

LETTER 1 REBUTTALS

COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM DEFICIENCIES

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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 “barbequing” 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 Bar's 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 Steinberger’s 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 Bar’s UPL department for investigation.
2. **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.
3. **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.

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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 landlord's 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 landlord's 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 landlord's obligation to maintain transparency about the security deposit's 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 landlord's 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 landlord's actions. Attach any available evidence (e.g., rental listings, photos of the grill).

1. Legal Precedent and Burden of Proof:

- **Your Argument:** The landlord's 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 landlord's 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 landlord's 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 Landlord's 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

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.