as Johnson v. Baker and Durene v. Alcime, which
support your position.

158

159 • Suggested Strengthening: Emphasize that without an inventory list, the landlord lacks the
foundational evidence necessary to justify claims for "missing or damaged" items.

160

161 2. Security Deposit Handling:

162

163 • Your Argument: The landlord's notice of claim on the security deposit does not comply with Florida
Statute §83.49(3). Specific failures include:

164

165 • Lack of itemization for claimed damages.

166

167 • No disclosure about how the deposit was stored (interest-bearing account, etc.).

168

169 • Suggested Strengthening: Add a direct reference to Florida Statute §83.49(3)(a) and §83.49(2),
reiterating the landlord's obligation to maintain transparency about the security deposit's
location and handling.

170

171 3. Failure to Maintain Premises:

172

173 • Your Argument: You documented maintenance issues early in the lease, including a clogged kitchen
sink, a broken fence gate, and general neglect. These failures forced you to undertake
reasonable maintenance actions, including tree pruning, which the landlord now disputes.

174

- 175 • Suggested Strengthening: Highlight the landlord's obligation under Florida Statute §83.51 to maintain the premises in a habitable condition. Include additional details of unfulfilled promises, such as the fence repair, which directly impacted your safety.

176

177 4. Unauthorized Handling of Personal Property:

178

- 179 • Your Argument: The landlord mishandled your personal property after the lease ended and included items (e.g., the grill) in rental listings without your consent. Florida law defines such actions as conversion.

180

- 181 • Suggested Strengthening: Reference Florida legal definitions of conversion to underline the seriousness of the landlord's actions. Attach any available evidence (e.g., rental listings, photos of the grill).

182

183 5. Legal Precedent and Burden of Proof:

184

- 185 • Your Argument: The landlord's claims are speculative, lack evidence, and rely on unsupported accusations. Florida law requires landlords to provide clear evidence of tenant-caused damage beyond normal wear and tear.

186

- 187 • Suggested Strengthening: Expand your references to case law and include the principle that landlords bear the burden of proving damage with documented evidence.

188

189 Steps to Improve Your Tenant Dispute Letter

190

191 1. Address Specific Legal Requirements:

192

- 193 • Add a section explicitly outlining the landlord's failures to meet legal requirements under Florida law (e.g., §83.49, §83.51).

194

- 195 • Specify deadlines the landlord missed, such as providing proper notice of the security deposit claim or addressing maintenance requests.

196

197 2. Attach Supporting Evidence:

198

- 199 • Include all relevant evidence:

200

- 201 • Lease agreement pages showing the absence of an inventory list.

202

- 203 • Screenshots of the landlord's rental listings referencing your personal property.

204

- 205 • Photos, receipts, or witness statements related to maintenance issues or personal property left behind.

206

207 3. Include Your Proposed Resolution:

208

- 209 • Clarify your demands, such as a full refund of the security deposit and compensation for the mishandling of personal property. Ensure these demands are consistent with Florida statutes on damages.

210

211 4. Reiterate the Landlord's Pattern of Neglect:

212

- 213 • Strengthen the timeline of events to highlight a clear pattern of landlord negligence. Mention every documented communication about maintenance issues or property retrieval.

214

215 5. Request Mediation or Legal Action:

216

- 217 • If the landlord rejects your dispute, propose mediation or indicate your willingness to escalate the matter to small claims court. Florida statutes favor mediation in such disputes.

218

219 Treble Damages and Next Steps

220

- 221 • Treble Damages: Florida law may allow treble damages (triple the amount of financial harm) in

cases involving willful and unlawful acts, such as the conversion of personal property. To pursue treble damages:

- Establish that the landlord knowingly used your personal property without consent.
- Gather evidence of the financial harm caused by the landlord's actions.

If needed, I can draft an updated tenant dispute letter incorporating these points and ensuring compliance with Florida statutes. Let me know how you'd like to proceed!

Here are my notes organized in a memory of understanding to contribute to the exhaustive full reply re-draft has not noted at the end of this document

Comprehensive Legal Memorandum:

Analysis of Landlord-Tenant Dispute in:

Boerner v. Rollins

Residential Landlord-Tenant Dispute

Property Address: 2649 Tifton StS Gulfport, FL 33711

Pinellas County State of Florida

Stage of Developing

Landlord issued Claim on Security Deposit letter via Certified Mail

Prior Tenant responded with Tenant Dispute sent via Certified Mail

As if this writing on Monday, November 4th, 2024, Landlord has nine days to reply based on tenant request established in Tenant Dispute letter

Case No.: Pending

Case:

I. Executive Summary

This memorandum provides a comprehensive legal analysis of the landlord-tenant dispute between Mr. Stephen Boerner (Plaintiff/Tenant) and Mr. Luther J. Rollins, Jr.

(Defendant/Landlord), a licensed attorney and property owner. The dispute centers on a series of alleged violations of Florida landlord-tenant laws, negligence, and acts of harassment, resulting in significant emotional and financial damage to Mr. Boerner.

The landlord's professional status as an attorney underscores the expectation of adherence to higher legal and ethical standards, yet evidence points to willful misconduct and statutory non-compliance.

The tenant's lease at 2649 Tifton St. S., Gulfport, FL commenced in October 2023 and included standard clauses for maintenance obligations and security deposit handling.

Problems began early when Mr. Boerner reported an urgent maintenance issue—a severely clogged kitchen sink—that the landlord neglected to address, forcing the tenant to resolve it himself. This initial act of inattention foreshadowed more severe breaches of duty.

On March 26, 2024, a significant security breach escalated the situation when an intruder accessed the property through a compromised fence gate. The incident culminated in a physical confrontation, with Mr. Boerner subduing the perpetrator until law enforcement arrived, as documented in a police report. During the altercation, Mr. Boerner suffered physical harm while

defending his home and family, underscoring his vulnerability and the landlord's failure to maintain safe premises.

This confrontation was preceded by car break-ins affecting both Mr. Boerner's vehicle and a neighbor's, evidencing the area's high crime risk.

Despite these events, Mr. Boerner's proactive request for enhanced security measures, including reinforced metal gates and the installation of security cameras consistent with other neighborhood properties, was met with conditional and ultimately insufficient responses from Mr. Rollins. Although the landlord initially acknowledged the need for a secure gate, he later reversed his commitment, leaving Mr. Boerner's safety concerns unresolved.

The culmination of these issues occurred when Mr. Boerner vacated the property in September 2024. Storm-related delays affected the tenant's departure, during which some personal property, such as a Weber Spirit E-310 Propane Grill, was left behind.

Despite documented efforts by Mr. Boerner to retrieve his belongings, Mr. Rollins ceased communication and unlawfully retained the tenant's property, later using it to market the rental. These actions constitute a violation of Florida Statute §715.104 regarding notice requirements for abandoned property and meet the legal criteria for conversion under Florida case law.

The landlord's handling of the security deposit further exemplifies procedural violations. On October 1, 2024, Mr. Rollins issued a "Notice of Intention to Impose Claim on Security Deposit" that failed to provide the itemization mandated by Florida Statute §83.49. Notably, the notice listed an incorrect zip code for the response address, delaying Mr. Boerner's certified reply and impeding his right to contest the claim within the statutory timeframe. Documentation from the USPS corroborates these delivery delays, adding weight to the tenant's argument of procedural impropriety and bad faith.

Adding to the tenant's distress, Mr. Rollins engaged in repeated, unsolicited communications-despite requests for written correspondence only-which intensified Mr. Boerner's pre-existing PTSD, as substantiated by medical records. This behavior is consistent with harassment under Florida Statute §784.048, which prohibits conduct causing substantial emotional distress without legitimate purpose.

Mr. Rollins' status as an attorney heightens the gravity of these violations. His failure to comply with statutory obligations, combined with the documented pattern of neglect and harassment, may constitute ethical breaches under the Florida Bar Rules of Professional Conduct, including conduct involving dishonesty and acts prejudicial to the administration of justice.

The evidence laid out in this memorandum and its supporting appendices indicates a strong basis for pursuing restitution of the security deposit, recovery for the conversion of personal property, compensatory damages for emotional distress, and potentially punitive damages. It is recommended that pre-litigation steps, such as a formal demand letter and exploration of alternative dispute resolution, be taken to encourage settlement. Should these measures fail, proceeding with litigation and filing complaints with relevant professional oversight bodies may be warranted to ensure accountability and justice for Mr. Boerner.

This version elevates the narrative by emphasizing the landlord's professional obligations, the timeline and escalation of events, and the strategic implications of pursuing the case.

II. Parties Involved

Name: Stephen Boerner

Current Address: 424 North New St., Bethlehem, PA 18018

- Former tenant, diagnosed with PTSD due to home invasion resulting in physical altercation with intruder on the rental premises. Invasion was a result of known deterioration of entry gates. Condition of PTSD exacerbated by the landlord's inaction to improve security and follow-up harassment once Landlord received Tenant Dispute letter along with multiple coercive attempts to influence a phone call to the advantage of the Landlord given his profession as a lawyer.

298
299 Contact Information:
300
301 Name: Luther J. Rollins, Jr.
302
303 Business Name: Amarlu Enterprises
304
305 Address: 231 Government Ave. S.W., #3097, Hickory, NC 28603 Status: Licensed attorney and property
owner
306
307 Contact Information:
308
309 III. Factual Background
310
311 A. Lease Agreement and Initial Tenancy
312
313 Lease Term: October 2023 - September 2024
314
315 A. Tenant
316
317 •
318
319 Status:
320
321 B. Landlord
322
323 Phone: Email:
324
325 Phone: Email:
326
327 Monthly Rent: \$4,500 Security Deposit: \$4,500
328
329 Property Type: Residential rental property, fully furnished Key Lease Provisions:
330
331 Landlord's obligation to maintain the premises Procedures for handling the security deposit Tenant's
responsibilities regarding property care
332
333 B. Maintenance Issues
334
335 • October 2023: Tenant reports a severely clogged kitchen sink.
336
337 • Tenant's Action: Multiple attempts to contact the landlord for repairs; no response received.
338
339 • Resolution: Tenant purchases a drain cleaner for \$15 and resolves the issue independently.
340
341 • Implication: Early indication of the landlord's neglect in fulfilling maintenance obligations.
342
343 • Evidence: Communication attempts documented in Appendix C.
344
345 C. Security Breach and Safety Concerns
346
347 • March 26, 2024: A break-in occurs at the property.
348
349 • Details:
350
351 • Intruder entered through a deteriorated fence gate.
352
353 • Tenant's personal property disturbed; minor damage to furniture.
354
355 • Evidence: Police report in Appendix C-1.
356
357 • Tenant's Action: Informs the landlord and requests repairs to the fence gate and permission to
install security cameras.
358

359 • Evidence: Communication records in Appendix C-2.
360
361 • Landlord's Response:
362
363 • Conditionally approves the installation of cameras without drilling.
364
365 • Fails to address the repair of the fence gate.
366
367 • Result: Tenant's safety concerns remain unaddressed, leading to increased anxiety and exacerbation
of PTSD.
368
369 .
370
371 .
372
373 • Evidence: Medical records documenting increased PTSD symptoms in Appendix D.
374
375 D. Move-Out and Tenant's Personal Property Left Behind
376
377 • September 2, 2024: Tenant vacates the property.
378
379 • Reason for Delay: Storm-related issues causing delays in moving and garbage collection.
380
381 • Tenant's Personal Property Left: Weber Spirit E-310 Propane Grill and other items.
382
383 • Evidence: Itemized list and photographs in Appendix F.
384
385 • Tenant's Action: Makes documented attempts to retrieve belongings; communication from the landlord
ceases.
386
387 • Evidence: Emails and texts in Appendix C-3.
388
389 E. Security Deposit Dispute
390
391 • October 1, 2024: Landlord sends a "Notice of Intention to Impose Claim on Security Deposit,"
claiming the entire \$4,500 for unspecified damages.
392
393 • Notice Deficiencies: Lacked itemization and specific reasons for withholding.
394
395 • Evidence: Copy of the notice in Appendix G-1.
396
397 • October 5, 2024: Tenant receives the notice.
398
399 • October 18, 2024: Tenant sends a formal dispute letter via certified mail.
400
401 • Content: Addresses each claim, disputes unsupported charges, requests itemization and evidence.
402
403 • Evidence: Formal dispute letter in Appendix G-2 with proof of delivery.
404
405 • Landlord's Response: Begins making unsolicited phone calls and text messages despite tenant's
request for written communication only.
406
407 • Evidence: Phone logs and messages in Appendix C-4.
408
409 F. Harassment and Emotional Distress
410
411 • Post-Dispute Communication:
412
413 • Landlord makes multiple unsolicited phone calls and sends text messages.
414
415 • Tenant experiences increased stress and aggravation of PTSD symptoms.
416
417 • Evidence: Medical records in Appendix D.
418

419 • Pattern of Harassment:

420

421 • Evidence: Chronological documentation of communications in Appendix C-4.

422

423 IV. Legal Issues and Statutory Violations

424

425 A. Improper Handling of Security Deposit

426

427 1. Violation of Florida Statute §83.49(3)

428

429 • Statutory Requirements:

430

431 • §83.49(3)(a): Landlord must give written notice by certified mail within 30 days of tenant
vacating, stating intent to impose a claim and the reasons for it.

432

433 • §83.49(3)(b): Tenant has 15 days to object in writing to the landlord's claim.

434

435 • §83.49(3)(c): Failure to provide the required notice within 30 days forfeits the landlord's right
to impose a claim, and the landlord must return

436

437 the deposit immediately.

438

439 • Specific Violations by Landlord:

440

441 • Insufficient Notice: The notice lacked sufficient detail and itemization of damages, preventing
the tenant from making an informed objection.

442

443 • Evidence: Copy of the notice in Appendix G-1.

444

445 • Lack of Evidence: No documentation provided to support the deductions from the security deposit.

446

447 • Withholding Entire Deposit: Retained the entire \$4,500 without valid

448

449 justification.

450

451 • Relevant Case Law:

452

453 • Fipps v. Robinson, 612 So. 2d 686 (Fla. 1st DCA 1993): Landlords must provide specific reasons for
withholding deposits; vague statements are insufficient.

454

455 • Williams v. Ridge, 548 So. 2d 410 (Fla. 3d DCA 1989): Emphasizes the necessity of detailed notices
to comply with statutory requirements.

456

457 2. Legal Analysis

458

459 • Non-Compliance with Statutory Requirements:

460

461 • The landlord's failure to provide a detailed, itemized notice violates §83.49(3)(a).

462

463 • Under §83.49(3)(c), this non-compliance forfeits the landlord's right to impose a claim, and the
deposit must be returned.

464

465 • Bad Faith Withholding: • Requirement for Additional Damages:

466

467 • Additional damages and attorney's fees may be awarded if the landlord acted in bad faith.

468

469 • Bad faith must be demonstrated and is not presumed.

470

471 • Evidence of Bad Faith:

472

473 • Landlord's professional status as an attorney suggests knowledge of statutory requirements.

474

475 • Willful disregard for the law and failure to comply may constitute bad faith.

476

477 • Reference: Communications in Appendix C-4 show landlord's awareness and intentional non-compliance.

478

479 3. Potential Damages

480

481 • Return of Security Deposit: \$4,500

482

483 • Attorney's Fees and Court Costs: Recoverable if bad faith is proven under §83.49(3)(c).

484

485 B. Unlawful Retention and Conversion of Tenant's Personal Property

486

487 1. Violation of Florida Statute §715.104

488

489 • Statutory Requirements:

490

491 • Notice Requirement: Landlord must provide written notice to the former tenant regarding the disposal of personal property left on the premises.

492

493 • Content of Notice: Must describe the property and state that it will be disposed of if not claimed within a specified time.

494

495 • Specific Violations by Landlord:

496

497 • Failure to Provide Notice: No written notice was given to the tenant regarding the personal property left behind.

498

499 • Ignoring Retrieval Attempts: Landlord disregarded the tenant's documented efforts to retrieve belongings.

500

501 • Evidence: Emails and texts in Appendix C-3.

502

503 • Use of Tenant's Personal Property: Utilized the tenant's personal property (e.g., grill) to market the rental property.

504

505 • Evidence: Property advertisements in Appendix E.

506

507 • Relevant Statute:

508

509 • Florida Statute §715.109: Failure to comply with §715.104 may result in the landlord being liable for damages caused by the non-compliance.

510

511 2. Legal Analysis of Conversion

512

513 • Definition of Conversion in Florida Law:

514

515 • Conversion is the unauthorized act of dominion or control over another's personal property inconsistent with their ownership rights.

516

517 • Elements of Conversion:

518

519 1. Ownership: Tenant owns the personal property.

520

521 • Evidence: Receipts and photographs in Appendix F.

522

523 2. Unauthorized Control: Landlord exercised control over the property without consent.

524

525 • Evidence: Use of property in advertisements (Appendix E).

526

527 3. Deprivation: Tenant was deprived of possession and use of the property.

528

529 • Evidence: Documented retrieval attempts ignored by landlord

530

531 (Appendix C-3).

532

533 • Intent Not Required:
534
535 • Star Fruit Co. v. Eagle Lake Growers, Inc., 33 So. 2d 858 (Fla. 1948): Wrongful intent is not
necessary; the act of exercising control inconsistent with the owner's rights constitutes
conversion.
536
537 3. Potential Damages
538
539 • Value of Tenant's Personal Property: \$4,210.62
540
541 • Additional Damages:
542
543 • Recovery of Property's Value: Tenant may recover the value of the property under \$715.109.
544
545 • Attorney's Fees and Costs: May be awarded if the court finds landlord's actions were willful or
malicious.
546
547 C. Breach of Implied Warranty of Habitability
548
549 1. Violation of Florida Statute §83.51
550
551 • Statutory Requirements:
552
553 • Landlord must comply with applicable building, housing, and health
554
555 • Maintain structural components in good repair.
556
557 • Specific Violations by Landlord:
558
559 • Neglect of Maintenance: Failure to repair the clogged sink and deteriorated fence gate.
560
561 • Evidence: Maintenance requests in Appendix C-2.
562
563 • Compromised Security: Ignoring safety concerns after the break-in.
564
565 • Evidence: Communications and police report in Appendix C-1 and C-2.
566
567 • Relevant Case Law:
568
569 • Kravitz v. Dann, 399 So. 2d 377 (Fla. 3d DCA 1981): Landlords are obligated to maintain premises
in a condition that provides safety and habitability.
570
571 2. Legal Analysis
572
573 • Breach of Duty:
574
575 • Landlord's failure to maintain the property breaches the implied warranty of habitability under
§83.51.
576
577 • Causal Link to Emotional Distress:
578
579 • Neglected repairs contributed to the break-in, exacerbating tenant's PTSD.
580
581 • Evidence: Medical records in Appendix D.
582
583 3. Potential Damages
584
585 • Compensatory Damages:
586
587 • Cost of Repairs: \$15 for sink repair; potential costs for securing the property.
588
589 • Rent Abatement: For periods when the property was uninhabitable.
590
591 • Medical Expenses: Related to PTSD treatment exacerbated by the landlord's negligence.

592

593 D. Harassment and Emotional Distress

594

595 1. Violation of Tenant's Rights

596

597 • Specific Actions by Landlord:

598

- 599 • Unsolicited Communication: Continued phone calls and texts despite tenant's request for written communication only.

600

- 601 • Evidence: Phone logs and messages in Appendix C-4.

602

- 603 • Emotional Impact: Actions caused substantial emotional distress, worsening the tenant's PTSD.

604

- 605 • Evidence: Medical records in Appendix D.

606

607 • Relevant Statutes and Case Law:

608

- 609 • Florida Statute §784.048 (Stalking):

610

- 611 • Harassment Definition: Engaging in a course of conduct directed at a specific person that causes substantial emotional distress and serves no legitimate purpose.

612

- 613 • *Humphrey v. State*, 759 So. 2d 115 (Fla. 2000): Clarified elements of harassment and stalking.

614

- 615 • *Dominguez v. Equitable Life Assurance Society*, 438 So. 2d 58 (Fla. 3d DCA 1983): Established standards for intentional infliction of emotional distress.

616

- 617 • *Blanco v. Marcus*, 964 So. 2d 181 (Fla. 3d DCA 2007): Recognized harassment in landlord-tenant relationships leading to emotional distress.

618

619 2. Legal Analysis

620

621 • Harassment and Emotional Distress:

622

- 623 • Landlord's conduct meets the definition of harassment under §784.048.

624

- 625 • The repeated unsolicited communication caused substantial emotional distress, especially considering the tenant's PTSD.

626

627 • Intentional Infliction of Emotional Distress:

628

- 629 • Elements: 1.

630

- 631 • Outrageous Conduct: Landlord's persistent harassment despite knowing the tenant's mental health condition.

632

- 633 • 2. Intent or Reckless Disregard: Landlord acted with knowledge or reckless disregard of the effect on the tenant.

634

- 635 • 3. Causation: Direct link between landlord's actions and tenant's emotional distress.

636

- 637 • 4. Severity: Emotional distress was severe enough to require medical attention.

638

639 • Evidence Tying Actions to Claims:

640

- 641 • Appendix C-4: Demonstrates the pattern of harassment.

642

643 3. Potential Damages

644

- 645 • Appendix D: Medical records confirm the impact on the tenant's PTSD.

646

- 647 • Compensatory Damages:

648

649 • Medical Expenses: Costs for therapy and medication.
650
651 • Pain and Suffering: Non-economic damages for emotional trauma.
652
653 • Punitive Damages:
654
655 • May be awarded if conduct is found to be willful, malicious, or in reckless disregard of the
tenant's rights.
656
657 E. Negligence and Breach of Contract
658
659 1. Failure to Fulfill Lease Obligations
660
661 • Contractual Obligations:
662
663 • Maintenance and Safety: Landlord agreed to maintain the property in a safe and habitable
condition.
664
665 • Specific Breaches:
666
667 • Neglected Maintenance: Failure to repair critical issues.
668
669 • Evidence: Documented in communications (Appendix C-2).
670
671 • Security Negligence: Not addressing the compromised fence gate leading to the break-in.
672
673 • Legal Analysis:
674
675 • Negligence Elements: 1.
676
677 Duty of Care: Landlord owed a duty to maintain the property safely.
678
679 2. Breach of Duty: Failure to perform necessary repairs.
680
681 3. Causation: The breach directly led to the break-in and tenant's damages.
682
683 2. Potential Damages
684
685 4. Damages: Property damage and emotional distress resulted.
686
687 • Monetary Damages:
688
689 • Property Damage: Costs to repair or replace damaged items.
690
691 • Increased Security Measures: Expenses incurred by the tenant to secure the property.
692
693 • Consequential Damages:
694
695 • Additional losses stemming from the landlord's breach.
696
697 V. Aggravating Factors
698
699 A. Landlord's Professional Status
700
701 • Licensed Attorney:
702
703 • Higher Standard of Conduct: As an attorney, the landlord is presumed to have knowledge of legal
obligations and statutory requirements.
704
705 • Ethical Obligations: Potential violations of the Florida Bar Rules of Professional Conduct,
specifically:
706
707 • Rule 4-8.4(c): Prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation.
708

709 • Rule 4-8.4(d): Prohibits conduct that is prejudicial to the administration of justice.
710
711 • Evidence of Bad Faith:
712
713 • Professional knowledge suggests that violations were willful and in bad faith.
714
715 • Supports claims for additional damages and attorney's fees.
716
717 • Evidence: Pattern of conduct documented in Appendix C and failure to comply with statutory
requirements.
718
719 B. Pattern of Willful Misconduct
720
721 • Repeated Negligence:
722
723 • Consistent failure to address maintenance and security issues.
724
725 • Conversion of Tenant's Personal Property:
726
727 • Unauthorized use and retention of the tenant's belongings.
728
729 • Harassment:
730
731 • Persistent unwanted communication despite clear instructions to cease.
732
733 VI. Damages Summary
734
735 1. Return of Security Deposit: \$4,500
736
737 2. Value of Tenant's Personal Property Converted: \$4,210.62 3. Compensatory Damages for Emotional
Distress and Negligence: Amount to be determined based on medical expenses and suffering.
738
739 4. Attorney's Fees and Court Costs: Recoverable if bad faith is established.
740
741 5. Punitive Damages: Subject to statutory caps and court discretion.
742
743 Total Estimated Damages (excluding punitive damages and emotional distress):
744
745 VII. Potential Outcomes Analysis
746
747 A. Low Outcome Scenario
748
749 • Return of Security Deposit: \$4,500
750
751 • Value of Tenant's Personal Property: \$4,210.62
752
753 • Compensatory Damages for Emotional Distress and Negligence: \$5,000 • No Punitive Damages Awarded
754
755 • Attorney's Fees and Costs: Not awarded
756
757 Total Recovery: \$13,710.62
758
759 B. Medium Outcome Scenario
760
761 • Return of Security Deposit: \$4,500
762
763 • Value of Tenant's Personal Property: \$4,210.62
764
765 • Compensatory Damages for Emotional Distress and Negligence: \$25,000
766
767 • Punitive Damages: \$50,000 (if court finds willful misconduct) • Attorney's Fees and Costs: \$10,000
768
769 \$8,710.62
770

771 Total Recovery: \$93,710.62

772

773 C. High Outcome Scenario

774

775 • Return of Security Deposit: \$4,500

776

777 • Value of Tenant's Personal Property Converted: \$4,210.62 • Compensatory Damages for Emotional Distress and Negligence: \$75,000

778

779 • Punitive Damages: \$225,000 (maximum under statutory caps) • Attorney's Fees and Costs: \$20,000

780

781 Total Recovery: \$328,710.62

782

783 Note on Punitive Damages Caps and Court Discretion:

784

785 • Statutory Caps: Under Florida Statute §768.73(1)(a), punitive damages are capped at three times the amount of compensatory damages or \$500,000, whichever is greater.

786

787 • Court Discretion: Courts have the discretion to reduce punitive damages if deemed excessive or disproportionate to the compensatory damages awarded.

788

789 • Proportionality Consideration: The high outcome scenario represents the maximum potential recovery, but actual awards may be lower based on judicial discretion.

790

791 Clarification on Statutory Damages:

792

793 • Under §83.49(3)(c): Attorney's fees and court costs may be awarded if the landlord's withholding of the deposit is found to be in bad faith.

794

795 • Bad Faith Factors:

796

797 • Landlord's professional status as an attorney.

798

799 • Willful non-compliance with statutory requirements.

800

801 • Evidence of intentional misconduct.

802

803 VIII. Procedural and Pre-Litigation Considerations

804

805 A. Pre-Litigation Obligations

806

807 • Demand Letter Strategy:

808

809 • Purpose: Formally notify the landlord of the claims and provide an opportunity to settle before litigation.

810

811 • Best Practices:

812

813 • Include a specific deadline for response (e.g., 14 days).

814

815 • Outline the legal basis for claims and the remedies sought.

816

817 • Express willingness to engage in Alternative Dispute Resolution (ADR).

818

819 B. Alternative Dispute Resolution (ADR)

820

821 • Mediation: • Benefits:

822

823 • Cost-effective and faster resolution.

824

825 • Confidentiality of proceedings.

826

827 • Opportunity for creative solutions.

828

829 • Potential Outcomes:
830
831 • Settlement agreements that may include monetary compensation and non-monetary terms.
832
833 • Arbitration: • Considerations:
834
835 • Binding decision by a neutral arbitrator.
836
837 • May limit the ability to appeal.
838
839 • Consequences of Refusal to Engage in ADR:
840
841 • Courts may view refusal unfavorably, potentially impacting attorney's fees and costs awards.
842
843 C. Reporting Professional Misconduct
844
845 • Florida Bar Complaint & Potential Violations:
846
847 • Rule 4-8.4(c): Conduct involving dishonesty, fraud, deceit, or misrepresentation.
848
849 • Rule 4-8.4(d): Conduct prejudicial to the administration of justice.
850
851 • Procedure:
852
853 • File a formal complaint with the Florida Bar outlining the ethical violations.
854
855 • Implications for Landlord:
856
857 • Possible disciplinary actions, including reprimand, suspension, or disbarment.
858
859 IX. Evidence and Supporting Documentation
860
861 A. Lease Agreement
862
863 • Details terms and obligations of both parties, including maintenance responsibilities and security
864 deposit handling procedures.
865 • Reference: Full lease agreement in Appendix H.
866
867 B. Correspondence
868
869 • Text Messages and Emails:
870
871 • Maintenance requests and landlord's responses (Appendix C-2).
872
873 • Tenant's attempts to retrieve personal property (Appendix C-3).
874
875 • Cross-Referencing:
876
877 • Evidence organized chronologically to demonstrate patterns of negligence and harassment.
878
879 C. Phone Records and Voicemails
880
881 • Evidence of Harassment:
882
883 • Logs showing multiple unsolicited calls and messages (Appendix C-4).
884
885 • Voicemail recordings illustrating the landlord's disregard for tenant's requests.
886
887 D. Police Report
888
889 • Incident Details:
890
891 E. Medical Records

892
893 • Break-in on March 26, 2024.
894
895 • Police findings and recommendations (Appendix C-1).
896
897 • PTSD Diagnosis:
898
899 • Documentation of diagnosis prior to tenancy.
900
901 • Impact of Landlord's Actions:
902
903 • Medical professional statements linking exacerbation of PTSD to the landlord's conduct (Appendix
D).
904
905 F. Property Advertisements
906
907 • Screenshots and Listings:
908
909 • Evidence showing tenant's personal property used in marketing
910
911 (Appendix E).
912
913 • Comparative Analysis:
914
915 • Comparing previous listings to demonstrate the landlord's new use of tenant's property.
916
917 G. Receipts and Proof of Ownership
918
919 • Documentation:
920
921 • Receipts for tenant's personal property left behind (Appendix F).
922
923 • Photographs taken before move-out.
924
925 H. Formal Dispute Letter
926
927 • Tenant's detailed objections to the landlord's security deposit claim (Appendix G-2).
928
929 • Proof of certified mailing and delivery.
930
931 X. Legal Remedies and Next Steps
932
933 A. Potential Legal Actions
934
935 Civil Lawsuit:
936
937 Breach of contract.
938
939 • Violations of Florida statutes (§83.49, §83.51, §715.104).
940
941 Conversion.
942
943 Intentional infliction of emotional distress.
944
945 Negligence.
946
947 • Content:
948
949 1.
950
951 • Claims:
952
953 • Relief Sought:
954

955 • Compensatory damages.

956

957 • Punitive damages.

958

959 • Attorney's fees and costs.

960

961 2. Professional Misconduct Complaint:

962

963 • Filing with Florida Bar Association:

964

965 • Alleging violations of ethical obligations under the Florida Bar Rules of Professional Conduct.

966

967 • Relevant Rules:

968

969 • Rule 4-8.4(c): Prohibits conduct involving dishonesty or misrepresentation.

970

971 • Rule 4-8.4(d): Prohibits conduct prejudicial to the administration of justice.

972

973 3. Complaint to Regulatory Agencies:

974

975 • Florida Department of Agriculture and Consumer Services.

976

977 • Florida Department of Business and Professional Regulation.

978

979 B. Jurisdiction and Venue

980

981 • Jurisdiction:

982

983 • Subject Matter: Florida Circuit Court (amount exceeds \$30,000).

984

985 • Personal Jurisdiction: Landlord owns property in Florida and conducted activities within the state.

986

987 C. XI. Conclusion

988

989 • Pinellas County, Florida: Appropriate venue as the location of the property and where the cause of action arose.

990

991 • Venue:

992

993 The landlord's actions constitute significant legal violations, including multiple breaches of Florida statutes and potential ethical misconduct due to his status as a licensed attorney. The documented evidence supports the tenant's claims and demonstrates a pattern of willful and negligent behavior.

994

995 By ensuring consistent terminology, directly linking evidence to claims, and streamlining the presentation, this memorandum provides a compelling case for the tenant. Given the strength of the evidence and the potential for substantial damages, it is advisable to pursue a comprehensive legal strategy. This includes pre-litigation measures, potential alternative dispute resolution, and, if necessary, formal litigation to seek full recovery of damages and hold the landlord accountable.

996

997 XII. References

998

999 Florida Statutes:

1000

1001 §83.49: Deposit money or advance rent; duty of landlord and tenant.

1002

1003 §83.51: Landlord's obligation to maintain premises.

1004

1005 583. 67. Prodires politician

1006

1007 2. Case Law:

1008

1009 §715.104: Notification of former tenant of personal property.
1010
1011 §715.109: Liability of the landlord.
1012
1013 §768.72 – 8768.73: Punitive damages statutes.
1014
1015 §784.048: Stalking; definitions; penalties.
1016
1017 Fipps v. Robinson, 612 So. 2d 686 (Fla. 1st DCA 1993).
1018
1019 Williams v. Ridge, 548 So. 2d 410 (Fla. 3d DCA 1989).
1020
1021 • Star Fruit Co. v. Eagle Lake Growers, Inc., 33 So. 2d 858 (Fla.
1022
1023 1948).
1024
1025 • Kravitz v. Dann, 399 So. 2d 377 (Fla. 3d DCA 1981).
1026
1027 • Humphrey v. State, 759 So. 2d 115 (Fla. 2000).
1028
1029 • Dominguez v. Equitable Life Assurance Society, 438 So. 2d 58 (Fla. 3d DCA 1983).
1030
1031 • Blanco v. Marcus, 964 So. 2d 181 (Fla. 3d DCA 2007).
1032
1033 XIII. Appendices
1034
1035 Appendix A: Timeline of Events
1036
1037 1.
1038
1039 • October 2023: Tenant moves in; reports clogged kitchen sink; landlord unresponsive.
1040
1041 • March 26, 2024: Break-in occurs; tenant notifies landlord; requests repairs and security
enhancements.
1042
1043 • March 28, 2024: Landlord's inadequate response; fails to address security concerns.
1044
1045 • September 2, 2024: Tenant vacates; leaves personal property due to storm-related delays; attempts
to retrieve items begin.
1046
1047 • October 1, 2024: Landlord issues vague claim on the security deposit.
1048
1049 • October 18, 2024: Tenant sends formal dispute letter; landlord begins harassment.
1050
1051 Appendix B: Itemized List of Tenant's Personal Property
1052
1053 Weber Spirit E-310 Propane Grill: \$1,200 Furniture Items: \$1,500
1054
1055 Electronics: \$800
1056
1057 Personal Belongings (tools, garden equipment): \$710.62 • Total Value: \$4,210.62
1058
1059 Appendix C: Supporting Communications
1060
1061 • C-1: Police report from break-in incident.
1062
1063 • C-2: Maintenance requests and landlord's responses.
1064
1065 • C-3: Tenant's attempts to retrieve personal property.
1066
1067 • C-4: Phone logs and voicemails documenting unsolicited communications.
1068
1069 Appendix D: Medical Documentation
1070

1071 • PTSD Diagnosis: Assessment reports from licensed mental health professionals.
1072
1073 • Treatment Records: Therapy sessions and medication prescriptions.
1074
1075 • Impact Statements: Descriptions of how the landlord's actions exacerbated the condition.
1076
1077 Appendix E: Property Advertisements
1078
1079 • Screenshots of Listings: Showing the tenant's personal property featured.
1080
1081 1.
1082
1083 2.
1084
1085 3.
1086
1087 4.
1088
1089 • Comparative Analysis: Previous listings without such amenities.
1090
1091 Appendix F: Receipts and Proof of Ownership
1092
1093 • Documentation: Receipts for tenant's personal property.
1094
1095 • Photographs: Taken before move-out.
1096
1097 Appendix G: Formal Correspondence
1098
1099 • G-1: Landlord's notice of intention to impose claim on security deposit.
1100
1101 • G-2: Tenant's formal dispute letter with proof of certified mailing.
1102
1103 Appendix H: Lease Agreement
1104
1105 • Content: Full lease agreement detailing obligations of both parties.
1106
1107 XIV. Contact Information
1108
1109 Tenant's Legal Representation (To Be Determined)
1110
1111 • Law Firm Name: [If already retained] • Attorney Name: [Attorney's Name] • Address: [Attorney's
Address] • Phone: [Attorney's Phone Number] • Email: [Attorney's Email Address]
1112
1113 Landlord's Contact Information
1114
1115 • Name: Luther J. Rollins, Jr.
1116
1117 • Address: 231 Government Ave. S.W., #3097,
1118
1119 —
1120
1121 Increase the option a settlement proposal due to unwillingness to reward, bad behavior or up
substantiated claims and speak to how this still remains in good faith as I did attempt
resolution in good faith
1122
1123 Legal Perspective on Adjusting Your Proposed Settlement Offer
1124
1125 Strategically shifting your proposed settlement offer from allowing Luther Rollins, Jr. to retain
half of the security deposit to instead demanding the full deposit and the full value of your
personal belongings can be a calculated move. However, this adjustment has legal and practical
implications to consider.
1126
1127 Pros of Revising the Offer
1128

1129 1. Stronger Negotiating Position:

1130

- 1131 • By starting with a more assertive demand, you create room to negotiate down if necessary, while still appearing reasonable. Courts often expect parties to attempt resolution in good faith, and your willingness to negotiate previously shows you are not acting in bad faith.

1132

- 1133 • This also signals that you are unwilling to reward bad behavior or unsubstantiated claims.

1134

1135 2. Legitimacy of Your Demand:

1136

- 1137 • Florida law supports your right to recover the full security deposit under §83.49, as the landlord failed to meet statutory requirements for itemization and justification of deductions. By withholding the entire deposit, he may have already forfeited his right to impose claims.

1138

- 1139 • Demanding full compensation for personal property aligns with Florida Statute §715.109, which entitles you to recover the value of converted or misappropriated property.

1140

1141 3. Focuses the Court on Evidence:

1142

- 1143 • This shift puts the burden squarely on the landlord to provide credible evidence justifying his claims, which he has thus far failed to provide. Courts view unsupported allegations with skepticism.

1144

1145 4. Good Faith Still Demonstrated:

1146

- 1147 • Your initial willingness to negotiate (e.g., offering half the deposit) already shows you acted in good faith. Removing that offer now, based on his lack of evidence and continued bad faith actions, does not reflect poorly on you.

1148

1149 Cons and Risks of Revising the Offer

1150

1151 1. Perception of Escalation:

1152

- 1153 • If the case escalates to court, the landlord may argue that your revised demand is a retaliatory or unreasonable escalation, especially if he claims you initially acknowledged partial responsibility for damages. This could be mitigated if you clearly document the reasons for the change (e.g., his failure to produce evidence).

1154

1155 2. Loss of Settlement Potential:

1156

- 1157 • Removing the compromise offer may discourage the landlord from settling, forcing the dispute into litigation. Litigation could be time-consuming and costly for both parties, even if the law favors you.

1158

1159 3. Judicial Discretion:

1160

- 1161 • If the court believes both parties failed to meet their obligations (e.g., if the abandoned property laws under §715.104 were not strictly followed by either party), it may apportion blame or damages in a way that does not fully support your demand.

1162

1163 Strategic Considerations for the Courts

1164

1165 1. Florida Statutory Compliance:

1166

- 1167 Courts prioritize compliance with Florida landlord-tenant statutes, including §83.49 for security deposits and §715.104 for abandoned property. Given that the landlord's notice was deficient and evidence remains unproduced, your demand for the full deposit and property value may align well with the law.

1168

1169 2. Perception of Fairness:

1170

- 1171 Courts look favorably on parties who show a willingness to resolve disputes outside of litigation. Ensure that your revised demand:

1172

1173 • Explains why the full deposit is now justified (e.g., lack of evidence or statutory non-compliance).

1174

1175 • Emphasizes your efforts to settle in good faith, and position the adjustment as a response to the landlord's continued failure to support his claims.

1176

1177 3. Offer Rejection by Courts:

1178

1179 A court may find that your original offer was overly generous if the landlord's lack of evidence invalidates his claim to retain any part of the deposit. Removing the compromise and demanding the full deposit may simply reflect the reality of the landlord's statutory non-compliance.

1180

1181 Suggested Revised Approach

1182

1183 Instead of outright removing the offer to split the deposit, you might:

1184

1185 1. Reframe Your Revised Settlement Demand:

1186

1187 • Shift the narrative by explaining that his failure to provide evidence leaves you no choice but to demand the full deposit and property value.

1188

1189 • Position your revised offer as a reflection of fairness, not escalation.

1190

1191 2. Keep a Final Option for Compromise:

1192

1193 • In your settlement letter, you can present your full claim as the primary demand, while suggesting that a reduced compromise may still be considered—if and only if he provides documented evidence justifying deductions. This keeps you flexible and reasonable in court.

1194

1195 Proposed Language for the Letter

1196

1197 If you proceed to revise the demand, here is how you could word the change:

1198

1199 As of now, I am requesting:

1200

1201 1. The full return of my security deposit of \$4,500, as required under §83.49, due to your failure to provide proper itemization or justification.

1202

1203 2. The full value of my converted personal property, totaling \$[insert value], pursuant to §715.109, to compensate for the unlawful retention or disposal of these items.

1204

1205 While my initial offer of compromise reflected my willingness to negotiate in good faith, your continued failure to provide supporting evidence or engage in meaningful dialogue leaves me no choice but to seek full compensation under Florida law. If you have substantive evidence supporting any deductions, I remain open to reviewing such evidence, though any compromise will depend on the validity of your claims.

1206

1207 I expect your written response within [reasonable deadline, e.g., 15 days]. Failure to resolve this matter amicably will leave me no choice but to pursue legal remedies, including but not limited to recovering damages, attorney's fees, and court costs.

1208

1209 This revised approach balances:

1210

1211 • Asserting your legal rights under Florida law.

1212

1213 • Demonstrating fairness and willingness to settle if evidence is provided.

1214

1215 • Positioning you favorably should the dispute proceed to litigation.

1216

1217 —

1218

1219 Improve section 6 to speak to this detail

1220

1221 Revised Section 6: Contextual Analysis with Lease Agreement and Florida Statutes

1222

1223 Legal Framework for Abandoned Personal Property in Florida

1224

1225 The lease agreement, as per Florida law, specifically addresses personal property abandonment in Section 29. It states that the landlord is not liable for the storage or disposition of the tenant's personal property upon surrender, abandonment, or recovery of possession of the dwelling. However, this provision is contingent upon the tenant explicitly initialing the box in Section 29. If this provision was not initialed by you and/or the co-tenant, then this clause is not enforceable, and the landlord remains obligated under Florida Statute §83.67 and §715.104, which provide detailed protections for tenants' personal property left on the premises.

1226

1227 Relevant Points in the Lease Agreement

1228

1229 • Addendum B (Inventory List): If Melissa signed the inventory list, the landlord's claim that this document exists would apply to any listed furnishings or property owned by the landlord. For the inventory list to bind both tenants, both of you (Melissa and Stephen) must have signed it. Furthermore, per Florida law, an inventory list must be:

1230

1231 • A properly executed document, fully signed by all parties and attached as an addendum to the lease.

1232

1233 • Clearly identified as part of the lease agreement, with specific reference to it in the lease (e.g., a numbered addendum).

1234

1235 • Notification Obligations: Under Florida Statute §83.67(5), landlords are prohibited from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property. This would include the Weber grill or other items that were allegedly left behind. Furthermore, §715.104 requires the landlord to notify the tenant of abandoned property and give the tenant an opportunity to reclaim it before disposal or sale.

1236

1237 • Surrender of Keys and Communication on Move-Out: If the lease required you to provide written notice of abandonment or surrender (not explicitly stated in this lease document), the landlord may argue that failure to do so absolves them of obligations. However, Section 19 of the Lease prohibits self-help remedies and clearly outlines prohibited actions by landlords regarding the tenant's property.

1238

1239 Addressing Abandonment Claims

1240

1241 1. Landlord's Claim on Security Deposit: Florida law requires landlords to issue a claim on the security deposit within 30 days of termination, clearly itemizing damages and reasons for deductions (§83.49). In Luther's initial claim letter, he failed to provide sufficient reasoning or itemization for withholding the deposit, which already constitutes a breach of statutory obligations. His subsequent response to your dispute further fails to resolve this deficiency by only referencing evidence (e.g., pictures) without producing it.

1242

1243 2. Obligation to Notify Landlord of Left Property: Florida Statutes do not mandate tenants to inform landlords of items left behind, especially if the lease did not explicitly require this. The burden rests on the landlord to:

1244

1245 • Provide notice under §715.104 for items believed to be abandoned.

1246

1247 • Allow tenants a reasonable period to recover items.

1248

1249 3. Photos and Metadata Evidence: If Luther produces photos to substantiate his claims of damages or abandonment, you can request these through discovery during litigation. Metadata (e.g., timestamps, GPS data) can be subpoenaed to verify when and where the photos were taken, ensuring their accuracy and relevance.

1250

1251 4. Counteroffer and Admissions: Luther's offer of \$500 for your personal property can serve as an implicit acknowledgment of liability. While not conclusive, this admission could strengthen claims of conversion if he actively used or disposed of the property.

1252

1253 Suggested Action Plan

1254
1255 • Reiterate Florida Statute Violations: In your formal response, cite:
1256
1257 • Violations of §83.49 regarding improper handling of the security deposit.
1258
1259 • Failure to comply with §715.104 for handling abandoned property.
1260
1261 • Potential conversion claims under Florida common law and §83.67(5) for unauthorized use of the
Weber grill or other items.
1262
1263 • Demand Full Disclosure: Require the landlord to produce:
1264
1265 • All alleged “before and after” photos with original metadata.
1266
1267 • The signed inventory list, fully executed by all parties, including any acknowledgment of receipt
by both you and Melissa.
1268
1269 • Challenge Settlement Terms: Emphasize that his counteroffer lacks adequate evidence and fails to
meet statutory requirements. You are entitled to make an informed decision based on documented
proof.
1270
1271 • Preserve Legal Remedies: Inform Luther that any attempt to unilaterally resolve the dispute
without proper documentation will not be acceptable. Reserve your right to pursue legal
remedies, including claims for:
1272
1273 • Full refund of the security deposit (\$4,500).
1274
1275 • Compensation for the value of converted property.
1276
1277 • Damages for statutory violations, including attorney’s fees.
1278
1279 This response will allow you to maintain a strong position while potentially compelling Luther to
comply with statutory obligations and avoid further escalation.
1280
1281 —
1282
1283 This was the first draft of the response letter that needs to be rewritten and factor in all of the
above . Provide much more labor detail in each of the sections below, pointing to a specifics.
1284
1285 Draft Tenant Response Letter to Luther J. Rollins, Jr.
1286
1287 Date: [Insert Current Date]
1288
1289 Via Certified Mail
1290
1291 Luther J. Rollins, Jr.
1292
1293 [Insert Address]
1294
1295 Hickory, NC 28601
1296
1297 Re: Response to Your November 8, 2024 Letter
1298
1299 Subject: Security Deposit Claim & Tenant Personal Property Dispute
1300
1301 Dear Mr. Rollins,
1302
1303 I am writing in response to your letter dated November 8, 2024, which purports to address my tenant
dispute letter and related issues regarding the lease of 2649 Tifton St. S., Gulfport, FL.
After a thorough review of your response, I remain deeply concerned by your failure to provide
the evidence required under Florida law to substantiate your claims, as well as the numerous
inaccuracies and misrepresentations contained within your letter.
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1305 Your correspondence has only reinforced my position, as it fails to address critical statutory

requirements, provides no clarity regarding your claim on the security deposit, and attempts to shift legal burdens that belong solely to you as the landlord. I will outline below my detailed response to the issues you raised and reiterate my reasonable expectations for resolution.

1. Your Lack of Statutory Compliance Regarding the Security Deposit

Your October 1, 2024 claim on the security deposit failed to comply with the statutory requirements set forth in Fla. Stat. §83.49(3). Florida law mandates that landlords must provide tenants with a written notice by certified mail that includes:

1. A specific, itemized claim against the security deposit.

2. Detailed reasoning for any deductions.

Your initial letter failed to provide the legally required detail and reasoning, relying instead on vague and unsupported allegations. Your subsequent letter of November 8, 2024, merely states that you possess evidence (e.g., photos, receipts, and witness accounts) but fails to include this evidence. As such, I remain unable to evaluate or dispute your claims effectively, which is a violation of my rights under Florida law.

If you truly possess the evidence you claim, you must provide it in full, including:

- Itemized lists of damages and associated costs.

- Copies of all photos, receipts, and witness statements referenced.

The burden of proof rests squarely with you, and I will not accept unsupported assertions.

2. Improper Handling of Tenant Personal Property

In your response, you attempt to shift the burden of proof regarding the alleged abandonment of my personal property. Under Fla. Stat. §715.104, landlords must:

1. Provide tenants with written notice of any personal property left behind, specifying the items and offering a reasonable time frame for retrieval.

2. Take no action to convert or dispose of personal property without first adhering to these statutory requirements.

You failed to follow these obligations. Instead of notifying me or providing a written inventory of items left behind, you now claim uncertainty as to the presence of specific items, including the Weber grill that I explicitly identified in my prior correspondence.

Further, your attempts to market the property for rent using amenities—including “barbecue” references—only underscore your failure to handle my personal property lawfully. If my property has been converted or disposed of without proper notice, this constitutes conversion under Florida law.

Your allegations that items on my “Addendum B” list were delivered after the lease term are entirely false. I have shipment records confirming that all deliveries occurred prior to the lease’s expiration on August 31, 2024. If you continue to dispute this, I demand that you provide evidence to substantiate your claims.

3. Failure to Address Safety Concerns

Your letter’s focus on emotional sentiments rather than substantive legal issues is particularly troubling in light of your negligence in addressing safety concerns during the lease term. You were notified of a break-in at the property on March 26, 2024, during which an intruder entered through a deteriorated, unsecured fence gate. Despite verbal discussions in which you acknowledged the need for metal gates, you failed to take action.

Additionally, your refusal to allow me to install adequate security cameras—despite this being a common practice among neighboring properties—further exemplifies your disregard for tenant safety. This negligence contributed to the escalation of my PTSD, which has been documented by

my therapist.

Your failure to address these critical safety concerns constitutes a breach of the implied warranty of habitability under Fla. Stat. §83.51.

4. Your Arbitrary and Unsupported Settlement Offer

Your proposal to refund \$1,500 of the security deposit and offer \$500 for my personal property is arbitrary, lacks any supporting documentation, and does not address the \$3,000 of the deposit you continue to withhold.

By assigning a monetary value to my personal property (\$500), you appear to acknowledge its presence and your potential liability for its conversion. Yet, you provide no explanation for how you arrived at this valuation.

If you intend to resolve this matter amicably, I expect you to:

1. Provide a complete, itemized breakdown of damages and associated costs.

2. Return the full value of my personal property as outlined in "Addendum B" (\$4,210.62).

3. Return at least 50% of the security deposit (\$2,250).

Without these actions, I cannot consider your proposal in good faith.

5. Harassing Communications

Despite my clear instruction to limit communications to certified mail, you have contacted me multiple times via phone and text, including three calls within a 24-hour period. This persistent harassment, in direct contravention of my instructions, has exacerbated my PTSD and created unnecessary stress.

As such, I reiterate: all future communication must be conducted via certified mail only. Any further attempts to contact me through unauthorized channels will be documented as evidence of harassment.

6. Your Misrepresentation of Legal and Professional Status

Rewrite

Settlement Options

Rewrite

Conclusion

This matter has already consumed an unreasonable amount of time and effort due to your failure to comply with basic legal requirements. I remain willing to resolve this dispute amicably but expect full transparency, accountability, and adherence to the law moving forward.

Please respond via certified mail within 15 days of receipt of this letter.

Sincerely,

Stephen Boerner

424 N. New Street

Bethlehem, PA 18018

1. More Notes

He told me he was a lawyer verbally and in person while doing a site inspection of the home while I was renting it; he used a legal email address and tried to coerce me to a phone call, but I

declined and response, t intimidated by his legal profession. and 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

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1395 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?

1396

1397 Isn't is 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

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1399 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?

1400

1401 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.

1402

1403 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.

1404

1405 It's the only opportunity to get the other belongings off your hands and off your properly. I understand however you want to handle this. And I thank you "

1406

1407 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

1408

1409 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.

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1411 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

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1413 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.

1414

1415 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.

1416

1417 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

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1419 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?

1420

1421 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

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1423 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."

1424

1425 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.

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1427 Luther letter quote:

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1429 "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."

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1431 My response:

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1433 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.

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1435 Luther quotes from letter

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1437 "I have a copy of the written lease signed by you"

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1439 so do i - there is nothing in that lease that puts you on better footing

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1441 Luther quotes from letter/

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1443 "I have a copy of the inventory signed by Melissa when you moved in "

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1445 My response :

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1447 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.

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1449 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

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1451 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.

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1453 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

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1455 Quote from Luther's letter:

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1457 "I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. "

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1459 My response:

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1461 " 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

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1463 "Do you have proof that all the alleged items were left at the premises when you vacated?"

1464

1465 My response :

1466

1467 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

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1469 Quote from Luther's letter:

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1471 "Did you and/or other parties leave personal property without my permission in, on and around the premises?"

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1473 My response :

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1475 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 site 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

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1477 Quote from Luther's letter:

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1479 I have not converted or sold any personal property that I reasonably believed was left behind/ abandoned by you.

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1481 My response :

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1483 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

1484

1485 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 statues put the burden of responsibility on you as the landlord to follow through with putting a window of time to recruit 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

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1487 Quote from letter:

1488

1489 "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."

1490

1491 My response :

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1493 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

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1495 Quote from letter:

1496

1497 “Despite all the above, I believe we should be able to resolve this”

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1499 My response:

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1501 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.

1502

1503 Quote from letter:

1504

1505 “ 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”

1506

1507 My response:

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1509 “ 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.

1510

1511 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.

1512

1513 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

1514

1515 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.

1516
1517 Quote from letter:
1518
1519 "I have texts from you that contradict your Response claims"
1520
1521 My response :
1522
1523 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
1524
1525 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
1526
1527 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
1528
1529 Quote from letter:
1530
1531 "I propose as full settlement and compromise of all matters between us the following:
1532
1533) Refund you \$1,500 of the security deposit; and
1534
1535) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left
on the premises; and
1536
1537) All parties mutually waive and relinquish their rights to any further litigation regarding these
matters as allowed by law."
1538
1539 My response :
1540
1541 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
1542
1543 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.
1544
1545 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.
1546
1547 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
1548
1549 Again, I reject your offer of \$2000 as a settlement for this issue
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1551 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

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1553 Option 1: Immediate Settlement

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1555 Payment to Me:

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1557 Full Value of Personal Property: \$4,210.62

1558

1559 Half of Security Deposit: \$2,250.00

1560

1561 Total Payment: \$6,460.62

1562

1563 Therms:

1564

1565 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.

1566

1567 This option allows for a swift and mutually beneficial resolution with minimal effort on your part.

1568

1569 Option 2: Full Compliance and Reconciliation

1570

1571 Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and allegations, including:

1572

1573 Detailed Itemization: Specific damages and associated costs.

1574

1575 Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.

1576

1577 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

1578

1579 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.

1580

1581 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

1582

1583 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

1584

1585 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

1586

1587 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

1588

1589 Option 3: Legal Action

1590

1591 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.

1592

1593 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.

1594

1595 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.

1596

1597 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

1598

1599 However, option b provides the opportunity to wipe the slate and close this with a finalized 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.

1600

1601 Make sure you emphasize the inventory list was not lined signed nor did I ever see a single word on a single copy of that inventory list at the time of move-in or move out but he alleged that my wife Melissa assigned it during a move-in procedure that I was not present at nor was it attached as an addendum for me to reference, nor was it attached to either his claim on security deposit letter nor his response to my Tenant dispute

1602

1603 Here are my notes

1604

1605 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

1606

1607 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?

1608

1609 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

1610

1611 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?

1612

1613 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.

1614

1615 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.

1616

1617 It's the only opportunity to get the other belongings off your hands and off your properly. I understand however you want to handle this. And I thank you "

1618

1619 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

1620

1621 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.

1622

1623 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

1624

1625 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 statues 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.

1626

1627 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.

1628

1629 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

1630

1631 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?

1632

1633 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

1634

1635 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."

1636

1637 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.

1638

1639 Luther letter quote:

1640

1641 "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."

1642

1643 My response:

1644

1645 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.

1646

1647 Luther quotes from letter

1648

1649 "I have a copy of the written lease signed by you"

1650

1651 so do i - there is nothing in that lease that puts you on better footing

1652

1653 Luther quotes from letter/

1654

1655 "I have a copy of the inventory signed by Melissa when you moved in "

1656

1657 My response :

1658

1659 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.

1660

1661 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

1662

1663 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.

1664

1665 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

1666

1667 Quote from Luther's letter:

1668

1669 "I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. "

1670

1671 My response:

1672

1673 " 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

1674

1675 "Do you have proof that all the alleged items were left at the premises when you vacated?"

1676

1677 My response :

1678

1679 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

1680

1681 Quote from Luther's letter:

1682

1683 "Did you and/or other parties leave personal property without my permission in, on and around the premises?"

1684

1685 My response :

1686

1687 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 site 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

1688

1689 Quote from Luther's letter:

1690

1691 I have not converted or sold any personal property that I reasonably believed was left behind/ abandoned by you.

1692

1693 My response :

1694

1695 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

1696

1697 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 statues put the burden of responsibility on you as the landlord to follow through with putting a window of time to recruit 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

1698

1699 Quote from letter:

1700

1701 "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."

1702

1703 My response :

1704

1705 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

1706

1707 Quote from letter:

1708

1709 "Despite all the above, I believe we should be able to resolve this"

1710

1711 My response:

1712

1713 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.

1714

1715 Quote from letter:

1716

1717 " 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"

1718

1719 My response:

1720

1721 " 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.

1722

1723 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.

1724

1725 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 ommissive, 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

1726

1727 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.

1728

1729 Quote from letter:

1730

1731 "I have texts from you that contradict your Response claims"

1732

1733 My response :

1734

1735 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

1736

1737 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

1738

1739 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

1740

1741 Quote from letter:

1742

1743 "I propose as full settlement and compromise of all matters between us the following:

1744

1745) Refund you \$1,500 of the security deposit; and

1746

1747) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left
on the premises; and
1748
1749) All parties mutually waive and relinquish their rights to any further litigation regarding these
matters as allowed by law."
1750
1751 My response :
1752
1753 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
1754
1755 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.
1756
1757 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.
1758
1759 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
1760
1761 Again, I reject your offer of \$2000 as a settlement for this issue
1762
1763 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
1764
1765 Option 1: Immediate Settlement
1766
1767 Payment to Me:
1768
1769 Full Value of Personal Property: \$4,210.62
1770
1771 Half of Security Deposit: \$2,250.00
1772
1773 Total Payment: \$6,460.62
1774
1775 Terms:
1776
1777 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.
1778
1779 This option allows for a swift and mutually beneficial resolution with minimal effort on your part.
1780
1781 Option 2: Full Compliance and Reconciliation
1782
1783 Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and
allegations, including:
1784
1785 Detailed Itemization: Specific damages and associated costs.
1786
1787 Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.
1788

1789 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

1790

1791 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.

1792

1793 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

1794

1795 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

1796

1797 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

1798

1799 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

1800

1801 Option 3: Legal Action

1802

1803 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.

1804

1805 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.

1806

1807 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.

1808

1809 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

1810

1811 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.

1812

1813 Below is the response by Luther the landlord of 2649 Tifton St., Gulfport, FL. This was the response
letter I

1814

1815 Subject: Tenant Dispute and Correspondence on Security Deposit and Personal Property
1816
1817 Dear [Recipient],
1818
1819 I am writing to formally document and respond to the correspondence received from Luther, landlord
of 2649 Tifton St., Gulfport, FL, concerning the security deposit and related personal property
matters.

1820
1821 Summary of Luther's Communications:
1822
1823 1. Initial Correspondence:
1824 2. Luther's initial letter notified me that he intended to retain the full \$4,500 security deposit
without providing any basis or legally required detail.
1825 3. Second Correspondence:
1826 4. In response to my tenant dispute letter, Luther mentioned having detailed evidence that should
have been included in his first correspondence but failed to provide this information again.
1827 5. He proposed returning \$1,500 of the security deposit and offering \$500 to cover personal
belongings, absent clear rationale or itemized listings for a withheld \$3,000. This response
includes an implied acknowledgment regarding personal belonging compensation.

1828
1829 Concerns Raised:
1830
1831 - The lack of transparency and specificity in Luther's explanations for the held security deposit
amount and allocation impedes my ability to assess or verify the claims and financial
deductions pertaining to my security deposit.
1832 - His claim regarding evidence (e.g., before and after photographs) and its exclusion from
communication leaves me without the necessary details to evaluate deposit claims conclusively.

1833
1834 Legal Interpretation Needs:
1835
1836 1. Disclosure Obligation: Luther is required by law to provide a detailed breakdown and
substantiation of any deductions applied to the security deposit for damages or maintenance
issues beyond normal wear and tear.
1837 2. Itemization Requirement: Any monetary offer, particularly concerning personal property, should be
supported with documentation establishing rationale, damage assessments, or valuation.

1838
1839 Current Legal Considerations:
1840
1841 - Offer of \$500 for Personal Belongings: The proposal suggests acknowledgment of personal property
retention, potentially usable in legal proceedings to demonstrate reasonable valuation or
acknowledgment of possession/responsibility.
1842 - Document and Evidence Requests: Luther's reference to having evidence without proactively
disclosing it may contravene statutory obligations for landlords to document and justify
deposit deductions.

1843
1844 To resolve these issues, I request Luther provides:
1845
1846 1. A comprehensive, itemized list of all deductions and the associated documentation as mandated by
state law.
1847 2. Immediate disclosure and sharing of any photographic evidence or property condition reports
substantiating security deposit claims.

1848
1849 Subject: Legal Documentation Regarding Tenant Dispute
1850
1851 Dear [Legal Advisor/Attorney Name],
1852
1853 I am writing to summarize and document a response from Luther, the landlord, concerning several
discrepancies related to my security deposit and personal property at 2649 Tifton St.,
Gulfport, FL. I need this correspondence to be translated into a formal legal document for
further action.

1854
1855 1. Address Issues:
1856 2. First Letter: Luther used an incorrect ZIP Code and failed to include the PO Box information,
delaying my receipt of the correspondence by over a week.

1857 3. Second Letter: Although the PO Box was included, the incorrect ZIP Code persisted.

1858 4. Communication Response: Upon learning of these errors, I informed Luther via email. However, he continued to use the incorrect address details in his communications.

1859 5. Unsolicited Communication:

1860 6. Since receiving my tenant dispute letter, Luther has called me four times and left three voicemails, three of which occurred within 24 hours, which exacerbates my PTSD issues.

1861 7. Despite my explicit request to only communicate via certified mail, Luther persistently attempted phone communication.

1862 8. Personal Impact: This unwanted communication has been highly distressing and has worsened my PTSD symptoms, as corroborated by my therapist.

1863 9. Requests for Communication through Paralegal:

1864 10. I suggested Luther retrieve text message history from his paralegal, Zach Steinberger, since my key communications were with Zach during the lease.

1865 11. I informed Luther of valuable property left on the premises in a text on September 4, 2024, but received no response.

1866 12. Legal Counsel Advice: My legal counsel advised awaiting Luther's response, in line with Florida statutes mandating landlords provide an itemized list and a window for reclaiming personal belongings.

1867 13. Burden of Proof on Personal Belongings:

1868 14. Despite Luther's attempts to shift the burden of proof on me regarding personal belongings at the property, it is legally his responsibility to demonstrate that the items are no longer there.

1869 15. As of my last communication and my letter from mid-October, my belongings were still present on Luther's property.

1870

1871 Requested Action: For a legal interpretation, please prepare a document that outlines the above issues for formal litigation if necessary. It is vital that Luther fulfills his accountability as a landlord by providing the required documentation and communication regarding my security deposit and personal property.

1872

1873 In response to Luther's accusations regarding packages allegedly listed in my Addendum B, I can affirm through shipping records that no packages were delivered after I vacated the property. All items that arrived close to the end of my lease are detailed in Addendum B, and Luther currently retains possession of these items. Furthermore, a Weber Grill, a noted item, continues to be advertised as part of the backyard amenities, a detail absent from listing materials a year ago—before I signed the lease. Given my knowledge of the property's condition post-listing, I challenge Luther to prove the deconversion of my property.

1874

1875 Luther cites a text message of mine, interpreting it to mean I abandoned personal property. He references only the initial portion where I mention leaving Florida indefinitely, excluding my appeal to retrieve my belongings—an appeal prompted after a storm canceled my moving plans. At the time of sending the message, I was located across the street in my car as Luther remained inside the residence, yet he failed to respond.

1876

1877 Per legal advice, I'm adhering to the Florida statute, which allocates a 10 to 15-day period for landlords to notify and provide tenants with a comprehensive written inventory of deemed-abandoned personal effects. Luther's omission of response to this statute precludes any need on my part to initiate telephonic communication. Accordingly, I relied on my legal counsel, who advised restraint, thus granting Luther the opportunity to fulfill his legal obligations.

1878

1879 The aforementioned legal statute necessitates landlords to delineate, in writing, which possessions are considered abandoned, offering a specific window for retrieval. The burden falls on Luther to furnish this written inventory within the statutory timeframe, a requirement he overlooked and failed to execute.

1880

1881 Luther failed to address several key points in my tenant dispute letter, one of which was my inquiry regarding the number of properties he holds in Florida as a landlord. According to Florida law, if Luther owns more than five properties, he is required to notify me of the financial obligations, including informing me of the financial institution in Florida where my security deposit is held, and whether it is interest-bearing. This obligation, if applicable, should have been communicated within the first 30 days of my lease.

1882

1883 As I have not been informed about the number of properties Luther possesses in Florida, nor have I received any details about the holding and status of my security deposit, I am unable to

ascertain Luther's compliance as a landlord under state regulations. Luther's failure to respond to this inquiry hinders my efforts to ensure adherence to legal obligations.

1885 Additionally, I never received a copy of the inventory list, nor was a fully executed version of the inventory list provided, documented, or mentioned as an addendum to the lease. The lease only specified property and furnishings, not detailing an inventory list, which was improperly identified or omitted as a formal document number.

1887 This lack of documentation and accountability raises concerns about transparency and due diligence on Luther's part, as a landlord is obligated to provide tenants with accurate and complete records regarding their tenancy, including the status and handling of security deposits and inventory lists. Ensuring these documents are properly executed and communicated is essential to meet legal standards and uphold tenant rights.

1889 Dear Luther,

1891 In response to your correspondence regarding the inventory list and the security deposit, I would like to raise several important points that need to be addressed appropriately and legally.

1893 1. Inventory List:

1895 To ensure legality in our agreement, please verify if both signatories on the lease, Melissa and I, need to sign the inventory list. It is paramount that we receive a fully executed version with signatures from both parties, including both landlords as stipulated in the lease. Proper documentation with an addendum number is essential to validate the inventory list.

1897 2. Communication Records:

1899 It is mandatory for you, Luther, and Zach Steinberger, to preserve all records of communication. As Zak has a text message from me dated August 4th detailing my repeated requests for retrieving my personal property, these records are crucial. Tampering with or destroying potential evidence in legally proceeding matters is unlawful.

1901 3. Addressing Luther's Assertions:

1903 Your letter states, "I disagree with and deny all your allegations... bad and/or unlawful landlord." My response is that personal emotions and self-perceptions are insignificant to the legal facts and our experience. Our dealings have not matched your portrayal.

1905 Your additional statement, "Never imagined... surprised, disappointed, and somewhat disheartened..." must be redirected to deal with the factual situation. The break-in incident on March 26, 2024, revealed inadequate security on your part due to neglected gate repairs, sparking PTSD issues due to a lack of response.

1907 4. Inventory and Security Procedures:

1909 You mentioned having an inventory signed by Melissa, and yet, I never received a fully executed copy as an addendum to the lease. This omission makes it impossible for me to verify claims regarding deposit deductions or missing items.

1911 5. Allegations of Abandoned Property:

1913 You asked about proof of the property's condition at move-out. The onus is on you as the landlord under legal proceedings to show documentation proving otherwise regarding the alleged abandoned personal property, in accordance with Florida law requirements.

1915 6. Allegations of Converted Property:

1917 Your marketing of a barbecue among backyard amenities, when it is labeled in my addendum B inventory, contradicts your denial of conversion. Your possession of my items implies to me handling this properly.

1919 7. Proposed Settlement:

1921 Declining your settlement offer of \$2,000, I find it void of necessary clarity and justification as per legal standards.

1922

1923 Luther letter quote:

1924

1925 "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."

1926

1927 My response:

1928

1929 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.

1930

1931 Luther quotes from letter

1932

1933 "I have a copy of the written lease signed by you"

1934

1935 - so do i - there is nothing in that lease that puts you on better footing

1936

1937 Luther quotes from letter/

1938

1939 "I have a copy of the inventory signed by Melissa when you moved in "

1940

1941 My response :

1942

1943 - 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.

1944 - 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

1945 - 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.

1946 - 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

1947

1948 Quote from Luther's letter:

1949

1950 "I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. "

1951

1952 My response:

1953

1954 " 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

1955

1956 "Do you have proof that all the alleged items were left at the premises when you vacated?"

1957

1958 My response :

1959

1960 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

1961

1962 Quote from Luther's letter:

1963

1964 "Did you and/or other parties leave personal property without my permission in, on and around the premises?"

1965

1966 My response :

1967

1968 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 site 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

1969

1970 Quote from Luther's letter:

1971

1972 I have not converted or sold any personal property that I reasonably believed was left behind/ abandoned by you.

1973

1974 My response :

1975

1976 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

1977

1978 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 statues put the burden of responsibility on you as the landlord to follow through with putting a window of time to recruit 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

1979

1980 Quote from letter:

1981

1982 "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."

1983

1984 My response :

1985

1986 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

1987

1988 Quote from letter:

1989