

BREACH OF IMPLIED WARRANTY OF HABITABILITY

WITH THE FAILURE TO PROVIDE AND MAINTAIN SAFE, HABITABLE PREMISES EXACERBATING EMOTIONAL DISTRESS LINKED TO THE PTSD DIAGNOSIS AS A DIRECT CONSEQUENCE OF THE MARCH 26TH, 2024 HOME INVASION AND VIOLENT ALTERCATION WITH THE INTRUDER, AND WITH A DOCUMENTED LANDLORD RESPONSE THAT ACCELERATES BOTH REALIZATION OF JUDGMENT AND THE TREBLE DAMAGES THAT THE PLAINTIFF CLAIMS ALONGSIDE IT.

1 Parties Involved:

1. **Plaintiff:** Stephen Boerner (Tenant)
2. **Defendant:** Luther Rollins (Landlord)

2 Statutory Violations:

- **Fla. Stat. §83.51(1)(a):**
 - Failure to comply with applicable housing and health codes to maintain premises in a habitable and safe condition.
- **Fla. Stat. §83.51(2)(a):**
 - Failure to provide reasonable provisions for locks, gates, and structural safety features essential for tenant security and well-being.

3 Summary of Claim:

- This claim arises from the Defendant's repeated and willful failure to comply with statutory obligations under Florida law, specifically Fla. Stat. §83.51.
- The defendant's pattern of neglect, along with bad faith efforts to dismiss the plaintiff's legitimate concerns, directly resulted in a breach of the implied warranty of habitability, created an unsafe living environment, and exacerbated the plaintiff's emotional distress.
- This led to increased individual mental health therapy, prescription drugs, and on-site medical visits, resulting in significant emotional, mental, opportunity, and financial damages.

4 Factual Allegations:

Home Invasion, Initial Neglect, and Awareness of Criminal Threat

- On March 26, 2024, at around 3:27am, per the documented police report provided as an exhibit of evidence, a home invasion took place at 2649 Tifton St. S., Gulfport, FL, where the plaintiffs, a husband and wife, were living.
- The Plaintiff immediately notified the Defendant via text message. Specifically, at 12:02:55 on March 26, 2024, the Plaintiff informed the Defendant:

"Hi Luther, we had a break-in last night. The police were on site, a report was filed, and charges were pressed. I'd like to document this with you so you are fully aware." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- The intruder gained access to the property through a disused side gate. It lacked a functional locking mechanism and had deteriorated wood.
- Importantly, during a phone call on March 26, 2024, immediately following Plaintiff's notification, Defendant described the condition of his property's gate as "deteriorated," acknowledging the serious structural deficiency that rendered it incapable of providing adequate security.
- In their ongoing communications concerning the home invasion, the Defendant mentioned a more lasting and potentially more appropriate solution during a phone call.
 - * Instead of merely repairing the deteriorated wooden side gate's latch for a tighter closure or installing a new locking mechanism—which could be impractical due to the gate's condition
 - The defendant suggested replacing the deteriorated wooden gates with "metal ones" might be the best course of action.
 - * This indicates his awareness that the existing wooden gates were beyond simple repair and that a more robust, secure solution was necessary.
 - * This acknowledgment underscores the Defendant's responsibility to take immediate action to rectify the security breach, a responsibility he demonstrably failed to fulfill.
- The plaintiff shared the intruder's arrest record with the Defendant, revealing a history of 40 arrests and nine felonies, many of which were for similar crimes.
 - * The plaintiff clearly conveyed to the landlord in the text message dated March 26:

"His mindset is vengeful, and no one can tell me we aren't on his hit list for pressing trespassing charges." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
 - * The Defendant acknowledged the severity of the intruder's criminal history, stating:

"The perpetrator sounds like a bad person and repeat petty criminal." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)

- * Using the word "repeat," the Defendant acknowledged the safety risk posed by a criminal who repeatedly commits crimes.
- The Defendant's inability to secure the property created a foreseeable risk of intrusion, which ultimately manifested as the home invasion.

5 March 28, 2024: Repeated Requests for Security and Defendant's Inadequate Response

On March 28, 2024, Plaintiff followed up with Defendant, expressing significant fear for personal safety and requesting essential security improvements.

- In a text message sent at 17:59:26, the Plaintiff stated:

"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. We'd also feel safer with metal, lockable gates. As of now, they don't lock, and he knows that." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- The Plaintiff's use of the term "metal, lockable gates" was specifically chosen to mirror the Defendant's own words from the March 26th conversation.
- In that conversation, Defendant suggested that the gates "should just be replaced with metal ones" as a more effective and permanent solution rather than simply repairing the deteriorated wooden gates.
 - * This demonstrates that Plaintiff was not only aware of the need for a more robust solution but also echoed Defendant's assessment of the situation.
- The Defendant's response was inadequate and demonstrated a lack of concern for the Plaintiff's well-being.
- The defendant provided only superficial remedies, responding in a manner that restricted the available options and maintained the financial burden on the plaintiff.

"I'm okay with you getting motion detector cameras as long as no drilling." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- Defendant also suggested,

"Also maybe put a plastic sign in the yard that says video surveillance. Might be a deterrent too," again placing the responsibility on Plaintiff and offering a cheap solution to a serious security breach. (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- The Defendant stated,

"I hear you and agree it might be best to not press charges. And hopefully never see this guy again." (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)

- The Defendant’s use of ”hopefully” demonstrates a lack of empathy for the Plaintiff’s situation. The defendant, who lives out of state, was merely ”hoping” for the best while doing nothing to address the safety concerns.
- Regarding the subsequent quote from the same series of text messages exchanged between Plaintiff and Defendant, Defendant once more employs the term ”hope” as an integral part of the suggested actions for the tenant to pursue, articulated as follows:

”Let’s hope in the end this is an isolated and 1-time only event.” (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- This quote is telling. The defendant’s suggestion that both the landlord and tenants should have ”hope” that no further incidents will occur, while only mentioning ideal remedies while never actually doing anything to improve the security of the home, is an unfathomable and disheartening response
- This commentary comes after the defendant learns that the intruder lives five blocks away from the tenant’s rented home and whom has a strong motive for retaliation due to the tenant pressing trespassing charges as shared by Plaintiff to Defendant on March 26th, 2024:

His mindset is vengeful, and no one can tell me we aren’t on his hit list for pressing trespassing charges. (Official Carrier Phone Log: Text Message Conversation between Plaintiff & Defendant)
- This neglect demonstrates a disregard for the landlord’s duty to maintain a safe and habitable environment, as Florida law mandates:

“maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads.” (Statute § 83.51(2)(a))
- “Maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads.”
 - * A tall fence outlines the property, and two gated entries are the only ways to access the enclosed backyard (except from within the home).
 - * The two side gates connect other structural elements, including being affixed to other structural components like the fence.
 - * All of these components are structurally attached to the home itself to prevent intruders—as is the design of the gapless fence—which makes the side gates themselves critical structural components.

6 Pattern of Neglect: Unsanitary Living Conditions

- Between January 10, 2024, and January 25, 2024, the Plaintiff reported a severely clogged kitchen sink, resulting in stagnant water and unsanitary living conditions.

- * Despite multiple requests for assistance, Defendant failed to respond or take any action to remedy the situation, forcing Plaintiff to resolve the issue independently.
- * This incident demonstrates a pattern of neglect and a further violation of Fla. Stat. §83.51(2)(a), which requires landlords to maintain functional plumbing.

7 Pattern of Bad Faith: Coercive Communication and Misrepresentation

- With Defendant seeking to claim the entire \$4,500 security deposit, Plaintiff dispatched a formal dispute letter on October 28, 2024. In this correspondence, and to align with the communication protocols specified in Defendant’s claim about the security deposit, the tenant requested communication via certified USPS mail.
- The Defendant’s response was as follows:
 - * Overall, the defendant made four phone calls, left three voicemails, and sent one text message.
 - * In each attempt, coercive tactics were used to try to coax the Plaintiff into a phone conversation, despite the certified mail correspondence specifically referencing the need to maintain certified mail to amicably resolve the matter.
 - * On October 29, 2024, during a six-hour period, the landlord made two phone calls, left two voicemails, and sent one text message from all the communication mentioned earlier.
 - Two initial phone calls, followed by two voicemails within a short time frame—approximately two hours apart—and a text message after another two hours had elapsed.
- The specific text message sent by Luther Rollins on October 29, 2024 at 5:55 PM read:
 - * "Hi Stephen, I called you a couple times today to discuss the Tenant Response & Dispute you sent to me which I recently received. I hope we could talk (and I believe we are both supposed to) try to resolve amicably. I am available most days this week 9:00am-ish till about 10pm."

This pattern is particularly concerning because:

- (a) It violated the tenant’s explicit request for written correspondence
- (b) Was coercive and harassing.
- (c) The landlord misrepresented legal requirements by stating, "I believe we are both supposed to," - implying being amicable is defined as having a phone call. Such an interpretation is false. Such an interpretation from a lawyer is disheartening, intimidating, and frightening.

- (d) Florida Statutes §§83.49 and 83.51 (governing security deposits and habitability) and §§715.10–715.111 (handling personal property) do not require phone calls, verbal negotiations, or live discussions.
- (e) The timing and persistence of calls every two hours demonstrated a "calculated effort to erode my stance on written communication and push me into a verbally intimidating interaction."
- (f) The landlord leveraged his attorney status and email moniker, implying legal expertise and professional occupation.
- (g) "luther2law@gmail.com" - Used as the landlord communication email on the executed lease agreement.

- * Translation:

- the ironic translation of this email naming is:
- Luther-2-the-law
- Or, Luther to the law

- * Luther Rollins demonstrates a calculated pattern of using his out-of-state attorney status to intimidate and manipulate tenants while evading Florida landlord-tenant laws. This is evidenced by:

- Strategic use of 'luther2law@gmail.com' in the official lease document serving as the Landlord Contact Information.

- **Other deceptive practices outlined throughout the Plaintiff's documentation:**

- * Use of incorrect ZIP codes and inconsistent address formatting
- * Pressure for verbal discussions to avoid documented exchanges
- * Strategic use of certified mail processes to create delays, showing systematic attempts to control and manipulate communication channels.

8 Impact on Plaintiff:

- Defendant's persistent failures to maintain safe and habitable premises directly worsened Plaintiff's pre-existing PTSD, which was diagnosed in direct relation to the March 26, 2024, home invasion.
- The Plaintiff has experienced increased anxiety, trouble sleeping, and heightened vigilance directly resulting from the defendant's negligence and bad faith.
- Plaintiff has been forced to endure ongoing insecurity and fear for personal safety due to Defendant's failure to address the security breaches.
- The Plaintiff has experienced a significant decline in their quality of life due to the constant fear and anxiety caused by the Defendant's inaction.

9 Damages:

- As a direct and proximate result of the Defendant's breaches of statutory duty and bad-faith conduct, the Plaintiff has suffered damages, including but not limited to:
 - * Emotional distress and exacerbation of PTSD.
 - * Costs incurred for self-remedying maintenance issues.
 - * Loss of quiet enjoyment of the premises.
 - * Mental anguish, fear, and anxiety caused by the Defendant's negligence and lack of response to safety concerns.
 - * Potential future medical expenses related to the exacerbation of PTSD.

10 Evidence:

10.1 Tenant Communications:

- * **Texts dated March 26–28, 2024**, documenting the home invasion, the Plaintiff's requests for security improvements, the Plaintiff's specific concerns about safety, and the sharing of the intruder's arrest record.
- * **Emails and text messages** from January 2024, documenting the Defendant's failure to respond to the clogged sink issue.
- * **Text messages** from April 21-22, 2024, documenting the Defendant's onsite visit.
- * **Text message** from April 26, 2024, including video evidence of the faulty motion light and the Defendant's lack of response.
- * **Police Report and Arrest Documentation:** The defendant was provided with the official documentation of the March 26, 2024, home invasion and the intruder's arrest record, including 40 arrests and nine felonies.

10.2 Photos and Video Evidence

- * Images of the non-locking gates, faulty motion lights, and video evidence of the motion light malfunction that was provided to the Defendant on April 26, 2024.

10.3 Medical Records:

- * **Medical Documentation** from the Plaintiff's physician in April 2024, confirming the exacerbation of PTSD symptoms.

10.4 Landlord Correspondence:

- * Text response from Defendant from March 26th - May 4th, 2024 which covers the span of related text message communication.

* **To Showcase:**

- Text messages containing the Defendant's quotes: Inadequate solutions to security concerns. Implied mention of reasonable repairs. Specific prescriptions of "hope" and "let's hope."

* **To Illustrate:**

- General disregard and non-response
- For example - On 04-26-2024
- Plaintiff's text message regarding faulty motion lights that was accompanied by a video to demonstrate the faulty motion lights.

* **Defendant Response:**

- There was no response.

11 Prayer for Relief:

WHEREFORE, PREMISES CONSIDERED, the Plaintiff, Stephen Boerner, respectfully requests that this Court:

- * Issue a court-ordered injunction against the Defendant, prohibiting the Defendant from renting the property located at 2649 Tifton St. S., Gulfport, FL, until the following requirements are satisfied:
 - Replacement of the deteriorated wooden gates with secure, lockable metal gates.
 - Installation of functional motion-activated outdoor lighting throughout the property.
 - Ensure that all necessary repairs are completed so that the premises comply with applicable housing and safety codes.
- * Grant the Plaintiff any other relief that this Court finds just and fair.
- * Enter judgment in favor of the Plaintiff and against the Defendant.
- * Award the Plaintiff punitive damages to deter similar conduct by the Defendant and other landlords.
- * Award the Plaintiff compensatory damages for \$20,000. Award the Plaintiff all costs of this action, including attorney fees.

11.1 Unfair & Deceptive Acts & Treble Damages

The landlord continued to collect rent even after requests for repairs regarding safety concerns with the faulty side gates, motion lights, and security cameras.

• **Treble Damages:**

- * Treble awards allocate a multiplier of 3x to the compensatory damages awarded in the parent claim.

- The Plaintiff requests the Circuit Court's consideration on the evaluation of Treble Damages

In support, on January 10th, 2024, the tenant made a maintenance request for plumbing needs, but the landlord did not respond.

- The landlord continued to collect rent while never fulfilling the obligation to address the maintenance request, let alone respond to it.