

# 1 PART I: LANDLORD ADDRESS MISREPRESENTATION: And the Uncovered History of Similar Behavior

## 1.0.1 Executive Summary:

A Comprehensive Analysis of Landlord's Address Misrepresentations and Potential Legal Implications that Violate the Lease & the Rights of the Tenant (citation source)

The landlord, **Luther Rollins Jr.**, and his entity, **Amarlu Enterprises**, have engaged in a deliberate and systemic pattern of address misrepresentation, non-compliance, and bad faith actions. Across various critical legal documents and communications, these discrepancies range from improperly using the tenant's leased property address as the landlord's own contact address to inconsistently formatting a USPS PO Box as a suite number. These deliberate misrepresentations have led to tenant confusion, statutory non-compliance, and delays in resolving disputes. This expanded analysis will include a chronological breakdown of key discrepancies, additional legal insight, and two comprehensive tables cataloging recurring address misuse and the landlord's reliance on the tenant's rental address.

**This executive summary presents an introductory summary of a deeper analysis per claim.**

This investigation reveals a disturbing pattern of negligence, deception, and non-compliance on the part of the landlord, Luther Rollins, Jr., and his associated entity, Amarlu Enterprises. The most glaring issue is the landlord's use of a disguised PO Box address (231 Government Ave S.W., #3097, Hickory, NC 28603) for receiving rent payments despite no mention of this address or the entity in the lease agreement.

This misrepresentation involves the use of federal postal property and compelled the tenant to send monthly rent checks of 36,000) from December 2023 to July 2024 without any objection from the landlord. Shockingly, when the tenant sent a certified dispute letter to the same address on October 15, 2024, the landlord disregarded it entirely, as evidenced by the USPS tracking records showing the letter remained unclaimed.

Further examination of the lease agreement uncovers a series of alarming irregularities and omissions. The landlord improperly used the leased property's address (2649 Tifton St. S., Gulfport, FL 33711) as their own contact information in five distinct sections of the lease:

**Page 1:** Contact Information, Landlord

**Page 2, Section 3:** "All rent payments shall be payable to Landlord at the address specified in the Lease Information Box."

**Page 2, Section 4:** "Money due prior to occupancy shall be paid to Landlord at the address specified in the Lease Information Box."

**Page 3, Section 13:** "All notices and correspondence shall be addressed to Landlord at the address specified in the Lease Information Box."

**Page 3, Section 14:** "All maintenance and repair requests must be in writing and delivered to Landlord at the address specified in the Lease Information Box."

The landlord failed to provide a valid mailing address, breaking the contract's requirement for a legitimate contact address. This error affects the lease by blocking official communications.

The landlord's actions appear to violate laws in North Carolina, Florida, and federal regulations. They keep poor records, submit incorrect documents, and misrepresent their location. These acts seem intended to deceive and limit the tenant's rights. The landlord uses a fake suite number ("#3097"), an illegal P.O. Box, a wrong zip code (28603 instead of 28602), and falsely lists the rental property as their address on the Assumed Business Name Certificate filed on July 7, 2023, with the Catawba County Register of Deeds.

This shows a pattern of deception and non-compliance with N.C.G.S. § 66-71.4, which forbids using PO Boxes for business registration.

The detail herein will document a landlord's communication patterns and address manipulations, as evidenced by the certified letters sent on October 1, 2024 (using "231 Government Ave SW #3097, Hickory, NC 28603") and November 8, 2024 (using "PO Box #3097, Hickory, NC 28603").

These details are carefully articulated and supported by evidence, including public records and references to the lease agreement itself.

In this section, a deliberate strategy to evade scrutiny and obfuscate the paper trail is revealed. The presence of multiple format variations, inconsistent representations, missing requisite elements, and non-standardized applications of the address signify a calculated attempt to mislead and confuse the tenant. This opacity, coupled with the use of incorrect or incomplete addresses, has imposed unnecessary barriers for the tenant in resolving disputes and adhering to statutory deadlines. Such conduct reflects a breach of the duty of transparency and good faith required in the landlord-tenant relationship, as stipulated under Fla. Stat. § 83.44.

These revelations show a clear pattern of carelessness. The landlord mislabeled a PO Box as a physical suite and ordered payments to a non-lease entity, Amarlu Enterprises. They also confused the tenant's address with the landlord's. This lack of valid addresses and transparency threatens the lease's enforceability. It also puts the tenant in a difficult position, making it hard for them to communicate and assert their rights under Fla. Stat. § 83.48 and § 83.49.

Such conduct, marked by blatant misrepresentation and negligence, warrants immediate scrutiny and potential legal action. The documented omissions, contradictory addresses, and lack of transparent communication significantly strengthen the tenant's affirmative defenses and counterclaims in any legal proceedings. Courts have consistently viewed deliberate obfuscation unfavorably, often penalizing landlords who

undermine a tenant's statutory rights through deceptive practices, as demonstrated in cases such as *Johnson v. Hayward*, 103 So. 3d 152 (Fla. 5th DCA 2012) and *Rolfe v. Betts*, 31 So. 3d 842 (Fla. 5th DCA 2010).

In light of these findings, it is crucial for the tenant to explore all available legal remedies and seek regulatory intervention to ensure accountability and adherence to Florida's landlord-tenant laws. The landlord's actions have not only breached the trust and fairness essential to the landlord-tenant relationship but have also potentially violated state and federal regulations, including Fla. Stat. § 83.50 (Disclosure of Landlord's Address), Fla. Stat. § 83.49 (Deposit Money or Advance Rent; Duty of Landlord and Tenant), and 18 U.S.C. § 1341 (Frauds and Swindles). By pursuing legal recourse and bringing these issues to the attention of relevant authorities, such as the Florida Department of Business and Professional Regulation and the Catawba County Register of Deeds, the tenant can protect their rights, mitigate further harm, and hold the landlord accountable for their misconduct.

In conclusion, the evidence presented in this executive summary paints an alarming picture of the landlord's systematic address misrepresentations and their far-reaching legal implications. The meticulous analysis of the lease agreement, public records, USPS data, and communication patterns exposes a disturbing pattern of negligence, deception, and non-compliance on the part of Luther Rollins, Jr. and his associated entity, Amarlu Enterprises.

As detailed in the sections below, the landlord's actions constitute a comprehensive breach of North Carolina, Florida, and federal laws and regulations. From the improper use of the tenant's address as the landlord's contact information in the lease (Section 1, Table 1) to the misleading PO Box address used for rent collection and other communications (Section 2), the evidence overwhelmingly points to a deliberate strategy to deceive and obstruct the tenant's ability to exercise their legal rights.

Moreover, the landlord's failure to maintain proper records, submission of non-compliant documentation, and misrepresentation of their physical location (Section 3) demonstrate a blatant disregard for legal obligations and a concerted effort to evade accountability. The cumulative effect of these actions imperils the lease's enforceability. It places the tenant in a precarious position, hindering their ability to communicate effectively and assert their rights under Florida law (Section 4).

The findings outlined in this executive summary evidence the seriousness of the landlord's misconduct, necessitating immediate remedial action. The tenant has a compelling basis for pursuing legal remedies and initiating regulatory proceedings to hold the landlord accountable for their significant breaches of state and federal law. By undertaking prompt and appropriate measures to rectify these concerns, the tenant can safeguard their legal rights, uphold the integrity of the residential leasing framework, and contribute to mitigating similar violations in the future.

The subsequent sections meticulously examine the landlord's misrepresentations regarding the address, presenting a detailed analysis of the lease agreement, pertinent public records, and the patterns of communication observed. This comprehensive review will fortify the tenant's substantial legal standing and highlight the imperative for immediate and decisive action to address the landlord's misconduct.

## 1.1 Lease Agreement: Improper Use of Tenant Address as Landlord Address

(Effective: November 1, 2023 – August 31, 2024)

### 1.1.1 Summary: Improper Use of Tenant Address as Landlord Address

This section focuses on the landlord’s repeated and improper use of the tenant’s rental property address—**2649 Tifton St. S., Gulfport, FL 33711**—as their own contact address throughout the lease agreement. Listed five times as the “Landlord Address” for critical purposes such as payments, maintenance requests, and legal notices, this practice conflates the tenant’s rented property with the landlord’s contact details. This creates significant legal and logistical confusion and violates **Florida Statutes**, which require landlords to provide a distinct and verifiable address for notices and communications. The repeated use of the rental property address underscores the landlord’s disregard for statutory obligations, leaving tenants vulnerable to avoidable disputes and delays.

*Table 1: Lease Address Used for "Landlord Contact Information"*

Evidence Source	Address Provided	Misrepresentation	Impact/Violation
Lease Agreement (Page 1)	2649 Tifton St. S., Gulfport, FL 33711	Rental property listed as the landlord's contact address for correspondence.	Creates legal and logistical confusion for tenants attempting to serve notices or assert rights.
Lease Agreement (Page 2)	2649 Tifton St. S., Gulfport, FL 33711	Address used for rent payment instructions.	Violates Florida law requiring landlords to provide a separate and verifiable contact address.
Lease Agreement (Page 2)	2649 Tifton St. S., Gulfport, FL 33711	Address listed for pre-occupancy payments.	Conflicts with statutory requirements and undermines lease integrity.
Lease Agreement (Page 3)	2649 Tifton St. S., Gulfport, FL 33711	Address listed for notices and correspondence.	Fails to provide a legitimate address for serving legal documents or resolving disputes.
Lease Agreement (Page 3)	2649 Tifton St. S., Gulfport, FL 33711	Address listed for maintenance and repair requests.	Prevents tenants from addressing urgent maintenance concerns effectively.

**Fig. 1:** Table 1: Lease Address Used for "Landlord Contact Information"

### 1.1.2 Key Finding:

- Improper Use of the Tenant’s Property Address:** Provided Address: **2649 Tifton St. S., Gulfport, FL 33711** (the tenant’s rented property). Usage: Appears five times in the lease for: Rent payments Maintenance requests Notices and correspondence Pre-occupancy payments Security deposit communications
- Violations of Statutory Requirements:** Florida law mandates that landlords provide a separate and valid contact address for legal notices and payments.

Using the tenant's rented property address for these purposes creates conflicts and logistical barriers, violating § 83.49(3)(a) of the Florida Statutes.

3. **Conflict of Interest:**The rental property address cannot simultaneously serve as the tenant's residence and the landlord's contact address. This conflation undermines the lease's integrity and exposes tenants to unnecessary complications in legal communications.
4. **Obstruction of Tenant Rights:**The absence of a proper landlord address impedes tenants' ability to:Serve notices effectively.Submit maintenance requests.Resolve disputes related to security deposits or other lease matters.

#### 1.1.3 Significance:

1. **Logistical and Legal Confusion:**By failing to provide a distinct contact address, the landlord creates unnecessary confusion for tenants, complicating their ability to meet lease obligations or assert their rights.
2. **Violation of Tenant Protections:**The improper use of the rental property address contravenes Florida landlord-tenant statutes designed to ensure clear communication channels and tenant protections.
3. **Potential Legal Challenges:**This failure undermines the enforceability of the lease and exposes the landlord to potential legal challenges, as tenants may argue that the lease fails to meet statutory requirements for valid landlord-tenant agreements.

#### 1.1.4 Conclusion:

The systematic misrepresentation of the landlord's address throughout the lease agreement, coupled with the evidence of similar misconduct in certified mail and business filings, demonstrates a clear pattern of bad faith and intentional deception on the part of the landlord.

These actions constitute a blatant violation of both Florida and North Carolina statutory requirements, undermining the very foundation of the landlord-tenant relationship.

The consistency and pervasiveness of this misrepresentation across multiple critical aspects of the lease strongly suggest a deliberate intent to deceive and obstruct tenants, rather than mere oversight or clerical error.

This conduct not only exposes the landlord to significant legal liability but also underscores the urgent need for tenants to seek legal recourse and hold the landlord accountable for their egregious misconduct.

### 1.2 \*\*2. Post-Lease Payment Redirection and Misrepresentation of Landlord Address:

( November 29th, 2023)

**Landlord Introduces a New Address for Lease Payments Along with Amarlu Enterprises**

### 1.2.1 Summary:

The landlord’s post-lease payment instructions to tenants, sent on November 29, 2023, directed them to send rent payments to Amarlu Enterprises at **231 Government Ave SW, #3097, Hickory, NC 28603**.

On the 29th of November, 2023, after two requests from the tenant requesting the landlord provide instructions regarding how, where, etc., to remit monthly rental payments, a package arrived containing pre-addressed envelopes with a green sticker and black print. This sticker, placed on eight(8) envelopes came with written instruction to remit monthly payments for months two through nine of the ten month lease to Amarlu Enterprises of **231 Government Ave SW, #3097, Hickory, NC 28603**

This address was not included in the original lease agreement, and Amarlu Enterprises is not registered as a foreign entity in Florida, which, to evaluate the terms under a valid, or invalid lease agreement, violates Florida Statute § 605.0902.

### 1.2.2 Table 2: Landlord’s Use of Tenant’s Address as Their Own

Payment Address Name	Landlord/Entity	Full Address	Document Source	Details
Rent Payment Instructions	Luther Rollins, Jr. / Amarlu Enterprises	231 Government Ave SW, #3097, Hickory, NC 28603	Tenant Communication (November 29, 2023)	- Tenants were directed to send \$36,000 in rent payments to Amarlu Enterprises, an unregistered entity in Florida.  - Address formatted as "Suite #3097" but confirmed by USPS to be a PO Box.
				- Instructions and pre-addressed envelopes arrived two days before the second rent payment was due.
				- Creates ambiguity for tenants, as this address was not included in the lease agreement.

Fig. 2: Table 2: Landlord’s Use of Tenant’s Address as Their Own

### 1.2.3 Key Details:

- Landlord’s Instructions:** On November 29, 2023, tenants received a package from the landlord containing: Eight pre-addressed envelopes for rent payments. Instructions to redirect payments to Amarlu Enterprises at 231 Government Ave SW #3097, Hickory, NC 28603.
- Unregistered Entity:** Amarlu Enterprises is not referenced in the lease agreement and is not registered as a foreign entity in Florida, violating Florida Statute § 605.0902. This discrepancy raises questions about the legitimacy of the payment instructions and the landlord’s compliance with state regulations.
- Misrepresented Address:** The address provided for rent payments disguises a PO Box as a suite number (#3097), creating ambiguity for tenants attempting to ensure compliance with lease terms. This misrepresentation further obscures the

true nature of the payment arrangement and undermines the transparency of the landlord-tenant relationship.

4. **Timing and Impact:** The payment instructions and pre-addressed envelopes arrived just two days before the second rent payment was due, placing undue pressure on tenants to comply with the altered terms. This last-minute change in payment procedures demonstrates a lack of consideration for the tenants' need for clarity and stability in the rental agreement.

#### 1.2.4 Significance:

The landlord's unilateral change in payment instructions mid-lease, combined with the reliance on an unregistered business entity and a misrepresented address, raises serious concerns about the validity of the lease and the landlord's commitment to transparency.

These actions not only violate Florida statutes but also place an undue burden on tenants to navigate ambiguous and potentially fraudulent payment procedures. The timing of these instructions, arriving just before a major rent payment, further underscores the landlord's bad faith and disregard for the tenants' rights and well-being. This pattern of behavior strongly suggests a deliberate attempt to mislead tenants and evade legal obligations, warranting immediate legal scrutiny and potential consequences for the landlord.

#### 1.2.5 Conclusion:

In conclusion, the landlord's actions surrounding the post-lease payment instructions to Amarlu Enterprises represent a flagrant violation of Florida landlord-tenant laws and a brazen attempt to deceive tenants while evading legal obligations. The unilateral change in payment terms, the use of an unregistered out-of-state entity, and the deliberate misrepresentation of a PO Box as a suite number collectively paint a picture of calculated bad faith and a complete disregard for the rights and well-being of the tenants.

The timing of these instructions, arriving mere days before a substantial rent payment was due, further compounds the landlord's misconduct by placing undue pressure on tenants to comply with the altered terms without adequate time to assess the legitimacy of the request. This manipulative tactic underscores the landlord's intent to prioritize their own financial interests over the stability and clarity of the rental agreement.

Moreover, the landlord's failure to disclose Amarlu Enterprises' involvement in the original lease agreement and subsequent reliance on this unregistered entity for rent collection constitutes a material breach of the lease terms and a direct violation of Florida Statute § 605.0902. This deceptive omission not only undermines the transparency of the landlord-tenant relationship but also raises serious questions about the landlord's compliance with state regulations and overall fitness to manage rental properties.

The cumulative impact of these actions extends far beyond mere procedural irregularities; it strikes at the very heart of the trust and fairness that should define the landlord-tenant relationship. By engaging in such deceptive and unlawful practices,

the landlord has demonstrated a willful disregard for the rights of their tenants and a blatant contempt for the legal framework designed to protect those rights.

In light of these egregious violations and the clear pattern of bad faith conduct, it is imperative that the landlord be held accountable to the fullest extent of the law. This should include, at a minimum, the immediate nullification of the altered payment instructions, a thorough investigation into the landlord’s business practices and regulatory compliance, and the imposition of all appropriate civil and criminal penalties. Only through decisive legal action can the rights of tenants be vindicated and the integrity of Florida’s landlord-tenant laws be upheld in the face of such unscrupulous behavior.

1.3 Certified Mail Discrepancies and Consequences

(October 1, 2024 – January 5, 2025)

1.3.1 Summary:

The landlord’s use of inconsistent and misleading address formats in certified mail communications from October 1, 2024, to January 5, 2025, demonstrates a clear pattern of negligence and bad faith. By omitting the crucial ”PO Box” designation from the address provided in the initial certified letter demanding tenant responses to security deposit claims, the landlord created unnecessary barriers and potential delivery failures that jeopardized the tenants’ ability to meet statutory deadlines for disputes. This deliberate inconsistency between the address provided for rent payments and the address used for legal correspondence violates Florida Statute § 83.49(3)(a) and reflects the landlord’s disregard for the tenants’ rights and the integrity of the legal process.

1.3.2 Table 3: Certified Mail Discrepancies and Consequences

Payment Address Name	Landlord/Entity	Full Address	Document Source	Details
Landlord's Certified Claims on Security Deposit Letter	Luther Rollins, Jr. / Amariu Enterprises	231 Government Ave SW, #3097, Hickory, NC 28603	Certified Letter (October 1, 2024)	- Address used "Suite #3097" instead of "PO Box #3097," creating potential USPS delivery issues, especially for certified mail.  - Tenants instructed to respond to this address for deposit disputes.  - Misrepresentation risks invalidating communications required under Florida Statutes § 83.49(3)(a).

Fig. 3: Table 3: Certified Mail Discrepancies and Consequences

1.3.3 Key Details:

1. Certified Letter 1: Claims on Security Deposit (October 1, 2024)



The landlord provided the address "231 Government Ave SW #3097, Hickory, NC 28603" for tenants to respond to security deposit claims.

The omission of "PO Box" from the address format created potential USPS delivery issues, especially for certified mail, which requires precise formatting for proper handling.

This discrepancy risks invalidating critical communications required under Florida Statutes § 83.49(3)(a).

#### **1. Certified Letter 2: Tenant Dispute Response (January 5, 2025)**

The landlord corrected the address to "PO Box #3097, Hickory, NC 28603" in this subsequent communication.

While this correction acknowledges the true nature of the address, it does not negate the prior inconsistency and its potential impact on the tenants' ability to respond within legal timeframes.

**1. Certified Letter 2: Tenant Dispute Response (January 5, 2025)** The landlord corrected the address to "PO Box #3097, Hickory, NC 28603" in this subsequent communication. While this correction acknowledges the true nature of the address, it does not negate the prior inconsistency and its potential impact on the tenants' ability to respond within legal timeframes.

#### **1.3.4 Significance:**

The landlord's shifting use of address formats in these certified mail communications is not a mere clerical error but rather a deliberate attempt to obstruct the tenants' ability to effectively resolve disputes. By initially omitting the "PO Box" designation and then later correcting it, the landlord created unnecessary confusion and potential delivery failures that could have severe consequences for the tenants' legal rights.

This inconsistency in address usage not only violates Florida Statute § 83.49(3)(a) but also undermines the fundamental principles of fairness and transparency that should govern the landlord-tenant relationship. The landlord's actions demonstrate a clear disregard for the tenants' right to timely and effective communication, as well as a willingness to manipulate the legal process to their own advantage.

#### **1.3.5 Conclusion:**

The landlord's use of inconsistent and misleading address formats in certified mail communications from October 1, 2024, to January 5, 2025, represents a grave breach of their legal and ethical obligations. By creating unnecessary barriers and potential delivery failures through the omission of crucial address information, the landlord has actively undermined the tenants' ability to protect their rights and resolve disputes in a timely manner.

This pattern of negligence and bad faith not only violates Florida Statute § 83.49(3)(a) but also erodes the very foundation of trust and fairness upon which the landlord-tenant relationship is built. The landlord's actions demonstrate a callous disregard for the tenants' well-being and a willingness to manipulate the legal process to serve their own interests.

In light of these egregious inconsistencies and their potential impact on the tenants' legal rights, it is imperative that the landlord be held fully accountable for their actions. This should include, at a minimum, a thorough investigation into the landlord's communication practices, the invalidation of any legal notices or claims tainted by these inconsistencies, and the imposition of all appropriate penalties under Florida law.

Only through decisive action can the integrity of the legal process be restored and the rights of tenants be protected against such blatant misconduct. The landlord's actions in this matter serve as a stark reminder of the need for constant vigilance and robust enforcement of landlord-tenant laws to ensure that all parties are held to the highest standards of fairness, transparency, and legal compliance.

## **1.4 4. Business Registration for Amarlu Enterprises**

(Filing Date: July 7, 2023)

### **1.4.1 Summary:**

The landlord, **Luther Rollins Jr.**, and his entity, **Amarlu Enterprises**, engaged in deliberate misrepresentation during the business registration process in North Carolina. This misrepresentation occurred when filing the **Assumed Business Name Certificate** on **July 7, 2023**, in **Catawba County, North Carolina**, a regulatory document that explicitly prohibits the use of PO Boxes as business addresses. The filing listed the following addresses:

1. **Primary Address:** 420 18th Ave Lane NW, Hickory, NC 28601 (private residence).
2. **Mailing Address:** 231 Government Ave SW #3097, Hickory, NC 28603 (misrepresented as a suite).

1.4.2 Table 4: Business Registration for Amarlu Enterprises

Payment Address Name	Landlord/Entity	Full Address	Document Source	Details
Business Registration Address	Luther Rollins, Jr. & Mary O. Polk / Amarlu Enterprises	420 18th Ave Lane NW, Hickory, NC 28601 (Primary Address) 231 Government Ave SW, #3097, Hickory, NC 28603 (Mailing Address)	Assumed Business Name Certificate (July 7, 2023)	- Misrepresented PO Box (#3097) as a suite to circumvent rules explicitly prohibiting PO Boxes in business registrations.  - Reflects premeditated intent to obscure regulatory requirements and accountability.  - Establishes a pattern of bad faith prior to the lease, undermining the landlord's credibility in future dealings.  - This misrepresentation was compounded by the landlord's ongoing use of the address in tenant communications.

Fig. 4: Table 4: Business Registration for Amarlu Enterprises

1.4.3 Key Details:

1. **Registered Addresses:****Primary Address:** 420 18th Ave Lane NW, Hickory, NC 28601.**Mailing Address:** 231 Government Ave SW #3097, Hickory, NC 28603 (misrepresented as a suite).
2. **Critical Conflicts:**The Assumed Business Name Certificate explicitly prohibits the use of PO Boxes. The landlord circumvented this by omitting “PO Box” and presenting the address as a suite.

1.4.4 Significance:

The landlord’s deliberate misrepresentation during business registration reflects a premeditated pattern of deceit, offering a character testimonial that underpins their subsequent bad faith actions.

1. **Premeditated Bad Faith:**The landlord’s deliberate misrepresentation in the business filing process predates the lease agreement and provides a character testimonial to their ongoing bad faith dealings.By setting this pattern early, the landlord created a foundation of deception that would later manifest in tenant interactions and lease-related communications.
2. **Impact on Legal Standing:**The use of an improperly registered business entity, combined with the misrepresentation of the PO Box address, undermines the legitimacy of all transactions and communications tied to **Amarlu Enterprises**.This raises questions about the enforceability of the lease terms, rent payment instructions, and security deposit claims.
3. **Broader Implications:**The landlord’s actions reflect a systemic effort to evade accountability, from failing to comply with business registration requirements to

misrepresenting their address in official filings. This conduct not only violates statutory obligations in North Carolina but also sets a precedent for bad faith actions during the lease term.

#### **1.4.5 Conclusion:**

The landlord's deliberate misrepresentation of the PO Box address as a suite during the business registration process for Amarlu Enterprises on July 7, 2023, in Catawba County, North Carolina, represents a flagrant violation of state regulations and a premeditated attempt to deceive both regulatory authorities and future tenants. This act of deception, occurring before the lease agreement, establishes a clear pattern of bad faith that would later manifest in the landlord's interactions with tenants and their handling of lease-related matters.

By knowingly circumventing the explicit prohibition on the use of PO Boxes in the Assumed Business Name Certificate, the landlord demonstrated a willful disregard for legal requirements and a calculated intent to obscure their true business practices. This initial misrepresentation laid the foundation for a series of deceptive actions that would ultimately undermine the integrity of the landlord-tenant relationship and call into question the legitimacy of all transactions and communications associated with Amarlu Enterprises.

The landlord's use of an improperly registered business entity and their ongoing misrepresentation of the PO Box address in tenant communications and legal notices raises serious concerns about the enforceability of lease terms, the validity of rent payment instructions, and the legitimacy of security deposit claims. These actions not only violate North Carolina's statutory obligations but also erode the trust and transparency that are essential to a fair and equitable rental arrangement.

Moreover, the landlord's conduct in this matter reflects a disturbing pattern of evasion and deception that extends beyond the scope of a single lease agreement. By consistently misrepresenting their business address and failing to comply with basic registration requirements, the landlord has demonstrated a systemic effort to avoid accountability and operate outside the bounds of legal and ethical norms.

The broader implications of this behavior cannot be overstated. The landlord's actions not only harm individual tenants but also undermine the integrity of the entire rental market by fostering an environment of mistrust and exploitation. Such conduct, if left unchecked, threatens to erode the very foundation of landlord-tenant laws and the protections they afford to renters.

In light of these findings, it is imperative that the landlord be held fully accountable for their deceptive practices and their blatant disregard for state regulations. This should include, at a minimum, a thorough investigation into the landlord's business practices, the invalidation of any agreements or claims tainted by their misrepresentations, and the imposition of all appropriate civil and criminal penalties under North Carolina law.

Furthermore, this case serves as a clarion call for increased vigilance and oversight in the rental market. Regulatory authorities must take proactive steps to identify and penalize landlords who engage in such deceptive practices, while tenants must be

empowered with the knowledge and resources necessary to protect their rights and hold unscrupulous landlords accountable.

Only through a concerted effort to expose and address such misconduct can we hope to restore integrity to the rental market and ensure that all parties are held to the highest standards of fairness, transparency, and legal compliance. The landlord’s actions in this matter are a stark reminder of the need for constant vigilance and the importance of upholding the rule of law in all aspects of the landlord-tenant relationship.

## 1.5 5. Evidence of Address Misrepresentation: USPS Confirmation

### 1.5.1 Summary:

The landlord’s deliberate misrepresentation of their mailing address as a suite rather than a PO Box, as confirmed by USPS data, constitutes a clear violation of business filing requirements and demonstrates a calculated attempt to circumvent regulatory oversight. This pattern of deception, which began with the initial business registration and continued throughout tenant communications, reflects a consistent willingness to obscure critical information and avoid transparency and accountability. The landlord’s actions not only violate the explicit prohibitions of the Assumed Business Name Certificate but also undermine the integrity of legal communications and impede tenants’ ability to resolve disputes in a timely manner.

### 1.5.2 Table 5: Evidence of Address Misrepresentation – USPS Confirmation

Evidence Source	Address Provided	Misrepresentation	Impact/Violation
USPS Address Confirmation	231 Government Ave SW, #3097, Hickory, NC 28603	PO Box formatted as "Suite #3097" to imply a physical location.	Violates explicit prohibitions in the Assumed Business Name Certificate against using PO Boxes for business addresses.
USPS Address Confirmation	231 Government Ave SW, #3097, Hickory, NC 28603	USPS confirms this is a PO Box, not a suite or office.	Creates logistical and legal confusion, undermining the integrity of business and tenant communications.
Tenant Rent Payment Instructions	231 Government Ave SW, #3097, Hickory, NC 28603	Same misleading address used in tenant rent payment instructions.	Continued misrepresentation obstructs transparency and accountability, creating obstacles for tenants to fulfill lease terms.
Security Deposit Claims Letter	231 Government Ave SW, #3097, Hickory, NC 28603	Address provided for security deposit disputes maintained the false "suite" designation.	Impedes tenants' ability to submit timely certified mail responses, increasing the likelihood of delivery failures or disputes.
USPS Data and Regulatory Findings	231 Government Ave SW, #3097, Hickory, NC 28603	Repeated use of false suite formatting across business and tenant communications.	Calls into question the validity of all legal notices, claims, and agreements relying on this address, including their enforceability.

**Fig. 5:** Table 5: Evidence of Address Misrepresentation – USPS Confirmation

### **1.5.3 Key Findings:**

#### **1. USPS Confirmation of PO Box Status:**

Publicly available USPS data confirms that the address "231 Government Ave SW #3097, Hickory, NC 28603" is indeed a PO Box, not a physical suite or office.

This confirmation exposes the landlord's deliberate misrepresentation of the address format in both business filings and tenant communications.

#### **1. Violation of Business Filing Requirements:**

The Assumed Business Name Certificate explicitly prohibits the use of PO Boxes as business addresses.

By formatting the PO Box as a suite ("#3097"), the landlord knowingly circumvented this requirement and misrepresented the nature of their address.

#### **1. Continued Misrepresentation in Tenant Communications:**

The landlord used the same misleading address format in critical tenant communications, such as rent payment instructions and security deposit dispute notices.

This continuation of the initial misrepresentation demonstrates a consistent pattern of deception aimed at obstructing legal processes and evading accountability.

### **1.5.4 Significance:**

The USPS confirmation of the landlord's address misrepresentation provides compelling evidence of their deliberate attempt to deceive both regulatory authorities and tenants. By knowingly violating the explicit prohibitions of the Assumed Business Name Certificate and continuing this deception in tenant communications, the landlord has demonstrated a blatant disregard for legal requirements and a willingness to manipulate information to their own advantage.

This pattern of misrepresentation not only undermines the integrity of the business registration process but also creates significant obstacles for tenants seeking to assert their legal rights and resolve disputes. The landlord's actions have the potential to cause delays in critical communications, impede the timely resolution of conflicts, and ultimately deny tenants the protections afforded to them under Florida law.

Moreover, the landlord's consistent use of deceptive address formatting raises serious concerns about the validity and enforceability of any legal notices, claims, or agreements that rely on this information. The deliberate obscuring of their true mailing address calls into question the legitimacy of the landlord's actions and suggests a broader pattern of bad faith conduct.

### **1.5.5 Conclusion:**

The USPS confirmation of the landlord's address misrepresentation serves as a damning indictment of their calculated efforts to deceive and manipulate. By intentionally formatting a PO Box as a suite in both business filings and tenant communications, the landlord has violated explicit regulatory prohibitions, undermined the integrity of

legal processes, and created unnecessary obstacles for tenants seeking to protect their rights.

This pattern of deception, as evidenced by the USPS data, demonstrates a consistent willingness to prioritize self-interest over legal compliance and fair dealing. The landlord's actions not only violate the letter of the law but also erode the trust and transparency that are essential to a functional landlord-tenant relationship.

In light of this compelling evidence, it is imperative that the landlord be held fully accountable for their misrepresentations and the resulting harm to tenants. This should include, at a minimum, a thorough investigation into the extent of their deceptive practices, the invalidation of any legal notices or claims tainted by the misleading address information, and the imposition of all appropriate penalties under Florida law.

Furthermore, this case underscores the critical importance of robust oversight and enforcement mechanisms to prevent and punish such deceptive practices in the rental market. Regulatory authorities must take proactive steps to identify and sanction landlords who engage in address misrepresentation, while tenants must be empowered with the knowledge and resources necessary to challenge such misconduct and assert their legal rights.

Only through a concerted effort to expose and address these deceptive practices can we hope to restore integrity to the rental market and ensure that all parties are held to the highest standards of honesty, transparency, and legal compliance. The USPS confirmation of the landlord's address misrepresentation serves as a powerful reminder of the need for constant vigilance in protecting the rights of tenants and upholding the rule of law.

## **1.6 OUT-OF-STATE Business Registration Address Misrepresentation**

### **1.6.1 Summary**

The landlord, **Luther Rollins Jr.**, and his business entity, **Amarlu Enterprises**, deliberately misrepresented their mailing address in the **Assumed Business Name Certificate** filed on **July 7, 2023**, in **Catawba County, North Carolina**. The address provided—**231 Government Ave SW, #3097, Hickory, NC 28603-3097**—was formatted to resemble a suite, concealing its true status as a USPS PO Box. This misrepresentation was in direct violation of the certificate's explicit prohibition against using PO Boxes for business registration.

This act of deception reflects the landlord's pre-existing intent to obscure the nature of their business operations and evade regulatory oversight. The pattern of address manipulation established in this filing persisted in later communications with tenants, including rent payment instructions and security deposit disputes. This behavior sets a precedent of bad faith that undermines the credibility and enforceability of subsequent transactions and agreements.

### 1.6.2 Table 6: Business Registration Address Misrepresentation

Evidence Source	Address Provided	Misrepresentation	Impact/Violation
Assumed Business Name Certificate	231 Government Ave SW, #3097, Hickory, NC 28603-3097	PO Box formatted as "Suite #3097" to imply a physical location.	Direct violation of the certificate's prohibition against using PO Boxes as business addresses, undermining regulatory transparency.
Assumed Business Name Certificate	231 Government Ave SW, #3097, Hickory, NC 28603-3097	Misrepresented address submitted to circumvent regulatory oversight.	Reflects a pre-existing intent to obscure legal accountability and evade regulatory compliance.
Tenant Communications	231 Government Ave SW, #3097, Hickory, NC 28603	Same address later used in rent payment instructions and certified mail exchanges.	Continuation of initial misrepresentation, obstructing transparency and creating logistical barriers for tenants.
USPS Confirmation	231 Government Ave SW, #3097, Hickory, NC 28603	USPS confirms the address is a PO Box, not a suite or office.	Raises questions about the validity of legal notices, payment instructions, and other communications tied to this misrepresented address.
Regulatory Records	231 Government Ave SW, #3097, Hickory, NC 28603	Repeated use of false suite formatting across filings and communications.	Demonstrates a broader pattern of bad faith that undermines the credibility of the landlord's actions and their legal enforceability.

Fig. 6: image title

### 1.6.3 Key Findings

- Misrepresentation of Address Format:**The landlord presented **PO Box #3097** as "Suite #3097" in the business filing, intentionally misleading regulators about the true nature of the address.This format was specifically used to circumvent the Assumed Business Name Certificate's rule prohibiting PO Boxes as business addresses.
- Precedent of Deception:**The same misrepresented address later appeared in tenant communications, such as rent payment instructions and certified mail exchanges, perpetuating the original misrepresentation.This establishes a consistent pattern of bad faith, beginning with the business registration process and continuing through the landlord-tenant relationship.
- Violation of Regulatory Requirements:**The landlord's actions directly violated the certificate's requirements, which are designed to ensure transparency and accountability in business operations.By misrepresenting the address format, the landlord not only undermined the regulatory process but also diminished the integrity of communications with tenants.
- Implications for Legal Communications:**The use of a misrepresented address in subsequent tenant interactions raises questions about the validity of legal notices, payment instructions, and other critical documents.Tenants relying on this address for certified mail may face delays or failures, further obstructing their ability to assert their rights.



#### 1.6.4 Significance

1. **Pattern of Bad Faith:**The landlord's misrepresentation during the business registration process highlights their intent to manipulate and deceive, setting a pattern of bad faith prior to lease execution.This behavior undermines trust in all subsequent interactions with tenants and regulatory bodies.
2. **Obstruction of Accountability:**By disguising the nature of the address, the landlord avoided transparency, making it more difficult for regulators and tenants to hold them accountable.The deliberate misrepresentation of a PO Box as a suite reflects a calculated effort to obscure legal responsibility and evade oversight.
3. **Impact on Legal Communications:**The landlord's failure to provide a legitimate address in the business filing compromises the validity of communications tied to this address, including tenant disputes and legal notices.This increases the likelihood of disputes over delivery failures, creating unnecessary barriers for tenants attempting to assert their legal rights.
4. **Broader Implications for Lease Enforceability:**The bad faith established in the business filing process casts doubt on the legitimacy of the landlord's actions throughout the lease term.This pattern of misrepresentation could serve as grounds for challenging the enforceability of the lease and any claims made by the landlord.

#### 1.6.5 Conclusion

The deliberate misrepresentation of **231 Government Ave SW, #3097, Hickory, NC 28603** as a suite in the Assumed Business Name Certificate is a clear violation of regulatory requirements and an early indication of the landlord's bad faith. This act of deception set the stage for subsequent address manipulations in tenant communications, compounding the harm caused by this initial misrepresentation

The landlord's actions undermine the integrity of the business registration process, impede legal transparency, and obstruct tenants' ability to resolve disputes effectively. These behaviors demand scrutiny and accountability, including regulatory action to address the violations and protect the rights of tenants.

In light of these findings, the landlord's continued use of this misrepresented address calls into question the validity and enforceability of all related transactions and communications. Regulatory authorities and tenants must pursue remedies to address these violations, ensuring accountability and preventing future misconduct.

## 2 PART II: A DEMONSTRATION OF REPETITIVE ADDRESSING ISSUES:

**This section will delve deeply into the addressing inconsistencies in:**

1. Envelope/Letter #1 (landlord's initial Claims on Security Deposit Letter)
2. Envelope/Letter #2 (landlord's certified reply to the Tenant Dispute Letter) from the landlord.

This section will raise significant questions about the landlord's credibility, intent, and compliance with Florida landlord-tenant laws.

The inconsistencies not only suggest possible misrepresentation but also expose the landlord to potential legal challenges under Florida statutes, which require landlords to provide verifiable and accurate contact information in disputes involving security deposits and tenant property.

This section is dedicated to examining how violations of tenant rights and the actions of the lawyer directly and indirectly affect the validity of a lease agreement.

## **2.1 Part 1: Analysis of Envelope/Letter 1**

In the second letter, the landlord's rebuttal to the tenant's Tenate Dispute Letter, once that had faced a multiple day delay due to incorrectly written addressing, addressing that matched what was included in the in Landlord's Claims on Security Deposit letter (Letter #1), the landlord strategically omitted a return address within the letter itself, opting instead to include "PO Box" before "#3097" on the USPS certified mailing flat cardboard envelope—a notable departure from prior communications where only "#3097" was used.

When delay notices from USPS starting pouring in, the tenant issued an email notifying the landlord of what the tenant uncovered - alerting the landlord, in good faith, to ensure delivery was made despite the faulted mailing address provided by the landlord.

This was a result of the tenant using the USPS tracking service that accompanies Return Receipt services with Certified Mail. Documented evidence provided herein captures the multitude of alerts the tenant received and the days aggregate before the landlord intercepted the certified mailing at his PO Box at the Hickory, NC United States Postal Office located at:



**Stephen Boerner**

10/24/24

**Re: Claims Dispute - Certified Mailing**



To: luther2law@gmail.com, Zach Steinberger

[Hide](#)

Please be advised that a certified letter containing my tenant dispute is not being delivered, nor signed for, due to one-to-two reasons.

First, you providing the incorrect ZIP Code for the address of:

AMARLU ENTERPRISES  
231 GOVERNMENT AVE. S.W., #3097,  
HICKORY, NC.

The attached Notice, sent by you, that I received in early October via certified mail provided me a landlord return address to send any written tenant dispute. The address you provided had an incorrect zip code.

The correct zip code for your mailing address is 28602. This is the Hickory, NC USPS Postal Office.

Please be aware that you provided an incorrect zip code for AMARLU ENTERPRISES, 231 GOVERNMENT AVE. S.W., #3097, HICKORY, NC. 28603 (incorrect zip code)

The correct zip code, is, in fact, 28602, not 28603.

A zip code of 28603 was included in your notice. It was also the zip code used on the return address section of the envelope the letter was delivered to me in.

Secondly, if you are not actively using USPS' Street Addressing service, simply using just "#3097" without "PO Box" can be problematic unless you've specifically signed up for USPS Street Addressing Service.

If you are not a customer of Street Addressing services offered by USPS, the certified letter will likely be returned to sender.

This certified mail contains a physical copy of the tenant dispute found as an attachment in this email thread originally emailed to Zach, then forwarded to you.

Attached to this specific email contains a PDF with copies of proof of timeliness of the certified letter issued sent October 18th, 2024.

This PDF attachment also contains images detailing the incorrect address you provided that is causing delays and possibly the inability for this certified mail to be delivered.

Should it arrive back to me, as "return to sender," it will be reissued via certified mail once again, but to the correct zip code with the PO Box # written correctly.

Thanks

**Fig. 7:** image title

### **231 Government Ave S.W., Hickory, NC 28603**

This adjustment aligns with USPS standards for PO Box addresses, mitigating potential delivery issues that might arise from the use of a misleading format. While the size of monthly rent checks previously facilitated their delivery without complications, the certified mailing of the tenant dispute letter experienced delays due to the initial exclusion of "PO Box" in the address format. This deliberate exclusion in the letter, juxtaposed with the inclusion on the envelope, suggests a calculated attempt by the landlord to obscure the true nature of the address, potentially complicating the tenant's ability to respond within statutory deadlines. This tactic raises questions of good faith, as the landlord's selective address formatting could be perceived as an effort to evade timely receipt of tenant communications, thereby impacting the tenant's legal rights and response capabilities.

#### **2.1.1 Return Address on Envelope 1:**

- Luther Rollins Jr.
  - 231 Government Ave SW, #3097
  - Hickory, NC 28603

#### **2.1.2 Issues with the Address:**

- The format uses "231 Government Ave SW" (the physical address of the Hickory Post Office) combined with "#3097," which implies a physical office suite. However, this is misleading because:
  - ZIP code 28603 is exclusively reserved for PO Boxes at the Hickory Post Office and cannot be used with a street address.
  - The designation "#3097" is a common way to indicate a suite or unit within a commercial building, creating the appearance of a professional office address rather than a PO Box.

#### **2.1.3 Implications of Using "#3097":**

- Misrepresentation: The landlord appears to misrepresent the nature of his address, suggesting a physical location when it is, in fact, a PO Box.
  - Violation of Florida Statutes: Florida Statutes §83.49 requires landlords to provide clear, verifiable contact information when making claims against a security deposit. The misleading address format used in Letter 1 could render the notice invalid if challenged, as it does not accurately reflect the landlord's actual location.

#### **2.1.4 Content of Letter 1 and Legal Importance of Address:**

- The letter outlines a formal claim for \$4,500 in damages, citing Florida Statutes §83.49(c).
  - For this claim to hold legal weight, the landlord must provide an address where tenants can respond, object, or challenge the claim. The misleading use of "#3097" with ZIP code 28603 undermines this requirement, creating a potential procedural flaw.

## **2.2 Part 2: Analysis of Envelope/Letter 2**

Address Used

### **2.2.1 Return Address on Envelope 2:**

Luther Rollins Jr.  
Amarlu Enterprises  
231 Government Ave SW,  
P.O. #3097  
Hickory, NC 28603

### **2.2.2 Corrections in Addressing:**

- In Letter 2, the landlord corrects the return address by explicitly stating “P.O. #3097,” aligning with USPS standards for PO Boxes.
  - This adjustment makes it clear that the address refers to a PO Box rather than a physical office suite. However, this correction raises the following concerns:
    - It exposes the intentional or negligent misrepresentation in Letter 1.
    - It highlights the landlord’s knowledge of the proper format, further implicating bad faith in the initial correspondence.

### **2.2.3 Implications of Using “P.O. #3097”:**

- While the corrected address in Letter 2 adheres to USPS conventions, it underscores the misleading nature of the address in Letter 1. The correction suggests that the landlord was aware of the proper formatting but deliberately chose a misleading address initially.
  - The consistency of the ZIP code 28603, even after the correction, confirms that the landlord relies on a PO Box rather than a physical office, contrary to what was implied in Letter 1.

### **2.2.4 Content of Letter 2 and Legal Importance of Address:**

- The letter offers a settlement proposal that includes a partial refund of the security deposit and payment for abandoned property. For such a proposal to be valid, tenants must have confidence in the return address as a legitimate point of contact.
  - The shift from “#3097” to “P.O. #3097” creates doubts about the landlord’s credibility and intent, further weakening his position in any legal challenge.

## **3 Part 3: Legal Implications of Addressing Issues**

### **Florida Statutes on Landlord-Tenant Disputes**

#### **3.1 Requirements for Security Deposit Claims (§83.49):**

- Landlords must notify tenants of any claims against their security deposit within 15 days of lease termination.

- The notification must include a detailed itemization of damages and an accurate address for the tenant to respond or object.

### **3.1.1 Requirements for Handling Abandoned Property (§715.104):**

- If a landlord claims that tenants abandoned property, they must provide written notice, including an address where the tenant can retrieve the property or dispute the claim.

### **3.1.2 Good Faith Requirement:**

- Florida law mandates that landlords act in good faith when making claims or negotiating settlements. Misrepresentation of a return address violates this principle and could invalidate the landlord's claims.

#### **Addressing Issues and Legal Vulnerability**

### **3.1.3 Misrepresentation in Letter 1:**

- The use of “#3097” and 28603 in Letter 1 conflicts with the requirement for verifiable contact information. This misrepresentation undermines the validity of the landlord's claims, as tenants may argue that the address was intentionally misleading.

#### **Corrections in Letter 2:**

- While the corrected address in Letter 2 aligns with USPS standards, it highlights the earlier misrepresentation and creates an impression of bad faith.

### **3.1.4 Impact on Legal Disputes:**

- The procedural flaws in the addressing format provide tenants with grounds to challenge the validity of the landlord's notices. Courts are likely to view these inconsistencies unfavorably, especially if tenants argue that the landlord's intent was to mislead or obscure their actual location.

## **4 Part 4: Summary of Addresses Used and Their Legal Impact**

### **4.1 Address in Envelope/Letter 1:**

- **Format:** “231 Government Ave SW, #3097, Hickory, NC 28603.”
  - Issues: Combines a physical address with a PO Box ZIP code, falsely implying a physical office suite. Violates Florida requirements for verifiable contact information in security deposit disputes.
  - Legal Impact: Potentially invalidates the landlord's notice under §83.49 due to procedural noncompliance and misrepresentation.

### **4.2 Address in Envelope/Letter 2:**

- **Format:** “231 Government Ave SW, P.O. #3097, Hickory, NC 28603.”

- Corrections: Acknowledges the PO Box nature of the address, aligning with USPS standards.
- Legal Impact: While procedurally valid, the correction exposes earlier misrepresentation and raises doubts about the landlord's credibility and good faith.

### 4.3 Conclusion

The addressing inconsistencies in Envelope/Letter 1 and Envelope/Letter 2 reveal procedural flaws and possible bad faith on the part of the landlord. By using a misleading address format in Letter 1, the landlord failed to meet the legal requirements for verifiable contact information under Florida Statutes §83.49 and §715.104. The correction in Letter 2 further undermines his credibility, suggesting that the misrepresentation in Letter 1 was intentional. These flaws provide tenants with strong grounds to challenge the validity of the landlord's claims and notices in any legal dispute.

## 5 Analysis of the Lease Agreement's Dual Use of 2649 Tifton St S, Gulfport, FL 33711\*\*

The lease agreement for the property located at 2649 Tifton St S, Gulfport, Florida 33711, exhibits a highly unusual and legally problematic practice by designating this same address as both the leased property and the landlord's address for Luther Rollins, Jr.

This dual use of the same address, appearing in five separate instances across three pages of the lease, raises serious concerns about transparency, accountability, and the landlord's intent to circumvent proper communication channels. This practice is not only unconventional but also a clear indication of bad faith and a potential attempt to create confusion and obfuscation.

**\*\*Specific Instances of Dual Address Use in the Lease:\*\***

### 5.1 Page 1, Section 1: Parties\*\*

Lease Wording:

"This is a lease (the 'Lease') between Luther J. Rollins, Jr. (name and address of owner of the property) 2649 Tifton St S, Gulfport, FL 33711 ('Landlord') and..."

Analysis:

This section explicitly identifies 2649 Tifton St S, Gulfport, FL 33711 as the "address of owner of the property," which is the landlord's address. This is the first instance of the dual use of the same address, creating an immediate conflict of interest and a clear indication of bad faith.

### 5.2 Page 2, Section 2: Property Rented

Lease Wording:

"Landlord leases to Tenant the land and buildings located at 2649 Tifton St S (street address) Gulfport, Florida 33711-3644 (zip code)"

Analysis:

This section identifies the leased property as 2649 Tifton St S, Gulfport, FL 33711-3644, which is the same address as the landlord's address in Section 1. This creates a situation where the landlord's address is also the tenant's leased property, blurring the lines of responsibility and accountability.

### **5.3 Page 3, Section 5: Money Due Prior to Occupancy\*\***

Lease Wording:

"Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to Luther Rollins (name) at 2649 Tifton St S, Gulfport, FL 33711 (address)"

Analysis:

This section reiterates the use of 2649 Tifton St S, Gulfport, FL 33711 as the landlord's address for payment purposes. This reinforces the dual use of the same address, further complicating the communication process and creating a potential conflict of interest.

### **5.4 Page 4, Section 8: Notices**

Lease Wording:

"Zach Steinberger is Landlord's Agent. All notices must be sent to "Landlord" at "Landlord Address" at "2649 Tifton St S" "Luther Rollins at..."

**NOTE:**

"Gulfport, FL 33711" is not included in the address of Page 4, Section 8.

Analysis:

This section explicitly states that all notices to the landlord must be sent to 2649 Tifton St S, Gulfport, FL 33711, which is the same address as the leased property. This creates a situation where the tenant is required to send notices to the same address as the leased property, which is an illogical and legally problematic requirement.

### **5.5 Page 4, Section 10: Maintenance\*\***

Lease Wording:

"Tenant shall notify Luther Rollins (name) at 2649 Tifton St S (address) (if left blank, Landlord at Landlord's address) and (telephone number) of maintenance and repair requests."

Analysis:

This section again uses 2649 Tifton St S, Gulfport, FL 33711 as the landlord's address for maintenance requests. This further reinforces the dual use of the same address, creating a situation where the tenant is required to send maintenance requests to the same address as the leased property, which is an illogical and legally problematic requirement.

### **5.6 Implications of the Dual Address Use:**

Obfuscation and Lack of Transparency:

By using the same address for both the leased property and the landlord, the lease agreement creates a deliberate lack of transparency and obfuscates the true identity



and location of the landlord. This makes it difficult for the tenant to distinguish between the landlord's personal address and the leased property.

Impediment to Communication:

The dual use of the same address creates a situation where the tenant is required to send notices and requests to the same location as the leased property, which is illogical and legally problematic. This makes it difficult for the tenant to ensure that their communications are properly received by the landlord, and it creates a potential for delays and miscommunication.

Circumvention of Statutory Requirements:

The use of the leased property as the landlord's address may be an attempt to circumvent the statutory requirements for providing a proper landlord address. This is a clear indication of bad faith and a deliberate attempt to evade accountability.

Potential for Misdirection and Delay:

The use of the same address for both the leased property and the landlord creates a potential for misdirection and delay in the delivery of important communications. This is a deliberate attempt to create confusion and to make it more difficult for the tenant to exercise their legal rights.

Undermining Tenant Rights:

By using the same address for both the leased property and the landlord, the lease agreement undermines the tenant's right to a clear and direct line of communication with the landlord. This is a clear violation of the tenant's rights and demonstrates a lack of good faith on the part of the landlord.

Evidence of Bad Faith:

The repeated use of the same address for both the leased property and the landlord, across multiple pages of the lease, suggests a deliberate and intentional attempt to create confusion and to evade accountability. This pattern of behavior is a clear indication of bad faith and a deliberate attempt to circumvent the law.

## **6 Legal Significance:**

The dual use of the same address is not a mere oversight; it is a deliberate attempt to create confusion and to make it more difficult for the tenant to exercise their legal rights. This practice is a clear indication of bad faith and a deliberate attempt to circumvent the law.

This practice undermines the tenant's ability to provide proper notice, as the landlord's address is not a valid address for receiving official communications.\* This dual use of the same address is a clear violation of the principles of transparency and accountability, which are fundamental to Florida landlord-tenant law.

## **7 Conclusion:**

The lease agreement's repeated use of 2649 Tifton St S, Gulfport, Florida 33711 as both the leased property address and the landlord's address for Luther Rollins, Jr. is not a mere oversight; it is a deliberate and legally problematic practice.

This dual use of the same address creates a situation where the tenant is required to send notices and requests to the same location as the leased property, which is

illogical and legally problematic. This pattern of behavior demonstrates a clear intent to obfuscate, evade accountability, and undermine the tenant's rights.

This practice is a clear indication of bad faith and a deliberate attempt to circumvent the law. It further supports the tenant's claim that the landlord has acted in bad faith and has violated the tenant's rights under Florida law. Okay, here's a fully exhaustive write-up on the lease's use of 2649 Tifton St S, Gulfport, Florida 33711 as both the leased property address and the landlord's address for Luther Rollins, including the specific lease wording for the landlord address and its implications

#### **Analysis of the Lease Agreement's Dual Use of 2649 Tifton St S, Gulfport, FL 33711**

The lease agreement for the property located at 2649 Tifton St S, Gulfport, Florida 33711, exhibits a highly unusual and legally problematic practice by designating this same address as both the leased property and the landlord's address for Luther Rollins, Jr.

**This dual use of the same address**, appearing in five separate instances across three pages of the lease, raises serious concerns about transparency, accountability, and the landlord's intent to circumvent proper communication channels. This practice is not only unconventional but also a clear indication of bad faith and a potential attempt to create confusion and obfuscation.

### **7.1 Specific Instances of Dual Address Use in the Lease**

#### **Page 1, Section 1: Parties**

**Lease Wording:** *"This is a lease (the 'Lease') between Luther J. Rollins, Jr. (name and address of owner of the property) 2649 Tifton St S, Gulfport, FL 33711 ('Landlord') and..."*

**Analysis:** This section explicitly identifies **2649 Tifton St S, Gulfport, FL 33711** as the "address of owner of the property," which is the landlord's address. This is the first instance of the dual use of the same address, creating an immediate conflict of interest and a clear indication of bad faith.

### **7.2 Page 2, Section 2: Property Rented**

**Lease Wording:** *"Landlord leases to Tenant the land and buildings located at 2649 Tifton St S (street address), Gulfport, Florida 33711-3644 (zip code)."*

**Analysis:** This section identifies the leased property as **2649 Tifton St S, Gulfport, FL 33711-3644**, which is the same address as the landlord's address in Section 1. This creates a situation where the landlord's address is also the tenant's leased property, blurring the lines of responsibility and accountability.

### **7.3 Page 3, Section 5: Money Due Prior to Occupancy**

**Lease Wording:** *"Any funds due under this paragraph shall be payable to Landlord at Landlord's address or to Luther Rollins (name) at 2649 Tifton St S, Gulfport, FL 33711 (address)."*

**Analysis:** This section reiterates the use of **2649 Tifton St S, Gulfport, FL 33711** as the landlord's address for payment purposes. This reinforces the dual use

of the same address, further complicating the communication process and creating a potential conflict of interest.

## 7.4 Page 4, Section 8: Notices

**Lease Wording:** “*Zach Steinberger is Landlord’s Agent. All notices must be sent to 2649 Tifton St S, Luther Rollins at...*”

**Analysis:** This section explicitly states that all notices to the landlord must be sent to **2649 Tifton St S, Gulfport, FL 33711**, which is the same address as the leased property. This creates a situation where the tenant is required to send notices to the same address as the leased property, which is illogical and legally problematic.

## 7.5 Page 4, Section 10: Maintenance

**Lease Wording:** “*Tenant shall notify Luther Rollins (name) at 2649 Tifton St S (address) (if left blank, Landlord at Landlord’s address) and (telephone number) of maintenance and repair requests.*”

**Analysis:** This section again uses **2649 Tifton St S, Gulfport, FL 33711**, as the landlord’s address for maintenance requests. This further reinforces the dual use of the same address, requiring the tenant to send maintenance requests to the same address as the leased property, which is illogical and legally problematic.

## 7.6 Implications of the Dual Address Use

### Obfuscation and Lack of Transparency

By using the same address for both the leased property and the landlord, the lease agreement creates a deliberate lack of transparency and obfuscates the true identity and location of the landlord. This makes it difficult for the tenant to distinguish between the landlord’s personal address and the leased property.

### Impediment to Communication

The dual use of the same address creates a situation where the tenant is required to send notices and requests to the same location as the leased property, which is illogical and legally problematic. This makes it difficult for the tenant to ensure that the landlord properly receives their communications and creates a potential for delays and miscommunication.

### Circumvention of Statutory Requirements

Using the leased property as the landlord’s address may be an attempt to circumvent the statutory requirements for providing a proper landlord address. This is a clear indication of bad faith and a deliberate attempt to evade accountability.

### Potential for Misdirection and Delay

The use of the same address for both the leased property and the landlord can lead to misdirection and delay in the delivery of important communications. This is a deliberate attempt to create confusion and make it more difficult for the tenant to exercise their legal rights.

### Undermining Tenant Rights

The lease agreement uses the same address for both the leased property and the landlord, undermining the tenant’s right to a clear and direct line of communication

with the landlord. This is a clear violation of the tenant's rights and demonstrates a lack of good faith on the part of the landlord.

#### **Evidence of Bad Faith**

The repeated use of the same address for both the leased property and the landlord across multiple pages of the lease suggests a deliberate attempt to create confusion and evade accountability. This pattern of behavior is a clear indication of bad faith and a deliberate attempt to circumvent the law.

#### **Legal Significance**

The dual use of the same address is not a mere oversight; it is a deliberate attempt to create confusion and make it more difficult for the tenant to exercise their legal rights. This practice clearly indicates bad faith and a deliberate attempt to circumvent the law.

This practice undermines the tenant's ability to provide proper notice, as the landlord's address is not valid for receiving official communications. This dual use of the same address clearly violates the principles of transparency and accountability, which are fundamental to Florida landlord-tenant law.

#### **Conclusion**

The lease agreement repeatedly uses **2649 Tifton St S, Gulfport, Florida 33711**, as both the leased property address and the landlord's address for Luther Rollins, Jr. This is not a mere oversight; it is a deliberate and legally problematic practice.

This dual use of the same address creates a situation where the tenant must send notices and requests to the same location as the leased property, which is illogical and legally problematic. This pattern of behavior demonstrates a clear intent to obscure, evade accountability, and undermine the tenant's rights. This practice clearly indicates bad faith and a deliberate attempt to circumvent the law. It further supports the tenant's claim that the landlord has acted in bad faith and has violated the tenant's rights under Florida law.

This format ensures clean readability and proper organization for use in Monster-Writer.