

October 1, 2024  
Via USPS Certified Mailed  
Stephen Boerner & Melissa Bemer  
424 N. New Street, Bethlehem, pa. 18018

SECURITY DEPOSIT 2649 TIFTON ST.S., GULFPORT, FL

DEAR STEPHEN AND MELISSA,

THIS IS FORMAL NOTICE OF MY INTENTION TO IMPOSE A CLAIM FOR DAMAGES IN THE AMOUNT OF \$4,500.00 AGAINST YOUR SECURITY DEPOSIT. THIS CLAIM IS DUE TO LANDLORD INSPECTION AND REALTOR'S INSPECTION ON OR ABOUT SEPTEMBER 4, 2024. WHEREUPON REVIEW OF THE PREMISES REVEALED:

EXCESSIVE GARBAGE AND TRASH IN THE FRONT AND REAR YARDS, SPOILING FOOD IN THE REFRIGERATOR, DAMAGE TO THE WALLS OF THE PREMISES, UNAUTHORIZED HANGING LIGHTS, UNAUTHORIZED REMOVAL OF WOOD CABINETS, SHELVING, COUNTERS, AND OTHER ALTERATIONS WITHOUT LANDLORD CONSENT; UNAUTHORIZED WHITEBOARD AFFIXED TO EXTERIOR WALL OF THE PREMISES; MISSING AND DAMAGED ARTWORK, FURNISHINGS, AND HOUSEWARES INVENTORY LIST ITEMS

ADDITIONALLY, TENANT PERSONAL PROPERTY WAS LEFT IN THE HOUSE, GARAGE, TIKI HUT, AND FRONT AND REAR YARDS. UNAUTHORIZED CUTTING BY TENANT OF THE LEGACY JACKFRUIT TREE IN THE REAR YARD MAY CAUSE THE TREE TO BECOME DISEASED, WITHER AND/OR DIE. TENANT STAYED IN THE PREMISES SEVERAL DAYS BEYOND THE LEASE EXPIRATION DATE AND CAUSED THE LANDLORD TO BE UNABLE TO SHOW OR RELET THE PREMISES DUE TO TENANT EXTENDED OCCUPANCY AND OVERALL UNCLEAN CONDITION. EXTENSIVE CLEANING BE WILL BE REQUIRED TO RESTORE THE PREMISES TO THE STANDARD AND CONDITION THAT IT WAS IN WHEN THE TENANTS MOVED IN AT THE START OF THE LEASE.

This notice is sent to you as required by Sec. 83.49 (c) Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you received this notice, or I will be authorized to deduct the amount stated above from your security deposit. Your objection, if any, must be sent to LUTHER ROLLINS, AMARLU ENTERPRISES, 231 GOVERNMENT AVE. S.W., #3097, HICKORY, NC. 28603.

Sincerely,

*Luther J. Rollins Jr.*

Luther J. Rollins, Jr.

(Landlord/owner)

**From:** Zach Steinberger zach.steinberger@compass.com  
**Subject:** 2849 Tifton St S - Final Report  
**Date:** September 5, 2024 at 3:53 PM  
**To:** Luther Rollins luther2law@gmail.com

Hi Luther,

I have completed my final inspection of the property and have concluded that there are multiple missing items from the inventory list, the tenant stayed beyond the end of the lease date, personal property was left on the premises that will be required to be disposed of, and there was extensive damage to the property that will result in substantial losses to you as the landlord.

With all of that being said, it is my professional opinion to not refund the security deposit held by you as the landlord, seeing as you will spend much more than the \$4,500 deposit to bring the property back to the standard and condition that it was in when tenants moved in to the property.

Regards,

Zach

--

Zach Steinberger

m: 941.539.7253

email: zach.steinberger@compass.com

to go back in time for context, i've copied and pasted the reponse i issued certified mail after landlord sent claim of deposit of the full amount of 4500\$ security deposit . below is the landlord initial claim on security deposit which florida allows 30 days, not 15 to issue and a window of time the landlord did in fact meet. my response required 15 days to response which in fact i did. we'll start here, then build more detail in

landlord claim on security deposit letter:

THIS IS FORMAL NOTICE OF MY INTENTION TO IMPOSE A CLAIM FOR DAMAGES IN THE AMOUNT OF \$4,500.00 AGAINST YOUR SECURITY DEPOSIT. THIS CLAIM IS DUE TO LANDLORD INSPECTION AND REALTOR'S INSPECTION ON OR ABOUT SEPTEMBER 4, 2024. WHEREUPON REVIEW OF THE PREMISES REVEALED: EXCESSIVE GARBAGE AND TRASH IN THE FRONT AND REAR YARDS, SPOILING FOOD IN THE REFRIGERATOR, DAMAGE TO THE WALLS OF THE PREMISES, UNAUTHORIZED HANGING LIGHTS, UNAUTHORIZED REMOVAL OF WOOD CABINETS SHELVING, COUNTERS, AND OTHER ALTERATIONS WITHOUT LANDLORD CONSENT; UNAUTHORIZED WHITEBOARD AFFIXED TO EXTERIOR WALL OF THE PREMISES; MISSING AND DAMAGED ARTWORK, FURNISHINGS, AND HOUSEWARES INVENTORY LIST ITEMS. ADDITIONALLY, TENANT PERSONAL PROPERTY WAS LEFT IN THE HOUSE, GARAGE, TIKI HUT, AND FRONT AND REAR YARDS. UNAUTHORIZED CUTTING BY TENANT OF THE LEGACY JACKFRUIT TREE IN THE REAR YARD MAY CAUSE THE TREE TO BECOME DISEASED, WITHER AND /OR DIE. TENANT STAYED IN THE PREMISES SEVERAL DAYS BEYOND THE LEASE EXPIRATION DATE AND CAUSED THE LANDLORD TO BE UNABLE TO SHOW OR RELET THE PREMISES DUE TO TENANT EXTENDED OCCUPANCY AND OVERALL UNCLEAN CONDITION. EXTENSIVE CLEANING BE WILL BE REQUIRED TO RESTORE THE PREMISES TO THE STANDARD AND CONDITION THAT IT WAS IN WHEN THE TENANTS MOVED IN AT THE START OF THE LEASE.

Letter accompanied by email from paralegal to landlord and local realtor Zach Steinberger:

From: Zach Steinberger zach.steinberger@compass.com Subject: 2649 Tifton St S – Final Report

Date: September 5, 2024 at 3:53 PM

To: Luther Rolling luther2law@gmail.com

I have completed my final inspection of the property and have concluded that there are multiple missing items from the inventory list, the tenant stayed beyond the end of the lease date, personal property was left on the premises that will be required to be disposed of, and there was extensive damage to the property that will result in substantial losses to you as the landlord.

it is my professional opinion to not refund the security deposit held by you as the landlord, seeing as you will then the \$4,500 deposit to bring the property back to the standard and condition that it was in when tenants moved in

-Zach

**\*\*Below is my tenant dispute letter in response to claim on security deposit letter received from landlord and his paralegal:\*\***

October 18th, 2024

Stephen Boerner  
424 North New St  
Bethlehem, PA 18018

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Luther J. Rollins, Jr.  
Amarlu Enterprises  
231 Government Ave. S.W., #3097  
Hickory, NC 28603

RE: LANDLORD'S CLAIM ON SECURITY DEPOSIT

RE: FORMAL DISPUTE: TENANT'S DEMAND FOR COMPENSATION RELATED TO  
ILLEGAL HANDLING OF TENANT'S PERSONAL PROPERTY

Property Address: 2649 TIFTON ST. S. GULFPORT, FL 33711

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## I. Opening Statement

Dear Mr. Rollins:

This letter serves as a formal response, and dispute, to your "Notice of Intention to Impose Claim on Security Deposit" (hereinafter referred to as "the Notice") dated October 1, 2024, mailed October 2, 2024, and received by me, Stephen Boerner, the prior tenant, on October 5, 2024.

Pursuant to Florida Statute §83.49(3)(b), a written response is being sent on Friday, October 18th, 2024, via USPS Certified Mail within the legally 15-day timeframe allotted for a tenant's response and



constitutes a formal dispute to your claims on deposit.

Additionally, I am delivering herein my claims against you, the landlord, for illegal handling of personal property.

This letter outlines in detail the legal and factual basis for my dispute, addresses each of your claims individually, provides detail supporting my claims against you, the landlord, and proposes options for resolution.

## II. Overview of Claim on Deposit:

Your Notice purports to justify withholding my entire security deposit of \$4,500 based on an inspection allegedly conducted "on or about September 4, 2024." The Notice lists several claims of damage or issues with the property as follows:

- Excessive garbage and trash in the front and rear yards
- Spoiling food in the refrigerator
- Damage to the walls of the premises
- Unauthorized hanging lights
- Unauthorized removal of wood cabinets, shelving, counters, and other alterations without landlord consent
- Unauthorized whiteboard affixed to exterior wall of the premises
- Missing and damaged artwork, furnishings, and housewares inventory list items
- Tenant personal property left in the house, garage, tiki hut, and front and rear yards
- Unauthorized cutting by tenant of the legacy jackfruit tree in the rear yard (may cause the tree to become diseased, wither and/or die)
- Tenant stayed in the premises several days beyond the lease expiration date
- Caused the landlord to be unable to show or relet the premises due to tenant extended occupancy and overall unclean condition
- Extensive cleaning will be required to restore the premises to the standard and condition that it was in when the tenants moved in at the start of the lease

I will address individually in its dedicated section of this letter. However, before delving into the specific claims, it is necessary to address the overall deficiencies in your Notice and actions, which render your claim on my security deposit legally invalid.

Given the seriousness of these issues and the clear violations of Florida law, I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution as outlined in Section VIII of this letter.

Failure to respond within this timeframe may result in legal action to recover my security deposit and damages for unlawful retention of personal property.

### III. Detailed Rebuttal of Your Claims & Non-Compliance with Florida Statute §83.49(3)

#### A. Failure to Provide Proper Notice

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

##### Lack of Specificity and Itemization:

While Florida law does not require a fully itemized breakdown of every cost, it does require enough specificity so the tenant can make an informed response. Your Notice is overly vague, making it impossible for me to adequately assess or respond. Based on my general recollection of the property, I will address each claim, though I am limited by the lack of detail provided in your Notice.

#### 1. Excessive Garbage and Trash in the Front and Rear Yards

##### Response:

Your claim of “excessive garbage and trash” lacks any specific details regarding the amount, location, or cost of removal, leaving me with little to rely on other than my own recollection. Based on my memory, any trash present at the time of my departure was placed in the appropriate area for collection, and any excess trash was the result of a garbage collection delay that was beyond my control. I had arranged for additional removal services that were subsequently canceled due to a [storm, municipal delay, etc.]. Without clear evidence or photos of the trash, I cannot be sure what your claim refers to, and therefore, I dispute this charge as speculative.

#### 2. Spoiled Food in the Refrigerator

##### Response:

The allegation of “spoiled food” is similarly vague. You have provided no photos, description of the extent of the issue, or costs related to the cleanup. From what I can recall, there were a few perishable items left in the refrigerator, but nothing that would have caused significant damage or required anything beyond standard cleaning, which is typically included in turnover between tenants. Again, without supporting documentation, I can only rely on my recollection,

and I dispute the necessity of withholding a portion of the security deposit for what seems like a minor issue.

### 3. Damage to the Walls of the Premises

Response:

Your Notice references "damage to the walls," but it provides no details regarding which walls were affected, the nature of the damage, or whether it was interior or exterior. Based on my memory, I recall minor scuff marks on some walls, which are typical wear and tear for a one-year tenancy. Florida law is clear that tenants are not liable for normal wear and tear (see *Fipps v. Robinson*, 612 So.2d 689 (Fla. 1st DCA 1993)). Without specifying where or what kind of damage you're referring to, I cannot address this claim in any meaningful way. Your lack of detail prevents me from fully responding, and as such, I dispute this charge.

I deny causing any damage to the walls beyond normal wear and tear. Without specific details or photographic evidence, it is impossible to assess the validity of this claim.

Furthermore, Florida law (e.g., *Fipps v. Robinson*, 612 So.2d 689 (Fla. 1st DCA 1993)) establishes that tenants are not responsible for normal wear and tear.

### 4. Unauthorized Hanging Lights

Response:

I recall installing temporary hanging lights, which were non-permanent and removed prior to vacating. The claim of damage caused by these lights is unclear—was there any specific damage documented? As you have not provided photos or a description of what this damage entailed, I am left to rely solely on my memory, which tells me that no damage was left behind from these lights. I can only conclude that any minor marks would fall under normal wear and tear, which is not chargeable to the tenant under Florida law.

Further, these lights are located on the personal property Addendum outlining all personal property that falls under the full list of illegal held, and converted, personal property as your Notice mentions personal property left behind pointing to the landlord burden to respond accordingly with written notice for removal that was not met by you, the landlord.

### 5. Unauthorized Removal of Wood Cabinets, Shelving, Counters, and Other Alterations Without Landlord Consent

Response:

You claim that I made unauthorized alterations, such as the removal of cabinets or shelving.

Without specifics, I, nor a overriding court authority, can not appraise this claim.

I require photographic evidence of the alterations—I am unable to properly assess this claim. Based on my recollection, there were poorly fixed, unusable fixtures were altered, and therefore, I dispute a portion of the claim as unsupported and speculative.

#### 6. Unauthorized Whiteboard Affixed to Exterior Wall of the Premises

Response:

While I do recall using a temporary whiteboard, it was attached with non-permanent methods and was not removed before vacating the property. This was not trash nor abandoned property, nor was it "affixed" as it was hanging on a shelf, built accordingly, to avoid affixation to exterior walls.

Your claim, stating "affixed" is incorrect and fails to explain whether the issue is damage to the wall or simply the use of the whiteboard declaring "affixed" as the assumed reason for such a claim, which it was not.

Since no documentation or photos of the wall have been provided, I can only rely on my memory, which tells me that no damage was caused by this, and personal property left mishandled. I therefore dispute this claim.

#### 7. Missing and Damaged Artwork, Furnishings, and Housewares Inventory List Items

Response:

Your Notice mentions "missing and damaged artwork, furnishings, and housewares," but it does not specify which items were allegedly missing or damaged. At no point was I provided with an inventory list during my tenancy, and I cannot recall any specific items being damaged or removed. Without an inventory list or photos to reference, this claim is entirely speculative, and I have no way to assess the accuracy of the allegation. As such, I dispute this claim.

#### 8. Tenant Personal Property Left in the House, Garage, Tiki Hut, and Front and Rear Yards



Response:

While I made several documented attempts to retrieve my personal property, many of which went ignored (see Addendum C), I cannot recall leaving significant items behind that would have necessitated disposal.

However, your Notice does not provide any details on what personal property was left or the cost of removal, making it impossible for me to confirm the validity of this claim. Without documentation, I dispute this charge.

#### 9. Unauthorized Cutting by Tenant of the Legacy Jackfruit Tree in the Rear Yard

Response:

I recall pruning the jackfruit tree for safety reasons, as it was overgrown and posed a risk to the yard. This action was in line with the maintenance responsibilities I took on after prior maintenance requests to the landlord were unmet and unresponded to such as a kitchen sink in, or around October 2023, that you failed to act on resulting on me, the tenant, taking on the responsibility to make the kitchen sink usable again. This is in addition to your mention of installing a new fence gate to prevent further intruders from easily entering the backyard, and subsequently our home, which did occur on March 26th, 2024. You responded by verbally agreeing to a new fence, that the existing fence gate was deteriorated, and used verbiage of "metal fence door with lock" that we relied on. No action was taken after the attempted burglary on the fence gate which remained loose, accessible, and dangerous. For these reasons, I tended to the safety issue of hanging branches over heavily used areas in the backyard, and branches encroaching on powerlines leading the house.

I've included a copy of the police report from the March 26th, 2024 incident I alluded to.

You claim that this could cause the tree to become diseased, but you have provided no expert assessment or evidence to support this claim. Pruning a tree for safety reasons is reasonable under Florida law, and without specific documentation or photos showing damage, I dispute this claim.

#### 10. Tenant Stayed in the Premises Several Days Beyond the Lease Expiration Date

Response:

I vacated the premises on September 2nd, 2024. I provided detail to your proxy that movers had canceled the day of due to the large storm

that arrived. In addition, I provided details of our next location of stay being cancelled the day of, also due to storm, the same storm that delayed garbage collection from the City of Gulfport, FL. Further, I outlined mental health issues this caused and the subsequent panic attack I endured.

Your claim that I stayed beyond the lease term is accurate, but to point to any dollar amount associated to this line item does not exist, and if it did, is unsubstantiated.

I dispute this charge in full.

11. Caused the Landlord to Be Unable to Show or Relet the Premises Due to Extended Occupancy and Unclean Condition

Response:

There is no documentation supporting your claim that the property was "unclean" or that I caused a delay in reletting, so I dispute this claim in full.

12. Extensive Cleaning Will Be Required to Restore the Premises to the Condition It Was In at Move-In

Response:

Your statement that "extensive cleaning will be required" is speculative and vague. Based on my recollection, the property was left in clean condition, and any minor cleaning required is part of the normal turnover process between tenants. Given that the property was relisted almost immediately, any extensive cleaning claims seem unwarranted. I dispute this claim as speculative and unsupported by any documentation, such as cleaning invoices or before-and-after photos.

I am willing to take responsibility for minor, admitted issues, only on the basis that photographic evidence showing before and after evidence, is provided

However, the vast majority of your claims are too vague, unsupported by evidence, or speculative in nature. Without the necessary specifics or documentation, I cannot adequately evaluate or agree with your claims, and therefore, I formally dispute the majority of the deductions. Further, they point to an inventory list that was never provided, formerly or informally, nor was it included in the mutually signed lease agreement.

If necessary, I am prepared to pursue this matter further, as Florida law requires landlords to provide specific and supported claims when

withholding a tenant's security deposit.

#### Unauthorized Use and Conversion of Personal Property

As of mid-October 2024, I am aware that my personal belongings, specifically including my Weber Spirit E-310 Propane Grill and other items, remain on the property. Despite multiple documented requests to retrieve these items, which were ignored (see Addendum C), the property is now being marketed with amenities that include "barbequing" in the backyard.

I have attached screenshots (see Addendum D) of the current rental listing, which explicitly mentions "barbequing" as an amenity. Notably, this was not advertised in the rental listing when I originally leased the property last year, indicating that my personal grill is being used to promote the property to new tenants.

This constitutes unauthorized use and conversion of my personal property under Florida law. Conversion occurs when someone unlawfully exercises control over another person's property in a manner inconsistent with the owner's rights. Your failure to allow me to retrieve my property and the ongoing marketing of that property without my consent makes you liable for conversion.

#### IV. Invalidity of Claims Due to Lack of Inventory List

Your Notice references "missing and damaged artwork, furnishings, and housewares inventory list items." However, this claim is invalid and unenforceable for the following reasons:

##### No Specific Inventory List Provided:

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

##### Absence of Separate Inventory Documentation:

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

##### Lack of Baseline for Comparison:

Without an initial, itemized inventory, it is impossible to

substantiate claims of missing or damaged items. There is no baseline against which to compare the condition of the property at the end of the tenancy.

#### Unreasonable Accountability:

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

#### Burden of Proof:

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

Legal Precedent: In *Johnson v. Baker*, 388 So.2d 1056 (Fla. 4th DCA 1980), the court held that without an inventory or evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages. This principle extends to claims of missing items as well.

Furthermore, in *Durene v. Alcime*, 448 So.2d 1208 (Fla. 3d DCA 1984), the court emphasized the importance of proper documentation in landlord-tenant disputes. The absence of a detailed inventory list significantly weakens any claim related to personal property items.

#### C. Request for Disclosure of Security Deposit Details:

Pursuant to Florida Statute §83.49(2), and as included in the signed lease agreement on page 10 of 20, which requires landlords who own or manage five or more rental units to disclose the location and status of the security deposit within 30 days of receiving it, which was not provided to me, the tenant, I hereby request that you confirm:

- The number of rental units you own or manage in the state of Florida.
- Whether my security deposit was placed in a separate bank account, and if so, whether the account is interest-bearing or non-interest-bearing.

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

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

It is crucial to note that your failure to address maintenance issues

began early in the tenancy and established a pattern of negligence that influenced my subsequent actions regarding property maintenance. As detailed in Addendum A, which provides a comprehensive timeline of maintenance requests and actions taken during the tenancy:

#### Initial Maintenance Request Ignored:

On or about October 2023, at the early onset of the lease, I encountered a severely clogged kitchen sink drain, rendering the left portion of the two-bucket sink unusable. I promptly submitted a maintenance request regarding this issue.

#### Tenant's Reasonable Response:

Given the urgency of the problem and your lack of response, I was forced to address the issue myself. Using my basic knowledge of clogged plumbing systems and a \$15 liquid solution, I successfully unclogged the drain and restored functionality to the sink.

#### Established Pattern of Landlord Negligence & Justification for Tenant's Actions:

This early instance of neglect set a precedent for how I had to handle future maintenance issues. Your demonstrated unwillingness to comply with your legal obligations to maintain the premises under Florida Statute §83.51 led me to take on necessary maintenance tasks to ensure the habitability of the property.

#### Extreme Reasoning for Tenant's Reasonable Response:

In addition, the previously mentioned break-in on March 26th, 2024 provided extremely valid concern for tenant safety. You mentioned action you would take, but did not. Further, as seen in the text message documentation, I proposed acting independent of you, proposing the installation of Ring Security cameras.

Your response, as shown, was to allow it, but on the condition of "no screwing." This was a ridiculous response to one of my two inquiring. The second inquiry was around our safety and the need for better fence gates. That went ignored in your response. You only addressed the request for security cameras, similar cameras that seemingly every neighbor on Tifton ST. South has – for good reason.

This pattern of negligence, unresponsiveness, over committing to actions that were never performed provide solid ground as to why taking our own safety measure, including maintenance only related to potential power outages due to unattended, sagging branches was an action performed with just cause, by the tenant, Stephen Boerner, as outlined herein. I understood that our safety and maintenance needs were a low priority based on actions observed which lowered any

reasonable expectations for future support.

#### Timeline of Events:

Please refer to Addendum C for a detailed timeline (documented in text messages between Luther Rollins and Stephen Boerner, of maintenance requests, follow-ups, and actions taken throughout the tenancy. Due to Apple overwriting text messages prior to the start of 2024, the sink incident is not documented, but a subpoena would support this claim.

This timeline is supported by email correspondence, text messages, and receipts, all of which are included in Addendum C.

This pattern of negligence not only violates Florida Statute §83.51 but also demonstrates a breach of the implied warranty of habitability. It provides context for my actions throughout the tenancy and should be considered when evaluating any claims against the security deposit.

### V. Violation of Florida Statute §715.104 Regarding Personal Property

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

Your actions regarding my personal property left on the premises are in direct violation of Florida Statute §715.104(1), which states:

"After taking possession of the premises... the landlord shall give written notice to the former tenant... stating that the property is considered abandoned and that the landlord intends to dispose of it if not claimed."

You have failed to comply with this statute in the following ways:

You did not provide the required written notice regarding abandoned property.

You failed to respond to my multiple written requests, dated September 25, 2024, and September 27, 2024, for access to retrieve my personal property.

Your failure to provide the required notice and your lack of response to my documented attempts to retrieve my property constitute a clear violation of the statute.

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

Your new rental listing advertises amenities that include my personal property, specifically my Weber Spirit E-310 Propane Grill. This



constitutes unauthorized use and conversion of my property.

Legal Precedent:

In *Goodwin v. Alexatos*, 584 So.2d 1007 (Fla. 5th DCA 1991), the court held that unauthorized retention and use of another's property constitutes conversion, entitling the owner to recover the property's value and potentially punitive damages.

C. Liability for Damages

Under Florida Statute §715.109:

"A landlord who does not comply with this part shall be liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action."

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

VI. Proposed Options for Resolution

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

VIII. Proposed Options for Resolution

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

Option 1: Immediate Settlement

- Payment to Me:
- Full Value of Personal Property: \$4,210.62
- Half of Security Deposit: \$2,250.00
- Total Payment: \$6,460.62
- No Further Action: Upon receipt of this payment, I will consider the matter fully resolved and will not pursue additional legal action regarding this issue.

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

Option 2: Full Compliance and Reconciliation

- Burden of Proof: You provide a comprehensive, itemized list substantiating all your claims and allegations, including:
  - Detailed Itemization: Specific damages and associated costs.
  - Supporting Documentation: Receipts, invoices, photographs, and any relevant evidence.

- Inventory List: A complete inventory of items allegedly missing or damaged.
- Adjust Claims Accordingly: We reconcile any discrepancies based on the provided evidence. You return any unsubstantiated portion of the security deposit and address the issue of my personal property.
- Legal Compliance: Ensure full adherence to Florida statutes in all communications and actions to avoid litigation.

This option requires significant effort on your part to meet the full burden of proof as mandated by law.

### Option 3: Legal Action

- No Response or Inadequate Resolution: If you do not respond appropriately within the 15-day period, I will proceed with legal action.
- Claims Sought in Litigation:
- Full Security Deposit: \$4,500.00
- Value of Personal Property: \$4,210.62
- Total Amount Sought: \$8,710.62
- Additional Remedies:
- Statutory Damages: Potentially exceeding \$13,500.00 under Florida Statutes §§83.49 and 715.104.
- Attorney's Fees and Court Costs
- Punitive Damages: For willful and malicious conduct.

I am prepared to file a claim at the county level, outside of small claims court, to pursue the full extent of damages allowable under the law.

This option provides a structured environment for resolving our differences without resorting to litigation.

### VII. Conclusion and Next Steps

Given the seriousness of the violations outlined in this letter and the potential legal consequences, I strongly urge you to carefully consider the proposed options for resolution. Your failure to comply with Florida law regarding security deposits and personal property puts you at risk of significant financial penalties and legal action.

I request that you respond to this letter within 15 days of receipt, indicating your preferred option for resolution. If I do not receive a satisfactory response within this timeframe, I will have no choice but to pursue legal remedies, including but not limited to:

1. Filing a complaint with the Florida Department of Business and Professional Regulation.
2. Initiating a small claims court action for the return of my security deposit and the value of my personal property.
3. Seeking treble damages as allowed under Florida Statute §83.49(3)(c).
4. Pursuing additional damages for conversion of personal property.

I sincerely hope we can resolve this matter amicably and avoid the need for legal action. However, I am prepared to vigorously defend my rights as a tenant under Florida law if necessary.

Please direct all future communication regarding this matter to me in writing at the address provided at the beginning of this letter.

Sincerely,

Stephen Boerner

Enclosures:

Addendum A: Timeline of Maintenance Requests and Actions  
Addendum B: Itemized List of Personal Property Left on Premises  
Addendum C: Supporting Documentation (emails, text messages, receipts)  
Addendum D: Current Ads for 2649 Tifton St. St., Gulfport, FL 33711  
Addendum E: Police Report, March 26th, 2024

## Addendum A: Timeline of Maintenance Requests and Actions

On or about October 23, the left side of a kitchen sink was clogged severely rendering it useless Stephen Boerner the tenant reached out to Luther Rollins via text but multiple days went by without resolution. Ultimately, the tenant ceased request located the required solution for a price of \$15 later finding similar solution on the home premises mixed with many other cleaning supplies where in the landlord could have provided information as to location of this cleaning supply to avoid unnecessary expense on the tenants behalf. It took a week of multiple usages to render the sink unclogged where an appropriate action would have been a local plumber to expedite the issue right away.

On March 26, 2024, the residence located at 2649 Tifton St. S. in Gulfport, FL 33711 was trespassed by an individual who entered from the rear entry by easily opening and stepping through the decayed and ineffective left side gate intended to prevent outside entry. The perpetrator then proceeded to enter the home office, causing damage to the office desk and attempting to steal electronics. The whereabouts of the perpetrator were revealed when they stood at the doorway of Melissa Bemer, the wife of Stephen Boerner. At that moment, the tenants' dog vocally frightened the perpetrator, who then tried to leave through the back door but was confronted by tenant Stephen Boerner, rendering the perpetrator immobile.

On March 26, 2024 Stephen Boerner contacted Luther Rollins they engaged in a conversation where Luther spoke to his known awareness of the decaying side gates and mentioned that metal would probably be the best option Stephen Boerner the tenant was left thinking this solution and whether metal or just a solid door to replace a decay door was emotion that would take place and it was mentioned in a follow-up text message shown in the appropriate addendum here in where it was ignored

addendum B shows a chart of many line items of personal belongings. after depreciation, the calculated value was demonstrated with evidence to be \$4,210..62

addendums B & C – all text communication wtih supporting evidence

Messages – Luther Rollins

Hi Luther,

Melissa will meet you at 1pm.

I will not be able to make it, but wanted to thank you again for thinking of us. We really appreciate it. Sunday just became much more exciting and Melissa was thrilled.

Enjoy the rest of your Sunday and we will sync up shortly.

Hope you're having a good move in. Call if you have any questions.  
Luther & Mary

Thank you! We are feeling right at home and very happy to be settling in. No question come to mind. I will certainly reach out as needed

Happy Thanksgiving:

Hope all is well and you are enjoying the house & life in Gulfport!!!

We are loving it! House is great and we always busy going somewhere fun and really enjoying being here. Happy Thanksgiving to you as well

certainly not today, but would you mind sharing the process for paying monthl ent? We can't find that in our notes whether sending digitally or check by mai Flexible in general to your preference

No problem.

Will send you mailing info. Glad you are enjoying everything. d@

Hi Luther, please share the best way to expedite monthly rent payment

fil sent you a Priority mail with pig. with addressed envelopes and instruction or sending rent checks to me. Pls. let me know if you have not received Thanks!

Ah ok thanks for telling me we were away and just walked in the house. I will absolutely take care of this. I wasn't sure the process you preferred

If I missed this prior my apologies

Got the envelopes. Sending tomorrow

Text messag 10/29/23, 11:16 AN

10/31/23, 5:39 PM

Great! Enjoy

10/31/23, 7:46 PM

10/31/23, 10:59 PM

11/23/23, 12:23 PM

11/23/23, 4:13 PM

11/29/23, 7:30 PM

Page 1 of 10

Messages – Luther Rollins

The rent check was mailed yesterday and made it in time to head your way as of yesterday's standard mail delivery.

Now that we have the envelopes and know the system you prefer, timing won't be an issue. Wanted you to know to keep an eye out for it.

That is our "month 2" rental payment. After delivery, we will have paid months 1, 2, and 10 of 10 total months by our records.

Hi Stephen, Thanks!

I will confirm to you in writing when I receive the rent check.

Thank you. That would be great. have a nice weekend

Stephen & Melissa--your Dec. 2023 rent chk for 2649 Tifton was received on

time and much appreciated. ® Thanks, Luther

Next one will arrive earlier

Merry Christmas to you and yours :)

Luther, we just dropped the rent check / envelope for January 2024 in the mail just now. We are in Philadelphia currently so it shouldn't be long

Thanks!

I will be on the lookout for it in the mail. And will confirm when I receive.

Stephen & Melissa,  
Happy New Year! Received your January 2024 rent check #151 on time.  
Thanks!!!

No problem.  
Thanks much!



12/1/23, 4:10 PM

Luther,

12/1/23, 5:33 PM

12/5/23, 5:02 PM

Merry

Christmas!!!

12/25/23, 9:57 AM

Thank you

12/25/23, 12:14 PM

12/28/23, 2:24 PM

12/28/23, 4:52 PM

1/3/24, 5:35 PM

Page 2 of 10

Messages – Luther Rollins

Hi Luther, Thank you the holiday card we really appreciate the kind words and you both being so welcoming. We are really enjoying the home and are looking forward to a continuation of fun and home in Gulfport. What a fantastic community.

Great!

Hopefully we will all have a healthy and prosperous 2024!!! Eagles v. Bucs!

playoff game to start the new year. Life is good! © d

Hi Luther, yes, and I will be there for the game Monday. I'll represent Philly with class, but not TOO much class! ;-)

Also, i wanted to get your advice on the kitchen sink.

It's gradually gotten worse with ongoing clogging on the left side.

I've tried multiple de-clogging products. Some worked but only rarely. Now, nothing really works.

Any little bit of water will sit and drain only after about 24 hours

so we can only effectively use the right side of the sink to avoid water building up on the left.

I'd be happy to run with any handy requirements within the bounds of basic handyman quick fix skills that you may be aware of, but, respectfully, I wouldn't want to tinker with anything more than basic de-cloggers fluids when dealing with plumbing, pipes, etc that don't belong to me.

Open to any insights and advice. Thank you. Everything else is perfect. Loving it

Hi Luther, the rent check went out in yesterday's mail for this month. I also resolved the kitchen drain. She is draining perfectly. No longer an issue. Thank you. Have a good evening :)

Great!!! de  
weake for the update and l will confirm when receive the check. Have a great

we just opened our mailbox and usps did not take our rent envelope address to you. I am taking it to post office tomorrow.

Okay. I'll let you know when I receive it. e

1/8/24, 4:33 PM

1/8/24, 6:10 PM

1/10/24, 8:21 PM

Go birds!

1/25/24, 7:59 PM

1/26/24, 12:22 AM

1/27/24, 7:24 PM

1/29/24, 6:59 AM

Page 3 of 10

Messages - Luther Rollins

Hi,  
Hope all is well.  
February 2024 rent check received today.  
Thank you.®

I'll text you when I receive.  
Thanks!

Great thank you.

Hi Luther, March 2024 rent check went out today. Thank you

Hi,  
Hope you all had a great weekend! Received the rent check on time.  
Thanks

Hi Luther, we had a break-in last night. We are okay and the man was arrested at 3:30am just this morning. The police were on site, report filed, and charges pressed. Initially, it was "trespassing" per the police but I just found evidence he had intent to steal. So I am calling to alter the charges to include Burglary. And we just now discovered minor damage to one piece of furniture in the house. Easier to talk it all through but I'd like to document this with you so you are fully aware

Absolutely. Document with the police and take photos. Glad you are okay and the perpetrator was caught. Please call me today when you are available. We've never had any activity like this in the past.

Attachment stored in iCloud: IMG\_3326.heic (Image)

Attachment stored in iCloud: IMG\_3327.heic (Image)

Attachment stored in iCloud: IMG\_3341.heic (Image)

Attachment stored in iCloud: IMG\_3342.heic (Image)

Attachment stored in iCloud: IMG\_3343.heic (Image)

Attachment stored in iCloud.  
IMG\_3344.heic (Image)

2/1/24, 1:20 PM

2/27/24, 4:00 PM

2/27/24, 6:15 PM

3/3/24, 9:23 PM

3/26/24, 12:02 PM

3/26/24, 3:23 PM

3/26/24, 6:19 PM

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Messages – Luther Rollins

Attachment stored in iCloud: IMG\_3345.heic (Image)

Attachment stored in iCloud.  
IMG\_3348.heic (Image)

Attachment stored in iCloud: IMG\_3317.heic (Image)

That's the bulk of the pictures I took.

Attachment stored in iCloud:  
RPReplay\_Final1711660961.MP4 (Attachment)

We'd also feel safer with metal, lockable gates.

Luther, sharing this rap sheet of the man who entered our home. It's terrifying to press charges even though I told the officer "yes" to charges pressed for trespassing. I don't know if that created a charge or if I have actions to take to do so.

I spoke to an attorney here. After digging in, he advised me to back off, considering he has no assets and acts with violence often. He said I was likely to create risk by going after him, which I didn't like hearing.

The adrenaline has worn off, and we both realize how dangerous the other night was and how lucky we were.

Now, knowing what I know about his background, I'm worried about us living here. I think it will dissipate in time, but I need to decide what to do vs what not to

Either way, I'd like to get cameras to alert us with motion detectors, and I can buy those if you agree. They will be attachable to the exterior but not cameras requiring drilling. Ring cameras have worked for me before.

As of now, they don't lock, and he knows that.

He got a DUI the same night (the police told me), but today, his car is gone from his driveway, so he is driving—no regard for much

And I'm skeptical the DUI was even given as the DUI as the cops seemed to know and like him. His mindset is vengeful, and no one can tell me we aren't on his hit list for pressing trespassing charges. The attorney also said I couldn't prove he intended to steal anything, so

burglary charges won't hold

The perpetrator sounds like a bad person and repeat petty criminal. I hear you and agree it might be best to not press charges. And hopefully never see this guy again. The city and society don't really have a good answer re what punishment for people like that. No respect for others and no interest in rehab I'm okay with you getting motion detector cameras as long as no drilling. Other renters have installed them up here. Also maybe put a plastic sign in the yard that says video surveillance. Might be a deterrent too. Let's hope in the end this is an isolated and 1-time only event. I plan to come down in April and check things.

3/28/24, 5:59 PM

3/28/24, 9:29 PM

Page 5 of 10

Messages – Luther Rollins

Received April 2024 rent check PNC Chk #216.

Thanks!

Look forward to seeing you later this month.

Hi Stephen and Melissa, I will be in St. Pete this Sunday and Monday. Will stop and check on the house and would love to have a coffee or glass of wine with you if your schedule permits. Thanks!

Hi Luther, could we please schedule for Monday and I can meet somewhere for coffee or meet at the house. We have plenty of wine and coffee at the house

We can not do Sunday we have company here that leaves after a dinner Sunday eve. we are hosting currently

But Monday is wide open. Feel free to pick the best time for you.

Sounds good.

I will probably want to briefly check out the front & back yards on Sunday re maintenance.

Ok what time will that be? Can let me know later no rush

Hi Luther, in motion at the moment and just wanted to reply to the voicemail.

Thank you for the notice and all good by us. We are leaving the house in about an hour or closer to 1pm then gone until 5-6pm. My wife may return prior to that but will be inside, if so. You'll see we are having a dinner outback but nothing that will be in your way. Feel

free to take care of things outside and I'll be around tomorrow for inside the house and helping with whatever you need there

Sounds good.

I'm going to check exterior and then I'll be gone today.

Have a great day and will see you in person on tomorrow. ©

Sounds good we are out of the house. Melissa will be dropping Lucy off, but leaving shortly there after so basically will see you tomorrow.

Good morning please let me know what time you'll be arriving today. I am downtown in Gulfport working at a coffee shop but will come back as you're arriving.

Happy Earth Day!

Looks like it will probably be after lunchtime. Around 1:00-1:15.

4/3/24, 1:38 PM

4/3/24, 3:25 PM

4/19/24, 10:11 AM

Great

Will do de

4/19/24, 12:23 PM

4/21/24, 11:33 AM

4/22/24, 8:59 AM

Page 6 of 10

Messages – Luther Rollins

On my way.

See you in a few

Glad you are enjoying the house and Gulfport. Good seeing you today!

Likewise, Luther. Thank you for being a great landlord. Talk soon.

Attachment stored in iCloud: IMG\_4273.MOV (Video)

Luther, who is GeoForce and are they approved to come on property?  
They are digging a hole



My research shows they are allowed due to "utility easement" but I had no heads up and glad I didn't take it too far just a little on edge. They just left

Thanks for the info. Yes the area behind shed and where the utility pole is located is a utility easement, but did they knock or let you know they were going on the property and were going to dig a hole? The backyard is not their easement, so as a courtesy they should let you know they want to go in and

access the utility pole area.  
Pls keep me posted. Thx!! d

Sorry at work couldn't pick up no need to talk. I didn't hear the knock but Lucy barked once I'm just realizing that was probably their knock. I can't 100 percent say they did not knock I just heard them coming through the gates as it is next to the bedroom and was early this am. They were there for 15 minutes in total. After my text to you I saw them at each house on Tifton so seems more okay now. Keeping you in loop seems fine tho

Good letting me know and no problem. Mostly we don't want them to overstep their bounds or leave waste or cause any damage while allegedly making repairs or upgrades. ©

Attachment stored in iCloud: IMG\_4302.MOV (Video)

Luther, hope all is well. When we met at the house here, I mentioned the backyard flood / motion light blinking. It's the reason we keep the light switch inside set to off for the outdoor lights. Naturally, it wasn't doing this when you were here. No rhyme or reason. You'll see it goes completely on when it picked up my motion (I presume) but then I went inside then back out again, and it stayed off. Just wanted to share what I was speaking to when we met here

4/22/24, 1:08 PM

Ok

4/22/24, 2:10 PM

4/24/24, 9:13 AM

4/24/24, 4:32 PM

4/26/24, 8:55 PM

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Messages – Luther Rollins

Hi,  
May 2024 rent check received on time. We appreciate you.  
Have a good weekend!!!®

Thanks, Luther. Likewise.

Hi Luther, I'd like to talk about our upcoming lease renewal. We discussed it briefly. Perhaps we can set up a time. We have interest in a couple options you might consider. One option would be to add two months extension. Our lease is 10 months and concludes August 31st so perhaps we could extend it two months to make it 12 months total. Or, we could renew September 1st and renew for an additional 12 months. Just planting the seed here. Open to talk when you are

Certainly.  
Will in the next few days discuss renewal options with my wife and get back to you. ©d

Hi Steve,  
Had to go up to Boston to see my daughter who had a difficult pregnancy. So out of pocket for a few days. But will definitely talk with you soon about lease renewal and/or extension options. ©d  
Regards, Luther

Zero rush. Starting the conversation earlier than needed. Please, zero rush or need on our end. We wish all the best.

Received June rent chk. on time. Thanks!  
Will talk to you soon about lease extension and renewal ®

Hi Luther, I made a clerical error in managing the account our rent checks pull from. The last check appears to have not processed. Did you experience that as well? If so, I believe that voids the written check. I will promptly send another if that is the case. In the same envelope I will also provide a second check for \$4,500 for the month of July 2024. And we paid August's rent in the down payment at time of lease signing as August is the last month of our lease.

Please respond as soon as possible regarding the June rent payment. I can also FedEx a flat-rate envelope for June and July rent checks to expedite this. Thank you

5/4/24, 11:52 AM

5/9/24, 5:28 PM

5/9/24, 9:13 PM

5/13/24, 5:53 PM

For sure.  
Thanks!

6/3/24, 4:18 PM

6/8/24, 5:16 PM

Ok great thanks

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Messages – Luther Rollins

Hi luther, spoke to melissa. \$4,500/month is higher than we would prefer coming into this phase in life.

She brought up good points i agree with and found an alternative im seeing shortly. Let's call it "nesting." This is where i follow her lead and put my preferences on the back burner. Mamma instinct kickin in which is a beautiful thing to see.

That said, one option she was open to was a 1 or two month extension without the commitment to extend. But the price would need to be less.

I respect, and understand, you and your wife's stance in terms of pricing such a perfect home. For the sake of collecting answers for Melissa, are you open to a decreased monthly cost for 1 or 2 months. If yes, i can take that to Melissa and have an answer no later than Wednesday morning so we can agree or not agree on extending. Not extending at lower monthly for 1-2 months would mean we would move on and say goodbye/thank you and pursue ensuring our security deposit by leaving the home in good standing as it exists today.

Hi Steve,  
Good info and update. I will discuss with my wife shortly and get back to you.

Please keep in mind that the \$4500 was a flat rent and we paid all utilities electric, internet etc. So, not too high for a 2/2 house w/ yard. Did you overnigh the June rent check? This is now 10 days past due.

Thanks!

Luther,

Thank yoy.

Please compensate yourself for our late June payment. I can either send a late fee via check or you can deduct the late fee from the security deposit. Or, however you would prefer. Its not right to be

this late and its my responsibility. No favors please.

The June and July checks were sent via USPS. I asked they be FedEx overnighted but she didnt have time to go inside a fedex and my golf cart is urrently out of commission. Doesnt matter the reasons just know that both Jun and July rent checks are in the mail. Both checks are dated June 10th 2024 s you can deposit July early. Our accounts are restored with more than enough to

Again, i apologize for this. I understand the frustration and any concern. With the June and July check en route to you, once processed, we are all paid up through August 31st as August was paid as part of the first/last/security deposit paid upfront at lease signing.

As of now, we will plan to be out of the house by August 31st as i dont blame you for not wanting to offer discounted months after August 31st when the 10-month lease concludes.

Hi Stephen,  
Thanks for the update. Hope you get the golf cart up and going. Would a discounted one month (Sept.) extender be useful for you & Melissa? Otherwise, we will proceed to end in August as stated in the lease.  
Thanks!

6/10/24, 12:32 PM

6/11/24, 11:37 AM

6/11/24, 3:34 PM

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Messages – Luther Rollins

Thank you for offering. Very generous. What would the discounted price be for september?

I'm sure my wife would agree to a rate of \$125×30 for September. So, it would be total \$3,750

Ok will talk to melissa tonight she works untill 11pm thank you

Good morning,

Thanks again.

Here is my personal email:

Stephen.Boerner@gmail.com

We would like to take you up on the kind offer to extend the original 10-month lease to a single month, the 11th month, and our final month at \$3,750 from September 1st-September 31st 2024 at which time we will not be renewing further. Also, thank you for the kindness and support as we will pay that forward to others, especially renters of ours.

Feel free to share the extension paperwork to my personal email and i will expedite. If youd like payment front, i am happy to send a check sooner than later to ensure we all feel good about it.

Good morning!

I will send you a short written extension letter for you to sign.

Please sign and return promptly.

Thanks!

Received June rent chk PNC Bank #121

And

July rent chk PNC Bank #116 Both deposited today. Thanks!

Sounds good!

Tty tomorrow

6/14/24, 9:50 AM

6/15/24, 8:41 AM

6/15/24, 10:41 AM

6/17/24, 3:48 PM

will thx

6/17/24, 5:35 PM

Great.

Page 10 of 10

Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

Text message 3/26/24 12:02:55 PM EDT

Hi Luther, we had a break-in last night. We are okay and the man was arrested at 3:30am just this morning. The police were on site, report filed, and charges pressed. Initially, it was "trespassing" per the police but I just found evidence he had intent to steal. So I am

calling to alter the charges to include Burglary. And we just now discovered minor damage to one piece of furniture in the house. Easier to talk it all through but I'd like to document this with you so you are fully aware

3/26/24 3:23:22 PM EDT

Luther Rollins (+13142697670)

Absolutely. Document with the police and take photos. Glad you are okay and the perpetrator was caught. Please call me today when you are available. We've never had any activity like this in the past.

3/26/24 6:21:22 PM EDT

That's the bulk of the pictures I took.

Page 1 of 14

Messages - Luther Rollins

+12155300545, stephen.boerner@gmail.com

3/28/24 5:59:48 PM EDT

Luther, sharing this rap sheet of the man who entered our home. It's terrifying to press charges even though I told the officer "yes" to charges pressed for trespassing. I don't know if that created a charge or if I have actions to take to do so.

I spoke to an attorney here. After digging in, he advised me to back off, considering he has no assets and acts with violence often. He said I was likely to create risk by going after him, which I didn't like hearing.

The adrenaline has worn off, and we both realize how dangerous the other night was and how lucky we were.

Now, knowing what I know about his background, I'm worried about us living here. I think it will dissipate in time, but I need to decide what to do vs what not to do.

Either way, I'd like to get cameras to alert us with motion detectors, and I can buy those if you agree. They will be attachable to the exterior but not cameras requiring drilling. Ring cameras have worked for me before.

We'd also feel safer with metal, lockable gates.

As of now, they don't lock, and he knows that.



He got a DUL the same night (the police told me), but today, his car is gone from his driveway, so he is driving—no regard for much.

And I'm skeptical the DUL was even given as the DUL as the cops seemed to know and like him. His mindset is vengeful, and no one can tell me we aren't on his hit list for pressing trespassing charges. The attorney also said I couldn't prove he intended to steal anything, so burglary charges won't hold

3/28/24 9:29:48 PM EDT

Luther Rollins (+13142697670)

The perpetrator sounds like a bad person and repeat petty criminal. I hear you and agree it might be best to not press charges. And hopefully never see this guy again. The city and society don't really have a good answer re what punishment for people like that. No respect for others and no interest in rehab

I'm okay with you getting motion detector cameras as long as no drilling.

Other renters have installed them up here. Also maybe put a plastic sign in the yard that says video surveillance. Might be a deterrent too.

Let's hope in the end this is an isolated and 1-time only event. I plan to come down in April and check things.

Page 2 of 14

Messages – Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

Luther Rollins (+13142697670) Received April 2024 rent check PNC Chk #216.

Thanks!

4/3/24 1:38:31 PM EDT

Look forward to seeing you later this month.

4/3/24 3:25:44 PM EDT

4/19/24 10:11:20 AM EDT

Luther Rollins (+13142697670)

Hi Stephen and Melissa, I will be in St. Pete this Sunday and Monday. Will stop and check on the house and would love to have a coffee or glass of wine with you if your schedule permits. Thanks!

4/19/24 10:17:56 AM EDT

Hi Luther, could we please schedule for Monday and I can meet somewhere for coffee or meet at the house. We have plenty of wine and coffee at the house

Luther Rollins (+13142697670) Sounds good.

4/19/24 10:40:55 AM EDT

We can not do Sunday we have company here that leaves after a dinner Sunday eve. we are hosting currently

4/19/24 10:41:14 AM EDT

But Monday is wide open. Feel free to pick the best time for you.

4/19/24 10:43:48 AM EDT

I will probably want to briefly check out the front & back yards on Sunday re maintenance.

Luther Rollins (+13142697670) Will do d

4/19/24 11:10:44 AM EDT

Ok what time will that be? Can let me know later no rush

4/19/24 12:23:50 PM EDT

Great

Page 3 of 14

Messages – Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

4/21/24 11:33:44 AM EDT

Hi Luther, in motion at the moment and just wanted to reply to the voicemail. Thank you for the notice and all good by us. We are leaving the house in about an hour or closer to 1pm then gone until 5-6pm. My wife may return prior to that but will be inside, if so. You'll see we are having a dinner outback but nothing that will be in your way. Feel free to take care of things outside and I'll be around tomorrow for inside the house and helping with whatever you need there

Luther Rollins (+13142697670)

4/21/24 11:50:20 AM EDT

I'm going to check exterior and then I'll be gone today.  
Have a great day and will see you in person on tomorrow. 0^

4/21/24 12:12:24 PM EDT

Sounds good we are out of the house. Melissa will be dropping Lucy off, but leaving shortly there after so basically will see you tomorrow.

Luther Rollins (+13142697670) Happy Earth Day!

4/22/24 8:59:24 AM EDT

Good morning please let me know what time you'll be arriving today. I am downtown in Gulfport working at a coffee shop but will come back as you're arriving.

4/22/24 9:16:07 AM EDT

Looks like it will probably be after lunchtime. Around 1:00-1:15.

Luther Rollins (+13142697670)

4/22/24 9:16:32 AM EDT

4/22/24 1:08:50 PM EDT

On my way.  
See you in a few

4/22/24 2:10:49 PM EDT

Luther Rollins (+13142697670)  
Glad you are enjoying the house and Gulfport. Good seeing you today!

Ok

Page 4 of 14

Messages – Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

4/22/24 2:12:23 PM EDT

Likewise, Luther. Thank you for being a great landlord. Talk soon.

4/24/24 9:13:59 AM EDT

Luther, who is GeoForce and are they approved to come on property?

They are digging a hole

4/24/24 9:22:00 AM EDT

My research shows they are allowed due to "utility easement" but I had no heads up and glad I didn't take it too far just a little on edge. They just left

4/24/24 4:32:28 PM EDT

Luther Rollins (+13142697670)

Thanks for the info. Yes the area behind shed and where the utility pole is located is a utility easement, but did they knock or let you know they were going on the property and were going to dig a hole? The backyard is not their easement, so as a courtesy they should let you know they want to go in and access the utility pole area. Pis keep me posted. Thx!! d

4/24/24 4:34:48 PM EDT

Sorry at work couldn't pick up no need to talk. I didn't hear the knock but Lucy barked once I'm just realizing that was probably their knock. I can't 100 percent say they did not knock I just heard them coming through the gates as it is next to the bedroom and was early this am. They were there for 15 minutes in total. After my text to you I saw them at each house on Tifton so seems more okay now. Keeping you in loop seems fine tho

4/24/24 4:40:37 PM EDT

Luther Rollins (+13142697670)

Good letting me know and no problem. Mostly we don't want them to overstep their bounds or leave waste or cause any damage while allegedly making repairs or upgrades. ©

4/26/24 8:56:08 PM EDT

Luther, hope all is well. When we met at the house here, I mentioned the backyard flood / motion light blinking. It's the reason we keep the light switch inside set to off for the outdoor lights. Naturally, it wasn't doing this when you were here. No rhyme or reason. You'll see it goes completely on when it picked up my motion (I presume) but then I went inside then back out again, and it stayed off. Just wanted to share what I was speaking to when we met here

Page 5 of 14

Messages – Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

Luther Rollins (+13142697670)

5/4/24 11:52:28 AM EDT

May 2024 rent check received on time. We appreciate you.  
Have a good weekend!!!®

5/4/24 11:52:53 AM EDT

5/9/24 5:28:48 PM EDT

Thanks, Luther. Likewise.

Hi Luther, I'd like to talk about our upcoming lease renewal. We discussed it briefly. Perhaps we can set up a time. We have interest in a couple options you might consider. One option would be to add two months extension. Our lease is 10 months and concludes August 31st so perhaps we could extend it two months to make it 12 months total. Or, we could renew September 1st and renew for an additional 12 months. Just planting the seed here. Open to talk when you are

Luther Rollins (+13142697670) Certainly.

5/9/24 9:13:25 PM EDT

Will in the next few days discuss renewal options with my wife and get back to you. 0

Luther Rollins (+13142697670)

5/13/24 5:53:11 PM EDT

Had to go up to Boston to see my daughter who had a difficult pregnancy. So out of pocket for a few days. But will definitely talk with you soon about lease renewal and/or extension options.\* Regards, Luther

Luther Rollins (+13142697670)

5/13/24 6:28:46 PM EDT

Zero rush. Starting the conversation earlier than needed. Please, zero rush or need on our end. We wish all the best.

5/13/24 6:45:03 PM EDT

For sure.  
Thanks!

Page 6 of 14

Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

6/3/24 4:18:58 PM EDT

Luther Rollins (+13142697670)

Received June rent chk. on time. Thanks!

Will talk to you soon about lease extension and renewal ☺d

6/3/24 4:35:00 PM EDT

6/8/24 5:16:30 PM EDT

Ok great thanks

Hi Luther, i made a clerical error in managing the account our rent checks pull from. The last check appears to have not processed. Did you experience that as well? If so, i believe that voids the written check. I will promptly send another if that is the case. In the same envelop i will also provide a second check for \$4,500 for the month of July 2024. And we paid August's rent in the down payment at time of lease signing as August is the last month of our lease.

Please respond as soon as possible regarding the June rent payment. I can also fedex a flat-rate envelope for June and July rent checks to expedite this. Thank you

6/10/24 12:32:38 PM EDT

Hi luther, spoke to melissa. \$4,500/month is higher than we would prefer coming into this phase in life.

She brought up good points i agree with and found an alternative im seeing shortly. Let's call it "nesting." This is where i follow her lead and put my preferences on the back burner. Mamma instinct kickin in which is a beautiful thing to see.

That said, one option she was open to was a 1 or two month extension without the commitment to extend. But the price would need to be less.

I respect, and understand, you and your wife's stance in terms of pricing such a perfect home. For the sake of collecting answers for Melissa, are you open to a decreased monthly cost for 1 or 2 months. If yes, i can take that to Melissa and have an answer no later than Wednesday morning so we can agree or not agree on extending. Not extending at lower monthly for 1-2 months would mean we would move on and say goodbye/thank you and pursue ensuring our security deposit by

leaving the home in good standing as it exists today.

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Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

Luther Rollins (+13142697670) Hi Steve,

6/10/24 1:31:19 PM EDT

Good info and update. I will discuss with my wife shortly and get back to you. Please keep in mind that the \$4500 was a flat rent and we paid all utilities, electric, internet etc. So, not too high for a 2/2 house w/yard. Did you overnight the June rent check? This is now 10 days past due.

6/11/24 11:37:41 AM EDT

Luther,

Thank yoy.

Please compensate yourself for our late June payment. I can either send a late fee via check or you can deduct the late fee from the security deposit. Or, however you would prefer. Its not right to be this late and its my responsibility. No favors please.

The June and July checks were sent via USPS. I asked they be FedEx overnighted but she didnt have time to go inside a fedex and my golf cart is currently out of commission. Doesnt matter the reasons just know that both June and July rent checks are in the mail. Both checks are dated June 10th 2024 so you can deposit July early. Our accounts are restored with more than enough to cover both checks. Wont have an issue.

Again, i apologize for this. I understand the frustration and any concern.

With the June and July check en route to you, once processed, we are all paid up through August 31st as August was paid as part of the first/ last/security deposit paid upfront at lease signing.

As of now, we will plan to be out of the house by August 31st as i dont blame you for not wanting to offer discounted months after August 31st when the 10-month lease concludes.

6/11/24 3:34:45 PM EDT

Luther Rollins (+13142697670) Hi Stephen,

Thanks for the update. Hope you get the golf cart up and going. Would a discounted one month (Sept.) extender be useful for you & Melissa? Otherwise, we will proceed to end in August as stated in the lease.

6/11/24 3:40:32 PM EDT

Thank you for offering. Very generous. What would the discounted price be for september?

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Messages – Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

6/11/24 4:26:32 PM EDT

Luther Rollins (+13142697670)

I'm sure my wife would agree to a rate of \$125x30 for September. So, it would be total \$3,750

Luther Rollins (+13142697670) Sounds good!

6/11/24 4:27:09 PM EDT

Ok will talk to melissa tonight she works untill 11pm thank you

6/11/24 4:28:00 PM EDT

Luther Rollins (+13142697670) Tty tomorrow

6/11/24 4:28:17 PM EDT

6/14/24 9:50:33 AM EDT

Good morning,

Thanks again.

Here is my personal email:

[Stephen.Boerner@gmail.com](mailto:Stephen.Boerner@gmail.com)

We would like to take you up on the kind offer to extend the original 10month lease to a single month, the 11th month, and our final month at \$3,750 from September 1st–September 31st 2024 at which time we will not be renewing further. Also, thank you for the kindness and support as we will pay that forward to others, especially renters of ours.



Feel free to share the extension paperwork to my personal email and i will expedite. If you'd like payment front, i am happy to send a check sooner than later to ensure we all feel good about it.

6/15/24 8:41:59 AM EDT

Luther Rollins (+13142697670) Good morning!

I will send you a short written extension letter for you to sign. Please sign and return promptly. Thanks!

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Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

Luther Rollins (+13142697670)  
Received June rent chk PNC Bank #121 And  
July rent chk PNC Bank #116 Both deposited today. Thanks!

6/15/24 10:41:36 AM EDT

6/17/24 3:48:32 PM EDT

6/17/24 5:35:33 PM EDT

6/23/24 9:46:56 AM EDT

Good Morning, sorry to bother on a Sunday morning. No urgency needed. Did you snail mail the lease extension? I checked the mail and i do not have it. If sending by email for me to print, sign, return, please send to:

Stephen.Boerner@gmail.com

Luther Rollins (+13142697670)

6/23/24 8:56:11 PM EDT

My home computers had a meltdown this past so had to get some new hardware and software and get it up and running. Not my favorite tasks or expense @  
I will send you the extension tomorrow. Have a good evening.

Luther Rollins (+13142697670) Hi Stephen,

6/24/24 11:37:38 AM EDT

Ok no rush just making sure i didnt miss anything in the mail. I can sign a pdf and return just as easily if sending email is preferred, then just need final executed version with both signatures. If using snail mail, please let me know when to expect it as we dont grab the mail every day. Thanks Luther

6/25/24 5:00:01 PM EDT

U.S. mail express envelope with the Lease Extension document should arrive at your house on Friday.

will th

Great.

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Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

6/25/24 5:00:29 PM EDT

7/2/24 4:00:51 PM EDT

Luther, such is life to be this unpredictable. But the path forward for our

nesting period  
Has shifted with new information.

I speak from both Melissa and I when I say thank you for a wonderful stay and being a great landlord

our need to extend into a single, discounted month has shifted and to declining that option as a result of new life information on our end in which I will spare you the detail but all is positive.

That said we are opting to not sign the one month extension and I thank you for expediting it.

60 days from today is August 31, 2024 which marks the last day of our lease that is currently in agreement.

Luther Rollins (+13142697670) Hi Stephen,

8/12/24 12:31:03 PM EDT

Just checking in and hope all is going well. Let me know if you need anything as you windup your last month at the Gecko Cottage. 0\*

8/12/24 2:56:40 PM EDT

Thank you! All is well. No complaints. Peace and calm before the next phase of life is much appreciated. And the best place to do that is here Just this morning I had a dolphin show all to myself

Luther Rollins (+13142697670) Very cool!

8/12/24 2:56:44 PM EDT

8/12/24 4:58:16 PM EDT

So nice to see animals just out doing their thing in nature. © d

Copy that

Read 7/12/24

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Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

Luther Rollins (+13142697670) Hi Stephen,

8/26/24 10:02:48 AM EDT

Hope all is well. When will you complete ur move out? Just checking and when to have realtor pick up keys etc. Thanks!®

8/26/24 3:35:37 PM EDT

Zach and I had originally scheduled August 30 to do a walk-through but during our last walk-through when Zach was at the house he told me he cannot make it and will be out of town August 30 so he left a lockbox attached to the front door handle and gave me the code so I could put my keys in the lock box on my way out. I told him I would notify him when I walked out of the house for the last time and my keys were secured in the lock box attached to the front door. I plan to be out of the house by 6 PM or 7 PM at the latest on Saturday, August 31st

8/26/24 3:57:35 PM EDT

If need be, you and I can speak on August 31st's move-out day – or prior to that – just to align on specifics as I'm leaving them. We really want to feel good about turning the house over in equal/better condition than we found it outside of the few items shared with Zach such as minor storm damage and such. Also, Zach I'm sure mentioned to

you the AC needing repair. Zach said he knew of an HVAC repair company to assist, but I haven't heard of any next steps there. It should be addressed this week as you don't want the issue sitting with no one there to monitor it

8/26/24 4:29:00 PM EDT

Got your voicemail. I have a small window at 6:15-6:30pm today is a busy one for me. I will call you then. If you're not able to pick up, I will leave you a voicemail with the details.

8/26/24 4:29:20 PM EDT

And tomorrow, I'm much more flexible and available anytime for the most part

8/26/24 5:44:07 PM EDT

I can't pick up but I read your voicemail. I will not be home this evening, but if you need to act fast on scheduling hvac, I can make myself available tomorrow at anytime as I am working from home tomorrow and Wednesday so anytime you want to schedule the hvac guy to come by, you can move forward without checking with me. Zach does not have to be there as I will be home tomorrow (Tuesday) and Wednesday all day both days. Does this give you the information you need right now in this moment or do you need me to call you at 6:15pm - 6:30pm as I mentioned that is my only window to speak this evening

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Messages - Luther Rollins

+12155300545, [stephen.boerner@gmail.com](mailto:stephen.boerner@gmail.com)

8/26/24 6:02:29 PM EDT

I just left you a voicemail. I ran home to meet hvac repair guy. I'm here with him now and he's working on the AC. I will touch base with you when I have more information from him, but the good news is that I am home and he's here working on it.

8/26/24 6:25:54 PM EDT

HVAC repair guy is returning Wednesday to complete the fix. He repaired it enough for now there is no leak and appears to be an easy solution. I aligned with the hvac repair guy in terms of him having my cell number to notify me directly as to what day and time he will be returning to the house. He will let you know as well as me so I have a heads up for

Luther Rollins (+13142697670) Thanks!

8/26/24 6:42:26 PM EDT

Luther Rollins (+13142697670) Hi Stephen & Melissa,

8/29/24 7:07:09 PM EDT

Voicemail received. Air conditioner is working great and not a sign of moisture.

8/31/24 11:29:33 AM EDT

Hope your move out is going well. Please call me if you have any problems or questions. Also, please text me your new address so I can forward mail & refund to you. Thanks!®

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Messages – Luther Rollins

+12155300545, stephen.boerner@gmail.com

8/31/24 1:54:48 PM EDT

All is well and thank for the kind words and always being a fantastic person to rent from.

Melissa left some baked goods for me to pass around to those in Gulfport who were dear friends, helped us get settled, helped in times of difficulty, etc.

Will you be stopping by any time today? or perhaps tomorrow or Monday? If so, I will leave them here for you as well as Zach. If not, I won't let them spoil and no problem at all. Wrapped up, it could last a week or so in the fridge here at the house as well

Anyway, baked goods aside, I have a crew arriving late this afternoon to haul the boxes and that will be that.

8/31/24 1:55:43 PM EDT

8/31/24 3:02:22 PM EDT

Address for refund of security deposit:

Stephen Boerner 424 N New St Bethlehem, PA 18018

Luther Rollins (+13142697670)

Don't think my schedule will allow me to stop by. And I think Zach is away until Tuesday. So best to give the baked goods to others. I will

do a close-out inspection and if things are okay then I will use the forwarding address to send your refund. Thanks! d0

Luther Rollins (+13142697670)

8/31/24 3:03:49 PM EDT

Best wishes and success in going forward!! A

8/31/24 4:08:07 PM EDT

9/4/24 4:11:56 PM EDT

Thank you, Luther.

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

Tue, Oct 29 at 5:55 PM

Hi Stephen,

I called you a couple times today to discuss the Tenant Response & Dispute you sent to me which I recently received. I hope we could talk (and I believe we are both supposed to) try to resolve amicably. I am available most days this week 9:00am-ish till about 10pm.

Thanks! Luther

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Mon 10/21/2024			
Shipment may be delayed due to weather conditions.			
Insurance			\$0.00
Up to \$100.00 included			
Certified Mail®			\$4.85
Tracking #:			
<a href="#">9589 0710 5270 1953 8095 18</a>			
Return Receipt			\$4.10
Tracking #:			
<a href="#">9590 9402 6827 1074 1461 43</a>			
Total			\$19.40

Grand Total:	\$19.40
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Credit Card Remit	\$19.40
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Card Name: AMEX  
Account #: XXXXXXXXXXXX9858  
Approval #: 820279  
Transaction #: 353  
AID: A000000025010901 Contactless  
AL: AMEX CREDIT  
PIN: Verified

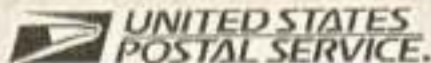
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Flat Rate			
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Mon 10/21/2024			
Shipment may be delayed due to weather conditions.			
Insurance			\$0.00
Up to \$100.00 included			
Certified Mail®			\$4.85
Tracking #:			
9569 0710 5270 1053 8095 18			
Return Receipt			\$4.10
Tracking #:			
9590 9402 6827 1074 1461 43			
Total			\$19.40

Grand Total: \$19.40

Credit Card Resit \$19.40

Card Name: AMEX  
Account #: XXXXXXXXXXXX9856  
Approval #: 820279  
Transaction #: 353  
AID: A000000025010901 Contactless  
AL: AMEX CREDIT  
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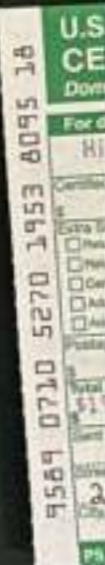
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