

TENANT FINAL LETTER FOR REMEDIATION WITHOUT LITIGATION

1st Tenant 2649 Tifton St. S. Gulfport FL 33711 Stephen J Boerner
GULFPORT
2649 Tifton St. S.
FLORIDA, 33711
Melissa Bemer

Index Terms—key words bitches

I. BUSINESS ADDRESS MISREPRESENTATION AND EVOLUTION

RE: Documentation of Address Irregularities Date:
[Current Date]

I. CHRONOLOGICAL ADDRESS DOCUMENTATION

II. MATERIAL MISREPRESENTATION ANALYSIS

- 1) Address Evolution PatternProgressive removal of street address elementsTransition from physical address to P.O. Box onlyConsistent use of incorrect ZIP codeOmission of required business address components
- 2) Legal ImplicationsViolation of federal business address requirementsNon-compliance with business registration standardsPattern of deliberate address misrepresentationEvasion of proper business identification requirements
- 3) Documentation Purpose This record establishes a pattern of progressive address misrepresentation, demonstrating systematic attempts to obscure legitimate business location and contact information in violation of applicable federal regulations.B. Physical Location Verification: The P.O. Box Deception Unveiled

Subject: Address Verification and Compliance Analysis

This report delves into significant findings regarding the address listed as 231 Government Ave. SW #3097 in Hickory, NC. Contrary to the implications made by the landlords, this address is categorically NOT a commercial office space.

Address Investigation Findings:

- 1) **Location Confirmation:** The report accurately identifies the site as a USPS facility, not a commercial establishment.
- 2) **Zip Code Verification:** The report recognizes the correct zip code as 28602, yet the previously used incorrect zip code remains in circulation.

- 3) **Commercial Office Availability:** There is no commercial office space available at this location.
- 4) **Suite Verification:** The address claims a suite #3097, which does not exist within the facility, indicating fabrication.

USPS Facility Analysis:

- **Building Type:** Federal Postal Facility
- **Commercial Space Availability:** Few - No business suite or office accommodations in this building offers a space for rent with #3097, per Realtors as of mid-November 2024, who are currently marketing a small office location in the same building.
- **Public Access:** Limited to postal services only
- **Private Box Services:** Standard USPS offerings

This verification uncovers several critical compliance violations:

- 1) **Violation of "No P.O. Box" Mandate:** Federal regulations prohibit the use of P.O. Boxes as business addresses in most cases.
- 2) **Misrepresentation of Physical Location:** The landlords are misrepresenting their business location.
- 3) **Improper Business Address Registration:** The listed address is unsuitable for business registration purposes, but was used for company filinig for Assumed Name form submission in the State of North Carolina despite the form stating "NO PO BOX" for applying entities.
- 4) **Non-compliance with State Statutes:** The use of a P.O. Box and the subsequent misrepresentation of physical location contravene North Carolina state regulations.
- 5) **Misuse of Federal Facility Address:** Employing a federal postal facility address in this context represents a direct misuse of federal resources.
- 6) **Inadequate Commercial Address Representation:** The provided address misleads potential tenants, suggesting the existence of a legitimate commercial address where none exists.
- 7) **Potential Mail Fraud Implications:** This manipulation raises possible concerns under mail fraud laws.

- 8) **USPS Policy Violations:** Utilization of a P.O. Box address in this manner violates various USPS policies.

A. IV. FLORIDA PROPERTY OPERATIONS AND COMPLIANCE: A SECOND ARENA OF ABUSE

Issues related to property ownership and leasing practices in Florida expose an additional layer of noncompliance and exploitative conduct.

A. PROPERTY OWNERSHIP STRUCTURE: THE INDIVIDUAL SHELL GAME

Public records indicate a deliberate effort to obfuscate ownership and evade regulatory oversight:

Property Type: Residential property, situated in Florida.

Legal Owner: Titled to Luther J. Rollins, Jr. as an individual rather than in any corporate capacity.

Ownership Documentation: The property is personally owned in the landlords name, yet day-to-day operations suggest a separate business identity, Amarlu Enterprises.

Absence of Formal Management Company: No official entity is in place to manage or maintain the property, indicating a lack of registered property management.

No Registered Business Entity: By avoiding standard corporate structures (e.g., LLCs or corporations), the landlords conduct Florida rental operations without the typical safeguards or disclosures required by law.

Informal Payment Collection: Tenants are instructed to mail rent to a North Carolina P.O. Box, circumventing recognized financial channels.

Unauthorized Business Operations: Collecting rent in Florida without a duly registered foreign or domestic entity exemplifies the disregard for Floridas statutory requirements.

B. LEASE AGREEMENT ANALYSIS: A MASTERCLASS IN OMISSION

The lease executed for the Florida property raises serious concerns about omissions and misleading provisions:

Document Structure: While the landlords personal names appear, the business entity purportedly handling financial mattersAmarlu Enterprisesdoes not.

Parties to Agreement: Nominally listed are Luther J. Rollins, Jr. and Mary O. Polk as landlords, alongside two tenant signatories.

Business Entity Identification: Nowhere does the lease mention Amarlu Enterprises, the entity actually collecting the rent.

Management Company Information: No property management firm is disclosed, leaving tenants with unclear recourse for maintenance requests or disputes.

Legal Operating Authority: The lease offers no statement clarifying who holds valid operating authority in Florida or acknowledges any required state-level registration.

State-Required Disclosures: Essential disclosures mandated by Florida law appear absent or incomplete.

Payment Instructions vs. Actual Practice: Although any lease references are vague, tenants were verbally directed to mail checks to a P.O. Box in North Carolina, effectively funneling payments to an unregistered enterprise.

Unauthorized Entity Designation: The mismatch between stated owners on the lease and the named entity receiving rent creates a significant legal anomaly.

Improper Payment Processing: With no legitimate banking or escrow procedures, the lease arrangement fails to mirror lawful Florida practices.

These findings illustrate a concerted effort to obscure the nature of the landlords activities and to evade multiple layers of statutory obligations in both North Carolina and Florida. By operating under personal names for property titles while directing rent to an unregistered business, the landlords have established a risky, legally precarious arrangement for all parties involved.

C. STATUTORY COMPLIANCE VIOLATIONS: A LABYRINTH OF ILLEGALITY NORTH CAROLINA REQUIREMENTS

The misuse of addresses in North Carolina suggests multiple statutory violations:

Violation of No P.O. Box Mandate (N.C.G.S. § 66-71.4): Designating a P.O. Box for official business registration contravenes state requirements prohibiting such listings.

False Physical Location Representation: Providing a fictitious street address undermines the transparency mandated by North Carolina business registration laws.

Improper Business Address Registration: Bypassing required protocols for address registration indicates an unauthorized approach to business operations.

Non-Compliance with State Statutes: These actions demonstrate a disregard for North Carolinas statutory framework governing legitimate business registration.

FEDERAL POSTAL REGULATIONS

Certain practices raise further concerns at the federal level:

Misuse of Federal Facility Address: Employing a federal facility address for business-related activities can violate postal regulations.

Improper Commercial Address Representation: Portraying a false physical location for commercial dealings runs counter to established federal guidelines.

Potential Mail Fraud Concerns: Utilizing misrepresented addresses and a P.O. Box may open questions about fraudulent practices.

USPS Policy Violations: Failing to adhere to USPS standards for address usage underscores additional procedural breaches.

IV. FLORIDA PROPERTY OPERATIONS AND COMPLIANCE: A SECOND ARENA OF ISSUES

While problems arise in North Carolina, Florida-based concerns also affect property ownership and leasing.

A. PROPERTY OWNERSHIP STRUCTURE:

Ownership and payment practices reveal potential non-compliance with Florida laws:

Property Type: Residential, located in Florida.

Legal Owner: Titled to Luther J. Rollins, Jr. in individual capacity.

Ownership Documentation: The property is recorded under a personal name, yet the day-to-day rent collection references Amarlu Enterprises.

Absence of Formal Management Company: No official property management entity is in place.

No Registered Business Entity: No corporate or LLC structure for Florida operations.

Informal Payment Collection: Instructions to mail rent to a North Carolina P.O. Box, bypassing standard channels.

Unauthorized Business Activities: Collecting rent in Florida without registering as a foreign or domestic entity appears to contravene state rules.

B. LEASE AGREEMENT ANALYSIS: A MASTERCLASS IN OMISSION

The lease for the Florida property raises questions of omission and questionable terms:

Document Structure: The landlords personal names appear, but no mention is made of the entity (Amarlu Enterprises) that receives the rent.

Parties to Agreement: Listed as Luther Rollins and Mary O. Polk, plus two tenant signatories.

Business Entity Identification: The lease does not acknowledge Amarlu Enterprises, despite its role in collecting payments.

Management Company Information: No disclosed property manager, leaving communication channels ambiguous.

Legal Operating Authority: The lease gives no statement showing any valid registration in Florida.

State-Required Disclosures: Lacking or incomplete references to mandated disclosures.

Payment Instructions vs. Actual Practice: While the lease references the landlords personally, tenants were verbally told to send checks to a North Carolina address.

Mismatch in Named Parties: The discrepancy between named landlords in the lease and the actual rent recipient calls legal clarity into question.

Improper Payment Processing: No recognized banking or escrow procedure in evidence, an arrangement that can conflict with standard Florida landlord-tenant guidelines.

This environment suggests purposeful obfuscation, with Amarlu Enterprises left out of formal lease documents yet acting as the de facto recipient of rent. The above issues point toward a larger pattern of noncompliance in both North Carolina and Florida, exposing tenants to

uncertain legal protections and subjecting the landlords to significant statutory and regulatory challenges.

SUMMARY OF FACTS: AMARLU ENTERPRISES, AMARLU COMPANY, & AMARLU CONSULTANTS

A dispute involving these entities on one side, representing the interests of two individual tenants, and on the other, the landlords (Luther J. Rollins & Mary O. Polk) reveals critical failures to honor Florida statutes and recognized landlord-tenant standards. The landlords arrangement involves undisclosed foreign entities, potential misrepresentations, and possible tax infractions, all undermining the leases enforceability under Florida law.

Although the lease lists only Luther and Mary in their personal capacities, all rent ultimately funneled to Amarlu Enterprises, a North Carolina entity never disclosed in the lease nor registered in Florida, contravening the transparency obligations placed on landlords. Such omissions violate foreign entity registration requirements, diminishing legal clarity for tenants.

Landlords Use of Mr. Zachary Zach Steinberger

The presence of Mr. Steinberger, a realtor potentially motivated by continued business dealings with Luther, complicates the situation. His input may be compromised by personal interests rather than an unbiased professional assessment, rendering it questionable in evaluating damages or compliance questions.

Potential Legal Violations

The approach of omitting Amarlu Enterprises from the lease, directing tenants to an unregistered foreign entity, and any attempt to obscure compliance with tax or licensure requirements raises various legal issues ranging from unregistered foreign business activity and possible fraud to statutory noncompliance.

OBSERVED VIOLATIONS

1) Foreign Entity Registration Violation (Florida Statutes § 605.0902)

Amarlu Enterprises, as a North Carolina-based business entity, collected Florida rent without registering as a foreign LLC.

1) Transparency and Disclosure Failures

Rent was directed to an unrecognized party, Amarlu Enterprises, without tenants explicit knowledge or consent in the lease.

1) Tax and Regulatory Concerns

The unregistered entity collecting rent raises questions about accurate state and federal tax compliance.

1) Potential Fraud

Deliberate omission of Amarlu Enterprises in official documentation may demonstrate fraudulent intent to hide its involvement.

1) Conflict of Interest

Realtor Zachary Zach Steinbergers role as a prospective business partner may cast doubt on his impartiality in damage or lease matters.

LANDLORDS LEGAL VIOLATIONS

1) Failure to Register a Foreign Entity

Amarlu Enterprises is not registered in Florida despite conducting commercial business by collecting rental payments.

1) Non-Disclosure of Amarlu Enterprises

The lease omits any mention of the entity receiving all funds, compromising transparency.

1) Consequences of Non-Compliance

Unregistered entities commonly lose standing in Florida courts, making it problematic for them to assert claims in lease disputes.

TENANTS POSITION ON UNENFORCEABILITY OF THE LEASE

The tenant argues that the lease cannot be enforced because:

All rental payments were funneled through a non-disclosed and unregistered entity, violating Floridas rules for foreign entities.

Any claim for damages is overshadowed by these statutory breaches, likely nullifying the landlords attempts to enforce provisions related to the security deposit or alleged damages.

Good Faith and Offset

The tenant fulfilled rental obligations in good faith. Should any property damages exist, they would be nominal and must be offset against any statutory violations, deposit withholdings, or other improper actions by the landlord.

LANDLORDS CLAIM FOR ENTIRE \$4,500 SECURITY DEPOSIT

Under Fla. Stat. § 83.49, landlords must give precise, itemized notices with verifiable documentation. General allegationsexcessive trash, spoiled food, unauthorized alterations, or unverified claims about missing furnishingslack legal sufficiency if not supported by comprehensive before-and-after evidence.

Connection to Unregistered Entity

Because the landlord used a non-disclosed, unregistered foreign entity to handle funds, a court may find the entire arrangement defective. There is limited or no standing to enforce the leases clauses or to claim the security deposit in full, particularly absent compliant documentation.

Lack of Evidence

Minor incidents, such as minor cleaning or normal turnover items (spoiled food, minor scuffs), do not justify a total forfeiture of the deposit. Larger claims, like missing or damaged property, require signed inventory lists or detailed photos establishing the pre-tenancy condition.

Legal Taint

Since the landlord disregarded Floridas foreign entity regulations, the legitimacy of any claim for damages or withheld security deposit is further compromised.

This neutral version omits any language that could be perceived as pressuring, threatening, or extortive. It

focuses solely on factual statements, legal requirements, and the potential implications under relevant statutes.

B. Failure to Maintain a Habitable Property

Under **Fla. Stat. §83.51(1)**, landlords are required to ensure properties meet all building, housing, and health codes. Key incidents during my tenancy include:

- **January 2024:** A severely clogged kitchen sink rendered the property unsanitary for 15 days. You failed to arrange repairs, forcing me to handle the issue independently.
- **March 2024:** Faulty motion lights and deteriorated gates facilitated a violent home invasion. Despite acknowledging these safety concerns, you took no action to address them.
- **April 2024:** Overhanging tree limbs above outdoor electrical cables created hazardous conditions. Neglected vegetation, including bamboo, an alleged jackfruit tree, and other trees, added to safety risks.

C. January 2024: Failure to Address Critical Maintenance (Clogged Kitchen Sink)

Incident:

In **January 2024**, I reported a **severely clogged kitchen sink** that rendered one side of the sink unusable. Water stagnated for **15 consecutive days**, creating unsanitary and potentially hazardous living conditions. Despite my clear communications outlining the issue and requesting timely resolution, you failed to respond or take action to address the problem. Ultimately, after over two weeks of inaction, I was left with no choice but to resolve the issue independently at my own expense.

Impact and Precedent Set:

Your complete lack of response and failure to fulfill your legal obligation to maintain the property set a **clear precedent** for how all future maintenance, sanitary, and safety concerns would be handledor, rather, neglectedby you as the landlord. As a tenant living in **Florida** while you remained out of state in **North Carolina**, your geographic absence, combined with delays in communication (or outright silence), indicated to me that **immediate and urgent concerns**requiring action would have to be resolved **entirely by me** in order to ensure my basic health, safety, and habitability.

This incident signaled a lack of support and responsiveness, forcing me to accept that any similar emergencieswhether sanitary hazards, maintenance failures, or security breacheswould likely be **ignored** or delayed to the point where I would be required to handle them myself, regardless of cost, burden, or legal obligation.

Statutory Basis:

- **Fla. Stat. § 83.51(2)(a):**"The landlord shall make reasonable provisions for [...] running water and hot water."
- **Fla. Stat. § 83.51(1)(b):**"The landlord shall maintain the plumbing in reasonable working condition."

Violation:

You violated your statutory duty to maintain essential plumbing facilities in functional condition, leaving me without a sanitary kitchen sink for over **15 days**. This failure was not an isolated lapse but an early indication that tenant needs no matter how urgent would be neglected unless handled directly by me.

Supporting Evidence:

- Text messages documenting my notification of the clogged sink and your lack of response.
- Follow-up text confirming I completed the repair independently due to your inaction.

Conclusion:

The January 2024 sink incident exposed the **systemic inadequacy** of your responsiveness as an out-of-state landlord and set a troubling expectation: that any immediate or urgent safety, sanitary, or maintenance issue would be my responsibility, despite Florida law clearly placing this burden on the landlord. The failure to take corrective action, combined with the geographic disconnect, left me to live under the assumption that your neglect was a **requirement of living in your property**, as further evidenced by subsequent failures to address far more serious safety and habitability concerns later in the tenancy.

This incident laid the foundation for the recurring pattern of neglect and delayed communication that would continue to compromise my well-being and safety throughout the lease term.

Tenants Prompt Communication:

I promptly reported the issue to you, clearly describing the problem and requesting guidance or repairs. Despite this, you failed to respond or arrange for any professional intervention to address the issue. Instead, I was left without a functioning sink for over two weeks.

Tenants Self-Resolution:

After receiving no assistance or acknowledgment of my requests, I was forced to resolve the issue independently by purchasing tools and de-clogging solutions to clear the blockage. Following the repair, I documented my actions and informed you of the resolution via text message. However, there was no response or offer of reimbursement for my time and expenses.

Pattern of Neglect:

This incident set a precedent for how maintenance and safety concerns would be handled during my tenancy. Your delayed responses or complete lack thereof indicated that immediate or urgent matters, regardless of their impact on health or habitability, would not receive the necessary support or attention from you. As a result, I was forced to anticipate and address such issues on my own to maintain a basic standard of living in the property.

Violation of Florida Law:

Under **Fla. Stat. §83.51(2)(a)**, you are required to maintain essential facilities, such as plumbing, in working order. By neglecting to respond to a critical issue like this, you violated your statutory obligation to ensure that

the property remained habitable and in compliance with health standards. This neglect further demonstrated a disregard for your duty as a landlord to support the tenants basic living needs and provide a safe and functional living environment.

D. March 2024: Home Invasion Enabled by Faulty Motion Lights and Deteriorating Gates

Incident:

On **March 26, 2024**, a **violent home invasion** occurred at approximately 3:00 A.M., facilitated by **deteriorating wooden gates** that could not lock, latch, or close properly, along with **faulty outdoor motion lights** that failed to activate and provide an alert. This terrifying incident required police intervention, culminating in the arrest of the intruder a man with a documented history of **40 prior arrests, including 9 felonies**.

I immediately notified you of the break-in, provided photographic and police report evidence, and explicitly detailed the critical safety deficiencies that allowed the event to occur. Specifically, I requested:

- **Repairs or replacement of the wooden side gates** with secure, metal locking gates.
- **Repairs to faulty motion lights**, which failed to function reliably.

While you verbally acknowledged the deteriorating state of the gates and their need for replacement, you took no action to address these safety failures. Instead, you merely authorized me to install security cameras **at my own expense** under the condition that no drilling into the property would occur. This response was wholly inadequate and failed to meet the safety requirements demanded by law.

Statutory Basis:

- **Fla. Stat. § 83.51(1)(a):** "The landlord at all times during the tenancy shall: (a) Comply with the requirements of applicable building, housing, and health codes."
- **Fla. Stat. § 83.51(2)(a):** "The landlord shall make reasonable provisions for locks and keys."

Violation:

Your refusal to address critical safety hazards gates incapable of locking and faulty motion lights violated your statutory duty to provide a secure, habitable property. The failure to act after a documented **life-threatening incident** constitutes a reckless disregard for tenant safety.

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Impact on Tenant:

- **Physical and Psychological Trauma:** The break-in caused immense fear, exacerbating my **documented PTSD** and leaving me and my family feeling unsafe in the home.
- **Financial Burden:** I was forced to invest in self-funded security measures (e.g., cameras) to compensate for your neglect of basic safety obligations.

- **Continued Fear and Anxiety:** Knowing the intruder was familiar with the property and its vulnerabilities heightened my distress. Your failure to act perpetuated an environment of ongoing insecurity.

Supporting Evidence:

- Text messages notifying you of the break-in and requesting security improvements.
- Photos and videos documenting the deteriorating gates and faulty motion lights.
- Police report detailing the incident and arrest of the intruder.
- Communications in which you acknowledged the unsafe condition of the gates and motion lights but failed to implement repairs.

Conclusion:

The violent home invasion and your subsequent refusal to address safety concerns represent gross negligence and a violation of **Fla. Stat. § 83.51**. You acknowledged the property's vulnerabilities but deliberately chose to place the financial burden for security improvements on me, the tenant. Your inaction exacerbated the trauma caused by the incident and directly contributed to my emotional distress and financial loss. This incident, coupled with your prior failure to address maintenance concerns, demonstrates a **pattern of willful neglect** and disregard for your legal duties under Florida law.

E. April 2024: Landlords On-Site Visit and Continued Neglect of Safety Issues

During an **April 2024** onsite visit to the property, you, the landlord, physically observed critical safety concerns yet took no action to address them. These included:

- **Sagging Tree Limbs:** Overhanging branches posed a hazard by hanging dangerously close to outdoor electrical cables above the primary outdoor area.
- **Deteriorated Side Gate Entrance:** The side gate, with no working latch or locks and visibly deteriorating wood, presented a clear security risk. You acknowledged the gates condition but did not take steps to repair or secure it.
- **Faulty Motion Lights:** I showed you the non-functional motion lights during your visit, highlighting their failure to provide consistent or reliable illumination. These lights, critical for detecting motion and ensuring safety after the March 2024 home invasion, contributed more to distress with their erratic flickering than to security.

Follow-Up Documentation:

Following your visit, I reintroduced the issue of the faulty motion lights via text message and provided a video recording to demonstrate their erratic behavior. Despite this, you failed to respond or take action, ignoring requests to revisit these critical safety concerns and explore your previous mention of installing metal gates to enhance property security.

Pattern of Neglect:

Your failure to address these longstanding safety hazards despite being physically present on-site, personally observing the issues, and receiving follow-up documentation exemplifies an ongoing pattern of disregard for tenant safety. This inaction came just weeks after the March 2024 home invasion, further compounding the tenants distress and insecurity. Your unwillingness to act directly contravenes your statutory obligations under **Fla. Stat. § 83.51**, which require landlords to maintain structural components in good repair and ensure the safety of the property.

II. LEGAL ANALYSIS: FLORIDA LANDLORD-TENANT VIOLATIONS

Revised Legal Analysis: Florida Landlord-Tenant Violations

This section consolidates the analysis of Florida regulatory compliance issues, documented communication patterns, and legal violations, presenting a more streamlined and impactful argument.

I. Florida Regulatory Non-Compliance: A Deliberate Pattern

The landlords, Luther Rollins and Mary O. Polk, have demonstrated a clear pattern of non-compliance with Florida's landlord-tenant laws and business regulations. This is not a case of simple oversight; it's a deliberate strategy to evade accountability and exploit tenants.

- **Business Registration Violations:** Unregistered Foreign Entity: Amarlu Enterprises, the entity used to collect rent, is not registered as a foreign entity in Florida, a direct violation of Florida Statutes § 605.0902. This renders their business operations in Florida illegal and their lease agreements unenforceable.
- **Lack of State Authorization:** The landlords failed to obtain the necessary state licenses and authorizations to conduct property management and real estate operations in Florida.
- **Improper Documentation:** The landlords lack the proper documentation to conduct business legally in Florida, further undermining their legitimacy.
- **Property Management Violations:** Unauthorized Operations: The landlords are conducting unauthorized business operations by collecting rent through an unregistered entity.
- **Improper Rent Collection:** The landlords are collecting rent in a manner that circumvents normal channels and using an illegitimate business name.
- **Missing Licenses:** The landlords lack the required property management licenses, if applicable, to operate legally in Florida.
- **Non-Compliant Documentation:** The lease agreement fails to meet the specific requirements of Florida statutes, rendering it legally deficient.

II. Deceptive Communication and Address Manipulation: A Strategy of Obfuscation

The landlords' communication patterns and address manipulations reveal a deliberate strategy to deceive and obstruct the tenant's ability to exercise their legal rights.

- **Certified Mail Obstruction:Failed Delivery Attempts:** Multiple failed delivery attempts, USPS system rejections, and address verification failures indicate a deliberate attempt to use an invalid address.**Manual Intervention:** The need for personal retrieval and a USPS facility visit confirms the use of a P.O. Box, not a legitimate business address.**Identity Verification:** The requirement for identity verification further confirms the use of a P.O. Box, not a commercial business address.
- **Address Manipulation:P.O. Box Transition:** The shift from a formal street address to a P.O. Box is a clear violation of the "No P.O. Box" mandate and a deliberate attempt to conceal their true location.**Increasing Informality:** The omission of the street address and the use of an incorrect zip code demonstrate a pattern of increasing informality and a disregard for proper business practices.**Pattern of Evasion:** The address manipulations are a calculated attempt to evade scrutiny and complicate their paper trail.**Documentation Inconsistencies:** Multiple format variations, inconsistent presentations, missing required elements, and non-standardized usage of the address further demonstrate a pattern of deception and non-compliance.

III. Legal and Regulatory Violations: A Comprehensive Breach

The landlords' actions constitute a comprehensive breach of both North Carolina and Florida laws, as well as federal regulations.

- **North Carolina Statutory Violations (N.C.G.S. § 66-71.4):****Filing Requirements:** The landlords provided false or misleading information, used an improper address, failed to maintain proper records, and submitted non-compliant documentation.**Address Verification:** The landlords used a non-existent suite number, a prohibited P.O. Box, an incorrect zip code, and misrepresented their physical location.**Statutory Compliance:** The landlords violated Article 14A requirements, failed to comply with 2017 revisions, failed to maintain proper records, and missed statutory updates.**Corporate Registration:** The landlords lacked a proper business structure, failed to register at the state level, submitted incomplete documentation, and engaged in non-compliant operations.**Document Maintenance:** The landlords failed to maintain required records, missed annual reports, submitted incomplete business filings, and failed to comply with retention requirements.
- **Florida Regulatory Violations:****Foreign Entity Requirements:** The landlords failed to register as a foreign entity, obtain state authorization, and engaged in unauthorized business operations and non-compliant

interstate commerce.**Property Management Operations:** The landlords engaged in unauthorized business conduct, lacked required licenses, engaged in non-compliant rent collection, and misrepresented their business.**Real Estate Operations:** The landlords engaged in unauthorized management activities, lacked required licenses, submitted non-compliant documentation, used improper rent collection methods, misrepresented their business entity, provided improper payment instructions, used non-compliant lease agreements, and failed to provide required disclosures.

- **Federal Regulatory Concerns:****Postal Service Violations:** The landlords misused a federal facility address, misrepresented their location, used an improper commercial address, engaged in non-compliant mailing practices, and potentially committed mail fraud.**Banking and Financial Regulations:** The landlords created interstate banking concerns, misrepresented their entity, engaged in non-compliant payment collection, lacked required documentation, maintained inadequate transaction records, lacked payment documentation, engaged in non-compliant banking practices, and engaged in improper fund handling.

VII. Pattern of Deceptive Practices: Intentionality of Bad Faith

The landlords' actions are not merely accidental non-compliance; they are a carefully orchestrated campaign of deception.

- **Systematic Misrepresentation:** The landlords used multiple entity names without proper registration, engaged in inconsistent business representations, used unauthorized business names, and created a pattern of entity confusion. They also used false address representations, multiple address variations, a non-existent office space, and deliberate address manipulation.
- **Documentation Inconsistencies:** The landlords submitted contradictory information across documents, missed required elements, used non-standardized formats, and engaged in a pattern of incomplete submissions. They also used evolving address presentations, inconsistent business identifiers, variable contact information, and strategic information omission.
- **Operational Deception:** The landlords created unclear entity relationships, lacked corporate documentation, used an improper management structure, engaged in non-transparent operations, and used improper payment instructions, unauthorized entity usage, non-compliant banking practices, and missing financial documentation.

VIII. Risk Assessment and Implications: A Looming Threat

The landlords face significant legal and financial risks due to their actions:

- **Legal Exposure:****Civil Liability:** The landlords face

potential tenant claims, contract violations, misrepresentation damages, and consumer protection issues. **Regulatory Enforcement:** The landlords face state agency investigations, federal oversight concerns, multiple jurisdiction violations, and cumulative compliance failures.

- **Financial Risks:** **Monetary Penalties:** The landlords face statutory fines, regulatory penalties, civil judgments, and enforcement costs. **Operational Impacts:** The landlords face business interruption, property management disruption, banking relationship risks, and revenue collection issues.

This section consolidates the analysis of Florida regulatory compliance issues, documented communication patterns, and legal violations, presenting a more streamlined and impactful argument.

I. Florida Regulatory Non-Compliance: A Deliberate Pattern

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- **Business Registration Violations:** **Unregistered Foreign Entity:** Amarlu Enterprises, the entity used to collect rent, is not registered as a foreign entity in Florida, a direct violation of **Florida Statutes § 605.0902**. This renders their business operations in Florida illegal and their lease agreements unenforceable. **Lack of State Authorization:** The landlords failed to obtain the necessary state licenses and authorizations to conduct property management and real estate operations in Florida. **Improper Documentation:** The landlords lack the proper documentation to conduct business legally in Florida, further undermining their legitimacy.
- **Property Management Violations:** **Unauthorized Operations:** The landlords are conducting unauthorized business operations by collecting rent through an unregistered entity. **Improper Rent Collection:** The landlords are collecting rent in a manner that circumvents normal channels and using an illegitimate business name. **Missing Licenses:** The landlords lack the required property management licenses, if applicable, to operate legally in Florida. **Non-Compliant Documentation:** The lease agreement fails to meet the specific requirements of Florida statutes, rendering it legally deficient.

II. Deceptive Communication and Address Manipulation: A Strategy of Obfuscation

The landlords' communication patterns and address manipulations reveal a deliberate strategy to deceive and obstruct the tenant's ability to exercise their legal rights.

- **Certified Mail Obstruction:** **Failed Delivery Attempts:** Multiple failed delivery attempts, USPS system rejections, and address verification failures indicate a deliberate attempt to use an invalid address. **Manual Intervention:** The need for personal retrieval and a USPS facility visit confirms the use of a P.O. Box, not a legitimate business address. **Identity Verification:** The requirement for identity verification further confirms the use of a P.O. Box, not a commercial business address.
- **Address Manipulation:** **P.O. Box Transition:** The shift from a formal street address to a P.O. Box is a clear violation of the "No P.O. Box" mandate and a deliberate attempt to conceal their true location. **Increasing Informality:** The omission of the street address and the use of an incorrect zip code demonstrate a pattern of increasing informality and a disregard for proper business practices. **Pattern of Evasion:** The address manipulations are a calculated attempt to evade scrutiny and complicate their paper trail. **Documentation Inconsistencies:** Multiple format variations, inconsistent presentations, missing required elements, and non-standardized usage of the address further demonstrate a pattern of deception and non-compliance.

****COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM DEFICIENCIES****

****I. IMPROPER USE OF FUTURE TENSE AND SPECULATIVE DAMAGES****

The October 1, 2024 claim letter fundamentally violates Florida Statute §83.49(3)(a) through pervasive use of future tense language and speculative damages, rendering the entire claim legally insufficient. Florida law explicitly requires documentation of actual, incurred costs not anticipated expenses.

****A. Systematic Pattern of Future Tense Violations****

The letter demonstrates a consistent pattern of improper future tense usage that invalidates the claim:

1. ***Cleaning Allegations***

- "Extensive cleaning will be required"

- Legal Impact: Confirms no actual cleaning costs incurred

- Violation: Fla. Stat. §83.49(3)(a) requirement for actual expenses

- No documentation of completed work or paid invoices

- Speculative nature invalidates claim element

2. ***Structural Repairs***

- "Repairs to the walls and surfaces will be necessary"

- No current damage assessment provided

- Absence of contractor estimates

- No photographic evidence

- Future repairs cannot justify present withholding

3. ***Waste Management***

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The property's current status directly contradicts damage claims:

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- Undermines damage assertions
- Questions severity claims
- Suggests minimal actual damage
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The landlord bears the burden of proving:

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- Current condition documentation
- Specific damage evidence
- Causation proof
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- Competitive estimates
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The claim's deficiencies shift advantage to tenant:

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 - *Process:* Bypassed proper inspection protocols

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to secure the property following the break-in, withholding of my security deposit without proper itemization, and your disregard for my personal property demonstrate non-compliance with Florida landlord-tenant statutes. These are legal matters, not personal accusations.

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Your inability to confirm or deny the presence of my personal property further supports my claim of unlawful conversion. Your current rental listing advertises barbecuing as an amenity, which suggests the continued presence of my Weber Spirit E-310 Propane Grill. I have attached screenshots of this listing as evidence.

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1. General Principles Governing Legal Practice and Misrepresentation

In the state of Florida, the unauthorized practice of law (UPL) and the misrepresentation of ones status as a lawyer are serious offenses that can carry significant legal and ethical consequences.

Florida Bar Rule 4-7.13: Misrepresentation is explicitly prohibited in any professional or personal capacity. This rule applies not only to licensed attorneys but also to individuals who are not licensed but represent themselves as legal professionals.

Florida Statute §454.23: It is unlawful for anyone not licensed as an attorney in Florida to practice law or hold themselves out as qualified to do so. Violating this statute can lead to criminal penalties, including misdemeanor or felony charges depending on the context.

Rule 4-8.4(c) of the Florida Rules of Professional Conduct: Lawyers are prohibited from engaging in dishonesty, fraud, deceit, or misrepresentation. While this rule applies directly to licensed attorneys, a non-attorney who falsely claims to be a lawyer may still be subject to UPL sanctions.

1. Florida Bars Oversight of the Unauthorized Practice of Law

The Florida Supreme Court regulates the practice of law in the state, delegating UPL investigations to the Florida Bar. Common forms of UPL include:

Representing others in legal matters without being licensed to do so.

Drafting legal documents or giving legal advice without proper authorization.

Misleading others into believing one is an attorney, including using misleading email addresses, titles, or verbal claims.

The Florida Bar has a well-established process for investigating and prosecuting UPL claims. Individuals harmed by misrepresentation can file complaints with the Florida Bar.

1. Ethical and Legal Considerations for Misrepresentation

Misrepresentation of legal status has several implications:

Unethical Conduct: If Luther J. Rollins, Jr. verbally claimed to be an attorney and used email addresses like luther2law@gmail.com to reinforce this impression, it could be deemed misleading. Even if he holds a law degree but is not actively licensed, representing himself as an attorney in Florida without proper licensure is unlawful.

Deceptive Conduct: Representing oneself as an attorney to tenants during a landlord-tenant relationship could constitute fraudulent or deceptive practices. This may also breach Floridas Deceptive and Unfair Trade Practices Act (FDUTPA) if the misrepresentation influenced any financial or contractual decision.

Professional Implications: If Rollins is licensed in another state (e.g., North Carolina) but not Florida, and he acted in a legal capacity in Florida, this could result in disciplinary action from the bar association in his home jurisdiction. Cross-state misrepresentation may have professional consequences in multiple states.

1. Use of a Non-Lawyer Disclosure Form

The Nonlawyer Disclosure form signed by Zach Steinberger and referenced in your lease agreement provides an additional layer of complexity. This document appears to serve two purposes:

To clarify that Mr. Steinberger, as a real estate professional, is not acting as a legal representative.

To ensure compliance with Rule 10-2.1(b) of the Rules Regulating the Florida Bar, which governs the permissible scope of nonlawyer activity (e.g., document preparation, real estate forms).

If Luther presented himself as an attorney but had you sign a nonlawyer disclosure form under Steinbergers name, this could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination.

1. Specific Implications in Your Case

Verbal Representations: If Luther verbally claimed to be a lawyer during your tenancy, this could constitute

misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute.

Use of luther2law@gmail.com. This email address reinforces the impression of being a licensed attorney. Courts may consider such representations as attempts to deceive or gain undue influence, particularly if no disclaimer was made clarifying his non-lawyer status.

Impact on the Tenant-Landlord Relationship: Misrepresenting legal status could be used to intimidate tenants, discourage disputes, or manipulate negotiations. If Luther invoked his purported legal expertise during your interactions, this could constitute bad faith.

Professional Consequences: If Luther is not a member of the Florida Bar, any legal advice or representation he provided in Florida may constitute UPL. This could subject him to investigation by the Florida Bar and potential criminal penalties under §454.23.

1. Reporting and Legal Remedies

If you believe Luther misrepresented his legal status:

1. **File a Complaint with the Florida Bar:** You can report potential UPL by submitting evidence (e.g., emails, verbal claims) to the Florida Bars UPL department for investigation.

1. **FDUTPA Claim:** Misrepresentation of legal status may qualify as an unfair or deceptive practice under FDUTPA, which could entitle you to damages if it caused harm.

1. **Negotiate with Documentation:** His alleged misrepresentation undermines his credibility. If this issue goes to court, you can highlight this conduct as evidence of bad faith or fraud.

Conclusion

Based on the evidence and Florida law, Luther's misrepresentation if proven could have significant consequences. At minimum, it undermines his credibility in the tenant-landlord dispute. If he provided legal advice or used his alleged status as a lawyer to influence your decisions, you have grounds to pursue complaints with regulatory authorities and include this as part of your overall case.

Factor in the below and into the revised response letter

From the provided documents and details, here are the key points and suggestions to refine your approach to this dispute. I will structure this response in alignment with Florida statutes and legal precedent to ensure it addresses your concerns about your dispute letter and the landlords response.

Key Issues Identified in the Lease Agreement and Landlord Response

1. Inventory List and Personal Property Dispute:

Your Argument: The landlord failed to provide an itemized inventory list as part of the lease, as required to substantiate claims of damaged or missing property. Your dispute letter appropriately references legal precedent,

such as *Johnson v. Baker* and *Durene v. Alcime*, which support your position.

Suggested Strengthening: Emphasize that without an inventory list, the landlord lacks the foundational evidence necessary to justify claims for missing or damaged items.

1. Security Deposit Handling:

Your Argument: The landlords notice of claim on the security deposit does not comply with Florida Statute §83.49(3). Specific failures include:

Lack of itemization for claimed damages.

No disclosure about how the deposit was stored (interest-bearing account, etc.).

Suggested Strengthening: Add a direct reference to Florida Statute §83.49(3)(a) and §83.49(2), reiterating the landlords obligation to maintain transparency about the security deposits location and handling.

1. Failure to Maintain Premises:

Your Argument: You documented maintenance issues early in the lease, including a clogged kitchen sink, a broken fence gate, and general neglect. These failures forced you to undertake reasonable maintenance actions, including tree pruning, which the landlord now disputes.

Suggested Strengthening: Highlight the landlords obligation under Florida Statute §83.51 to maintain the premises in a habitable condition. Include additional details of unfulfilled promises, such as the fence repair, which directly impacted your safety.

1. Unauthorized Handling of Personal Property:

Your Argument: The landlord mishandled your personal property after the lease ended and included items (e.g., the grill) in rental listings without your consent. Florida law defines such actions as conversion.

Suggested Strengthening: Reference Florida legal definitions of conversion to underline the seriousness of the landlords actions. Attach any available evidence (e.g., rental listings, photos of the grill).

1. Legal Precedent and Burden of Proof:

Your Argument: The landlords claims are speculative, lack evidence, and rely on unsupported accusations. Florida law requires landlords to provide clear evidence of tenant-caused damage beyond normal wear and tear.

Suggested Strengthening: Expand your references to case law and include the principle that landlords bear the burden of proving damage with documented evidence.

Steps to Improve Your Tenant Dispute Letter

1. Address Specific Legal Requirements:

Add a section explicitly outlining the landlords failures to meet legal requirements under Florida law (e.g., §83.49, §83.51).

Specify deadlines the landlord missed, such as providing proper notice of the security deposit claim or addressing maintenance requests.

1. Attach Supporting Evidence:

Include all relevant evidence:

Lease agreement pages showing the absence of an inventory list.

Screenshots of the landlords rental listings referencing your personal property.

Photos, receipts, or witness statements related to maintenance issues or personal property left behind.

1. Include Your Proposed Resolution:

Clarify your demands, such as a full refund of the security deposit and compensation for the mishandling of personal property. Ensure these demands are consistent with Florida statutes on damages.

1. Reiterate the Landlords Pattern of Neglect:

Strengthen the timeline of events to highlight a clear pattern of landlord negligence. Mention every documented communication about maintenance issues or property retrieval.

1. Request Mediation or Legal Action:

If the landlord rejects your dispute, propose mediation or indicate your willingness to escalate the matter to small claims court. Florida statutes favor mediation in such disputes.

Treble Damages and Next Steps

Treble Damages: Florida law may allow treble damages (triple the amount of financial harm) in cases involving willful and unlawful acts, such as the conversion of personal property. To pursue treble damages:

Establish that the landlord knowingly used your personal pr

****III. ETHICAL VIOLATIONS****

1. ****NAR Article 1 Breaches:****

- ***Neutrality Failure:*** Demonstrated clear bias in September 5 email

- ***Documentation:*** Failed to maintain proper inspection records

- ***Communication:*** Did not provide timely responses to tenant concerns

- ***Transparency:*** Withheld relevant property condition information

- ***Fairness:*** Ignored tenant's right to dispute claims

2. ****Article 11 Violations:****

- ***Expertise Claims:*** Offered opinions beyond realtor qualifications

- ***Conflict Disclosure:*** Never formally disclosed financial relationships

- ***Assessment Scope:*** Exceeded professional boundaries in evaluations

- ***Documentation:*** Failed to maintain required records

- ***Referrals:*** Did not defer to qualified professionals for assessments

****IV. CREDIBILITY ISSUES****

1. ****Documentation Deficiencies:****

- ***Inventory List:*** Never properly executed or distributed

- ***Move-in Photos:*** Failed to provide comprehensive documentation

- ***Inspection Reports:*** No professional third-party assessments

- ***Communication Records:*** Incomplete text and email archives

- ***Maintenance Records:*** No systematic documentation of issues

2. ****Professional Boundary Violations:****

- ***Legal Advice:*** Offered unauthorized guidance on deposit rights

- ***Property Assessment:*** Made unqualified damage determinations

- ***Cost Estimates:*** Provided repair figures without expertise

- ***Contract Interpretation:*** Attempted to define lease terms

- ***Claims Process:*** Managed dispute without proper authority

****V. SPECIFIC INCIDENTS OF MISCONDUCT****

1. ****Security Deposit Handling:****

- ***Date:*** September 5, 2024 email

- ***Action:*** Recommended full deposit retention

- ***Issue:*** No professional assessment conducted

- ***Impact:*** Influenced landlord's illegal withholding

- ***Violation:*** Exceeded professional authority

2. ****Property Management Failures:****

- ***Period:*** Throughout tenancy

- ***Issues:*** Delayed maintenance responses

- ***Documentation:*** Inadequate record-keeping

- ***Communication:*** Inconsistent tenant contact

- ***Result:*** Compromised property condition

3. ****Inventory Process Mismanagement:****

- ***Timeline:*** Move-in period

- ***Error:*** Failed to properly execute list

- ***Distribution:*** No copies provided to tenant

- ***Format:*** Non-compliant with lease requirements

- ***Consequence:*** Invalid basis for claims

****VI. LEGAL IMPLICATIONS****

1. ****Unauthorized Practice of Law:****

- ***Actions:*** Provided legal-adjacent advice

- ***Context:*** Security deposit determination

- ***Statute:*** Florida Bar regulations

- ***Risk:*** Potential regulatory action

- ***Liability:*** Both personal and professional exposure

2. ****Professional Standards Violations:****

- ***Code:*** NAR Ethics violations

- ***Scope:*** Multiple articles breached

- ***Evidence:*** Documented in communications

- ***Impact:*** Professional discipline risk

- ***Consequences:*** Potential license action

This detailed breakdown demonstrates the systematic nature of Steinberger's compromised position and the extensive documentation supporting claims of misconduct. Each point is supported by specific incidents, communications, or actions that create a clear pattern of ethical and professional violations.

****V. CONCLUSION AND LEGAL IMPLICATIONS****

The landlord's security deposit claim fails on multiple legal grounds:

1. ***Systematic Legal Violations***

- Pervasive future tense usage
- Speculative damage claims
- Improper cost documentation
- Statutory non-compliance

2. ***Remedial Requirements***

- Return of full security deposit
- Potential statutory penalties
- Attorney fee exposure
- Administrative consequences

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- Strong tenant position
- Multiple challenge grounds
- Significant landlord exposure
- Clear statutory violations

The combination of future tense language, speculative damages, inadequate documentation, and property marketing contradictions creates an legally untenable position for the landlord under Florida law. The claim's fundamental deficiencies provide multiple grounds for challenge and suggest bad faith retention of the security deposit, exposing the landlord to statutory penalties, attorney fees, and potential punitive damages.

****COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM DEFICIENCIES****

****I. IMPROPER USE OF FUTURE TENSE AND SPECULATIVE DAMAGES****

The October 1, 2024 claim letter fundamentally violates Florida Statute §83.49(3)(a) through pervasive use of future tense language and speculative damages, rendering the entire claim legally insufficient. Florida law explicitly requires documentation of actual, incurred costs not anticipated expenses.

****A. Systematic Pattern of Future Tense Violations****

The letter demonstrates a consistent pattern of improper future tense usage that invalidates the claim:

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- "Extensive cleaning will be required"
- Legal Impact: Confirms no actual cleaning costs incurred

- Violation: Fla. Stat. §83.49(3)(a) requirement for actual expenses

- No documentation of completed work or paid invoices
- Speculative nature invalidates claim element

2. ***Structural Repairs***

- "Repairs to the walls and surfaces will be necessary"
- No current damage assessment provided
- Absence of contractor estimates
- No photographic evidence
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Steps to Improve Your Tenant Dispute Letter

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Include all relevant evidence:

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- *Move-in Photos:* Failed to provide comprehensive documentation

- *Inspection Reports:* No professional third-party assessments

- *Communication Records:* Incomplete text and email archives

- *Maintenance Records:* No systematic documentation of issues
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 - *Legal Advice:* Offered unauthorized guidance on deposit rights
 - *Property Assessment:* Made unqualified damage determinations
 - *Cost Estimates:* Provided repair figures without expertise
 - *Contract Interpretation:* Attempted to define lease terms
 - *Claims Process:* Managed dispute without proper authority

****V. SPECIFIC INCIDENTS OF MISCONDUCT****

1. ****Security Deposit Handling:****
 - *Date:* September 5, 2024 email
 - *Action:* Recommended full deposit retention
 - *Issue:* No professional assessment conducted
 - *Impact:* Influenced landlord's illegal withholding
 - *Violation:* Exceeded professional authority
2. ****Property Management Failures:****
 - *Period:* Throughout tenancy
 - *Issues:* Delayed maintenance responses
 - *Documentation:* Inadequate record-keeping
 - *Communication:* Inconsistent tenant contact
 - *Result:* Compromised property condition
3. ****Inventory Process Mismanagement:****
 - *Timeline:* Move-in period
 - *Error:* Failed to properly execute list
 - *Distribution:* No copies provided to tenant
 - *Format:* Non-compliant with lease requirements
 - *Consequence:* Invalid basis for claims

****VI. LEGAL IMPLICATIONS****

1. ****Unauthorized Practice of Law:****
 - *Actions:* Provided legal-adjacent advice
 - *Context:* Security deposit determination
 - *Statute:* Florida Bar regulations
 - *Risk:* Potential regulatory action
 - *Liability:* Both personal and professional exposure
2. ****Professional Standards Violations:****
 - *Code:* NAR Ethics violations
 - *Scope:* Multiple articles breached
 - *Evidence:* Documented in communications
 - *Impact:* Professional discipline risk
 - *Consequences:* Potential license action

This detailed breakdown demonstrates the systematic nature of Steinberger's compromised position and the extensive documentation supporting claims of misconduct. Each point is supported by specific incidents, communications, or actions that create a clear pattern of ethical and professional violations.

****V. CONCLUSION AND LEGAL IMPLICATIONS****

The landlord's security deposit claim fails on multiple legal grounds:

1. ***Systematic Legal Violations***
 - Pervasive future tense usage

- Speculative damage claims
- Improper cost documentation
- Statutory non-compliance
- 2. ***Remedial Requirements***
 - Return of full security deposit
 - Potential statutory penalties
 - Attorney fee exposure
 - Administrative consequences
- 3. ***Strategic Implications***
 - Strong tenant position
 - Multiple challenge grounds
 - Significant landlord exposure
 - Clear statutory violations

The combination of future tense language, speculative damages, inadequate documentation, and property marketing contradictions creates a legally untenable position for the landlord under Florida law. The claim's fundamental deficiencies provide multiple grounds for challenge and suggest bad faith retention of the security deposit, exposing the landlord to statutory penalties, attorney fees, and potential punitive damages.

****COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM DEFICIENCIES****

****I. IMPROPER USE OF FUTURE TENSE AND SPECULATIVE DAMAGES****

The October 1, 2024 claim letter fundamentally violates Florida Statute §83.49(3)(a) through pervasive use of future tense language and speculative damages, rendering the entire claim legally insufficient. Florida law explicitly requires documentation of actual, incurred costs not anticipated expenses.

****A. Systematic Pattern of Future Tense Violations****

The letter demonstrates a consistent pattern of improper future tense usage that invalidates the claim:

1. *Cleaning Allegations*

- "Extensive cleaning will be required"
- Legal Impact: Confirms no actual cleaning costs incurred

- Violation: Fla. Stat. §83.49(3)(a) requirement for actual expenses

- No documentation of completed work or paid invoices
- Speculative nature invalidates claim element

2. *Structural Repairs*

- "Repairs to the walls and surfaces will be necessary"
- No current damage assessment provided
- Absence of contractor estimates

- No photographic evidence

- Future repairs cannot justify present withholding

3. *Waste Management*

- "Garbage and trash removal will be required"

- No documentation of existing conditions

- No waste removal quotes obtained

- No municipal citations or notices

- Speculative future service cannot support current deduction

4. *Cost Calculations*

- "Replacement costs will be calculated"
- Admits absence of current cost assessment
- No itemized inventory of damages
- No professional valuations
- Direct violation of immediate accounting requirement

5. *Landscape Restoration*

- "Yard and landscaping will need restoration"
- No baseline condition documentation
- No professional assessment completed
- No actual restoration costs incurred
- Pure speculation about future needs

B. Legal Implications of Future Tense Usage

The systematic use of future tense language creates multiple legal vulnerabilities:

1. *Statutory Non-Compliance*
 - Violates explicit requirement for actual costs
 - Undermines notice validity
 - Creates exposure to statutory penalties
 - Shifts burden of proof advantage to tenant

2. *Evidentiary Deficiencies*

- No documentation of completed work
- Absence of paid invoices
- Lack of professional assessments
- No proof of actual damages

II. SECURITY DEPOSIT MISMANAGEMENT

A. Unlawful Deduction Framework

The landlord's approach to security deposit management demonstrates systematic violations of Florida law:

1. *Improper Cost Basis*
 - Reliance on future expenses
 - Speculative damage assessments
 - Unverified replacement costs
 - No actual repair documentation
2. *Documentation Failures*

- No itemized cost breakdown
- Absence of supporting invoices
- Lack of professional estimates
- No photographic evidence

B. Reasonableness Assessment Impossibility

The claim's structure prevents any meaningful evaluation of cost reasonableness:

1. *Cost Verification Issues*
 - No individual item costs
 - No market comparisons
 - No depreciation consideration
 - No competitive estimates
2. *Temporal Problems*

- Future costs cannot be evaluated
- No current market benchmarks
- Impossible to assess reasonableness
- No actual expense documentation

III. CONTRADICTORY PROPERTY STATUS

A. Current Property Marketing

The property's current status directly contradicts damage claims:

1. *Active Marketing Evidence*

- Property listed for rent as of October 4, 2024
- Available for immediate showings
- No visible damage in listings
- Ready for occupancy status

2. *Logical Inconsistencies*

- Claims of extensive damage vs. ready to show
- Future repairs vs. current availability
- Required restoration vs. immediate occupancy
- Cleaning needs vs. showing condition

B. Legal Implications of Property Status

The property's marketing creates significant legal vulnerabilities:

1. *Claim Credibility*
 - Undermines damage assertions
 - Questions severity claims
 - Suggests minimal actual damage
 - Indicates possible bad faith

2. *Documentation Issues*

- No evidence of completed repairs
- No proof of necessary cleaning
- No documentation of restoration
- No support for claimed damages

IV. BURDEN OF PROOF ANALYSIS

A. Legal Standards

The landlord bears the burden of proving:

1. *Actual Damages*
 - Current condition documentation
 - Specific damage evidence
 - Causation proof
 - Cost verification
2. *Reasonable Costs*

- Market-based pricing
- Competitive estimates
- Actual invoices
- Professional assessments

B. Burden Shifting

The claim's deficiencies shift advantage to tenant:

1. *Documentation Gaps*
 - No baseline condition evidence
 - No damage documentation
 - No cost verification
 - No professional assessments
 2. *Legal Presumptions*
- Favors tenant in absence of proof
 - Creates statutory violation presumption
 - Supports bad faith retention claim
 - Justifies penalty considerations

DETAILED ANALYSIS OF ZACH STEINBERGER'S COMPROMISED POSITION

I. FINANCIAL MOTIVES AND CONFLICTS

1. **Commission Structure Influence:**
 - *Initial Sale Commission:* Earned approximately 2.5-3% (\$25,000-30,000 on \$1M+ property value)
 - *Rental Commission:* Typically one month's rent (\$4,500 in this case)

- *Property Management Fees:* Ongoing monthly percentage (usually 8-10% of \$4,500 = \$360-450/month)
- *Future Re-listing Potential:* Additional commission opportunity on future sale

- *Impact:* These financial stakes created strong incentive to favor landlord's positions

2. **Business Relationship Preservation:**

- *Existing Portfolio Connection:* Managed multiple properties for Luther Rollins

- *Referral Network:* Luther's attorney status provided valuable professional connections

- *Future Listings:* Potential access to high-value legal community properties

- *Professional Reputation:* Relationship with prominent attorney enhanced market standing

- *Outcome:* Led to biased decision-making favoring landlord's interests

II. UNAUTHORIZED LEGAL ACTIVITIES

1. **Security Deposit Opinion (September 5, 2024 Email):**

- *Direct Quote:* "It is my professional opinion to not refund the security deposit"

- *Speculative Language:* Used "will need" regarding future repair costs

- *Amount Specified:* Recommended withholding entire \$4,500 deposit

- *Lack of Expertise:* No contractor quotes or professional assessments provided

- *Legal Overreach:* Attempted to make binding determination without authority

2. **Property Condition Assessment:**

- *Move-out Inspection:* Conducted without professional certifications

- *Damage Claims:* Listed alleged issues without qualified verification

- *Cost Estimates:* Provided repair figures without contractor input

- *Documentation:* Failed to provide photographic evidence

- *Process:* Bypassed proper inspection protocols

1. Your Statement

I disagree with and deny all your allegations, accusations, and insinuations that I am a bad and/or unlawful landlord. I rented you my personal vacation home for a term of months and I always treated you with kindness, empathy, professionalism, and regard for the law.

Response:

While I appreciate your perspective, the facts documented throughout our tenancy and during this dispute contradict your characterization. The issues I raised specifically regarding unresolved maintenance requests, failure to secure the property following the break-in, withholding of my security deposit without proper itemization, and your disregard for my personal property demonstrate non-

compliance with Florida landlord-tenant statutes. These are legal matters, not personal accusations.

2. Your Statement

I have a copy of the written lease signed by you.

Response:

I acknowledge the signed lease agreement, which is attached to this correspondence for reference. However, the lease does not absolve you of your obligations under Florida law, including your duties to maintain the property, return the security deposit with proper itemization, and handle personal property appropriately.

3. Your Statement

I have a copy of the inventory signed by Melissa when you moved in.

Response:

I formally request that you provide a copy of this inventory. Neither I nor Melissa retained any record of this document. Additionally, without photographic evidence or detailed descriptions, any claims of damage or missing items lack a verifiable basis.

4. Your Statement

I have photos of the premises both before and after your tenancy.

Response:

I request copies of these photos for review. This evidence should substantiate your claims of damage, including the specific walls, furnishings, and other items mentioned in your original claim on the security deposit.

5. Your Statement

I have receipts for removal of excessively damaged items, garbage & trash from the premises.

Response:

If you have receipts for these claims, they should have been included in your original security deposit claim letter as required by Florida Statute §83.49(3)(a). Failure to provide these within the specified timeframe voids your ability to withhold the deposit for these reasons.

6. Your Statement

I have texts from you that contradict your Response claims.

Response:

I request copies of these texts for review. To my knowledge, all communication aligns with my claims and is supported by evidence. For example, I have documented text messages and emails where I explicitly requested the retrieval of my personal property and where I informed you of the security concerns following the break-in on March 26, 2024.

7. Your Statement

I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list.

Response:

Your inability to confirm or deny the presence of my personal property further supports my claim of unlawful conversion. Your current rental listing advertises barbecuing

as an amenity, which suggests the continued presence of my Weber Spirit E-310 Propane Grill. I have attached screenshots of this listing as evidence.

8. Your Statement

I propose as full settlement and compromise of all matters between us the following: Refund you \$1,500 of the security deposit; and Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises.

Response:

I respectfully reject this settlement offer as it does not adequately address the legal violations or financial losses I have incurred. My total claim of \$8,710.62 represents:

Full return of my \$4,500 security deposit;

Compensation for my \$4,210.62 in personal property (value minus depreciation).

Additionally, I reserve the right to pursue statutory, punitive, and emotional distress damages should this matter proceed to litigation.

9. Your Statement

We need to talk and reach an agreement and put this matter behind us.

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- ***Claims Process:*** Managed dispute without proper authority

****V. SPECIFIC INCIDENTS OF MISCONDUCT****

1. ****Security Deposit Handling:****

- ***Date:*** September 5, 2024 email

- ***Action:*** Recommended full deposit retention

- ***Issue:*** No professional assessment conducted

- ***Impact:*** Influenced landlord's illegal withholding

- ***Violation:*** Exceeded professional authority

2. ****Property Management Failures:****

- ***Period:*** Throughout tenancy

- ***Issues:*** Delayed maintenance responses

- ***Documentation:*** Inadequate record-keeping

- ***Communication:*** Inconsistent tenant contact

- ***Result:*** Compromised property condition

3. ****Inventory Process Mismanagement:****

- ***Timeline:*** Move-in period

- ***Error:*** Failed to properly execute list

- ***Distribution:*** No copies provided to tenant

- ***Format:*** Non-compliant with lease requirements

- ***Consequence:*** Invalid basis for claims

****VI. LEGAL IMPLICATIONS****

1. ****Unauthorized Practice of Law:****

- ***Actions:*** Provided legal-adjacent advice

- ***Context:*** Security deposit determination

- ***Statute:*** Florida Bar regulations

- ***Risk:*** Potential regulatory action

- ***Liability:*** Both personal and professional exposure

2. ****Professional Standards Violations:****

- ***Code:*** NAR Ethics violations

- ***Scope:*** Multiple articles breached

- ***Evidence:*** Documented in communications

- ***Impact:*** Professional discipline risk

- ***Consequences:*** Potential license action

This detailed breakdown demonstrates the systematic nature of Steinberger's compromised position and the extensive documentation supporting claims of misconduct. Each point is supported by specific incidents, communications, or actions that create a clear pattern of ethical and professional violations.

****V. CONCLUSION AND LEGAL IMPLICATIONS****

The landlord's security deposit claim fails on multiple legal grounds:

1. ***Systematic Legal Violations***

- Pervasive future tense usage

- Speculative damage claims

- Improper cost documentation

- Statutory non-compliance

2. *Remedial Requirements*

- Return of full security deposit
- Potential statutory penalties
- Attorney fee exposure
- Administrative consequences

3. *Strategic Implications*

- Strong tenant position
- Multiple challenge grounds
- Significant landlord exposure
- Clear statutory violations

The combination of future tense language, speculative damages, inadequate documentation, and property marketing contradictions creates an legally untenable position for the landlord under Florida law. The claim's fundamental deficiencies provide multiple grounds for challenge and suggest bad faith retention of the security deposit, exposing the landlord to statutory penalties, attorney fees, and potential punitive damages.

****COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM DEFICIENCIES****

****I. IMPROPER USE OF FUTURE TENSE AND SPECULATIVE DAMAGES****

The October 1, 2024 claim letter fundamentally violates Florida Statute §83.49(3)(a) through pervasive use of future tense language and speculative damages, rendering the entire claim legally insufficient. Florida law explicitly requires documentation of actual, incurred costs not anticipated expenses.

****A. Systematic Pattern of Future Tense Violations****

The letter demonstrates a consistent pattern of improper future tense usage that invalidates the claim:

1. *Cleaning Allegations*

- "Extensive cleaning will be required"
- Legal Impact: Confirms no actual cleaning costs incurred
- Violation: Fla. Stat. §83.49(3)(a) requirement for actual expenses

- No documentation of completed work or paid invoices
- Speculative nature invalidates claim element

2. *Structural Repairs*

- "Repairs to the walls and surfaces will be necessary"
- No current damage assessment provided
- Absence of contractor estimates
- No photographic evidence
- Future repairs cannot justify present withholding

3. *Waste Management*

- "Garbage and trash removal will be required"
- No documentation of existing conditions
- No waste removal quotes obtained
- No municipal citations or notices
- Speculative future service cannot support current deduction

4. *Cost Calculations*

- "Replacement costs will be calculated"
- Admits absence of current cost assessment
- No itemized inventory of damages

- No professional valuations

- Direct violation of immediate accounting requirement

5. *Landscape Restoration*

- "Yard and landscaping will need restoration"
- No baseline condition documentation
- No professional assessment completed
- No actual restoration costs incurred
- Pure speculation about future needs

****B. Legal Implications of Future Tense Usage****

The systematic use of future tense language creates multiple legal vulnerabilities:

1. *Statutory Non-Compliance*

- Violates explicit requirement for actual costs
- Undermines notice validity
- Creates exposure to statutory penalties
- Shifts burden of proof advantage to tenant

2. *Evidentiary Deficiencies*

- No documentation of completed work
- Absence of paid invoices
- Lack of professional assessments
- No proof of actual damages

****II. SECURITY DEPOSIT MISMANAGEMENT****

****A. Unlawful Deduction Framework****

The landlord's approach to security deposit management demonstrates systematic violations of Florida law:

1. *Improper Cost Basis*

- Reliance on future expenses
 - Speculative damage assessments
 - Unverified replacement costs
 - No actual repair documentation
- ##### 2. *Documentation Failures*
- No itemized cost breakdown
 - Absence of supporting invoices
 - Lack of professional estimates
 - No photographic evidence

****B. Reasonableness Assessment Impossibility****

The claim's structure prevents any meaningful evaluation of cost reasonableness:

1. *Cost Verification Issues*

- No individual item costs
 - No market comparisons
 - No depreciation consideration
 - No competitive estimates
- ##### 2. *Temporal Problems*
- Future costs cannot be evaluated
 - No current market benchmarks
 - Impossible to assess reasonableness
 - No actual expense documentation

****III. CONTRADICTORY PROPERTY STATUS****

****A. Current Property Marketing****

The property's current status directly contradicts damage claims:

1. *Active Marketing Evidence*

- Property listed for rent as of October 4, 2024
- Available for immediate showings
- No visible damage in listings

- Ready for occupancy status
- 2. ***Logical Inconsistencies***
 - Claims of extensive damage vs. ready to show
 - Future repairs vs. current availability
 - Required restoration vs. immediate occupancy
 - Cleaning needs vs. showing condition

****B. Legal Implications of Property Status****

The property's marketing creates significant legal vulnerabilities:

1. ***Claim Credibility***
 - Undermines damage assertions
 - Questions severity claims
 - Suggests minimal actual damage
 - Indicates possible bad faith

2. ***Documentation Issues***

- No evidence of completed repairs
- No proof of necessary cleaning
- No documentation of restoration
- No support for claimed damages

****IV. BURDEN OF PROOF ANALYSIS****

****A. Legal Standards****

The landlord bears the burden of proving:

1. ***Actual Damages***
 - Current condition documentation
 - Specific damage evidence
 - Causation proof
 - Cost verification

2. ***Reasonable Costs***

- Market-based pricing
- Competitive estimates
- Actual invoices
- Professional assessments

****B. Burden Shifting****

The claim's deficiencies shift advantage to tenant:

1. ***Documentation Gaps***
 - No baseline condition evidence
 - No damage documentation
 - No cost verification
 - No professional assessments
2. ***Legal Presumptions***
 - Favors tenant in absence of proof
 - Creates statutory violation presumption
 - Supports bad faith retention claim
 - Justifies penalty considerations

****DETAILED ANALYSIS OF ZACH STEINBERGER'S COMPROMISED POSITION****

****I. FINANCIAL MOTIVES AND CONFLICTS****

1. ****Commission Structure Influence:****
 - ***Initial Sale Commission:*** Earned approximately 2.5-3% (\$25,000-30,000 on \$1M+ property value)
 - ***Rental Commission:*** Typically one month's rent (\$4,500 in this case)
 - ***Property Management Fees:*** Ongoing monthly percentage (usually 8-10% of \$4,500 = \$360-450/month)
 - ***Future Re-listing Potential:*** Additional commission opportunity on future sale

- ***Impact:*** These financial stakes created strong incentive to favor landlord's positions

2. ****Business Relationship Preservation:****

- ***Existing Portfolio Connection:*** Managed multiple properties for Luther Rollins

- ***Referral Network:*** Luther's attorney status provided valuable professional connections

- ***Future Listings:*** Potential access to high-value legal community properties

- ***Professional Reputation:*** Relationship with prominent attorney enhanced market standing

- ***Outcome:*** Led to biased decision-making favoring landlord's interests

****II. UNAUTHORIZED LEGAL ACTIVITIES****

1. ****Security Deposit Opinion (September 5, 2024 Email):****

- ***Direct Quote:*** "It is my professional opinion to not refund the security deposit"

- ***Speculative Language:*** Used "will need" regarding future repair costs

- ***Amount Specified:*** Recommended withholding entire \$4,500 deposit

- ***Lack of Expertise:*** No contractor quotes or professional assessments provided

- ***Legal Overreach:*** Attempted to make binding determination without authority

2. ****Property Condition Assessment:****

- ***Move-out Inspection:*** Conducted without professional certifications

- ***Damage Claims:*** Listed alleged issues without qualified verification

- ***Cost Estimates:*** Provided repair figures without contractor input

- ***Documentation:*** Failed to provide photographic evidence

- ***Process:*** Bypassed proper inspection protocols

1. Your Statement

I disagree with and deny all your allegations, accusations, and insinuations that I am a bad and/or unlawful landlord. I rented you my personal vacation home for a term of months and I always treated you with kindness, empathy, professionalism, and regard for the law.

Response:

While I appreciate your perspective, the facts documented throughout our tenancy and during this dispute contradict your characterization. The issues I raised specifically regarding unresolved maintenance requests, failure to secure the property following the break-in, withholding of my security deposit without proper itemization, and your disregard for my personal property demonstrate non-compliance with Florida landlord-tenant statutes. These are legal matters, not personal accusations.

2. Your Statement

I have a copy of the written lease signed by you.

Response:

I acknowledge the signed lease agreement, which is attached to this correspondence for reference. However, the lease does not absolve you of your obligations under Florida law, including your duties to maintain the property, return the security deposit with proper itemization, and handle personal property appropriately.

3. Your Statement

I have a copy of the inventory signed by Melissa when you moved in.

Response:

I formally request that you provide a copy of this inventory. Neither I nor Melissa retained any record of this document. Additionally, without photographic evidence or detailed descriptions, any claims of damage or missing items lack a verifiable basis.

4. Your Statement

I have photos of the premises both before and after your tenancy.

Response:

I request copies of these photos for review. This evidence should substantiate your claims of damage, including the specific walls, furnishings, and other items mentioned in your original claim on the security deposit.

5. Your Statement

I have receipts for removal of excessively damaged items, garbage & trash from the premises.

Response:

If you have receipts for these claims, they should have been included in your original security deposit claim letter as required by Florida Statute §83.49(3)(a). Failure to provide these within the specified timeframe voids your ability to withhold the deposit for these reasons.

6. Your Statement

I have texts from you that contradict your Response claims.

Response:

I request copies of these texts for review. To my knowledge, all communication aligns with my claims and is supported by evidence. For example, I have documented text messages and emails where I explicitly requested the retrieval of my personal property and where I informed you of the security concerns following the break-in on March 26, 2024.

7. Your Statement

I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list.

Response:

Your inability to confirm or deny the presence of my personal property further supports my claim of unlawful conversion. Your current rental listing advertises barbecuing as an amenity, which suggests the continued presence of my Weber Spirit E-310 Propane Grill. I have attached screenshots of this listing as evidence.

8. Your Statement

I propose as full settlement and compromise of all matters between us the following: Refund you \$1,500 of the security deposit; and Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises.

Response:

I respectfully reject this settlement offer as it does not adequately address the legal violations or financial losses I have incurred. My total claim of \$8,710.62 represents:

Full return of my \$4,500 security deposit;

Compensation for my \$4,210.62 in personal property (value minus depreciation).

Additionally, I reserve the right to pursue statutory, punitive, and emotional distress damages should this matter proceed to litigation.

9. Your Statement

We need to talk and reach an agreement and put this matter behind us.

Response:

While I appreciate your willingness to resolve this matter, I reiterate that all communications must remain in writing. This is not only for clarity but also to ensure a documented record of all interactions

1. General Principles Governing Legal Practice and Misrepresentation

In the state of Florida, the unauthorized practice of law (UPL) and the misrepresentation of one's status as a lawyer are serious offenses that can carry significant legal and ethical consequences.

Florida Bar Rule 4-7.13: Misrepresentation is explicitly prohibited in any professional or personal capacity. This rule applies not only to licensed attorneys but also to individuals who are not licensed but represent themselves as legal professionals.

Florida Statute §454.23: It is unlawful for anyone not licensed as an attorney in Florida to practice law or hold themselves out as qualified to do so. Violating this statute can lead to criminal penalties, including misdemeanor or felony charges depending on the context.

Rule 4-8.4(c) of the Florida Rules of Professional Conduct: Lawyers are prohibited from engaging in dishonesty, fraud, deceit, or misrepresentation. While this rule applies directly to licensed attorneys, a non-attorney who falsely claims to be a lawyer may still be subject to UPL sanctions.

1. Florida Bars Oversight of the Unauthorized Practice of Law

The Florida Supreme Court regulates the practice of law in the state, delegating UPL investigations to the Florida Bar. Common forms of UPL include:

Representing others in legal matters without being licensed to do so.

Drafting legal documents or giving legal advice without proper authorization.

Misleading others into believing one is an attorney, including using misleading email addresses, titles, or verbal claims.

The Florida Bar has a well-established process for investigating and prosecuting UPL claims. Individuals harmed by misrepresentation can file complaints with the Florida Bar.

1. Ethical and Legal Considerations for Misrepresentation

Misrepresentation of legal status has several implications:

Unethical Conduct: If Luther J. Rollins, Jr. verbally claimed to be an attorney and used email addresses like luther2law@gmail.com to reinforce this impression, it could be deemed misleading. Even if he holds a law degree but is not actively licensed, representing himself as an attorney in Florida without proper licensure is unlawful.

Deceptive Conduct: Representing oneself as an attorney to tenants during a landlord-tenant relationship could constitute fraudulent or deceptive practices. This may also breach Florida's Deceptive and Unfair Trade Practices Act (FDUTPA) if the misrepresentation influenced any financial or contractual decision.

Professional Implications: If Rollins is licensed in another state (e.g., North Carolina) but not Florida, and he acted in a legal capacity in Florida, this could result in disciplinary action from the bar association in his home jurisdiction. Cross-state misrepresentation may have professional consequences in multiple states.

1. Use of a Non-Lawyer Disclosure Form

The Nonlawyer Disclosure form signed by Zach Steinberger and referenced in your lease agreement provides an additional layer of complexity. This document appears to serve two purposes:

To clarify that Mr. Steinberger, as a real estate professional, is not acting as a legal representative.

To ensure compliance with Rule 10-2.1(b) of the Rules Regulating the Florida Bar, which governs the permissible scope of nonlawyer activity (e.g., document preparation, real estate forms).

If Luther presented himself as an attorney but had you sign a nonlawyer disclosure form under Steinbergers name, this could suggest an attempt to shield himself from scrutiny while retaining the benefits of appearing to be a lawyer. This inconsistency warrants closer examination.

1. Specific Implications in Your Case

Verbal Representations: If Luther verbally claimed to be a lawyer during your tenancy, this could constitute misrepresentation under Florida law, especially if this claim influenced any decisions regarding your lease or dispute.

Use of luther2law@gmail.com: This email address reinforces the impression of being a licensed attorney. Courts may consider such representations as attempts to deceive or gain undue

influence, particularly if no disclaimer was made clarifying his non-lawyer status.

Impact on the Tenant-Landlord Relationship: Misrepresenting legal status could be used to intimidate tenants, discourage disputes, or manipulate negotiations. If Luther invoked his purported legal expertise during your interactions, this could constitute bad faith.

Professional Consequences: If Luther is not a member of the Florida Bar, any legal advice or representation he provided in Florida may constitute UPL. This could subject him to investigation by the Florida Bar and potential criminal penalties under §454.23.

1. Reporting and Legal Remedies

If you believe Luther misrepresented his legal status:

1. **File a Complaint with the Florida Bar:** You can report potential UPL by submitting evidence (e.g., emails, verbal claims) to the Florida Bars UPL department for investigation.

1. **FDUTPA Claim:** Misrepresentation of legal status may qualify as an unfair or deceptive practice under FDUTPA, which could entitle you to damages if it caused harm.

1. **Negotiate with Documentation:** His alleged misrepresentation undermines his credibility. If this issue goes to court, you can highlight this conduct as evidence of bad faith or fraud.

Conclusion

Based on the evidence and Florida law, Luthers misrepresentationif proven could have significant consequences. At minimum, it undermines his credibility in the tenant-landlord dispute. If he provided legal advice or used his alleged status as a lawyer to influence your decisions, you have grounds to pursue complaints with regulatory authorities and include this as part of your overall case.

Factor in the below and into the revised response letter

From the provided documents and details, here are the key points and suggestions to refine your approach to this dispute. I will structure this response in alignment with Florida statutes and legal precedent to ensure it addresses your concerns about your dispute letter and the landlords response.

Key Issues Identified in the Lease Agreement and Landlord Response

1. Inventory List and Personal Property Dispute:

Your Argument: The landlord failed to provide an itemized inventory list as part of the lease, as required to substantiate claims of damaged or missing property. Your dispute letter appropriately references legal precedent, such as Johnson v. Baker and Durene v. Alcime, which support your position.

Suggested Strengthening: Emphasize that without an inventory list, the landlord lacks the foundational evidence necessary to justify claims for missing or damaged items.

1. Security Deposit Handling:

Your Argument: The landlords notice of claim on the security deposit does not comply with Florida Statute §83.49(3). Specific failures include:

Lack of itemization for claimed damages.

No disclosure about how the deposit was stored (interest-bearing account, etc.).

Suggested Strengthening: Add a direct reference to Florida Statute §83.49(3)(a) and §83.49(2), reiterating the landlords obligation to maintain transparency about the security deposits location and handling.

1. Failure to Maintain Premises:

Your Argument: You documented maintenance issues early in the lease, including a clogged kitchen sink, a broken fence gate, and general neglect. These failures forced you to undertake reasonable maintenance actions, including tree pruning, which the landlord now disputes.

Suggested Strengthening: Highlight the landlords obligation under Florida Statute §83.51 to maintain the premises in a habitable condition. Include additional details of unfulfilled promises, such as the fence repair, which directly impacted your safety.

1. Unauthorized Handling of Personal Property:

Your Argument: The landlord mishandled your personal property after the lease ended and included items (e.g., the grill) in rental listings without your consent. Florida law defines such actions as conversion.

Suggested Strengthening: Reference Florida legal definitions of conversion to underline the seriousness of the landlords actions. Attach any available evidence (e.g., rental listings, photos of the grill).

1. Legal Precedent and Burden of Proof:

Your Argument: The landlords claims are speculative, lack evidence, and rely on unsupported accusations. Florida law requires landlords to provide clear evidence of tenant-caused damage beyond normal wear and tear.

Suggested Strengthening: Expand your references to case law and include the principle that landlords bear the burden of proving damage with documented evidence.

Steps to Improve Your Tenant Dispute Letter

1. Address Specific Legal Requirements:

Add a section explicitly outlining the landlords failures to meet legal requirements under Florida law (e.g., §83.49, §83.51).

Specify deadlines the landlord missed, such as providing proper notice of the security deposit claim or addressing maintenance requests.

1. Attach Supporting Evidence:

Include all relevant evidence:

Lease agreement pages showing the absence of an inventory list.

Screenshots of the landlords rental listings referencing your personal property.

Photos, receipts, or witness statements related to maintenance issues or personal property left behind.

1. Include Your Proposed Resolution:

Clarify your demands, such as a full refund of the security deposit and compensation for the mishandling of personal property. Ensure these demands are consistent with Florida statutes on damages.

1. Reiterate the Landlords Pattern of Neglect:

Strengthen the timeline of events to highlight a clear pattern of landlord negligence. Mention every documented communication about maintenance issues or property retrieval.

1. Request Mediation or Legal Action:

If the landlord rejects your dispute, propose mediation or indicate your willingness to escalate the matter to small claims court. Florida statutes favor mediation in such disputes.

Treble Damages and Next Steps

Treble Damages: Florida law may allow treble damages (triple the amount of financial harm) in cases involving willful and unlawful acts, such as the conversion of personal property. To pursue treble damages:

Establish that the landlord knowingly used your personal pr

****III. ETHICAL VIOLATIONS****

1. ****NAR Article 1 Breaches:****

- ***Neutrality Failure:*** Demonstrated clear bias in September 5 email

- ***Documentation:*** Failed to maintain proper inspection records

- ***Communication:*** Did not provide timely responses to tenant concerns

- ***Transparency:*** Withheld relevant property condition information

- ***Fairness:*** Ignored tenant's right to dispute claims

2. ****Article 11 Violations:****

- ***Expertise Claims:*** Offered opinions beyond realtor qualifications

- ***Conflict Disclosure:*** Never formally disclosed financial relationships

- ***Assessment Scope:*** Exceeded professional boundaries in evaluations

- ***Documentation:*** Failed to maintain required records

- ***Referrals:*** Did not defer to qualified professionals for assessments

****IV. CREDIBILITY ISSUES****

1. ****Documentation Deficiencies:****

- ***Inventory List:*** Never properly executed or distributed

- ***Move-in Photos:*** Failed to provide comprehensive documentation

- ***Inspection Reports:*** No professional third-party assessments

- ***Communication Records:*** Incomplete text and email archives

- ***Maintenance Records:*** No systematic documentation of issues

2. ****Professional Boundary Violations:****

- *Legal Advice:* Offered unauthorized guidance on deposit rights
- *Property Assessment:* Made unqualified damage determinations
- *Cost Estimates:* Provided repair figures without expertise
- *Contract Interpretation:* Attempted to define lease terms
- *Claims Process:* Managed dispute without proper authority

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III. TENANTS ARGUMENT: UNENFORCEABILITY OF THE LEASE:

The tenant claims that the lease is void or unenforceable due to the landlord's illegal conduct.

Payments to an undisclosed and unregistered entity violate Florida law and demonstrate bad faith, overshadowing any claim for property damages.

Good Faith Argument:

The tenant asserts they acted in good faith by adhering to the lease terms as written, including fulfilling rent obligations. Any proven damages are minor and do not excuse the landlords broader statutory violations.

Offset of Damages:

Even if the court finds the tenant liable for damages, the tenant requests an offset against statutory damages, treble damages for deposit mishandling, and restitution of improperly collected rent.

Furthermore, as to the landlords recent written claim for the entire \$4,500.00 security deposit, I must reiterate the dire legal implications arising from your unlawful conduct. While you have notified me, via certified mail within the statutory deadline, of your intent to impose a claim against the full security deposit, the alleged damages you describeranging from excessive trash and spoiled food to unauthorized alterations, missing items, and purported impact on a legacy jackfruit treemust be evaluated against the backdrop of your underlying statutory violations and the enforceability of the lease itself.

Florida law (Fla. Stat. § 83.49) sets forth clear standards for security deposit claims, requiring landlords to provide concrete, itemized evidence of any damages beyond normal wear and tear. General assertions, unsupported by photographs, inventories, or receipts establishing pre- and post-tenancy conditions, typically fail to satisfy these standards. Without verifiable documentationsuch as a signed move-in checklist, itemized valuations of each allegedly missing or damaged furnishing, and verifiable repair estimatesa court would be disinclined to uphold a

claim for the full \$4,500 deposit. Normal expectations of tenancy, including some level of cleaning upon move-out, do not justify the wholesale forfeiture of the deposit. Minor incidents, like temporarily spoiled food, are not substantial grounds for withholding the entire sum, and any claim of unauthorized alterations or missing items must be accompanied by explicit proof and pre-approved conditions stated in the lease.

More importantly, the entire contractual framework upon which your claim depends is compromised by your deliberate use of an undisclosed and unregistered foreign entity Amarlu Enterprises to receive all rental payments, including the security deposit. Under Fla. Stat. § 605.0902, any out-of-state entity conducting business in Florida must register as a foreign entity. Your conscious choice to funnel 4,500 security deposit through an entity never disclosed in the lease and never registered in Florida renders the contract you seek to enforce legally questionable, if not outright void. As a result, a court would likely find that you lack standing to enforce provisions of a lease founded upon unlawful business operations. In other words, even if you could demonstrate legitimate damages (which you have not), the legal taint of your noncompliance with Floridas foreign entity registration requirements would likely invalidate your claim on the security deposit.

This critical legal defect is compounded by the absence of transparent disclosure of Amarlu Enterprises in the lease, as well as your ongoing attempts to circumvent the statutory and good-faith obligations that Florida imposes on landlords. Given these facts, a Florida court, upon thorough examination, would almost certainly lean toward invalidating your entire claim and requiring the full return of the security deposit to me. The court may also, in light of such bad faith and statutory noncompliance, consider treble damages or other remedies designed to penalize landlords who fail to adhere to Floridas clear statutory mandates.

In sum, while you have formally claimed 4,500 security deposit but would also potentially award me statutory damages for your bad-faith retention and serious legal violations.

III. Legal and Regulatory Violations: A Comprehensive Breach

The landlords' actions constitute a comprehensive breach of both North Carolina and Florida laws, as well as federal regulations, thus, to my concern only, it appears to violate every term that never existed legally within the lease in question.

VII. Pattern of Deceptive Practices: Intentionality of Bad Faith

The landlords' actions are not merely accidental non-compliance; they are a carefully orchestrated campaign of deception.

- **Systematic Misrepresentation:** The landlords used multiple entity names without proper registration, engaged in inconsistent business representations,

used unauthorized business names, and created a pattern of entity confusion. They also used false address representations, multiple address variations, a non-existent office space, and deliberate address manipulation.

- **Documentation Inconsistencies:** The landlords submitted contradictory information across documents, missed required elements, used non-standardized formats, and engaged in a pattern of incomplete submissions. They also used evolving address presentations, inconsistent business identifiers, variable contact information, and strategic information omission.
- **Operational Deception:** The landlords created unclear entity relationships, lacked corporate documentation, used an improper management structure, engaged in non-transparent operations, and used improper payment instructions, unauthorized entity usage, non-compliant banking practices, and missing financial documentation.

IV. OPENING SUMMARY

Dear Mr. Rollins:

I write this letter as a comprehensive and final response to your November 8, 2024 letter, as well as to address all prior communications including your initial Notice of Intention to Impose Claim on Security Deposit mailed in October 2024. My objective here is twofold: first, to provide an exceptionally detailed legal and factual basis for my demands and for my rejection of your insufficient settlement offer; and second, to propose a structured pathway to resolve this matter by means that reflect the seriousness and breadth of your violations of Florida law. This letter should be viewed as your last opportunity to address the grave consequences of your multiple statutory breaches, acts of conversion, negligent maintenance, and harassing conduct before I proceed with litigation, bar complaints, and regulatory reporting.

Your status as a licensed attorney carries heightened obligations and expectations. The acts documented in this letter are not mere oversights; they illustrate a pattern of willful noncompliance with Floridas landlord-tenant laws, misrepresentation of legal obligations, and intentional disregard for my rights as a tenant. Your behavior undermines not only our landlord-tenant relationship, but also the integrity of the profession to which you belong. At every point where you were required to adhere to statutory mandates, you chose to ignore them. As a direct result, I have suffered financial harm, emotional distress, and a loss of trust in the legal framework that should protect tenants against such abuses.

I will not repeat what I have stated in shorter, prior letters. Instead, I will expand extensively on each violation, ensuring there can be no misunderstanding as to the gravity and scope of your conduct. My intent is to leave no doubt as to the legal grounds for my claims, the

evidentiary support I possess, and the ample remedies and damages I am prepared to seek if we cannot reach a fair and lawful resolution promptly.

Your previous proposal of \$2,000 is patently unacceptable. It fails entirely to acknowledge the scale of your misconduct and the legal liabilities you now face. Given the extensive documentation I have compiled, it is clear that Florida courts would be well within their authority to award me far greater sums, including treble damages, punitive damages, and attorneys fees. Moreover, your professional standing as an attorney will not shield you from disciplinary scrutiny. In fact, it enhances my case for demonstrating that your misconduct is not due to ignorance, but stems from a deliberate choice to flout well-established legal standards.

I. Statutory Framework and Your Legal Obligations

Under Florida law, a landlord is subject to a wide array of statutory requirements designed to safeguard tenants rights. For reference, Florida Statutes §§83.49 and 83.51 govern security deposits and maintenance obligations, mandating strict timelines, proper notice, and transparency. Florida Statutes §§715.10715.111 outline specific procedures for handling any personal property left behind, including the need for a written notice and a recovery period before the landlord may treat such property as abandoned or dispose of it.

You, as a landlord and licensed attorney, should be intimately familiar with these statutes. The burden of complying with these laws is yours alone. The record, however, shows you did not merely fail to comply; you actively subverted these requirements. For instance, in withholding my full \$4,200 (after depreciation) to market the property to new tenants, you violated both Floridas personal property statutes and common law rules governing conversion. The silence and evasion you exhibited when I attempted to retrieve my property only add weight to the claim of willful misconduct.

This correspondence serves as a definitive notice addressing your egregious noncompliance with Florida landlord-tenant statutes, as demonstrated during my tenancy at 2649 Tifton St. S., Gulfport, FL 33711. Your consistent pattern of negligence, bad faith, and deliberate obfuscation of your responsibilities has left me no choice but to pursue this matter more forcefully. The following serves as both a formal demand and a record of your statutory violations, which I will escalate through legal and regulatory channels should you fail to rectify these issues immediately.

V. OPENING STATEMENT AND JUSTIFICATION FOR ADDRESSING AMARLU ENTERPRISES

This letter is directed to **Amarlu Enterprises**, listed at **420 181A Ave Lane NW, Hickory, NC 28601**, the address explicitly linked to your business entity in the **Assumed Business Name Certificate filed on July 7, 2024, in Catawba County, North Carolina**. Your

use of **Amarlu Enterprises** for property-related dealings, including the management of this disputed lease, obligates this entity to serve as the appropriate contact for addressing these matters. My reliance on this address reflects both necessity and prudence, as your repeated failures to provide accurate contact information have left me with no other reliable means of communication.

Why Amarlu Enterprises Is the Correct Point of Contact

1) Deliberate Obfuscation Through Inconsistent Addresses:

The lease agreement absurdly listed **2649 Tifton St. S., Gulfport, FL 33711** as the property being rented as the landlord address. This designation is nonsensical, inappropriate, and a violation of **Fla. Stat. §83.49(3)(a)**, which requires landlords to provide valid, functional contact information for legal and financial correspondence.

You later introduced additional addresses, including a **PO Box associated with Amarlu Enterprises**, further complicating the dispute resolution process. This inconsistency demonstrates a deliberate effort to frustrate communication and evade accountability.

1) Public Filings Confirm Amarlu Enterprises Role:

Your public filings in North Carolina explicitly connect **Amarlu Enterprises** to your business dealings. By using **Amarlu Enterprises** to collect rent and manage property matters while failing to disclose this entity in the lease or register it as a foreign entity in Florida, you violated **Fla. Stat. §605.0902**, which requires out-of-state entities to register before conducting business in Florida.

1) Obligation to Provide Accurate Contact Information:

Florida law mandates that landlords provide reliable contact details to tenants for dispute resolution and correspondence. Your failure to disclose **Amarlu Enterprises** or provide a consistent address reflects blatant disregard for these requirements, further evidencing bad faith in your handling of this lease.

1) Tenants Good Faith Efforts vs. Landlords Bad Faith Practices:

While you repeatedly failed to provide consistent and accurate addresses, I took extraordinary measures to ensure proper delivery of correspondence, including:

Retaining certified mail receipts and USPS tracking data documenting delays caused by the incorrect address you initially provided.

Sending correspondence to all known addresses, including the PO Box belatedly introduced and the publicly available address for **Amarlu Enterprises**.

Use of the Rental Property Address as the Landlord Address in the Lease

Your lease agreement designated the same address as the rental property itself **2649 Tifton St. S., Gulfport, FL 33711** as the landlord address. This decision was not

only nonsensical but also obstructive, further undermining your compliance with Florida law.

1) Implications of Listing the Rental Property as the Landlord Address:

By failing to provide a separate and functional address, you obstructed the legally required communication process during and after the tenancy.

Using the rented property as the landlord address is fundamentally flawed, as it is clear that you do not reside or conduct your business from that location.

1) Failure to Provide a Legitimate Contact Address:

Florida law requires landlords to provide accurate contact information for dispute resolution and compliance with statutory notice requirements. By failing to provide any address distinct from the rental property, you rendered the leases contact information useless for official communications.

1) Inconsistencies in Later Correspondence:

After designating the rental property as your contact address, you later directed me to use a PO Box associated with Amarlu Enterprises. This inconsistency highlights the inadequacy of your original instructions and further demonstrates your broader pattern of evasion.

1) Impact on the Tenant:

The lack of a valid landlord address created unnecessary obstacles to resolving disputes and complying with statutory deadlines.

Combined with your repeated use of incorrect or incomplete addresses, this failure demonstrates negligence and bad faith in managing the landlord-tenant relationship.

Legal Violations and Implications of Your Conduct

1) Failure to Comply with Fla. Stat. §83.49(3)(a):

This statute requires landlords to provide clear and timely notice, including accurate contact information, to tenants. Your reliance on an invalid address, compounded by subsequent inconsistencies, is a clear violation.

1) Violation of Fla. Stat. §605.0902:

By failing to register Amarlu Enterprises as a foreign entity in Florida, despite using it to collect rent and manage property dealings, you have evaded your legal obligations and undermined the enforceability of the lease agreement.

1) Pattern of Negligence and Bad Faith:

The 10-day delay caused by the incorrect address you provided demonstrates negligence, while your subsequent use of a PO Box associated with Amarlu Enterprises underscores your inconsistent and obstructive practices.

1) Failure to Maintain Open Channels of Communication (Fla. Stat. §83.51(2)(a)):

As a landlord, you are required to maintain effective communication with tenants to address maintenance and

other concerns. Your failure to provide consistent and accurate addresses violated this duty.

Consequences of Your Ongoing Noncompliance

If this matter is not resolved promptly, I will escalate this dispute through all available legal and regulatory channels, including:

1) Regulatory Complaints:

Filing formal complaints with Florida regulatory authorities, including the Department of Agriculture and Consumer Services, for violations of landlord-tenant statutes.

Reporting to the Florida Department of Revenue and Internal Revenue Service for potential tax implications arising from your undisclosed business operations.

1) Civil Litigation:

Pursuing legal action to recover:

Full restitution of the \$4,500 security deposit.

Additional damages for bad faith, emotional distress, and financial losses caused by your negligent and obstructive practices.

1) Public and Legal Accountability:

Highlighting your statutory violations and bad faith conduct in public and legal forums to ensure full accountability.

Conclusion

Your actions throughout this tenancy from failing to provide a valid landlord address to relying on inconsistent and obstructive communication practices demonstrate a willful disregard for your obligations under Florida law. My reliance on the publicly filed address for Amarlu Enterprises is not only justified but necessary, given your deliberate attempts to obscure your contact details and evade accountability.

This letter serves as your final opportunity to engage in good faith and resolve this matter amicably. Should you fail to act in accordance with Florida law, I will pursue every available remedy to ensure you are held accountable for your violations.

A. MISREPRESENTATION AND LEGAL STATUS

The landlords, Luther Rollins and Mary O. Polk, engaged in a systematic misrepresentation of their legal status and business operations, a calculated deception intended to obscure their true intentions and evade regulatory scrutiny. By failing to disclose the existence and role of Amarlu Enterprises in the lease agreement, they created a false impression of who the tenants were contracting with. This omission was not merely an oversight; it was a deliberate act of concealment, aimed at misleading the tenants and depriving them of essential information about the true parties involved in the transaction.

Furthermore, by directing payments to Amarlu Enterprises, an unregistered entity in Florida, they created a complex and opaque financial structure that violated Florida's foreign entity registration laws (§ 605.0902). This

deliberate obfuscation of their legal status and business operations is not only a breach of contract but also a clear indication of bad faith and a potential attempt to evade tax obligations. The use of a P.O. Box address, coupled with the misrepresentation of a physical business location, further compounds this deception, creating a false sense of legitimacy while actively violating both state and federal regulations. This pattern of misrepresentation is not a minor infraction; it's a fundamental flaw that undermines the entire foundation of their business dealings and exposes them to significant legal and financial liabilities.

B. SECURITY DEPOSIT MISMANAGEMENT: IMPROPER NOTICE

The landlords' handling of the security deposit is a textbook example of how NOT to comply with Florida law, a symphony of violations that demonstrates a blatant disregard for tenant rights. The initial "Notice of Intention to Impose Claim on Security Deposit" was a masterclass in noncompliance, failing to provide the itemization mandated by Florida Statute §83.49(3). This is not a minor oversight; it's a fundamental breach of their legal obligations. The notice lacked sufficient detail and specificity, preventing the tenant from making an informed objection. The use of an incorrect zip code further compounded this violation, creating a delay in the tenant's receipt of the notice and impeding their ability to respond within the statutory timeframe. This is not a simple clerical error; it's a calculated move to obstruct the tenant's right to due process. Furthermore, the landlords failed to disclose the location and status of the security deposit, a clear violation of Florida law.

This lack of transparency is not only a breach of their legal obligations but also a clear indication of their intent to conceal their actions. Finally, the landlords' unlawful deductions from the security deposit, without proper documentation or justification, and their subsequent failure to provide evidence in subsequent letters, further solidifies their pattern of noncompliance and bad faith. This is not a case of simple oversight; it's a deliberate attempt to unlawfully retain funds that rightfully belong to the tenant.

C. SECURITY DEPOSIT MISMANAGEMENT: INCORRECT ADDRESS

The landlords' use of an incorrect zip code on the notice of intent to impose a claim on the security deposit is not a simple clerical error; it's a calculated act of obstruction designed to impede the tenant's ability to respond within the statutory timeframe. By using the incorrect zip code, the landlords created a delay in the delivery of the notice, effectively shortening the 15-day window the tenant had to object to the claim. This is not a minor mistake; it's a deliberate attempt to manipulate the legal process and undermine the tenant's right to due process. The fact that the landlords used a P.O. Box address, which is not a

valid business address, further compounds this violation, creating a situation where the tenant was forced to visit a post office to retrieve the notice, adding an additional layer of inconvenience and delay. This manipulation of the mailing address is not just a procedural error; it's a deliberate attempt to obstruct the tenant's ability to respond to the claim and to unlawfully retain the security deposit.

I. CHRONOLOGICAL ADDRESS DOCUMENTATION

A. Initial Business Filing (July 7, 2023) 231 Government Ave. SW #3097 Hickory, North Carolina 28603-3097

B. First Certified Letter Return Address 231 Government Ave. SW #3097 Hickory, NC 28603 Documentation Date: Oct

C. Subsequent Correspondence Address 231 Government Ave. SW PO Box #3097 Hickory, NC 28603

D. Final Known Address PO Box #3097 Hickory, NC 28603

II. MATERIAL MISREPRESENTATION ANALYSIS

- 1) Address Evolution Pattern
 - Progressive removal of street address elements
 - Transition from physical address to P.O. Box only
 - Consistent use of incorrect ZIP code
 - Omission of required business address components
- 2) Legal Implications
 - Violation of federal business address requirements
 - Non-compliance with business registration standards
 - Pattern of deliberate address misrepresentation
 - Evasion of proper business identification requirements
- 3) Documentation Purpose
 - This record establishes a pattern of progressive address misrepresentation
 - This continues to demonstrate systematic attempts to obscure legitimate business locations and contact information, which is in violation of applicable federal regulations.

D. SECURITY DEPOSIT MISMANAGEMENT: FAILURE TO DISCLOSE

The landlords' failure to provide proper notice regarding the security deposit is a clear violation of Florida Statute §83.49(3)(a), a cornerstone of tenant protection. The law mandates that landlords must provide a written notice by certified mail within 30 days of the tenant vacating, stating their intent to impose a claim on the security deposit and the reasons for it. This notice must be specific and detailed, allowing the tenant to understand the basis for the claim and to formulate an informed response.

The landlords' notice failed on multiple fronts: it lacked sufficient detail and itemization of damages, preventing the tenant from understanding the specific charges and making a meaningful objection. Despite the tenant's request for clarification, the landlord merely implied in the

first letter that he had the necessary evidence to support his claims.

If he indeed possessed such evidence, it stands to reason that it would have been presented in the second letter, especially given his expressed desire to avoid litigation. Instead, by withholding this alleged evidence for a second time, the landlord appears to be encouraging a dispute rather than resolving it.

The vague references to "excessive garbage," "spoiled food," and "damage to the walls," without any supporting evidence or specific locations, are insufficient to meet the legal requirements. This lack of specificity is not a minor oversight; it's a deliberate attempt to circumvent the law and deny the tenant their right to due process. The landlords' failure to provide a proper notice is not just a procedural error; it's a fundamental breach of their legal obligations that renders their claim on the security deposit invalid.

E. SECURITY DEPOSIT MISMANAGEMENT: IMPROPER NOTICE

The landlords' failure to provide proper notice regarding the security deposit is a clear violation of Florida Statute §83.49(3)(a), a cornerstone of tenant protection. The law mandates that landlords must provide a written notice by certified mail within 30 days of the tenant vacating, stating their intent to impose a claim on the security deposit and the reasons for it. This notice must be specific and detailed, allowing the tenant to understand the basis for the claim and to formulate an informed response. The landlords' notice failed on multiple fronts: it lacked sufficient detail and itemization of damages, preventing the tenant from understanding the specific charges and making a meaningful objection. The vague references to "excessive garbage," "spoiled food," and "damage to the walls" without any supporting evidence or specific locations, are not sufficient to meet the legal requirements. This lack of specificity is not a minor oversight; it's a deliberate attempt to circumvent the law and deny the tenant their right to due process. The landlords' failure to provide a proper notice is not just a procedural error; it's a fundamental breach of their legal obligations that renders their claim on the security deposit invalid.

F. SECURITY DEPOSIT MISMANAGEMENT: UNLAWFUL DEDUCTIONS

The landlords' unlawful deductions from the security deposit, without proper documentation or justification, are a blatant violation of Florida Statute §83.49(3).

The law requires landlords to provide an itemized list of damages and supporting evidence when withholding any portion of the security deposit.

The landlords' vague references to "excessive garbage," "spoiled food," and "damage to the walls" without any specific details, photos, or receipts, are not sufficient to meet the legal requirements.

This is not a case of simple oversight; it's a deliberate attempt to unlawfully retain funds that rightfully belong to the tenant. T

The landlords' failure to provide a detailed breakdown of the costs associated with each deduction, along with supporting documentation, is a clear indication of their intent to circumvent the law and to unlawfully enrich themselves at the tenant's expense. This is not a minor infraction; it's a fundamental breach of their legal obligations that renders their claim on the security deposit invalid.

G. SECURITY DEPOSIT MISMANAGEMENT: WITHHOLDING WITHOUT JUSTIFICATION

The landlord retained the full security deposit of \$4,500 without providing adequate justification or evidence of damage. Initially, the landlords assertion regarding the security deposit lacked clarity and failed to present the necessary specific details or itemized claims. This absence of specificity contravenes Florida law, which delineates clear requirements for the management of security deposits.

The notice issued by the landlord cited multiple damage claims or issues concerning the property. However, these allegations were not supported by any concrete evidence, placing the tenant in a challenging position. Furthermore, when the landlord subsequently offered to return 3,000 continued to be withheld. This behavior further illustrates his lack of justification for retaining such a substantial portion of the deposit.

The landlords actions demonstrate a clear disregard for the legal standards established in Florida regarding the management and return of security deposits. The tenant contends that it is inappropriate for the landlord to justify deductions from the security deposit based on potential future maintenance costs or damages. Additionally, courts have consistently ruled that vague notices, which do not provide explicit justification, are insufficient to legally withhold any portion of the deposit..

H. SECURITY DEPOSIT MISMANAGEMENT: FAILURE TO PROVIDE EVIDENCE IN SUBSEQUENT LETTERS

The landlords' failure to provide any supporting evidence in subsequent letters, despite the tenant's formal dispute and request for documentation, further solidifies their pattern of noncompliance and bad faith. The law requires landlords to provide timely, itemized evidence to justify any deductions from the security deposit. The landlords' continued reliance on vague allegations and unsubstantiated claims, without providing any photos, receipts, or other supporting documentation, is a clear indication of their inability to meet the legal requirements. This is not a case of simple oversight; it's a deliberate attempt to avoid accountability and to unlawfully retain the tenant's funds. The landlords' failure to provide evidence in subsequent letters is not just a procedural error; it's a

deliberate attempt to undermine the tenant's right to due process and to unlawfully retain the security deposit.

This detailed analysis, far exceeding the original document's length, provides a comprehensive overview of the landlords' violations. We have meticulously documented every misstep, every act of deception, and every breach of their legal obligations. This is not just a case of simple noncompliance; it's a pattern of calculated misconduct that demands a strong and decisive response. We will use this information to build a case that will hold the landlords accountable for their actions and secure maximum legal and financial recourse for the tenant.

I. UNLAWFUL RETENTION & CONVERSION OF PERSONAL PROPERTY: FAILURE TO PROVIDE NOTICE

The landlord violated Florida Statute §715.104 by failing to provide written notice to the tenant regarding personal property left behind after the lease ended. This statute mandates that landlords must inform former tenants about any personal property that remains on the premises. It requires them to describe the items left behind and specify a clear timeframe for retrieval. In this case, the landlord not only neglected to deliver this legally required notice, but also failed to provide an itemized list of the personal property. Specifically, the tenant had left behind a Weber Spirit E-310 Propane Grill along with several other belongings.

Additionally, the landlord did not respond to multiple written requests made by the tenant, dated September 25, 2024, and September 27, 2024, which asked for the retrieval of the personal property. This lack of response further illustrates the landlord's failure to comply with the statute. The absence of written notice and the inability to address the tenant's requests indicate a significant violation of their responsibilities under Florida law. The landlord's actions reflect a serious disregard for the legally mandated procedures concerning the handling of a tenant's abandoned personal property.

The failure to provide the required notice as stipulated by §715.104 is not merely a minor oversight; it represents a direct violation of Florida law. Such negligence places the landlord at odds with established statutory procedures. By failing to notify the tenant, the landlord deprived them of the opportunity to reclaim their possessions, including the Weber grill and other personal items. Florida law explicitly requires landlords to deliver written notifications to former tenants, detailing the existence of any personal property left behind and affording them a chance to retrieve those items before any disposal actions occur. The landlord's inaction in this matter is a clear failure to uphold his legal responsibilities, highlighting a significant lapse in following the proper protocols for handling a tenant's abandoned personal property.

J. UNLAWFUL RETENTION & CONVERSION OF PERSONAL PROPERTY: CONVERSION OF PROPERTY

The landlords' actions go beyond mere retention; they constitute a clear case of conversion, the unauthorized use and control of another's property inconsistent with their ownership rights. By failing to allow the tenant to retrieve their personal property, and then using the tenant's Weber Spirit E-310 Propane Grill to market the rental property, the landlords exercised dominion over the tenant's belongings in a manner that is inconsistent with the tenant's ownership rights. This is not a case of simple possession; it's a deliberate act of conversion, a violation of the tenant's property rights. The use of the tenant's grill as a marketing amenity is a particularly egregious example of this conversion, demonstrating a blatant disregard for the tenant's ownership and a clear intent to benefit from the tenant's property without their consent. This is not a minor infraction; it's a deliberate act of conversion that exposes the landlords to significant legal and financial liabilities.

The landlord's decisions reflect poor judgment and present a clear case of conversion regarding the tenant's personal property. In this context, conversion refers to the unauthorized control over someone's belongings, which undermines their ownership rights. This situation is particularly evident in the landlord's choice to keep the tenant's Weber Spirit E-310 Propane Grill along with several other personal items. What exacerbates the seriousness of this case is that the landlord not only retained these possessions but also used them in a way that indicates a lack of respect for the tenants ownership.

Under Florida law, the intent to convert property is not a necessary element; rather, what is important is the act of controlling the property in a way that is inconsistent with the rights of the owner. The landlords actions in utilizing the grill and other personal items for advertising purposes clearly indicate an unauthorized use of the tenants property, thereby constituting conversion. This behavior reflects a blatant disregard for the tenant's rights.

Moreover, the landlords offer of \$500 for the personal property further suggests an awareness of potential legal liability for his actions. In the case of *Goodwin v. Alexatos*, it was established that the unauthorized retention and use of someone else's property indeed amounts to conversion. This ruling allows the original owner to recover the value of their property, and they may also be entitled to punitive damages depending on the circumstances.

Additionally, the landlords actions violate Florida Statute §83.67(5), which explicitly prohibits landlords from using a tenants property without their consent. This legal framework is designed to protect tenants from such unauthorized actions, reinforcing the importance of respecting ownership rights and personal property.

K. Unlawful Retention & Conversion of Personal Property: Shifting Burden of Proof

The landlord has attempted to shift the burden of proof onto the tenant by requesting evidence that the tenant's personal property was left on the premises⁷³⁵⁴². This is contrary to Florida law, which places the burden on the landlord to prove that the property was not present or that it had been abandoned⁷³⁵⁴². The landlord's actions imply that it was the tenant's responsibility to prove the existence of the personal property in the premises, but in reality, the burden of proof lies on the landlord to demonstrate that they have complied with Florida Statute §715.104 and to justify the claim that the property was not left at the property by the tenant⁷³⁵⁴². The landlord's attempt to shift the burden of proof is a misrepresentation of legal requirements.

The landlord is trying to evade his statutory obligations under Florida law by attempting to shift the burden of proof, which further demonstrates a pattern of bad faith⁷³⁵⁴². The landlord's approach not only contradicts established legal principles but also serves to obscure his own failures to comply with statutory requirements. By attempting to shift the burden of proof, the landlord is attempting to skirt his legal responsibility to properly notify the tenant regarding the disposition of their personal property and instead try to place this responsibility on the tenant⁷³⁵⁴². The landlord, rather than proving he had followed the law, was requiring the tenant to prove a negative, that he had not abandoned their personal property. The burden of proof lies with the landlord, and this shift is an attempt to avoid legal accountability⁷³⁵⁴².

L. UNLAWFUL RETENTION & CONVERSION OF PERSONAL PROPERTY: SHIFTING BURDEN OF PROOF

The landlord misrepresented a text message from the tenant, creating a false implication that the tenant had abandoned their personal property. By selectively quoting only a portion of the text message, the landlord sought to establish a misleading narrative that suggested the tenant had forfeited any claim to their belongings.

However, the complete text of the tenant's message clearly expresses an intention to recover the remaining possessions, rather than abandon them. The tenant indicated that they were "leaving town tonight indefinitely," but also stated, "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 statement unequivocally demonstrates their intent to reclaim their belongings. The landlord's selective quoting constitutes a deliberate effort to distort the facts and evade legal obligations under Florida law.

By omitting crucial parts of the tenant's message, the landlord engaged in misrepresentation of facts and attempted to evade his responsibilities in accordance with

the law. This mischaracterization of communication further underscores the landlord's bad faith and intent to manipulate the situation to align with his own narrative while circumventing legal accountability. The landlord's actions are not only a deliberate attempt to evade obligations but also illustrate a clear effort to distort communication. The complete context of the message reveals unequivocally that the tenant did not intend to abandon their property, but instead sought to responsibly manage their possessions despite leaving town temporarily.

M. UNLAWFUL RETENTION & CONVERSION OF PERSONAL PROPERTY: MISREPRESENTATION OF ABANDONMENT

The landlord engaged in a deliberate misrepresentation of the tenant's intentions concerning their personal property, attempting to falsely portray the tenant as having abandoned their belongings, in direct contradiction of both the facts and Florida law. This misrepresentation revolves around a text message sent by the tenant on September 4, 2024, in which the tenant stated, "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." The landlord selectively quoted the initial part of this message, "I'm leaving town tonight indefinitely," while omitting the subsequent clarifying sentences that explicitly indicate the tenant's intent to retrieve their property, not abandon it. By truncating the message, the landlord constructed a false narrative suggesting that the tenant had relinquished any claim to their belongings.

This selective quotation and misrepresentation represent a clear attempt by the landlord to avoid his legal obligations under Florida Statute §715.104²³⁴. This statute outlines the procedures a landlord must follow when a tenant leaves personal property behind, requiring written notice to the former tenant that describes the property and allows a reasonable opportunity for retrieval before disposing of the items. By misrepresenting the tenant as having abandoned their property, the landlord attempted to circumvent these statutory requirements.

The full context of the tenant's message, which the landlord deliberately ignored, clearly shows the tenant's intent to retrieve their remaining possessions. The tenant's statement, "It's the only opportunity to get the other belongings off your hands and off your property," indicates that the tenant understood their belongings remained at the property and was seeking the chance to collect the "other belongings" from the landlord. This message communicates that the tenant did not intend to abandon the property but, rather, was expressing their intention to retrieve it. The tenant's message clearly articulated their desire to reclaim their possessions, not to abandon them. The landlord's manipulation of this message is not a mere misunderstanding; it represents a deliberate effort

to distort the facts and create a false premise to justify their actions concerning the tenant's personal property.

The landlord's misrepresentation of the tenant's text message is further exacerbated by their blatant failure to respond to the tenant's numerous requests for retrieving their personal property. On multiple occasions, specifically on September 25, 2024, and September 27, 2024, the tenant submitted written requests requesting access to the property to collect their belongings. Unfortunately, these requests were ignored by the landlord, who demonstrated a clear pattern of negligence and disregard for the tenant's rights. This behavior indicates a troubling intent on the part of the landlord to unlawfully withhold and convert the tenant's property for their own use.

The deliberate misrepresentation of the tenant's messages, coupled with the landlord's consistent neglect of their attempts to reclaim their belongings, illustrates a significant pattern of bad faith. This conduct not only undermines the tenant's rights but also stands in direct violation of Florida law, which is specifically designed to safeguard tenants from arbitrary and capricious actions taken by landlords. Such behavior significantly strengthens the tenant's case for aggravated damages, as the landlords' misrepresentation of their intentions regarding property retrieval can be seen as a calculated attempt to justify their actions.

Moreover, the landlords' misrepresentation served to rationalize the subsequent conversion of the tenants' property, such as the unauthorized use of the tenant's Weber grill in the rental listing for marketing purposes. This blatant act demonstrates an effort by the landlord to evade legal responsibilities through misleading tactics and deception.

In conclusion, the landlord's misrepresentation of the tenant's text message is not merely an oversight but a deliberate strategy to shirk their legal obligations while unlawfully retaining and converting the tenant's property. This, along with their failure to provide the necessary legal notice and repeated refusal to acknowledge the tenant's retrieval requests, strongly illustrates a clear violation of Florida law and reflects a long-standing pattern of bad faith in dealing with tenants. The overall actions of the landlord showcase a disregard for the law and the rights of tenants, warranting significant concern and legal recourse for the affected individual.

N. LANDLORD NEGLIGENCE & BREACH OF HABITABILITY: FAILURE TO MAINTAIN PREMISES

The landlord failed to maintain the premises in a safe and habitable condition, as required by Florida law. The landlords' negligence is evident in several critical areas. For instance, the landlord did not address a severely clogged kitchen sink early in the tenancy, which forced the tenant to resolve the issue themselves, incurring expenses that should have covered by the landlord. This early neglect set a worrying precedent for the entire tenancy.

Furthermore, the landlord failed to address the repairs needed for a broken fence gate, despite receiving numerous notifications and engaging in discussions with the tenant regarding the urgency of the situation. This negligence resulted in a break-in, underscoring the landlord's lack of consideration for tenant safety. Additionally, the landlord's insufficient response to the safety concerns raised after the break-in including the failure to improve property security further highlights a troubling pattern of negligence.

The tenant also experienced difficulties in affixing security cameras to the physical structures on the property, which the landlord had previously agreed would be taken care of. These failures to address fundamental maintenance and security issues represent a clear breach of the implied warranty of habitability.

The landlords' failure to maintain a safe and habitable property, mandated under Florida law, represents a severe breach of his responsibilities. The neglect surrounding maintenance issues, such as the clogged sink and broken fence, contributed directly to a compromised living environment. Moreover, the landlord's failure to respond adequately to security concerns following the break-in further illustrates a lack of concern for the tenant's safety and overall well-being.

These actions not only violate legal requirements but also significantly contributed to the tenants' emotional distress, worsening pre-existing conditions. The landlords' inaction represents a violation of the duty to maintain a safe and habitable property. This ongoing neglect compelled the tenant to take proactive measures regarding basic maintenance issues while living in an unsafe environment.

O. LANDLORD NEGLIGENCE & BREACH OF HABITABILITY: FAILURE TO ADDRESS SECURITY CONCERNS

The landlord exhibited clear and actionable negligence by neglecting to address severe security concerns within the rental property, especially following a break-in on March 26, 2024. This negligence represents a direct violation of the landlord's legal obligation to uphold a safe and habitable environment for the tenant, as mandated by Florida law. Rather than being a mere oversight, this lack of action constitutes a pattern of negligent omissions that not only endangered the tenant but also exacerbated their existing vulnerabilities.

More specifically, the landlord was aware of the compromised condition of the fence gates, which were reported to be either not latching securely or not latching at all. These gates served as the entry point for the intruder during the break-in, clearly underscoring the immediate and significant security risk they posed.

Despite this awareness and the tenant's direct requests to enhance the gates, the landlord failed to take necessary and appropriate actions. The tenant had even proposed the installation of metal gates equipped with functional locking mechanisms, yet the landlord disregarded these

crucial suggestions. This inaction on the landlord's part not only heightened the tenant's vulnerability but also instilled a continual sense of insecurity regarding their safety. The landlord's inattention to secure the gates is a blatant breach of their duty of care to ensure the property is maintained in a safe condition.

Further compounding the issue, the landlord restricted the tenant's ability to install security cameras on the property. The landlord expressly prohibited the installation of cameras that could be fixed to the home's exterior or any structure on the property.

This restriction effectively stifled the tenant's efforts to implement meaningful security measures, despite the evident need for such precautions in the wake of the break-in, especially considering that surrounding neighbors had taken the initiative to install security cameras.

The landlord's refusal to permit the tenant to install adequate security cameras further exemplifies a blatant disregard for the tenant's safety, exacerbating the already substantial breach of their duty of care. Moreover, the landlord's indifference to addressing these pressing security issues has significantly contributed to the tenant's experience of post-traumatic stress disorder following the incident.

The landlord's negligence in addressing the security concerns extends beyond mere inconvenience; it constitutes a profound breach of their fundamental responsibility to guarantee a safe living environment for the tenant.

The combination of unsecured gates and the prohibition against installing security cameras left the tenant vulnerable to further harm and directly resulted in emotional and psychological distress. This failure to adequately address security concerns represents a significant legal violation under Florida law, further underscoring the necessity for the landlord to uphold their obligations and responsibilities to their tenants.

P. LANDLORD NEGLIGENCE & BREACH OF HABITABILITY: BREACH OF IMPLIED WARRANTY

The landlords' actions and inactions clearly violate the implied warranty of habitability, a crucial legal principle ensuring that landlords maintain rental properties in a safe and livable condition. This warranty is established under Florida Statute §83.51, which mandates that landlords adhere to all relevant building, housing, and health codes and keep the structural components of their properties in good repair.

In the present case, the landlord failed to fulfill these legal obligations, particularly by neglecting essential maintenance and security concerns. This negligence fostered an environment that rendered the property unsafe and uninhabitable. For instance, the landlord did not address a clogged kitchen sink, an issue that the tenant reported in October. The lack of response forced the tenant to undertake repairs independently, highlighting a blatant disregard for the fundamental standards of habitability

and the tenant's entitlement to a functional living space. This oversight not only points to an unacceptable failure to maintain the property but also resulted in unsanitary living conditions that further compromised the tenants' quality of life.

Moreover, the landlord's inaction regarding the deteriorated fence gate, coupled with the refusal to permit the installation of security cameras following a break-in, significantly exacerbated the breach of the implied warranty of habitability. The existence of these security deficiencies directly undermined the tenant's safety and well-being. The broken gates allowed easy access for intruders, illustrating a profound failure to maintain the property in a secure condition. The landlords' neglect in addressing security concerns, especially after a break-in despite the tenant's persistent requests, clearly demonstrates a disregard for their responsibility to ensure the safety of the premises. By neglecting to secure the property and denying the tenant the ability to implement necessary security measures, the landlord not only created an unsafe environment but also contributed to the tenant's increased emotional distress and the exacerbation of psychological conditions.

The unresolved maintenance issues, coupled with these significant security deficiencies, fostered a living environment that failed to meet the basic standards of habitability required by Florida law. This consistent failure to uphold the requisite safety and livability standards constitutes a significant breach of the implied warranty of habitability. As a direct result of the landlord's negligence, the tenant is entitled to pursue legal remedies and compensation for damages incurred. This includes the costs associated with repairs, potential rent abatement for the duration that the property remained uninhabitable, and any medical expenses arising from psychological trauma, such as PTSD, that was exacerbated by the landlord's gross neglect of duty.

Q. LANDLORD MISCONDUCT & HARASSMENT: UNWANTED COMMUNICATION

The landlord engaged in a persistent and unwarranted pattern of communication that clearly constitutes harassment under Florida law, severely violating the tenant's rights and inflicting significant emotional distress. Despite the tenant providing explicit and well-documented requests for all communication to be conducted solely through written correspondence via certified mail, the landlord repeatedly violated this directive by contacting the tenant through unsolicited phone calls, voicemails, and text messages. This blatant disregard for the tenant's clear and expressed preferences not only represents a breach of the tenants' explicit instructions but also reflects a willful attempt to pressure and coerce the tenant into direct, verbal communication, which the tenant explicitly sought to avoid.

Moreover, the landlords' unsolicited phone calls, voicemails, and text messages persisted even after the tenant

had submitted a formal dispute letter outlining the requirement that all communication should occur via certified mail. Such communications unequivocally violate the tenant's stated requests and contribute to an environment of harassment and coercion. The landlord's repeated attempts to bypass the designated communication channel are not mere misunderstandings; they emerge as a calculated effort to disregard the tenant's documented preferences and cultivate a communication channel that the landlord felt more comfortable with despite the tenant's clear objections.

This unwanted and intrusive communication was particularly harmful, given the tenants pre-existing mental health condition. The landlord was fully aware, as Mr. Steinberger received notice via text from the tenant, Stephen Boerner, around September 2nd and 3rd, informing him of the tenant's PTSD and the panic attacks experienced while vacating the property. This situation was further aggravated by a break-in at the property, along with the landlords glaring negligence in addressing security concerns.

R. LANDLORD MISCONDUCT & HARASSMENT: MISREPRESENTATION OF LEGAL PROCESS

The landlord misrepresented the legal process by attempting to coerce the tenant into a phone call under the pretense that such a conversation was legally necessary to maintain amicable relations. This misrepresentation serves as a deliberate attempt to undermine the tenant's legal rights, creating an uneven power dynamic that favors the landlord.

Specifically, the landlord, who is a practicing lawyer, reached out to the tenant through both voicemail and text messages, asserting that an amicable approach was required in the dispute resolution process. This assertion misleadingly implies that being amicable constitutes a legal obligation, which is unequivocally false. The landlord, fully aware of Florida law, should have recognized that no such requirement exists; rather, the tenants pursuit of formal legal channels of communication is entirely valid and supported by legal precedent. By misrepresenting the legal process, the landlord sought to coerce the tenant into a phone conversation, thereby placing the tenant at a distinct disadvantage. The tenant, lacking legal representation, would find themselves in a significantly vulnerable position when engaging directly with the landlord, a trained legal professional. This conduct represents a deliberate attempt to undermine the tenant's legal rights and interests.

The landlord's insistence on the need for amicability in communication is a tactical maneuver to gain an undue advantage in the dispute. By urging phone conversations and informal discussions, the landlord is attempting to bypass the formal communication and dispute resolution channels that the tenant has reasonably established. Such misrepresentation of the legal process only further empha-

sizes the landlords bad faith and intentional disregard for the tenant's rights. The landlords preference for telephonic discussions disregards the tenants legitimate request to conduct all written communications, including through certified mail, as explicitly outlined in the tenant's formal dispute letter.

This misrepresentation of the legal process constitutes an ethical violation, particularly since the landlord is a licensed attorney and thus held to a more stringent standard of professional conduct. As an attorney, the landlord is presumed to possess an inherent understanding of legal obligations and statutory requirements applicable to such situations. The landlord's attempt to mislead the tenant regarding the legal process not only underscores their dishonesty but also highlights their willful misconduct in their capacity as a landlord and their role as a legal professional. The ongoing misrepresentation of the legal process constitutes a clear abuse of the power differential traditionally present between a landlord and a tenant, illustrating a calculated intent to undermine the tenants rights rather than a genuine effort to engage in good faith resolution of the disputes at hand.

S. LANDLORD MISCONDUCT & HARASSMENT: EMOTIONAL DISTRESS

The landlords actions caused significant emotional distress to the tenant, which exacerbated the tenant's pre-existing mental health conditions. This emotional distress was not merely an incidental consequence of the landlord's behavior; it was a direct and foreseeable result of their negligence, harassment, and malfeasance.

As a result of a break-in at the property, the tenant developed post-traumatic stress disorder (PTSD). Despite being fully aware of the tenants condition, which was diagnosed after the traumatic incident, the landlord failed to address critical security concerns. The landlords subsequent actions, including repeated unwanted communications and neglecting to resolve essential maintenance and security issues, directly worsened the tenants symptoms of PTSD.

Furthermore, the landlord engaged in persistent harassment through unsolicited phone calls and text messages, which added to the tenant's stress and anxiety. Even though the tenant made a clear request to communicate solely via certified mail to minimize distress, the landlord disregarded this request. He continued contacting the tenant through a variety of unwelcome channels. This behavior not only constituted a violation of the tenant's wishes but also served to pressure the tenant, contributing further to their emotional suffering.

The landlords refusal to respect the tenants preferred method of communication and the ongoing attempts to impose unwanted interactions demonstrate intentional misconduct and a blatant disregard for the tenant's wellbeing. The landlord's negligence in maintaining a safe living environment further exacerbated the tenants emotional

distress. Unresolved maintenance issues, particularly the broken gates and the failure to install security cameras, created a persistent sense of insecurity and vulnerability that aggravated the tenant's existing mental health challenges.

The landlord's actions go beyond mere poor communication or negligence; they reflect a calculated pattern of behavior that significantly contributed to the tenant's emotional distress and the aggravation of their pre-existing conditions. Given the intentional nature of the landlords misconduct, the situation justifies an award of compensatory damages for medical expenses related to therapy and medication, as well as for the pain and suffering experienced by the tenant. Given the egregious nature of the landlords conduct, there is also substantial grounds for seeking punitive damages.

T. PROFESSIONAL MISCONDUCT & ETHICAL VIOLATIONS: MISREPRESENTATION AS A LAWYER

The landlord's use of the email address "luther2law@gmail.com" may constitute misrepresentation, suggesting that he is acting as a lawyer in this matter. However, it remains unclear whether this is true or if the claim is simply intended to intimidate the tenant. This ambiguity surrounding the email address, along with the landlords actions and communications, raises concerns about a potential intentional effort to project an impression of legal authority. Such behavior creates an uneven power dynamic in the landlord's interactions with the tenant, which is highly problematic.

The implication of the email address can mislead the tenant, who may not be familiar with legal matters or terminology. This can foster a false sense of apprehension and may pressure the tenant into accepting unfavorable terms or conditions. Additionally, the documents suggest that this situation could indicate an attempt by the landlord to shield himself from scrutiny while still benefiting from the perceived advantages of appearing to be a legal professional. Such an inconsistency warrants closer examination to determine the true intentions behind the landlords actions.

Even if the landlord is indeed a licensed attorney, his conduct in this situation raises significant ethical concerns. Attorneys are held to higher ethical standards, as dictated by the established rules of professional conduct. The landlords behaviors may potentially violate these essential standards of practice. For instance, rules governing attorney conduct explicitly prohibit actions involving dishonesty, fraud, deceit, or misrepresentation. Any misrepresentation regarding communications or legal requirements for "amicable" interactions, along with the misleading use of the email address, could potentially breach these ethical obligations.

Moreover, there are guidelines that prohibit conduct that becomes prejudicial to the administration of justice. The landlord's actions, such as mishandling the security

deposit, unlawfully retaining the tenants personal property, neglecting to provide a safe living environment, and engaging in patterns of harassment against the tenant, illustrate clear violations of these ethical standards. These actions reflect a consistent pattern of overlooking the law and ethical norms, indicating a deliberate effort to undermine the tenants legal rights.

Thus, the potential for misrepresentation through the use of "luther2law@gmail.com" and the documented ethical violations form a compelling basis for filing a complaint with the Florida Bar. If the allegations are substantiated, this misconduct could lead to serious disciplinary actions against the landlord, which may include reprimands, suspension, or even disbarment. This situation further emphasizes the egregious nature of the landlord's actions, shedding light not only on the violations of landlord-tenant law but also on significant breaches of professional ethical obligations.

U. PROFESSIONAL MISCONDUCT & ETHICAL VIOLATIONS: VIOLATIONS OF FLORIDA BAR RULES

uther Rollins' status as a licensed attorney elevates his actions from mere landlord negligence to a potential breach of professional ethics, a betrayal of the public trust. His involvement in structuring the lease and payment arrangements, which are now demonstrably in violation of Florida law, raises serious questions about his adherence to the Florida Bar Rules of Professional Conduct.

This is not a case of simple oversight; it's a deliberate act of using his legal expertise to create exploitative schemes that circumvent the law. Specifically, his actions may violate Rule 4-8.4(c), which prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation, and Rule 4-8.4(d), which prohibits conduct that is prejudicial to the administration of justice. His failure to disclose the existence of Amarlu Enterprises, his manipulation of the payment process, and his subsequent attempts to coerce the tenant into a phone call all point to a pattern of dishonesty and a disregard for the legal process. This is not a minor infraction; it's a serious breach of professional ethics that warrants investigation by the Florida Bar. Rollins' actions are not just a violation of tenant rights; they are a betrayal of the legal profession and a demonstration of how legal knowledge can be weaponized for personal gain.

V. LACK OF TRANSPARENCY & BAD FAITH: FAILURE TO PROVIDE EVIDENCE

The landlords' consistent failure to provide timely and specific evidence to support their claims is a clear indication of bad faith and a deliberate attempt to obstruct the tenant's right to due process. This is not a case of simple oversight; it's a calculated strategy to avoid accountability and to unlawfully retain the tenant's funds.

The landlords' vague references to "damage to the walls," "excessive garbage," and "missing items" without

providing any photos, receipts, or other supporting documentation, are not sufficient to meet the legal requirements. This lack of transparency is not just a procedural error; it's a deliberate attempt to undermine the tenant's ability to respond to the claim and to unlawfully retain the security deposit. The landlords' failure to provide an inventory list, despite claiming that one exists, further compounds this violation, demonstrating a clear intent to conceal the true nature of their claims and to prevent the tenant from verifying the accuracy of their allegations. This is not a case of simple negligence; it's a calculated act of bad faith that exposes the landlords to significant legal and financial liabilities.

W. LACK OF TRANSPARENCY & BAD FAITH: ARBITRARY SETTLEMENT OFFER

The landlords' settlement offer of \$2,000, split between a partial refund of the security deposit and a payment for the personal property, is not only inadequate but also a clear indication of bad faith and a deliberate attempt to minimize their liability. This is not a case of a good-faith attempt to resolve the dispute; it's a calculated strategy to avoid accountability and to unlawfully retain the majority of the tenant's funds.

The offer disregards the full extent of the tenant's claims, including the statutory penalties, treble damages, and emotional distress damages that are potentially available under Florida law. The offer also fails to acknowledge the landlords' numerous violations of Florida statutes and their deliberate attempts to circumvent the legal process. This is not a minor misstep; it's a blatant attempt to exploit the tenant's vulnerability and to avoid the full consequences of their actions. The landlords' arbitrary settlement offer is not just a procedural error; it's a clear indication of their intent to act in bad faith and to unlawfully retain the tenant's funds.

X. ALLEGED PROPERTY DAMAGE: DAMAGE TO WALLS

The landlords' claim of "damage to the walls" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim. The landlords provide no details regarding which walls were affected, the nature of the damage, or whether it was interior or exterior. This lack of specificity makes it impossible for the tenant to respond to the claim in any meaningful way. Furthermore, the landlords have not provided any photos or other evidence to support their claim, relying solely on vague and unsubstantiated allegations.

This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' failure to provide specific details and supporting evidence is not just a procedural error; it's a clear indication of their intent to circumvent the law and to unlawfully retain the tenant's funds. The landlords' claim of "damage to the walls" is

a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim.

Y. ALLEGED PROPERTY DAMAGE: REMOVAL OF FIXTURES

The landlords' claim of "unauthorized removal of wood cabinets, shelving, counters, and other alterations without landlord consent" is another vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim. The landlords provide no details regarding which fixtures were removed, the nature of the alterations, or the costs associated with restoring the property to its original condition. This lack of specificity makes it impossible for the tenant to respond to the claim in any meaningful way.

Furthermore, the landlords have not provided any photos or other evidence to support their claim, relying solely on vague and unsubstantiated allegations. This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' failure to provide specific details and supporting evidence is not just a procedural error; it's a clear indication of their intent to circumvent the law and to unlawfully retain the tenant's funds. The landlords' claim of "unauthorized removal of fixtures" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim.

Z. ALLEGED PROPERTY DAMAGE: EXCESSIVE GARBAGE

The landlords' claim of "excessive garbage and trash in the front and rear yards" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim. The landlords provide no details regarding the amount of garbage, its location, or the costs associated with its removal. This lack of specificity makes it impossible for the tenant to respond to the claim in any meaningful way.

The landlords have not provided any photos or other evidence to support their claim, relying solely on vague and unsubstantiated allegations. This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' failure to provide specific details and supporting evidence is not just a procedural error; it's a clear indication of their intent to circumvent the law and to unlawfully retain the tenant's funds. The landlords' claim of "excessive garbage" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim.

. ALLEGED PROPERTY DAMAGE: SPOILED FOOD

The landlords' claim of "spoiling food in the refrigerator" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim. The landlords provide no photos, description of the extent of the issue,

or costs related to the cleanup. This lack of specificity makes it impossible for the tenant to respond to the claim in any meaningful way. Furthermore, the landlords have not provided any photos or other evidence to support their claim, relying solely on vague and unsubstantiated allegations.

This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' failure to provide specific details and supporting evidence is not just a procedural error; it's a clear indication of their intent to circumvent the law and to unlawfully retain the tenant's funds. The landlords' claim of "spoiled food" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim.

. ALLEGED PROPERTY DAMAGE: MISSING/DAMAGED ITEMS

The landlords' claim of "missing and damaged artwork, furnishings, and housewares inventory list items" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim. The landlords provide no details regarding which items were allegedly missing or damaged, nor do they provide any evidence of the original condition of the items. This lack of specificity makes it impossible for the tenant to respond to the claim in any meaningful way.

The landlords have not provided an inventory list, despite claiming that one exists, nor have they provided any photos or other evidence to support their claim, relying solely on vague and unsubstantiated allegations. This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' failure to provide specific details and supporting evidence is not just a procedural error; it's a clear indication of their intent to circumvent the law and to unlawfully retain the tenant's funds. The landlords' claim of "missing and damaged items" is a vague and unsubstantiated allegation that fails to meet the legal requirements for a valid claim.

This detailed analysis, far exceeding the original document's length, provides a comprehensive overview of the landlords' violations. We have meticulously documented every misstep, every act of deception, and every breach of their legal obligations. This is not just a case of simple noncompliance; it's a pattern of calculated misconduct that demands a strong and decisive response. We will use this information to build a case that will hold the landlords accountable for their actions and secure maximum legal and financial recourse for the tenant.

. ALLEGED ABANDONMENT OF PROPERTY: MISREPRESENTATION OF TEXT MESSAGE

Luther Rollins, the landlord, engaged in a calculated misrepresentation of the tenant's text message, aiming to

fabricate a narrative of abandonment and justify the unlawful retention of the tenant's personal property. Rollins selectively quoted the tenant's message, using the phrase "I'm leaving town tonight indefinitely" while omitting crucial context: "This is the only opportunity I have to collect the remaining belongings from your property. I appreciate your cooperation in this matter, and I thank you for your understanding." This omission is not merely an oversight; it is a calculated act of deception intended to mislead and create a false impression of abandonment.

The full text clearly demonstrates the tenant's intent to retrieve their belongings, not abandon them. This misrepresentation blatantly circumvents Florida Statute §715.104, which requires landlords to provide written notice and a reasonable opportunity for retrieval before disposing of or converting a tenant's personal property. This is a deliberate act of bad faith, undermining the landlord's credibility and exposing them to liability for conversion.

Luther Rollins has egregiously misrepresented a text message from the tenant, suggesting a false narrative of abandonment regarding the tenant's possessions. By selectively quoting and omitting critical context, the landlord has created a misleading impression that the tenant willingly forsook their belongings. However, the complete contents of the message underscore the tenant's clear intention to retrieve their belongings.

The tenant articulated:

1 > "Hi Luther, I'm leaving town tonight indefinitely. This is the only opportunity I have to collect the remaining belongings from your property. I appreciate your cooperation in this matter, and I thank you for your understanding."

This deliberate misrepresentation by the landlord is a calculated attempt to evade accountability for the unlawful retention and conversion of the tenant's property. Such actions reflect a lack of integrity and exemplify bad faith, as the landlord's distortion of the tenant's words seeks to bolster a fundamentally meritless defense.

. FAILURE TO MAKE REPAIRS: TENANT'S PROACTIVE ACTIONS

Due to the landlord's ongoing negligence, the tenant was compelled to undertake essential repairs. The landlord consistently disregarded critical maintenance issues, notably a severely clogged kitchen sink, compelling the tenant to rectify the problem independently. This scenario exemplifies a troubling pattern of neglect, forcing the tenant to handle various maintenance concerns to maintain a habitable living environment.

The landlord's persistent inaction and refusal to comply with their legal obligations under Florida Statute §83.51 to maintain properties in a safe and livable condition required the tenant to assume responsibility for necessary maintenance tasks. The tenant undertook these actions solely to ensure the property remained habitable. These actions included pruning an overgrown jackfruit tree and conducting

other repairs, which the landlord later questioned despite their failure to act.

By failing to perform these essential repairs, the landlord neglected their responsibilities and breached the implied warranty of habitability, crucial for tenant rights to a safe and livable home. Such negligence is legally unacceptable and highlights the importance of landlord accountability in upholding housing standards.

The tenant, Stephen Boerner, was consistently forced to undertake repairs due to the landlord's negligence, evidencing a clear breach of the implied warranty of habitability. The landlord's neglect of maintenance issues, including the clogged kitchen sink that rendered one side unusable for over two weeks, compelled the tenant to resolve the issue, incurring costs and inconvenience rightfully owed to the landlord.

This is not an isolated incident; it establishes a pattern of neglect regarding future maintenance issues. The landlord's unwillingness to comply with Florida Statute §83.51 led to the tenant tackling essential maintenance tasks, including pruning the jackfruit tree and performing other repairs, which the landlord later questioned. This is not mere oversight; it is deliberate neglect that forced the tenant to assume responsibilities that belong to the landlord. By failing to make necessary repairs, the landlord breached the implied warranty of habitability, resulting in an unsafe and unsanitary environment for the tenant. This infringement constitutes a fundamental breach of their legal obligations, exposing the landlord to liability for damages.

. LANDLORD VIOLATION OF STATUTE 83.67

The landlord, Luther Rollins, is accused of violating Florida Statute 83.67, which prohibits landlords from converting tenant property for personal use or failing to notify tenants in writing about the status of abandoned personal property.

This is not a case of simple oversight; it's a deliberate act of disregard for the tenant's property rights. The landlord failed to provide the legally required written notice to the tenant about the personal property left behind, a clear violation of the statute.

Instead, the landlord used the tenant's Weber Spirit E-310 Propane Grill as a "barbecue" amenity in rental advertisements, a blatant act of conversion that demonstrates a clear intent to benefit from the tenant's property without their consent.

This is not a case of simple possession; it's a deliberate act of conversion that exposes the landlord to significant legal and financial liabilities. The landlord's offer of \$500 for the personal property, far below its depreciated value, can be seen as an implicit admission of liability for conversion, a tacit acknowledgment that they had no right to retain or use the tenant's belongings.

The landlord's attempt to shift the burden of proof by asking the tenant to prove that they did not abandon

their personal property is a clear misrepresentation of Florida law, which places the burden on the landlord to prove that they have followed the proper procedures for handling abandoned property. This is not a case of simple misunderstanding; it's a calculated attempt to evade their legal obligations and to unlawfully retain or dispose of the tenant's personal property.

Florida Statute 83.67 explicitly prohibits landlords from converting tenant property for personal use or neglecting to provide written notification to tenants regarding the status of abandoned personal property. In the present situation, the landlord is facing allegations of violating this statutory provision. It has been documented that the landlord failed to issue the necessary written notice to the tenant concerning items they left behind.

Furthermore, it is reported that the landlord misappropriated the tenant's grill, marketing it as a "barbecue" amenity in rental advertisements. This act constitutes a clear conversion of the tenant's property, as it demonstrates the landlord's unauthorized use of belongings that rightfully belong to the tenant.

Additionally, the landlord's offer of \$500 for the recovery of the personal property may be interpreted as an implicit acknowledgment of liability for the act of conversion. The circumstances also reveal an attempt by the landlord to improperly shift the burden of proof onto the tenant. It is the landlord's responsibility to substantiate that the tenant's personal property was indeed abandoned or was not present, rather than expecting the tenant to prove the negative stance of abandonment. Thus, the landlord's actions raise significant legal concerns regarding compliance with Florida's statutory requirements regarding tenant property.

. LANDLORD VIOLATION OF STATUTE 715.109

The landlord's failure to comply with the requirements for handling a tenant's abandoned property under Florida Statute §715.104 directly triggers the liability provisions of Florida Statute 715.109. This statute stipulates that a landlord who does not comply with the requirements of part II of chapter 715 is liable to the former tenant for actual damages or three months' rent, whichever is greater, and costs of the action.

This is not a case of simple oversight; it's a direct consequence of the landlord's failure to follow the law. The landlord's failure to provide the legally required written notice regarding personal property left behind, coupled with their subsequent use of the tenant's grill in rental advertisements, constitutes a clear violation of the statute. This violation entitles the tenant to either actual damages or three months' rent, whichever is greater, in addition to the cost of the legal action. This is not a minor infraction; it's a significant legal breach that exposes the landlord to substantial financial liabilities. This statutory violation further underscores the landlord's disregard for

legal obligations and their willingness to act outside the bounds of the law.

. CLAIMS LETTER ISSUES: VAGUE AND LACKING

The landlord's initial claim on the security deposit was not merely vague; it was a deliberate attempt to obscure the true nature of their claims and to prevent the tenant from making an informed response. This is not a case of simple oversight; it's a calculated strategy to avoid accountability and to unlawfully retain the tenant's funds. The notice failed to provide specific details, line items, or detailed reasoning for the deductions, relying instead on broad, unsubstantiated accusations.

The use of vague language such as "excessive garbage," "damage to walls," and "missing items" without providing any supporting evidence or specific locations, is not sufficient to meet the legal requirements. This lack of specificity is not a minor oversight; it's a deliberate attempt to circumvent the law and to deny the tenant their right to due process. The claim was made with "broadbrush stroke, language and accusations," a tactic designed to intimidate and confuse the tenant, rather than to provide a legitimate basis for withholding the security deposit. The absence of supporting documentation, such as receipts or photographs, further compounds this violation, demonstrating a clear intent to avoid accountability and to unlawfully retain the tenant's funds. This is not a case of simple negligence; it's a deliberate act of bad faith that undermines the entire claim on the security deposit.

. CLAIMS LETTER ISSUES: USE OF FUTURE TENSE

The landlord's use of speculative language about future costs in the security deposit claim is a clear violation of Florida law, which requires landlords to provide actual costs incurred, not speculative future expenses. This is not a case of simple misinterpretation; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit.

The landlord's notice spoke of "repairs that would have to be done and clean up that would have to be made," using future tense wording to justify deductions that were not yet incurred. This is not a minor procedural error; it's a calculated attempt to circumvent the law and to unlawfully retain the tenant's funds.

The tenant correctly points out that the property was listed for rent shortly after move-out, suggesting that repairs could not have been completed at the time the landlord made the claim. This is not a case of simple oversight; it's a deliberate attempt to mislead the tenant and to unlawfully retain their security deposit. The use of future tense wording is not just a procedural error; it's a clear indication of the landlord's intent to act in bad faith and to unlawfully retain the tenant's funds.

. CLAIMS LETTER ISSUES: ABSENCE OF SUPPORTING EVIDENCE

The landlord's failure to include any supporting documentation to substantiate their claims is a blatant violation of Florida Statute §83.49(3), which requires landlords to provide an itemized list of damages claimed against the security deposit, including receipts or estimates. This is not a case of simple oversight; it's a deliberate attempt to avoid accountability and to unlawfully retain the tenant's funds.

Despite claiming to possess photos, receipts, and witness accounts, the landlord did not provide them to the tenant, a clear indication of their intent to conceal the true nature of their claims. The landlord stated that they "possess evidence (e.g., photos, receipts, and witness accounts) but fails to include this evidence," a tactic designed to intimidate and confuse the tenant, rather than to provide a legitimate basis for withholding the security deposit. The absence of supporting evidence is not just a procedural error; it's a fundamental breach of their legal obligations that renders their claim on the security deposit invalid. This is not a case of simple negligence; it's a calculated act of bad faith that undermines the entire claim on the security deposit.

. CLAIMS LETTER ISSUES: NO BASELINE FOR COMPARISON

The landlords' claims regarding missing or damaged items are fundamentally unenforceable because no inventory list was provided at the start of the tenancy, a fatal flaw that undermines their entire claim. This is not a case of simple oversight; it's a deliberate attempt to circumvent the law and to unlawfully retain the tenant's funds. Without a detailed inventory at the start of the tenancy, there is no way to determine what items were present or their condition when the tenant took possession of the property.

The lease merely referred to "all furnishings and personal property" without any itemization, a tactic designed to create ambiguity and to make it impossible for the tenant to verify the accuracy of the landlord's claims. This is not a minor procedural error; it's a fundamental breach of their legal obligations that renders their claim on the security deposit invalid. The case *Johnson v. Baker* establishes that without evidence of the property's condition at the beginning of the tenancy, a landlord cannot prove that a tenant caused damages, a principle that directly applies to this case. This is not a case of simple negligence; it's a calculated act of bad faith that undermines the entire claim on the security deposit.

. CLAIMS LETTER ISSUES: UNREASONABLE ACCOUNTABILITY

The landlords' attempt to hold the tenant accountable for issues that they were not responsible for or for which they had no control is a clear indication of their intent

to act in bad faith and to unlawfully retain the tenant's funds. This is not a case of simple misunderstanding; it's a deliberate attempt to shift the blame and to avoid their own legal obligations. The tenant is not responsible for normal wear and tear, and the landlord's claims regarding damage to the walls, spoiled food, and trash were deemed to be normal wear and tear, or unusual circumstances beyond the tenant's control.

The tenant was also not responsible for the damage done by an intruder, who entered the property through an unsecure gate that the landlord had failed to repair. The tenant was also not responsible for trash removal delays caused by a severe storm. The landlord failed to acknowledge their own negligence or to provide the tenant with the opportunity to resolve any legitimate issues before imposing a claim on the security deposit. This is not a case of simple oversight; it's a deliberate attempt to inflate the damages and to unlawfully retain a portion of the security deposit. The landlords' attempt to hold the tenant accountable for issues that they were not responsible for is a clear indication of their intent to act in bad faith and to unlawfully retain the tenant's funds.

VI. DETAILED ANALYSIS OF BUSINESS ENTITIES AND OWNERSHIP STRUCTURE

A. North Carolina Registration - Amarlu Enterprises:

The document correctly identifies three assumed business names, all registered on July 7, 2023, in Catawba County, North Carolina, under the same registration:

- **Amarlu Company (SOS ID: 2668508):** This assumed name is clearly intended to project a false image of a legitimate company to tenants.
- **Amarlu Consulting (SOS ID: 2668509):** The term consulting adds a layer of deception, giving a veneer of professionalism to their shady practices.
- **Amarlu Enterprises (SOS ID: 2668507):** This is the primary assumed name used in correspondence with tenants, and the most relevant to the Florida lease agreement. These registrations are for "assumed business names," NOT properly formed LLC's or Corporations, the legal form that should have been filed with the North Carolina Department of the Secretary of State. Instead, Rollins and Polk chose the registration of assumed business name, this legal tactic is usually used when the entity does not want to declare legal responsibility for the operations, or the entity is not actually conducting any business activity.

The legal capacity is noted as "individual," indicating that Luther Rollins, Jr. and Mary O. Polk are personally using these assumed names to conduct business with no veil to shield them from personal responsibility. The report correctly identifies their primary jurisdiction as Catawba County, North Carolina with Donna Hicks Spencer, Register of Deeds, as the recording official. We will need to confirm that this is the only location where they registered the entity.

B. Floridas Regulatory Requirements for Foreign Entities

This is where Rollins and Polks house of cards starts to fall apart. The report accurately highlights the significant failure of Amarlu Enterprises to register as a foreign entity with the Florida Division of Corporations, which directly violates Florida Statutes § 605.0902. This is not just a minor technicality; it forms the foundation of the landlord's illegal activities in Florida. The statute requires that any out-of-state entity conducting business in Florida, including collecting rental income, must register with the state.

The following key elements from the case data further solidify the case: * Dual-state operation: Luther Rollins' status as "co-registrant" and his "dual-state operations (NC/FL)" indicate that he knew or should have known that Florida registration is required. * Lack of State-Level Registration: This is the foundational violation, rendering their Florida operations inherently illegitimate. * Missing Foreign Entity Qualifications: They failed to fulfill the essential requirements for conducting business as a foreign entity. * Non-Compliant Interstate Commerce: The report also indicates the non-compliance with interstate commerce regulations.

This failure has severe ramifications: * Unenforceable Contracts: Any lease agreement where an unregistered entity is involved is immediately tainted, leaving the tenants in a far stronger position for claims. * Liability for Penalties: The landlords exposed themselves to potential fines and penalties for violating the statute by unlawfully doing business in Florida without registration.

III. Address Discrepancies and Compliance Analysis: A Tangled Web of Deception

The address variations used by these landlords expose a troubling pattern of increasing informality, deliberate obfuscation, and blatant violation of North Carolina and Federal laws. We are dealing with deliberate manipulation, designed to evade scrutiny and complicate their paper trails.

VII. DETAILED REVIEW OF VIOLATIONS

- reference mark sieg, therapist mention his testimony

1) Instances of Future Tense Language

Upon review of the October 1, 2024 letter, numerous examples of future tense language invalidate the landlords claim on the security deposit under Florida Statute §83.49(3)(a), which mandates that landlords provide a timely, itemized statement of actual damages incurred, not anticipated or speculative costs. Below are the specific instances of future tense language:

1) Extensive cleaning will be required

The use of will be required indicates no cleaning had been performed or incurred costs at the time of the letter. Florida law prohibits speculative or future expenses as a basis for deductions.

- 1) Repairs to the walls and surfaces will be necessary

The phrase will be necessary again refers to future, unverified repairs. No receipts, invoices, or photos of the walls were included to support this claim.

- 1) Garbage and trash removal will be required

Stating that removal will be required confirms that no action or expenditure had taken place by October 1, 2024.

- 1) Replacement costs will be calculated

Will be calculated implies future evaluation and not an itemized list of existing replacement costs. This is a direct violation of Fla. Stat. §83.49(3)(a).

- 1) Yard and landscaping will need restoration

Will need restoration refers to hypothetical work and costs that had not yet been incurred at the time the letter was mailed.

- 1) Timeline of Events

The timeline further undermines the landlords claims and raises significant questions:

Early September 2024: The property inspection was allegedly performed. This is supported by Steinbergers email dated September 5, 2024, where he states his professional opinion that the entire security deposit should not be refunded due to anticipated work.

Key Issue: This opinion was speculative, future-oriented, and lacks credibility as it did not include receipts, photos, or verifiable assessments.

October 1, 2024: The landlord drafted the claim on the security deposit.

Issue: Despite a full month passing since the inspection, the claim still refers to future tense language for anticipated cleaning, repairs, and other work. If damages had been as severe as described, why had no work been completed or documented?

October 2, 2024: The letter was mailed.

Issue: By this point, the landlord had ample time to itemize damages, gather receipts, or document repairs. The reliance on speculative costs is a violation of the statutory requirement to provide actual, itemized expenses.

October 5, 2024: The property was relisted for rent and advertised as available immediately.

Key Issue: Relisting the property just three days after mailing the claim demonstrates that the property was already in rentable condition. This directly contradicts the landlords assertion that extensive cleaning or restoration was still necessary.

Conflict of Interest: Zach Steinbergers Role

Zach Steinbergers involvement as both the listing agent for the home and the landlords representative throughout the lease term raises serious concerns about conflict of interest and the validity of his claims.

- 1) Dual Roles and Financial Incentive

Steinberger facilitated both the listing and the rental of the property, earning commissions for these transactions.

His ongoing financial relationship with the landlord incentivizes him to align with the landlords interests, compromising his neutrality in assessing tenant-related issues.

- 1) Questionable Professional Opinion

In Steinbergers September 5, 2024 email, he stated:

It is my professional opinion to not refund the security deposit you will need the \$4,500 deposit to bring the property back to the standard and condition that it was in when tenants moved in.

Key Issues:

Steinbergers opinion relied on future tense language, such as will need, indicating speculative rather than verifiable costs.

Steinberger, as a realtor, lacks the qualifications to assess or determine property damages beyond superficial observations. His opinion is non-binding and holds minimal legal weight unless substantiated by licensed contractors or appraisers.

- 1) Unauthorized Practice of Law

If Steinberger advised the landlord on how to pursue legal claims or interpret the lease agreement, he may have engaged in the unauthorized practice of law, a violation of Florida regulations. Realtors are expressly prohibited from giving legal advice under Article 13 of the National Association of Realtors (NAR) Code of Ethics.

- 1) Ethical Violations

Steinbergers dual role violates the principles of neutrality required under the NAR Code of Ethics:

Article 1: Realtors must act honestly and fairly with all parties.

Article 11: Realtors must operate within their expertise and disclose conflicts of interest.

Article 12: Realtors may not make false or misleading statements about property conditions.

Steinbergers financial incentive to support Luthers claims, combined with his speculative opinion, undermines the objectivity and validity of his involvement.

Legal Violations and Demands

The landlords use of future tense language, combined with the timeline and Steinbergers conflicted role, invalidates the claim on the security deposit. The following violations are clear:

- 1) Florida Statute §83.49(3)(a):

The landlord failed to provide an itemized statement of actual costs, instead relying on speculative and future expenses.

- 1) Florida Statute §715.104 (regarding personal property):

The landlord failed to provide proper written notice for the retrieval of personal property left on the premises, which has since been converted for unauthorized use.

- 1) Conflict of Interest and Lack of Credibility:

Steinbergers dual role, financial dependency, and speculative statements call into question the impartiality and reliability of the landlords claims.

Conclusion and Settlement Offer

Given the clear statutory violations, conflicts of interest, and the landlords failure to substantiate claims, I propose the following resolution:

Settlement Proposal

- 1) Full Return of Security Deposit: \$4,500.00
- 2) Compensation for Personal Property: \$4,210.62 (based on depreciated value)
- 3) Non-Refundable Pet Fee: \$500.00

Total Settlement Demand: \$9,210.62

This offer provides a reasonable opportunity to resolve the matter amicably without further legal escalation. Should you fail to accept this settlement within 15 days of receiving this letter, I will proceed with the following actions:

File a formal complaint in Florida County Court seeking:

Full recovery of the security deposit

Compensation for converted personal property

Statutory damages, including treble damages where applicable

Court costs and attorneys fees

Submit complaints to the Florida Department of Business and Professional Regulation and the National Association of Realtors regarding Steinbergers conflict of interest and ethical violations.

This is your final opportunity to resolve this dispute amicably. I urge you to carefully consider the implications of further noncompliance with Florida law.

This version incorporates all the necessary arguments, evidence, and statutory references while also elaborating on the timeline of events, highlighting the conflict of interest regarding Steinberger, and making a persuasive demand for resolution.

- inventory list
- zach

A. Security Deposit Handling

Your notice alleging \$4,500 in damages was vague, non-itemized, and failed to include any supporting evidence. This omission is not a minor technicality: it is a clear statutory violation. Florida Statute §83.49(3)(a) requires landlords to provide written notice of any claims against the deposit within 30 days of lease termination and to detail the nature and amount of each damage or cost. Your letter lacked specificity, offered no receipts or photographs, and thus prevented me from making an informed response. Courts have routinely held that failing to provide sufficient detail invalidates the landlords claim entirely, requiring a full return of the security deposit.

Your conduct amounts to bad faith withholding. You knew or should have known that generic, unsupported accusations (like excessive garbage or wall damage) do

not meet the legal standard. Because you had ample opportunity and legal training to comply correctly, your failure suggests a deliberate tactic to retain funds to which you are not entitled. As a result, I am entitled not only to the full deposit return, but potentially to additional damages, including statutory penalties and attorneys fees. Florida courts, considering bad faith, may award treble damages under certain circumstances. Your professional background as a lawyer strongly supports a finding of bad faith, as ignorance of the law is not plausible.

B. Negligent Maintenance and Habitability Failures

The lease agreement and Florida Statute §83.51 impose upon you a duty to maintain the property in a safe, habitable condition. Yet, from the very start of my tenancy, you neglected fundamental maintenance. The severely clogged kitchen sink required my intervention due to your non-responsiveness, forcing me to expend time, money, and effort to restore basic functionality. More egregiously, you failed to secure the property against foreseeable intrusions. The backyard gate, which you acknowledged was deteriorated, remained unrepaired despite my requests, enabling a trespasser with a substantial criminal history to gain access to my home. This break-in was not merely a scare; it was a dangerous, traumatizing event that re-ignited and worsened my PTSD.

Your refusal to rectify critical safety issues or to undertake prompt, professional repairs shows a reckless disregard for tenant well-being and flouts the implied warranty of habitability. Florida law does not excuse a landlords inaction merely because maintaining a property is inconvenient. By ignoring repeated requests for fence and gate repairs, and by failing to ensure proper locks or security measures after a documented incident, you violated the statutory standards and breached the lease. The resulting mental anguish and emotional distress I suffered, combined with the tangible risk to my personal safety and property, are factors that strengthen claims for compensatory and potentially punitive damages.

C. Unlawful Conversion of Personal Property

You withheld my personal property that I attempted to retrieve after vacating. Per Florida Statutes §§715.104 and subsequent sections, a landlord who finds tenant property on the premises must issue proper written notice and permit retrieval within a statutory period. You did not provide any such notice. Instead, you ignored my attempts to reclaim my belongings and proceeded to market the propertys backyard amenitiesincluding my Weber Spirit E-310 Propane Grill and related accessoriesto prospective new tenants. This act is legally defined as conversion: exercising dominion and control over my property in a manner inconsistent with my ownership rights.

In *Goodwin v. Alexatos*, Floridas courts affirm that unauthorized use and retention of anothers property is conversion, entitling the owner to recover the propertys full value. In this case, that value is approximately \$4,200 after depreciation. Because your actions were willful and

for personal gain (advertising the grill to enhance your rental listing), I am also positioned to seek punitive damages for conversion. The law treats deliberate, unjustifiable interference with property rights as a serious offense. By doubling down on ignoring my retrieval requests and profiting from my property's use, you place yourself squarely within the zone of heightened liability.

D. Harassment, Coercive Communication, and Misrepresentation

After receiving my formal dispute letter, rather than providing the requested documentation or good-faith negotiation, you attempted to coerce me into phone calls. You sent multiple voicemails and messages strongly implying that both parties are supposed to talk on the phone. This is factually and legally untrue. Florida landlord-tenant law imposes no such requirement. My insistence on written communication is both my right and the recommended practice for clarity and record-keeping. Your attempts to force a phone conversation, given your attorney status, appear intended to intimidate, avoid leaving a paper trail, and corner me into concessions I would not make if protected by documentation.

Your misrepresentation of legal requirements and your repeated, unsolicited attempts to engage in a less documented medium constitute harassment. When considered alongside your selective quotation of my messages (such as truncating my September 4 text to misrepresent it as an abandonment of property rather than a retrieval attempt), this behavior clearly indicates bad faith. Harassment of tenants is expressly discouraged by Florida statutes, and your actions, once again, could warrant enhanced judicial remedies and potentially form the basis for ethical complaints with the bar associations in states where you hold a license.

E. Violations Arising from Unregistered Business Entity Operations

You required me to make rent payments to Amarlu Enterprises, a North Carolina entity not registered as a foreign LLC or business in Florida as mandated by §605.0902. Conducting business without proper registration is unlawful and questions the validity of the lease and all financial transactions stemming from it. By collecting \$45,000 in total rent through a non-registered, undisclosed entity, you have exposed yourself to possible regulatory penalties, tax liabilities, and legal ramifications that may void the enforceability of the lease terms. This underscores the magnitude of your misconduct, revealing a pattern of deceptive and illegal practices far beyond mere landlord-tenant disputes. It invites broader scrutiny from state agencies and the IRS, increasing the complexity and potential severity of consequences you face.

III. Professional Ethics and Regulatory Implications

As an attorney, you are held to a higher standard. The Florida Bar, as well as the North Carolina and Missouri bar associations where you are licensed, maintain codes of professional conduct that prohibit dishonesty, fraud,

deceit, and misrepresentation. Engaging in prolonged, willful violations of landlord-tenant statutes, misleading communications, and noncompliance with foreign entity requirements suggests not only unethical conduct but also harm to the public trust in the legal profession.

I will report your actions to these professional bodies. This is non-negotiable and separate from any settlement of the financial claims. Even if you choose to settle monetarily, your disregard for statutory obligations, your exploitation of your position as a lawyer, and your intimidation tactics must be brought to the attention of the appropriate regulatory and ethical oversight entities. This is a matter of principle and public protection, ensuring that similar abuses do not continue against other tenants.

IV. Damages and Settlement Offer

Given the extraordinary range and severity of violations, I will no longer consider any partial, token offer. Your previous \$2,000 proposal was an insult, given that my claims now extend well beyond the security deposit to the entire lease amount, personal property value, and other compensatory damages.

- 1) Lease Amount and Security Deposit: I demand the full amount of the lease payments (4,500), and the value of my personal property (500 pet deposit). This amounts to \$54,200. This figure excludes treble damages, punitive damages, emotional distress damages, and attorneys fees, which I would otherwise seek in court.
- 2) Independent Reporting: Regardless of your choice, I will report your actions to the Missouri Bar, the North Carolina Bar, and the Florida Bar Associations, as well as to the Florida Department of Revenue and the North Carolina Department of Revenue concerning your unregistered foreign entity operations. This is a separate track that will proceed irrespective of any financial settlement. I am not offering to refrain from this reporting in exchange for payment because that would be improper. Instead, I am fulfilling a civic and ethical duty to ensure accountability.
- 3) Timelines and Compliance: If you wish to avoid litigation seeking even larger sums and extensive public scrutiny in a courtroom, you must remit the full 54,200, given your bad faith and professional background.

V. Legal and Moral Rationale for My Approach

My approach demanding the entire lease amount, the entire deposit, full personal property value, and reporting your professional misconduct is not vindictive, but it is proportionate to your relentless noncompliance, your intimidation strategies, and your unwillingness to act as a lawful, responsible landlord. As an attorney, you should have known better at every turn. Instead, you chose to exploit both your knowledge of the law and your perceived leverage over a tenant who simply sought a safe, habitable home and a fair return of their security deposit.

If you had been responsive, honest, and cooperative, this matter would not have escalated. Instead, your continued disregard for statutes, attempts to coerce phone conversations, misrepresentation of legal obligations, and failure to address security and maintenance issues have forced me to take a firm and fully-documented stance.

VI. Summary of Demands and Consequences

To reiterate:

- 1) Pay 45,000 in total rent (reflecting my claim to void or recoup due to your misconduct), 4,200 personal property value, and \$500 pet deposit. By doing so, you resolve the direct financial aspects of my claims. This is a significant concession on my part, as I am declining, for the sake of resolving this matter swiftly, to also demand treble or punitive damages in this immediate settlement.
- 2) Understand that my duty to report your conduct to professional and regulatory authorities stands: Paying the demanded amount will not prevent me from filing complaints with the relevant bar associations and revenue departments. This is a separate and independent track. It is not and cannot be part of any negotiation.
- 3) Failure to pay timely will result in litigation: Should you choose not to settle for 54,200, including punitive and treble damages, as well as emotional distress damages and attorneys fees. Additionally, courtroom proceedings are public, which may further damage your reputation, especially in light of your attorney status.

VII. Conclusion

You have left me no choice but to take this all-encompassing action due to your repeated and willful violations of Florida law, your professional duties, and your ethical obligations. The evidence is overwhelming, the statutes are clear, and your position as an attorney removes any plausible claim of ignorance. I have documented each violation, explained the statutory basis for each claim, and demonstrated how courts and oversight bodies are likely to react to your misconduct.

This letter is your final notice and your last opportunity to mitigate the substantial harm you have caused yourself by refusing to follow the law. If you fail to comply with these demands, I will have no hesitation in pursuing the full extent of litigation and regulatory measures available.

Please govern yourself accordingly.

I am writing in direct response to your letter dated November 8, 2024, and to address your prior Notice of Intention to Impose Claim on Security Deposit sent in October 2024. My purpose is twofold: (1) to provide a final, comprehensive legal rebuttal to your claims and conduct; and (2) to present clear options for resolving this dispute before I pursue all available legal and regulatory remedies.

Over the course of my tenancy at 2649 Tifton St. S., I have devoted significant effort to understanding and documenting your numerous violations of Floridas landlord-

tenant statutes. Regrettably, my review of these laws, combined with substantial time invested in assembling evidence, has only confirmed that your actions were not merely negligent oversights. Instead, they appear to be calculated misrepresentations and statutory breaches, culminating in bad faith withholding of my security deposit, unlawful retention and use of my personal property, and a pattern of harassment that exacerbated my pre-existing PTSD.

Your profession as a licensed attorney in North Carolina and Missouri imposes on you an enhanced obligation to understand and follow the law. Yet the record shows that you repeatedly disregarded mandatory legal requirements. The violations documented below are neither subtle nor isolated. Taken in their entirety, they show a deliberate pattern: you failed to provide itemized documentation for withholding my security deposit, never issued legally required notice for personal property you retained, leveraged unregistered foreign entities to collect rent in Florida, and pressured me repeatedly via phone calls and voicemails despite my clear requests to maintain all communications in writing.

Your most recent letters settlement offer of \$2,000 comprising a partial refund of the security deposit and a nominal amount for my personal property is not only legally insufficient but insulting in light of the high damages, statutory penalties, and potential professional consequences you face. I am rejecting that offer outright. Instead, I am making a final demand that reflects the gravity of your misconduct, as explained below.

I. Overview of Violations & Core Legal Framework

A. Florida Statutes Governing Security Deposits and Property Handling

Under Florida Statutes §§83.49 and 83.51, landlords must adhere to strict timelines and evidentiary requirements when withholding a tenants security deposit. Specifically, §83.49(3) demands that, within 30 days of lease termination, a landlord must provide an itemized, good-faith notice of any claims against the deposit. Failing this, the landlord forfeits the right to withhold, and the full deposit must be returned promptly. You neither provided the requisite specificity nor timely produced evidence supporting your claims.

Similarly, for personal property left behind, Florida Statutes §§715.10715.111 require the landlord to issue proper written notice and allow a retrieval window before disposing of or claiming the tenants items as abandoned. You never provided such notice. Instead, you ignored my documented requests to reclaim my belongings and then advertised them as amenities for new tenantsan act of conversion under Florida law.

B. Case Law and Burden of Proof

Florida courts have repeatedly emphasized that landlords must meet their statutory burdens. Cases like Johnson v. Baker affirm that without a proper inventory or

baseline condition report, a landlord cannot prove tenant-caused damages. *Durene v. Alcime* underscores the necessity of timely, itemized disclosures. By failing to meet these standards, you have rendered your claims unenforceable and triggered penalties that the statutes impose to deter such misconduct.

C. Unregistered Foreign Entity Issues and Fraudulent Practices

You instructed me to pay rent to Amarlu Enterprises, a North Carolina company unregistered as a foreign entity in Florida. Florida Statute §605.0902 requires out-of-state companies to register before doing business here. By funneling \$45,000 in rent through an unregistered entity undisclosed in the lease, you violated state law. Your omission from the lease of this entity and its assumed names is a misrepresentation that may constitute fraud. This alone undermines the enforceability of the lease and any claims you assert based on it.

II. Specific Violations Detailed

1) Improper Security Deposit Handling:

You withheld my entire \$4,500 security deposit without providing a timely, itemized statement of costs as required by §83.49(3)(a).

Your notice was vague, lacked itemization, and did not meet the statutory standard. Courts have consistently ruled that such generic notices fail to justify withholding any portion of a deposit.

As a result, you forfeited your right to withhold any funds. By continuing to do so, you are acting in bad faith, exposing yourself to liability for treble damages, attorneys fees, and costs.

1) Unlawful Retention and Conversion of Personal Property:

I left certain personal property behind due to storm-related delays and specifically attempted to schedule retrieval. You never responded or provided the required abandonment notice mandated by §715.104.

Instead of allowing me to retrieve my belongings, you converted my property to your own use, as evidenced by rental listings touting barbequing amenities directly referencing my Weber Spirit E-310 grill and related equipment.

Conversion law in Florida (see *Goodwin v. Alexatos*) allows me to recover the full value of my items. Given your willful misconduct, I may also seek punitive damages.

1) Negligence and Habitability Concerns:

From the clogged kitchen sink you never fixed to the dangerous condition of the backyard fence gate that allowed a violent trespasser into the property, you repeatedly failed in your duty to maintain a safe, habitable environment under §83.51.

Your neglect forced me to undertake self-help remedies at my own expense and exposed me to direct physical and emotional harm. The March 26, 2024 break-in, facilitated by your ignored maintenance requests, exacerbated my PTSD and compromised my family's safety.

1) Harassment and Misrepresentation:

After receiving my dispute letter, you attempted to coerce me into phone calls and even sent a text implying we are both supposed to talk by phonean outright misrepresentation of the law. Floridas landlord-tenant statutes do not require phone negotiations.

These tactics are a form of harassment. Given your background as an attorney, your insistence on undocumented verbal resolutions appears designed to intimidate and avoid creating a paper trail, further demonstrating bad faith.

This harassment, combined with misaddressed certified mail and selective quoting of my texts to fabricate claims of abandonment, shows a pattern of manipulation that only strengthens my entitlement to punitive and statutory damages.

III. Impact of Your Attorney Status and Professional Obligations

As a licensed attorney, you must know that ignoring statutory mandates, withholding evidence, and converting tenant property is not only unlawful but unethical. Your violations may constitute breaches of the Florida Bar Rules of Professional Conduct, specifically Rules 4-8.4(c) (involving dishonesty, fraud, deceit, or misrepresentation) and 4-8.4(d) (conduct prejudicial to the administration of justice).

I reserve the right to file complaints with the Missouri and North Carolina Bar Associations, as well as the Florida Bar, exposing your deliberate attempts to circumvent landlord-tenant laws and your professional responsibilities.

IV. Financial Breakdown of Claims

Given the severity and multiplicity of violations, I am entitled to significant damages:

1) Full Lease Amount and Security Deposit:

Due to the underlying misrepresentation and possible unenforceability of the lease, as well as withholding the entire deposit without justification, I have grounds to demand return of the full 45,000. While I previously considered lesser amounts, your ongoing noncompliance and bad faith behavior warrant a more comprehensive remedy.

1) Value of Personal Property:

My personal items you converted, including the Weber grill and related accessories, are valued at approximately \$4,200 after depreciation. You must compensate me fully for these items.

1) Pet Security Deposit:

You must also return the \$500 pet fee. Given the leases invalidation and your failure to comply with statutory obligations, retaining this fee is no longer justifiable.

1) Statutory and Punitive Damages:

Florida Statute §§83.49 and 715.109 allow for treble damages and other penalties if bad faith is established.

Your knowing, repeated violations almost guarantee such a finding.

1) Emotional Distress and Other Damages:

The aggravation of my PTSD, inconvenience, and costs incurred to self-remedy maintenance issues could support additional claims for compensatory and possibly punitive damages.

Total Demand:

Base amounts include 4,500 (security deposit), 500 (pet fee), totaling 54,200 immediately, you can avoid litigation seeking much higher amounts, including treble and punitive damages.

V. Proposed Two-Track Approach

I have decided on two distinct tracks. You may resolve the financial dispute, but I will not be deterred from pursuing professional and regulatory reporting:

1) First Track Settlement:

To avoid protracted litigation, I offer one final settlement figure of 500 pet deposit.

By paying \$54,200 within fifteen (15) days of receiving this letter, I will release you from further financial liability related to these direct claims. This is a substantial concession, as I am choosing not to pursue punitive or treble damages in this settlement offer.

1) Second Track Mandatory Reporting of Misconduct:

Regardless of your decision on the settlement, I will report your actions to the North Carolina Bar, Missouri Bar, and Florida Bar Associations. Your status as an attorney and your willful disregard for statutory obligations demand oversight.

I will also file complaints with the Florida Department of Revenue and the North Carolina Department of Revenue concerning Amarlu Enterprises unregistered operation and potential tax violations.

This reporting is non-negotiable and will not be withdrawn even if you pay the demanded \$54,200. The second track is about ensuring accountability beyond the financial dimension.

This two-track approach clarifies that paying \$54,200 will not prevent me from reporting your professional misconduct and potential tax violations. I am not offering to refrain from reporting in exchange for payments such an arrangement would be improper. Instead, paying the demanded amount serves only to resolve the financial aspects of the dispute. The professional and regulatory obligations I have to report misconduct stand independently.

VI. Next Steps

If you choose to settle, remit payment of \$54,200 in full within fifteen (15) days of receiving this letter. Acceptable forms of payment include cashier's check or wire transfer, and all communications confirming payment must be in writing.

If you fail to meet this deadline, I will initiate litigation in Florida Circuit Court. There, I will seek full compensatory damages, treble or punitive damages, attorneys

fees, and additional remedies permitted by statute and case law. Given the strong evidence of your bad faith, the court is likely to award far more than \$54,200.

Upon settlement or, failing that, upon the commencement of litigation, I will also proceed with reporting your conduct to the relevant bar associations and state departments. Once again, these reports are not contingent upon the settlement. They are a separate, equally important matter to ensure that your conduct as a landlord-attorney does not go unchecked.

VII. Conclusion

Your refusal to follow Florida's landlord-tenant statutes, your misrepresentations, your intimidation tactics, and your wrongful conversion of my property have caused me significant harm, both financially and emotionally. As a licensed attorney, you knew or should have known better. Instead, you chose to flout the law.

This letter serves as your final notice and demand. You have a limited window to address your statutory failures by remitting \$54,200 and thus resolving the financial dispute. Regardless of your choice, I will honor my duty to report your unethical conduct to the appropriate professional and regulatory authorities.

Please govern yourself accordingly.

Sincerely,

STEPHEN BOERNER

Former Tenant, 2649 Tifton St. S., Gulfport, FL 33711