

Comprehensive Legal Memorandum:

Analysis of Landlord-Tenant Dispute in:

Boerner v. Rollins

Residential Landlord-Tenant Dispute

Property Address:

*2649 Tifton St S
Gulfport, FL 33711*

*Pinellas County
State of Florida*

Case No.:

Pending

Stage of Developing Case:

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

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

A. Tenant

- Name: Stephen Boerner
- Current Address: 424 North New St., Bethlehem, PA 18018
- Status:
 - 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.
- Contact Information:
 - Phone:
 - Email:

B. Landlord

- Name: Luther J. Rollins, Jr.
- Business Name: Amarlu Enterprises
- Address: 231 Government Ave. S.W., #3097, Hickory, NC 28603
- Status: Licensed attorney and property owner
- Contact Information:
 - Phone:
 - Email:

III. Factual Background

A. Lease Agreement and Initial Tenancy

- Lease Term: October 2023 - September 2024

- Monthly Rent: \$4,500
- Security Deposit: \$4,500
- Property Type: Residential rental property, fully furnished
- Key Lease Provisions:
- Landlord's obligation to maintain the premises
- Procedures for handling the security deposit
- Tenant's responsibilities regarding property care

B. Maintenance Issues

- October 2023: Tenant reports a severely clogged kitchen sink.
- Tenant's Action: Multiple attempts to contact the landlord for repairs; no response received.
- Resolution: Tenant purchases a drain cleaner for \$15 and resolves the issue independently.
- Implication: Early indication of the landlord's neglect in fulfilling maintenance obligations.
- Evidence: Communication attempts documented in Appendix C.

C. Security Breach and Safety Concerns

- March 26, 2024: A break-in occurs at the property.
- Details:
- Intruder entered through a deteriorated fence gate.
- Tenant's personal property disturbed; minor damage to furniture.
- Evidence: Police report in Appendix C-1.
- Tenant's Action: Informs the landlord and requests repairs to the fence gate and permission to install security cameras.
- Evidence: Communication records in Appendix C-2.
- Landlord's Response:
- Conditionally approves the installation of cameras without drilling.
- Fails to address the repair of the fence gate.
- Result: Tenant's safety concerns remain unaddressed, leading to increased anxiety and exacerbation of PTSD.

- Evidence: Medical records documenting increased PTSD symptoms in Appendix D.

D. Move-Out and Tenant's Personal Property Left Behind

- September 2, 2024: Tenant vacates the property.
- Reason for Delay: Storm-related issues causing delays in moving and garbage collection.
- Tenant's Personal Property Left: Weber Spirit E-310 Propane Grill and other items.
- Evidence: Itemized list and photographs in Appendix F.
- Tenant's Action: Makes documented attempts to retrieve belongings; communication from the landlord ceases.
- Evidence: Emails and texts in Appendix C-3.

E. Security Deposit Dispute

- October 1, 2024: Landlord sends a "Notice of Intention to Impose Claim on Security Deposit," claiming the entire \$4,500 for unspecified damages.
- Notice Deficiencies: Lacked itemization and specific reasons for withholding.
- Evidence: Copy of the notice in Appendix G-1.
- October 5, 2024: Tenant receives the notice.
- October 18, 2024: Tenant sends a formal dispute letter via certified mail.
- Content: Addresses each claim, disputes unsupported charges, requests itemization and evidence.
- Evidence: Formal dispute letter in Appendix G-2 with proof of delivery.
- Landlord's Response: Begins making unsolicited phone calls and text messages despite tenant's request for written communication only.
- Evidence: Phone logs and messages in Appendix C-4.

F. Harassment and Emotional Distress

- Post-Dispute Communication:
- Landlord makes multiple unsolicited phone calls and sends text messages.
- Tenant experiences increased stress and aggravation of PTSD symptoms.
- Evidence: Medical records in Appendix D.
- Pattern of Harassment:

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

IV. Legal Issues and Statutory Violations

A. Improper Handling of Security Deposit

1. Violation of Florida Statute §83.49(3)

- Statutory Requirements:
 - §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.
 - §83.49(3)(b): Tenant has 15 days to object in writing to the landlord's claim.
 - §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 the deposit immediately.
- Specific Violations by Landlord:
 - Insufficient Notice: The notice lacked sufficient detail and itemization of damages, preventing the tenant from making an informed objection.
 - Evidence: Copy of the notice in Appendix G-1.
 - Lack of Evidence: No documentation provided to support the deductions from the security deposit.
 - Withholding Entire Deposit: Retained the entire \$4,500 without valid justification.
- Relevant Case Law:
 - *Fipps v. Robinson*, 612 So. 2d 686 (Fla. 1st DCA 1993): Landlords must provide specific reasons for withholding deposits; vague statements are insufficient.
 - *Williams v. Ridge*, 548 So. 2d 410 (Fla. 3d DCA 1989): Emphasizes the necessity of detailed notices to comply with statutory requirements.

2. Legal Analysis

- Non-Compliance with Statutory Requirements:
 - The landlord's failure to provide a detailed, itemized notice violates §83.49(3)(a).
 - Under §83.49(3)(c), this non-compliance forfeits the landlord's right to impose a claim, and the deposit must be returned.

- Bad Faith Withholding:
- Requirement for Additional Damages:
- Additional damages and attorney's fees may be awarded if the landlord acted in bad faith.
- Bad faith must be demonstrated and is not presumed.
- Evidence of Bad Faith:
- Landlord's professional status as an attorney suggests knowledge of statutory requirements.
- Willful disregard for the law and failure to comply may constitute bad faith.
- Reference: Communications in Appendix C-4 show landlord's awareness and intentional non-compliance.

3. Potential Damages

- Return of Security Deposit: \$4,500
- Attorney's Fees and Court Costs: Recoverable if bad faith is proven under §83.49(3)(c).

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

1. Violation of Florida Statute §715.104

- Statutory Requirements:
- Notice Requirement: Landlord must provide written notice to the former tenant regarding the disposal of personal property left on the premises.
- Content of Notice: Must describe the property and state that it will be disposed of if not claimed within a specified time.
- Specific Violations by Landlord:
- Failure to Provide Notice: No written notice was given to the tenant regarding the personal property left behind.
- Ignoring Retrieval Attempts: Landlord disregarded the tenant's documented efforts to retrieve belongings.
- Evidence: Emails and texts in Appendix C-3.
- Use of Tenant's Personal Property: Utilized the tenant's personal property (e.g., grill) to market the rental property.
- Evidence: Property advertisements in Appendix E.
- Relevant Statute:
- Florida Statute §715.109: Failure to comply with §715.104 may result in the landlord being liable for damages caused by the non-compliance.

2. Legal Analysis of Conversion

- Definition of Conversion in Florida Law:
- Conversion is the unauthorized act of dominion or control over another's personal property inconsistent with their ownership rights.
- Elements of Conversion:
 1. Ownership: Tenant owns the personal property.
 - Evidence: Receipts and photographs in Appendix F.
 2. Unauthorized Control: Landlord exercised control over the property without consent.
 - Evidence: Use of property in advertisements (Appendix E).
 3. Deprivation: Tenant was deprived of possession and use of the property.
 - Evidence: Documented retrieval attempts ignored by landlord (Appendix C-3).
- Intent Not Required:
- *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.

3. Potential Damages

- Value of Tenant's Personal Property: \$4,210.62
- Additional Damages:
- Recovery of Property's Value: Tenant may recover the value of the property under §715.109.
- Attorney's Fees and Costs: May be awarded if the court finds landlord's actions were willful or malicious.

C. Breach of Implied Warranty of Habitability

1. Violation of Florida Statute §83.51

- Statutory Requirements:
- Landlord must comply with applicable building, housing, and health codes.
- Maintain structural components in good repair.
- Specific Violations by Landlord:
- Neglect of Maintenance: Failure to repair the clogged sink and deteriorated fence gate.

- Evidence: Maintenance requests in Appendix C-2.
- Compromised Security: Ignoring safety concerns after the break-in.
- Evidence: Communications and police report in Appendix C-1 and C-2.
- Relevant Case Law:
- 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.

2. Legal Analysis

- Breach of Duty:
- Landlord's failure to maintain the property breaches the implied warranty of habitability under §83.51.
- Causal Link to Emotional Distress:
- Neglected repairs contributed to the break-in, exacerbating tenant's PTSD.
- Evidence: Medical records in Appendix D.

3. Potential Damages

- Compensatory Damages:
- Cost of Repairs: \$15 for sink repair; potential costs for securing the property.
- Rent Abatement: For periods when the property was uninhabitable.
- Medical Expenses: Related to PTSD treatment exacerbated by the landlord's negligence.

D. Harassment and Emotional Distress

1. Violation of Tenant's Rights

- Specific Actions by Landlord:
 - Unsolicited Communication: Continued phone calls and texts despite tenant's request for written communication only.
- Evidence: Phone logs and messages in Appendix C-4.
- Emotional Impact: Actions caused substantial emotional distress, worsening the tenant's PTSD.

- Evidence: Medical records in Appendix D.
- Relevant Statutes and Case Law:
- Florida Statute §784.048 (Stalking):
- Harassment Definition: Engaging in a course of conduct directed at a specific person that causes substantial emotional distress and serves no legitimate purpose.
- *Humphrey v. State*, 759 So. 2d 115 (Fla. 2000): Clarified elements of harassment and stalking.
- *Dominguez v. Equitable Life Assurance Society*, 438 So. 2d 58 (Fla. 3d DCA 1983): Established standards for intentional infliction of emotional distress.
- *Blanco v. Marcus*, 964 So. 2d 181 (Fla. 3d DCA 2007): Recognized harassment in landlord-tenant relationships leading to emotional distress.

2. Legal Analysis

- Harassment and Emotional Distress:
 - Landlord's conduct meets the definition of harassment under §784.048.
 - The repeated unsolicited communication caused substantial emotional distress, especially considering the tenant's PTSD.
- Intentional Infliction of Emotional Distress:
 - Elements:
 1. Outrageous Conduct: Landlord's persistent harassment despite knowing the tenant's mental health condition.
 2. Intent or Reckless Disregard: Landlord acted with knowledge or reckless disregard of the effect on the tenant.
 3. Causation: Direct link between landlord's actions and tenant's emotional distress.
 4. Severity: Emotional distress was severe enough to require medical attention.
 - Evidence Tying Actions to Claims:
 - Appendix C-4: Demonstrates the pattern of harassment.

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

3. Potential Damages

- Compensatory Damages:
 - Medical Expenses: Costs for therapy and medication.
 - Pain and Suffering: Non-economic damages for emotional trauma.
 - Punitive Damages:
 - May be awarded if conduct is found to be willful, malicious, or in reckless disregard of the tenant's rights.

E. Negligence and Breach of Contract

1. Failure to Fulfill Lease Obligations

- Contractual Obligations:
 - Maintenance and Safety: Landlord agreed to maintain the property in a safe and habitable condition.
 - Specific Breaches:
 - Neglected Maintenance: Failure to repair critical issues.
 - Evidence: Documented in communications (Appendix C-2).
 - Security Negligence: Not addressing the compromised fence gate leading to the break-in.
- Legal Analysis:
 - Negligence Elements:
 1. Duty of Care: Landlord owed a duty to maintain the property safely.
 2. Breach of Duty: Failure to perform necessary repairs.
 3. Causation: The breach directly led to the break-in and tenant's damages.

4. Damages: Property damage and emotional distress resulted.

2. Potential Damages

- Monetary Damages:
- Property Damage: Costs to repair or replace damaged items.
- Increased Security Measures: Expenses incurred by the tenant to secure the property.
- Consequential Damages:
- Additional losses stemming from the landlord's breach.

V. Aggravating Factors

A. Landlord's Professional Status

- Licensed Attorney:
 - Higher Standard of Conduct: As an attorney, the landlord is presumed to have knowledge of legal obligations and statutory requirements.
 - Ethical Obligations: Potential violations of the Florida Bar Rules of Professional Conduct, specifically:
 - Rule 4-8.4(c): Prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation.
 - Rule 4-8.4(d): Prohibits conduct that is prejudicial to the administration of justice.
- Evidence of Bad Faith:
 - Professional knowledge suggests that violations were willful and in bad faith.
 - Supports claims for additional damages and attorney's fees.
 - Evidence: Pattern of conduct documented in Appendix C and failure to comply with statutory requirements.

B. Pattern of Willful Misconduct

- Repeated Negligence:
- Consistent failure to address maintenance and security issues.
- Conversion of Tenant's Personal Property:

- Unauthorized use and retention of the tenant's belongings.
- Harassment:
- Persistent unwanted communication despite clear instructions to cease.

VI. Damages Summary

1. Return of Security Deposit: \$4,500
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.
4. Attorney's Fees and Court Costs: Recoverable if bad faith is established.
5. Punitive Damages: Subject to statutory caps and court discretion.

Total Estimated Damages (excluding punitive damages and emotional distress):

\$8,710.62

VII. Potential Outcomes Analysis

A. Low Outcome Scenario

- Return of Security Deposit: \$4,500
- Value of Tenant's Personal Property: \$4,210.62
- Compensatory Damages for Emotional Distress and Negligence: \$5,000
- No Punitive Damages Awarded
- Attorney's Fees and Costs: Not awarded

Total Recovery: \$13,710.62

B. Medium Outcome Scenario

- Return of Security Deposit: \$4,500
- Value of Tenant's Personal Property: \$4,210.62
- Compensatory Damages for Emotional Distress and Negligence:
\$25,000
- Punitive Damages: \$50,000 (if court finds willful misconduct)
- Attorney's Fees and Costs: \$10,000

Total Recovery: \$93,710.62

C. High Outcome Scenario

- Return of Security Deposit: \$4,500
- Value of Tenant's Personal Property Converted: \$4,210.62
- Compensatory Damages for Emotional Distress and Negligence: \$75,000
- Punitive Damages: \$225,000 (maximum under statutory caps)
- Attorney's Fees and Costs: \$20,000

Total Recovery: \$328,710.62

Note on Punitive Damages Caps and Court Discretion:

- 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.
- Court Discretion: Courts have the discretion to reduce punitive damages if deemed excessive or disproportionate to the compensatory damages awarded.
- Proportionality Consideration: The high outcome scenario represents the maximum potential recovery, but actual awards may be lower based on judicial discretion.

Clarification on Statutory Damages:

- 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.
- Bad Faith Factors:
 - Landlord's professional status as an attorney.
 - Willful non-compliance with statutory requirements.
 - Evidence of intentional misconduct.

VIII. Procedural and Pre-Litigation Considerations

A. Pre-Litigation Obligations

- Demand Letter Strategy:
 - Purpose: Formally notify the landlord of the claims and provide an opportunity to settle before litigation.
- Best Practices:
 - Include a specific deadline for response (e.g., 14 days).
 - Outline the legal basis for claims and the remedies sought.
 - Express willingness to engage in Alternative Dispute Resolution (ADR).

B. Alternative Dispute Resolution (ADR)

- Mediation:
 - Benefits:
 - Cost-effective and faster resolution.
 - Confidentiality of proceedings.
 - Opportunity for creative solutions.
 - Potential Outcomes:
 - Settlement agreements that may include monetary compensation and non-monetary terms.
- Arbitration:
 - Considerations:
 - Binding decision by a neutral arbitrator.
 - May limit the ability to appeal.
 - Consequences of Refusal to Engage in ADR:
 - Courts may view refusal unfavorably, potentially impacting attorney's fees and costs awards.

C. Reporting Professional Misconduct

- Florida Bar Complaint & Potential Violations:
 - Rule 4-8.4(c): Conduct involving dishonesty, fraud, deceit, or misrepresentation.
 - Rule 4-8.4(d): Conduct prejudicial to the administration of justice.
- Procedure:

- File a formal complaint with the Florida Bar outlining the ethical violations.
- Implications for Landlord:
 - Possible disciplinary actions, including reprimand, suspension, or disbarment.

IX. Evidence and Supporting Documentation

A. Lease Agreement

- Details terms and obligations of both parties, including maintenance responsibilities and security deposit handling procedures.
- Reference: Full lease agreement in Appendix H.

B. Correspondence

- Text Messages and Emails:
 - Maintenance requests and landlord's responses (Appendix C-2).
 - Tenant's attempts to retrieve personal property (Appendix C-3).
 - Cross-Referencing:
 - Evidence organized chronologically to demonstrate patterns of negligence and harassment.

C. Phone Records and Voicemails

- Evidence of Harassment:
 - Logs showing multiple unsolicited calls and messages (Appendix C-4).
 - Voicemail recordings illustrating the landlord's disregard for tenant's requests.

D. Police Report

- Incident Details:
 - Break-in on March 26, 2024.
 - Police findings and recommendations (Appendix C-1).

E. Medical Records

- PTSD Diagnosis:
 - Documentation of diagnosis prior to tenancy.
 - Impact of Landlord's Actions:
 - Medical professional statements linking exacerbation of PTSD to the landlord's conduct (Appendix D).

F. Property Advertisements

- Screenshots and Listings:
 - Evidence showing tenant's personal property used in marketing (Appendix E).
 - Comparative Analysis:
 - Comparing previous listings to demonstrate the landlord's new use of tenant's property.

G. Receipts and Proof of Ownership

- Documentation:
 - Receipts for tenant's personal property left behind (Appendix F).
 - Photographs taken before move-out.

H. Formal Dispute Letter

- Content:
 - Tenant's detailed objections to the landlord's security deposit claim (Appendix G-2).
 - Proof of certified mailing and delivery.

X. Legal Remedies and Next Steps

A. Potential Legal Actions

1. Civil Lawsuit:
 - Claims:
 - Breach of contract.
 - Violations of Florida statutes (§83.49, §83.51, §715.104).
 - Conversion.
 - Intentional infliction of emotional distress.
 - Negligence.

- Relief Sought:
 - Compensatory damages.
 - Punitive damages.
 - Attorney's fees and costs.
- 2. Professional Misconduct Complaint:
 - Filing with Florida Bar Association:
 - Alleging violations of ethical obligations under the Florida Bar Rules of Professional Conduct.
 - Relevant Rules:
 - Rule 4-8.4(c): Prohibits conduct involving dishonesty or misrepresentation.
 - Rule 4-8.4(d): Prohibits conduct prejudicial to the administration of justice.
- 3. Complaint to Regulatory Agencies:
 - Florida Department of Agriculture and Consumer Services.
 - Florida Department of Business and Professional Regulation.

B. Jurisdiction and Venue

- Jurisdiction:
 - Subject Matter: Florida Circuit Court (amount exceeds \$30,000).
 - Personal Jurisdiction: Landlord owns property in Florida and conducted activities within the state.
- Venue:
 - Pinellas County, Florida: Appropriate venue as the location of the property and where the cause of action arose.

C. XI. Conclusion

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.

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.

XII. References

1. Florida Statutes:

- §83.49: Deposit money or advance rent; duty of landlord and tenant.
- §83.51: Landlord's obligation to maintain premises.
- §83.67: Prohibited practices.
- §715.104: Notification of former tenant of personal property.
- §715.109: Liability of the landlord.
- §768.72 - §768.73: Punitive damages statutes.
- §784.048: Stalking; definitions; penalties.

2. Case Law:

- *Fipps v. Robinson*, 612 So. 2d 686 (Fla. 1st DCA 1993).
- *Williams v. Ridge*, 548 So. 2d 410 (Fla. 3d DCA 1989).
- *Star Fruit Co. v. Eagle Lake Growers, Inc.*, 33 So. 2d 858 (Fla. 1948).
- *Kravitz v. Dann*, 399 So. 2d 377 (Fla. 3d DCA 1981).
- *Humphrey v. State*, 759 So. 2d 115 (Fla. 2000).
- *Dominguez v. Equitable Life Assurance Society*, 438 So. 2d 58 (Fla. 3d DCA 1983).
- *Blanco v. Marcus*, 964 So. 2d 181 (Fla. 3d DCA 2007).

XIII. Appendices

Appendix A: Timeline of Events

- October 2023: Tenant moves in; reports clogged kitchen sink; landlord unresponsive.
- March 26, 2024: Break-in occurs; tenant notifies landlord; requests repairs and security enhancements.
- March 28, 2024: Landlord's inadequate response; fails to address security concerns.
- September 2, 2024: Tenant vacates; leaves personal property due to storm-related delays; attempts to retrieve items begin.
- October 1, 2024: Landlord issues vague claim on the security deposit.
- October 18, 2024: Tenant sends formal dispute letter; landlord begins harassment.

Appendix B: Itemized List of Tenant's Personal Property

1. Weber Spirit E-310 Propane Grill: \$1,200
 2. Furniture Items: \$1,500
 3. Electronics: \$800
 4. Personal Belongings (tools, garden equipment): \$710.62
- Total Value: \$4,210.62

Appendix C: Supporting Communications

- C-1: Police report from break-in incident.
- C-2: Maintenance requests and landlord's responses.
- C-3: Tenant's attempts to retrieve personal property.
- C-4: Phone logs and voicemails documenting unsolicited communications.

Appendix D: Medical Documentation

- PTSD Diagnosis: Assessment reports from licensed mental health professionals.
- Treatment Records: Therapy sessions and medication prescriptions.
- Impact Statements: Descriptions of how the landlord's actions exacerbated the condition.

Appendix E: Property Advertisements

- Screenshots of Listings: Showing the tenant's personal property featured.

- Comparative Analysis: Previous listings without such amenities.

Appendix F: Receipts and Proof of Ownership

- Documentation: Receipts for tenant's personal property.
- Photographs: Taken before move-out.

Appendix G: Formal Correspondence

- G-1: Landlord's notice of intention to impose claim on security deposit.
- G-2: Tenant's formal dispute letter with proof of certified mailing.

Appendix H: Lease Agreement

- Content: Full lease agreement detailing obligations of both parties.

XIV. Contact Information

Tenant's Legal Representation (To Be Determined)

- 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]

Landlord's Contact Information

- Name: Luther J. Rollins, Jr.
- Address: 231 Government Ave. S.W., #3097, Hickory, NC 28603
- Phone: [Landlord's Phone Number]
- Email: [Landlord's Email Address]

This legal analysis provides a comprehensive overview of the tenant's claims against the landlord, supported by statutory references and relevant case law. It is intended for use by legal professionals engaged by the tenant and does not constitute legal advice.