

Tenant Statement re: COMPASS REALTY: ENGAGEMENTS, PERCEPTIONS, & LACK OF REALTOR OVERSIGHT

Master's Thesis in Computer Science

18th January 2025

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***Tenant Statement re: COMPASS REALTY: ENGAGEMENTS, PERCEPTIONS,
& LACK OF REALTOR OVERSIGHT***

Master's Thesis, University of Passau, 2025.

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, 18. Januar 2025

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Subject:

Documenting Roles, Responsibilities, and Misconduct of COMPASS Realty and Realtor, Zach Steinberger, in the Lease Agreement and Tenancy at 2649 Tifton St S., Gulfport, Florida

OPENING STATEMENT

This statement provides a detailed account of my interactions with Compass Realty and their representative, Mr. Zach Steinberger, regarding the leasing process and tenancy at the subject property. The following sections outline the roles and responsibilities undertaken by Mr. Steinberger and Compass Realty, identify conflicts of interest, and detail instances of statutory noncompliance, professional misconduct, and ethical violations. The documented actions or omissions by the realtor and landlord have caused significant financial and emotional distress, exacerbated by deliberate misrepresentations and neglect of safety and statutory obligations.

Observed Roles and Responsibilities of Compass Realty and Zach Steinberger

From the initial leasing process to tenancy management, Mr. Steinberger and Compass Realty undertook the following:

2.1 LEASE FACILITATION:

- Drafted and distributed the lease agreement via TurboTenant on [insert date, if available].
 - Organized lease execution between myself and the landlord, including distribution of the signed agreement.
 - Provided pre-addressed envelopes for rent payments to **Amarlu Enterprises**, an unregistered entity in Florida, without disclosing its involvement in the lease.

2.2 PRIMARY LIAISON ROLE:

- Acted as the sole point of contact for all tenant inquiries and landlord communication during the lease term.
 - Coordinated move-in procedures, including inspection walkthroughs and discussions about property conditions.

2.3 PROPERTY MANAGEMENT DUTIES:

- Conducted initial and final walkthroughs without professional documentation or neutral third-party assessment.
 - Relayed landlord directives to cease communication and denied reasonable access to retrieve personal property post-tenancy.

2.4 LOGISTICAL AND TRANSACTIONAL COORDINATION:

- Managed financial logistics, including cashier's checks for rent and renter's insurance compliance, while representing Compass Realty's St. Petersburg office.

Key Issues and Conflicts of Interest

3.1 DUAL AGENCY AND FINANCIAL INCENTIVES:

- As both the listing and rental agent, Mr. Steinberger had clear financial motives to prioritize the landlord's interests over tenant rights.
 - Ongoing property management commissions and future professional opportunities created a vested interest in maintaining favor with the landlord, undermining his neutrality.

3.2 MISREPRESENTATION OF EXPERTISE:

- Provided non-expert opinions on security deposit disputes and alleged property damages, violating ethical guidelines under the National Association of Realtors (NAR) Code of Ethics, Articles 11 and 12.
 - Exceeded his professional role by advising the landlord on legal matters, potentially engaging in the unauthorized practice of law.

3.3 FAILURE TO ENSURE COMPLIANCE WITH FLORIDA STATUTES:

- The lease omitted critical disclosures, such as the role of **Amarlu Enterprises** as a payment recipient, violating **Fla. Stat. §605.0902**.
 - Neglected safety concerns after a documented break-in on March 26, 2024, leaving gates unsecured and motion lights nonfunctional in violation of **Fla. Stat. §83.51**.

Specific Incidents and Violations

4.1 OVERSIGHT IN LEASE EXECUTION:

- The lease included multiple address fields for the landlord and only one for the tenant, hindering proper service of notices and creating legal ambiguity.
 - Payments were directed to **Amarlu Enterprises**, an unregistered foreign entity, concealed from the lease agreement.

4.2 NEGLECT OF SAFETY AFTER BREAK-IN:

- Following the March 26, 2024 break-in, I reported security vulnerabilities to Mr. Steinberger, including a non-locking gate and faulty lighting.
 - Mr. Steinberger deferred responsibility, offering superficial solutions that failed to remedy the property's vulnerabilities, violating **Fla. Stat. §83.51**.

4.3 COERCIVE COMMUNICATION PRACTICES:

- After sending a dispute letter, I requested written communication for transparency. Mr. Steinberger ignored this request and persisted with repeated calls and voicemails, pressuring a verbal resolution.
 - These actions created an intimidating environment, exacerbating my PTSD, which arose from the break-in and subsequent neglect.

4.4 IMPROPER HANDLING OF SECURITY DEPOSIT:

- The landlord withheld the entire deposit without timely, itemized documentation required under **Fla. Stat. §83.49(3)(a)**.
 - Mr. Steinberger provided biased input supporting the landlord's decision, despite lacking the qualifications to assess property damages.

Summary of Legal and Ethical Concerns

5.1 CONFLICT OF INTEREST:

- Mr. Steinberger's dual roles and financial incentives compromised his neutrality, violating **NAR Articles 1, 11, and 12**.

5.2 STATUTORY NONCOMPLIANCE:

- Failure to disclose **Amarlu Enterprises** and ensure proper handling of personal property retrieval violates **Fla. Stat. §§605.0902, 715.10–715.111**.

5.3 PROFESSIONAL MISCONDUCT:

- Provided legal opinions without qualifications, misrepresented expertise, and failed to document critical assessments professionally.

5.4 IMPACT ON TENANT:

- Neglect of safety concerns and coercive practices caused significant emotional distress, financial losses, and exacerbation of PTSD symptoms.

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Requested Remedies and Next Steps

6.1 CORRECTIVE ACTION BY COMPASS REALTY:

- Formal acknowledgment of oversight and corrective measures to ensure compliance with Florida law and professional standards.

6.2 COMPENSATION AND RECOVERY:

- Full return of the security deposit, compensation for personal property losses, and additional damages for emotional distress and statutory violations.

6.3 PROFESSIONAL ACCOUNTABILITY:

- Reporting Mr. Steinberger's conduct to the Florida Real Estate Commission (FREC) and Compass Realty's legal and compliance departments for review.

6.4 GOOD FAITH RESOLUTION:

- A commitment to resolving all outstanding disputes promptly and transparently, preserving relevant communication records as evidence.

