

Comprehensive Analysis of Landlord-Tenant Dispute and Legal Claims

Security Deposit Mismanagement

Improper Notice and Documentation

Failure to provide legally compliant "Notice of Intention to Impose Claim on Security Deposit"

Lack of specific itemization, detailed reasons for deductions, and supporting documentation

Use of vague language without specifics rendering the notice insufficient

Incorrect zip code provided for response address, delaying tenant's ability to respond

Unlawful Deductions and Withholding

Attempt to use future expenses and speculative damages as basis for deductions

Failure to provide detailed breakdown of individual costs

Withholding entire security deposit of \$4,500 without proper justification or evidence

Failure to disclose financial institution holding the deposit and other required information

Lack of Transparency and Evidence

Failure to produce evidence despite claiming to have photos, witnesses, and documentation

Continued lack of detailed information and proof even after given second opportunity

Arbitrary settlement offer of \$2,000 without legal basis or addressing full extent of liabilities

Unlawful Retention and Conversion of Personal Property

Violation of Legal Notice Requirements

Failure to provide required written notice regarding personal property left behind

Lack of specification of items left behind and reasonable timeframe for retrieval

Attempt to shift burden of proof to tenant regarding personal property left on premises

Mishandling and Misrepresentation of Tenant's Property

Unlawful retention of tenant's personal property, including Weber grill

Use of tenant's property to market rental property, constituting conversion under Florida law

Misrepresentation of abandonment using partial quote of text message out of context

Violation of Florida Statute 83.67 prohibiting conversion of tenant property for personal use

Legal Consequences and Liability

Violation of Florida Statute 715.109 regarding handling of abandoned personal property

Potential liability for actual damages or three months' rent, whichever is greater, plus costs

Landlord Negligence and Breach of Habitability

Failure to Maintain Premises and Address Security Concerns

Neglect of maintenance issues, such as severely clogged kitchen sink, despite notification

Failure to address security concerns after break-in, including improved gates and cameras

Limitation of tenant's ability to install security cameras

Breach of implied warranty of habitability under Florida Statute 83.51

Landlord Misconduct and Harassment

Engagement in frequent unsolicited communications despite request for certified mail only

Attempt to coerce tenant into phone call by misrepresenting legal requirements

Causing significant emotional distress to tenant, exacerbating pre-existing PTSD

Professional and Ethical Violations

Potential misrepresentation as a lawyer through use of email address implying legal status

Possible violations of Florida Bar Rules of Professional Conduct, including dishonesty and conduct prejudicial to administration of justice

Alleged Property Damage and Abandonment Claims

Disputed Damage Claims

Unspecified claims of damage to walls without detailing nature, location, or extent

Allegation of removal of fixtures without prior written consent

Claims of excessive garbage and spoiled food left on premises

Allegations of missing and damaged artwork, furnishings, and housewares

Tenant's Counterclaims and Explanations

Denial of causing damage beyond normal wear and tear

Acknowledgment of removing temporary fixtures with intent to restore or compensate

Explanation of trash due to storm-delayed collection and placement in designated area

Assertion that remaining food items were minimal and did not cause damage

Clarification of full context of text message regarding intent to retrieve belongings

Issues with Landlord's Claims Process

Lack of initial, detailed inventory list rendering claims of missing/damaged items unenforceable

Use of speculative language about future costs in claims letter

Absence of supporting documentation such as photographs, receipts, or invoices

No baseline for comparison due to lack of initial itemized inventory

Real Estate Agent Misconduct and Conflicts of Interest

Dual Agency and Ethical Concerns

Zach Steinberger's dual role as listing agent and landlord's representative creating conflict of interest

Biased actions protecting landlord's interests in assessing property damages and handling security deposit dispute

Violation of Florida Real Estate Commission rules and National Association of Realtors Code of Ethics

Unauthorized Practice of Law and Negligence

Provision of "professional opinions" on security deposit retention and legal compliance exceeding scope of real estate license

Failure to forward tenant's PTSD disclosure and personal property list to landlord

Negligent handling of security deposit claim and improper inspection and damage assessment

Misrepresentation and Breach of Fiduciary Duty

Failure to disclose financial relationship with landlord and exceeding professional role

Breach of fiduciary duty to act in good faith and with full transparency

Contribution to pattern of harassment and coercion through communication practices

Additional Legal Claims and Violations

Landlord's Statutory Violations

Failure to provide emergency contact information for urgent safety concerns

Negligence in overseeing agent's conduct leading to statutory violations

Retaliatory conduct in response to tenant asserting statutory rights

Discriminatory conduct by failing to address tenant's disability (PTSD)

Financial and Administrative Misconduct

Unauthorized conversion of prepaid rent funds

Failure to return pet deposit despite landlord's breach of lease

Improper handling of certified mail with incorrect address

Potential fraudulent tax reporting using unregistered foreign entity

Safety and Privacy Concerns

Failure to repair critical safety features like non-locking gates and faulty motion lights

Violation of data privacy laws in handling tenant's personal information

Fraudulent or misleading marketing using tenant's personal property without consent

Emotional Distress and Enhanced Damages

Claim for intentional infliction of emotional distress due to landlord's and agent's actions

Pursuit of treble damages under Florida statutes for mishandling of tenant property and bad-faith security deposit retention

Enhanced emotional distress claim due to negligence in addressing PTSD disclosure