

1990 "Despite all the above, I believe we should be able to resolve this"

1991

1992 My response:

1993

1994 My offer for settlement remains gracious and amicable. But it remains firm and unwavering from my tenant dispute letter, which equals 1/2 of the security deposit being returned to me and the full value of my personal belongings.

1995

1996 Quote from letter:

1997

1998 " I have photos of the premises both before and after your tenancy I have photos of each area outlined in my claim for security deposit I have photos of the damages outlined in my security deposit claim I have witnesses to the condition of the premises after your tenancy I have witnesses to your negligent treatment of the premises I have receipts for removal of excessively damaged items, garbage & trash from the premises"

1999

2000 My response:

2001

2002 " 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 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, and the future effort you would endure, as well as the cost to be paid in the future as a result of my tenancy. But again three days after mailing your letter, the property was marketed for rent.

2003

2004 If you are telling me now, in your letter written on November 8, 2024 in response to my tenant dispute letter, that you have all of the documented expenses for each line item, I don't see how that is possible . If all of the repairs damage is paid and efforts made in depart because of the damages, you alleged I committed and you wrote the claim on security deposit letter after all of those details have been accumulated and itemized you would have spoken and written in past tense and you would have provided the detail that you now state you have.

2005

2006 Further, in regardless of that future tense versus past tense wording, and the date you wrote the letter versus the date the property went up for release marketing. You are still in your second letter to me, only claiming to have the details that I kindly requested in my tenant dispute letter. It was your obligation and responsibility from the immediate onset at the time of issuing, your claim on security deposit letter to provide all of the details you are now referencing you have, but are choosing to not disclose. My tenant dispute letter pointed out that you did not follow the state statute and provide me with enough evidence and detail to evaluate, justify, agree with or disagree with which is what the law speaks to as it relates to your responsibility your 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, and the rights of me the tenant

2007

2008 Still in the second letter, which was your response to my tenant dispute, the arrogance continues as you speak speak to emotional feelings and being disheartened and disappointed as if you are the righteous one, and being addressed the way I am addressing you is something other than my full legal right to do so. I believe you wrote your letter in response to my tenant dispute to reposition the perspective of any arbitrator, mediator, jury, or judge. But the pattern I can prove beyond a shadow of doubt breaches the precipice of ignorance or negligence or even stupidity, and stretches into the realm of bad faith.

2009

2010 Quote from letter:

2011

2012 "I have texts from you that contradict your Response claims"

2013

2014 My response :

2015

2016 We have the exact same text message records, Luther I am the one who has provided you these records without omitting critical parts as you did when quoting a text message from me to you in an

effort to remove your liability and in an effort to point to that one snippet of text with a larger body of text as your justification for considering my property abandoned

2017

2018 Further I invite you to request that Zach Steinberger provide you all the text message correspondence that he and I had . I assume as your proxy and declared paralegal to you a lawyer on the Florida bar association would have had the responsibility to share all of the information that I gave him, but should that have been a gross oversight on both of your parts you will be missed to not gather that communication record

2019

2020 Further because it exists, and because it speaks and supports everything I have to say here it will be required evidence and I hear by require you and Zach Steinberger to take the time to collect all of your records and prohibit you from tampering with deleting or expunging or inhibiting the ability to subpoena or collect those records During a legal proceeding

2021

2022 Quote from letter:

2023

2024 "I propose as full settlement and compromise of all matters between us the following:

2025

- 2026 1.) Refund you \$1,500 of the security deposit; and
2027 2.) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises; and
2028 3.) All parties mutually waive and relinquish their rights to any further litigation regarding these matters as allowed by law."

2029

2030 My response :

2031

2032 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 that provides me with enough clarity and without confusion to address why you are keeping \$3000 of the \$4500 security deposit

2033

2034 By offering an additional \$500 for my personal property, which is again arbitrary on top of the \$1500 you offered to return for the security deposit, you are implying to me that you know well about the personal property and your liability at stake.

2035

2036 This is unacceptable and is irresponsible as a landlord, and professionally concerning considering it is coming from a landlord with a 10 year career as a legal professional, where in your public profiles, declare your expertise in real estate transactions.

2037

2038 It is that background of professional expertise as a lawyer, and the entrepreneurial endeavors of a business, owning landlord that holds you to the highest degree of accountability above and beyond a normal citizen who embark on owning a renting real estate in the state of Florida. It is that background coupled with the very detailed and very specific pattern of not negligence or ignorance, but a bad faith that can be evaluated outside of my own judgment in the legal process moving forward should settlement not be agreed upon

2039

2040 Again, I reject your offer of \$2000 as a settlement for this issue

2041

2042 I will restate what I believe to be an offer that is generous on my part. It is good faith on my part to offer you 1/2 of the security deposit even without your alleged detail that you will have to provide me along with any declining response as that is detailed that should've been included in the claim on deposit letter, and certainly without question should have been included in your response to my tenant dispute, which specifically requested that information in which you only stated or bluffed the fact that you have it but for whatever reason decided to omit it once again

2043

2044 Option 1: Immediate Settlement

2045

2046 Payment to Me:

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2048 - Full Value of Personal Property: \$4,210.62

2049 - Half of Security Deposit: \$2,250.00

2050 - Total Payment: \$6,460.62

2051

2052 Therms:

2053

2054 - No Further Action: Upon receipt of this payment, I will consider the matter fully resolved and will not pursue additional legal action regarding this issue.

2055 - This option allows for a swift and mutually beneficial resolution with minimal effort on your part.

2056

2057 Option 2: Full Compliance and Reconciliation

2058

2059 - Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and allegations, including:

2060 - Detailed Itemization: Specific damages and associated costs.

2061 - Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.

2062

2063 - Inventory List: A complete inventory of items allegedly missing or damaged in any sort of proof that a fully executed copy was attached as an addendum to the lease, and signed by all parties and available to me at the time of move out

2064 - Adjust Claims Accordingly: We reconcile any discrepancies based on the provided evidence. You return any unsubstantiated portion of the security deposit and address the issue of my personal property.

2065

2066 - further, you are required to address all my request for information in the tenant dispute letter, including proof of ownership of Florida residences that you have on the market to be leased or are currently being leased

2067 - You must review all requests in my tenant dispute letter include those not mentioned here in option B as these are only requests under state statutes that you admitted or that I have a right to request

2068

2069 - Legal Compliance: Ensure full adherence to Florida statutes in all communications and actions to avoid litigation.- although you ignored this line item completely, and moved forward to try and coerce me into a phone call not once not twice but multiple times with voicemails and a text message. You again once again reminded that I have declared a channel of communication that you must act in accordance with and only reply by certified mail

2070

2071 This option requires significant effort on your part to meet the full burden of proof as mandated by law. And although the above speaks to burden of proof as it relates to the security deposit and alleged damages, you claim, you must also provide me your evidence to remove your burden of proof as it relates to my personal property and my allegations that you converted personal property and my awareness that my personal property remained on your residential property without following the state statutes of personal belonging recovery while at the same time marketing a specific real mention an addendum B as barbecuing as a backyard amenity which I can show you your ad from last year, as it did not contain the same advertisement of amenities

2072

2073 Option 3: Legal Action

2074

2075 No Response or Inadequate Resolution: If you do not respond appropriately within 15-day period starting the day after you sign to receive the certified letter will proceed with legal action. Should we reach this point I will no longer be an active participant in negotiations.

2076

2077 Several instances in your course of harassing communication, you spoke to your understanding of the law as your belief that we should be amicable as part of a course of strategy to get me on a phone call with you who is a lawyer.

2078

2079 I will inform you of the laws. To be amicable is not the law, however, I have been anything but amicable. Refusing to go outside of the balance that I set does not make me non-amicable, but rather prudent and careful. Rather the law speaks pursuing and participating in all potential negotiations to resolve this matter amongst ourselves with litigation and taking up the courts resources as a last resort option.

2080

2081 Given you a failed repeatedly to give me any information that is required by you given your harassing course of nature, giving your history of not acting upon making our home a safe and habitable place to live despite a break-in that resulted in a physical altercation with a criminal who had nine felonies and 40 arrests in an instance where you were immediately were notified and provided the criminal record of that individual, I do not trust that the landlord,

I write this letter to will do anything other than follow the pattern that has existed since the inception of our legal relationship

However, option A provides the opportunity to wipe the slate and close this with a finalize negotiation and should we reach a conclusion where option a is settled. I will agree in writing to withhold what my immoral instinct employs me to do which is to report my well documented reasoning for concern to the Legal bars of association in which you serve companies and the general public under.

Thought for 77 seconds

****[Your Name]****

****[Your Address]****

****[City, State, ZIP Code]****

****[Your Email Address]****

****[Your Phone Number]****

****October 14, 2024****

****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****

****Luther J. Rollins, Jr.****

****Amarlu Enterprises****

****231 Government Ave. S.W., #3097****

****Hickory, NC 28603****

****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****

****Property Address: 2649 Tifton St. S., Gulfport, FL 33711****

****Dear Mr. Rollins:****

This letter serves as my formal response to your ****"Notice of Intention to Impose Claim on Security Deposit"**** (hereinafter referred to as "the Notice") dated ****October 1, 2024****, mailed on ****October 2, 2024****, and received by me on ****October 5, 2024****. Pursuant to ****Florida Statute §83.49(3)(b)****, this written response is being sent via USPS Certified Mail within the 15-day timeframe provided for my response and constitutes a formal dispute to your claims.

After careful review and consultation, I find your claims to be unsubstantiated and non-compliant with Florida law. My intention is to resolve this matter amicably and promptly, without the need for litigation. I appreciate your attention to this important issue.

1.1. I. Overview of Dispute

Your Notice purports to justify withholding my entire security deposit of ****\$4,500.00**** based on an inspection allegedly conducted "on or about September 4, 2024." The Notice lists several claims of damage or issues with the property, which I will address individually in ****Section IV**** of this letter. However, before addressing the specific claims, it is necessary to highlight the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid.

Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within ****15 days**** of receipt, indicating your preferred option for resolution as outlined in ****Section VII**** of this letter. Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property.

2125 ### 1.2. II. Non-Compliance with Florida Statute §83.49(3)

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2127 #### 1.2.1. A. Failure to Provide Proper Notice

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2129 Your Notice fails to comply with **Florida Statute §83.49(3)(a)** in several critical aspects:

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- 2131 1. **Lack of Specificity and Itemization** Florida law requires that a landlord provide an itemized list of damages with specific costs associated with each item. Your Notice lacks this required specificity. For example: **Damage to the Walls:** You mention "damage to the walls of the premises" without specifying the location, extent, nature of the damage, or associated repair costs. **Missing and Damaged Items:** You claim "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which specific items are missing or damaged, their condition, or their replacement costs. **Excessive Garbage:** You allege "excessive garbage and trash left on the premises" without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to adequately assess or respond to your claims, which is the very purpose of the notice requirement under Florida law.
- 2132 2. **Use of Future Tense Language** Your Notice uses speculative language about future costs, stating that **"extensive cleaning will be required"** and implying that repairs will be necessary. Florida law requires landlords to provide actual costs incurred, not speculative future expenses. Furthermore, the property was listed for rent and available for viewings as of **October 4, 2024**, suggesting that any necessary cleaning or repairs were minimal or had already been completed.
- 2133 3. **Absence of Supporting Evidence** Your Notice fails to include any supporting documentation such as photographs, receipts, or invoices to substantiate your claims. This lack of evidence undermines the validity of your claims and violates the spirit of transparency intended by Florida's security deposit laws.
- 2134 4. **Failure to Meet Statutory Requirements** **Florida Statute §83.49(3)(a)** explicitly requires an itemized statement of the reasons and amounts for any claim against the security deposit. Your Notice does not include any breakdown of individual costs, making it impossible for me to determine whether the amounts claimed are reasonable or appropriate.

2135

2136 ##### 1.2.1.1. Legal Precedent

2137

- 2138 - In **Williams v. Edwards**, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts for claims renders the notice insufficient, entitling the tenant to the return of their deposit.
- 2139 - In **Durene v. Alcime**, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized that compliance with notice requirements is a condition precedent to a landlord's retention of any portion of the security deposit.

2140

2141 #### 1.2.2. B. Invalidity of Claims Due to Lack of Inventory List

2142

2143 Your Notice references **"missing and damaged artwork, furnishings, and housewares inventory list items."** However:

2144

- 2145 - **No Inventory List Provided:** Upon careful review of the lease agreement and my records, no specific inventory list of the landlord's personal property was provided at any point during my tenancy.
- 2146 - **Absence of Baseline for Comparison:** Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items.
- 2147 - **Unreasonable Accountability:** Holding me accountable for items that were never clearly defined or documented at the start of my tenancy is unreasonable.

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2149 ##### 1.2.2.1. Legal Precedent

2150

- 2151 - In **Johnson v. Baker**, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages.

2152

2153 #### 1.2.3. C. Request for Disclosure of Security Deposit Details

2154

2155 As you may be aware, **Florida Statute §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:

2156
2157 > "The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the deposit's location and whether the tenant is entitled to interest."
2158
2159
2160 To ensure full transparency and compliance with Florida law, I kindly request that you confirm:
2161
2162 1. ****The number of rental units you own or manage in the state of Florida.****
2163 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.****
2164
2165 This information will help clarify your obligations under Florida Statute §83.49.
2166
2167 ### 1.3. III. Violation of Florida Statute §715.104 Regarding Personal Property
2168
2169 #### 1.3.1. A. Unlawful Retention and Disposal of Personal Property
2170
2171 Under ****Florida Statute §715.104(1)****:
2172
2173 > "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."
2174
2175
2176 - ****Documented Attempts to Retrieve Property:**** I made multiple written requests, dated ****September 25, 2024****, and ****September 27, 2024****, for access to retrieve my personal property, which you failed to acknowledge or act upon, as required under Florida Statute §715.104. Copies of these communications are included in ****Addendum C****.
2177 - ****Violation of Statute:**** Your failure to provide the required notice and your lack of response to my documented attempts violate the statute.
2178
2179 #### 1.3.2. B. Unauthorized Use and Conversion of Personal Property
2180
2181 Your new rental listing advertises amenities that include my personal property, specifically my ****Weber Spirit E-310 Propane Grill**** and associated accessories. This constitutes unauthorized use and conversion of my property.
2182
2183 ##### 1.3.2.1. Legal Precedent
2184
2185 - In ****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages.
2186
2187 #### 1.3.3. C. Liability for Damages
2188
2189 Under ****Florida Statute §715.109****:
2190
2191 > "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."
2192
2193
2194 Given that my monthly rent was ****\$4,500.00****, you could be liable for ****\$13,500.00**** plus costs if this matter proceeds to litigation.
2195
2196 ### 1.4. IV. Detailed Rebuttal of Your Claims
2197
2198 #### 1.4.1. 1. Damage to the Walls of the Premises
2199
2200 - ****Lack of Specificity:**** Your Notice does not specify the nature, location, or extent of the alleged damage.
2201 - ****My Position:**** I did not cause any damage to the walls beyond normal wear and tear. Any minor marks or scuffs are typical after a year's tenancy and are considered normal wear.
2202

2203 ##### 1.4.1.1. Legal Standard

2204

2205 - Under Florida law, tenants are not responsible for normal wear and tear. See ****Fipps v. Robinson****, 612 So.2d 689 (Fla. 1st DCA 1993).

2206

2207 ##### 1.4.2. 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent

2208

2209 - ****Acknowledgment:**** I acknowledge removing certain temporary fixtures that I installed for organizational purposes.

2210 - ****Restoration Offer:**** I was willing to restore the premises to its original condition or compensate for the alterations. My attempts to discuss this matter with you went unanswered.

2211

2212 ##### 1.4.3. 3. Excessive Garbage and Trash Left on the Premises

2213

2214 - ****Circumstances:**** Any trash present was due to a delay in garbage collection caused by a severe storm. All trash was placed in the designated area.

2215 - ****Efforts to Mitigate:**** I arranged for additional trash removal services, which were canceled due to the storm. This situation was beyond my control.

2216

2217 ##### 1.4.4. 4. Spoiled Food Left in the Refrigerator

2218

2219 - ****Minimal Issue:**** Any remaining food items were minimal and did not cause damage to the appliance.

2220 - ****Standard Practice:**** Minor cleaning is part of the normal turnover process and does not warrant withholding from the security deposit.

2221

2222 ##### 1.4.5. 5. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items

2223

2224 - ****No Inventory Provided:**** As previously stated, no inventory list was ever provided.

2225 - ****Lack of Evidence:**** You have not specified which items are missing or damaged, making it impossible for me to respond adequately.

2226 - ****My Property Left Behind:**** Ironically, you have retained my personal property without consent.

2227

2228 ##### 1.4.6. 6. Unauthorized Cutting of Jackfruit Tree in Backyard

2229

2230 - ****Safety Concerns:**** Pruning was necessary due to overhanging branches posing a safety risk.

2231 - ****Maintenance Duties:**** Regular yard maintenance was part of my responsibilities as per the lease agreement.

2232

2233 ### 1.5. V. Valuation of Personal Property Unlawfully Retained

2234

2235 Please see ****Addendum A**** for a detailed table of my personal property left on the premises, including purchase prices and depreciated values.

2236

2237 - ****Total Purchase Price:**** ****\$4,698.14****

2238 - ****Total Value After Depreciation:**** ****\$4,106.32****

2239

2240 *I reserve the right to seek actual damages based on replacement value or actual receipts if necessary.*

2241

2242 ### 1.6. VI. Proposed Options for Resolution

2243

2244 In an effort to resolve this matter amicably, I propose the following options:

2245

2246 ##### 1.6.1. Option 1: Immediate Settlement

2247

2248 - ****Payment to Me:**** You pay ****\$4,106.32**** for the value of my personal property.

2249 - ****Retention of Security Deposit:**** I allow you to retain the entire ****\$4,500.00**** security deposit without further dispute.

2250 - ****No Further Legal Action:**** Upon receipt of the ****\$4,106.32****, I will consider the matter resolved and will not pursue additional legal action regarding this issue.

2251

2252 ****This option facilitates a swift resolution and spares both parties further time and expense.****

2253

2254 ##### 1.6.2. Option 2: Compliance and Reconciliation

2255

- 2256 - ****Provision of Detailed Documentation:**** You provide an itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence.
- 2257 - ****Adjustment of Claims:**** We reconcile the amounts, and you return any unsubstantiated portion of the security deposit to me, along with ****\$4,106.32**** for my personal property.
- 2258 - ****Legal Compliance:**** You demonstrate full compliance with Florida statutes.

2259

2260 ****This option allows for transparency and ensures compliance with legal obligations.****

2261

2262 ##### 1.6.3. Option 3: Legal Action

2263

- 2264 - ****Initiation of Lawsuit:**** If we cannot reach an agreement, I may pursue legal action to recover:****Return of Wrongfully Withheld Security Deposit:**** Any portion not justified by documented damages.****Value of Personal Property:**** ****\$4,106.32****.****Statutory Damages:**** Potentially exceeding ****\$13,500.00**** under §§83.49 and 715.104.****Attorney's Fees and Court Costs:**** As provided by law.

2265

2266 ****I prefer to avoid this route but am prepared to assert my legal rights if necessary.****

2267

2268 ### 1.7. VII. Deadline for Response

2269

2270 You have ****15 days**** from receipt of this letter to accept ****Option 1**** or ****Option 2****. Please provide your response in writing.

2271

2272 ### 1.8. VIII. Preservation of Evidence

2273

2274 You are respectfully requested to preserve all evidence related to this matter, including:

2275

- 2276 - All communications between us.
- 2277 - Photographs and videos of the property before and after my tenancy.
- 2278 - Receipts and invoices for any repairs or replacements.
- 2279 - Rental listings and advertisements.
- 2280 - Surveillance footage.

2281

2282 Failure to preserve evidence may result in adverse legal consequences.

2283

2284 ### 1.9. IX. Request for Additional Information

2285

2286 To fully assess the validity of your claim and to facilitate a fair resolution, I request that you provide:

2287

- 2288 1. ****An itemized list of the damages or expenses being claimed, along with supporting documentation such as receipts, invoices, or photographs.****
- 2289 2. ****Confirmation of the number of rental units you own or manage in Florida.****
- 2290 3. ****Details regarding the account where my security deposit is held, including whether it is in a separate bank account and if it is interest-bearing or non-interest-bearing, as per Florida Statute §83.49.****

2291

2292 ### 1.10. X. Conclusion

2293

2294 I am committed to resolving this matter promptly and fairly. I believe that open communication and adherence to legal obligations will benefit both parties. Please consider the options presented and respond within the specified timeframe.

2295

2296 ### 1.11. XI. Final Remarks

2297

2298 I appreciate your attention to this matter and look forward to your prompt response. My goal is to reach an equitable solution without resorting to litigation.

2299

2300 ****Sincerely,****

2301

2302 ****[Your Signature]****

2303

2304 ****[Your Printed Name]****
2305
2306 ****Enclosures:****
2307
2308 - ****Addendum A:**** Itemized List of Personal Property Left Behind
2309 - ****Addendum B:**** Proof of Purchase Prices for Personal Property
2310 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property
2311
2312 ****CC:****
2313
2314 - ****[Your Attorney's Name], Esq.****
2315 - ****Florida Department of Agriculture and Consumer Services, Division of Consumer Services****
2316 - ****Florida Attorney General's Office, Consumer Protection Division****
2317 - ****Pinellas County Housing Authority****
2318
2319 ****Legal References and Case Law:****
2320
2321 - ****Florida Statutes:****§83.49:**** Deposit money or advance rent; duty of landlord and
tenant.****§715.104:**** Notification of former tenant of personal property left on
premises.****§715.109:**** Penalties for noncompliance.
2322 - ****Case Law:****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994)****Durene v. Alcime****, 448
So.2d 1208 (Fla. 3d DCA 1984)****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980)****Fipps v.**
Robinson**, 612 So.2d 689 (Fla. 1st DCA 1993)****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th
DCA 1991)
2323
2324 ****Notice to Preserve Evidence:****
2325
2326 Please preserve all relevant evidence as outlined above to ensure a fair and just resolution.
2327
2328 ****Disclaimer:****
2329
2330 This letter is intended for settlement purposes only and should not be construed as a waiver of any
rights or remedies, all of which are expressly reserved.
2331
2332 ****Alternative Dispute Resolution:****
2333
2334 Should you be interested in exploring mediation or another form of alternative dispute resolution,
please indicate your willingness to do so in your response.
2335
2336 ****Conclusion:****
2337
2338 Thank you for your prompt attention to this matter. I trust that we can resolve this issue amicably
and professionally.
2339
2340 ****Attachments:****
2341
2342 - ****Addendum A:**** Itemized List of Personal Property Left Behind
2343 - ****Addendum B:**** Proof of Purchase Prices for Personal Property
2344 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property
2345
2346 **### 1.12. Addendum A: Itemized List of Personal Property Left Behind**
2347

2348	**Brown Office Desk Chairs (2x)**	\$579.98	19%	\$469.78
2349	-----	-----	-----	-----
2350	**Wheels Upgrade (2x)**	\$79.98	7%	\$74.38
2351	**55-inch Roku TV**	\$429.99	7%	\$398.99
2352	**Portable Air Conditioner (LG 7000 BTU)**	\$345.54	13%	\$300.61
2353	**Jay Turser Acoustic Guitar**	\$374.39	20%	\$300.00
2354	**Original Canvas Painting**	\$750.00	0%	\$750.00
2355	**Weber Spirit E-310 Propane Grill**	\$662.33	25%	\$496.75
2356	**Grill Cover**	\$73.25	25%	\$54.94
2357	**BBQ Grill Tool Set**	\$64.19	25%	\$48.14
2358	**AmeriGas Propane Tank**	\$64.17	25%	\$48.13
2359	**Vivere Double Sunbrella Hammock**	\$256.79	22%	\$200.00

2360	**Svater Outdoor String Lights (300 ft.)**	\$171.18	19%	\$138.66
2361	**17-Gallon Storage Containers (2x)**	\$170.00	12%	\$149.60
2362	**Unopened Items:**			
2363	- **2pcs/set Nightstands (2x)**	\$39.04	0%	\$39.04
2364	- **Queen Bed Frame**	\$229.99	0%	\$229.99
2365	- **1pc Bedroom Dresser**	\$34.54	0%	\$34.54
2366	- **Small Mobile Rolling Station (2x)**	\$30.74	0%	\$30.74
2367	- **Large Bedroom Dresser**	\$42.98	0%	\$42.98
2368	- **660 lb Capacity, 45-inch Car Trunk Storage**	\$33.47	0%	\$33.47
2369	- **Comfy Faux Saucer Chair**	\$42.79	0%	\$42.79
2370	- **Spacious Office Desktop Computer Stand**	\$22.80	0%	\$22.80
2371	**Other Personal Items**	\$200.00	Varied	\$200.00

2372 <p align = "center">Table 1</p>
 2373
 2374
 2375 ****Total Purchase Price:** \$4,698.14****
 2376
 2377 ****Total Value After Depreciation:** \$4,106.32****
 2378
 2379 *Note: Depreciation rates are based on the condition, age, and market value of each item.*
 2380
 2381 ### 1.13. Addendum B: Proof of Purchase Prices for Personal Property
 2382
 2383 [Enclosed are copies of receipts, invoices, and other documentation verifying the purchase prices of the items listed in Addendum A.]
 2384
 2385 ### 1.14. Addendum C: Copies of Communications Regarding Retrieval of Personal Property
 2386
 2387 [Enclosed are copies of emails and text messages dated ****September 25, 2024****, and ****September 27, 2024****, requesting access to retrieve my personal property.]
 2388
 2389 ****Final Note:****
 2390
 2391 I trust this letter conveys my sincere desire to resolve this matter amicably. Please feel free to contact me in writing if you have any questions or require further information.
 2392
 2393 ****Sincerely,****
 2394
 2395 ****[Your Signature]****
 2396
 2397 ****[Your Printed Name]****
 2398
 2399 o1
 2400
 2401 ##### 1.14.0.1. You said:
 2402
 2403 how can you imrove make it amazing
 2404
 2405 ChatGPT
 2406
 2407 Thought for 6 seconds
 2408
 2409 ****[Your Name]****
 2410
 2411 ****[Your Address]****
 2412
 2413 ****[City, State, ZIP Code]****
 2414
 2415 ****[Your Email Address]****
 2416
 2417 ****[Your Phone Number]****
 2418
 2419 ****October 14, 2024****
 2420

2421 ****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****

2422

2423 ****Luther J. Rollins, Jr.****

2424

2425 ****Amarlu Enterprises****

2426

2427 ****231 Government Ave. S.W., #3097****

2428

2429 ****Hickory, NC 28603****

2430

2431 ****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****

2432

2433 ****Property Address: 2649 Tifton St. S., Gulfport, FL 33711****

2434

2435 ****Dear Mr. Rollins:****

2436

2437 I hope this letter finds you well. I am writing to formally dispute your ****"Notice of Intention to Impose Claim on Security Deposit"** dated ****October 1, 2024****, mailed on ****October 2, 2024****, and received by me on ****October 5, 2024****. Pursuant to ****Florida Statute §83.49(3)(b)****, this response is being sent via USPS Certified Mail within the 15-day timeframe provided for tenant disputes.

2438

2439 After careful consideration, I find your claims to be unsubstantiated and not in compliance with Florida law. My sincere hope is to resolve this matter amicably and promptly, without resorting to litigation. I appreciate your attention to this important issue and look forward to your cooperation.

2440

2441 **### 1.15. I. Overview of Dispute**

2442

2443 Your notice indicates an intention to withhold my entire security deposit of ****\$4,500.00**** based on several allegations listed in your letter. I will address each of these claims individually in ****Section IV**** of this letter. However, I must first express concerns regarding the overall adequacy and legal compliance of your notice, which appears to be deficient under Florida law.

2444

2445 **### 1.16. II. Non-Compliance with Florida Statute §83.49(3)**

2446

2447 **#### 1.16.1. A. Failure to Provide Proper Notice**

2448

2449 Under ****Florida Statute §83.49(3)(a)****, when a landlord intends to impose a claim on a security deposit, they must provide the tenant with written notice specifying the reasons for the claim and the amounts attributed to each item. Your notice does not meet these statutory requirements for the following reasons:

2450

- 2451 1. ****Lack of Specificity and Itemization******Damage to the Walls:** You mention "damage to the walls of the premises" without specifying the exact locations, nature, extent of the damage, or the cost of repairs.****Missing and Damaged Items:** The reference to "missing and damaged artwork, furnishings, and housewares inventory list items" lacks an itemized list of the specific items, their condition, and the costs associated with their repair or replacement.****Excessive Garbage:** The claim of "excessive garbage and trash left on the premises" does not detail the quantity, location, or the cost of removal. This lack of specificity hinders my ability to adequately assess or respond to your claims, which is contrary to the purpose of the notice requirement under Florida law.
- 2452 2. ****Use of Future Tense Language****Your notice states that ****"extensive cleaning will be required to restore the premises"** and that ****"repairs will be necessary."** Florida law requires landlords to provide actual costs incurred, not speculative future expenses. This speculative language suggests that you had not incurred actual costs at the time of the notice. Additionally, the property was listed for rent and available for viewings as of ****October 4, 2024****, indicating that any necessary cleaning or repairs were minimal or already completed.
- 2453 3. ****Absence of Supporting Evidence****No photographs, receipts, invoices, or any form of documentation were provided to substantiate your claims. This absence of evidence undermines the validity of your claims and does not meet the statutory requirements.
- 2454 4. ****Failure to Meet Statutory Requirements****As per ****Florida Statute §83.49(3)(a)****, failure to provide the required notice with specificity results in the landlord forfeiting the right to

impose a claim upon the security deposit.

2455

2456 ##### 1.16.1.1. Legal Precedent

2457

2458 - In **Williams v. Edwards**, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts renders the notice insufficient, entitling the tenant to the return of the deposit.

2459 - In **Durene v. Alcime**, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized that compliance with notice requirements is a condition precedent to retaining any portion of the security deposit.

2460

2461 ### 1.16.2. B. Invalidity of Claims Due to Lack of Inventory List

2462

2463 Your notice references **"missing and damaged artwork, furnishings, and housewares inventory list items."** However:

2464

2465 - **No Inventory List Provided:** At no point during my tenancy was I provided with a detailed inventory list of the property's contents. Without such a list, it is impossible to verify what items were present at the start of the tenancy.

2466 - **Absence of Baseline for Comparison:** Without an initial inventory, there is no baseline to determine whether any items are missing or damaged.

2467 - **Unreasonable Accountability:** Holding me accountable for unspecified items is unreasonable and does not align with legal standards.

2468

2469 ##### 1.16.2.1. Legal Precedent

2470

2471 - In **Johnson v. Baker**, 388 So.2d 1056 (Fla. 4th DCA 1980), 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.

2472

2473 ### 1.16.3. C. Request for Disclosure of Security Deposit Details

2474

2475 Pursuant to **Florida Statute §83.49(2)**, landlords who own or manage five or more rental units must disclose the location and status of the security deposit within 30 days of receiving it:

2476

2477 > "The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the deposit's location and whether the tenant is entitled to interest."

2478

2479

2480 To ensure full compliance with Florida law, I kindly request:

2481

2482 1. **Confirmation of the number of rental units you own or manage in Florida.**

2483 2. **Details regarding the account where my security deposit is held, including whether it is in a separate bank account and if it is interest-bearing or non-interest-bearing.**

2484

2485 This information will help clarify your obligations under Florida Statute §83.49.

2486

2487 ### 1.17. III. Violation of Florida Statute §715.104 Regarding Personal Property

2488

2489 ##### 1.17.1. A. Unlawful Retention and Disposal of Personal Property

2490

2491 Under **Florida Statute §715.104(1)**:

2492

2493 > "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."

2494

2495

2496 - **Documented Attempts to Retrieve Property:** I made multiple written requests on **September 25, 2024**, and **September 27, 2024**, for access to retrieve my personal property. These communications are included in **Addendum C**.

2497 - **Violation of Statute:** Your lack of response and failure to provide the required notice constitute a violation of Florida Statute §715.104.

2498
2499 ##### 1.17.2. B. Unauthorized Use and Conversion of Personal Property
2500
2501 Your new rental listing advertises amenities, such as "barbecuing," which includes my personal
 ****Weber Spirit E-310 Propane Grill**** and associated accessories. This constitutes unauthorized
 use and conversion of my property.
2502
2503 ##### 1.17.2.1. Legal Precedent
2504
2505 - In ****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized
 retention and use of another's property amounts to conversion, entitling the owner to recover
 the property's value and potentially punitive damages.
2506
2507 ##### 1.17.3. C. Liability for Damages
2508
2509 Under ****Florida Statute §715.109****:
2510
2511 > "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."
2512
2513
2514 Given that my monthly rent was ****\$4,500.00****, you could be liable for ****\$13,500.00**** plus costs if
 this matter proceeds to litigation.
2515
2516 ### 1.18. IV. Detailed Rebuttal of Your Claims
2517
2518 ##### 1.18.1. 1. Damage to the Walls of the Premises
2519
2520 - ****Lack of Specificity:**** Your notice does not specify the nature, location, or extent of the
 alleged damage.
2521 - ****My Position:**** I did not cause any damage beyond normal wear and tear. Minor scuffs or marks are
 typical after a year's tenancy.
2522
2523 ##### 1.18.1.1. Legal Standard
2524
2525 - Tenants are not responsible for normal wear and tear. Refer to ****Fipps v. Robinson****, 612 So.2d
 689 (Fla. 1st DCA 1993).
2526
2527 ##### 1.18.2. 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent
2528
2529 - ****Acknowledgment:**** I acknowledge removing certain temporary fixtures that I installed for
 organizational purposes.
2530 - ****Restoration Offer:**** I was prepared to restore the premises to its original condition or
 compensate for any alterations. My attempts to communicate this were not acknowledged.
2531
2532 ##### 1.18.3. 3. Excessive Garbage and Trash Left on the Premises
2533
2534 - ****Circumstances:**** Any remaining trash was due to a severe storm causing delays in municipal
 garbage collection.
2535 - ****Efforts to Mitigate:**** I arranged for additional removal services, which were canceled due to
 the storm—an unforeseen circumstance beyond my control.
2536
2537 ##### 1.18.4. 4. Spoiled Food Left in the Refrigerator
2538
2539 - ****Minimal Issue:**** Any leftover food items were minimal and did not damage the appliance.
2540 - ****Standard Practice:**** Cleaning of appliances is typically part of standard turnover procedures.
2541
2542 ##### 1.18.5. 5. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items
2543
2544 - ****No Inventory Provided:**** Without a provided inventory list, it's impossible to determine what
 items you're referring to.
2545 - ****My Property Left Behind:**** Conversely, you have retained my personal property, detailed in
 ****Addendum A****.
2546

2547 ##### 1.18.6. 6. Unauthorized Cutting of Jackfruit Tree in Backyard

2548

2549 - **Safety Concerns:** Pruning was necessary due to overhanging branches posing safety risks.

2550 - **Maintenance Duties:** As per the lease agreement, I was responsible for regular yard maintenance.

2551

2552 ### 1.19. V. Valuation of Personal Property Unlawfully Retained

2553

2554 Please refer to **Addendum A** for a detailed itemization of my personal property left on the premises, including purchase prices, depreciation, and current values.

2555

2556 - **Total Purchase Price:** **\$4,698.14**

2557 - **Total Value After Depreciation:** **\$4,106.32**

2558

2559 **Note:** Values are calculated based on fair market value, considering age, condition, and minimal depreciation due to careful use.

2560

2561 ### 1.20. VI. Proposed Options for Resolution

2562

2563 In the spirit of resolving this matter amicably, I propose the following options:

2564

2565 ##### 1.20.1. Option 1: Immediate Settlement

2566

2567 - **Payment to Me:** You pay **\$4,106.32** for the value of my personal property.

2568 - **Retention of Security Deposit:** I agree to let you retain the entire **\$4,500.00** security deposit without further dispute.

2569 - **No Further Action:** Upon receipt of the payment, I will consider this matter fully resolved.

2570

2571 **This option allows for a swift and mutually beneficial resolution.**

2572

2573 ##### 1.20.2. Option 2: Compliance and Reconciliation

2574

2575 - **Provision of Detailed Documentation:** You provide a detailed, itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence.

2576 - **Adjustment of Claims:** We reconcile any discrepancies, and you return any unsubstantiated portion of the security deposit, along with **\$4,106.32** for my personal property.

2577 - **Legal Compliance:** Ensure full adherence to Florida statutes in all communications and actions.

2578

2579 **This option promotes transparency and fairness for both parties.**

2580

2581 ##### 1.20.3. Option 3: Mediation

2582

2583 - **Proposal for Mediation:** We engage a neutral third-party mediator to facilitate a fair resolution.

2584 - **Mutual Agreement:** Both parties agree to abide by the mediator's recommendations.

2585

2586 **This option demonstrates a commitment to collaborative problem-solving.**

2587

2588 ### 1.21. VII. Deadline for Response

2589

2590 I kindly request your written response within **15 days** of receiving this letter, indicating your preferred option for resolution.

2591

2592 ### 1.22. VIII. Preservation of Evidence

2593

2594 Please preserve all relevant evidence, including:

2595

2596 - Communications between us.

2597 - Photographs or videos of the property before and after my tenancy.

2598 - Receipts and invoices for any claimed damages.

2599 - Rental listings and advertisements.

2600 - Surveillance footage.

2601

2602 This will ensure a fair and thorough review should further action be necessary.

2603
2604 ### 1.23. IX. Request for Additional Information
2605
2606 To facilitate a fair assessment, please provide:
2607
2608 1. ****An itemized list of damages with supporting documentation.****
2609 2. ****Confirmation of the number of rental units you own or manage in Florida.****
2610 3. ****Details of the account where my security deposit is held, per Florida Statute §83.49.****
2611
2612 ### 1.24. X. Conclusion
2613
2614 My goal is to resolve this matter fairly and efficiently. I believe that open communication and
adherence to legal obligations will benefit both of us. I appreciate your prompt attention to
this matter.
2615
2616 ****Sincerely,****
2617
2618 **[Your Signature]**
2619
2620 ****[Your Printed Name]****
2621
2622 ****Enclosures:****
2623
2624 - ****Addendum A:**** Itemized List of Personal Property Left Behind
2625 - ****Addendum B:**** Proof of Purchase Prices for Personal Property
2626 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property
2627
2628 ****CC:****
2629
2630 - ****[Your Attorney's Name], Esq.****
2631 - ****Florida Department of Agriculture and Consumer Services, Division of Consumer Services****
2632 - ****Florida Attorney General's Office, Consumer Protection Division****
2633 - ****Pinellas County Housing Authority****
2634
2635 ****Legal References and Case Law:****
2636
2637 - ****Florida Statutes:****§83.49:**** Deposit money or advance rent; duty of landlord and
tenant.****§715.104:**** Notification of former tenant of personal property left on
premises.****§715.109:**** Penalties for noncompliance.
2638 - ****Case Law:****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994)****Durene v. Alcime****, 448
So.2d 1208 (Fla. 3d DCA 1984)****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980)****Fipps v.**
Robinson**, 612 So.2d 689 (Fla. 1st DCA 1993)****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th
DCA 1991)
2639
2640 ****Notice to Preserve Evidence:****
2641
2642 Please preserve all relevant evidence to ensure a fair resolution.
2643
2644 ****Disclaimer:****
2645
2646 This letter is intended for settlement purposes only and is not a waiver of any rights or remedies.
2647
2648 ****Alternative Dispute Resolution:****
2649
2650 I am open to mediation or other forms of dispute resolution to amicably settle this matter.
2651
2652 ****Attachments:****
2653
2654 - ****Addendum A:**** Itemized List of Personal Property Left Behind
2655 - ****Addendum B:**** Proof of Purchase Prices for Personal Property
2656 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property
2657
2658 ### 1.25. Addendum A: Itemized List of Personal Property Left Behind
2659

1. Brown Office Desk Chairs (2x)	\$579.98	19%	\$469.78

2. Wheels Upgrade (2x)	\$79.98	7%	\$74.38
3. 55-inch Roku TV	\$429.99	7%	\$398.99
4. Portable Air Conditioner (LG 7000 BTU)	\$345.54	13%	\$300.61
5. Jay Turser Acoustic Guitar	\$374.39	20%	\$300.00
6. Original Canvas Painting	\$750.00	0%	\$750.00
7. Weber Spirit E-310 Propane Grill	\$662.33	25%	\$496.75
8. Grill Cover	\$73.25	25%	\$54.94
9. BBQ Grill Tool Set	\$64.19	25%	\$48.14
10. AmeriGas Propane Tank	\$64.17	25%	\$48.13
11. Vivere Double Sunbrella Hammock	\$256.79	22%	\$200.00
12. Svater Outdoor String Lights (300 ft.)	\$171.18	19%	\$138.66
13. 17-Gallon Storage Containers (2x)	\$170.00	12%	\$149.60
Unopened Items:			
14. 2pcs/set Nightstands (2x)	\$39.04	0%	\$39.04
15. Queen Bed Frame	\$229.99	0%	\$229.99
16. 1pc Bedroom Dresser	\$34.54	0%	\$34.54
17. Small Mobile Rolling Station (2x)	\$30.74	0%	\$30.74
18. Large Bedroom Dresser	\$42.98	0%	\$42.98
19. 660 lb Capacity, 45-inch Car Trunk Storage	\$33.47	0%	\$33.47
20. Comfy Faux Saucer Chair	\$42.79	0%	\$42.79
21. Spacious Office Desktop Computer Stand	\$22.80	0%	\$22.80
22. Other Personal Items	\$200.00	Varied	\$200.00

****Total Purchase Price:** \$4,698.14****

****Total Value After Depreciation:** \$4,106.32****

1.26. Addendum B: Proof of Purchase Prices for Personal Property

[Enclosed are copies of receipts, invoices, and order confirmations verifying the purchase prices of the items listed in Addendum A.]

1.27. Addendum C: Copies of Communications Regarding Retrieval of Personal Property

[Enclosed are printed copies and screenshots of emails and text messages dated ****September 25, 2024****, and ****September 27, 2024****, in which I requested access to retrieve my personal property.]

****Final Note:****

Thank you for your time and consideration. I am confident that we can reach a fair and equitable resolution.

****Sincerely,****

[Your Signature]

****[Your Printed Name]****

o1

1.27.0.1. You said:

did you mention knowledge of the my property and confidence its there without stating i have evidence? did you incorporate and improve upon this draft below:

----- FORMAL TENANT

RESPONSE & DISPUTE RE: CLAIM ON SECURITY DEPOSIT AND & DEMAND FOR RETURN OF PERSONAL PROPERTY Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711

----- Stephen Boerner 424

North New St` Bethlehem, PA 18018 October 14, 2024 VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Luther J. Rollins, Jr. Amarlu Enterprises 231 Government Ave. S.W., #3097 Hickory, NC 28603 Re: FORMAL DISPUTE OF SECURITY DEPOSIT CLAIM AND DEMAND FOR RETURN OF PERSONAL PROPERTY Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711 I. Opening Statement Dear Mr. Rollins: This letter serves as a formal response to your "Notice of Intention to Impose Claim on Security Deposit" (hereinafter referred to as "the Notice") dated October 1, 2024, mailed October 2, 2024, and received by me on October 5, 2024. Pursuant to Florida Statute §83.49(3)(b), this written response is being sent via USPS Certified Mail within the 15-day timeframe provided for my response and constitutes a formal dispute to your claims. After careful review and consultation with legal counsel, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines in detail the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution. II. Overview of Dispute Your Notice purports to justify withholding my entire security deposit of \$4,500 based on an inspection allegedly conducted "on or about September 4, 2024." The Notice lists several claims of damage or issues with the property, which I will address individually in Section IV of this letter. However, before delving into the specific claims, it is necessary to address the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid. Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution as outlined in Section VIII of this letter. Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property. III. Non-Compliance with Florida Statute §83.49(3) A. Failure to Provide Proper Notice Your Notice fails to comply with Florida Statute §83.49(3)(a) in several critical aspects: Lack of Specificity and Itemization: Florida law requires that a landlord provide an itemized list of damages with specific costs associated with each item. Your Notice falls far short of this requirement. For example: a) You mention "damage to the walls of the premises" without specifying the location, extent, or nature of the damage. b) You claim "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which specific items are missing or damaged. c) You allege "excessive garbage and trash" without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to adequately assess or respond to your claims, which is the very purpose of the notice requirement under Florida law. Use of Future Tense Language: Your Notice uses speculative language about future costs, stating that "extensive cleaning will be required" and implying that repairs will be necessary. This use of future tense is improper under Florida law, which requires that a landlord provide actual costs incurred, not speculative future expenses. Furthermore, this speculative language contradicts the fact that the property was listed for rent and available for viewings as of October 4, 2024, suggesting that any necessary cleaning or repairs were either minimal or had already been completed. Absence of Supporting Evidence: Your Notice fails to include any supporting documentation such as photographs, receipts, or invoices to substantiate your claims. This lack of evidence further undermines the validity of your claims and violates the spirit of transparency intended by Florida's security deposit laws. Failure to Meet Statutory Requirements: Florida Statute §83.49(3)(a) explicitly requires an itemized statement of the reasons and amounts for any claim against the security deposit. Your Notice does not include any breakdown of individual costs, making it impossible for me to determine whether the amounts claimed are reasonable or appropriate. Legal Precedent: The importance of specificity in security deposit claim notices has been upheld in Florida courts. In *Williams v. Edwards*, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts for claims renders the notice insufficient, entitling the tenant to the return of their deposit. Similarly, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized that compliance with notice requirements is a condition precedent to a landlord's retention of any portion of the security deposit. B. Invalidity of Claims Due to Lack of Inventory List Your Notice references "missing and damaged artwork, furnishings, and housewares inventory list items." However, this claim is invalid and unenforceable for the following reasons: No Specific Inventory List Provided: Upon careful review of the lease agreement, I found no specific inventory list of the landlord's personal property (such as furnishings, artwork, or housewares) provided within the document. While the lease does refer to "all furnishings and personal property" as being included with the property, it does not itemize what those furnishings or personal property items are. Absence of Separate Inventory Documentation: At no point during my tenancy was I provided with a separate inventory list detailing the specific items of furniture, artwork, or housewares that were considered part of the rental property. Lack of Baseline for Comparison: Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items. There is no baseline against which to compare the condition of the property at the end of the tenancy. Unreasonable Accountability: Holding me accountable for items that were never clearly defined or documented at the start of my tenancy is unreasonable and potentially

unlawful. Burden of Proof: The burden of proving the existence, condition, and value of any items claimed to be damaged or missing lies with you, the landlord. Without a detailed inventory list, you cannot meet this burden of proof. Legal Precedent: In Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages. This principle extends to claims of missing items as well. Furthermore, in Durene v. Alcime, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized the importance of proper documentation in landlord-tenant disputes. The absence of a detailed inventory list significantly weakens any claim related to personal property items. C. Request for Disclosure of Security Deposit Details: Pursuant to Florida Statute §83.49(2), and as included in the signed lease agreement on page 10 of 20, which requires landlords who own or manage five or more rental units to disclose the location and status of the security deposit within 30 days of receiving it, I hereby request that you confirm: The number of rental units you own or manage in the state of Florida. Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing. This information is crucial to ensuring full compliance with Florida law and transparency in our landlord-tenant relationship. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions It is crucial to note that your failure to address maintenance issues began early in the tenancy and established a pattern of negligence that influenced my subsequent actions regarding property maintenance. As detailed in Addendum A, which provides a comprehensive timeline of maintenance requests and actions taken during the tenancy: Initial Maintenance Request Ignored: On or about October 2023, at the early onset of the lease, I encountered a severely clogged kitchen sink drain, rendering the left portion of the two-bucket sink unusable. I promptly submitted a maintenance request regarding this issue. Tenant's Reasonable Response: Given the urgency of the problem and your lack of response, I was forced to address the issue myself. Using my basic knowledge of clogged plumbing systems and a \$15 liquid solution, I successfully unclogged the drain and restored functionality to the sink. Established Pattern of Landlord Negligence: This early instance of neglect set a precedent for how I had to handle future maintenance issues. Your demonstrated unwillingness to comply with your legal obligations to maintain the premises under Florida Statute §83.51 led me to take on necessary maintenance tasks to ensure the habitability of the property. Justification for Tenant's Actions: The above situation explains and justifies my decision to address other maintenance issues throughout the tenancy, including the pruning of the jackfruit tree and other repairs you have questioned in your Notice. I understood that my maintenance needs were a low priority for you, which lowered my expectations for future support. Timeline of Events: Please refer to Addendum A for a detailed timeline of maintenance requests, follow-ups, and actions taken throughout the tenancy. This timeline is supported by email correspondence, text messages, and receipts, all of which are included in Addendum C. This pattern of negligence not only violates Florida Statute §83.51 but also demonstrates a breach of the implied warranty of habitability. It provides context for my actions throughout the tenancy and should be considered when evaluating any claims against the security deposit. IV. Detailed Rebuttal of Your Claims I will now address each of your claims individually: Damage to the Walls of the Premises Your claim: You allege damage to the walls without specifying the nature, location, or extent of the damage. Response: I deny causing any damage to the walls beyond normal wear and tear. Without specific details or photographic evidence, it is impossible to assess the validity of this claim. Furthermore, Florida law (e.g., Fipps v. Robinson, 612 So.2d 689 (Fla. 1st DCA 1993)) establishes that tenants are not responsible for normal wear and tear. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent Your claim: You allege unauthorized removal of fixtures. Response: I acknowledge removing certain temporary fixtures that I installed for organizational purposes. I was prepared to restore the premises to its original condition or compensate for the alterations, but my attempts to discuss this matter with you went unanswered. Excessive Garbage and Trash Left on the Premises Your claim: You allege excessive garbage and trash without specifying the amount or location. Response: Any trash present was due to a delay in garbage collection caused by a severe storm. All trash was placed in the designated area. I had arranged for additional trash removal services, which were canceled due to the storm. This situation was beyond my control and does not constitute negligence on my part. Spoiled Food Left in the Refrigerator Your claim: You allege spoiled food in the refrigerator. Response: Any remaining food items were minimal and did not cause damage to the appliance. Minor cleaning of appliances is typically considered part of the normal turnover process and does not warrant withholding from the security deposit. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items Your claim: You allege missing and damaged items without specifying which items. Response: This claim is baseless and unenforceable for the following reasons: a) No Inventory List Provided: As previously stated, no inventory list was ever provided, either within the lease agreement or as a separate document. The lease merely refers to "all furnishings and personal property" without itemization. b) Lack of Specificity: Your claim

fails to identify which specific items are allegedly missing or damaged, making it impossible for me to respond adequately. c) No Baseline for Comparison: Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when I took possession of the property. d) Burden of Proof: The onus is on you, as the landlord, to prove the existence, condition, and value of any items claimed to be damaged or missing. Without a detailed initial inventory, you cannot meet this burden of proof. e) Unreasonable Expectation: It is unreasonable and potentially unlawful to hold me responsible for items that were never clearly defined or documented at the start of my tenancy. f) Documented Attempts to Retrieve Property: As shown in Addendum C, I made documented attempts on September 25, 2024, and September 27, 2024, to retrieve my personal property, which you ignored. The screenshots of these communications are attached. Given these facts, any claim related to missing or damaged furnishings, artwork, or housewares must be dismissed entirely. Moreover, as noted earlier, you have retained my personal property without consent, which is addressed in detail in Section V of this letter and itemized in Addendum B. Unauthorized Cutting of Jackfruit Tree in Backyard Your claim: You allege unauthorized pruning of a jackfruit tree. Response: Any pruning done was necessary due to overhanging branches posing a safety risk. Regular yard maintenance was part of my responsibilities as per the lease agreement. The pruning was done in good faith and in accordance with standard horticultural practices. Moreover, given your established pattern of non-responsiveness to maintenance issues (as evidenced by the kitchen sink incident), I reasonably believed that addressing this safety concern myself was necessary and appropriate. Tenant's Proactive Maintenance It is important to note that throughout the tenancy, I took a proactive approach to maintaining the property due to your consistent failure to address maintenance issues. This includes: [I WILL INSERT LIST OF MAINTENANCE TASKS PERFORMED, DATES, AND ASSOCIATED COSTS] These actions were taken to ensure the property remained in good condition and to prevent more serious issues from developing. They should be viewed as beneficial to the property rather than as grounds for withholding the security deposit. V. Violation of Florida Statute §715.104 Regarding Personal Property A. Unlawful Retention and Disposal of Personal Property Your actions regarding my personal property left on the premises are in direct violation of Florida Statute §715.104(1), which states: "After taking possession of the premises... the landlord shall give written notice to the former tenant... stating that the property is considered abandoned and that the landlord intends to dispose of it if not claimed." You have failed to comply with this statute in the following ways: You did not provide the required written notice regarding abandoned property. You failed to respond to my multiple written requests, dated September 25, 2024, and September 27, 2024, for access to retrieve my personal property. Your failure to provide the required notice and your lack of response to my documented attempts to retrieve my property constitute a clear violation of the statute. B. Unauthorized Use and Conversion of Personal Property Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill. This constitutes unauthorized use and conversion of my property. Legal Precedent: In Goodwin v. Alexatos, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages. C. Liability for Damages Under Florida Statute §715.109: "A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action." Given that my monthly rent was \$4,500.00, you could be liable for \$13,500.00 plus costs the action and costs if this matter proceeds to litigation.

2714

2715 ChatGPT

2716

2717 Thought for 12 seconds

2718

2719 **

2720

2721 o1

2722

2723 ##### 1.27.0.2. You said:

2724

2725 recap all the claims and dont exclude any

2726

2727 ChatGPT

2728

2729 Thought for 15 seconds

2730

2731 **[Your Name]**

2732
2733 ****[Your Address]****
2734
2735 ****[City, State, ZIP Code]****
2736
2737 ****[Your Email Address]****
2738
2739 ****[Your Phone Number]****
2740
2741 ****October 14, 2024****
2742
2743 ****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****
2744
2745 ****Luther J. Rollins, Jr.****
2746
2747 ****Amarlu Enterprises****
2748
2749 ****231 Government Ave. S.W., #3097****
2750
2751 ****Hickory, NC 28603****
2752
2753 ****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****
2754
2755 ****Property Address: 2649 Tifton St. S., Gulfport, FL 33711****
2756
2757 ****Dear Mr. Rollins:****
2758
2759 This letter serves as my formal response to your ****"Notice of Intention to Impose Claim on Security Deposit"*** dated ****October 1, 2024****, mailed on ****October 2, 2024****, and received by me on ****October 5, 2024****. 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.

2760
2761 After careful review and consultation, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution.

2762
2763 **### 1.28. I. Overview of Dispute**
2764
2765 Your notice purports to justify withholding my entire security deposit of ****\$4,500.00**** based on an inspection allegedly conducted "on or about September 4, 2024." The claims listed are as follows:

2766
2767 1. ****Damage to the walls of the premises.****
2768 2. ****Removal of wood cabinets, shelving, counters without prior written consent.****
2769 3. ****Excessive garbage and trash left on the premises.****
2770 4. ****Spoiled food left in the refrigerator.****
2771 5. ****Missing and damaged artwork, furnishings, and housewares inventory list items.****
2772 6. ****Unauthorized cutting of jackfruit tree in backyard.****
2773
2774 Before addressing each claim individually, it is necessary to highlight the overall deficiencies in your notice and actions, which render your claim on my security deposit legally invalid.

2775
2776 **### 1.29. II. Non-Compliance with Florida Statute §83.49(3)**
2777
2778 **#### 1.29.1. A. Failure to Provide Proper Notice**
2779
2780 Under ****Florida Statute §83.49(3)(a)****:
2781
2782 > "Upon the vacating of the premises for termination of the lease, if the landlord intends to impose a claim on the deposit, he or she shall have 30 days to give the tenant written notice... The notice shall contain a statement specifying the reasons for the claim and the amounts thereof."
2783

2784

2785 Your notice fails to comply with this statute in several critical aspects:

2786

- 2787 1. ****Lack of Specificity and Itemization******Damage to the Walls:** You mention damage without specifying locations, nature, extent, or repair costs.****Missing and Damaged Items:** You reference "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which items are missing or damaged, their condition, or their replacement costs.****Excessive Garbage:** You allege excessive garbage without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to assess or respond to your claims, undermining the purpose of the notice requirement.
- 2788 2. ****Use of Future Tense Language**Your notice states that ****"extensive cleaning will be required"** and that repairs ****"will be necessary,"** implying that actual costs were unknown at the time of writing. Florida law requires landlords to provide actual costs incurred, not speculative future expenses. Moreover, the property was listed for rent and available for viewings as of ****October 4, 2024****, suggesting that any necessary cleaning or repairs were minimal or already completed.
- 2789 3. ****Absence of Supporting Evidence**You did not provide any supporting documentation such as photographs, receipts, or invoices to substantiate your claims, which is essential for transparency and compliance with the statute.
- 2790 4. ****Failure to Meet Statutory Requirements**Your notice does not include a breakdown of individual costs, making it impossible to determine whether the amounts claimed are reasonable or appropriate.

2791

2792 ##### 1.29.1.1. Legal Precedent

2793

2794 - In ****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts renders the notice insufficient, entitling the tenant to the return of their deposit.

2795 - In ****Durene v. Alcime****, 448 So.2d 1208 (Fla. 3d DCA 1984), compliance with notice requirements was emphasized as a condition precedent to retaining any portion of the security deposit.

2796

2797 #### 1.29.2. B. Invalidity of Claims Due to Lack of Inventory List

2798

2799 Your notice references ****"missing and damaged artwork, furnishings, and housewares inventory list items."** However:

2800

2801 - ****No Specific Inventory List Provided:** Upon reviewing the lease agreement and my records, no specific inventory list was provided at any point during my tenancy.

2802 - ****Absence of Baseline for Comparison:** Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items.

2803 - ****Unreasonable Accountability:** Holding me accountable for items that were never clearly defined or documented is unreasonable.

2804

2805 ##### 1.29.2.1. Legal Precedent

2806

2807 - In ****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980), 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.

2808

2809 #### 1.29.3. C. Request for Disclosure of Security Deposit Details

2810

2811 Pursuant to ****Florida Statute §83.49(2)**** and as stipulated in the signed lease agreement (page 10 of 20), I request that you confirm:

2812

2813 1. ****The number of rental units you own or manage in the state of Florida.****

2814 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.****

2815

2816 This information is crucial to ensure full compliance with Florida law and transparency in our landlord-tenant relationship.

2817

2818 #### 1.29.4. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions

2819

2820 It is important to note that your failure to address maintenance issues began early in the tenancy

and established a pattern of negligence, influencing my subsequent actions regarding property maintenance.

2821

- 2822 1. ****Initial Maintenance Request Ignored****In ****October 2023****, I encountered a severely clogged kitchen sink drain. I promptly submitted a maintenance request.****Your Response:**** There was no response or action taken on your part.
- 2823 2. ****Tenant's Reasonable Response****Given the urgency, I addressed the issue myself, successfully unclogging the drain at my own expense.This set a precedent for handling future maintenance issues due to your non-responsiveness.
- 2824 3. ****Established Pattern of Negligence****Your lack of action on maintenance requests compelled me to take necessary steps to maintain the property, ensuring its habitability.
- 2825 4. ****Justification for Tenant's Actions****This context explains my decision to address other maintenance issues, such as pruning the jackfruit tree, which I believed was necessary for safety reasons.
- 2826 5. ****Timeline of Events****Please refer to ****Addendum D**** for a detailed timeline of maintenance requests and actions taken, supported by communications and receipts included in ****Addendum C****.

2827

2828 This pattern not only violates ****Florida Statute §83.51**** regarding landlord's obligations but also demonstrates a breach of the implied warranty of habitability.

2829

2830 ### 1.30. III. Violation of Florida Statute §715.104 Regarding Personal Property

2831

2832 #### 1.30.1. A. Unlawful Retention and Disposal of Personal Property

2833

2834 Under ****Florida Statute §715.104(1)****:

2835

2836 > "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."

2837

2838

2839 - ****Lack of Required Notice:**** You did not provide the mandated written notice regarding any personal property left on the premises.

2840 - ****Documented Attempts to Retrieve Property:**** I made multiple written requests, dated ****September 25, 2024****, and ****September 27, 2024****, for access to retrieve my personal property. These communications are included in ****Addendum C****.

2841 - ****Violation of Statute:**** Your failure to respond and comply with statutory requirements constitutes a violation.

2842

2843 #### 1.30.2. B. Unauthorized Use and Conversion of Personal Property

2844

2845 Your new rental listing advertises amenities that include my personal property, specifically my ****Weber Spirit E-310 Propane Grill**** and other items. I am aware of this through public listings and word of mouth. This suggests unauthorized use and conversion of my property.

2846

2847 ##### 1.30.2.1. Legal Precedent

2848

2849 - In ****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th DCA 1991), unauthorized retention and use of another's property constitutes conversion.

2850

2851 #### 1.30.3. C. Liability for Damages

2852

2853 Under ****Florida Statute §715.109****:

2854

2855 > "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."

2856

2857

2858 Given that my monthly rent was ****\$4,500.00****, you could be liable for ****\$13,500.00**** plus costs if this matter proceeds to litigation.

2859

2860 ### 1.31. IV. Detailed Rebuttal of Your Claims

2861

2862 ##### 1.31.1. 1. Damage to the Walls of the Premises
2863
2864 - ****Your Claim:**** Alleged unspecified damage to the walls.
2865 - ****Response:**** I did not cause any damage beyond normal wear and tear. Without specific details or
evidence, this claim lacks merit.
2866
2867 ##### 1.31.1.1. Legal Standard
2868
2869 - Tenants are not responsible for normal wear and tear (****Fipps v. Robinson****, 612 So.2d 689).
2870
2871 ##### 1.31.2. 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent
2872
2873 - ****Your Claim:**** Unauthorized removal of fixtures.
2874 - ****Response:**** I acknowledge removing temporary fixtures that I installed. I was willing to restore
the premises or compensate for alterations. My attempts to communicate this went unanswered.
2875
2876 ##### 1.31.3. 3. Excessive Garbage and Trash Left on the Premises
2877
2878 - ****Your Claim:**** Excessive garbage left behind.
2879 - ****Response:**** Any remaining trash was due to a severe storm causing delays in municipal
collection. All trash was placed appropriately, and efforts were made to mitigate the issue.
2880
2881 ##### 1.31.4. 4. Spoiled Food Left in the Refrigerator
2882
2883 - ****Your Claim:**** Spoiled food left in the appliance.
2884 - ****Response:**** Any leftover items were minimal and did not damage the appliance. Minor cleaning is
part of standard turnover procedures.
2885
2886 ##### 1.31.5. 5. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items
2887
2888 - ****Your Claim:**** Missing and damaged items.
2889 - ****Response:**** Without an inventory list, this claim is baseless. Additionally, you have retained
my personal property, which I am confident remains at the premises.
2890
2891 ##### 1.31.6. 6. Unauthorized Cutting of Jackfruit Tree in Backyard
2892
2893 - ****Your Claim:**** Unauthorized pruning of a tree.
2894 - ****Response:**** Pruning was necessary due to safety concerns. As per the lease agreement, yard
maintenance was my responsibility.
2895
2896 ##### 1.31.7. 7. Tenant's Proactive Maintenance
2897
2898 Throughout the tenancy, I took proactive steps to maintain the property due to your consistent lack
of response to maintenance requests. This included:
2899
2900 - ****Addressing Plumbing Issues****
2901 - ****Yard Maintenance****
2902 - ****Minor Repairs****
2903
2904 These actions were necessary to preserve the property's condition and should not be grounds for
withholding the security deposit.
2905
2906 ### 1.32. V. Valuation of Personal Property Unlawfully Retained
2907
2908 I am confident that my personal property remains at the premises. Please see ****Addendum A**** for a
detailed list, including purchase prices and depreciated values.
2909
2910 - ****Total Purchase Price:**** ****\$4,698.14****
2911 - ****Total Value After Depreciation:**** ****\$4,106.32****
2912
2913 *I reserve the right to seek actual damages based on replacement value or actual receipts if
necessary.*
2914
2915 ### 1.33. VI. Proposed Options for Resolution

2916
2917 In an effort to resolve this matter amicably, I propose the following options:
2918
2919 ##### 1.33.1. Option 1: Immediate Settlement
2920
2921 - ****Payment to Me:**** You pay ****\$4,106.32**** for the value of my personal property.
2922 - ****Retention of Security Deposit:**** I agree to let you retain the ****\$4,500.00**** security deposit.
2923 - ****No Further Action:**** Upon receipt of payment, I will consider this matter fully resolved.
2924
2925 ****This option allows for a swift and mutually beneficial resolution.****
2926
2927 ##### 1.33.2. Option 2: Compliance and Reconciliation
2928
2929 - ****Provide Detailed Documentation:**** You supply an itemized list of damages with supporting
evidence.
2930 - ****Adjust Claims Accordingly:**** We reconcile any discrepancies, and you return any unsubstantiated
portion of the security deposit, along with ****\$4,106.32**** for my personal property.
2931 - ****Legal Compliance:**** Ensure adherence to Florida statutes in all communications and actions.
2932
2933 ****This option promotes transparency and fairness.****
2934
2935 ##### 1.33.3. Option 3: Legal Action
2936
2937 - ****Initiate Legal Proceedings:**** If we cannot reach an agreement, I may pursue legal action to
recover:****Wrongfully Withheld Security Deposit****Value of Personal Property:****
****\$4,106.32****Statutory Damages:**** Potentially exceeding ****\$13,500.00****Attorney's Fees and**
Court Costs**
2938
2939 ****I prefer to avoid this route but am prepared to assert my legal rights if necessary.****
2940
2941 ### 1.34. VII. Deadline for Response
2942
2943 I kindly request your written response within ****15 days**** of receiving this letter, indicating your
preferred option for resolution.
2944
2945 ### 1.35. VIII. Preservation of Evidence
2946
2947 Please preserve all relevant evidence, including:
2948
2949 - Communications between us.
2950 - Photographs or videos of the property before and after my tenancy.
2951 - Receipts and invoices for any claimed damages.
2952 - Rental listings and advertisements.
2953 - Surveillance footage.
2954
2955 This will ensure a fair and thorough review should further action be necessary.
2956
2957 ### 1.36. IX. Request for Additional Information
2958
2959 To facilitate a fair assessment, please provide:
2960
2961 1. ****An itemized list of damages with supporting documentation.****
2962 2. ****Confirmation of the number of rental units you own or manage in Florida.****
2963 3. ****Details of the account where my security deposit is held, per Florida Statute §83.49.****
2964
2965 ### 1.37. X. Conclusion
2966
2967 My goal is to resolve this matter fairly and efficiently. Open communication and adherence to legal
obligations will benefit both of us. I appreciate your prompt attention to this matter and look
forward to your cooperation.
2968
2969 ****Sincerely,****
2970
2971 ****[Your Signature]****

2972

2973 ****[Your Printed Name]****

2974

2975 ****Enclosures:****

2976

2977 - ****Addendum A:**** Itemized List of Personal Property Left Behind

2978 - ****Addendum B:**** Proof of Purchase Prices for Personal Property

2979 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property

2980 - ****Addendum D:**** Timeline of Maintenance Requests and Actions Taken

2981

2982 ****CC:****

2983

2984 - ****[Your Attorney's Name], Esq.****

2985 - ****Florida Department of Agriculture and Consumer Services, Division of Consumer Services****

2986 - ****Florida Attorney General's Office, Consumer Protection Division****

2987 - ****Pinellas County Housing Authority****

2988

2989 ****Legal References and Case Law:****

2990

2991 - ****Florida Statutes:****§83.49:**** Deposit money or advance rent; duty of landlord and
tenant.****§83.51:**** Landlord's obligation to maintain premises.****§715.104:**** Notification of
former tenant of personal property left on premises.****§715.109:**** Penalties for noncompliance.

2992 - ****Case Law:****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994)****Durene v. Alcime****, 448
So.2d 1208 (Fla. 3d DCA 1984)****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980)****Fipps v.**
Robinson**, 612 So.2d 689 (Fla. 1st DCA 1993)****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th
DCA 1991)

2993

2994 ****Notice to Preserve Evidence:****

2995

2996 Please preserve all relevant evidence to ensure a fair resolution.

2997

2998 ****Disclaimer:****

2999

3000 This letter is intended for settlement purposes only and is not a waiver of any rights or remedies.

3001

3002 ****Alternative Dispute Resolution:****

3003

3004 I am open to mediation or other forms of dispute resolution to amicably settle this matter.

3005

3006 ****Attachments:****

3007

3008 - ****Addendum A:**** Itemized List of Personal Property Left Behind

3009 - ****Addendum B:**** Proof of Purchase Prices for Personal Property

3010 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property

3011 - ****Addendum D:**** Timeline of Maintenance Requests and Actions Taken

3012

3013 **### 1.38. Addendum A: Itemized List of Personal Property Left Behind**

3014

3015	**1. Brown Office Desk Chairs (2x)**	\$579.98	19%	\$469.78
3016	-----	-----	-----	-----
3017	**2. Wheels Upgrade (2x)**	\$79.98	7%	\$74.38
3018	**3. 55-inch Roku TV**	\$429.99	7%	\$398.99
3019	**4. Portable Air Conditioner (LG 7000 BTU)**	\$345.54	13%	\$300.61
3020	**5. Jay Turser Acoustic Guitar**	\$374.39	20%	\$300.00
3021	**6. Original Canvas Painting**	\$750.00	0%	\$750.00
3022	**7. Weber Spirit E-310 Propane Grill**	\$662.33	25%	\$496.75
3023	**8. Grill Cover**	\$73.25	25%	\$54.94
3024	**9. BBQ Grill Tool Set**	\$64.19	25%	\$48.14
3025	**10. AmeriGas Propane Tank**	\$64.17	25%	\$48.13
3026	**11. Vivere Double Sunbrella Hammock**	\$256.79	22%	\$200.00
3027	**12. Svater Outdoor String Lights (300 ft.)**	\$171.18	19%	\$138.66
3028	**13. 17-Gallon Storage Containers (2x)**	\$170.00	12%	\$149.60
3029	**Unopened Items:**			
3030	**14. 2pcs/set Nightstands (2x)**	\$39.04	0%	\$39.04

3031	**15. Queen Bed Frame**	\$229.99	0%	\$229.99
3032	**16. 1pc Bedroom Dresser**	\$34.54	0%	\$34.54
3033	**17. Small Mobile Rolling Station (2x)**	\$30.74	0%	\$30.74
3034	**18. Large Bedroom Dresser**	\$42.98	0%	\$42.98
3035	**19. 660 lb Capacity, 45-inch Car Trunk Storage**	\$33.47	0%	\$33.47
3036	**20. Comfy Faux Saucer Chair**	\$42.79	0%	\$42.79
3037	**21. Spacious Office Desktop Computer Stand**	\$22.80	0%	\$22.80
3038	**22. Other Personal Items**	\$200.00	Varied	\$200.00

3039 <p align = "center">Table 3</p>

3040

3041

3042 ****Total Purchase Price:** \$4,698.14****

3043

3044 ****Total Value After Depreciation:** \$4,106.32****

3045

3046 *Note: Depreciation rates are based on condition, age, and market value.*

3047

3048 ### 1.39. Addendum B: Proof of Purchase Prices for Personal Property

3049

3050 [Enclosed are copies of receipts, invoices, and order confirmations verifying the purchase prices of the items listed in Addendum A.]

3051

3052 ### 1.40. Addendum C: Copies of Communications Regarding Retrieval of Personal Property

3053

3054 [Enclosed are printed copies and screenshots of emails and text messages dated ****September 25, 2024****, and ****September 27, 2024****, in which I requested access to retrieve my personal property.]

3055

3056 ### 1.41. Addendum D: Timeline of Maintenance Requests and Actions Taken

3057

3058 [Enclosed is a detailed timeline of all maintenance requests submitted during my tenancy, along with supporting communications and receipts.]

3059

3060 ****Final Note:****

3061

3062 I trust this letter conveys my sincere desire to resolve this matter amicably. Your prompt attention and cooperation are appreciated.

3063

3064 ****Sincerely,****

3065

3066 *[Your Signature]*

3067

3068 ****[Your Printed Name]****

3069

3070 o1

3071

3072 ##### 1.41.0.1. You said:

3073

3074 make this better. recap this entire conversation. include all claims on deposit and address each one. reference this draft to improve: Stephen Boerner 424 North New St Bethlehem, PA 18018 October 14, 2024 VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED Luther J. Rollins, Jr. Amarlu Enterprises 231 Government Ave. S.W., #3097 Hickory, NC 28603 Re: FORMAL DISPUTE OF SECURITY DEPOSIT CLAIM AND DEMAND FOR RETURN OF PERSONAL PROPERTY Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711 I. Opening Statement Dear Mr. Rollins: This letter serves as a formal response to your "Notice of Intention to Impose Claim on Security Deposit" (hereinafter referred to as "the Notice") dated October 1, 2024, mailed October 2, 2024, and received by me on October 5, 2024. Pursuant to Florida Statute §83.49(3) (b), this written response is being sent via USPS Certified Mail within the 15- day timeframe provided for my response and constitutes a formal dispute to your claims. After careful review and consultation with legal counsel, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines in detail the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution. II. Overview of Dispute Your Notice purports to justify withholding my entire security deposit of \$4,500 based on an inspection allegedly

conducted “on or about September 4, 2024.” The Notice lists several claims of damage or issues with the property, which I will address individually in Section IV of this letter. However, before delving into the specific claims, it is necessary to address the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid. Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution as outlined in Section VIII of this letter. Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property.

III. Non-Compliance with Florida Statute §83.49(3) A. Failure to Provide Proper Notice Your Notice fails to comply with Florida Statute §83.49(3)(a) in several critical aspects:

Lack of Specificity and Itemization: Florida law requires that a landlord provide an itemized list of damages with specific costs associated with each item. Your Notice falls far short of this requirement. For example: a) You mention “damage to the walls of the premises” without specifying the location, extent, or nature of the damage. b) You claim “missing and damaged artwork, furnishings, and housewares inventory list items” without itemizing which specific items are missing or damaged. c) You allege “excessive garbage and trash” without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to adequately assess or respond to your claims, which is the very purpose of the notice requirement under Florida law.

Use of Future Tense Language: Your Notice uses speculative language about future costs, stating that “extensive cleaning will be required” and implying that repairs will be necessary. This use of future tense is improper under Florida law, which requires that a landlord provide actual costs incurred, not speculative future expenses. Furthermore, this speculative language contradicts the fact that the property was listed for rent and available for viewings as of October 4, 2024, suggesting that any necessary cleaning or repairs were either minimal or had already been completed.

Absence of Supporting Evidence: Your Notice fails to include any supporting documentation such as photographs, receipts, or invoices to substantiate your claims. This lack of evidence further undermines the validity of your claims and violates the spirit of transparency intended by Florida’s security deposit laws.

Failure to Meet Statutory Requirements: Florida Statute §83.49(3)(a) explicitly requires an itemized statement of the reasons and amounts for any claim against the security deposit. Your Notice does not include any breakdown of individual costs, making it impossible for me to determine whether the amounts claimed are reasonable or appropriate.

Legal Precedent: The importance of specificity in security deposit claim notices has been upheld in Florida courts. In *Williams v. Edwards*, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord’s failure to provide specific reasons and amounts for claims renders the notice insufficient, entitling the tenant to the return of their deposit. Similarly, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized that compliance with notice requirements is a condition precedent to a landlord’s retention of any portion of the security deposit.

B. Invalidity of Claims Due to Lack of Inventory List Your Notice references “missing and damaged artwork, furnishings, and housewares inventory list items.” However, this claim is invalid and unenforceable for the following reasons:

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

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

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

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

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

Legal Precedent: In *Johnson v. Baker*, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property’s condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages. This principle extends to claims of missing items as well. Furthermore, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized the importance of proper documentation in landlord-tenant disputes. The absence of a detailed inventory list significantly weakens any claim related to personal property items.

C. Request for Disclosure of Security Deposit Details: Pursuant to Florida Statute §83.49(2), and as included in the signed lease agreement on page 10 of 20, which requires landlords who own or manage five or more rental units to

disclose the location and status of the security deposit within 30 days of receiving it, I hereby request that you confirm: The number of rental units you own or manage in the state of Florida. Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing. This information is crucial to ensuring full compliance with Florida law and transparency in our landlord-tenant relationship.

D. Pattern of Landlord Negligence and Tenant's Reasonable Actions It is crucial to note that your failure to address maintenance issues began early in the tenancy and established a pattern of negligence that influenced my subsequent actions regarding property maintenance. As detailed in Addendum A, which provides a comprehensive timeline of maintenance requests and actions taken during the tenancy: **Initial Maintenance Request Ignored:** On or about October 2023, at the early onset of the lease, I encountered a severely clogged kitchen sink drain, rendering the left portion of the two-bucket sink unusable. I promptly submitted a maintenance request regarding this issue. **Tenant's Reasonable Response:** Given the urgency of the problem and your lack of response, I was forced to address the issue myself. Using my basic knowledge of clogged plumbing systems and a \$15 liquid solution, I successfully unclogged the drain and restored functionality to the sink. **Established Pattern of Landlord Negligence:** This early instance of neglect set a precedent for how I had to handle future maintenance issues. Your demonstrated unwillingness to comply with your legal obligations to maintain the premises under Florida Statute §83.51 led me to take on necessary maintenance tasks to ensure the habitability of the property. **Justification for Tenant's Actions:** The above situation explains and justifies my decision to address other maintenance issues throughout the tenancy, including the pruning of the jackfruit tree and other repairs you have questioned in your Notice. I understood that my maintenance needs were a low priority for you, which lowered my expectations for future support. **Timeline of Events:** Please refer to Addendum A for a detailed timeline of maintenance requests, follow-ups, and actions taken throughout the tenancy. This timeline is supported by email correspondence, text messages, and receipts, all of which are included in Addendum C. This pattern of negligence not only violates Florida Statute §83.51 but also demonstrates a breach of the implied warranty of habitability. It provides context for my actions throughout the tenancy and should be considered when evaluating any claims against the security deposit.

IV. Detailed Rebuttal of Your Claims I will now address each of your claims individually:

Damage to the Walls of the Premises Your claim: You allege damage to the walls without specifying the nature, location, or extent of the damage. Response: I deny causing any damage to the walls beyond normal wear and tear. Without specific details or photographic evidence, it is impossible to assess the validity of this claim. Furthermore, Florida law (e.g., *Fipps v. Robinson*, 612 So.2d 689 (Fla. 1st DCA 1993)) establishes that tenants are not responsible for normal wear and tear. **Removal of Wood Cabinets, Shelving, Counters** Without Prior Written Consent Your claim: You allege unauthorized removal of fixtures. Response: I acknowledge removing certain temporary fixtures that I installed for organizational purposes. I was prepared to restore the premises to its original condition or compensate for the alterations, but my attempts to discuss this matter with you went unanswered. **Excessive Garbage and Trash Left on the Premises** Your claim: You allege excessive garbage and trash without specifying the amount or location. Response: Any trash present was due to a delay in garbage collection caused by a severe storm. All trash was placed in the designated area. I had arranged for additional trash removal services, which were canceled due to the storm. This situation was beyond my control and does not constitute negligence on my part. **Spoiled Food Left in the Refrigerator** Your claim: You allege spoiled food in the refrigerator. Response: Any remaining food items were minimal and did not cause damage to the appliance. Minor cleaning of appliances is typically considered part of the normal turnover process and does not warrant withholding from the security deposit. **Missing and Damaged Artwork, Furnishings, and Housewares** Inventory List Items Your claim: You allege missing and damaged items without specifying which items. Response: This claim is baseless and unenforceable for the following reasons: a) **No Inventory List Provided:** As previously stated, no inventory list was ever provided, either within the lease agreement or as a separate document. The lease merely refers to "all furnishings and personal property" without itemization. b) **Lack of Specificity:** Your claim fails to identify which specific items are allegedly missing or damaged, making it impossible for me to respond adequately. c) **No Baseline for Comparison:** Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when I took possession of the property. d) **Burden of Proof:** The onus is on you, as the landlord, to prove the existence, condition, and value of any items claimed to be damaged or missing. Without a detailed initial inventory, you cannot meet this burden of proof. e) **Unreasonable Expectation:** It is unreasonable and potentially unlawful to hold me responsible for items that were never clearly defined or documented at the start of my tenancy. f) **Documented Attempts to Retrieve Property:** As shown in Addendum C, I made documented attempts on September 25, 2024, and September 27, 2024, to retrieve my personal property, which you ignored. The screenshots of these communications are attached. Given these facts, any claim

related to missing or damaged furnishings, artwork, or housewares must be dismissed entirely. Moreover, as noted earlier, you have retained my personal property without consent, which is addressed in detail in Section V of this letter and itemized in Addendum B.

Unauthorized Cutting of Jackfruit Tree in Backyard Your claim: You allege unauthorized pruning of a jackfruit tree. Response: Any pruning done was necessary due to overhanging branches posing a safety risk. Regular yard maintenance was part of my responsibilities as per the lease agreement. The pruning was done in good faith and in accordance with standard horticultural practices. Moreover, given your established pattern of non-responsiveness to maintenance issues (as evidenced by the kitchen sink incident), I reasonably believed that addressing this safety concern myself was necessary and appropriate.

Tenant's Proactive Maintenance It is important to note that throughout the tenancy, I took a proactive approach to maintaining the property due to your consistent failure to address maintenance issues. This includes: [I WILL INSERT LIST OF MAINTENANCE TASKS PERFORMED, DATES, AND ASSOCIATED COSTS] These actions were taken to ensure the property remained in good condition and to prevent more serious issues from developing. They should be viewed as beneficial to the property rather than as grounds for withholding the security deposit.

V. Violation of Florida Statute §715.104 Regarding Personal Property

A. Unlawful Retention and Disposal of Personal Property Your actions regarding my personal property left on the premises are in direct violation of Florida Statute §715.104(1), which states: "After taking possession of the premises... the landlord shall give written notice to the former tenant... stating that the property is considered abandoned and that the landlord intends to dispose of it if not claimed." You have failed to comply with this statute in the following ways: You did not provide the required written notice regarding abandoned property. You failed to respond to my multiple written requests, dated September 25, 2024, and September 27, 2024, for access to retrieve my personal property. Your failure to provide the required notice and your lack of response to my documented attempts to retrieve my property constitute a clear violation of the statute.

B. Unauthorized Use and Conversion of Personal Property Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill. This constitutes unauthorized use and conversion of my property. Legal Precedent: In *Goodwin v. Alexatos*, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages.

C. Liability for Damages Under Florida Statute §715.109: "A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action." Given that my monthly rent was \$4,500.00, you could be liable for \$13,500.00 plus costs the action and costs if this matter proceeds to litigation.

V. Valuation of Personal Property Unlawfully Retained The following items of my personal property were unlawfully retained and are valued as follows: Weber Spirit E-310 Propane Grill (with Cover): \$550.00 Jay Turser Acoustic Guitar: \$374.39 55-inch Roku TV: \$400.00 Portable Air Conditioner (LG 7000 BTU): \$300.00 Office Desk Chairs (2x): \$525.00 Original Canvas Painting: \$750.00 Other Personal Items: \$325.00 Total Value: \$3,224.39 These items were left at the property due to the landlord's refusal to grant me access to retrieve them. Documentation of the items' fair market value and receipts is provided in Addendum B.

VI. Proposed Options for Resolution

Option 1: Immediate Settlement

- Payment to Me: You pay \$3,224.39 for the value of my personal property.
- Retention of Security Deposit: I allow you to retain the full \$4,500.00 deposit without further dispute.
- No Further Legal Action: I will consider the matter resolved and waive any claims for statutory damages, attorney's fees, or additional compensation. This option spares you from potential liabilities exceeding \$9,000.00, including damages for wrongful retention of property under Florida law.

Option 2: Compliance and Reconciliation

- Provision of Detailed Documentation: You provide an itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence.
- Adjustment of Claims: We reconcile the amounts, and you return any unsubstantiated portion of the deposit to me, along with \$3,224.39 for my personal property.
- Legal Compliance: You demonstrate full compliance with Florida Statutes. This option requires significant effort on your part and may result in a larger amount owed to me.

Option 3: Legal Action Initiation of Lawsuit I will file a lawsuit seeking:

- Return of the Security Deposit: Any portion wrongfully withheld.
- Value of Personal Property: \$3,224.39.
- Statutory Damages: Potentially exceeding \$9,000.00 under §§83.49 and 715.104.
- Attorney's Fees and Court Costs: As provided by law.
- Punitive Damages: For willful and malicious conduct. This option exposes you to significant financial liability, legal costs, and reputational harm.

VII. Deadline for Response Please respond to this letter within 15 days of receipt, indicating your acceptance of Option 1 or Option 2. Failure to respond appropriately will result in immediate legal action without further notice.

VIII. Preservation of Evidence You are hereby instructed to preserve all evidence related to this matter, including but not limited to:

- All communications between us.
- Photographs and videos of the property before and after my tenancy.
- Receipts and invoices for any repairs or replacements.

•Rental listings and advertisements. Failure to preserve evidence may result in sanctions under Florida law. IX. Legal Representation While I am currently representing myself, I am prepared to engage legal counsel specializing in landlord-tenant law to pursue this matter aggressively. X. Conclusion Your actions have you in violation of multiple Florida statutes, causing me financial harm. Accepting Option 1 allows for a swift resolution, minimizing costs and avoiding litigation. I urge you to consider the risks you face. Failure to resolve this matter within 15 days will result in legal action, where I will pursue the return of the security deposit, compensation for personal property, and potential statutory and punitive damages exceeding \$9,000.00 under Florida law. I trust that you will recognize the seriousness of this matter and respond promptly. Sincerely, Stephen Boerner

3075

3076 ChatGPT

3077

3078 Thought for 4 seconds

3079

3080 ****Stephen Boerner****

3081

3082 ****424 North New St****

3083

3084 ****Bethlehem, PA 18018****

3085

3086 ****[Your Email Address]****

3087

3088 ****[Your Phone Number]****

3089

3090 ****October 14, 2024****

3091

3092 ****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****

3093

3094 ****Luther J. Rollins, Jr.****

3095

3096 ****Amarlu Enterprises****

3097

3098 ****231 Government Ave. S.W., #3097****

3099

3100 ****Hickory, NC 28603****

3101

3102 ****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****

3103

3104 ****Property Address: 2649 Tifton St. S., Gulfport, FL 33711****

3105

3106 ****Dear Mr. Rollins:****

3107

3108 This letter serves as my formal response to your ****"Notice of Intention to Impose Claim on Security Deposit"**** dated ****October 1, 2024****, mailed on ****October 2, 2024****, and received by me on ****October 5, 2024****. 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.

3109

3110 After careful review and consultation, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution.

3111

3112 **### 1.42. I. Overview of Dispute**

3113

3114 Your notice purports to justify withholding my entire security deposit of ****\$4,500.00**** based on an inspection allegedly conducted "on or about September 4, 2024." The claims listed are as follows:

3115

3116 1. ****Damage to the walls of the premises.****

3117 2. ****Removal of wood cabinets, shelving, counters without prior written consent.****

3118 3. ****Excessive garbage and trash left on the premises.****

3119 4. ****Spoiled food left in the refrigerator.****

3120 5. ****Missing and damaged artwork, furnishings, and housewares inventory list items.****
3121 6. ****Unauthorized cutting of jackfruit tree in backyard.****
3122
3123 Before addressing each claim individually, it is necessary to highlight the overall deficiencies in
your notice and actions, which render your claim on my security deposit legally invalid.
3124
3125 ### 1.43. II. Non-Compliance with Florida Statute §83.49(3)
3126
3127 #### 1.43.1. A. Failure to Provide Proper Notice
3128
3129 Under ****Florida Statute §83.49(3)(a)****:
3130
3131 > "Upon the vacating of the premises for termination of the lease, if the landlord intends to impose
a claim on the deposit, he or she shall have 30 days to give the tenant written notice... The
notice shall contain a statement specifying the reasons for the claim and the amounts thereof."
3132
3133
3134 Your notice fails to comply with this statute in several critical aspects:
3135
3136 1. ****Lack of Specificity and Itemization****Damage to the Walls:**** You mention damage without
specifying locations, nature, extent, or repair costs.****Missing and Damaged Items:**** You
reference "missing and damaged artwork, furnishings, and housewares inventory list items"
without itemizing which items are missing or damaged, their condition, or their replacement
costs.****Excessive Garbage:**** You allege excessive garbage without detailing the amount,
location, or cost of removal. This lack of specificity makes it impossible for me to assess or
respond to your claims, undermining the purpose of the notice requirement.
3137 2. ****Use of Future Tense Language****Your notice states that ****"extensive cleaning will be required"****
and that repairs ****"will be necessary,"**** implying that actual costs were unknown at the time
of writing. Florida law requires landlords to provide actual costs incurred, not speculative
future expenses. Moreover, the property was listed for rent and available for viewings as of
****October 4, 2024****, suggesting that any necessary cleaning or repairs were minimal or already
completed.
3138 3. ****Absence of Supporting Evidence****You did not provide any supporting documentation such as
photographs, receipts, or invoices to substantiate your claims, which is essential for
transparency and compliance with the statute.
3139 4. ****Failure to Meet Statutory Requirements****Your notice does not include a breakdown of individual
costs, making it impossible to determine whether the amounts claimed are reasonable or
appropriate.
3140
3141 ##### 1.43.1.1. Legal Precedent
3142
3143 - In ****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's
failure to provide specific reasons and amounts renders the notice insufficient, entitling the
tenant to the return of their deposit.
3144 - In ****Durene v. Alcime****, 448 So.2d 1208 (Fla. 3d DCA 1984), compliance with notice requirements
was emphasized as a condition precedent to retaining any portion of the security deposit.
3145
3146 #### 1.43.2. B. Invalidity of Claims Due to Lack of Inventory List
3147
3148 Your notice references ****"missing and damaged artwork, furnishings, and housewares inventory list
items."**** However:
3149
3150 - ****No Specific Inventory List Provided:**** Upon reviewing the lease agreement and my records, no
specific inventory list was provided at any point during my tenancy.
3151 - ****Absence of Baseline for Comparison:**** Without an initial, itemized inventory, it is impossible
to substantiate claims of missing or damaged items.
3152 - ****Unreasonable Accountability:**** Holding me accountable for items that were never clearly defined
or documented is unreasonable and potentially unlawful.
3153
3154 ##### 1.43.2.1. Legal Precedent
3155
3156 - In ****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980), 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.

3157 - In ****Durene v. Alcime****, 448 So.2d 1208, the importance of proper documentation in landlord-tenant disputes was emphasized.

3158

3159 ##### 1.43.3. C. Request for Disclosure of Security Deposit Details

3160

3161 Pursuant to ****Florida Statute §83.49(2)**** and as stipulated in the signed lease agreement (page 10 of 20), I request that you confirm:

3162

3163 1. ****The number of rental units you own or manage in the state of Florida.****

3164 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.****

3165

3166 This information is crucial to ensure full compliance with Florida law and transparency in our landlord-tenant relationship.

3167

3168 ##### 1.43.4. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions

3169

3170 Your failure to address maintenance issues began early in the tenancy and established a pattern of negligence, influencing my subsequent actions regarding property maintenance.

3171

3172 1. ****Initial Maintenance Request Ignored****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.

3173 2. ****Tenant's Reasonable Response****Given the urgency, I addressed the issue myself, successfully unclogging the drain at my own expense using a \$15 solution.This set a precedent for handling future maintenance issues due to your non-responsiveness.

3174 3. ****Established Pattern of Negligence****Your lack of action on maintenance requests compelled me to take necessary steps to maintain the property, ensuring its habitability.

3175 4. ****Justification for Tenant's Actions****This context explains my decision to address other maintenance issues, such as pruning the jackfruit tree, which I believed was necessary for safety reasons.

3176 5. ****Timeline of Events****Please refer to ****Addendum D**** for a detailed timeline of maintenance requests and actions taken, supported by communications and receipts included in ****Addendum C****.

3177

3178 This pattern not only violates ****Florida Statute §83.51**** regarding a landlord's obligations but also demonstrates a breach of the implied warranty of habitability.

3179

3180 ### 1.44. III. Violation of Florida Statute §715.104 Regarding Personal Property

3181

3182 ##### 1.44.1. A. Unlawful Retention and Disposal of Personal Property

3183

3184 Under ****Florida Statute §715.104(1)****:

3185

3186 > "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."

3187

3188

3189 - ****Lack of Required Notice:**** You did not provide the mandated written notice regarding any personal property left on the premises.

3190 - ****Documented Attempts to Retrieve Property:**** I made multiple written requests on ****September 25, 2024****, and ****September 27, 2024****, for access to retrieve my personal property. These communications are included in ****Addendum C****.

3191 - ****Violation of Statute:**** Your failure to respond and comply with statutory requirements constitutes a violation.

3192

3193 ##### 1.44.2. B. Unauthorized Use and Conversion of Personal Property

3194

3195 Your new rental listing advertises amenities that include my personal property, specifically my ****Weber Spirit E-310 Propane Grill**** and other items. I am confident that my property remains on the premises, as evidenced by your advertisements and lack of communication regarding its disposition. This constitutes unauthorized use and conversion of my property.

3196
3197 ##### 1.44.2.1. Legal Precedent
3198
3199 - In ****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.

3200
3201 ##### 1.44.3. C. Liability for Damages
3202
3203 Under ****Florida Statute §715.109****:
3204
3205 > "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."

3206
3207
3208 Given that my monthly rent was ****\$4,500.00****, you could be liable for ****\$13,500.00**** plus costs if
this matter proceeds to litigation.

3209
3210 ### 1.45. IV. Detailed Rebuttal of Your Claims
3211
3212 ##### 1.45.1. 1. Damage to the Walls of the Premises
3213
3214 - ****Your Claim:**** Alleged unspecified damage to the walls.
3215 - ****Response:**** I did not cause any damage beyond normal wear and tear. Any minor scuffs or marks
are typical after a year's tenancy and are considered normal wear.

3216
3217 ##### 1.45.1.1. Legal Standard
3218
3219 - Under Florida law, tenants are not responsible for normal wear and tear (****Fipps v. Robinson****,
612 So.2d 689 (Fla. 1st DCA 1993)).

3220
3221 ##### 1.45.2. 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent
3222
3223 - ****Your Claim:**** Unauthorized removal of fixtures.
3224 - ****Response:**** I acknowledge removing certain temporary fixtures that I installed for
organizational purposes. I was prepared to restore the premises to its original condition or
compensate for the alterations. My attempts to discuss this matter with you went unanswered.

3225
3226 ##### 1.45.3. 3. Excessive Garbage and Trash Left on the Premises
3227
3228 - ****Your Claim:**** Excessive garbage left behind.
3229 - ****Response:**** Any remaining trash was due to a severe storm causing delays in municipal garbage
collection. All trash was placed in the designated area. I had arranged for additional trash
removal services, which were canceled due to the storm—an unforeseen circumstance beyond my
control.

3230
3231 ##### 1.45.4. 4. Spoiled Food Left in the Refrigerator
3232
3233 - ****Your Claim:**** Spoiled food left in the appliance.
3234 - ****Response:**** Any leftover food items were minimal and did not cause damage to the appliance.
Minor cleaning is part of standard turnover procedures and does not warrant withholding from
the security deposit.

3235
3236 ##### 1.45.5. 5. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items
3237
3238 - ****Your Claim:**** Missing and damaged items without specifying which items.
3239 - ****Response:****No Inventory List Provided:**** As previously stated, no inventory list was ever
provided.****Lack of Specificity:**** Your claim fails to identify which specific items are
allegedly missing or damaged, making it impossible for me to respond adequately.****No Baseline
for Comparison:**** Without a detailed inventory at the start of the tenancy, there is no way to
determine what items were present or their condition when I took possession.****Burden of
Proof:**** The onus is on you, as the landlord, to prove the existence, condition, and value of
any items claimed to be damaged or missing.****Unreasonable Expectation:**** It is unreasonable to
hold me responsible for items that were never clearly defined or documented.****Documented**

Attempts to Retrieve Property:** I made documented attempts on ****September 25, 2024****, and ****September 27, 2024****, to retrieve my personal property, which you ignored (see ****Addendum C****).

3240 - ****Conclusion:**** Given these facts, any claim related to missing or damaged furnishings, artwork, or housewares must be dismissed entirely.

3241

3242 ##### 1.45.6. 6. Unauthorized Cutting of Jackfruit Tree in Backyard

3243

3244 - ****Your Claim:**** Unauthorized pruning of a jackfruit tree.

3245 - ****Response:****Safety Concerns:**** Pruning was necessary due to overhanging branches posing a safety risk.****Maintenance Duties:**** Regular yard maintenance was part of my responsibilities as per the lease agreement.****Justification:**** Given your pattern of non-responsiveness to maintenance issues, I reasonably believed addressing this concern myself was necessary and appropriate.

3246

3247 ##### 1.45.7. 7. Tenant's Proactive Maintenance

3248

3249 Throughout the tenancy, I took proactive steps to maintain the property due to your consistent lack of response to maintenance requests. This included:

3250

3251 - ****Addressing Plumbing Issues****

3252 - ****Yard Maintenance****

3253 - ****Minor Repairs****

3254

3255 These actions were necessary to preserve the property's condition and should not be grounds for withholding the security deposit.

3256

3257 ### 1.46. V. Valuation of Personal Property Unlawfully Retained

3258

3259 I am confident that my personal property remains at the premises. Please see ****Addendum A**** for a detailed list, including purchase prices and depreciated values.

3260

3261 - ****Total Purchase Price:**** ****\$4,698.14****

3262 - ****Total Value After Depreciation:**** ****\$4,106.32****

3263

3264 *I reserve the right to seek actual damages based on replacement value or actual receipts if necessary.*

3265

3266 ### 1.47. VI. Proposed Options for Resolution

3267

3268 In an effort to resolve this matter amicably, I propose the following options:

3269

3270 ##### 1.47.1. Option 1: Immediate Settlement

3271

3272 - ****Payment to Me:**** You pay ****\$4,106.32**** for the value of my personal property.

3273 - ****Retention of Security Deposit:**** I agree to let you retain the ****\$4,500.00**** security deposit.

3274 - ****No Further Action:**** Upon receipt of payment, I will consider this matter fully resolved and will not pursue additional legal action regarding this issue.

3275

3276 ****This option allows for a swift and mutually beneficial resolution, sparing both parties further time and expense.****

3277

3278 ##### 1.47.2. Option 2: Compliance and Reconciliation

3279

3280 - ****Provide Detailed Documentation:**** You supply an itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence.

3281 - ****Adjust Claims Accordingly:**** We reconcile any discrepancies, and you return any unsubstantiated portion of the security deposit, along with ****\$4,106.32**** for my personal property.

3282 - ****Legal Compliance:**** Ensure full adherence to Florida statutes in all communications and actions.

3283

3284 ****This option promotes transparency and fairness for both parties.****

3285

3286 ##### 1.47.3. Option 3: Legal Action

3287

3288 - ****Initiate Legal Proceedings:**** If we cannot reach an agreement, I may pursue legal action to
recover:****Return of Wrongfully Withheld Security Deposit****Value of Personal Property:****
****\$4,106.32****Statutory Damages:**** Potentially exceeding ****\$13,500.00**** under §§83.49 and
715.104****Attorney's Fees and Court Costs****Punitive Damages:**** For willful and malicious
conduct

3289

3290 ****I prefer to avoid this route but am prepared to assert my legal rights if necessary.****

3291

3292 ### 1.48. VII. Deadline for Response

3293

3294 I kindly request your written response within ****15 days**** of receiving this letter, indicating your
preferred option for resolution.

3295

3296 ### 1.49. VIII. Preservation of Evidence

3297

3298 Please preserve all relevant evidence, including but not limited to:

3299

3300 - All communications between us.

3301 - Photographs and videos of the property before and after my tenancy.

3302 - Receipts and invoices for any repairs or replacements.

3303 - Rental listings and advertisements.

3304 - Surveillance footage.

3305

3306 Failure to preserve evidence may result in sanctions under Florida law.

3307

3308 ### 1.50. IX. Request for Additional Information

3309

3310 To facilitate a fair assessment and ensure compliance with Florida statutes, please provide:

3311

3312 1. ****An itemized list of damages with supporting documentation.****

3313 2. ****Confirmation of the number of rental units you own or manage in Florida.****

3314 3. ****Details of the account where my security deposit is held, including whether it is in a separate
bank account and if it is interest-bearing or non-interest-bearing, as per Florida Statute
§83.49.****

3315

3316 ### 1.51. X. Conclusion

3317

3318 Your actions have placed you in violation of multiple Florida statutes, causing me financial harm.
Accepting ****Option 1**** allows for a swift resolution, minimizing costs and avoiding litigation.
I urge you to consider the risks you face.

3319

3320 Failure to resolve this matter within ****15 days**** will result in legal action, where I will pursue
the return of the security deposit, compensation for personal property, and potential statutory
and punitive damages exceeding ****\$13,500.00**** under Florida law.

3321

3322 I trust that you will recognize the seriousness of this matter and respond promptly. My goal is to
resolve this matter fairly and efficiently, and I appreciate your prompt attention.

3323

3324 ****Sincerely,****

3325

3326 *Stephen Boerner*

3327

3328 ****Enclosures:****

3329

3330 - ****Addendum A:**** Itemized List of Personal Property Left Behind

3331 - ****Addendum B:**** Proof of Purchase Prices for Personal Property

3332 - ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property

3333 - ****Addendum D:**** Timeline of Maintenance Requests and Actions Taken

3334

3335 ****CC:****

3336

3337 - ****[Your Attorney's Name], Esq.****

3338 - ****Florida Department of Agriculture and Consumer Services, Division of Consumer Services****

3339 - ****Florida Attorney General's Office, Consumer Protection Division****

3340 - ****Pinellas County Housing Authority****

3341

3342 ****Legal References and Case Law:****

3343

3344 - ****Florida Statutes:****§83.49:**** Deposit money or advance rent; duty of landlord and tenant.****§83.51:**** Landlord's obligation to maintain premises.****§715.104:**** Notification of former tenant of personal property left on premises.****§715.109:**** Penalties for noncompliance.

3345 - ****Case Law:****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994)****Durene v. Alcime****, 448 So.2d 1208 (Fla. 3d DCA 1984)****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980)****Fipps v. Robinson****, 612 So.2d 689 (Fla. 1st DCA 1993)****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th DCA 1991)

3346

3347 ****Notice to Preserve Evidence:****

3348

3349 Please preserve all relevant evidence to ensure a fair resolution.

3350

3351 ****Disclaimer:****

3352

3353 This letter is intended for settlement purposes only and is not a waiver of any rights or remedies.

3354

3355 ****Alternative Dispute Resolution:****

3356

3357 I am open to mediation or other forms of dispute resolution to amicably settle this matter.

3358

3359 **### 1.52. Addendum A: Itemized List of Personal Property Left Behind**

3360

3361	**1. Brown Office Desk Chairs (2x)**	\$579.98	19%	\$469.78	
3362	-----	-----	-----	-----	
3363	**2. Wheels Upgrade (2x)**	\$79.98	7%	\$74.38	
3364	**3. 55-inch Roku TV**	\$429.99	7%	\$398.99	
3365	**4. Portable Air Conditioner (LG 7000 BTU)**	\$345.54	13%	\$300.61	
3366	**5. Jay Turser Acoustic Guitar**	\$374.39	20%	\$300.00	
3367	**6. Original Canvas Painting**	\$750.00	0%	\$750.00	
3368	**7. Weber Spirit E-310 Propane Grill**	\$662.33	25%	\$496.75	
3369	**8. Grill Cover**	\$73.25	25%	\$54.94	
3370	**9. BBQ Grill Tool Set**	\$64.19	25%	\$48.14	
3371	**10. AmeriGas Propane Tank**	\$64.17	25%	\$48.13	
3372	**11. Vivere Double Sunbrella Hammock**	\$256.79	22%	\$200.00	
3373	**12. Svater Outdoor String Lights (300 ft.)**	\$171.18	19%	\$138.66	
3374	**13. 17-Gallon Storage Containers (2x)**	\$170.00	12%	\$149.60	
3375	**Unopened Items:**				
3376	**14. 2pcs/set Nightstands (2x)**	\$39.04	0%	\$39.04	
3377	**15. Queen Bed Frame**	\$229.99	0%	\$229.99	
3378	**16. 1pc Bedroom Dresser**	\$34.54	0%	\$34.54	
3379	**17. Small Mobile Rolling Station (2x)**	\$30.74	0%	\$30.74	
3380	**18. Large Bedroom Dresser**	\$42.98	0%	\$42.98	
3381	**19. 660 lb Capacity, 45-inch Car Trunk Storage**	\$33.47	0%	\$33.47	
3382	**20. Comfy Faux Saucer Chair**	\$42.79	0%	\$42.79	
3383	**21. Spacious Office Desktop Computer Stand**	\$22.80	0%	\$22.80	
3384	**22. Other Personal Items**	\$200.00	Varied	\$200.00	

3385 <p align = "center">Table 4</p>

3386

3387

3388 ****Total Purchase Price:** **\$4,698.14****

3389

3390 ****Total Value After Depreciation:** **\$4,106.32****

3391

3392 ***Note: Depreciation rates are based on condition, age, and market value.***

3393

3394 **### 1.53. Addendum B: Proof of Purchase Prices for Personal Property**

3395

3396 [Enclosed are copies of receipts, invoices, and order confirmations verifying the purchase prices of the items listed in Addendum A.]

3397

3398 ### 1.54. Addendum C: Copies of Communications Regarding Retrieval of Personal Property
3399
3400 [Enclosed are printed copies and screenshots of emails and text messages dated ****September 25, 2024****, and ****September 27, 2024****, in which I requested access to retrieve my personal property.]
3401
3402 ### 1.55. Addendum D: Timeline of Maintenance Requests and Actions Taken
3403
3404 [Enclosed is a detailed timeline of all maintenance requests submitted during my tenancy, along with supporting communications and receipts.]
3405
3406 ****Final Note:****
3407
3408 I trust this letter conveys my sincere desire to resolve this matter amicably. Your prompt attention and cooperation are appreciated.
3409
3410 ****Sincerely,****
3411
3412 ***Stephen Boerner***
3413
3414 o1
3415
3416 ##### 1.55.0.1. You said:
3417
3418 give final options at the end and change the three to: option A- half the security deposit and the full amount of personal belongings. provide the total for option A being \$4,500 + 50% of my personal belongings this is a settlement and requires no work on his part. Option B is work intensive. requires refuting all private property and taking on the burden of proof to defend that my belongings are in fact not there, and provide inventory list, etc. etc. reference this convo. Option C is to disregard my request and i file for over \$8,000 suit taking this to County court, not small claims court. fully prepared to do that
3419
3420 ChatGPT
3421
3422 Thought for 13 seconds
3423
3424 ****Stephen Boerner****
3425
3426 ****424 North New St****
3427
3428 ****Bethlehem, PA 18018****
3429
3430 ****[Your Email Address]****
3431
3432 ****[Your Phone Number]****
3433
3434 ****October 14, 2024****
3435
3436 ****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****
3437
3438 ****Luther J. Rollins, Jr.****
3439
3440 ****Amarlu Enterprises****
3441
3442 ****231 Government Ave. S.W., #3097****
3443
3444 ****Hickory, NC 28603****
3445
3446 ****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****
3447
3448 ****Property Address: 2649 Tifton St. S., Gulfport, FL 33711****
3449
3450 ****Dear Mr. Rollins:****
3451

3452 This letter serves as my formal response to your **"Notice of Intention to Impose Claim on Security Deposit"** dated **October 1, 2024**, mailed on **October 2, 2024**, and received by me on **October 5, 2024**. 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.

3453

3454 After careful review and consultation, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution.

3455

3456 **1.56. I. Overview of Dispute**

3457

3458 Your notice purports to justify withholding my entire security deposit of **\$4,500.00** based on an inspection allegedly conducted "on or about September 4, 2024." The claims listed are as follows:

3459

3460 1. **Damage to the walls of the premises.**

3461 2. **Removal of wood cabinets, shelving, counters without prior written consent.**

3462 3. **Excessive garbage and trash left on the premises.**

3463 4. **Spoiled food left in the refrigerator.**

3464 5. **Missing and damaged artwork, furnishings, and housewares inventory list items.**

3465 6. **Unauthorized cutting of jackfruit tree in backyard.**

3466

3467 Before addressing each claim individually, it is necessary to highlight the overall deficiencies in your notice and actions, which render your claim on my security deposit legally invalid.

3468

3469 **1.57. II. Non-Compliance with Florida Statute §83.49(3)**

3470

3471 **1.57.1. A. Failure to Provide Proper Notice**

3472

3473 Under **Florida Statute §83.49(3)(a)**:

3474

3475 > "Upon the vacating of the premises for termination of the lease, if the landlord intends to impose a claim on the deposit, he or she shall have 30 days to give the tenant written notice... The notice shall contain a statement specifying the reasons for the claim and the amounts thereof."

3476

3477

3478 Your notice fails to comply with this statute in several critical aspects:

3479

- 3480 1. **Lack of Specificity and Itemization****Damage to the Walls:** You mention damage without specifying locations, nature, extent, or repair costs.**Missing and Damaged Items:** You reference "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which items are missing or damaged, their condition, or their replacement costs.**Excessive Garbage:** You allege excessive garbage without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to assess or respond to your claims, undermining the purpose of the notice requirement.
- 3481 2. **Use of Future Tense Language**Your notice states that **"extensive cleaning will be required"** and that repairs **"will be necessary,"** implying that actual costs were unknown at the time of writing. Florida law requires landlords to provide actual costs incurred, not speculative future expenses. Moreover, the property was listed for rent and available for viewings as of **October 4, 2024**, suggesting that any necessary cleaning or repairs were minimal or already completed.
- 3482 3. **Absence of Supporting Evidence**You did not provide any supporting documentation such as photographs, receipts, or invoices to substantiate your claims, which is essential for transparency and compliance with the statute.
- 3483 4. **Failure to Meet Statutory Requirements**Your notice does not include a breakdown of individual costs, making it impossible to determine whether the amounts claimed are reasonable or appropriate.

3484

3485 **1.57.1.1. Legal Precedent**

3486

3487 - In **Williams v. Edwards**, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts renders the notice insufficient, entitling the

tenant to the return of their deposit.

3488 - In **Durene v. Alcime**, 448 So.2d 1208 (Fla. 3d DCA 1984), compliance with notice requirements was emphasized as a condition precedent to retaining any portion of the security deposit.

3489

3490 ##### 1.57.2. B. Invalidity of Claims Due to Lack of Inventory List

3491

3492 Your notice references **"missing and damaged artwork, furnishings, and housewares inventory list items."** However:

3493

3494 - **No Specific Inventory List Provided:** Upon reviewing the lease agreement and my records, no specific inventory list was provided at any point during my tenancy.

3495 - **Absence of Baseline for Comparison:** Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items.

3496 - **Unreasonable Accountability:** Holding me accountable for items that were never clearly defined or documented is unreasonable and potentially unlawful.

3497

3498 ##### 1.57.2.1. Legal Precedent

3499

3500 - In **Johnson v. Baker**, 388 So.2d 1056 (Fla. 4th DCA 1980), 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.

3501 - In **Durene v. Alcime**, 448 So.2d 1208 (Fla. 3d DCA 1984), the importance of proper documentation in landlord-tenant disputes was emphasized.

3502

3503 ##### 1.57.3. C. Request for Disclosure of Security Deposit Details

3504

3505 Pursuant to **Florida Statute §83.49(2)** and as stipulated in the signed lease agreement (page 10 of 20), I request that you confirm:

3506

3507 1. **The number of rental units you own or manage in the state of Florida.**

3508 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.**

3509

3510 This information is crucial to ensure full compliance with Florida law and transparency in our landlord-tenant relationship.

3511

3512 ##### 1.57.4. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions

3513

3514 Your failure to address maintenance issues began early in the tenancy and established a pattern of negligence, influencing my subsequent actions regarding property maintenance.

3515

3516 1. **Initial Maintenance Request Ignored**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.

3517 2. **Tenant's Reasonable Response**Given the urgency, I addressed the issue myself, successfully unclogging the drain at my own expense using a \$15 solution.This set a precedent for handling future maintenance issues due to your non-responsiveness.

3518 3. **Established Pattern of Negligence**Your lack of action on maintenance requests compelled me to take necessary steps to maintain the property, ensuring its habitability.

3519 4. **Justification for Tenant's Actions**This context explains my decision to address other maintenance issues, such as pruning the jackfruit tree, which I believed was necessary for safety reasons.

3520 5. **Timeline of Events**Please refer to **Addendum D** for a detailed timeline of maintenance requests and actions taken, supported by communications and receipts included in **Addendum C**.

3521

3522 This pattern not only violates **Florida Statute §83.51** regarding a landlord's obligations but also demonstrates a breach of the implied warranty of habitability.

3523

3524 ### 1.58. III. Violation of Florida Statute §715.104 Regarding Personal Property

3525

3526 ##### 1.58.1. A. Unlawful Retention and Disposal of Personal Property

3527

3528 Under ****Florida Statute §715.104(1)****:
3529
3530 > "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."
3531
3532
3533 - ****Lack of Required Notice:**** You did not provide the mandated written notice regarding any
personal property left on the premises.
3534 - ****Documented Attempts to Retrieve Property:**** I made multiple written requests on ****September 25,**
2024**, and ****September 27, 2024****, for access to retrieve my personal property. These
communications are included in ****Addendum C****.
3535 - ****Violation of Statute:**** Your failure to respond and comply with statutory requirements
constitutes a violation.
3536
3537 ##### 1.58.2. B. Unauthorized Use and Conversion of Personal Property
3538
3539 Your new rental listing advertises amenities that include my personal property, specifically my
****Weber Spirit E-310 Propane Grill**** and other items. I am confident that my property remains
on the premises, as evidenced by your advertisements and lack of communication regarding its
disposition. This constitutes unauthorized use and conversion of my property.
3540
3541 ##### 1.58.2.1. Legal Precedent
3542
3543 - In ****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.
3544
3545 ##### 1.58.3. C. Liability for Damages
3546
3547 Under ****Florida Statute §715.109****:
3548
3549 > "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."
3550
3551
3552 Given that my monthly rent was ****\$4,500.00****, you could be liable for ****\$13,500.00**** plus costs if
this matter proceeds to litigation.
3553
3554 ### 1.59. IV. Detailed Rebuttal of Your Claims
3555
3556 ##### 1.59.1. 1. Damage to the Walls of the Premises
3557
3558 - ****Your Claim:**** Alleged unspecified damage to the walls.
3559 - ****Response:**** I did not cause any damage beyond normal wear and tear. Any minor scuffs or marks
are typical after a year's tenancy and are considered normal wear.
3560
3561 ##### 1.59.1.1. Legal Standard
3562
3563 - Under Florida law, tenants are not responsible for normal wear and tear (****Fipps v. Robinson****,
612 So.2d 689 (Fla. 1st DCA 1993)).
3564
3565 ##### 1.59.2. 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent
3566
3567 - ****Your Claim:**** Unauthorized removal of fixtures.
3568 - ****Response:**** I acknowledge removing certain temporary fixtures that I installed for
organizational purposes. I was prepared to restore the premises to its original condition or
compensate for the alterations. My attempts to discuss this matter with you went unanswered.
3569
3570 ##### 1.59.3. 3. Excessive Garbage and Trash Left on the Premises
3571
3572 - ****Your Claim:**** Excessive garbage left behind.
3573 - ****Response:**** Any remaining trash was due to a severe storm causing delays in municipal garbage
collection. All trash was placed in the designated area. I had arranged for additional trash

removal services, which were canceled due to the storm—an unforeseen circumstance beyond my control.

3574

3575 ##### 1.59.4. 4. Spoiled Food Left in the Refrigerator

3576

3577 - ****Your Claim:**** Spoiled food left in the appliance.

3578 - ****Response:**** Any leftover food items were minimal and did not cause damage to the appliance. Minor cleaning is part of standard turnover procedures and does not warrant withholding from the security deposit.

3579

3580 ##### 1.59.5. 5. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items

3581

3582 - ****Your Claim:**** Missing and damaged items without specifying which items.

3583 - ****Response:****No Inventory List Provided:**** As previously stated, no inventory list was ever provided.****Lack of Specificity:**** Your claim fails to identify which specific items are allegedly missing or damaged, making it impossible for me to respond adequately.****No Baseline for Comparison:**** Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when I took possession.****Burden of Proof:**** The onus is on you, as the landlord, to prove the existence, condition, and value of any items claimed to be damaged or missing.****Unreasonable Expectation:**** It is unreasonable to hold me responsible for items that were never clearly defined or documented.****Documented Attempts to Retrieve Property:**** I made documented attempts on ****September 25, 2024****, and ****September 27, 2024****, to retrieve my personal property, which you ignored (see ****Addendum C****).

3584 - ****Conclusion:**** Given these facts, any claim related to missing or damaged furnishings, artwork, or housewares must be dismissed entirely.

3585

3586 ##### 1.59.6. 6. Unauthorized Cutting of Jackfruit Tree in Backyard

3587

3588 - ****Your Claim:**** Unauthorized pruning of a jackfruit tree.

3589 - ****Response:****Safety Concerns:**** Pruning was necessary due to overhanging branches posing a safety risk.****Maintenance Duties:**** Regular yard maintenance was part of my responsibilities as per the lease agreement.****Justification:**** Given your pattern of non-responsiveness to maintenance issues, I reasonably believed addressing this concern myself was necessary and appropriate.

3590

3591 ##### 1.59.7. 7. Tenant's Proactive Maintenance

3592

3593 Throughout the tenancy, I took proactive steps to maintain the property due to your consistent lack of response to maintenance requests. This included:

3594

3595 - ****Addressing Plumbing Issues****

3596 - ****Yard Maintenance****

3597 - ****Minor Repairs****

3598

3599 These actions were necessary to preserve the property's condition and should not be grounds for withholding the security deposit.

3600

3601 ### 1.60. V. Valuation of Personal Property Unlawfully Retained

3602

3603 I am confident that my personal property remains at the premises. Please see ****Addendum A**** for a detailed list, including purchase prices and depreciated values.

3604

3605 - ****Total Purchase Price:**** ****\$4,698.14****

3606 - ****Total Value After Depreciation:**** ****\$4,106.32****

3607

3608 *I reserve the right to seek actual damages based on replacement value or actual receipts if necessary.*

3609

3610 ### 1.61. VI. Proposed Options for Resolution

3611

3612 In an effort to resolve this matter amicably, I propose the following options:

3613

3614 ##### 1.61.1. Option A: Immediate Settlement

3615
3616 - ****Payment to Me:** You pay ****\$4,500.00**** (full security deposit) plus ****50% of the value of my personal belongings****, amounting to ****\$2,053.16****.**
3617 - ****Total Payment:** ****\$6,553.16******
3618 - ****No Further Action:** Upon receipt of payment, I will consider this matter fully resolved and will not pursue additional legal action regarding this issue.**
3619
3620 ****This option requires no additional effort on your part and allows for a swift and mutually beneficial resolution.****
3621
3622 ##### 1.61.2. Option B: Compliance and Reconciliation
3623
3624 - ****Provide Detailed Documentation:** You supply an itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence.**
3625 - ****Refute Personal Property Claims:** You provide evidence to refute my claim that my personal belongings remain on the premises, including an inventory list and proof of disposition.**
3626 - ****Adjust Claims Accordingly:** We reconcile any discrepancies, and you return any unsubstantiated portion of the security deposit, along with the value of my personal property if applicable.**
3627 - ****Legal Compliance:** Ensure full adherence to Florida statutes in all communications and actions.**
3628
3629 ****This option is more work-intensive and requires you to substantiate your claims and refute mine, bearing the burden of proof as required by law.****
3630
3631 ##### 1.61.3. Option C: Legal Action
3632
3633 - ****Initiate Legal Proceedings:** If we cannot reach an agreement, I am prepared to file a lawsuit seeking:****Return of Wrongfully Withheld Security Deposit:** ****\$4,500.00**********Value of Personal Property:** ****\$4,106.32**********Statutory Damages:** Potentially exceeding ****\$13,500.00**** under §§83.49 and 715.104******Attorney's Fees and Court Costs****Punitive Damages:** For willful and malicious conduct******
3634
3635 ****The total amount sought could exceed \$8,000.00, and I am fully prepared to take this matter to county court, not small claims court.****
3636
3637 ### 1.62. VII. Deadline for Response
3638
3639 I kindly request your written response within ****15 days**** of receiving this letter, indicating your preferred option for resolution.
3640
3641 ### 1.63. VIII. Preservation of Evidence
3642
3643 Please preserve all relevant evidence, including but not limited to:
3644
3645 - All communications between us.
3646 - Photographs and videos of the property before and after my tenancy.
3647 - Receipts and invoices for any repairs or replacements.
3648 - Rental listings and advertisements.
3649 - Surveillance footage.
3650
3651 Failure to preserve evidence may result in sanctions under Florida law.
3652
3653 ### 1.64. IX. Request for Additional Information
3654
3655 To facilitate a fair assessment and ensure compliance with Florida statutes, please provide:
3656
3657 1. ****An itemized list of damages with supporting documentation.****
3658 2. ****Confirmation of the number of rental units you own or manage in Florida.****
3659 3. ****Details of the account where my security deposit is held, including whether it is in a separate bank account and if it is interest-bearing or non-interest-bearing, as per Florida Statute §83.49.****
3660
3661 ### 1.65. X. Conclusion
3662
3663 Your actions have placed you in violation of multiple Florida statutes, causing me financial harm.****

Accepting ****Option A**** allows for a swift resolution, minimizing costs and avoiding litigation. I urge you to consider the risks you face.

Failure to resolve this matter within ****15 days**** will result in legal action, where I will pursue the return of the security deposit, compensation for personal property, and potential statutory and punitive damages exceeding ****\$8,000.00**** under Florida law.

I trust that you will recognize the seriousness of this matter and respond promptly. My goal is to resolve this matter fairly and efficiently, and I appreciate your prompt attention.

****Sincerely,****

Stephen Boerner

****Enclosures:****

- ****Addendum A:**** Itemized List of Personal Property Left Behind
- ****Addendum B:**** Proof of Purchase Prices for Personal Property
- ****Addendum C:**** Copies of Communications Regarding Retrieval of Personal Property
- ****Addendum D:**** Timeline of Maintenance Requests and Actions Taken

****CC:****

- ****[Your Attorney's Name], Esq.****
- ****Florida Department of Agriculture and Consumer Services, Division of Consumer Services****
- ****Florida Attorney General's Office, Consumer Protection Division****
- ****Pinellas County Housing Authority****

****Legal References and Case Law:****

- ****Florida Statutes:****\$83.49:**** Deposit money or advance rent; duty of landlord and tenant.****\$83.51:**** Landlord's obligation to maintain premises.****\$715.104:**** Notification of former tenant of personal property left on premises.****\$715.109:**** Penalties for noncompliance.
- ****Case Law:****Williams v. Edwards****, 642 So.2d 124 (Fla. 1st DCA 1994)****Durene v. Alcime****, 448 So.2d 1208 (Fla. 3d DCA 1984)****Johnson v. Baker****, 388 So.2d 1056 (Fla. 4th DCA 1980)****Fipps v. Robinson****, 612 So.2d 689 (Fla. 1st DCA 1993)****Goodwin v. Alexatos****, 584 So.2d 1007 (Fla. 5th DCA 1991)

****Notice to Preserve Evidence:****

Please preserve all relevant evidence to ensure a fair resolution.

****Disclaimer:****

This letter is intended for settlement purposes only and is not a waiver of any rights or remedies.

****Alternative Dispute Resolution:****

I am open to mediation or other forms of dispute resolution to amicably settle this matter.

1.66. Addendum A: Itemized List of Personal Property Left Behind

1. Brown Office Desk Chairs (2x)	\$579.98	19%	\$469.78
2. Wheels Upgrade (2x)	\$79.98	7%	\$74.38
3. 55-inch Roku TV	\$429.99	7%	\$398.99
4. Portable Air Conditioner (LG 7000 BTU)	\$345.54	13%	\$300.61
5. Jay Turser Acoustic Guitar	\$374.39	20%	\$300.00
6. Original Canvas Painting	\$750.00	0%	\$750.00
7. Weber Spirit E-310 Propane Grill	\$662.33	25%	\$496.75
8. Grill Cover	\$73.25	25%	\$54.94
9. BBQ Grill Tool Set	\$64.19	25%	\$48.14
10. AmeriGas Propane Tank	\$64.17	25%	\$48.13
11. Vivere Double Sunbrella Hammock	\$256.79	22%	\$200.00

3718	**12. Svater Outdoor String Lights (300 ft.)**	\$171.18	19%	\$138.66
3719	**13. 17-Gallon Storage Containers (2x)**	\$170.00	12%	\$149.60
3720	**Unopened Items:**			
3721	**14. 2pcs/set Nightstands (2x)**	\$39.04	0%	\$39.04
3722	**15. Queen Bed Frame**	\$229.99	0%	\$229.99
3723	**16. 1pc Bedroom Dresser**	\$34.54	0%	\$34.54
3724	**17. Small Mobile Rolling Station (2x)**	\$30.74	0%	\$30.74
3725	**18. Large Bedroom Dresser**	\$42.98	0%	\$42.98
3726	**19. 660 lb Capacity, 45-inch Car Trunk Storage**	\$33.47	0%	\$33.47
3727	**20. Comfy Faux Saucer Chair**	\$42.79	0%	\$42.79
3728	**21. Spacious Office Desktop Computer Stand**	\$22.80	0%	\$22.80
3729	**22. Other Personal Items**	\$200.00	Varied	\$200.00

3730 <p align = "center">Table 5</p>

3731

3732

3733 ****Total Purchase Price:** \$4,698.14****

3734

3735 ****Total Value After Depreciation:** \$4,106.32****

3736

3737 **Note: Depreciation rates are based on condition, age, and market value.**

3738

3739 ### 1.67. Addendum B: Proof of Purchase Prices for Personal Property

3740

3741 [Enclosed are copies of receipts, invoices, and order confirmations verifying the purchase prices of the items listed in Addendum A.]

3742

3743 ### 1.68. Addendum C: Copies of Communications Regarding Retrieval of Personal Property

3744

3745 [Enclosed are printed copies and screenshots of emails and text messages dated ****September 25, 2024****, and ****September 27, 2024****, in which I requested access to retrieve my personal property.]

3746

3747 ### 1.69. Addendum D: Timeline of Maintenance Requests and Actions Taken

3748

3749 [Enclosed is a detailed timeline of all maintenance requests submitted during my tenancy, along with supporting communications and receipts.]

3750

3751 ****Final Note:****

3752

3753 I trust this letter conveys my sincere desire to resolve this matter amicably. Your prompt attention and cooperation are appreciated.

3754

3755 ****Sincerely,****

3756

3757 **Stephen Boerner**

3758

3759 o1

3760

3761 ##### 1.69.0.1. You said:

3762

3763 fix redundancies. and improve this blend of drafts provide back in markdown for craft app on mac
import Stephen Boerner 424 North New St` `Bethlehem, PA 18018 October 14, 2024 VIA CERTIFIED
MAIL RETURN RECEIPT REQUESTED Luther J. Rollins, Jr. Amarlu Enterprises 231 Government Ave.
S.W., #3097 Hickory, NC 28603 Re: FORMAL DISPUTE OF SECURITY DEPOSIT CLAIM AND DEMAND FOR
RETURN OF PERSONAL PROPERTY Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711 I. Opening
Statement Dear Mr. Rollins: This letter serves as a formal response to your "Notice of
Intention to Impose Claim on Security Deposit" (hereinafter referred to as "the Notice") dated
October 1, 2024, mailed October 2, 2024, and received by me on October 5, 2024. Pursuant to
Florida Statute §83.49(3)(b), this written response is being sent via USPS Certified Mail
within the 15-day timeframe provided for my response and constitutes a formal dispute to your
claims. After careful review and consultation with legal counsel, I find your claims to be
unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a
tenant. This letter outlines in detail the legal and factual basis for my dispute, addresses
each of your claims individually, and proposes options for resolution. II. Overview of Dispute

Your Notice purports to justify withholding my entire security deposit of \$4,500 based on an inspection allegedly conducted "on or about September 4, 2024." The Notice lists several claims of damage or issues with the property, which I will address individually in Section IV of this letter. However, before delving into the specific claims, it is necessary to address the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid. Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution as outlined in Section VIII of this letter. Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property.

III. Non-Compliance with Florida Statute §83.49(3) A. Failure to Provide Proper Notice Your Notice fails to comply with Florida Statute §83.49(3)(a) in several critical aspects: Lack of Specificity and Itemization: Florida law requires that a landlord provide an itemized list of damages with specific costs associated with each item. Your Notice falls far short of this requirement. For example: a) You mention "damage to the walls of the premises" without specifying the location, extent, or nature of the damage. b) You claim "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which specific items are missing or damaged. c) You allege "excessive garbage and trash" without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to adequately assess or respond to your claims, which is the very purpose of the notice requirement under Florida law. Use of Future Tense Language: Your Notice uses speculative language about future costs, stating that "extensive cleaning will be required" and implying that repairs will be necessary. This use of future tense is improper under Florida law, which requires that a landlord provide actual costs incurred, not speculative future expenses. Furthermore, this speculative language contradicts the fact that the property was listed for rent and available for viewings as of October 4, 2024, suggesting that any necessary cleaning or repairs were either minimal or had already been completed.

Absence of Supporting Evidence: Your Notice fails to include any supporting documentation such as photographs, receipts, or invoices to substantiate your claims. This lack of evidence further undermines the validity of your claims and violates the spirit of transparency intended by Florida's security deposit laws. Failure to Meet Statutory Requirements: Florida Statute §83.49(3)(a) explicitly requires an itemized statement of the reasons and amounts for any claim against the security deposit. Your Notice does not include any breakdown of individual costs, making it impossible for me to determine whether the amounts claimed are reasonable or appropriate. Legal Precedent: The importance of specificity in security deposit claim notices has been upheld in Florida courts. In *Williams v. Edwards*, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts for claims renders the notice insufficient, entitling the tenant to the return of their deposit. Similarly, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized that compliance with notice requirements is a condition precedent to a landlord's retention of any portion of the security deposit.

B. Invalidity of Claims Due to Lack of Inventory List Your Notice references "missing and damaged artwork, furnishings, and housewares inventory list items." However, this claim is invalid and unenforceable for the following reasons: No Specific Inventory List Provided: Upon careful review of the lease agreement, I found no specific inventory list of the landlord's personal property (such as furnishings, artwork, or housewares) provided within the document. While the lease does refer to "all furnishings and personal property" as being included with the property, it does not itemize what those furnishings or personal property items are. Absence of Separate Inventory Documentation: At no point during my tenancy was I provided with a separate inventory list detailing the specific items of furniture, artwork, or housewares that were considered part of the rental property. Lack of Baseline for Comparison: Without an initial, itemized inventory, it is impossible to substantiate claims of missing or damaged items. There is no baseline against which to compare the condition of the property at the end of the tenancy. Unreasonable Accountability: Holding me accountable for items that were never clearly defined or documented at the start of my tenancy is unreasonable and potentially unlawful. Burden of Proof: The burden of proving the existence, condition, and value of any items claimed to be damaged or missing lies with you, the landlord. Without a detailed inventory list, you cannot meet this burden of proof. Legal Precedent: In *Johnson v. Baker*, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages. This principle extends to claims of missing items as well. Furthermore, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized the importance of proper documentation in landlord-tenant disputes. The absence of a detailed inventory list significantly weakens any claim related to personal property items.

C. Request for Disclosure of Security Deposit Details: Pursuant to Florida Statute §83.49(2), and as included in the signed lease agreement on page 10 of 20, which requires landlords who own or manage five or more rental units to disclose the location and status of the security deposit

within 30 days of receiving it, I hereby request that you confirm: The number of rental units you own or manage in the state of Florida. Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing. This information is crucial to ensuring full compliance with Florida law and transparency in our landlord-tenant relationship. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions It is crucial to note that your failure to address maintenance issues began early in the tenancy and established a pattern of negligence that influenced my subsequent actions regarding property maintenance. As detailed in Addendum A, which provides a comprehensive timeline of maintenance requests and actions taken during the tenancy: Initial Maintenance Request Ignored: On or about October 2023, at the early onset of the lease, I encountered a severely clogged kitchen sink drain, rendering the left portion of the two-bucket sink unusable. I promptly submitted a maintenance request regarding this issue. Tenant's Reasonable Response: Given the urgency of the problem and your lack of response, I was forced to address the issue myself. Using my basic knowledge of clogged plumbing systems and a \$15 liquid solution, I successfully unclogged the drain and restored functionality to the sink. Established Pattern of Landlord Negligence: This early instance of neglect set a precedent for how I had to handle future maintenance issues. Your demonstrated unwillingness to comply with your legal obligations to maintain the premises under Florida Statute §83.51 led me to take on necessary maintenance tasks to ensure the habitability of the property. Justification for Tenant's Actions: The above situation explains and justifies my decision to address other maintenance issues throughout the tenancy, including the pruning of the jackfruit tree and other repairs you have questioned in your Notice. I understood that my maintenance needs were a low priority for you, which lowered my expectations for future support. Timeline of Events: Please refer to Addendum A for a detailed timeline of maintenance requests, follow-ups, and actions taken throughout the tenancy. This timeline is supported by email correspondence, text messages, and receipts, all of which are included in Addendum C. This pattern of negligence not only violates Florida Statute §83.51 but also demonstrates a breach of the implied warranty of habitability. It provides context for my actions throughout the tenancy and should be considered when evaluating any claims against the security deposit. IV. Detailed Rebuttal of Your Claims I will now address each of your claims individually: Damage to the Walls of the Premises Your claim: You allege damage to the walls without specifying the nature, location, or extent of the damage. Response: I deny causing any damage to the walls beyond normal wear and tear. Without specific details or photographic evidence, it is impossible to assess the validity of this claim. Furthermore, Florida law (e.g., Fipps v. Robinson, 612 So.2d 689 (Fla. 1st DCA 1993)) establishes that tenants are not responsible for normal wear and tear. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent Your claim: You allege unauthorized removal of fixtures. Response: I acknowledge removing certain temporary fixtures that I installed for organizational purposes. I was prepared to restore the premises to its original condition or compensate for the alterations, but my attempts to discuss this matter with you went unanswered. Excessive Garbage and Trash Left on the Premises Your claim: You allege excessive garbage and trash without specifying the amount or location. Response: Any trash present was due to a delay in garbage collection caused by a severe storm. All trash was placed in the designated area. I had arranged for additional trash removal services, which were canceled due to the storm. This situation was beyond my control and does not constitute negligence on my part. Spoiled Food Left in the Refrigerator Your claim: You allege spoiled food in the refrigerator. Response: Any remaining food items were minimal and did not cause damage to the appliance. Minor cleaning of appliances is typically considered part of the normal turnover process and does not warrant withholding from the security deposit. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items Your claim: You allege missing and damaged items without specifying which items. Response: This claim is baseless and unenforceable for the following reasons: a) No Inventory List Provided: As previously stated, no inventory list was ever provided, either within the lease agreement or as a separate document. The lease merely refers to "all furnishings and personal property" without itemization. b) Lack of Specificity: Your claim fails to identify which specific items are allegedly missing or damaged, making it impossible for me to respond adequately. c) No Baseline for Comparison: Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when I took possession of the property. d) Burden of Proof: The onus is on you, as the landlord, to prove the existence, condition, and value of any items claimed to be damaged or missing. Without a detailed initial inventory, you cannot meet this burden of proof. e) Unreasonable Expectation: It is unreasonable and potentially unlawful to hold me responsible for items that were never clearly defined or documented at the start of my tenancy. f) Documented Attempts to Retrieve Property: As shown in Addendum C, I made documented attempts on September 25, 2024, and September 27, 2024, to retrieve my personal property, which you ignored. The screenshots of these communications are attached. Given these facts, any claim related to missing or damaged furnishings, artwork, or

housewares must be dismissed entirely. Moreover, as noted earlier, you have retained my personal property without consent, which is addressed in detail in Section V of this letter and itemized in Addendum B. Unauthorized Cutting of Jackfruit Tree in Backyard Your claim: You allege unauthorized pruning of a jackfruit tree. Response: Any pruning done was necessary due to overhanging branches posing a safety risk. Regular yard maintenance was part of my responsibilities as per the lease agreement. The pruning was done in good faith and in accordance with standard horticultural practices. Moreover, given your established pattern of non-responsiveness to maintenance issues (as evidenced by the kitchen sink incident), I reasonably believed that addressing this safety concern myself was necessary and appropriate. Tenant's Proactive Maintenance It is important to note that throughout the tenancy, I took a proactive approach to maintaining the property due to your consistent failure to address maintenance issues. This includes: [I WILL INSERT LIST OF MAINTENANCE TASKS PERFORMED, DATES, AND ASSOCIATED COSTS] These actions were taken to ensure the property remained in good condition and to prevent more serious issues from developing. They should be viewed as beneficial to the property rather than as grounds for withholding the security deposit. V. Violation of Florida Statute §715.104 Regarding Personal Property A. Unlawful Retention and Disposal of Personal Property Your actions regarding my personal property left on the premises are in direct violation of Florida Statute §715.104(1), which states: "After taking possession of the premises... the landlord shall give written notice to the former tenant... stating that the property is considered abandoned and that the landlord intends to dispose of it if not claimed." You have failed to comply with this statute in the following ways: You did not provide the required written notice regarding abandoned property. You failed to respond to my multiple written requests, dated September 25, 2024, and September 27, 2024, for access to retrieve my personal property. Your failure to provide the required notice and your lack of response to my documented attempts to retrieve my property constitute a clear violation of the statute. B. Unauthorized Use and Conversion of Personal Property Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill. This constitutes unauthorized use and conversion of my property. Legal Precedent: In *Goodwin v. Alexatos*, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages. C. Liability for Damages Under Florida Statute §715.109: "A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action." Given that my monthly rent was \$4,500.00, you could be liable for \$13,500.00 plus costs the action and costs if this matter proceeds to litigation. Failure to Provide Proper Notice Under Florida Statute §83.49(3)(a): "Upon the vacating of the premises for termination of the lease, if the landlord intends to impose a claim on the deposit, he or she shall have 30 days to give the tenant written notice... The notice shall contain a statement specifying the reasons for the claim and the amounts thereof." Your notice fails to comply with this statute in several critical aspects: 1. Lack of Specificity and Itemization • Damage to the Walls: You mention damage without specifying locations, nature, extent, or repair costs. • Missing and Damaged Items: You reference "missing and damaged artwork, furnishings, and housewares inventory list items" without itemizing which items are missing or damaged, their condition, or their replacement costs. • Excessive Garbage: You allege excessive garbage without detailing the amount, location, or cost of removal. This lack of specificity makes it impossible for me to assess or respond to your claims, undermining the purpose of the notice requirement. 2. Use of Future Tense Language Your notice states that "extensive cleaning will be required" and that repairs "will be necessary," implying that actual costs were unknown at the time of writing. Florida law requires landlords to provide actual costs incurred, not speculative future expenses. Moreover, the property was listed for rent and available for viewings as of October 4, 2024, suggesting that any necessary cleaning or repairs were minimal or already completed. 3. Absence of Supporting Evidence You did not provide any supporting documentation such as photographs, receipts, or invoices to substantiate your claims, which is essential for transparency and compliance with the statute. 4. Failure to Meet Statutory Requirements Your notice does not include a breakdown of individual costs, making it impossible to determine whether the amounts claimed are reasonable or appropriate. Legal Precedent • In *Williams v. Edwards*, 642 So.2d 124 (Fla. 1st DCA 1994), the court held that a landlord's failure to provide specific reasons and amounts renders the notice insufficient, entitling the tenant to the return of their deposit. • In *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), compliance with notice requirements was emphasized as a condition precedent to retaining any portion of the security deposit. B. Invalidity of Claims Due to Lack of Inventory List Your notice references "missing and damaged artwork, furnishings, and housewares inventory list items." However: • No Specific Inventory List Provided: Upon reviewing the lease agreement and my records, no specific inventory list was provided at any point during my tenancy. • Absence of Baseline for Comparison: Without an initial, itemized inventory, it is impossible to

substantiate claims of missing or damaged items. • Unreasonable Accountability: Holding me accountable for items that were never clearly defined or documented is unreasonable and potentially unlawful. Legal Precedent • In Johnson v. Baker, 388 So.2d 1056 (Fla. 4th DCA 1980), 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. • In Durene v. Alcime, 448 So.2d 1208 (Fla. 3d DCA 1984), the importance of proper documentation in landlord-tenant disputes was emphasized. C. Request for Disclosure of Security Deposit Details Pursuant to Florida Statute §83.49(2) and as stipulated in the signed lease agreement (page 10 of 20), 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. This information is crucial to ensure full compliance with Florida law and transparency in our landlord-tenant relationship. D. Pattern of Landlord Negligence and Tenant's Reasonable Actions Your failure to address maintenance issues began early in the tenancy and established a pattern of negligence, influencing my subsequent actions regarding property maintenance. 1. Initial Maintenance Request Ignored • 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. 2. Tenant's Reasonable Response • Given the urgency, I addressed the issue myself, successfully unclogging the drain at my own expense using a \$15 solution. • This set a precedent for handling future maintenance issues due to your non-responsiveness. 3. Established Pattern of Negligence • Your lack of action on maintenance requests compelled me to take necessary steps to maintain the property, ensuring its habitability. 4. Justification for Tenant's Actions • This context explains my decision to address other maintenance issues, such as pruning the jackfruit tree, which I believed was necessary for safety reasons. 5. Timeline of Events • Please refer to Addendum D for a detailed timeline of maintenance requests and actions taken, supported by communications and receipts included in Addendum C. This pattern not only violates Florida Statute §83.51 regarding a landlord's obligations but also demonstrates a breach of the implied warranty of habitability. III. Violation of Florida Statute §715.104 Regarding Personal Property A. Unlawful Retention and Disposal of Personal Property 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." • Lack of Required Notice: You did not provide the mandated written notice regarding any personal property left on the premises. • Documented Attempts to Retrieve Property: I made multiple written requests on September 25, 2024, and September 27, 2024, for access to retrieve my personal property. These communications are included in Addendum C. • Violation of Statute: Your failure to respond and comply with statutory requirements constitutes a violation. B. Unauthorized Use and Conversion of Personal Property Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill and other items. I am confident that my property remains on the premises, as evidenced by your advertisements and lack of communication regarding its disposition. This constitutes unauthorized use and conversion of my property. Legal Precedent • In 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. C. Liability for Damages Under Florida Statute §715.109: "A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action." Given that my monthly rent was \$4,500.00, you could be liable for \$13,500.00 plus costs if this matter proceeds to litigation. IV. Detailed Rebuttal of Your Claims 1. Damage to the Walls of the Premises • Your Claim: Alleged unspecified damage to the walls. • Response: I did not cause any damage beyond normal wear and tear. Any minor scuffs or marks are typical after a year's tenancy and are considered normal wear. Legal Standard • Under Florida law, tenants are not responsible for normal wear and tear (Fipps v. Robinson, 612 So.2d 689 (Fla. 1st DCA 1993)). 2. Removal of Wood Cabinets, Shelving, Counters Without Prior Written Consent • Your Claim: Unauthorized removal of fixtures. • Response: I acknowledge removing certain temporary fixtures that I installed for organizational purposes. I was prepared to restore the premises to its original condition or compensate for the alterations. My attempts to discuss this matter with you went unanswered. 3. Excessive Garbage and Trash Left on the Premises • Your Claim: Excessive garbage left behind. • Response: Any remaining trash was due to a severe storm causing delays in municipal garbage collection. All trash was placed in the designated area. I had arranged for additional trash removal services, which were canceled due to the storm—an unforeseen circumstance beyond my control. 4. Spoiled Food Left in the Refrigerator • Your Claim: Spoiled food left in the appliance. • Response: Any leftover food items were minimal and did not cause damage to the appliance. Minor cleaning is part of standard turnover procedures and does not warrant withholding from the security deposit. 5. Missing and Damaged Artwork, Furnishings, and

Housewares Inventory List Items • Your Claim: Missing and damaged items without specifying which items. • Response: • No Inventory List Provided: As previously stated, no inventory list was ever provided. • Lack of Specificity: Your claim fails to identify which specific items are allegedly missing or damaged, making it impossible for me to respond adequately. • No Baseline for Comparison: Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when I took possession. • Burden of Proof: The onus is on you, as the landlord, to prove the existence, condition, and value of any items claimed to be damaged or missing. • Unreasonable Expectation: It is unreasonable to hold me responsible for items that were never clearly defined or documented. • Documented Attempts to Retrieve Property: I made documented attempts on September 25, 2024, and September 27, 2024, to retrieve my personal property, which you ignored (see Addendum C). • Conclusion: Given these facts, any claim related to missing or damaged furnishings, artwork, or housewares must be dismissed entirely. 6. Unauthorized Cutting of Jackfruit Tree in Backyard Your Claim: Unauthorized pruning of a jackfruit tree. • Response: • Safety Concerns: Pruning was necessary due to overhanging branches posing a safety risk. • Maintenance Duties: Regular yard maintenance was part of my responsibilities as per the lease agreement. • Justification: Given your pattern of non-responsiveness to maintenance issues, I reasonably believed addressing this concern myself was necessary and appropriate. 7. Tenant's Proactive Maintenance Throughout the tenancy, I took proactive steps to maintain the property due to your consistent lack of response to maintenance requests. This included: Addressing Plumbing Issues Yard Maintenance Minor Repairs These actions were necessary to preserve the property's condition and should not be grounds for withholding the security deposit. V. Valuation of Personal Property Unlawfully Retained I am confident that my personal property remains at the premises. Please see Addendum A for a detailed list, including purchase prices and depreciated values. Total Purchase Price: \$4,698.14 Total Value After Depreciation: \$4,106.32 I reserve the right to seek actual damages based on replacement value or actual receipts if necessary. VI. Proposed Options for Resolution In an effort to resolve this matter amicably, I propose the following options: Option A: Immediate Settlement Payment to Me: You pay \$4,500.00 (full security deposit) plus 50% of the value of my personal belongings, amounting to \$2,053.16. Total Payment: \$6,553.16 No Further Action: Upon receipt of payment, I will consider this matter fully resolved and will not pursue additional legal action regarding this issue. This option requires no additional effort on your part and allows for a swift and mutually beneficial resolution. Option B: Compliance and Reconciliation Provide Detailed Documentation: You supply an itemized list of damages with actual costs, supported by receipts, invoices, and photographic evidence. Refute Personal Property Claims: You provide evidence to refute my claim that my personal belongings remain on the premises, including an inventory list and proof of disposition. Adjust Claims Accordingly: We reconcile any discrepancies, and you return any unsubstantiated portion of the security deposit, along with the value of my personal property if applicable. Legal Compliance: Ensure full adherence to Florida statutes in all communications and actions. This option is more work-intensive and requires you to substantiate your claims and refute mine, bearing the burden of proof as required by law. Option C: Legal Action Initiate Legal Proceedings: If we cannot reach an agreement, I am prepared to file a lawsuit seeking: Return of Wrongfully Withheld Security Deposit: \$4,500.00 Value of Personal Property: \$4,106.32 Statutory Damages: Potentially exceeding \$13,500.00 under §§83.49 and 715.104 Attorney's Fees and Court Costs Punitive Damages: For willful and malicious conduct The total amount sought could exceed \$8,000.00, and I am fully prepared to take this matter to county court, not small claims court. VII. Deadline for Response I kindly request your written response within 15 days of receiving this letter, indicating your preferred option for resolution. VIII. Preservation of Evidence Please preserve all relevant evidence, including but not limited to: All communications between us. Photographs and videos of the property before and after my tenancy. Receipts and invoices for any repairs or replacements. Rental listings and advertisements. Failure to preserve evidence may result in sanctions under Florida law. IX. Request for Additional Information To facilitate a fair assessment and ensure compliance with Florida statutes, please provide: An itemized list of damages with supporting documentation. Confirmation of the number of rental units you own or manage in Florida. Details of the account where my security deposit is held, including whether it is in a separate bank account and if it is interest-bearing or non-interest-bearing, as per Florida Statute §83.49. X. Conclusion Your actions have placed you in violation of multiple Florida statutes, causing me financial harm. Accepting Option A allows for a swift resolution, minimizing costs and avoiding litigation. I urge you to consider the risks you face. Failure to resolve this matter within 15 days will result in legal action, where I will pursue the return of the security deposit, compensation for personal property, and potential statutory and punitive damages exceeding \$8,000.00 under Florida law. I trust that you will recognize the seriousness of this matter and respond promptly. My goal is to resolve this matter fairly and efficiently, and I appreciate your prompt attention. Sincerely, Stephen Boerner Enclosures: Addendums A-C

3764
3765 2/2
3766
3767 ChatGPT
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3769 Thought for 13 seconds
3770
3771 # Stephen Boerner
3772
3773 424 North New St
3774
3775 Bethlehem, PA 18018
3776
3777 [Your Email Address]
3778
3779 [Your Phone Number]
3780
3781 ****October 14, 2024****
3782
3783 ****VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED****
3784
3785 ****Luther J. Rollins, Jr.****
3786
3787 Amarlu Enterprises
3788
3789 231 Government Ave. S.W., #3097
3790
3791 Hickory, NC 28603
3792
3793 ****Re: Formal Dispute of Security Deposit Claim and Demand for Return of Personal Property****
3794
3795 ****Property Address:**** 2649 Tifton St. S., Gulfport, FL 33711
3796
3797 **** 1. I. Opening Statement**
3798
3799 ****Dear Mr. Rollins:****
3800
3801 This letter serves as a formal response to your ****"Notice of Intention to Impose Claim on Security Deposit"*** dated ****October 1, 2024****, mailed on ****October 2, 2024****, and received by me on ****October 5, 2024****. Pursuant to ****Florida Statute §83.49(3)(b)****, this written response is being sent via Certified Mail within the 15-day timeframe provided for tenant disputes and constitutes a formal objection to your claims.

3802
3803 After careful review and consultation, I find your claims to be unsubstantiated, non-compliant with Florida law, and potentially in violation of my rights as a tenant. This letter outlines the legal and factual basis for my dispute, addresses each of your claims individually, and proposes options for resolution.

3804
3805 **** 2. II. Overview of Dispute**
3806
3807 Your notice purports to justify withholding my entire security deposit of ****\$4,500.00**** based on an inspection allegedly conducted "on or about September 4, 2024." The claims listed are as follows:

3808
3809 1. ****Damage to the walls of the premises.****
3810 2. ****Removal of wood cabinets, shelving, counters without prior written consent.****
3811 3. ****Excessive garbage and trash left on the premises.****
3812 4. ****Spoiled food left in the refrigerator.****
3813 5. ****Missing and damaged artwork, furnishings, and housewares inventory list items.****
3814 6. ****Unauthorized cutting of jackfruit tree in backyard.****
3815
3816 Before addressing each claim individually, it is necessary to highlight the overall deficiencies in your notice and actions, which render your claim on my security deposit legally invalid.

3817