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Noncompliance with Florida Landlord-Tenant Statutes

The following are tenant claims against the landlord, Luther J Rollins, Jr. & Mary O'Polk

**REPETITIVE BAD FAITH EXAMPLES

- Dec 6th, 2024: Response Letter to Luther
- Inventory List
- Landlord Harassment
- 5 placed phone calls
- 4 voicemails left
- 1 text message
- Incorrect Addresses
- First Letter: Excluded PO Box, Wrong Zip Code
- Second Letter: Included PO Box, Wrong Zip Code
- Landlord's Legal Self-Identification
- Timeline
- Communication with Luther (Landlord)
- Phone Calls
- Voicemails
- SMS Texts
- Emails
- Communication with Zach (appointed paralegal & local realtor)
- Emails
- SMS Texts

**CONVERSION OF PERSONAL PROPERTY

Failure to Maintain a Habitable Property

Under Fla. Stat. §83.51(1), landlords must maintain the premises in compliance with all building, housing, and health codes. During my tenancy:

- **January 2024:** A severely clogged kitchen sink rendered the property unsanitary for over 15 days. Despite multiple communications, you failed to arrange repairs, forcing me to resolve the issue independently.
- **March 2024:** Faulty motion lights and deteriorating gates left the property unsecured, facilitating a violent home invasion. Although you acknowledged these deficiencies in correspondence, they were never addressed despite their critical impact on my safety.

April 2024: Landlord's On-Site Visit and Continued Neglect of Safety Issues

During an **April 2024** onsite visit to the property, you, the landlord, physically observed critical safety concerns yet took no action to address them. These included:

• **Sagging Tree Limbs:** Overhanging branches posed a hazard by hanging dangerously close to outdoor electrical cables above the primary outdoor area.

• **Deteriorated Side Gate Entrance:** The side gate, with no working latch or locks and visibly deteriorating wood, presented a clear security risk. You acknowledged the gate's condition but did not take steps to repair or secure it.

• **Faulty Motion Lights:** I showed you the non-functional motion lights during your visit, highlighting their failure to provide consistent or reliable illumination. These lights, critical for detecting motion and ensuring safety after the March 2024 home invasion, contributed more to distress with their erratic flickering than to security.

Follow-Up Documentation:

Following your visit, I reintroduced the issue of the faulty motion lights via text message and provided a video recording to demonstrate their erratic behavior. Despite this, you failed to respond or take action, ignoring requests to revisit these critical safety concerns and explore your previous mention of installing metal gates to enhance property security.

Pattern of Neglect:

Your failure to address these longstanding safety hazards—despite being physically present on-site, personally observing the issues, and receiving follow-up documentation—exemplifies an

ongoing pattern of disregard for tenant safety. This inaction came just weeks after the March 2024 home invasion, further compounding the tenant's distress and insecurity. Your unwillingness to act directly contravenes your statutory obligations under **Fla. Stat. §83.51**, which require landlords to maintain structural components in good repair and ensure the safety of the property.

January 2024: Failure to Address Critical Maintenance (Clogged Kitchen Sink)

Incident:

In **January 2024**, I reported a **severely clogged kitchen sink** that rendered one side of the sink unusable. Water stagnated for **15 consecutive days**, creating unsanitary and potentially hazardous living conditions. Despite my clear communications outlining the issue and requesting timely resolution, you failed to respond or take action to address the problem. Ultimately, after over two weeks of inaction, I was left with no choice but to resolve the issue independently at my own expense.

Impact and Precedent Set:

Your complete lack of response and failure to fulfill your legal obligation to maintain the property set a **clear precedent**for how all future maintenance, sanitary, and safety concerns would be handled—or, rather, neglected—by you as the landlord. As a tenant living in **Florida** while you remained out of state in **North Carolina**, your geographic absence, combined with delays in communication (or outright silence), indicated to me that **immediate and urgent concerns**requiring action would have to be resolved **entirely by me** in order to ensure my basic health, safety, and habitability.

This incident signaled a lack of support and responsiveness, forcing me to accept that any similar emergencies—whether sanitary hazards, maintenance failures, or security breaches—would likely be **ignored** or delayed to the point where I would be required to handle them myself, regardless of cost, burden, or legal obligation.

Statutory Basis:

- **Fla. Stat. § 83.51(2)(a):**

"The landlord shall make reasonable provisions for […] running water and hot water."

- **Fla. Stat. § 83.51(1)(b):**

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

Violation:

You violated your statutory duty to maintain essential plumbing facilities in functional condition, leaving me without a sanitary kitchen sink for over **15 days**. This failure was not an isolated lapse but an early indication that tenant needs—no matter how urgent—would be neglected unless handled directly by me.

Supporting Evidence:

• Text messages documenting my notification of the clogged sink and your lack of response.

• Follow-up text confirming I completed the repair independently due to your inaction.

Conclusion:

The January 2024 sink incident exposed the **systemic inadequacy** of your responsiveness as an out-of-state landlord and set a troubling expectation: that any immediate or urgent safety, sanitary, or maintenance issue would be my responsibility, despite Florida law clearly placing this burden on the landlord. The failure to take corrective action, combined with the geographic disconnect, left me to live under the assumption that your neglect was a **requirement of living in your property**, as further evidenced by subsequent failures to address far more serious safety and habitability concerns later in the tenancy.

This incident laid the foundation for the recurring pattern of neglect and delayed communication that would continue to compromise my well-being and safety throughout the lease term.

December 10th, 2024

Stephen Boerner
424 North New St
Bethlehem, PA 18018

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

RE:

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

Introduction

Luther,

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

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

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

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

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

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

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

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

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

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

You chose, not mistakenly, to make decisions I have uncovered. You chose to operate

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

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

• **The $4,500 security deposit** was not returned within the legally mandated timeline, nor was an itemized list of deductions ever provided, as required under **Fla. Stat. § 83.49(3)**.

• **My personal property, valued at $4,200 after depreciation**, was unlawfully withheld in violation of **Fla. Stat. §§ 715.10–715.111**, with no notice or opportunity for retrieval provided.

• **The lease itself** reflects glaring omissions and structural defects, all of which you, as a licensed attorney, should have been aware of and prevented.

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

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

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

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

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

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