

November 8, 2024
Via Certified Overnight Mail
Stephen Boerner & Melissa Bemer
424 N. New Street, Bethlehem, pa. 18018

RE: SECURITY DEPOSIT CLAIM & TENANT PERSONAL PROPERTY DISPUTE
2023-2024 LEASE OF 2649 TIFTON ST. S., GULFPORT, FL

Dear Stephen and Melissa,

I hope you are doing well. We were hit by the recent hurricanes both in North Carolina and Florida, so we are in the process of repairs and recovery. Thankfully, no severe damages. We are much luckier than so many others.

This letter is in response to your "Formal Tenant Response & Dispute" documents (the "Response") which I recently received from you.

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.

I have no desire to engage in a time-consuming, costly, emotional, and uncertain legal dispute with you. Be assured, however, that I will vigorously defend my position and my rights as a homeowner and landlord. I never imagined that our relationship would end in any sort of dispute, and I am surprised, disappointed, and somewhat disheartened as I write you this letter.

Much of what you say in your Response is not accurate and/or is exaggerated at best. In your response you admit that you would take responsibility provided evidence was provided. Please be aware that:

- I have a copy of the written lease signed by you
- I have a copy of the inventory signed by Melissa when you moved in
- I have photos of the premises both before and after your tenancy
- I have photos of each area outlined in my claim for security deposit
- I have photos of the damages outlined in my security deposit claim
- I have witnesses to the condition of the premises after your tenancy
- I have witnesses to your negligent treatment of the premises
- I have receipts for removal of excessively damaged items, garbage & trash from the premises
- I have texts from you that contradict your Response claims
- I have your Sept. 4th pm text message where you clearly state you are "leaving town [and Florida?] tonight indefinitely"
- I have phone records that show you never called me to retrieve your personal property.

I cannot confirm or deny the presence of any specific alleged item of tenant personal property on your Addendum B list. Do you have proof that all the alleged items were left at the premises when you vacated? Did you and/or other parties leave personal property without my permission in, on and around the premises? I have not converted or sold any personal property that I reasonably believed was left behind/abandoned by you. Furthermore, I am not responsible for storing personal property items that you knowingly had delivered to and/or left behind at the premises after the lease expired.

Despite all the above, I believe we should be able to resolve this matter amicably and informally without legal action. We need to talk and reach an agreement and put this matter behind us. I have not engaged a lawyer, but I am sure they would advise that we talk and try to work this out (included below is my phone number).

Accordingly, here is my written suggestion and counteroffer to your previous options.

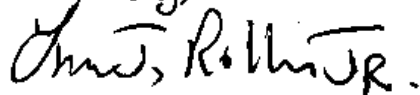
I propose as full settlement and compromise of all matters between us the following:

- 1.) Refund you \$1,500 of the security deposit; and
- 2.) Pay you \$500 for the rights, title, and ownership to all personal property you claim to have left on the premises; and
- 3.) All parties mutually waive and relinquish their rights to any further litigation regarding these matters as allowed by law.

I am available to discuss the above settlement offer, details, or any changes to resolve. If we reach agreement, I would be able to transfer the funds to you electronically or by cashier's check. Finally, if we cannot negotiate a settlement of all matters, I would be willing to attend a mediation or other form of alternative/expedited dispute resolution to resolve our dispute.

Thank you for your attention and consideration and I anticipate that we will be able to reach a mutually acceptable settlement.

Sincerely,



Luther J. Rollins, Jr.

(314) 269-7670