

FINAL INTEGRATED WRITE-UP

(Combining and expanding on all details from both versions, without omitting any critical information.)

I. INTRODUCTION & SUMMARY

This document addresses multiple legal issues arising from the landlord-tenant relationship between you, Luther Rollins, acting through your Listing Agent Zach Steinberger, and myself, Stephen Boerner (with my spouse, Melissa Bemer). Principal concerns include:

1. Failure to Communicate Tenant's PTSD and Related Security Issues
2. Noncompliance With Florida's Abandoned Property Statutes
3. Directive to Cease Communication and Potential Harassment
4. Evidence Preservation and Potential Spoliation
5. Clarity on Key Communications and the Two-Day Stay Past Lease End

Under Florida law, both you, the landlord, and your agent bear statutory and ethical responsibilities to relay critical information—particularly regarding a tenant's diagnosed PTSD arising from a break-in at the rented property. Additionally, Florida Statutes §§ 715.10–715.111 impose strict obligations on landlords to permit retrieval of personal property after lease termination.

II. LISTING AGENT'S DUTIES & OBLIGATIONS

A. Duty to Communicate Critical Tenant Information (PTSD Disclosure)

1. *Legal and Ethical Obligation*
 - Under Florida agency law and the National Association of Realtors (NAR) Code of Ethics, a listing agent must promptly forward any material

information disclosed by a tenant, particularly when it concerns health or safety issues. I informed Listing Agent Zach Steinberger that I had been diagnosed with PTSD following a March 26, 2024 break-in at the property—an event Zach was fully aware of due to his own text to Melissa and I on March 26, 2024 at 9:04:39 AM EDT, wherein he wrote:

“Hey all,

I heard there was some commotion on the street last night.

Some of the neighbors called me.

Just wanted to check in and make sure everything is alright!”

- Zach’s acknowledgement of the break-in underscores that he had firsthand knowledge of the incident’s severity, which gave rise to my PTSD diagnosis. Ignoring or withholding this vital disclosure from you, Luther, may constitute negligence or misrepresentation under Florida law.

2. Knowledge Imputed to Landlord

- Agency law imputes the listing agent’s knowledge (e.g., my PTSD and the break-in details) to the landlord. You cannot disclaim responsibility by alleging that Zach failed to disclose material facts.

B. Mandatory Forwarding of Personal Property Lists

1. Florida Abandoned Property Statutes

- Florida Statutes §§ 715.10–715.111 require landlords to provide timely notice and reasonable opportunity for a tenant to reclaim items left behind. If I provided an itemized list of belongings, Zach must transmit it to you promptly.

2. Consequences of Noncompliance

- A willful or negligent failure to forward the personal property list can violate Florida law. Courts typically hold that a principal (the landlord) is bound by any notice an agent receives; claiming ignorance is invalid once the agent has the information.

C. Agent Role Does Not Absolve Landlord

- *Principal-Agent Liability*
 - Courts routinely interpret an agent's failure to pass along critical tenant information—such as PTSD disclosures or property lists—as the landlord's own conduct. You, Luther, remain ultimately liable for ensuring compliance with Florida law and for addressing security or health concerns raised by a tenant.

III. FACTUAL TIMELINE: SEPTEMBER 2, 2024 & THE TWO-DAY STAY

A. Text Messages to Zach on or Around September 2, 2024

1. Reason for Staying Beyond Lease End

- The lease was set to end on August 31, 2024 (a Friday leading into Labor Day weekend). In a text to Zach on or around September 2, 2024, I explained I had remained on the premises for two extra days due to:
 1. A large storm that caused my movers to cancel on August 31.
 2. Having no assistance because my wife, Melissa Bemer, had left Florida a month earlier.
 3. Losing alternative housing in Gulfport at the last minute when a friend “forgot” he had agreed to let me stay.
 4. Experiencing a severe panic attack—connected to my diagnosed PTSD and the break-in—on August 31, which made it unsafe and impractical to vacate immediately.

2. Return of Keys & Property Condition

- In this same conversation, Zach requested that I confirm the return of the property door keys to a lockbox at the front door. I complied and provided photographic or other evidence of vacating the premises on September 2, 2024, including car rental receipts and pictures of the vehicle used for moving.

3. *Subsequent Visit on September 3, 2024*

- I returned briefly around 11 p.m. on September 3, 2024, discovering leftover office chairs visible through a small garage window. This indicates confusion around property retrieval and potential incomplete communication about the retrieval process, as I had believed I might still have items in the garage.

B. Disclosure of PTSD in the September 2 Text Exchange

- I formally reiterated my PTSD diagnosis in the September 2 communication, explaining that the home invasion on March 26, 2024—and your alleged inaction to address known security inadequacies (e.g., deteriorating side gate latches)—contributed to my mental health struggles. This further puts you on notice, via Zach, of my health concerns.

IV. DIRECTIVE TO CEASE COMMUNICATION & POTENTIAL HARASSMENT

A. Harassment and Bad Faith

- *Cutting Off Communication*
 - If you instructed Zach or anyone else to stop responding to my messages—especially regarding abandoned property or PTSD-related concerns—such a directive can be construed as harassment or bad faith under Florida landlord-tenant law.

B. Violation of Abandoned Property Statutes

- *Obligation to Cooperate*
 - Florida Statutes §§ 715.10–715.111 obligate landlords to coordinate retrieval and proper notice before disposing of or withholding property. Curtailing communication undermines these statutory obligations.
- *“Following Orders” Defense Fails*
 - You, Luther, remain liable for Zach’s acts or omissions. An agent’s claim of

“just following orders” does not negate legal responsibilities under Florida law.

V. POTENTIAL CLAIMS & LIABILITY FOR AGENT AND LANDLORD

A. Agent’s Direct Liability

1. Negligence or Breach of Duty

- Ignoring or omitting my PTSD disclosures or failing to communicate about property retrieval can expose Zach to liability for negligence, statutory noncompliance, and exacerbation of emotional harm.

2. Ethical & Licensure Violations

- Both Florida real estate regulations and the NAR Code of Ethics prohibit concealment of material tenant information. Deliberate obstruction can lead to disciplinary action and potential license suspension or revocation.

B. Landlord’s Overarching Responsibility

1. Principal-Agent Accountability

- You, Luther, cannot evade liability by blaming Zach for any lapses. Courts typically hold principals fully responsible for their agents’ wrongdoing within the scope of authority.

2. Damages

- Failure to comply with abandoned property procedures can render you liable under Fla. Stat. § 715.109 for the greater of actual damages or three months’ rent. Emotional distress damages may also be recoverable if your (and Zach’s) conduct exacerbated my PTSD symptoms.

VI. PRESERVATION OF EVIDENCE & COMMUNICATION RECORDS

A. Duty to Preserve All Relevant Records

- From this point forward, you and Zach must preserve all communications—

texts, emails, call logs—relating to the property, my PTSD, and any abandoned property lists. Under Florida law, destruction or alteration of relevant evidence after notice can result in severe sanctions (adverse inferences, monetary penalties, or default judgment).

B. Forensic Analysis & Cellular Provider Cooperation

- Should it become necessary to determine whether messages were forwarded or deleted, a court may order a forensic examination of phones or email accounts and subpoena wireless carriers (e.g., Verizon). Tampering with records is an independent legal violation.

VII. DEMANDS & CLARIFICATIONS

1. Disclosure of Agent's Communication

- *PTSD Disclosure:* Confirm in writing if and when Zach notified you of my PTSD diagnosis. If no disclosure occurred, explain the omission and what remedial steps you intend to take to address potential harm.

2. Receipt of Personal Property List

- *Compliance with Fla. Stat. §§ 715.10–715.111:* Acknowledge whether you received from Zach, in early September at the time I was vacating the property, whether Zach provided, verbally or in writing, the forwarded context of my mental condition at that time as well as the itemized property list I provided informing Zach, and subsequently you, of personal property left behind. Given the nearly 30 line items of personal property in addendum b which outlines each one, I at this time included roughly 4-5 of the most precious and valuable of those items which included a commissioned and a 1 of 2 original art pieces I commissioned myself, a 55 inch tv, a brand new Weber grill, among several others. This implied great desire to work together to allow me the time legally allotted to retrieve the belongings. If there is any dispute, clarify possession and retrieval methods for remaining items (e.g., the office chairs observed on September

3).

3. *Status of Communication Policy*

- *Future Coordination:* Confirm whether Zach (or another representative) is still authorized to speak with me about property retrieval. If a cease-contact directive remains in place, detail how you plan to fulfill legal obligations regarding personal property and statutory notices.

4. *Commitment to Preserve Evidence*

- *Written Assurance:* Provide written assurance that neither you nor Zach will delete, alter, or move any relevant records regarding the break-in, my PTSD, or my property retrieval attempts.

5. *Good-Faith Efforts to Resolve*

- *Immediate Clarification:* If you or Zach withheld my late-August and early-September texts referencing PTSD and property retrieval, an explanation is required. Furthermore, you must ensure the opportunity for any remaining property recovery and mitigate any harm caused by emotional distress or property loss.

VIII. CONCLUSION

The facts outlined—particularly the September 2, 2024 text exchange and my explicit reasons for staying two days beyond the lease, as well as the history of the March 26 break-in and resulting PTSD—demonstrate the significant legal exposure for both you and Zach. Under Florida law, a landlord's agent is obliged to relay material information such as PTSD disclosures, property retrieval requests, and security concerns. Failing to communicate these details, or obstructing retrieval efforts, may give rise to substantial liability for statutory violations, negligence, and emotional distress.

To avoid further escalation, you are urged to respond in writing, confirm receipt of my disclosures, comply fully with Florida's abandoned property statutes,

preserve all relevant evidence, and coordinate in good faith to resolve outstanding matters. Failure to do so may subject you to legal action, including possible damages for the greater of actual losses or three months' rent, emotional distress, and additional remedies under Florida law.

Response to Luther Rollins (Landlord) Regarding Tenant Dispute

Mr. Rollins, your inaction following the home invasion on March 26, 2024, has caused me severe emotional distress. Your failure to take any corrective steps, such as installing security cameras or making essential repairs, not only undermined my safety but also violated your obligations under Florida landlord-tenant law. This negligence left me feeling vulnerable and exacerbated my PTSD, highlighting the critical need for accountability in property management. Your subsequent mischaracterization of my text to you on September 4th, 2024, as an abandonment of property is not only a misrepresentation of facts, but a further insult to the distress and trauma you have caused. I wrote to you:

“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”

This was not an abandonment of property, but a notification of my departure and an attempt to coordinate the retrieval of my belongings.

Furthermore, it is critical to remind you and Zach, the realtor, of your respective responsibilities and consequences under the Florida Realtor Code of Ethics. You should have promptly addressed the concerns expressed in my communication sent around September 2nd regarding the ongoing issues. Whether or not Zach conveyed this information is a matter of serious concern. If he failed to do so, he may face significant repercussions, as tampering with communication records could be tantamount to obstructing justice. It is essential that both parties recognize the gravity of these omissions and the potential legal consequences that may arise from them.

The repercussions extend beyond mere inconvenience; they could severely

impact both your and Zach's professional integrity. Both of you are hereby advised to secure and preserve all communications related to this matter. Specifically, Zach must maintain texts and any verbal agreements made regarding my statements, particularly those concerning my PTSD and the inventory of valuable items I outlined in September. Any failure to do so may constitute a violation of the law, resulting in further legal action. The trail of missed communications and lack of transparency must be addressed with utmost seriousness to ensure accountability and restore trust. It is clear that this matter is not only about the breach of trust but about adhering to the legal standards set forth in our agreements.

This revised version should now meet all your requirements, providing a strong opening, clear organization, a forceful message to the landlord and his agent, and including the misquoted text.

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Date:

[Signature / Name of Tenant or Tenant's Attorney]

[Contact Information]