

Combined-analysis

Legal Analysis of Lease Agreement and Payment Practices (Amarlu Enterprises)

The twolandlords, Luther Rollins and Mary O. Polk, along with their entity Amarlu Enterprises, have created a complex and opaque structure that undermines the transparency of their business practices and compliance with legal obligations in the State of Florida. Examination of records in **Catawba County, North Carolina**, where Amarlu Enterprises is registered, reveals the use of three assumed business names under the ownership of Rollins and Polk. These assumed names include **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting**, none of which are registered or appear in any business or corporate filings in the **Florida Division of Corporations' database**.

The landlords' consistent use of unregistered entities to conduct business in Florida while directing tenants to remit payments to a North Carolina address under one of these assumed names raises significant concerns about their intent to evade legal requirements and obscure the nature of their business dealings.

Despite these assumed names being recorded in Catawba County, there is no evidence that the landlords or their entities sought foreign registration in Florida as required by **Florida Statutes § 605.0902**. This statute mandates that out-of-state entities, including assumed names used for business purposes, register with the state before conducting business, such as collecting rental income. By failing to do so, the landlords have violated Florida's foreign entity registration laws, and their omission has significant implications for the enforceability of their lease agreements and their standing in Florida courts.

Furthermore, the lease for the property at 2649 Tifton St S, Gulfport, Florida, identifies only Rollins and Polk as landlords, with no mention of Amarlu Enterprises or its assumed names. This omission denies the tenants knowledge of the true parties to whom they were financially obligated and creates a veil of ambiguity over the landlords' business practices of the landlords. The tenants, in good faith, remitted payments totaling \$45,000 over 10 months to Amarlu Enterprises, unaware of its unregistered and undisclosed status in Florida.

Summary of Facts

1. Lease Agreement:

- The lease agreement explicitly identifies **Luther Rollins** and **Mary O. Polk** as landlords in their individual capacities.
- There is no mention of **Amarlu Enterprises**, a North Carolina-registered entity jointly owned by Rollins and Polk, as a party to the lease or as the recipient of rent payments.

2. Payment Instructions:

- Upon move-in, tenants were provided with pre-stamped, pre-addressed envelopes directing rent payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- Rent payments were explicitly instructed to be made payable to Amarlu Enterprises, despite its complete omission from the lease agreement.

3. Payments and Income:

- Over the course of the 10-month lease term, the tenants paid a total of **\$45,000** in rent to Amarlu Enterprises.

4. Corporate Registration:

- **Amarlu Enterprises** is a registered business entity in North Carolina but does not appear in the **Florida Division of Corporations' records** as a foreign (out-of-state) entity authorized to conduct business in Florida.
- Collecting rental income for property in Florida constitutes business activity under Florida law and requires foreign LLC registration.

Legal Analysis

1. Violation of Florida Business Registration Requirements

Florida law, specifically **Florida Statutes § 605.0902**, requires that out-of-state entities register as foreign LLCs to conduct business within the state. The collection of rental income for property located in Florida unequivocally qualifies as conducting business.

- **Non-Compliance:** Amarlu Enterprises' failure to register as a foreign LLC in Florida directly violates this statutory requirement.

- **Consequences:**

- Amarlu Enterprises may lack standing to enforce any legal claims, including those arising

from the lease agreement, in Florida courts.

- The landlords face potential fines and penalties for conducting unauthorized business in Florida.

2. Misrepresentation and Lack of Disclosure

Florida's landlord-tenant laws mandate clear disclosure of all parties involved in a rental agreement. By instructing tenants to remit payments to **Amarlu Enterprises**—an entity that was not mentioned or disclosed in the lease agreement—the landlords engaged in conduct that could be construed as deceptive and misleading.

- **Implications:**

- This discrepancy undermines the tenants' ability to fully understand their contractual obligations and the true nature of the lease agreement.
- The omission of Amarlun Enterprises from the lease agreement creates an impression that the entity was deliberately concealed, raising questions of good faith.

3. Potential Tax Evasion

Directing payments to an unregistered, out-of-state entity raises serious concerns regarding the proper reporting of rental income and compliance with state and federal tax laws.

- **Application:**

- If the landlords used Amarlun Enterprises as a mechanism to obscure income or evade Florida tax obligations, they could face allegations of tax evasion.
- As Amarlun Enterprises is unregistered in Florida, this arrangement could also suggest an intent to avoid Florida's tax compliance requirements.
- **Legal Risks:** Tax evasion constitutes a federal and state crime with significant penalties, including fines, restitution, and potential imprisonment.

4. Fraudulent Conduct

Fraud is defined as the intentional deception of another party for personal or financial gain. The landlords' actions meet the key elements of fraud:

- **Elements of Fraud:**

- The intentional omission of **Amarlu Enterprises** from the lease agreement despite its role as the recipient of all rent payments.
- The concealment of Amarlu Enterprises' unregistered status in Florida while collecting rental income through the entity.
- **Consequences:** Fraudulent misrepresentation could result in both civil liability (including damages and legal fees) and criminal charges under Florida law.

Potential Legal Actions

1. Restitution:

Tenants reserve the right to seek restitution of all payments made to Amarlu Enterprises during the lease term on the basis that the entity was not legally authorized to collect such payments in Florida.

2. Regulatory Complaints:

- A formal complaint will be submitted to the **Florida Department of State** regarding Amarlu Enterprises' failure to register as a foreign LLC.
- Additional complaints will be filed with the **Florida Department of Revenue** and the **Internal Revenue Service (IRS)** to investigate potential tax violations.

3. Civil Litigation:

- Should these violations remain unresolved, tenants will pursue civil litigation to recover damages, legal fees, and other remedies under Florida law.

Clear Analysis of Business Conduct vs. Legal Requirements

1. Requirements for an Out-of-State Entity (e.g., Amarlu Enterprises) to Operate in Florida

Under **Florida Statutes § 605.0902**, any out-of-state entity conducting business in Florida must meet the following legal requirements:

1. **Register as a Foreign Entity:** The business must file with the **Florida Division of Corporations** as a foreign LLC or corporation before engaging in any business activities, such as collecting rental income.
2. **Disclose Its Role in Agreements:** If the entity is involved in a landlord-tenant relationship, its name and role must be explicitly disclosed in the lease agreement.

3. **Meet Tax Obligations:** Registering as a foreign entity requires the business to comply with Florida tax laws, including remitting applicable state taxes on rental income.

Failure to meet these requirements renders the entity's activities non-compliant and exposes it to legal and financial penalties.

2. Requirements for Individuals (e.g., Luther Rollins and Mary O. Polk) Acting as Landlords

As individuals, Rollins and Polk could legally operate as landlords in Florida under the following conditions:

1. **Personally Own the Property:** They must act in their personal capacities as property owners and not involve an undisclosed business entity in collecting rent.
2. **Collect Rent in Their Own Names:** Rent payments must align with the lease agreement and be directed to the named landlords, not an unrelated or undisclosed entity.
3. **Full Disclosure in Lease:** Florida law requires landlords to clearly disclose all relevant parties, ensuring tenants understand the terms and the identity of all payment recipients.

When individuals operate within these boundaries, their actions comply with Florida law.

3. Documented Actions by the Landlords

- **Lease Agreement:** The lease identifies only Luther Rollins and Mary O. Polk as landlords. It makes no mention of Amarlu Enterprises or any related business entities, despite their involvement in the rental arrangement.
- **Payment Instructions:** At move-in, tenants were provided pre-stamped, pre-addressed envelopes directing payments to **Amarlu Enterprises** at **231 Government Ave 3094, Hickory, NC 28602**.
- **Catawba County Deeds Filing:** On **July 7, 2023**, Rollins and Polk filed documentation with the **Catawba County Register of Deeds** (Dona Hicks Spencer, Register of Deeds) in North Carolina, certifying that the entity would assume the following three assumed business names:
 1. **Amarlu Enterprises**
 2. **Amarlu Company**
 3. **Amarlu Consulting**

- **Registration in Florida:** Despite this filing, none of these assumed business names appear in the **Florida Division of Corporations' database** as foreign entities authorized to operate in Florida.

- **Rental Income Collected:** Over the 10-month lease term, tenants paid a total of **\$45,000** directly to Amarlu Enterprises, which was not disclosed in the lease agreement.

4. Breaches and Legal Issues Identified

1. Violation of Florida Foreign Entity Registration Laws:

- Florida law requires foreign entities, including those operating under assumed names, to register before conducting business in the state. By collecting rent without such registration, **Amarlu Enterprises, Amarlu Company, and Amarlu Consulting** are in clear violation of **Florida Statutes § 605.0902**.

2. Omission of Business Entities in the Lease:

- The lease agreement failed to disclose the involvement of Amarlu Enterprises or its assumed names, denying tenants the transparency required by Florida landlord-tenant laws. Payments directed to Amarlu Enterprises conflict with the terms of the lease, which identified only Rollins and Polk as landlords.

3. Improper Payment Instructions:

- Tenants were instructed to remit payments to Amarlu Enterprises, a business entity, rather than the landlords named in the lease. This constitutes a misrepresentation of the true financial arrangement and violates legal norms for lease agreements.

4. Potential Tax Evasion:

- By funneling rental payments through Amarlu Enterprises—an entity unregistered in Florida—the landlords may have obscured the flow of income to avoid Florida tax obligations. This raises significant concerns about compliance with federal and state tax laws.

Comparison: Good vs. Bad Business Practices

Aspect	Good Business Practice	What Was Done	Breach
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Lease Agreement	Identifies all parties (landlord and tenant parties) and includes applicable business entities such as Compass Realty (associated with Mr. Steinberger's associated realty office with Mr.		
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Steinberger being appointed and declared the out-of-state landlord's paralegal outlined clearly on page 1 of the fully executed lease agreement.

The fully executed lease agreement names the landlords as Luther Rollins and Mary O'Polk and omits any mention of any entity related to, overseeing, or connected to the fully executed lease agreement. Amarlu Enterprises (and its related Assumed Business Names) are fully and deliberately excluded. The non-disclosure of Amarlu Enterprises violates transparency and landlord-tenant laws.

Gross Breach of Florida Statutes § 605.0902- Entity Registration

Register Amarlu Enterprises and assumed names as foreign entities. Amarlu Enterprises, Amarlu Company, and Amarlu Consulting were not registered in Florida.

Payment Instructions

Align payment recipient with the lease terms. Rent payments were directed to Amarlu Enterprises, contrary to the lease terms. Misrepresentation of the payment recipient.

Tax Compliance Report income under the registered entity in both Florida and NC. Payments were funneled to an unregistered entity, raising potential tax evasion concerns. Possible tax evasion due to failure to meet Florida tax obligations.

Conclusion

The landlords' actions represent a deliberate attempt to obscure the true nature of their business activities and evade critical legal obligations. Filing assumed names in North Carolina without registering in Florida allowed the landlords to:

- Conduct business under the guise of legitimacy while avoiding Florida's registration and tax laws.
- Mislead tenants by instructing payments to an undisclosed and unregistered entity.
- Potentially benefit from tax advantages while failing to meet their financial and legal responsibilities.

The landlords, Luther Rollins and Mary O. Polk, engaged in practices that deviate significantly from lawful and transparent business operations. Their failure to register Amarlu Enterprises, Amarlu Company, and Amarlu Consulting as foreign entities in Florida, coupled with their omission of these names in the lease agreement, violates Florida law and tenant rights. These actions create grounds for restitution, regulatory investigation, and potential civil or criminal

liability. Regulatory bodies must investigate these breaches to ensure accountability and compliance with Florida statutes.

Luther Rollins and Mary O. Polk's actions, including omitting Amarlu Enterprises from the lease agreement and directing payments to an unregistered entity, constitute significant legal and ethical violations. These practices violate Florida's business registration statutes and landlord-tenant laws and raise serious concerns about potential fraud and tax evasion.

Title: Documented Pattern of Statutory Noncompliance, Tenant Endangerment, and Coercive Conduct

Introduction

This comprehensive timeline of exchanged communication presents a robust, chronologically anchored account of the landlord's (Luther Rollins) systematic failures to meet the clear, mandatory standards imposed by Florida's landlord-tenant statutes.

Throughout the tenancy, the landlord repeatedly refused to maintain essential facilities, neglected critical safety measures even after a documented home invasion, ignored requests for written communication, withheld required statutory disclosures regarding security deposits, and engaged in coercive and misleading tactics designed to intimidate the tenant (Stephen Boerner).

What emerges is not a series of benign oversights, captured clearly in recorded and documented text messages, and a recurring lack of any response to both a major safety concern in March 2024 and, prior to that, completely ignoring an extremely bad clogged drain that sat for 15 days before the tenant resolved it himself, with no response or help from the landlord. The tenant did this to prevent further disgust and unsanitary conditions in which plumbing basics needed to be learned and deployed against his stated wishes and outside his responsibilities as outlined in the executed lease agreement.

Beyond negligence, for reasons or circumstances unknown and irrelevant to this matter, this landlord pattern resembled, over time as it repeated itself, as a deliberate strategy of statutory evasion, misinformation, and bad faith. Each incident, from forcing the tenant to self-remedy a stagnant, unsanitary sink for over two weeks to refusing to secure non-locking gates after a

violent trespass, underscores a callous indifference to the tenant's rights, health, and safety.

Worse, the landlord's attempts to coerce phone calls, coupled with selective quoting of the tenant's messages to manufacture a false narrative of property abandonment, reveal conscious efforts to twist the facts and avoid statutory notice requirements. These actions must be viewed through the lens of Florida Statutes §§83.49, 83.51, 715.104, 83.67, and others, which impose strict duties on landlords that the landlord here studiously ignored.

The record also includes text messages that add further weight to these allegations. These communications demonstrate the tenant's consistent good faith—timely rent payments, clear requests for written records, and diligent reporting of urgent issues—while exposing the landlord's failure to reciprocate with timely repairs, lawful handling of deposits, and basic courtesy.

Despite clear statutory guidance favoring documented, transparent proceedings, the landlord's insistence on verbal "amicable" resolutions after the tenant submitted a formal dispute letter suggests a calculated move to circumvent scrutiny and legally binding documentation.

Moreover, the landlord's professional status, which he declared verbally to the tenants, is further reiterated by his paralegal, Mr. Steinberger, who has insinuated this in an email. Additionally, Luther's use of Luther2Law@gmail.com as his chosen contact email in the executed lease agreement and his professed corporate attorney status intensify the gravity of these violations.

A landlord claiming legal expertise cannot credibly assert ignorance of the statutes, deadlines, and procedural safeguards governing Florida tenancies. Instead, such professional familiarity amplifies the inference of willful misconduct, opening avenues for enhanced legal remedies, including punitive and treble damages.

With case law precedents like *Johnson v. Baker*, *Williams v. Edwards*, *Durene v. Alcime*, and *Goodwin v. Alexatos* supporting the tenant's legal position and statutory mandates that clearly prohibit the landlord's evasive and misleading tactics, the tenant stands in a strong position to seek full restitution, statutory penalties, and additional damages. This record, including newly integrated text message excerpts and explicit references to legal provisions and deadlines, underscores the severity and deliberateness of the landlord's actions, justifying heightened remedial measures and regulatory intervention.

Detailed Statutory and Case Law Foundations

Security Deposit Statutory Deadlines and Requirements

- **Fla. Stat. §83.49(3)(a):**

The landlord must provide a timely, itemized notice of any intended claim against the security deposit within 30 days after the tenancy ends. Failing this, the landlord forfeits any right to withhold funds and must return the entire deposit promptly. Here, the landlord's failure to present such an itemization or even a legally compliant notice within the statutory timeframe is a critical, irrefutable violation. The landlord's vague future references to alleged damages, not supported by timely evidence, amount to willful noncompliance and bad faith.

- **Supporting Case Law:**

- Johnson v. Baker (388 So.2d 1056): Without a properly documented and mutually agreed-upon inventory list at move-in, the landlord cannot carry the burden of proving tenant-caused damages. Attempts to now rely on a partial, unsigned, or unattached inventory fail at law.
- Williams v. Edwards (642 So.2d 124) and Durene v. Alcime (448 So.2d 1208): Confirm that absent timely, itemized notices, the landlord cannot withhold the deposit.

Foreign Entity Registration (If Applicable)

- **Fla. Stat. §605.0902:**

Requires foreign entities conducting business in Florida to register as such. If the landlord operated through unregistered assumed business names, funneled rent through undisclosed entities, or avoided Florida's foreign registration requirements, those acts further undermine the lease's enforceability and the landlord's credibility. Such failures could prompt the court to question the legal foundation of the landlord's claims and reinforce the tenant's position regarding statutory noncompliance.

Extracted Legally Relevant Text Messages (Expanded and Strengthened)

These texts, now presented in greater detail, support claims of statutory violations, maintenance neglect, unauthorized handling of personal property, harassment, intimidation, and misrepresentation. The landlord's words and the timing of communications are critical evidence.

Regarding Maintenance and Habitability (Clogged Sink & Security Issues)

(January 2024 - Approximate)

Stephen (Tenant):

"Also, I wanted to get your advice on the kitchen sink... clogging on the left side... water will sit and drain only after about 24 hours... happy to try basic fixes, but I won't tinker beyond that."

Later Text by Stephen:

"I resolved the kitchen drain. She is draining perfectly. No longer an issue."

Relevance:

For over 15 days, the landlord ignored a fundamental habitability issue—clogged plumbing—violating Fla. Stat. §83.51(2)(a). The tenant's forced self-remedy exemplifies the landlord's non-responsiveness and sets a precedent for future neglect, as evidenced when severe security concerns arose.

Break-In Incident and Landlord's Failure to Improve Security

3/26/24 12:02 PM (Stephen):

"Hi Luther, we had a break-in last night... arrested at 3:30am... I'd like to document this with you..."

3/26/24 3:23 PM (Luther):

"Absolutely... Document with police and take photos... Please call when available."

Relevance:

Though the landlord acknowledges the break-in, he provides no concrete plan to remedy unsafe conditions (e.g., replacing non-locking gates), contravening Fla. Stat. §§83.51(1)(a) and (2)(a).

3/28/24 (Stephen):

"Sharing the rap sheet... extremely dangerous... worried about living here now... would feel safer with cameras and metal, lockable gates. Currently, gates do not lock. Attorney said burglary charges won't hold, but we need security."

3/28/24 9:29 PM (Luther):

"Perpetrator sounds bad... best not press charges... I'm okay with motion detectors if no drilling... put a surveillance sign... I'll come in April to check things."

Relevance:

The landlord offers minimal, superficial solutions—cameras at tenant’s expense—but refuses essential repairs. This is a direct violation of the duty to ensure a safe environment under Fla. Stat. §83.51. The tenant’s PTSD is known to the landlord, making this neglect more egregious.

Landlord’s Attempts to Coerce Phone Calls and “Amicable” Resolution

After October 29, 2024 (Tenant Dispute Letter Sent):

October 29, 2024, Text from Luther (5:55 PM):

“Hi Stephen, I called you a couple times today... hope we could talk (and I believe we are both supposed to) try to resolve amicably... I am available 9:00am-ish till 10pm.”

Relevance:

The landlord’s repeated calls and voicemails, pressuring a phone conversation after the tenant requested written communication, violate Fla. Stat. §83.67’s prohibition on harassment. The landlord’s phrasing “we are both supposed to” talk misrepresents legal obligations, signifying intentional pressure and intimidation.

Tenant’s Request for Writing-Only Communication and Fear of Being Outmatched

Although no direct text states the tenant’s refusal to call, prior notes indicate the tenant requested all communication in writing. The landlord’s insistence on phone calls despite this request, paired with rapid-fire calls every two hours, demonstrates coercion. Given the tenant’s PTSD and the landlord’s awareness of it, these attempts are not minor missteps but deliberate efforts to unsettle and confuse the tenant.

Misrepresentation About Property Retrieval & Abandonment

September 4th, 2024:

“Hi Luther, I’m leaving town tonight indefinitely. It’s the only opportunity to get the other belongings off your hands and off your property. I understand however you want to handle this. And I thank you.”

Relevance:

The full context shows the tenant’s intent to retrieve property, not abandon it. By selectively quoting “leaving town tonight indefinitely,” the landlord tries to fabricate a scenario of abandonment, violating Fla. Stat. §715.104’s requirement to provide notice and opportunity before disposing of or converting tenant property. This distortion exemplifies bad faith and possible grounds for punitive damages or claims of conversion (*Goodwin v. Alexatos*).

Payment & Deposit Handling

Tenant repeatedly texts updates about rent checks mailed, and the landlord confirms timely receipt multiple times. Yet, no corresponding texts or documents show the landlord providing statutorily required itemized lists of alleged damages within the 30-day statutory window. This is a direct violation of Fla. Stat. §83.49(3)(a). Without such notice, the landlord cannot lawfully withhold any portion of the security deposit.

Additional Considerations and Higher Ethical Standards

If the landlord claims to be a corporate attorney or otherwise legally trained, this professional background intensifies the gravity of these violations. By knowingly ignoring statutory mandates and misrepresenting legal obligations, the landlord's actions could also breach Florida Bar Rules (Rule 4-8.4) barring dishonest or prejudicial conduct. Thus, beyond civil remedies, the tenant may file professional complaints or regulatory inquiries to ensure the landlord's accountability under the full spectrum of legal and ethical frameworks.

Tenant's Good Faith and Compliance

Throughout this ordeal, the tenant exhibited exceptional diligence and honesty:

- Promptly reporting maintenance and safety issues.
- Paying rent on time or immediately rectifying minor clerical errors.
- Requesting written communication for clarity and legal certainty.
- Attempting to resolve disputes within legal channels and honoring statutory frameworks.

These consistent good-faith actions by the tenant stand in stark contrast to the landlord's evasions, delays, and manipulations, reinforcing the argument that the landlord's behavior was calculated and willful, not accidental or due to misunderstanding.

Strengthened Consequences and Remedies

Given the gravity and multiplicity of violations, the tenant may seek:

- 1. Full Return of the Security Deposit:**

Mandatory under Fla. Stat. §83.49(3)(a) due to the landlord's failure to provide a timely and

itemized claim.

2. Treble Damages:

If willfulness and bad faith are established, treble damages may be warranted. The documented harassment, misrepresentations, and refusal to comply with statutory duties strongly support a finding of willful noncompliance.

3. Punitive Damages:

The landlord's malice, harassment, intimidation, and exploitation of the tenant's vulnerability (PTSD) justify punitive damages. Courts award these to deter and punish behavior that is malicious, fraudulent, or recklessly indifferent to the rights of others.

4. Attorneys' Fees and Costs:

Under Fla. Stat. §83.49 and similar provisions, prevailing tenants may recover legal expenses. The landlord's pattern of misconduct almost ensures that attorneys' fees and costs would be awarded.

5. Regulatory and Professional Oversight:

The landlord's possible foreign entity misregistration and professional misconduct could trigger investigations by Florida state departments and professional licensing bodies, further penalizing the landlord and confirming the seriousness of these violations.

Conclusion

The tenant's claims are neither speculative nor minor; they are supported by a wealth of text messages, statutory citations, case law precedents, and chronologically documented incidents. Each incident reveals a landlord intentionally failing to meet statutory obligations, from neglecting fundamental maintenance duties to ignoring life-threatening security breaches, to misrepresenting communications and harassing the tenant into unrecorded agreements.

This deeply troubling pattern justifies the tenant's pursuit of full restitution, including the security deposit, treble and punitive damages, attorneys' fees, and other relief. By emphatically laying out the legal grounding, evidentiary support, and statutory imperatives, this record compels immediate legal and regulatory interventions. It underscores the tenant's right to a safe, habitable, and lawfully governed tenancy and the landlord's manifest failure to respect those rights—an outcome that cannot stand under Florida law.

Legal Case Summary: Tenant Perspective (Stephen Boerner) with

Chronological Incidents and Supporting Evidence

This document outlines key incidents where the landlord, Luther Rollins, failed to meet his legal obligations under **Florida Statutes Chapter 83, Part II: Residential Tenancies**, which require landlords to maintain a safe and habitable property. The evidence demonstrates a pattern of neglect, delayed responses, and failure to address tenant concerns, resulting in unsafe and uninhabitable conditions.

Comprehensive Legal Summary of Landlord's Noncompliance and Unsafe Conditions

Introduction

This document provides a detailed analysis of the landlord's (Luther Rollins) repeated failures to comply with Florida Statutes governing residential tenancies, including but not limited to Fla. Stat. §§83.49, 83.51, and 715.10–715.111. It compiles chronological evidence of the landlord's unwillingness to maintain a safe, habitable property, delayed and evasive responses to tenant concerns, unauthorized handling of personal property, and coercive communication patterns. By examining text messages, documented incidents, and the landlord's consistent disregard for statutory obligations, this summary establishes a pattern of conduct demonstrating the landlord's bad faith and willful noncompliance.

Landlord's Legal Obligations

Under Florida law, particularly:

- **Fla. Stat. §83.49(3)(a):** The landlord must provide a timely, itemized notice of any claims against the security deposit within the statutory period.
- **Fla. Stat. §83.51(1)(a) & (b):** The landlord must maintain the property in a condition meeting building, housing, and health codes, ensuring essential facilities (e.g., plumbing) and safety features (e.g., secure gates, functional lighting).
- **Fla. Stat. §83.51(2)(a):** The landlord must make reasonable provisions for locks and keys and maintain structural components to ensure safety.
- **Fla. Stat. §715.104:** The landlord must issue proper notice before deeming any tenant

personal property “abandoned,” providing a reasonable window for retrieval.

The landlord’s documented actions fall far short of these standards, resulting in the tenant (Stephen Boerner) enduring unsafe conditions, performing self-help maintenance, and facing intimidation and coercive tactics from the landlord.

Chronological Incidents and Key Evidence

1. January 2024: Unsanitary and Unusable Kitchen Sink

Incident:

The tenant reported a severely clogged kitchen sink on or about January 10, 2024. Water stood stagnant for up to 15 days, creating unsanitary conditions. The landlord failed to respond or arrange repairs. Eventually, the tenant repaired the sink himself, receiving no acknowledgment or reimbursement.

Statute Violated:

- **Fla. Stat. §83.51(2)(a)** requires landlords to maintain essential facilities.
- By ignoring a critical plumbing issue, the landlord breached the statutory duty to maintain habitable conditions.

Impact on Tenant:

Forced to handle a health-related maintenance issue alone, the tenant shouldered unnecessary inconvenience, costs, and anxiety due to the landlord’s inaction.

2. March 26, 2024: Break-In and Ignored Security Concerns

Incident:

The tenant reported a home invasion at 3:30 a.m. that required police intervention and led to the intruder’s arrest. The intruder’s extensive criminal history (40 arrests, 9 felonies) severely heightened the tenant’s fear and vulnerability. Despite being informed of these dangers, the landlord:

- Took no action to repair deteriorated, non-locking wooden side gates.
- Declined to remedy faulty motion lights critical for nighttime security.
- Authorized cameras only at the tenant’s expense and with no drilling, avoiding landlord responsibility.

Statutes Violated:

- **Fla. Stat. §83.51(1)(a):** Landlord must maintain structural components (e.g., gates) in good repair.
- **Fla. Stat. §83.51(2)(a):** Reasonable provisions for locks and keys or equivalent measures are required.

Impact on Tenant:

After a violent trespass, the tenant requested safer gates and lighting. The landlord's refusal to invest in these basic security measures left the tenant in persistent fear, exacerbating PTSD documented by medical professionals, and burdening the tenant with costs for security cameras that the landlord should have addressed.

3. April 22, 2024: Landlord's On-Site Visit & Continued Neglect

Incident:

Nearly a month after the break-in, the landlord visited the property. The tenant reiterated concerns about unsafe gates and unreliable motion-detecting lights. The landlord again took no corrective action, merely acknowledging issues without committing to repairs.

Statutes Violated:

- **Fla. Stat. §83.51(1)(b):** Requires compliance with applicable building and safety codes.
- The landlord's ongoing inaction fails to meet the basic safety and maintenance standards demanded by law.

Impact on Tenant:

The landlord's pattern of acknowledging but not fixing safety-related defects compounds the tenant's distress and continues to deny him the safe, habitable environment to which he is entitled.

4. Throughout Tenancy: Pattern of Delayed, Evasive Responses

Incident:

- In March 2024, after a life-threatening incident, the landlord delayed essential safety responses.
- In June 2024 and other instances, while the tenant remained diligent in communication and timely rent remittances, the landlord ignored repeated pleas for improvements and transparency.
- This pattern was compounded by misaddressed certified mail (wrong ZIP codes, omitted PO box information), causing critical communication delays that appear calculated to hinder the tenant's legal recourse and clarity.

Statutes Violated:

- **Fla. Stat. §83.49(3)(a):** The landlord must timely provide documentation for any deposit withholding. Chronic delays and evasive tactics show bad faith.
- **Fla. Stat. §715.104:** Landlord must follow procedures to notify and preserve tenant property. Instead, the landlord's communications suggest intentional misrepresentations of the tenant's words to imply abandonment.

Impact on Tenant:

The landlord's delayed, piecemeal, or incorrect addresses and selective quoting of messages amount to a pattern of obstructing the tenant's rights and misinforming him about his options.

5. Harassment and Coercive Communication

Incident:

After the tenant asserted statutory rights and sent a formal dispute, the landlord repeatedly called, left voicemails, and texted, urging a phone call to "resolve amicably" and claiming both parties "were supposed to" talk by phone. The tenant clearly requested all communications in writing, yet the landlord persisted, causing intimidation and stress, especially given the landlord's legal background.

Potential Statutory Implications:

- **Fla. Stat. §83.67** prohibits any action by a landlord that harasses a tenant to renounce their rights.
- Combined with Fla. Stat. §784.048 (harassment), the landlord's pressure for a phone conversation contrary to written requests, and selective quoting of texts to misrepresent the tenant's intentions about personal property retrieval, may constitute coercive and bad faith communication.

Impact on Tenant:

This persistent disregard for requested written communication channels, coupled with the landlord's legal knowledge and intimidation tactics, heightened the tenant's anxiety and mistrust, further aggravating PTSD and creating a hostile environment that the tenant should never endure under Florida's landlord-tenant framework.

Pattern of Bad Faith and Unlawful Conduct

The cumulative evidence shows that:

- The tenant consistently complied with rent obligations and informed the landlord of maintenance, security, and property concerns.
 - The landlord repeatedly failed to meet statutory obligations, provide timely written justifications for any deposit-related claims, or execute safety repairs necessary to ensure habitability.
 - Attempts to coerce verbal “amicable” resolutions while ignoring the tenant’s rightful preference for documented, written correspondence highlight the landlord’s aim to circumvent legal scrutiny.
 - Misaddressed certified mails, misrepresentations of tenant texts, and no proper notice for personal property handling further underscore bad faith and a pattern of statutory noncompliance.
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Conclusion

Over the course of the tenancy, the landlord’s actions and omissions—from ignoring urgent maintenance and security issues to coercing verbal negotiations and mishandling communications—stand in direct violation of Florida Statutes and case law governing residential tenancies. This comprehensive record of communications and incidents reveals a clear one-sided pattern: the tenant adhered to obligations and maintained transparency, while the landlord persistently shirked responsibilities, refused to provide lawful itemizations, and neglected tenant safety and health requirements.

In sum, the landlord’s repeated noncompliance with statutory duties, evasive communication tactics, and intentional disregard for the tenant’s well-being and legal rights confirm a scenario of unilateral landlord misconduct and noncompliance, warranting legal and regulatory intervention.

1. January 2024: Failure to Address Maintenance Issue (Clogged Sink)

- **Incident:**

On **January 10, 2024**, the tenant reported a severely clogged kitchen sink that rendered one side unusable. The landlord failed to respond for **15 days**, forcing the tenant to resolve the issue independently. The tenant informed the landlord of the repair via text but received no acknowledgment or offer of reimbursement.

- **Relevant Statute:**

- **Florida Statute § 83.51(2)(a):**

"The landlord shall make reasonable provisions for [...] functioning facilities for heat during winter, running water, and hot water."

- **Violation:**

The landlord failed to maintain the plumbing system in a functional condition, violating the statutory duty to ensure essential facilities remain operational.

- **Supporting Evidence:**

- Tenant's text message reporting the issue and lack of response from the landlord.
- Text confirming the tenant completed the repair independently.

- **Impact on Tenant:**

The landlord's inaction caused inconvenience and financial burden, as the tenant had to handle the repair without assistance or reimbursement.

2. March 26, 2024: Home Invasion and Failure to Address Safety Concerns

- **Incident:**

On **March 26, 2024**, the tenant reported a **home invasion** to the landlord. The tenant provided evidence, including police involvement, an arrest, and a criminal history of the intruder (40 arrests, 9 felonies). The tenant requested:

- Installation of motion-detecting cameras.
- Repairs to faulty, non-locking gates to secure the property.

The landlord approved the tenant's request to install cameras at their own expense but took no action to repair the gates or address the tenant's safety concerns.

- **Relevant Statutes:**

- **Florida Statute § 83.51(1)(a):**

"The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes;
or

(b) Maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads."

- **Florida Statute § 83.51(2)(a):**

"The landlord shall make reasonable provisions for locks and keys."

- **Violation:**

The landlord failed to repair the deteriorated gates, which were incapable of locking, leaving the property unsecured. This neglect violated the landlord's duty to maintain the property in good repair and ensure tenant safety.

- **Supporting Evidence:**

- Tenant's text messages detailing the break-in and safety concerns.
- Photos and videos of the damaged gates and evidence of the intruder's criminal history.
- Police report and arrest documentation.

- **Impact on Tenant:**

The landlord's inaction left the tenant feeling unsafe in their home, forcing them to bear the financial burden of installing security cameras and enduring ongoing fear for their safety.

3. April 22, 2024: Landlord Visit and Continued Neglect of Maintenance

- **Incident:**

Nearly a month after the home invasion, the landlord visited the property on **April 22, 2024**, to inspect it. During the visit, the tenant highlighted the faulty gates and motion lights, which were critical for security. Despite acknowledging the issues, the landlord took no steps to repair or replace the gates or fix the motion lights.

- **Relevant Statutes:**

- **Florida Statute § 83.51(1)(b):**

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

- **Florida Statute § 83.51(2)(b):**

"The landlord shall comply with the requirements of applicable building, housing, and health codes."

- **Violation:**

The landlord failed to repair the faulty gates and motion lights, which were essential for tenant safety, violating the landlord's duty to maintain the property in compliance with

health and safety codes.

- **Supporting Evidence:**

- Tenant's follow-up text messages after the visit, including a video showing the faulty motion lights.
- Landlord's lack of response or action following the visit.

- **Impact on Tenant:**

The landlord's continued neglect left the property in an unsafe condition, exacerbating the tenant's fears after the home invasion.

4. June 2024: Pattern of Delayed Responses and Ignored Concerns

- **Incident:**

Throughout the tenancy, the landlord exhibited a pattern of delayed responses to tenant concerns. For example:

- **March 2024:** The landlord delayed action on critical safety concerns following the home invasion, planning a visit nearly a month later.
- **June 2024:** The tenant proactively addressed a clerical error resulting in a late rent payment and sent checks for June and July rent. However, the landlord ignored messages about unresolved safety issues, including the faulty gates and motion lights.

- **Relevant Statute:**

- **Florida Statute § 83.51(1)(a):**

"The landlord at all times during the tenancy shall:

(a) Comply with the requirements of applicable building, housing, and health codes."

- **Violation:**

The landlord's repeated delays and failure to act on tenant concerns demonstrate a consistent pattern of neglect, violating the statutory duty to maintain the property in a safe and habitable condition.

- **Supporting Evidence:**

- Tenant's text messages documenting delayed responses and unresolved issues.
- Records of timely rent payments and proactive communication from the tenant.

- **Impact on Tenant:**

The landlord's neglect caused ongoing stress and financial burden, as the tenant was

forced to manage repairs independently and live in unsafe conditions.

Key Violations of Florida Statutes

1. **Failure to Maintain Property in Good Repair (§ 83.51(1)(a)):**

- Deteriorated gates and faulty motion lights left the property unsecured.
- Clogged sink rendered essential facilities non-functional.

2. **Failure to Ensure Tenant Safety (§ 83.51(2)(a)):**

- Landlord neglected safety concerns following the home invasion, including lockable gates and functional motion lights.

3. **Failure to Respond Promptly to Tenant Concerns (§ 83.51(1)(a)):**

- Landlord exhibited a pattern of delayed responses, forcing the tenant to handle repairs independently.
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Conclusion

The landlord, Luther Rollins, repeatedly violated **Florida Statutes Chapter 83**, failing to maintain the property in a safe and habitable condition. These violations include neglecting safety concerns after a home invasion, delaying responses to maintenance issues, and failing to repair essential facilities. The landlord's actions caused financial and emotional harm to the tenant, Stephen Boerner, and constitute a breach of the landlord's legal obligations.