
FORMAL TENANT RESPONSE & DISPUTE

PRIOR TENANTS WRITTEN RESPONSE TO:

LANDLORD'S CLAIM ON SECURITY DEPOSIT

PRIOR TENANTS CLAIMS AGAINST LANDLORD:

TENANT'S DEMAND FOR COMPENSATION RELATED TO ILLEGAL HANDLING OF
TENANT'S PERSONAL PROPERTY

PROPERTY ADDRESS:

2649 TIFTON ST. S. GULFPORT, FL 33711

PRIOR TENANTS:

STEPHEN BOERNER & MELISSA BEMER

PROPERTY OWNERS:

LUTHER ROLLINS & MARY O'POLK

MAILING DATE OF CERTIFIED LETTER:

OCTOBER 18TH, 2024

October 18th, 2024

Stephen Boerner
424 North New St
Bethlehem, PA 18018

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Luther J. Rollins, Jr.
Amarlu Enterprises
231 Government Ave. S.W., #3097
Hickory, NC 28603

RE: LANDLORD'S CLAIM ON SECURITY DEPOSIT

**RE: FORMAL DISPUTE: TENANT'S DEMAND FOR COMPENSATION RELATED TO ILLEGAL
HANDLING OF TENANT'S PERSONAL PROPERTY**

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

I. Opening Statement

Dear Mr. Rollins:

This letter serves as a formal response, and dispute, to your "Notice of Intention to Impose Claim on Security Deposit" (hereinafter referred to as "the Notice") dated October 1, 2024, mailed October 2, 2024, and received by me, Stephen Boerner, the prior tenant, on October 5, 2024.

Pursuant to Florida Statute §83.49(3)(b), a written response is being sent on Friday, October 18th, 2024, via USPS Certified Mail within the legally 15-day timeframe allotted for a tenant's response and constitutes a formal dispute to your claims on deposit.

Additionally, I am delivering herein my claims against you, the landlord, for illegal handling of personal property.

This letter outlines in detail the legal and factual basis for my dispute, addresses each of your claims individually, provides detail supporting my claims against you, the landlord, and proposes options for resolution.

II. Overview of Claim on Deposit:

Your Notice purports to justify withholding my entire security deposit of \$4,500 based on an inspection allegedly conducted "on or about

September 4, 2024." The Notice lists several claims of damage or issues with the property as follows:

1. Excessive garbage and trash in the front and rear yards
2. Spoiling food in the refrigerator
3. Damage to the walls of the premises
4. Unauthorized hanging lights
5. Unauthorized removal of wood cabinets, shelving, counters, and other alterations without landlord consent
6. Unauthorized whiteboard affixed to exterior wall of the premises
7. Missing and damaged artwork, furnishings, and housewares inventory list items
8. Tenant personal property left in the house, garage, tiki hut, and front and rear yards
9. Unauthorized cutting by tenant of the legacy jackfruit tree in the rear yard (may cause the tree to become diseased, wither and/or die)
10. Tenant stayed in the premises several days beyond the lease expiration date
11. Caused the landlord to be unable to show or relet the premises due to tenant extended occupancy and overall unclean condition
12. Extensive cleaning will be required to restore the premises to the standard and condition that it was in when the tenants moved in at the start of the lease

I will address individually in its dedicated section of this letter. However, before delving into the specific claims, it is necessary to address the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid.

Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution as outlined in Section VIII of this letter.

Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property.

III. Detailed Rebuttal of Your Claims & Non-Compliance with Florida Statute §83.49(3)

A. Failure to Provide Proper Notice

Your Notice fails to comply with Florida Statute §83.49(3)(a) in several critical aspects:

Lack of Specificity and Itemization:

While Florida law does not require a fully itemized breakdown of every cost, it does require enough specificity so the tenant can make an informed response. Your Notice is overly vague, making it impossible for me to adequately assess or respond. Based on my general recollection of the property, I will address each claim,

though I am limited by the lack of detail provided in your Notice.

1. Excessive Garbage and Trash in the Front and Rear Yards

Response:

Your claim of "excessive garbage and trash" lacks any specific details regarding the amount, location, or cost of removal, leaving me with little to rely on other than my own recollection. Based on my memory, any trash present at the time of my departure was placed in the appropriate area for collection, and any excess trash was the result of a garbage collection delay that was beyond my control. I had arranged for additional removal services that were subsequently canceled due to a [storm, municipal delay, etc.]. Without clear evidence or photos of the trash, I cannot be sure what your claim refers to, and therefore, I dispute this charge as speculative.

2. Spoiled Food in the Refrigerator

Response:

The allegation of "spoiled food" is similarly vague. You have provided no photos, description of the extent of the issue, or costs related to the cleanup. From what I can recall, there were a few perishable items left in the refrigerator, but nothing that would have caused significant damage or required anything beyond standard cleaning, which is typically included in turnover between tenants. Again, without supporting documentation, I can only rely on my recollection, and I dispute the necessity of withholding a portion of the security deposit for what seems like a minor issue.

3. Damage to the Walls of the Premises

Response:

Your Notice references "damage to the walls," but it provides no details regarding which walls were affected, the nature of the damage, or whether it was interior or exterior. Based on my memory, I recall minor scuff marks on some walls, which are typical wear and tear for a one-year tenancy. Florida law is clear that tenants are not liable for normal wear and tear (see *Fipps v. Robinson*, 612 So.2d 689 (Fla. 1st DCA 1993)). Without specifying where or what kind of damage you're referring to, I cannot address this claim in any meaningful way. Your lack of detail prevents me from fully responding, and as such, I dispute this charge.

I deny causing any damage to the walls beyond normal wear and tear. Without specific details or photographic evidence, it is impossible to assess the validity of this claim.

Furthermore, Florida law (e.g., *Fipps v. Robinson*, 612 So.2d 689 (Fla. 1st DCA 1993)) establishes that tenants are not responsible for normal wear and tear.

4. Unauthorized Hanging Lights

Response:

I recall installing temporary hanging lights, which were non-permanent and removed prior to vacating. The claim of damage caused by these lights is unclear—was there any specific damage documented? As you have not provided photos or a description of what this damage entailed, I am left to rely solely on my memory, which tells me that no damage was left behind from these lights. I can only conclude that any minor marks would fall under normal wear and tear, which is not chargeable to the tenant under Florida law.

Further, these lights are located on the personal property Addendum outlining all personal property that falls under the full list of illegal held, and converted, personal property as your Notice mentions personal property left behind pointing to the landlord burden to respond accordingly with written notice for removal that was not met by you, the landlord.

5. Unauthorized Removal of Wood Cabinets, Shelving, Counters, and Other Alterations Without Landlord Consent

Response:

You claim that I made unauthorized alterations, such as the removal of cabinets or shelving.

Without specifics, I, nor a overriding court authority, can not appraise this claim.

I require photographic evidence of the alterations—I am unable to properly assess this claim. Based on my recollection, there were poorly fixed, unusable fixtures were altered, and therefore, I dispute a portion of the claim as unsupported and speculative.

6. Unauthorized Whiteboard Affixed to Exterior Wall of the Premises

Response:

While I do recall using a temporary whiteboard, it was attached with non-permanent methods and was not removed before vacating the property. This was not trash nor abandoned property, nor was it "affixed" as it was hanging on a shelf, built accordingly, to avoid affixation to exterior walls.

Your claim, stating "affixed" is incorrect and fails to explain whether the issue is damage to the wall or simply the use of the whiteboard declaring "affixed" as the assumed reason for such a claim, which it was not.

Since no documentation or photos of the wall have been provided, I can only rely on my memory, which tells me that no damage was caused by this, and personal property left mishandled. I therefore dispute this claim.

7. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items

Response:

Your Notice mentions "missing and damaged artwork, furnishings, and housewares," but it does not specify which items were allegedly missing or damaged. At no point was I provided with an inventory list during my tenancy, and I cannot recall any specific items being damaged or removed. Without an inventory list or photos to reference, this claim is entirely speculative, and I have no way to assess the accuracy of the allegation. As such, I dispute this claim.

8. Tenant Personal Property Left in the House, Garage, Tiki Hut, and Front and Rear Yards

Response:

While I made several documented attempts to retrieve my personal property, many of which went ignored (see Addendum C), I cannot recall leaving significant items behind that would have necessitated disposal.

However, your Notice does not provide any details on what personal property was left or the cost of removal, making it impossible for me to confirm the validity of this claim. Without documentation, I dispute this charge.

9. Unauthorized Cutting by Tenant of the Legacy Jackfruit Tree in the Rear Yard

Response:

I recall pruning the jackfruit tree for safety reasons, as it was overgrown and posed a risk to the yard. This action was in line with the maintenance

responsibilities I took on after prior maintenance requests to the landlord were unmet and unresponded to such as a kitchen sink in, or around October 2023, that you failed to act on resulting on me, the tenant, taking on the responsibility to make the kitchen sink usable again. This is in addition to your mention of installing a new fence gate to prevent further intruders from easily entering the backyard, and subsequently our home, which did occur on March 26th, 2024. You responded by verbally agreeing to a new fence, that the existing fence gate was deteriorated, and used verbiage of "metal fence door with lock" that we relied on. No action was taken after the attempted burglary on the fence gate which remained loose, accessible, and dangerous. For these reasons, I tended to the safety issue of hanging branches over heavily used areas in the backyard, and branches encroaching on powerlines leading the house.

I've included a copy of the police report from the March 26th, 2024 incident I alluded to.

You claim that this could cause the tree to become diseased, but you have provided no expert assessment or evidence to support this claim. Pruning a tree for safety reasons is reasonable under Florida law, and without specific documentation or photos showing damage, I dispute this claim.

10. Tenant Stayed in the Premises Several Days Beyond the Lease Expiration Date

Response:

I vacated the premises on September 2nd, 2024. I provided detail to your proxy that movers had canceled the day of due to the large storm that arrived. In addition, I provided details of our next location of stay being cancelled the day of, also due to storm, the same storm that delayed garbage collection from the City of Gulfport, FL. Further, I outlined mental health issues this caused and the subsequent panic attack I endured.

Your claim that I stayed beyond the lease term is inaccurate, but to point to any dollar amount associated to this line item does not exist, and if it did, is unsubstantiated.

I dispute this charge in full.

11. Caused the Landlord to Be Unable to Show or Relet the Premises Due to Extended Occupancy and Unclean Condition

Response:

There is no documentation supporting your claim that the property was "unclean" or that I caused a delay in reletting, so I dispute this claim in full.

12. Extensive Cleaning Will Be Required to Restore the Premises to the Condition It Was In at Move-In

Response:

Your statement that "extensive cleaning will be required" is speculative and vague. Based on my recollection, the property was left in clean condition, and any minor cleaning required is part of the normal turnover process between tenants. Given that the property was relisted almost immediately, any extensive cleaning claims seem unwarranted. I dispute this claim as speculative and unsupported by any documentation, such as cleaning invoices or before-and-after photos.

I am willing to take responsibility for minor, admitted issues, only on the basis that photographic evidence showing before and after evidence, is provided

However, the vast majority of your claims are too vague, unsupported by evidence, or speculative in nature. Without the necessary specifics or documentation, I cannot adequately evaluate or agree with your claims, and therefore, I formally dispute the majority of the deductions. Further, they point to an inventory list that was never provided, formerly or informally, nor was it included in the mutually signed lease agreement.

If necessary, I am prepared to pursue this matter further, as Florida law requires landlords to provide specific and supported claims when withholding a tenant's security deposit.

Unauthorized Use and Conversion of Personal Property

As of mid-October 2024, I am aware that my personal belongings, specifically including my Weber Spirit E-310 Propane Grill and other items, remain on the property. Despite multiple documented requests to retrieve these items, which were ignored (see Addendum C), the property is now being marketed with amenities that include "barbequing" in the backyard.

I have attached screenshots (see Addendum D) of the current rental listing, which explicitly mentions "barbequing" as an amenity. Notably, this was not advertised in the rental listing when I originally leased the property last year, indicating that my personal grill is being used to promote the property to new tenants.

This constitutes unauthorized use and conversion of my personal property under Florida law. Conversion occurs when someone unlawfully

exercises control over another person's property in a manner inconsistent with the owner's rights. Your failure to allow me to retrieve my property and the ongoing marketing of that property without my consent makes you liable for conversion.

IV. Invalidity of Claims Due to Lack of Inventory List

Your Notice references "missing and damaged artwork, furnishings, and housewares inventory list items." However, this claim is invalid and unenforceable for the following reasons:

No Specific Inventory List Provided:

Upon careful review of the lease agreement, I found no specific inventory list of the landlord's personal property (such as furnishings, artwork, or housewares) provided within the document. While the lease does refer to "all furnishings and personal property" as being included with the property, it does not itemize what those furnishings or personal property items are.

Absence of Separate Inventory Documentation:

At no point during my tenancy was I provided with a separate inventory list detailing the specific items of furniture, artwork, or housewares that were considered part of the rental property.

Lack of Baseline for Comparison:

Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items. There is no baseline against which to compare the condition of the property at the end of the tenancy.

Unreasonable Accountability:

Holding tenants accountable for items that were never clearly defined or documented at the start of my tenancy is unreasonable and potentially unlawful.

Burden of Proof:

The burden of proving the existence, condition, and value of any item claimed to be damaged or missing lies with you, the landlord. Without a detailed inventory list, you cannot meet this burden of proof.

Legal Precedent: In *Johnson v. Baker*, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages. This principle extends to claims of missing items as well.

Furthermore, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized the importance of proper documentation in landlord-tenant disputes. The absence of a

detailed inventory list significantly weakens any claim related to personal property items.

C. Request for Disclosure of Security Deposit Details:

Pursuant to Florida Statute §83.49(2), and as included in the signed lease agreement on page 10 of 20, which requires landlords who own or manage five or more rental units to disclose the location and status of the security deposit within 30 days of receiving it, which was not provided to me, the tenant, I hereby request that you confirm:

- The number of rental units you own or manage in the state of Florida.
- Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing.

This information is crucial to ensuring full compliance with Florida law and transparency in our landlord-tenant relationship.

D. Pattern of Landlord Negligence and Tenant's Reasonable Actions

It is crucial to note that your failure to address maintenance issues began early in the tenancy and established a pattern of negligence that influenced my subsequent actions regarding property maintenance. As detailed in Addendum A, which provides a comprehensive timeline of maintenance requests and actions taken during the tenancy:

Initial Maintenance Request Ignored:

On or about October 2023, at the early onset of the lease, I encountered a severely clogged kitchen sink drain, rendering the left portion of the two-bucket sink unusable. I promptly submitted a maintenance request regarding this issue.

Tenant's Reasonable Response:

Given the urgency of the problem and your lack of response, I was forced to address the issue myself. Using my basic knowledge of clogged plumbing systems and a \$15 liquid solution, I successfully unclogged the drain and restored functionality to the sink.

Established Pattern of Landlord Negligence & Justification for Tenant's Actions:

This early instance of neglect set a precedent for how I had to handle future maintenance issues. Your demonstrated unwillingness to comply with your legal obligations to maintain the premises under Florida Statute §83.51 led me to take on necessary maintenance tasks to ensure the habitability of the property.

Extreme Reasoning for Tenant's Reasonable Response:

In addition, the previously mentioned break-in on March 26th, 2024 provided extremely valid concern for tenant safety. You mentioned action you would take, but did not. Further, as seen in the text message documentation, I proposed acting independent of you, proposing the installation of Ring Security cameras.

Your response, as shown, was to allow it, but on the condition of "no screwing." This was a ridiculous response to one of my two inquiries. The second inquiry was around our safety and the need for better fence gates. That went ignored in your response. You only addressed the request for security cameras, similar cameras that seemingly every neighbor on Tifton ST. South has - for good reason.

This pattern of negligence, unresponsiveness, over committing to actions that were never performed provide solid ground as to why taking our own safety measure, including maintenance only related to potential power outages due to unattended, sagging branches was an action performed with just cause, by the tenant, Stephen Boerner, as outlined herein. I understood that our safety and maintenance needs were a low priority based on actions observed which lowered any reasonable expectations for future support.

Timeline of Events:

Please refer to Addendum C for a detailed timeline (documented in text messages between Luther Rollins and Stephen Boerner, of maintenance requests, follow-ups, and actions taken throughout the tenancy. Due to Apple overwriting text messages prior to the start of 2024, the sink incident is not documented, but a subpoena would support this claim.

This timeline is supported by email correspondence, text messages, and receipts, all of which are included in Addendum C.

This pattern of negligence not only violates Florida Statute §83.51 but also demonstrates a breach of the implied warranty of habitability. It provides context for my actions throughout the tenancy and should be considered when evaluating any claims against the security deposit.

V. Violation of Florida Statute §715.104 Regarding Personal Property

A. Unlawful Retention and Disposal of Personal Property

Your actions regarding my personal property left on the premises are in direct violation of Florida Statute §715.104(1), which states:

"After taking possession of the premises... the landlord shall give written notice to the former tenant... stating that the property is considered abandoned and that the landlord intends to dispose of it if not claimed."

You have failed to comply with this statute in the following ways:
You did not provide the required written notice regarding abandoned property.
You failed to respond to my multiple written requests, dated September 25, 2024, and September 27, 2024, for access to retrieve my personal property.

Your failure to provide the required notice and your lack of response to my documented attempts to retrieve my property constitute a clear violation of the statute.

B. Unauthorized Use and Conversion of Personal Property

Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill. This constitutes unauthorized use and conversion of my property.

Legal Precedent:

In *Goodwin v. Alexatos*, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages.

C. Liability for Damages

Under Florida Statute §715.109:

"A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action."

Given that my monthly rent was \$4,500.00, you could be liable for \$13,500.00 plus costs the action and costs if this matter proceeds to litigation.

VI. Proposed Options for Resolution

In an effort to resolve this matter amicably, I propose the following options:

VIII. Proposed Options for Resolution

In an effort to resolve this matter amicably, I propose the following options:

Option 1: Immediate Settlement

- Payment to Me:
- Full Value of Personal Property: \$4,210.62
- Half of Security Deposit: \$2,250.00
- Total Payment: \$6,460.62
- No Further Action: Upon receipt of this payment, I will consider the matter fully resolved and will not pursue additional legal action regarding this issue.

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

Option 2: Full Compliance and Reconciliation

- Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and allegations, including:
- Detailed Itemization: Specific damages and associated costs.
- Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.
- Inventory List: A complete inventory of items allegedly missing or damaged.
- 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.
- Legal Compliance: Ensure full adherence to Florida statutes in all communications and actions to avoid litigation.

This option requires significant effort on your part to meet the full burden of proof as mandated by law.

Option 3: Legal Action

- No Response or Inadequate Resolution: If you do not respond appropriately within the 15-day period, I will proceed with legal action.
- Claims Sought in Litigation:
- Full Security Deposit: \$4,500.00
- Value of Personal Property: \$4,210.62
- Total Amount Sought: \$8,710.62
- Additional Remedies:
- Statutory Damages: Potentially exceeding \$13,500.00 under Florida Statutes §§83.49 and 715.104.
- Attorney's Fees and Court Costs
- Punitive Damages: For willful and malicious conduct.

I am prepared to file a claim at the county level, outside of small claims court, to pursue the full extent of damages allowable under the law.

This option provides a structured environment for resolving our differences without resorting to litigation.

VII. Conclusion and Next Steps

Given the seriousness of the violations outlined in this letter and the potential legal consequences, I strongly urge you to carefully consider the proposed options for resolution. Your failure to comply with Florida law regarding security deposits and personal property puts you at risk of significant financial penalties and legal action.

I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution. If I do not receive a satisfactory response within this timeframe, I will have no choice but to pursue legal remedies, including but not limited to:

1. Filing a complaint with the Florida Department of Business and Professional Regulation.

2. Initiating a small claims court action for the return of my security deposit and the value of my personal property.

3. Seeking treble damages as allowed under Florida Statute §83.49(3)(c).

4. Pursuing additional damages for conversion of personal property.

I sincerely hope we can resolve this matter amicably and avoid the need for legal action. However, I am prepared to vigorously defend my rights as a tenant under Florida law if necessary.

Please direct all future communication regarding this matter to me in writing at the address provided at the beginning of this letter.

Sincerely,

Stephen Boerner

Enclosures:

Addendum A: Timeline of Maintenance Requests and Actions

Addendum B: Itemized List of Personal Property Left on Premises

Addendum C: Supporting Documentation (emails, text messages, receipts)

Addendum D: Current Ads for 2649 Tifton St. St., Gulfport, FL 33711

Addendum E: Police Report, March 26th, 2024

Addendum A: Timeline of Maintenance Requests and Actions

On or about October 23, the left side of a kitchen sink was clogged severely rendering it useless Stephen Boerner the tenant reached out to Luther Rollins

via text but multiple days went by without resolution. Ultimately, the tenant ceased request located the required solution for a price of \$15 later finding similar solution on the home premises mixed with many other cleaning supplies where in the landlord could have provided information as to location of this cleaning supply to avoid unnecessary expense on the tenants behalf. It took a week of multiple usages to render the sink unclogged where an appropriate action would have been a local plumber to expedite the issue right away.

On March 26, 2024, the residence located at 2649 Tifton St. S. in Gulfport, FL 33711 was trespassed by an individual who entered from the rear entry by easily opening and stepping through the decayed and ineffective left side gate intended to prevent outside entry. The perpetrator then proceeded to enter the home office, causing damage to the office desk and attempting to steal electronics. The whereabouts of the perpetrator were revealed when they stood at the doorway of Melissa Bemer, the wife of Stephen Boerner. At that moment, the tenants' dog vocally frightened the perpetrator, who then tried to leave through the back door but was confronted by tenant Stephen Boerner, rendering the perpetrator immobile.

On March 26, 2024 Stephen Boerner contacted Luther Rollins they engaged in a conversation where Luther spoke to his known awareness of the decaying side gates and mentioned that metal would probably be the best option Stephen Boerner the tenant was left thinking this solution and whether metal or just a solid door to replace a decay door was emotion that would take place and it was mentioned in a follow-up text message shown in the appropriate addendum here in where it was ignored

Addendum B: Itemized List of Personal Property Left on Premises

Unopened, Delivered Boxes:		Note: Items below were condensed into 4-7, 1022, see Inventory, Appendix Document, 10/18					
TOTALS:			\$4801.15			\$4210.62	
	nightstand, black trim, unopened cardboard box						
- Queen Bed Frame	Unopened cardboard box	\$229.99	Unopened	None - unopened	0%	\$229.99	Y
- 1pc Bedroom Dresser	Mid-sized single column, four drawers, chestnut brown, unopened cardboard box	\$34.54	Unopened	None - unopened	0%	\$34.54	Y
- Small Mobile Rolling Station	Unopened cardboard box	\$30.74	Unopened	None - unopened	0%	\$30.74	Y
- Large Bedroom Dresser	Large sized double/triple column, seven drawers, chestnut brown, unopened cardboard box	\$42.95	Unopened	None - unopened	0%	\$42.95	Y
- Ottoman Storage	680 lb Capacity 45 inches folding storage ottoman - grey	\$33.47	Unopened	None - unopened	0%	\$33.47	Y
- Comfy Faulk Sauder Chair		\$42.79	Unopened	None - unopened	0%	\$42.79	Y
- Spacious Office Desktop Computer Stand	Elevator desktop plus elevated stand, storage rack for desktop monitor - white	\$22.80	Unopened	None - unopened	0%	\$22.80	Y
Other Personal Items	Miscellaneous personal items left behind	\$200.00	Good	Mixed minimal depreciation	0%	\$200.00	Y
Guitar	electrification upgrades						

Addendum C:Supporting Documentation (text messages,)

Text message
3/26/24 12:02:55 PM EDT

Messages - Zach Steinberger

Hi Luther, we had a break-in last night. We are okay and the man was arrested at 3:30am just this morning. The police were on site, report filed, and charges pressed. Initially, it was "trespassing" per the police but I just found evidence he had intent to steal. So I am calling to alter the charges to include Burglary. And we just now discovered minor damage to one piece of furniture in the house. Easier to talk it all through but I'd like to document this with you so you are fully aware

boerner@gma

iMessage
3/26/24 12:04:21 PM EDT

Luther Rollins (+19415397253)

Absolutely. Document with the police and take photos. Glad you are okay and the perpetrator was caught. Please call me today when you are available. We've never had any activity like this in the past.

3/28/24 5:59:48 PM EDT

The garage was closed I was there at 11pm last night

Luther, sharing this rap sheet of the man who entered our home. It's terrifying to press charges even though I told the officer "yes" to charges pressed for trespassing. I don't know if that created a charge or if I have actions to take to do so.

I spoke to an attorney here. After digging in, he advised me to back off, considering he has no assets and acts with violence often. He said I was likely to create risk by going after him, which I didn't like hearing.

The adrenaline has worn off, and we both realize how dangerous the other night was and how lucky we were.

Zach Steinberger (+19415397253)

Okay would you like

Now, knowing what I know about his background, I'm worried about us living here. I think it will dissipate in time, but I need to decide what to do vs what not to do.

Either way, I'd like to get cameras to alert us with motion detectors, and I can buy those if you agree. They will be attachable to the exterior but not cameras requiring drilling. Ring cameras have worked for me before.

We'd also feel safer with metal, lockable gates.

As of now, they don't lock, and he knows that.

He got a DUI the same night (the police told me), but today, his car is gone from his driveway, so he is driving—no regard for much.

Zach Steinberger (+19415397253)

Okay will do

And I'm skeptical the DUI was even given as the DUI as the cops seemed to know and like him. His mindset is vengeful, and no one can tell me we aren't on his hit list for pressing trespassing charges. The attorney also said I couldn't prove he intended to steal anything, so burglary charges won't hold.

Zach Steinberger (+19415397253)

Unfortunately can't help any further.

Luther has asked me to cease communication.

All future communication will be directly through him.

Addendum D: Current Ads for 2649 Tifton St. St., Gulfport, FL 33711

Zillow: As of October 18th, 2024

species living room, ideal for relaxing gatherings or relaxation. The fully equipped kitchen, complete with modern appliances sets the stage for memorable meals and entertaining friends. The bedrooms are thoughtfully furnished to create cozy retreats, while the beautifully appointed bathrooms offer a touch of luxury. Step outside to find a well-maintained front yard that adds to the property's curb appeal, and a backyard oasis that beckons for socializing, barbecues, and enjoying the Florida sunshine. With a private circular driveway and garage, parking is a breeze no more searching for spots. Located mere steps from the heart of downtown Gulfport. Explore charming shops, discover renowned restaurants, and immerse yourself in the local arts and culture scene. Don't forget about the nearby picturesque waterfront, offering breathtaking sunsets, beach activities, and opportunities to embrace an active coastal lifestyle. Power, sewer, water, trash, cable TV, wifi, lawn care, and pest control are all included. Pets welcome. Call today and make the "Gecko House" your summer and/or fall home!

Show less ^

- Air Conditioner, Central Air
- Electric, Central
- Attic/Floor, Combined

[Request a tour](#)[Scroll to apply](#)

Addendum E: Police Report, March 26th, 2024

COMPLAINT/ARREST AFFIDAVIT – CIRCUIT/COUNTY COURT – PINELLAS COUNTY, FLORIDA										
UCN: 522024MM004097XXXXMM					FL0520500					
OBTs #		REPORT # GP24-4756			DOCKET # 1959388					
Person ID 2799017		SSN [REDACTED]								
Charge Description <input type="checkbox"/> Felony <input checked="" type="checkbox"/> Misdemeanor <input type="checkbox"/> Warrant <input type="checkbox"/> Traffic <input type="checkbox"/> Ordinance		Traffic Citation # (if any)			Court Case #					
Charge TRESPASS IN STRUCTURE OR CONVEYANCE (OCCUPIED)					24-04097-MM-1					
Defendant's Name (Last, First, Middle) BORLAND, BRIAN LEE		DOB 08/19/1990		Sex M	Race W	Ht 510	Wt 180	Hair BRO	Eyes BRO	Skin LGT
Alias		DL # B-645-072-90-299-0		State FL		Scars/Marks/Tattoos/Physical Features				
Local Address (Street, City, State, Zip Code) 2601 48TH ST S GULFPORT FL 33707				Telephone		Place of Birth FLORIDA		Citizenship YES		
Permanent Address (Street, City, State, Zip Code) 2601 48TH ST S GULFPORT FL 33707				Telephone		Employed by / School				
Weapon Seized: Type <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Indication of Drug Influence <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> UNK		Indication of Mental Health Issues <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> UNK		Indication of Alcohol Intoxication <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> UNK		
Co-Defendant's Name (Last, First, Middle)				DOB		Sex	Race	In Custody <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Co-Defendant's Name (Last, First, Middle)				DOB		Sex	Race	In Custody <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<p>The undersigned swears that he/she has reasonable grounds to believe that the above named defendant on the <u>26</u> day of <u>MARCH</u>, 2024, at approximately <u>3:27</u> AM, at <u>2649 TIFTON ST S</u>, in Pinellas County did:</p> <p>BRIAN BORLAND DID, WILLFULLY ENTER UPON OR REMAIN ON THE PROPERTY OF STEPHEN BOERNER LOCATED AT 2649 TIFTON ST S WITHOUT BEING AUTHORIZED, LICENSED, OR INVITED TO ENTER OR REMAIN THEREIN THE SAID STRUCTURE, AND AT THE TIME OF SAID TRESPASS, OR DURING THE ATTEMPT TO COMMIT SUCH TRESPASS, THERE WAS A HUMAN BEING, TO-WIT: MELISSA BEMER, IN THE STRUCTURE.</p> <p>MELISSA BEMER WAS INSIDE THE RESIDENCE WHEN SHE OBSERVED A MALE (BRIAN BORLAND) WALKING THROUGH HER RESIDENCE AND UP TO HER BEDROOM DOOR. BRIAN BORLAND THEN TURNED AROUND AND WALKED BACK OUT OF THE REAR OF THE RESIDENCE WHERE HE WAS MET WITH BEMER'S HUSBAND, STEPHEN BOERNER ON THE BACK PATIO. STEPHEN BOERNER THEN STRUCK BRIAN BORLAND ON THE LEFT SIDE OF HIS FACE AND TACKLED HIM TO THE GROUND. BEMER CALLED POLICE WHILE BOERNER HAD BORLAND SUBDUED ON THE GROUND. POLICE ARRIVED AND OBSERVED BOERNER ON TOP OF BORLAND IN THE BACK YARD OF THE RESIDENCE. BORLAND WAS EXTREMELY INTOXICATED BUT MAINTAINED THAT HE THOUGHT IT WAS HIS GIRLFRIEND'S RESIDENCE.</p>										
Contrary to Florida Statute/Ordinance <u>810.08(2)(B) - MISD1</u>										
ARREST DATE: <u>3/26/2024</u> Time <u>3:45 AM</u> , Aggravating/Mitigating Factors _____										
Booking Officer: <u>GUGLIOTTA, A 54151</u> Amount of Bond <u>500</u> Bond Out Date _____ Time <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.										
Victim Notified of Advisory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Injuries to Victim? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Medical Treatment to Victim? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No										