

TEXT EDIT'S NOTEBOOK LM SAVED CONVERSATIONS

This document compiles relevant Florida statutes and case law concerning a landlord-tenant dispute. It focuses on the landlord's violations of Florida Statute §83.49, regarding security deposit handling, specifically the failure to provide timely and itemized information. Further, it cites the landlord's breaches of §83.51, concerning maintenance of the premises, and §715.104, regarding the handling of abandoned tenant property. Finally, potential violations of statutes prohibiting stalking and requiring foreign entity registration are raised, supported by various case precedents establishing landlord liability for such actions. The overall purpose is to establish the legal grounds for the tenant's claims against the landlord.

Key Topics

Florida Landlord-Tenant Law & Case Law

Here are the Florida Statutes that are relevant to your case, along with supporting quotes from the sources:

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§83.49: Deposit money or advance rent; duty of landlord and tenant [1-17]: This statute outlines the landlord's responsibilities regarding security deposits.

○

§83.49(2) 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 [18-25]. The landlord failed to provide this information [23-25].

* "Pursuant to Florida Statute §83.49(2) and as stipulated in the signed lease agreement, I request that you confirm: 1. The number of rental units you own or manage in the state of Florida. 2. Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing" [18, 19, 21].

○

§83.49(3)(a) mandates that a landlord must provide an itemized list of damages claimed against the deposit within 30 days of lease termination [6, 7, 11, 12, 15, 16, 26-34] which the landlord did not

do [15, 27-30, 32].

* "Your initial "Notice of Intention to Impose Claim on Security Deposit" lacked the statutorily required detail. Florida Statute §83.49(3)(a) demands that you provide an itemized list of damages claimed against the deposit within 30 days of termination" [32].

* "Florida law requires landlords to issue a claim on the security deposit within 30 days of termination, clearly itemizing damages and reasons for deductions (§83.49)" [27].

* "The landlord failed to provide a proper notice of claim on your security deposit within 30 days, lacking specific itemization and detailed reasons for deductions" [28].

○

§83.49(3)(b) specifies that a tenant has 15 days to object to a claim on the security deposit [35-40]. Your response was sent within this timeframe [35-40].

* "Pursuant to Florida Statute §83.49(3)(b), this response is being sent via Certified Mail within the 15-day timeframe provided for tenant disputes and constitutes a formal objection to your claims" [35-40].

○

The landlord's failure to provide a proper notice of claim on the security deposit within 30 days, with specific itemization and detailed reasons for deductions, means the landlord may have forfeited his right to impose claims and you are entitled to a full refund of your deposit [6, 20, 29, 41, 42].

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§83.51: Landlord's obligation to maintain premises [1-4, 9, 10, 13, 14, 17, 26, 34, 43-48]: This statute outlines the landlord's responsibility to maintain the property in a safe and habitable condition [34, 43, 45-49].

○

§83.51(1)(a) requires the landlord to comply with building, housing, and health codes [34, 47, 48].

* "The landlord at all times during the tenancy shall: (a) Comply with the requirements of applicable building, housing, and health codes" [47, 48].

○

The landlord failed to address maintenance issues, such as a clogged kitchen sink and a broken fence gate [28, 29, 50-52], and the landlord's repeated delays and failure to act on tenant concerns demonstrate a consistent pattern of neglect [22, 34, 45, 48, 53].

●

§715.104: Notification of former tenant of personal property left on premises [2-5, 9, 10, 12-14, 17, 27, 28, 33, 34, 44, 46, 51, 54-59]: This statute requires the landlord to provide written notice to the tenant regarding personal property left on the premises [13, 17, 22, 27, 28, 34, 44, 46, 54, 56, 57, 59, 60].

○

§715.104(1) states that a landlord must 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 [22, 27, 57]. The landlord did not provide this notice [10, 22, 28, 54, 57, 59, 60].

* "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" [22, 27, 57].

- §715.109: Liability of the landlord [2-4, 9, 12, 22, 44, 54, 61-63]: This statute specifies that if a landlord does not comply with the requirements for handling personal property, they are liable to the former tenant for actual damages or three months' rent, whichever is greater, and the costs of the action [22, 44, 54, 61-64]. * "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." [22, 44, 54, 61, 62].

- §83.67: Prohibited practices [27, 63]: This statute prohibits landlords from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property [27].

- "Under Florida Statute §83.67(5), landlords are prohibited from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property." [27].

- §784.048: Stalking; definitions; penalties [28, 63, 65-68]: This statute defines and prohibits stalking, which includes conduct causing substantial emotional distress without legitimate purpose [28, 65, 67, 68].

- The landlord engaged in a pattern of harassment through unsolicited communications despite requests for written correspondence only, which aggravated your pre-existing PTSD, causing significant emotional distress [28, 29, 42, 69].

- * "The landlord engaged in a pattern of harassment through unsolicited communications despite requests for written correspondence only. His actions aggravated your pre-existing PTSD, causing significant emotional distress" [28, 42].

- §454.23: This statute may be relevant if the landlord misrepresented their legal status [42, 67].

- §605.0902: This statute requires foreign entities conducting business in Florida to register as such [67, 70, 71]. If the landlord operated through unregistered assumed business names or avoided Florida's foreign registration requirements, it could undermine the lease's enforceability [70, 71].

Additional relevant statutes that may be applicable to this case:

- Chapter 718, Florida Statutes: The Condominium Act, may be relevant in disputes involving rental units within condominiums [72].

- Chapter 720, Florida Statutes: The Homeowners' Associations chapter, may be relevant if the rental property is part of a community governed by an HOA [72].

- Chapter 723, Florida Statutes: This chapter covers Mobile Home Park Lot Tenancies, which can be relevant if the dispute involves a mobile home or manufactured home rental [72].

- Chapter 768, Florida Statutes: Negligence and Tort Actions, can be invoked in cases where a tenant or landlord seeks damages for personal injury or property damage due to negligence or wrongful acts [73].

- Chapter 831, Florida Statutes: Forgery and Counterfeiting, might be referenced if there are disputes over the authenticity of lease agreements or other documents [73].

- Chapter 832, Florida Statutes: Fraudulent Practices, can be relevant if there are allegations of fraud in the rental agreement or related transactions [73].

The case law cited in the documents also reinforces your position:

- Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980): Without evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages [7, 18, 19, 22, 27, 51, 55, 60, 71, 74-78].

- Durene v. Alcime, 448 So.2d 1208 (Fla. 3d DCA 1984): Emphasized the importance of proper documentation in landlord-tenant disputes [2, 3, 7, 18, 19, 22, 27, 51, 55, 60, 71, 74-78].

- Williams v. Edwards, 642 So.2d 124 (Fla. 1st DCA 1994): Confirms that absent timely, itemized notices, the landlord cannot withhold the deposit [2, 3, 9, 51, 56, 58, 71, 77].

- Goodwin v. Alexatos, 584 So.2d 1007 (Fla. 5th DCA 1991): Unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages [2, 3, 9, 22, 27, 44, 56, 58, 77].

- Fipps v. Robinson, 612 So.2d 689 (Fla. 1st DCA 1993): Tenants are not responsible for normal wear and tear [2, 3, 9, 22, 56, 58, 65].

- Williams v. Ridge, 548 So. 2d 410 (Fla. 3d DCA 1989) [63, 65, 79].

- Star Fruit Co. v. Eagle Lake Growers, Inc., 33 So. 2d 858 (Fla. 1948) [63, 65, 79].

- Kravitz v. Dann, 399 So. 2d 377 (Fla. 3d DCA 1981) [65, 79].
 - Humphrey v. State, 759 So. 2d 115 (Fla. 2000): Clarified elements of harassment and stalking [65, 68, 79].
 - Dominguez v. Equitable Life Assurance Society, 438 So. 2d 58 (Fla. 3d DCA 1983): Established standards for intentional infliction of emotional distress [65, 68, 79].
 - Blanco v. Marcus, 964 So. 2d 181 (Fla. 3d DCA 2007) [65, 79].
- These statutes and case laws are central to your dispute and form the legal basis for your claims against the landlord.

here is a detailed briefing document summarizing the key themes, facts, and legal issues arising from the provided sources:

Briefing Document: Landlord-Tenant Dispute – Boerner v. Rollins

I. Overview

This briefing document outlines a complex landlord-tenant dispute between Stephen Boerner (Tenant) and Luther J. Rollins, Jr. (Landlord), primarily concerning the handling of a security deposit, personal property, and the breach of Florida Statutes. The tenant alleges that the landlord, who may or may not be a practicing lawyer, engaged in multiple violations, including misrepresentation, improper handling of security deposits and personal property, breach of the warranty of habitability, emotional distress and harassment of tenant. The tenant also disputes the claim of damages made by the landlord. The tenant is pursuing legal action, seeking not only compensatory damages but also statutory and punitive damages.

II. Key Themes and Issues

Misrepresentation and "luther2law@gmail.com": The landlord uses the email address "luther2law@gmail.com," which creates the impression of being a practicing attorney. This could be misrepresentation and an attempt to appear as an attorney without being one. "This could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination."

If Luther is not a practicing attorney, any claims he made while appearing to be one would constitute misrepresentation. "If Luther verbally claimed to be a lawyer during your tenancy, this could constitute misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute."

Improper Handling of Security Deposit (Fla. Stat. §83.49): The initial

claim on the security deposit lacked specific details and line items. "The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit."

The landlord failed to inform the tenant of where the security deposit was being held, whether it was interest-bearing, and how many Florida properties he owns, all of which are required by law if he owns more than five properties, all within 30 days of receiving the funds."Luther did not reply to certain items in my tenant dispute letter one of which was my request for him to declare how many Florida properties he had as a landlord... nor was I informed about my security deposit as in where it was being held and related details."

The tenant argues the landlord used future or potential expenses/damages as a basis for deductions, not actual expenses. "The letter spoke of repairs that would have to be done and clean up that would have to be made. Again, you wrote this letter on October 1, 2024 and you mailed it on October 2, 2024, but the property was listed for rent on October 5, 2024, so it's clear to me that you used wording of future tense damages". The landlord's claim did not specify the nature or extent of the damage, making it a broad brush stroke.

The tenant has requested that the landlord confirm "whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing, as per Florida Statute §83.49."

The tenant also requested, "The number of rental units you own or manage in the state of Florida"

Unlawful Retention and Conversion of Personal Property (Fla. Stat. §715.104):The landlord did not provide proper written notice about abandoned personal property, a violation of Florida law, citing that "...trust that he would provide me my 10 to 15 day window and provide me in writing a list of all of the belongings that he would consider abandoned Should I not reply to the issued letter siding, each individual piece of property and a timeframe to come pick it up? That is the statute as it is stated that was not followed."

"Under Florida Statute §715.104(1): > "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."

The landlord advertised the property for rent, using the tenant's grill as a "barbecue" amenity which constitutes conversion. "I am confident that marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term, but did not use that terminology for the previous lease term when a grill did not exist in your backyard nor was it a amenity you marketed and I am confident the courts will see that as conversion."

The landlord's counter offer of \$500 for the personal property "can serve as an implicit acknowledgment of liability."

The tenant states, "Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate

that as of the writing of this letter and as of the writing of my previous letter sent in mid October, I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

The landlord "accuses me of sending packages that were in my addendum B list to the property that he owns in Gulfport after the lease concluded but I can validate the shipping records that no package arrived after I vacated the property and packages that arrived towards the end of my Lease agreement are labeled an addendum B and are currently stored on the property by Luther."

Landlord Negligence and Breach of Warranty of Habitability (Fla. Stat. §83.51):The landlord ignored an initial maintenance request for a clogged kitchen sink. "In October 2023 , I encountered a severely clogged kitchen sink drain, rendering the left portion of the sink unusable. Action Taken: I promptly submitted a maintenance request. Your Response: There was no response or action taken on your part."

The landlord failed to address security issues after a break-in, including malfunctioning side gates and the lack of security cameras. "I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter." and "... you ignored my comments about the new fence gates that were needed that could actually latch and lock as the decayed fence gates did not lock let alone close completely."

The landlord gave permission for the tenant to install security cameras, but restricted the tenant from mounting them. "In other words you allowed me to find cameras that could not be fixed in any way shape or form to the physical structures on the property."

Emotional Distress and Harassment:The tenant developed PTSD as a result of the break-in and the landlord's inaction regarding security concerns. "I developed PTSD due to threats that I received for retaliation that I kept between myself and my therapist."

The landlord engaged in frequent, unwanted phone calls and voicemails after the tenant requested communication via certified mail only.

"Since Luther received my tenant dispute letter, he has called four times and left three voicemails... Luther tried to core me into phone calls, but I am not a lawyer and getting on the phone with him would be a disadvantage to me."

The tenant states the landlord's communications are "highly stressful and antagonize my PTSD, which can be validated with my therapist, corroborating by me, not issuing a response."

The tenant notes that unwanted communication, "should have ended communication attempts outside of the requested channels, but it continued."

The tenant notes that the landlord's communications were "antagonizing my condition."

Disputed Claims Regarding Property Damage:The landlord's initial claim on the security deposit contained a "broadbrush stroke, Language and accusations as cited in my tenant dispute letter were incredibly ommissive, which was coupled by an arrogance to just take what you want

to take without following the state statute that protect the tenant landlord relationship"

The landlord claimed damages to walls, fixtures, excessive garbage, and spoiled food. The tenant claims the issues were normal wear and tear or unusual circumstances. "No damage beyond normal wear and tear was caused. Florida law specifies that tenants are not responsible for normal wear and tear."

The tenant argues that the landlord's claims are based on future estimates, not actual documented damages, noting the landlord advertised the property for rent soon after move-out, suggesting repairs could not have been completed yet. "if you have these things how you state you do I invite you to look at the wording that you used in your claim on security deposit letter to me the wording that you used on October 1, 2024 when writing that letter spoke of the damages you would incur not the damages you did incur."

The tenant cites the case, Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980), where "the court held that without evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages."

Arbitrary Settlement Offers and Shifting Burden of Proof: The landlord's settlement offer of \$500 for personal property and partial return of the security deposit is seen as arbitrary. "I will not accept your offer that is arbitrarily made up without any degree of clarity and specificity as declared your responsibility by state mandated statutes."

The landlord is attempting to shift the burden of proof regarding the existence of the personal property when it is the landlord's responsibility to prove the property was not present or abandoned.

"Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter... I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

III. Legal Arguments and Potential Damages

The tenant is pursuing legal action against the landlord based on multiple violations of Florida law, including:

Florida Statute §83.49: Violations regarding improper handling of the security deposit.

Florida Statute §715.104: Violations regarding improper handling of abandoned personal property and conversion of property.

Florida Statute §83.51: Violations regarding the landlord's duty to maintain the premises and breach of the warranty of habitability, including security issues and failure to repair.

Florida Statute §83.67: Prohibited practices of converting the tenant's personal property.

Florida Statute §784.048: Stalking, arising from unwanted communications.

Potential for misrepresentation charges if landlord acted under pretense of being a lawyer while not actually practicing.
Potential for violations of Florida Statute §605.0902 if the landlord is conducting business in Florida without properly registering as a foreign entity.

Types of Damages the Tenant is Seeking:

Compensatory Damages: \$8,710.62
Statutory Damages: \$4,500
Treble Damages: Up to \$26,131.86
Punitive Damages: Up to \$26,131.86
Emotional Distress Damages: \$10,000 to \$50,000
Consequential Damages: \$3,500 to \$5,500
Statutory Conversion Damages: Up to \$8,421.24
General/Nominal Damages: \$1,000 to \$2,000
Total potential damages could be as high as \$108,394.58.

IV. Key Evidence and Supporting Facts

Lease Agreement: Signed lease confirming the landlord-tenant relationship, the terms of the lease, and acknowledgment that the lease is governed by Florida Statutes Chapter 83.
Security Deposit: The amount of security deposit paid (\$4,500).
Tenant Dispute Letter: Document outlining the landlord's initial claim on security deposit letter and tenant's claims and dispute.
Correspondence: Two response letters from the landlord and the tenant's response to the landlord.
Text Messages: Communications between the tenant and landlord relating to property maintenance, a break-in, and other issues.
Text messages show that the landlord was aware of the security issues.
Text messages show that landlord was informed of a home invasion and his response was not compliant to the safety and security of his tenants, including a request to install security cameras (with restrictions).
Text messages document landlord's acknowledgement of a clogged sink and not addressing the issue.
Text messages from a tenant stating, "Likewise, Luther. Thank you for being a great landlord. Talk soon," and shortly after text messages regarding a break-in and further correspondence about security gates, and the utility easement.
Text messages regarding the rent check being sent.
Addendum B: List of the personal property the tenant claims was left at the premises.
Property Listing: Evidence of the property being advertised for rent using the tenant's personal grill as a "barbecue" amenity.
Shipping Records: Proof that no packages were sent after the tenant vacated the property.
Brian Borland Police Records: Documentation of criminal history of the man who broke into the premises, as context for the tenant's fear and distress. This man is a known repeat offender with a history of

violence and substance abuse, making the lack of security on the property a major concern.

Therapist's Verification: Confirmation of the tenant's PTSD diagnosis, which was exacerbated by the landlord's actions and inactions.

Case Law: The tenant's case is supported by cases such as Johnson v. Baker, Durene v. Alcime, Williams v. Edwards, Goodwin v. Alexatos, and Fipps v. Robinson, which reinforce their arguments about the need for proper documentation, adherence to statutory procedures, and liability for conversion.

V. Landlord's Position

The landlord maintains that the personal property was abandoned and that he has not converted or sold any property he believed was left behind. He also argues that the security deposit was used to cover damages to the property and that he is not liable for emotional distress caused by the break-in. He states that he has photos of the premises before and after the tenancy and witnesses to damages caused by the tenant. However, the landlord has not provided evidence. The landlord offered a settlement of \$500.00 for personal property and a partial refund of the security deposit, but did not provide reasoning for his calculations.

VI. Tenant's Rebuttal to Landlord's Position

The tenant disputes that their property was abandoned stating they were not given a timeline nor proper written notice.

The tenant claims that the landlord failed to document all claims on the security deposit within the 30 days required by statute, and failed to state where the security deposit was held, interest or non-interest bearing, and if he owned more than five properties in the State of Florida.

The tenant argues that the claims of damage were not based on actual costs but were estimated future costs.

The tenant argues the use of their personal property in marketing the unit is, in fact, conversion.

The tenant asserts that the landlord has not provided any documented evidence to substantiate their claims.

VII. Conclusion

This case presents a strong legal case for the tenant. The landlord's actions and inactions appear to be in violation of multiple Florida Statutes, and he has failed to document any of his claims of damage or abandonment. The tenant has a strong argument for the recovery of their security deposit and compensation for personal property. Given the evidence, the potential exposure for the landlord is substantial. The tenant is actively preparing to pursue litigation, and is prepared to bring forth not only the violations of statutes but also claims related to misrepresentation and fraud. The tenant has expressed a desire to hold the landlord accountable not just in the court of law, but with regulatory authorities and professional bodies governing his

alleged legal career.

VIII. Recommendations

Continue to gather and preserve all relevant documentation.
Prepare for potential litigation with all evidence available.
Reiterate that all communication is to be done in writing via certified mail.
Be prepared to counter the Landlord's claims with evidence and specific case law.
This briefing document provides a comprehensive overview of the ongoing dispute and should be used to inform strategy moving forward.

NotebookLM can be inaccurate, please double check its responses.

here's the detailed timeline and cast of characters based on the provided sources:

Timeline of Events

Prior to October 2023: Stephen Boerner and Melissa Bemer sign a lease agreement with Luther J. Rollins, Jr. for a property located at 2649 Tifton St S in Gulfport, Florida. The lease includes Zach Steinberger listed as "landlord" in an area where it was supposed to have the name of the tenant and landlord acknowledging the agreement. Mary O. Polk also appears as a landlord party on the agreement.

October 2023: Stephen Boerner submits a maintenance request for a severely clogged kitchen sink. No action was taken by Luther in response.

February 27, 2024: Stephen Boerner sends a text message to Luther, stating the rent check for March was mailed that day. Luther acknowledges receipt.

March 2024: The property experiences a break-in. Brian Borland is arrested on site. Initial charges were for "trespassing," however, the tenant pursued altering the charges to include burglary after finding evidence of intent to steal. The tenant later opts not to pursue the charges, after consulting an attorney and deciding it was not worth the personal risk

March 26, 2024: The tenant informs Luther of the break-in by text message.

March 28, 2024: Stephen Boerner shares a rap sheet of Brian Borland with Luther, expressing his concerns and seeking advice on whether to press charges. Luther advises against pressing charges due to Borland's violent history. Luther gives permission for a motion sensor camera system provided it does not involve drilling. Luther also states he will be coming to the property in April to inspect.

April 19, 2024: Luther informs Stephen and Melissa that he will be in St. Pete the following Sunday and Monday and would like to meet.

April 22, 2024: Stephen thanks Luther for being a great landlord.

April 24, 2024: Stephen sends a text to Luther about GeoForce digging a hole on the property. He had no prior notice. Luther states that the area where they were digging was a utility easement, but that the tenants should be notified when work occurs on the property.

June 8, 2024: Stephen informs Luther by text that there was a clerical error in the rent payment and that he will send a new check for June, and the check for July. The lease down payment covered the rent for August, which was the final month of the lease term.

June 17, 2024: Luther confirms by text that he has received and deposited the June and July rent checks.

August 31, 2024: The lease term ends.

Around September 4, 2024: Stephen texts Luther that he is leaving town indefinitely, offering an opportunity for Luther to allow for retrieval of the remaining belongings on the property. This text is later used by Luther to suggest abandonment, however the full text message makes it clear that the tenant was in good faith and looking to work with the landlord.

Around September 4, 2024 The tenant attempts to reach Zach Steinberger with a list of personal property. Zach relays that he cannot assist the tenant and that all communication should be with Luther directly. The tenant is aware that Luther is at the property at this time by witnessing his car parked in the driveway.

Around September 11, 2024 After waiting a week for Luther to issue a written list of belongings and a window of time to collect them, per Florida State Statute, the tenant leaves Florida.

October 1, 2024: Luther sends a letter to Stephen regarding the security deposit. He claims that he is retaining the full \$4,500 for damages, but provides little detail about said damages and includes wording referencing future expenses, and not damages that had already been incurred.

October 2, 2024: Luther mails his claim on security deposit letter.

October 5, 2024: The property is listed for rent.

Mid-October 2024 Stephen sends a tenant dispute letter to Luther via certified mail. The tenant also requests that Luther provide the number of properties he owns, where the security deposit was being held, and if it is interest-bearing, as required by law. Luther fails to respond to these requests and the tenant is not able to verify his status as a landlord in the state of Florida.

After Tenant Dispute Letter: Luther calls Stephen four times and leaves three voicemails within a 24-hour period, along with a follow-up text message, despite the tenant requesting communication by certified mail only.

Around November 8, 2024: Luther responds to Stephen's tenant dispute letter. Luther proposes to return \$1,500 of the security deposit and \$500 for the personal belongings left on the property. The letter did not provide specific details on the security deposit withholdings and uses a return address with "PO Box" but still the incorrect ZIP Code.

November 8, 2024: The tenant receives the above mentioned letter, dated November 8th.

Later in November 2024: Stephen sends a letter to Luther as a formal

response to his letter on November 8, citing violations of several Florida statutes. The letter formally rejects Luther's offer and states the intent to pursue legal action.

Cast of Characters

Stephen Boerner: The tenant in the dispute. He is proactive in communicating with the landlord, and documenting any issues and violations of state statutes. He attempts to address the disputes in a professional and legally compliant manner.

Melissa Bemer: The other tenant who appears on the lease agreement with Stephen Boerner.

Luther J. Rollins, Jr.: The landlord in the dispute. He uses the email address "luther2law@gmail.com," is accused of misrepresenting his legal status, and has failed to follow various Florida statutes regarding security deposits and abandoned property. He has a history of providing incorrect mailing addresses.

Zach Steinberger: Identified as a paralegal who works for Luther, and communicated frequently with the tenants throughout their lease term. At one point he is asked to relay a list of personal property to Luther, but ceases communication at Luther's direction.

Brian Borland: An individual with a criminal record who broke into the property.

Key Issues

Misrepresentation: Luther may be misrepresenting himself as a lawyer.
Security Deposit: Luther failed to provide proper notice regarding the security deposit, the bank in which it was held, if it was interest-bearing, or the number of properties he owns in Florida, and made an initial claim on the security deposit lacking specifics of the damages.

Abandoned Property: Luther failed to provide proper written notice about abandoned personal property, and potentially converted the tenant's property for his own use by marketing the tenant's grill as a "barbecue" amenity on the rental property.

Landlord Negligence: Luther failed to address security concerns after a break-in, and ignored an initial maintenance request.

Emotional Distress & Harassment: The tenant suffered emotional distress and PTSD as a result of the break-in and the landlord's subsequent actions, and Luther made frequent unwanted communications outside the tenants desired channel of certified mail only.

Shifting Burden of Proof: Luther appears to be improperly trying to shift the burden of proof onto the tenant regarding personal property left behind.

Violation of Statutes: Luther has failed to comply with Florida Statute §83.49 regarding improper handling of the security deposit, and has failed to comply with Florida Statute §715.104 for handling abandoned property.

Legal Claims

Conversion of Personal Property: Luther's use of the tenant's grill,

could lead to treble damages.

Punitive Damages: Luther's bad faith actions may lead to punitive damages.

Emotional Distress Damages: Luther's failure to act on security concerns after a break-in may lead to additional damages.

Statutory Damages: Violations of Florida Statutes may lead to additional monetary penalties.

This timeline and cast of characters should give a solid overview of the situation presented in the sources. Let me know if you have any other questions!

NotebookLM can be inaccurate, please double check its responses.

FAQ: Landlord-Tenant Dispute in Florida

1. What are the landlord's obligations regarding the security deposit under Florida law?

Florida Statute §83.49 dictates that landlords must adhere to strict protocols concerning security deposits. If a landlord owns or manages five or more rental units, they must inform the tenant, within 30 days of receiving the deposit, of the location where the deposit is held, including whether it's in a separate bank account, and if it's interest-bearing or non-interest bearing. Additionally, within 30 days after the tenant vacates the property, the landlord is required to provide an itemized list of damages claimed against the deposit. This notice must be detailed and specify the reasons for each deduction and the respective amounts. Failure to comply with these requirements can result in the landlord forfeiting their right to make a claim against the deposit and being liable for the return of the deposit to the tenant.

2. How does Florida law define the handling of abandoned tenant property, and what steps must a landlord take?

Florida Statute §715.104 governs how landlords should handle abandoned personal property. After a tenant vacates the premises, the landlord must send written notice to the tenant, stating that any remaining property is considered abandoned and that the landlord intends to dispose of it if not claimed within a specified time frame. This notice must include a detailed list of the abandoned property and a timeline for the tenant to reclaim it. Simply deeming property abandoned without proper notification can be a violation of the statute and can lead to claims of conversion. A landlord cannot just assume the property is abandoned based on a text message from the tenant stating their intent to leave indefinitely. The landlord is responsible for providing the tenant with a window of time and an itemized list, so that the tenant can make arrangements to retrieve their belongings.

3. What constitutes "conversion" of personal property by a landlord,

and what are the potential legal consequences?

Conversion occurs when a landlord uses a tenant's personal property as their own without authorization. This includes instances like disposing of, using, or selling a tenant's belongings, for example, advertising a rental property with the tenant's grill as a "barbecue" amenity. A landlord's attempt to sell or use tenant's property without providing required statutory notice is illegal. According to Florida common law and §83.67(5) this could lead to claims for conversion under Florida law. If a court finds that the landlord converted a tenant's property, the tenant is entitled to recover the value of the property. They could also be awarded punitive damages, especially if the conversion was willful and unlawful. Florida law allows for statutory damages for conversion, potentially doubling the value of the property. There could also be an awarding of treble damages which could result in the multiplying of the value by 3.

4. What are a landlord's responsibilities to maintain a safe and habitable premises, and what happens if those responsibilities are not met?

According to Florida Statute §83.51, landlords are legally obligated to keep their properties in habitable condition. This includes complying with all relevant building, housing, and health codes. Landlords must maintain plumbing and electrical systems in good working order, provide reasonable locks and keys, and make necessary repairs in a timely manner. If a landlord fails to address maintenance issues like clogged drains or necessary security issues after a break-in (e.g. broken gates or failing to provide security cameras) it can be considered a breach of the warranty of habitability. Tenants have recourse in such situations, such as seeking damages for any harm or loss experienced due to the landlord's negligence. The failure to keep the property in proper repair has the potential to make a landlord liable for statutory and general damages.

5. What types of damages can a tenant seek in a landlord-tenant dispute in Florida?

Tenants in Florida can pursue multiple types of damages in landlord-tenant disputes:

Compensatory Damages: Cover the actual financial losses due to the landlord's actions (e.g., cost to replace damaged property, value of converted items).

Statutory Damages: Penalties specified by law for violating certain statutes (e.g., improper handling of security deposits, conversion of property). These can include doubling the amount of the security deposit or the value of the converted property.

Punitive Damages: Aim to punish malicious or egregious conduct by the landlord and deter future misconduct. These are capped at three times the compensatory damages or \$500,000, whichever is lower.

Treble Damages: For compensatory claims related to conversion, the amount can be multiplied by three.

Emotional Distress Damages: Compensation for mental anguish caused by the landlord's actions, such as the stress caused by a break-in, and subsequent disregard for the tenants well being.

General or Nominal Damages: Minimal amounts awarded when rights were violated, but no substantial financial loss was proven.

6. Can a landlord's offer to settle be seen as an admission of guilt, and how can a settlement be evaluated?

A landlord's counter offer, such as offering \$500 for personal property, can be seen as an implicit acknowledgment of liability and can be used as evidence in court. It doesn't necessarily mean guilt, but can imply that there is at least some form of compensation due. When evaluating settlement offers, it is essential to look at the details. For example, when the landlord does not provide a breakdown or rationale for amounts it can be considered arbitrary. Arbitrary offers that do not adhere to relevant Florida statutes are invalid. It's important to consider the full amount of damages you are entitled to as well as the circumstances around how the settlement offer was created and if it was done in good faith.

7. What actions by a landlord constitute harassment, and what legal avenues are available to a tenant experiencing harassment?

Harassment includes actions that cause emotional distress or are intended to intimidate a tenant. It includes actions like unwanted phone calls or voicemails that occur after the tenant has made it clear that the sole method of communication should be via certified mail. Florida Statute §784.048 defines stalking and prohibits conduct that causes substantial emotional distress without legitimate purpose. Additionally, a landlord cannot abuse their right to access a unit in order to harass a tenant. In instances of severe emotional distress that have been exacerbated by a landlord's actions, a tenant may pursue legal actions.

8. How does the use of "luther2law@gmail.com" by a landlord potentially impact a tenant's legal case, and what are the legal implications?

Using an email like "luther2law@gmail.com" may create the impression that the landlord is a practicing attorney. If the landlord is not a practicing attorney, this could be seen as a misrepresentation. If claims were made while appearing to be a lawyer, this could be seen as a misrepresentation under Florida law, especially if this claim influenced any decisions regarding the lease or dispute. Such misrepresentations could undermine the landlord's credibility in court and may lead to additional legal scrutiny. It is pertinent to ascertain if the landlord is indeed a licensed attorney to assess the validity of actions undertaken under the guise of legal expertise.

Okay, here's a formal section for a legal letter to Luther Rollins,

detailing the issues with Zach Steinberger, drawing from the sources and our conversation history, formatted for clarity and impact:

SECTION IV: CONCERNS REGARDING ZACH STEINBERGER'S INVOLVEMENT AND IMPARTIALITY

Dear Mr. Rollins,

This section addresses the problematic conduct of your associate, Mr. Zach Steinberger, whose actions and conflicting roles raise serious concerns about his impartiality and credibility in this matter. It is essential to understand that Mr. Steinberger's involvement is not that of a neutral third party, but rather that of a biased agent, whose actions and opinions should be viewed with considerable skepticism.

A. Misrepresentation of Role and Authority:

Non-Paralegal Status: Mr. Steinberger has been presented as your "declared paralegal," a claim that is not substantiated [1-3]. In reality, he is a licensed real estate professional with Compass Florida LLC [4]. It is critical to clarify that Mr. Steinberger is not a paralegal as defined by Florida law and cannot claim to have the legal authority or expertise implied by such a designation [2]. His attempt to present himself as something he is not is a misrepresentation and is unethical [5].

Property Manager Role: In addition to being a realtor, Mr. Steinberger acted as your property manager and main point of contact [3]. This dual role compromises his ability to act as a neutral party in any dispute and creates a direct conflict of interest [2].

B. Conflicts of Interest:

Dual Agency: Mr. Steinberger served as both the listing agent when the property was for sale and the rental agent [3]. This dual role created a financial incentive for him to favor your interests over those of the tenant, thereby undermining his neutrality [3].

Financial Incentive: Mr. Steinberger's financial interests are directly tied to maintaining a positive relationship with you [3]. His commission depended on the successful sale or rental of the property, creating a bias to protect your interests, which could color his assessment of damages, and may explain his improper communication to me and failure to disclose pertinent information. His financial incentive to maintain a good relationship with you undermines his ability to act impartially [3].

Protecting Landlord: It appears that Mr. Steinberger was motivated to protect you from accountability, to preserve future business opportunities. This casts doubt on the objectivity of his opinions and actions regarding my security deposit and personal property [3].

Compromised Neutrality: As the agent responsible for securing me as a tenant, and also as the property manager, Mr. Steinberger is inherently a partial party in the disputes between you, as the

landlord, and me, as the tenant, thus compromising his neutrality [3]. His financial incentive to maintain a good relationship with you, as the landlord, undermines his ability to act impartially [3].

C. Involvement in the Security Deposit and Personal Property Dispute:

Inventory List: Mr. Steinberger was responsible for collecting the inventory list [6, 7]. This list was never fully executed with signatures on both sides [6-8], nor was it attached as an addendum to the lease [6-9], rendering it legally unsound and inadmissible in substantiating any claims. He was aware that the inventory list was not in compliance with the lease, yet he used it anyway.

Damage Assessment: As a realtor, Mr. Steinberger is not a qualified professional to evaluate damages to the property, and his statements on this matter are nothing more than an amateur opinion that carries no professional weight [3]. His assessment of damages, therefore, lacks impartiality and professional credentials.

Null and Void Addendum: Given Mr. Steinberger's numerous conflicts of interest, any written statements by him regarding damages attached to your claim on security deposit should be deemed null and void [3].

D. Communication and Record Keeping

Failure to Share Communication: As a proxy and declared paralegal, Mr. Steinberger was under obligation to share all communication between myself and him with you [3]. His failure to do so demonstrates a gross oversight on both of your parts [3].

Required Communication Records: Both you and Mr. Steinberger are required to preserve all communication records, especially text messages, as these are crucial evidence [10-12]. Tampering with or destroying potential evidence in legal proceedings is unlawful. You are both under legal obligation to provide all communication, including text communication, from the first day of communication through the present, as well as any communication records that remain on the devices, apps, and servers for the devices. .

E. Ethical and Professional Concerns:

Florida Bar Rules & Misrepresentation: You and Mr. Steinberger's actions fall under ethical violations as outlined in Florida Bar Rule 4-7.13 [5]. If Mr. Steinberger was acting as a proxy paralegal for you and was representing you, while also misrepresenting himself to me, he may be engaging in deceptive representation which is prohibited [5].

NAR Code of Ethics Violations: Mr. Steinberger may have violated the National Association of Realtors (NAR) Code of Ethics, including Article 1, Article 11, and Article 12 [3]. Article 1 requires realtors to protect and promote the interests of their clients while being honest and fair with all parties. Article 11 requires realtors to perform only services for which they are qualified and to disclose conflicts of interest. Article 12 prohibits false or misleading statements about the condition of a property [3].

Compromised Testimony: Due to his multiple conflicts of interest and potential ethical breaches, Mr. Steinberger's testimony should be

viewed with skepticism. His dual roles may call into question his impartiality regarding tenant damages and the legitimacy of the inventory list he collected [3].

F. Conclusion:

Mr. Steinberger's conduct demonstrates a pattern of conflicts of interest and potential breaches of ethical and professional standards. His dual roles, misrepresentation of his status, and involvement in the security deposit dispute all cast doubt on his credibility and impartiality. This undermines your position and further highlights the bad faith with which you have handled this matter. All actions and statements by Mr. Steinberger should be viewed with the understanding that they are not impartial and, as such, carry little weight without corroborating third-party evidence. It is also noteworthy that you, a licensed attorney, would allow such conflicts of interest to occur and even participate in their exploitation.

This detailed explanation of Mr. Steinberger's involvement is intended to provide a clear legal basis for challenging his credibility and the validity of any claims he has made in this matter. I expect you to take these issues seriously and recognize the potential legal ramifications of your association with Mr. Steinberger.

NotebookLM can be inaccurate, please double check its responses.

License Jurisdiction Issue: Rollins is a licensed attorney in North Carolina, not Florida. Using an email address like "luther2law@gmail.com" in a Florida legal matter may mislead the tenant into believing he is authorized to practice law in Florida, potentially violating professional conduct standards.

Intimidation Tactics: By implying legal expertise or representation through his email and communications, Rollins may be engaging in unethical behavior aimed at intimidating or misleading the tenant, thereby exerting undue pressure during the dispute.

Evidence and Documentation Issues: The lack of proper documentation and evidence from Rollins severely undermines his claims, providing a stronger position for the tenant in any legal proceedings.

Emotional and Physical Impact: Claims related to harassment and emotional distress highlight the adverse effects of Rollins' actions on the tenant's well-being, potentially justifying claims for emotional damages.

Professional Ethical Concerns: As an attorney, Rollins' alleged violations of the Florida Bar Rules amplify the severity of his misconduct, possibly leading to professional disciplinary actions in addition to tenant claims.

Conclusion:

This detailed breakdown of claims against Luther Rollins not only aligns with Florida's legal framework but also presents a clear and organized case for the tenant's position. By categorizing each allegation and providing specific instances of misconduct, the tenant can effectively demonstrate the breadth and depth of Rollins' violations, thereby strengthening the case for restitution, compensation, and appropriate punitive measures.

By maintaining this structured and detailed format, you ensure that each claim is easily navigable and comprehensible, facilitating effective organization and presentation of your case.

Okay, here is a detailed briefing document synthesizing the provided sources, focusing on the key themes, facts, and quotes.

Briefing Document: Boerner v. Rollins Landlord-Tenant Dispute

I. Overview

This document outlines a complex landlord-tenant dispute between Stephen Boerner (Tenant) and Luther J. Rollins Jr. (Landlord) concerning a property located at 2649 Tifton St. S., Gulfport, FL. The core of the dispute involves alleged violations of Florida Statutes related to security deposits, abandoned property, and habitability, along with claims of misrepresentation, negligence, emotional distress and harassment by the landlord. The tenant is pursuing legal action against the landlord.

II. Key Themes and Issues

Misrepresentation and "luther2law@gmail.com":

The landlord uses the email address "luther2law@gmail.com", creating an impression of being a practicing attorney. This could be a misrepresentation. "This could suggest an attempt to shield himself

from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination."

If the landlord is not a practicing attorney, any claims he made while appearing to be one would constitute misrepresentation. "If Luther verbally claimed to be a lawyer during your tenancy, this could constitute misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute."

Improper Handling of Security Deposit (Fla. Stat. §83.49):

The landlord's initial claim on the security deposit lacked specific details and line items. "The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit."

The landlord did not provide information about the bank where the deposit was held, whether it was interest-bearing, or how many Florida properties he owns, all of which are required by law if he owns more than five. "Luther did not reply to certain items in my tenant dispute letter one of which was my request for him to declare how many Florida properties he had as a landlord... nor was I informed about my security deposit as in where it was being held and related details."

The tenant claims that the landlord improperly used potential future expenses or damage as a basis for security deposit deductions. "The letter spoke of repairs that would have to be done and clean up that would have to be made. Again, you wrote this letter on October 1, 2024 and you mailed it on October 2, 2024, but the property was listed for rent on October 5, 2024, so it's clear to me that you used wording of future tense damages"

The tenant has made a request that the landlord confirms "whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing, as per Florida Statute §83.49."

The tenant also requested, "The number of rental units you own or manage in the state of Florida"

Unlawful Retention and Conversion of Personal Property (Fla. Stat. §715.104):

The landlord failed to provide proper written notice about the personal property left behind, as required by Florida law. "...trust that he would provide me my 10 to 15 day window and provide me in writing a list of all of the belongings that he would consider abandoned Should I not reply to the issued letter siding, each individual piece of property and a timeframe to come pick it up? That is the statute as it is stated that was not followed."

"Under Florida Statute §715.104(1): > "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."

The landlord advertised the property for rent, using the tenant's grill as a "barbecue" amenity which constitutes conversion. "I am confident that marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term, but did

not use that terminology for the previous lease term when a grill did not exist in your backyard nor was it a amenity you marketed and I am confident the courts will see that as conversion."

The landlord's counter offer of \$500 for the personal property "can serve as an implicit acknowledgment of liability."

The tenant states, "Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter and as of the writing of my previous letter sent in mid October, I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

The landlord "accuses me of sending packages that were in my addendum B list to the property that he owns in Gulfport after the lease concluded but I can validate the shipping records that no package arrived after I vacated the property and packages that arrived towards the end of my Lease agreement are labeled an addendum B and are currently stored on the property by Luther."

Landlord Negligence and Breach of Warranty of Habitability (Fla. Stat. §83.51):

The landlord ignored an initial maintenance request for a clogged kitchen sink. "In October 2023, I encountered a severely clogged kitchen sink drain, rendering the left portion of the sink unusable. Action Taken: I promptly submitted a maintenance request. Your Response: There was no response or action taken on your part."

The landlord failed to address security issues after a break-in, including non functioning side gates and lack of security cameras. "I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter." and "... you ignored my comments about the new fence gates that were needed that could actually latch and lock as the decayed fence gates did not lock let alone close completely."

The landlord gave permission for the tenant to install security cameras, but restricted the tenant from mounting them. "In other words you allowed me to find cameras that could not be fixed in any way shape or form to the physical structures on the property."

Emotional Distress and Harassment:

The tenant developed PTSD as a result of the break-in and the landlord's inaction regarding security concerns. "I developed PTSD due to threats that I received for retaliation that I kept between myself and my therapist."

The landlord engaged in frequent, unwanted phone calls and voicemails after the tenant requested communication via certified mail only.

"Since Luther received my tenant dispute letter, he has called four times and left three voicemails... Luther tried to core me into phone calls, but I am not a lawyer and getting on the phone with him would be a disadvantage to me."

The tenant states the landlord's communications are "highly stressful and antagonize my PTSD, which can be validated with my therapist, corroborating by me, not issuing a response."

The tenant notes that unwanted communication, "should have ended communication attempts outside of the requested channels, but it continued."

The tenant notes that the landlord's communications were "antagonizing my condition."

Disputed Claims Regarding Property Damage:

The landlord's initial claim on the security deposit contained a "broadbrush stroke, Language and accusations as cited in my tenant dispute letter were incredibly omissive, which was coupled by an arrogance to just take what you want to take without following the state statute that protect the tenant landlord relationship"

The landlord claimed damage to walls, fixtures, excessive garbage and spoiled food. The tenant claims the issues were normal wear and tear or unusual circumstances. "No damage beyond normal wear and tear was caused. Florida law specifies that tenants are not responsible for normal wear and tear."

The tenant argues that the landlord's claims are based on future estimates, not actual documented damages, noting the landlord advertised the property for rent soon after move-out, suggesting repairs could not have been completed yet. "if you have these things how you state you do I invite you to look at the wording that you used in your claim on security deposit letter to me the wording that you used on October 1, 2024 when writing that letter spoke of the damages you would incur not the damages you did incur."

The tenant cites the case, Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980), where "the court held that without evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages."

Arbitrary Settlement Offers and Shifting Burden of Proof:

The landlord's settlement offer of \$500 for personal property and partial return of the security deposit is perceived as arbitrary. "I will not accept your offer that is arbitrarily made up without any degree of clarity and specificity as declared your responsibility by state mandated statutes."

The landlord is attempting to shift the burden of proof regarding the existence of the personal property when it's the landlord's responsibility to prove the property was not present or abandoned.

"Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter... I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

The landlord is selectively quoting a text message to claim the tenant abandoned the property. "You selectively quoted my text to imply I abandoned my property. The full text states: "Hi Luther, I'm leaving town tonight indefinitely. It's the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you." In context, this message reaffirms my intent to retrieve my possessions, not abandon them."

Additional Issues:

The tenant points out inconsistencies in the landlord's mailing address stating, "In his second letter, which is the response to my tenant dispute Luther uses a return address that includes "PO Box" whereas the first letter he did not which caused a delay in delivery of over one week as well as using the wrong ZIP Code in the first letter."

The lease agreement included "Zach Steinberger" as a point of contact for the landlord. The tenant reports that communication with Steinberger ceased and that the landlord requested direct contact. The tenant cites, "the lease agreement where my tenant dispute" and the landlord did not meet the "legal obligations as lawyer, landlord, etc"

The tenant claims the landlord does not have street address services with the post office.

III. Potential Legal Actions and Damages

The tenant's legal strategy includes a range of potential claims:

Civil Lawsuit:

Breach of contract.

Violations of Florida Statutes (§83.49 – security deposit, §83.51 – habitability, §715.104 – abandoned property)

Conversion of personal property.

Intentional infliction of emotional distress.

Negligence.

Professional Misconduct Complaint:

Filing with the Florida Bar Association for violation of the Rules of Professional Conduct, specifically, Rule 4-8.4(c) – dishonesty, and Rule 4-8.4(d) – conduct prejudicial to the administration of justice.

Complaints to Regulatory Agencies:

Florida Department of Agriculture and Consumer Services.

Florida Department of Business and Professional Regulation.

Damages Sought:

Compensatory Damages: \$8,710.62

Return of security deposit.

Compensation for the value of personal property at \$4,210.62.

Loss of enjoyment, fear and any non-economic impact.

Statutory Damages:

For security deposit violations (potentially double the amount withheld as a penalty). \$4500

For conversion of personal property (potentially double the value of converted items): \$8,421.24

Treble Damages:

Treble damages (triple the compensatory damages), potentially up to \$26,131.86, but requires proof of willful and unlawful behavior.

Punitive Damages:

Punitive damages (maximum of three times compensatory or \$500,000).

Potentially up to \$26,131.86

Emotional Distress Damages:

Highly variable awards range between \$10,000 – \$50,000 in cases of documented PTSD.

Consequential Damages:

Costs for temporary security measures taken and related costs.

Estimated between \$3,500 and \$5,500.

Nominal Damages: A small award to acknowledge a legal violation even if no substantial financial loss is proven, typically between \$1,000 – \$2,000

Attorney's fees and costs.

Maximum Total Damages:

If all claims succeed at the highest estimate possible, the maximum is estimated at \$108,394.58.

IV. Evidence and Supporting Documentation

The lease agreement.
Timeline of events, including the date of move-in, break-in, move-out, and relevant correspondence.

Itemized list of personal property with estimated values.

Police report from the break-in incident.

Maintenance requests and the landlord's responses.

Tenant's attempts to retrieve personal property.

Phone logs and voicemails documenting unsolicited communications from the landlord.

Receipts for tenant's personal property left behind.

Photographs taken before move-out.

Tenant's detailed objections to the landlord's security deposit claim.

Proof of certified mailing and delivery.

Text messages and email correspondence between the parties, especially concerning security, maintenance, and the tenant's move out.

In the text messages it is noted that, "the attorney also said I couldn't prove he intended to steal anything, so burglary charges won't hold."

Shipping records for tenant's packages.

V. Key Quotes from Sources

On the Landlord's Email: "This could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer."

On Security Deposit: "The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit."

On Personal Property: "marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term"

On Negligence: "I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter."

On Harassment: "Luther tried to core me into phone calls, but I am not a lawyer and getting on the phone with him would be a disadvantage to me."

On Shifting Burden: "Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter... I am aware that my belongings

are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

On Misrepresentation: "You selectively quoted my text to imply I abandoned my property. The full text states: "Hi Luther, I'm leaving town tonight indefinitely. It's the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you."

On Unresponsive Maintenance: "In October 2023, I encountered a severely clogged kitchen sink drain, rendering the left portion of the sink unusable. Action Taken: I promptly submitted a maintenance request. Your Response: There was no response or action taken on your part."

VI. Conclusion

The evidence strongly suggests that the landlord violated multiple Florida Statutes regarding security deposits, abandoned property, and landlord responsibilities for habitability and safety. The landlord's actions indicate a pattern of willful and negligent behavior, and the tenant is pursuing a comprehensive legal strategy to seek full recovery of damages and hold the landlord accountable. The tenant's position is supported by applicable case law. The tenant asserts a pattern of bad faith on the part of the landlord and seeks punitive damages.

This briefing document is intended to provide a comprehensive overview of the key aspects of this landlord-tenant dispute. Further investigation and legal consultation is recommended to fully explore all available options and remedies.

Here is a list of relevant Florida statutes pertaining to your landlord-tenant dispute, as detailed in the provided sources:

Chapter 83, Florida Statutes: Landlord and Tenant

§83.40: Short title of the "Florida Residential Landlord and Tenant Act" [1, 2]. This statute establishes the name of the act.

§83.41: Application of the act to the rental of a dwelling unit [1, 2]. This statute specifies that the act applies to the rental of dwelling units.

§83.42: Exclusions from the application of the act [1, 2]. This statute outlines situations where the act does not apply.

§83.425: Preemption of local regulations on residential tenancies [2]. This statute establishes that state law preempts local regulations.

§83.46: Pertains to rent payments, specifying that rent is payable at the beginning of each rent period unless otherwise specified in the lease [3]. This statute clarifies when rent is due and establishes rules for month-to-month and week-to-week agreements if the lease doesn't specify.

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

[4-8]. This statute outlines the landlord's responsibilities regarding security deposits [7].

§83.49(2): 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 [7, 9-14]. This includes whether the deposit is in a separate bank account and if it is interest-bearing or non-interest-bearing [7, 9-26].

§83.49(3)(a): Mandates that a landlord must provide an itemized list of damages claimed against the deposit within 30 days of lease termination [4, 7, 9, 18, 27-49]. The notice must include specific reasons for the claim and the amounts [29, 36]. Failure to provide the required notice results in the landlord forfeiting the right to impose a claim on the security deposit [7, 41, 42, 46, 50].

§83.49(3)(b): Specifies that a tenant has 15 days to object to a claim on the security deposit [7, 39, 51-55].

§83.51: Landlord's obligation to maintain premises [4-7, 56-61]. This statute outlines the landlord's responsibility to maintain the property in a safe and habitable condition [7, 49, 55, 62, 63].

§83.51(1)(a): Requires the landlord to comply with building, housing, and health codes [7, 38, 40, 55, 63, 64].

§83.51(1)(b): Requires the landlord to maintain the plumbing in reasonable working condition [65, 66].

§83.51(2)(a): Requires the landlord to make reasonable provisions for locks and keys and to maintain functioning facilities for heat, running water, and hot water [49, 63, 67, 68].

§83.51(2)(b): Requires the landlord to comply with the requirements of applicable building, housing, and health codes [65, 66].

§83.67: Prohibited practices [8, 25, 31]. This statute prohibits landlords from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property [7, 31, 69]. It also includes sections on retaliatory conduct and illegal eviction practices [70].

§83.64: Addresses Retaliatory Conduct in landlord tenant disputes [70]
Chapter 715, Florida Statutes: Property

§715.104: Notification of former tenant of personal property left on premises [4-8, 56-60]. This statute requires the landlord to provide written notice to the tenant regarding personal property left on the premises [7, 12, 22, 31, 32, 38, 42, 49, 61, 63, 69, 71-80].

§715.104(1): States that a landlord must 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 [7, 12, 31, 73].

§715.109: Penalties for noncompliance [4-8, 56, 57]. This statute specifies that if a landlord does not comply with the requirements for handling personal property, they are liable to the former tenant for actual damages or three months' rent, whichever is greater, and the costs of the action [6, 7, 24, 34, 59, 73, 74, 76].

Chapter 784, Florida Statutes: Assault and Battery; Stalking

§784.048: Stalking; definitions; penalties [7, 8, 81]. This statute defines and prohibits stalking, which includes conduct causing substantial emotional distress without legitimate purpose [7, 25, 32, 56, 57, 60, 81-83].

Other Relevant Florida Statutes

§454.23: This statute may be relevant if the landlord misrepresented their legal status [7, 60].

§605.0902: Requires foreign entities conducting business in Florida to register as such [7, 60]. If the landlord operated through unregistered assumed business names or avoided Florida's foreign registration requirements, it could undermine the lease's enforceability [7, 58, 84].

Chapter 718, Florida Statutes: The Condominium Act, may be relevant in disputes involving rental units within condominiums [85, 86].

Chapter 720, Florida Statutes: The Homeowners' Associations chapter, may be relevant if the rental property is part of a community governed by an HOA [85, 86].

Chapter 723, Florida Statutes: This chapter covers Mobile Home Park Lot Tenancies, which can be relevant if the dispute involves a mobile home or manufactured home rental [85, 86].

Chapter 768, Florida Statutes: Negligence and Tort Actions, can be invoked in cases where a tenant or landlord seeks damages for personal injury or property damage due to negligence or wrongful acts [85, 87].

Chapter 831, Florida Statutes: Forgery and Counterfeiting, might be referenced if there are disputes over the authenticity of lease agreements or other documents [85, 87].

Chapter 832, Florida Statutes: Fraudulent Practices can be relevant if there are allegations of fraud in the rental agreement or related transactions [85, 87].

Additional Notes

Lease Agreement: The lease agreement itself is a critical document, and its terms are enforceable as long as they do not conflict with Florida statutes [83, 88]. Any default or needed remedies should refer to Part II, Chapter 83, the Florida Residential Landlord and Tenant Act [83, 88].

Federal Law: Federal laws, particularly the Fair Housing Act, are also relevant, mainly regarding anti-discrimination [89].

This comprehensive list of statutes should provide a solid foundation for understanding the legal issues in your dispute. It's important to note that this information is based on the provided sources, and you may want to consult with a legal professional to get advice tailored to your specific circumstances.

NotebookLM can be inaccurate, please double check its responses.

Here is a list of relevant Florida statutes pertaining to your landlord-tenant dispute, as detailed in the provided sources:

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§83.40: Short title of the "Florida Residential Landlord and Tenant Act" [1, 2]. This statute establishes the name of the act.

§83.41: Application of the act to the rental of a dwelling unit [1, 2]. This statute specifies that the act applies to the rental of dwelling units.

§83.42: Exclusions from the application of the act [1, 2]. This statute outlines situations where the act does not apply.

§83.425: Preemption of local regulations on residential tenancies [2]. This statute establishes that state law preempts local regulations.

§83.46: Pertains to rent payments, specifying that rent is payable at the beginning of each rent period unless otherwise specified in the lease [3]. This statute clarifies when rent is due and establishes rules for month-to-month and week-to-week agreements if the lease doesn't specify.

§83.49: Deposit money or advance rent; duty of landlord and tenant [4-8]. This statute outlines the landlord's responsibilities regarding security deposits [7].

§83.49(2): 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 [7, 9-14]. This includes whether the deposit is in a separate bank account and if it is interest-bearing or non-interest-bearing [7, 9-26].

§83.49(3)(a): Mandates that a landlord must provide an itemized list of damages claimed against the deposit within 30 days of lease termination [4, 7, 9, 18, 27-49]. The notice must include specific reasons for the claim and the amounts [29, 36]. Failure to provide the required notice results in the landlord forfeiting the right to impose a claim on the security deposit [7, 41, 42, 46, 50].

§83.49(3)(b): Specifies that a tenant has 15 days to object to a claim on the security deposit [7, 39, 51-55].

§83.51: Landlord's obligation to maintain premises [4-7, 56-61]. This statute outlines the landlord's responsibility to maintain the property in a safe and habitable condition [7, 49, 55, 62, 63].

§83.51(1)(a): Requires the landlord to comply with building, housing, and health codes [7, 38, 40, 55, 63, 64].

§83.51(1)(b): Requires the landlord to maintain the plumbing in reasonable working condition [65, 66].

§83.51(2)(a): Requires the landlord to make reasonable provisions for locks and keys and to maintain functioning facilities for heat, running water, and hot water [49, 63, 67, 68].

§83.51(2)(b): Requires the landlord to comply with the requirements of applicable building, housing, and health codes [65, 66].

§83.67: Prohibited practices [8, 25, 31]. This statute prohibits landlords from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property [7, 31, 69]. It also includes sections on retaliatory conduct and illegal eviction practices [70].

§83.64: Addresses Retaliatory Conduct in landlord tenant disputes [70]
Chapter 715, Florida Statutes: Property

§715.104: Notification of former tenant of personal property left on premises [4-8, 56-60]. This statute requires the landlord to provide written notice to the tenant regarding personal property left on the premises [7, 12, 22, 31, 32, 38, 42, 49, 61, 63, 69, 71-80].

§715.104(1): States that a landlord must 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 [7, 12, 31, 73].

§715.109: Penalties for noncompliance [4-8, 56, 57]. This statute specifies that if a landlord does not comply with the requirements for handling personal property, they are liable to the former tenant for actual damages or three months' rent, whichever is greater, and the costs of the action [6, 7, 24, 34, 59, 73, 74, 76].

Chapter 784, Florida Statutes: Assault and Battery; Stalking

§784.048: Stalking; definitions; penalties [7, 8, 81]. This statute defines and prohibits stalking, which includes conduct causing substantial emotional distress without legitimate purpose [7, 25, 32, 56, 57, 60, 81-83].

Other Relevant Florida Statutes

§454.23: This statute may be relevant if the landlord misrepresented their legal status [7, 60].

§605.0902: Requires foreign entities conducting business in Florida to register as such [7, 60]. If the landlord operated through unregistered assumed business names or avoided Florida's foreign registration requirements, it could undermine the lease's enforceability [7, 58, 84].

Chapter 718, Florida Statutes: The Condominium Act, may be relevant in disputes involving rental units within condominiums [85, 86].

Chapter 720, Florida Statutes: The Homeowners' Associations chapter, may be relevant if the rental property is part of a community governed by an HOA [85, 86].

Chapter 723, Florida Statutes: This chapter covers Mobile Home Park Lot Tenancies, which can be relevant if the dispute involves a mobile home or manufactured home rental [85, 86].

Chapter 768, Florida Statutes: Negligence and Tort Actions, can be invoked in cases where a tenant or landlord seeks damages for personal injury or property damage due to negligence or wrongful acts [85, 87].

Chapter 831, Florida Statutes: Forgery and Counterfeiting, might be referenced if there are disputes over the authenticity of lease agreements or other documents [85, 87].

Chapter 832, Florida Statutes: Fraudulent Practices can be relevant if there are allegations of fraud in the rental agreement or related transactions [85, 87].

Additional Notes

License Jurisdiction Issue: Rollins is a licensed attorney in North Carolina, not Florida. Using an email address like "luther2law@gmail.com" in a Florida legal matter may mislead the tenant into believing he is authorized to practice law in Florida, potentially violating professional conduct standards.

Intimidation Tactics: By implying legal expertise or representation through his email and communications, Rollins may be engaging in unethical behavior aimed at intimidating or misleading the tenant, thereby exerting undue pressure during the dispute.

Evidence and Documentation Issues: The lack of proper documentation and evidence from Rollins severely undermines his claims, providing a stronger position for the tenant in any legal proceedings.

Emotional and Physical Impact: Claims related to harassment and emotional distress highlight the adverse effects of Rollins' actions on the tenant's well-being, potentially justifying claims for emotional damages.

Professional Ethical Concerns: As an attorney, Rollins' alleged violations of the Florida Bar Rules amplify the severity of his misconduct, possibly leading to professional disciplinary actions in addition to tenant claims.

Conclusion:

This detailed breakdown of claims against Luther Rollins not only aligns with Florida's legal framework but also presents a clear and organized case for the tenant's position. By categorizing each allegation and providing specific instances of misconduct, the tenant can effectively demonstrate the breadth and depth of Rollins' violations, thereby strengthening the case for restitution, compensation, and appropriate punitive measures.

By maintaining this structured and detailed format, you ensure that each claim is easily navigable and comprehensible, facilitating effective organization and presentation of your case.

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Okay, here is a detailed briefing document synthesizing the provided sources, focusing on the key themes, facts, and quotes.

Briefing Document: Boerner v. Rollins Landlord-Tenant Dispute

I. Overview

This document outlines a complex landlord-tenant dispute between Stephen Boerner (Tenant) and Luther J. Rollins Jr. (Landlord) concerning a property located at 2649 Tifton St. S., Gulfport, FL. The core of the dispute involves alleged violations of Florida Statutes related to security deposits, abandoned property, and habitability, along with claims of misrepresentation, negligence, emotional distress and harassment by the landlord. The tenant is pursuing legal action against the landlord.

II. Key Themes and Issues

Misrepresentation and "luther2law@gmail.com":

The landlord uses the email address "luther2law@gmail.com", creating an impression of being a practicing attorney. This could be a misrepresentation. "This could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination."

If the landlord is not a practicing attorney, any claims he made while appearing to be one would constitute misrepresentation. "If Luther verbally claimed to be a lawyer during your tenancy, this could constitute misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute."

Improper Handling of Security Deposit (Fla. Stat. §83.49):

The landlord's initial claim on the security deposit lacked specific details and line items. "The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit."

The landlord did not provide information about the bank where the deposit was held, whether it was interest-bearing, or how many Florida properties he owns, all of which are required by law if he owns more than five. "Luther did not reply to certain items in my tenant dispute letter one of which was my request for him to declare how many Florida properties he had as a landlord... nor was I informed about my security deposit as in where it was being held and related details."

The tenant claims that the landlord improperly used potential future expenses or damage as a basis for security deposit deductions. "The letter spoke of repairs that would have to be done and clean up that

would have to be made. Again, you wrote this letter on October 1, 2024 and you mailed it on October 2, 2024, but the property was listed for rent on October 5, 2024, so it's clear to me that you used wording of future tense damages"

The tenant has made a request that the landlord confirms "whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing, as per Florida Statute §83.49."

The tenant also requested, "The number of rental units you own or manage in the state of Florida"

Unlawful Retention and Conversion of Personal Property (Fla. Stat. §715.104):

The landlord failed to provide proper written notice about the personal property left behind, as required by Florida law. "...trust that he would provide me my 10 to 15 day window and provide me in writing a list of all of the belongings that he would consider abandoned Should I not reply to the issued letter siding, each individual piece of property and a timeframe to come pick it up? That is the statute as it is stated that was not followed."

"Under Florida Statute §715.104(1): > "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."

The landlord advertised the property for rent, using the tenant's grill as a "barbecue" amenity which constitutes conversion. "I am confident that marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term, but did not use that terminology for the previous lease term when a grill did not exist in your backyard nor was it a amenity you marketed and I am confident the courts will see that as conversion."

The landlord's counter offer of \$500 for the personal property "can serve as an implicit acknowledgment of liability."

The tenant states, "Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter and as of the writing of my previous letter sent in mid October, I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

The landlord "accuses me of sending packages that were in my addendum B list to the property that he owns in Gulfport after the lease concluded but I can validate the shipping records that no package arrived after I vacated the property and packages that arrived towards the end of my Lease agreement are labeled an addendum B and are currently stored on the property by Luther."

Landlord Negligence and Breach of Warranty of Habitability (Fla. Stat. §83.51):

The landlord ignored an initial maintenance request for a clogged kitchen sink. "In October 2023, I encountered a severely clogged

kitchen sink drain, rendering the left portion of the sink unusable. Action Taken: I promptly submitted a maintenance request. Your Response: There was no response or action taken on your part."

The landlord failed to address security issues after a break-in, including non functioning side gates and lack of security cameras. "I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter." and "... you ignored my comments about the new fence gates that were needed that could actually latch and lock as the decayed fence gates did not lock let alone close completely."

The landlord gave permission for the tenant to install security cameras, but restricted the tenant from mounting them. "In other words you allowed me to find cameras that could not be fixed in any way shape or form to the physical structures on the property."

Emotional Distress and Harassment:

The tenant developed PTSD as a result of the break-in and the landlord's inaction regarding security concerns. "I developed PTSD due to threats that I received for retaliation that I kept between myself and my therapist."

The landlord engaged in frequent, unwanted phone calls and voicemails after the tenant requested communication via certified mail only.

"Since Luther received my tenant dispute letter, he has called four times and left three voicemails... Luther tried to core me into phone calls, but I am not a lawyer and getting on the phone with him would be a disadvantage to me."

The tenant states the landlord's communications are "highly stressful and antagonize my PTSD, which can be validated with my therapist, corroborating by me, not issuing a response."

The tenant notes that unwanted communication, "should have ended communication attempts outside of the requested channels, but it continued."

The tenant notes that the landlord's communications were "antagonizing my condition."

Disputed Claims Regarding Property Damage:

The landlord's initial claim on the security deposit contained a "broadbrush stroke, Language and accusations as cited in my tenant dispute letter were incredibly omissive, which was coupled by an arrogance to just take what you want to take without following the state statute that protect the tenant landlord relationship"

The landlord claimed damage to walls, fixtures, excessive garbage and spoiled food. The tenant claims the issues were normal wear and tear or unusual circumstances. "No damage beyond normal wear and tear was caused. Florida law specifies that tenants are not responsible for normal wear and tear."

The tenant argues that the landlord's claims are based on future estimates, not actual documented damages, noting the landlord advertised the property for rent soon after move-out, suggesting repairs could not have been completed yet. "if you have these things how you state you do I invite you to look at the wording that you used in your claim on security deposit letter to me the wording that you

used on October 1, 2024 when writing that letter spoke of the damages you would incur not the damages you did incur."

The tenant cites the case, Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980), where "the court held that without evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages."

Arbitrary Settlement Offers and Shifting Burden of Proof:

The landlord's settlement offer of \$500 for personal property and partial return of the security deposit is perceived as arbitrary. "I will not accept your offer that is arbitrarily made up without any degree of clarity and specificity as declared your responsibility by state mandated statutes."

The landlord is attempting to shift the burden of proof regarding the existence of the personal property when it's the landlord's responsibility to prove the property was not present or abandoned.

"Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter... I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

The landlord is selectively quoting a text message to claim the tenant abandoned the property. "You selectively quoted my text to imply I abandoned my property. The full text states: "Hi Luther, I'm leaving town tonight indefinitely. It's the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you." In context, this message reaffirms my intent to retrieve my possessions, not abandon them."

Additional Issues:

The tenant points out inconsistencies in the landlord's mailing address stating, "In his second letter, which is the response to my tenant dispute Luther uses a return address that includes "PO Box" whereas the first letter he did not which caused a delay in delivery of over one week as well as using the wrong ZIP Code in the first letter."

The lease agreement included "Zach Steinberger" as a point of contact for the landlord. The tenant reports that communication with Steinberger ceased and that the landlord requested direct contact. The tenant cites, "the lease agreement where my tenant dispute" and the landlord did not meet the "legal obligations as lawyer, landlord, etc"

The tenant claims the landlord does not have street address services with the post office.

III. Potential Legal Actions and Damages

The tenant's legal strategy includes a range of potential claims:

Civil Lawsuit:

Breach of contract.

Violations of Florida Statutes (§83.49 – security deposit, §83.51 –

habitability, §715.104 – abandoned property)

Conversion of personal property.

Intentional infliction of emotional distress.

Negligence.

Professional Misconduct Complaint:

Filing with the Florida Bar Association for violation of the Rules of Professional Conduct, specifically, Rule 4-8.4(c) – dishonesty, and Rule 4-8.4(d) – conduct prejudicial to the administration of justice.

Complaints to Regulatory Agencies:

Florida Department of Agriculture and Consumer Services.

Florida Department of Business and Professional Regulation.

Damages Sought:

Compensatory Damages: \$8,710.62

Return of security deposit.

Compensation for the value of personal property at \$4,210.62.

Loss of enjoyment, fear and any non-economic impact.

Statutory Damages:

For security deposit violations (potentially double the amount withheld as a penalty). \$4500

For conversion of personal property (potentially double the value of converted items): \$8,421.24

Treble Damages:

Treble damages (triple the compensatory damages), potentially up to \$26,131.86, but requires proof of willful and unlawful behavior.

Punitive Damages:

Punitive damages (maximum of three times compensatory or \$500,000).

Potentially up to \$26,131.86

Emotional Distress Damages:

Highly variable awards range between \$10,000 – \$50,000 in cases of documented PTSD.

Consequential Damages:

Costs for temporary security measures taken and related costs.

Estimated between \$3,500 and \$5,500.

Nominal Damages: A small award to acknowledge a legal violation even if no substantial financial loss is proven, typically between \$1,000 – \$2,000

Attorney's fees and costs.

Maximum Total Damages:

If all claims succeed at the highest estimate possible, the maximum is estimated at \$108,394.58. IV. Evidence and Supporting Documentation

The lease agreement.

Timeline of events, including the date of move-in, break-in, move-out, and relevant correspondence.

Itemized list of personal property with estimated values.

Police report from the break-in incident.

Maintenance requests and the landlord's responses.

Tenant's attempts to retrieve personal property.

Phone logs and voicemails documenting unsolicited communications from the landlord.

Receipts for tenant's personal property left behind.

Photographs taken before move-out.

Tenant's detailed objections to the landlord's security deposit claim.
Proof of certified mailing and delivery.

Text messages and email correspondence between the parties, especially concerning security, maintenance, and the tenant's move out.

In the text messages it is noted that, "the attorney also said I couldn't prove he intended to steal anything, so burglary charges won't hold."

Shipping records for tenant's packages.

V. Key Quotes from Sources

On the Landlord's Email: "This could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer."

On Security Deposit: "The first letter told me he was keeping \$4,500 the full security deposit and provided no Basis or legally required detail and reasoning in the claim on security deposit."

On Personal Property: "marketing a barbecue in reference to a grill that is mine and labeled in addendum B and marketing it in the form of using the word barbecue as a backyard amenity for this lease term"

On Negligence: "I look to you to provide security in a home that you admitted had decaying side gates that allow the intruder to enter."

On Harassment: "Luther tried to core me into phone calls, but I am not a lawyer and getting on the phone with him would be a disadvantage to me."

On Shifting Burden: "Luther tries to switch the burden of proof as it relates to belongings being left at his property, but I will reiterate that as of the writing of this letter... I am aware that my belongings are on the property Luther is attempting to shift the burden of proof to me, but it is his responsibility to prove that they were not there and are not there."

On Misrepresentation: "You selectively quoted my text to imply I abandoned my property. The full text states: "Hi Luther, I'm leaving town tonight indefinitely. It's the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you."

On Unresponsive Maintenance: "In October 2023, I encountered a severely clogged kitchen sink drain, rendering the left portion of the sink unusable. Action Taken: I promptly submitted a maintenance request. Your Response: There was no response or action taken on your part."

VI. Conclusion

The evidence strongly suggests that the landlord violated multiple Florida Statutes regarding security deposits, abandoned property, and landlord responsibilities for habitability and safety. The landlord's actions indicate a pattern of willful and negligent behavior, and the tenant is pursuing a comprehensive legal strategy to seek full recovery of damages and hold the landlord accountable. The tenant's position is supported by applicable case law. The tenant asserts a

pattern of bad faith on the part of the landlord and seeks punitive damages.

This briefing document is intended to provide a comprehensive overview of the key aspects of this landlord-tenant dispute. Further investigation and legal consultation is recommended to fully explore all available options and remedies.

NotebookLM can be inaccurate, please double check its responses.

October 2023: Tenant (Stephen Boerner) encounters a severely clogged kitchen sink drain and submits a maintenance request. The landlord (Luther Rollins) does not respond or take any action.

February 27, 2024: Tenant sends March rent check to landlord via mail. Landlord confirms he will text the tenant when the check has been received.

March 3, 2024: Landlord confirms that the March rent check has been received and deposited.

March 26, 2024: Tenant experiences a break-in at their residence. The intruder is apprehended.

Tenant informs Luther via text of the break in, arrest, and minor property damage, and states their intention to alter charges to include burglary rather than just trespassing.

March 28, 2024: Tenant shares the rap sheet of the person who committed the break in via text. Tenant mentions speaking to a lawyer who advised against pursuing the case, and informs Luther of this information as well.

April 22, 2024: Tenant sends text message to Luther thanking him for being a great landlord.

April 24, 2024: Geoforce utility workers arrive on the property, digging a hole. Tenant is not notified in advance.

Tenant contacts Luther to inquire about the Geoforce workers.

Tenant researches and confirms a utility easement exists allowing the work.

Luther confirms the easement and asks if the workers notified the tenant before digging the hole.

April 19, 2024: Luther texts the tenant that he is coming to St. Petersburg, FL for the weekend, and asks if he can stop by the house and share a coffee or wine.

April 24, 2024: Luther acknowledges via text the utility easement on the property, and that workers were within their right to enter the property to perform maintenance.

June 17, 2024: Landlord confirms via text that the June rent check and the July rent check were received and deposited.

August 31, 2024: Tenant's lease agreement ends.

September 4, 2024: Tenant texts Luther indicating they are leaving town indefinitely that evening but they are willing to retrieve their belongings from the property

Tenant also mentions that Zach Steinberger (Luther's paralegal) has

knowledge of the items the tenant would like to retrieve from the property

Landlord does not reply.

Tenant is advised by their legal council to cease communication and wait for the landlord to comply with Florida Statute regarding handling of abandoned personal property.

Approximately September 11, 2024: Tenant officially vacates the property.

October 1, 2024: Landlord sends an initial claim on the security deposit, stating that he will keep the full \$4,500 security deposit and without providing detailed accounting for the deductions.

October 2, 2024: Landlord mails claim on security deposit letter to tenant.

October 5, 2024: Property is listed for rent.

Mid-October 2024: Tenant sends a formal tenant dispute letter to the landlord via certified mail requesting specifics for the claim on deposit and informing the landlord that the tenant's personal property remains on the property.

Tenant requests the landlord provide specifics on how many properties he owns in Florida and if the security deposit was held in an interest-bearing account as per Florida statute.

Post-Tenant Dispute Letter: Landlord responds to tenant's dispute letter. The landlord's response includes the information he should have stated in the initial claim on security deposit, but does not specify the evidence, and proposes returning \$1,500 of the security deposit, and offers \$500 for personal belongings. The letter uses an incorrect zip code and includes "PO Box" in the return address, causing delays in mail delivery.

Landlord calls the tenant four times and leaves three voicemails. Three of these calls are made within a 24-hour period, and he also sends a text message, despite the tenant having requested that all communication be through certified mail only. This contact is "highly stressful and antagonizes the tenant's PTSD."

November 8, 2024: Landlord sends another letter to the tenant.

Tenant receives letter from Luther stating he has not converted or sold any personal property that was reasonably believed abandoned. The tenant reiterates that they are aware that all personal property listed on addendum B of their dispute letter remains on the property. Tenant again asserts that marketing the property using "barbecue" as an amenity is using the tenant's personal property, a grill, as conversion.

Landlord attempts to switch the burden of proof regarding belongings and claims the tenant had packages delivered after the lease expired, which the tenant confirms is untrue.

Unspecified Dates: Landlord uses email address "luther2law@gmail.com," creating the impression of being an attorney.

Landlord advertises the property for rent, using the tenant's grill as a "barbecue" amenity.

Landlord is accused of negligence by ignoring a clogged drain and failing to address security concerns after a break in.

Tenant maintains awareness that their belongings are still on the property.