

## SECTION IV: ZACH STEINBERGER'S BIASED, UNQUALIFIED INVOLVEMENT

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Based on the search results, there are several relevant cases involving realtor conflicts of interest in tenant-landlord disputes in Florida:

### Notable Case Examples

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A significant case in Miami-Dade involved a realtor who faced ethics violations for having undisclosed financial interests while serving as both a property manager and listing agent[7]. The case centered on the realtor's dual role creating conflicts when handling tenant disputes.

### Ethical Violations Identified

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The Florida Real Estate Commission identified several key violations in these types of cases:

#### Dual Agency Issues

- Realtors cannot represent both landlord and tenant interests when there are financial stakes in the outcome[6]
- Property managers must disclose any financial relationships that could affect their neutrality[9]

#### Unauthorized Activities

- Realtors are prohibited from providing legal opinions on security deposit disputes[3]
- They must refer parties to legal counsel when disputes arise over contracts or deposits[3]

# Legal Consequences

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When realtors engage in conflicts of interest in Florida tenant-landlord matters, they face:

- Ethics violations under NAR Code Article 13[3]
- Potential disciplinary action by FREC[5]
- Risk of civil litigation from affected parties[10]

The cases establish that realtors must maintain strict separation between their roles as agents and any financial interests in property management or leasing outcomes[6]. Failure to do so can result in both professional sanctions and legal liability[10].

## Sources

[1] Keep it Above Board Avoiding Common Conflicts of Interest

<https://sofl.cooperatornews.com/article/keep-it-above-board>

[2] How to File a Complaint Against Your Realtor in Florida

<https://www.thefirmmiami.com/how-to-file-a-complaint-against-your-realtor-law-offices-of-aaron-resnick>

[3] Didn't Give Legal Advice, but Still Violated the Code. How? | Florida ...

<https://www.floridarealtors.org/news-media/news-articles/2024/04/didnt-give-legal-advice-still-violated-code-how>

[4] Real Estate Code of Ethics: What It Is and Who Is Bound by It - VanEd

<https://www.vaned.com/blog/real-estate-ethics-code/>

[5] Regulations and Governing Bodies in Florida Real Estate ... [https://daily-](https://daily-law.com/real-estate-law/regulations-and-governing-bodies-in-florida-real-estate-transactions/)

[law.com/real-estate-law/regulations-and-governing-bodies-in-florida-real-estate-transactions/](https://daily-law.com/real-estate-law/regulations-and-governing-bodies-in-florida-real-estate-transactions/)

[6] Tenant vs. Landlord Representation - Is There A Conflict?

<https://www.kenstrends.com/2021/04/tenant-vs-landlord-representation-is-there-a-conflict/>

[7] Cases & Issues - Expert Witness

[https://www.realwitness.com/legal\\_issues.htm](https://www.realwitness.com/legal_issues.htm)

[8] NAR's Code of Ethics (2024)- What Is It and Who Must Follow It?

<https://www.houzeo.com/blog/nar-code-of-ethics/>

[9] Management Company / Resident Conflict of Interest?

<https://www.floridacondohoalawblog.com/2009/01/11/qa-management-company-conflict-of-interest/>

[10] Lawsuits Against Florida Realtors: What Kinds of Claims Can You ...

<https://aboutfloridalaw.com/2013/09/24/lawsuits-against-florida-realtors-claims-against-real-estate-agents-or-real-estate-brokers-over-florida-property-disputes/>

This section addresses the problematic conduct of your associate, Mr. Zach Steinberger, whose actions and conflicting roles raise serious concerns about his impartiality and credibility in this matter. It is essential to understand that Mr. Steinberger's involvement is not that of a neutral third party, but rather that of a biased agent, whose actions and opinions should be viewed with considerable skepticism.

#### A. Misrepresentation of Role and Authority:

1.

Non-Paralegal Status: Mr. Steinberger has been presented as your "declared paralegal," a claim that is not substantiated<sup>123</sup>. In reality, he is a licensed real estate professional with Compass Florida LLC<sup>4</sup>. It is critical to clarify that Mr. Steinberger is not a paralegal as defined by Florida law and cannot claim to have the legal authority or expertise implied by such a designation<sup>2</sup>. His attempt to present himself as something he is not is a misrepresentation and is unethical<sup>5</sup>.

2.

Property Manager Role: In addition to being a realtor, Mr. Steinberger acted as your property manager and main point of contact<sup>3</sup>. This dual role compromises his ability to act as a neutral party in any dispute and creates a direct conflict of interest<sup>2</sup>.

## B. Conflicts of Interest:

1.

Dual Agency: Mr. Steinberger served as both the listing agent when the property was for sale and the rental agent<sup>3</sup>. This dual role created a financial incentive for him to favor your interests over those of the tenant, thereby undermining his neutrality<sup>3</sup>.

2.

Financial Incentive: Mr. Steinberger's financial interests are directly tied to maintaining a positive relationship with you<sup>3</sup>. His commission depended on the successful sale or rental of the property, creating a bias to protect your interests, which could color his assessment of damages, and may explain his improper communication to me and failure to disclose pertinent information. His financial incentive to maintain a good relationship with you undermines his ability to act impartially<sup>3</sup>.

3.

Protecting Landlord: It appears that Mr. Steinberger was motivated to protect you from accountability, to preserve future business opportunities. This casts doubt on the objectivity of his opinions and actions regarding my security deposit and personal property<sup>3</sup>.

4.

Compromised Neutrality: As the agent responsible for securing me as a tenant, and also as the property manager, Mr. Steinberger is inherently a partial party in the disputes between you, as the landlord, and me, as the tenant, thus compromising his neutrality<sup>3</sup>. His financial incentive to maintain a good relationship with you, as the landlord, undermines his ability to act impartially<sup>3</sup>.

## C. Involvement in the Security Deposit and Personal Property Dispute:

1.

Inventory List: Mr. Steinberger was responsible for collecting the inventory list<sup>67</sup>. This list was never fully executed with signatures on both sides<sup>678</sup>, nor was it attached as an addendum to the lease<sup>6789</sup>, rendering it legally unsound and inadmissible in substantiating any claims. He was aware that the inventory list was not in compliance with the lease, yet he used it anyway.

2.

Damage Assessment: As a realtor, Mr. Steinberger is not a qualified professional to evaluate damages to the property, and his statements on this matter are nothing more than an amateur opinion that carries no professional weight<sup>3</sup>. His assessment of damages, therefore, lacks impartiality and professional credentials.

3.

Null and Void Addendum: Given Mr. Steinberger's numerous conflicts of interest, any written statements by him regarding damages attached to your claim on security deposit should be deemed null and void<sup>3</sup>.

#### D. Communication and Record Keeping

1.

Failure to Share Communication: As a proxy and declared paralegal, Mr. Steinberger was under obligation to share all communication between myself and him with you<sup>3</sup>. His failure to do so demonstrates a gross oversight on both of your parts<sup>3</sup>.

2.

Required Communication Records: Both you and Mr. Steinberger are required to preserve all communication records, especially text messages, as these are crucial evidence<sup>101112</sup>. Tampering with or destroying potential evidence in legal

proceedings is unlawful. You are both under legal obligation to provide all communication, including text communication, from the first day of communication through the present, as well as any communication records that remain on the devices, apps, and servers for the devices. .

#### E. Ethical and Professional Concerns:

1.

Florida Bar Rules & Misrepresentation: You and Mr. Steinberger's actions fall under ethical violations as outlined in Florida Bar Rule 4-7.135. If Mr. Steinberger was acting as a proxy paralegal for you and was representing you, while also misrepresenting himself to me, he may be engaging in deceptive representation which is prohibited<sup>5</sup>.

2.

NAR Code of Ethics Violations: Mr. Steinberger may have violated the National Association of Realtors (NAR) Code of Ethics, including Article 1, Article 11, and Article 12<sup>3</sup>. Article 1 requires realtors to protect and promote the interests of their clients while being honest and fair with all parties. Article 11 requires realtors to perform only services for which they are qualified and to disclose conflicts of interest. Article 12 prohibits false or misleading statements about the condition of a property<sup>3</sup>.

3.

#### 4. **Non-Professional and Baseless “Opinion” on the Security Deposit:**

Zach, who is *merely a realtor*, took it upon himself to deliver what he brazenly termed a “professional opinion” urging you to withhold my entire security deposit. Let’s be blunt: **Zach is not an attorney, not a licensed inspector, not a contractor, and certainly not a neutral party.** He’s patently unqualified to assess damages or grasp the legal complexities of deposit handling. His unsolicited advice is nothing more than a cheap ploy to ingratiate himself with you at my expense. Any pretense that his “opinion” deserves serious

consideration is laughable.

**5. Flagrant Violation of Realtor Ethics and Competency Requirements:**

By crossing into quasi-legal territory—advising you on a clear legal/financial issue—Zach has grossly violated the National Association of Realtors (NAR) Code of Ethics. **Article 11** mandates that realtors operate solely within their competence. Zach’s so-called guidance on withholding the deposit is a textbook example of unprofessional overreach, fueled by a self-serving desire to curry favor. His conduct offends the very notion of professional standards and should be treated as nothing more than cynical opportunism.

**6. Transparent Conflict of Interest Destroying Any Credibility:**

Zach’s urgent need to safeguard your interests over mine is hardly surprising given his obvious financial motivations. Serving as both the listing agent and rental facilitator for the same property, his future earnings hinge on pleasing you. Thus, every word he utters drips with bias. Any conclusions he draws about “damages” or “unreturned deposits” are transparently engineered to keep you happy and line his own pockets. This glaring conflict of interest leaves his assessments not just questionable, but entirely untrustworthy.

**7. No Verifiable Expertise, No Impartial Evidence:**

Where’s the objective, third-party documentation? Where are the certified inspections or professional evaluations? They simply don’t exist. Instead, Zach offers only hollow assertions—“missing items,” “excessive damage,” “overstayed occupancy”—without a shred of credible support. His empty declarations have no more legitimacy than idle gossip, and any action taken based on such groundless nonsense would be a grave mistake. In short, Zach’s so-called “professional opinion” is nothing more than self-serving hot air.

**Luther’s Willful Compliance with Zach’s Sham Advice:**

While this section focuses on Zach’s misconduct, it’s worth noting your own complicity in heeding such a compromised source. As someone claiming legal expertise, you elected to rely on an unqualified, biased realtor to guide your

decisions regarding my deposit. By entertaining Zach's advice, you expose your willingness to flout Florida's landlord-tenant statutes and professional obligations. Your association with his drivel further cements the conclusion that you're operating in bad faith.

### **Conclusion:**

Zach's input is a farce—a transparent attempt to justify withholding funds that lawfully belong to me. His conflicts of interest, lack of qualifications, pretenses at offering pseudo-legal advice, and failure to provide any impartial evidence demand that his “opinion” be dismissed as the worthless, self-serving drivel it truly is. Florida's landlord-tenant laws don't bend to accommodate his ambitions or your willingness to lean on such a compromised figure.

Any reliance on Zach's sham assessments only worsens the legal and ethical predicament you now face. His word is not merely useless; it's a glaring liability that highlights the bad faith at the core of your handling of this matter.

### **Non-Professional, Baseless “Opinion” on Security Deposit:**

Zach, who is merely a realtor and not an attorney, contractor, or licensed inspector, arrogantly offered what he called a “professional opinion” advising you to retain the tenant's entire security deposit. His so-called expertise in this area is nonexistent. He flagrantly overstepped the bounds of his role as a realtor, venturing into matters for which he is utterly unqualified. His opinion carries no legitimate weight and should be dismissed outright.

### **Violation of Realtor Ethics and Competency Standards:**

By providing unauthorized guidance on withholding the deposit—clearly a legal and financial issue—Zach violated both common sense and the National Association of Realtors (NAR) Code of Ethics. Article 11 explicitly requires realtors to stay within their field of competence. Zach's behavior exemplifies an unprofessional plunge into areas he has no business addressing. His actions show



a flagrant disregard for ethical standards and should be treated as nothing more than a self-interested attempt to ingratiate himself with the landlord.

### **Transparent Conflict of Interest Undermining Credibility:**

Zach's desperate need to maintain a favorable relationship with the landlord, likely to secure future commissions, makes his "opinions" patently biased. He sacrificed any semblance of impartiality to curry favor. As a result, his judgments about damages and the condition of the premises are inherently suspect and should be met with immediate skepticism and disdain. His recommendations are not just biased—they are transparently self-serving and thus wholly untrustworthy.

### **No Verifiable Expertise or Impartial Evidence:**

Zach provided absolutely no credible, third-party verification—no certified inspections, no independent evaluations—just his own flimsy assertions. He is not qualified to assess property damage, let alone determine appropriate deposit deductions. With no legitimate documentation to back up his claims, his hollow pronouncements amount to nothing more than empty rhetoric deserving of outright dismissal.

In sum, Zach's pretentious attempts to play "expert" on legal and damage assessments are both laughable and contemptible. His so-called "professional opinion" is a cheap ploy to appear authoritative while serving his own interests. Any reliance on his biased, uninformed commentary would be a grave error. His word is worthless in this matter.

#### **Zach-Only Claims**

##### **1. Non-Professional Opinion on Security Deposit:**

- Zach, acting outside his scope as a realtor, provided a written "professional opinion" advising the landlord to withhold the tenant's security deposit in full.
- As a realtor, not a contractor, licensed inspector, or attorney, Zach lacks the

professional qualifications to assess damages or interpret legal requirements for deposit handling.

- This unsolicited deposit advice goes beyond a realtor's role and constitutes non-expert guidance on a legal and financial matter.

## 2. Florida Realtors Ethics Violation:

- By offering directive advice on withholding the security deposit without proper expertise or neutral supporting evidence, Zach potentially violated the National Association of Realtors (NAR) Code of Ethics.
- Article 11: Requires realtors to perform services only within their field of competence and disclose conflicts of interest—Zach exceeded his competence by issuing what appears to be legal or quasi-legal advice about the deposit.
- Article 1 and Article 12: Demand honesty, fairness, and truthfulness. If Zach's recommendations were biased to favor the landlord's interests (due to financial incentives or ongoing professional relationships), his advice may be seen as misleading or unfair to the tenant, undermining trust and neutrality.

## 3. Conflict of Interest and Partiality:

- Zach's personal stake in maintaining a favorable relationship with the landlord (to secure future listings or commissions) creates a direct conflict of interest, compromising his neutrality.
- His dual roles as both the listing agent and the rental facilitator for the same property incentivize him to please the landlord, potentially influencing his assessment of damages and advice on the security deposit.
- This conflict taints his opinions and recommendations, reducing their credibility and reliability in any dispute over damages or deposit withholding.

## 4. Lack of Impartial Documentation or Expertise:

- Zach provided his conclusions (missing inventory items, alleged damages, extended tenant occupancy) without verifiable third-party inspection reports or certifications, relying solely on his personal, non-expert judgment.
- By framing his remarks as a "professional opinion" while lacking formal qualifications or an impartial stance, he may have misled the landlord into taking action that is not supported by objective, professional evidence.

In summary, the claims against Zach center on his non-professional and biased advisory role regarding the security deposit, his violation of realtor ethics by exceeding his scope of competency and failing to remain impartial, and the resulting conflict of interest that undermines the fairness and credibility of any advice he provided.

#### Claims Related to the Provided Text:

##### 1. Failure to Maintain Safe Conditions (Fla. Stat. §83.51):

- Luther, despite being a trained legal professional, failed to remedy known safety hazards (unsecured gate, faulty motion lights) after a violent home invasion, thereby neglecting his statutory duty to maintain a safe and habitable property.

##### 2. Willful Neglect of Statutory Obligations (Fla. Stat. §§83.49, 83.51, 715.10–715.111):

- As a landlord fully aware of Florida’s landlord-tenant laws due to his legal training, Luther intentionally chose not to comply with mandated maintenance duties, security measures, and procedural requirements for handling deposits and personal property.

##### 3. Heightened Responsibility Due to Legal Credentials:

- Luther’s admission that he is a lawyer, even if out-of-state, magnifies the severity of his noncompliance, as he cannot credibly claim ignorance of the law or misunderstand his obligations as a landlord under Florida statutes.

##### 4. Conflict of Interest with the Realtor (Zach):

- Zach’s personal interest in maintaining a favorable relationship with Luther, the non-resident landlord and attorney, suggests a compromised neutrality. This conflict of interest undermines the reliability of Zach’s involvement, opinions, and any assurances he might provide regarding property conditions or tenant concerns.

##### 5. Conscious Decision to Ignore Safety Improvements:

- Luther’s refusal to install metal gates, ensure functional lighting, or address hazardous tree limbs, despite witnessing these issues firsthand, constitutes a deliberate and knowing choice to shift the burden of risk and distress onto the tenant rather than fulfilling his statutory obligations.

## 6. Noncompliance Not Excused by Professional Status or Geography:

- Luther's out-of-state legal practice and corporate law background do not grant him immunity from Florida's landlord-tenant laws. His professional qualifications do not mitigate, but rather intensify, the unlawfulness of his failure to meet basic landlord responsibilities.

## 7. Psychic Distress and Ongoing Risk to the Tenant:

- By neglecting known hazards and withholding necessary repairs and security measures, Luther subjected the tenant to continuing risk and emotional harm, exacerbating the tenant's mistrust and anxiety in direct contravention of Florida's intent to protect tenants through statutory safeguards.

## Zach-Only Claims

### 1. Conflict of Interest Due to Personal Stake:

- Zach, as the realtor and the individual who facilitated the lease, has a personal interest in maintaining a favorable relationship with Luther, the landlord and attorney, potentially securing future listings or commissions. This financial incentive compromises Zach's ability to remain impartial regarding the tenant's concerns.

### 2. Compromised Reliability of Communication and Promises:

- Because Zach's professional ambitions align more closely with pleasing Luther than ensuring fair treatment for the tenant, the credibility and trustworthiness of any information, assurances, or representations Zach provides are significantly diminished.

### 3. Overshadowed Tenant Interests:

- Zach's desire to preserve and enhance his professional relationship with Luther likely outweighs his inclination to advocate for the tenant's living conditions or security needs. As a result, Zach's involvement may have contributed to the tenant's inability to rely on him for unbiased support or accurate conveyance of the tenant's concerns to Luther.

### 4. Failure to Remain a Neutral Party:

- In his dual role—initially as the listing agent and later as the facilitator of the rental—Zach should have served as a neutral resource. Instead, his partiality,

driven by personal and professional gain, undercuts the tenant's expectation that Zach would handle property-related matters fairly and objectively.

## **SECTION IV: CONCERNS REGARDING ZACH STEINBERGER'S INVOLVEMENT AND IMPARTIALITY**

Dear Mr. Rollins,

This section addresses the problematic conduct of your associate, Mr. Zach Steinberger, whose actions and conflicting roles raise serious concerns about his impartiality and credibility in this matter. It is essential to understand that Mr. Steinberger's involvement is not that of a neutral third party, but rather that of a biased agent, whose actions and opinions should be viewed with considerable skepticism.

### **A. Misrepresentation of Role and Authority:**

1. **Non-Paralegal Status:** Mr. Steinberger has been presented as your "declared paralegal," a claim that is not substantiated. In reality, he is a licensed real estate professional with Compass Florida LLC. It is critical to clarify that Mr. Steinberger is not a paralegal as defined by Florida law and cannot claim to have the legal authority or expertise implied by such a designation. His attempt to present himself as something he is not is a misrepresentation and is unethical.
2. **Property Manager Role:** In addition to being a realtor, Mr. Steinberger acted as your property manager and main point of contact. This dual role compromises his ability to act as a neutral party in any dispute and creates a direct conflict of interest.

### **B. Conflicts of Interest:**

1. **Dual Agency:** Mr. Steinberger served as both the listing agent when the property was for sale and the rental agent. This dual role created a financial incentive for him to favor your interests over those of the tenant, thereby

undermining his neutrality.

2. **Financial Incentive:** Mr. Steinberger's financial interests are directly tied to maintaining a positive relationship with you. His commission depended on the successful sale or rental of the property, creating a bias to protect your interests, which could color his assessment of damages, and may explain his improper communication to me and failure to disclose pertinent information. His financial incentive to maintain a good relationship with you undermines his ability to act impartially.
3. **Protecting Landlord:** It appears that Mr. Steinberger was motivated to protect you from accountability, to preserve future business opportunities. This casts doubt on the objectivity of his opinions and actions regarding my security deposit and personal property.
4. **Compromised Neutrality:** As the agent responsible for securing me as a tenant, and also as the property manager, Mr. Steinberger is inherently a partial party in the disputes between you, as the landlord, and me, as the tenant, thus compromising his neutrality. His financial incentive to maintain a good relationship with you, as the landlord, undermines his ability to act impartially.

### **C. Involvement in the Security Deposit and Personal Property Dispute:**

1. **Inventory List:** Mr. Steinberger was responsible for collecting the inventory list. This list was never fully executed with signatures on both sides, nor was it attached as an addendum to the lease, rendering it legally unsound and inadmissible in substantiating any claims. He was aware that the inventory list was not in compliance with the lease, yet he used it anyway.
2. **Damage Assessment:** As a realtor, Mr. Steinberger is not a qualified professional to evaluate damages to the property, and his statements on this matter are nothing more than an amateur opinion that carries no professional weight. His assessment of damages, therefore, lacks impartiality and professional credentials.
3. **Null and Void Addendum:** Given Mr. Steinberger's numerous conflicts of

interest, any written statements by him regarding damages attached to your claim on security deposit should be deemed null and void.

#### **D. Communication and Record Keeping**

1. **Failure to Share Communication:** As a proxy and declared paralegal, Mr. Steinberger was under obligation to share all communication between myself and him with you. His failure to do so demonstrates a gross oversight on both of your parts.
2. **Required Communication Records:** Both you and Mr. Steinberger are required to preserve all communication records, especially text messages, as these are crucial evidence. Tampering with or destroying potential evidence in legal proceedings is unlawful. You are both under legal obligation to provide all communication, including text communication, from the first day of communication through the present, as well as any communication records that remain on the devices, apps, and servers for the devices.

#### **E. Ethical and Professional Concerns:**

1. **Florida Bar Rules & Misrepresentation:** You and Mr. Steinberger's actions fall under ethical violations as outlined in Florida Bar Rule 4-7.13. If Mr. Steinberger was acting as a proxy paralegal for you and was representing you, while also misrepresenting himself to me, he may be engaging in deceptive representation which is prohibited.
2. **NAR Code of Ethics Violations:** Mr. Steinberger may have violated the National Association of Realtors (NAR) Code of Ethics, including Article 1, Article 11, and Article 12. Article 1 requires realtors to protect and promote the interests of their clients while being honest and fair with all parties. Article 11 requires realtors to perform only services for which they are qualified and to disclose conflicts of interest. Article 12 prohibits false or misleading statements about the condition of a property.
3. **Compromised Testimony:** Due to his multiple conflicts of interest and

potential ethical breaches, Mr. Steinberger's testimony should be viewed with skepticism. His dual roles may call into question his impartiality regarding tenant damages and the legitimacy of the inventory list he collected.

## **F. Conclusion:**

Mr. Steinberger's conduct demonstrates a pattern of conflicts of interest and potential breaches of ethical and professional standards. His dual roles, misrepresentation of his status, and involvement in the security deposit dispute all cast doubt on his credibility and impartiality. This undermines your position and further highlights the bad faith with which you have handled this matter. All actions and statements by Mr. Steinberger should be viewed with the understanding that they are not impartial and, as such, carry little weight without corroborating third-party evidence. It is also noteworthy that you, a licensed attorney, would allow such conflicts of interest to occur and even participate in their exploitation.

This detailed explanation of Mr. Steinberger's involvement is intended to provide a clear legal basis for challenging his credibility and the validity of any claims he has made in this matter. I expect you to take these issues seriously and recognize the potential legal ramifications of your association with Mr. Steinberger.

## **CLOSING**

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Compromised Testimony: Due to his multiple conflicts of interest and potential ethical breaches, Mr. Steinberger's testimony should be viewed with skepticism. His dual roles may call into question his impartiality regarding tenant damages and the legitimacy of the inventory list he collected<sup>3</sup>.

## **F. Conclusion:**

Mr. Steinberger's conduct demonstrates a pattern of conflicts of interest and potential breaches of ethical and professional standards. His dual roles, misrepresentation of his status, and involvement in the security deposit dispute



all cast doubt on his credibility and impartiality. This undermines your position and further highlights the bad faith with which you have handled this matter. All actions and statements by Mr. Steinberger should be viewed with the understanding that they are not impartial and, as such, carry little weight without corroborating third-party evidence. It is also noteworthy that you, a licensed attorney, would allow such conflicts of interest to occur and even participate in their exploitation.

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## CLAIMS/VIOLATIONS

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### I. Claims and Issues Related to Zach Steinberger's Conduct

#### A. Misrepresentation of Role:

- **Not a Paralegal:** Zach Steinberger was identified as a real estate professional, specifically a realtor, not a paralegal, despite being described as a "declared paralegal" by the tenant. This misrepresentation is significant because it suggests an attempt to lend legal credibility to his actions without proper credentials.
- **Property Manager:** Steinberger acted as Luther Rollins' property manager and main point of contact for the tenant. This dual role blurs the lines between a neutral third party and an agent acting on behalf of the landlord.

#### B. Conflict of Interest:

- **Dual Agent:** Steinberger served as both the listing agent for the property when it was for sale and as the rental agent when it was listed for rent. This dual role created a financial incentive for him to favor the landlord, Luther Rollins, and could compromise his neutrality.
- **Financial Incentive:** Steinberger had a vested interest in the property's value, marketability, and income potential through commissions for both the

sale and rental agreements, which creates a bias towards maintaining favor with the landlord. This undermines the objectivity required to assess tenant-related issues, particularly damages.

- **Protecting Landlord:** Steinberger may have been motivated to protect the landlord, Luther, to preserve future business opportunities and avoid accountability for failing to disclose property issues during listing or rental.
- **Compromised Neutrality:** As the agent responsible for securing the tenant and as the property manager, Steinberger is inherently a partial party in disputes between the landlord and tenant, thus compromising his neutrality. His financial incentive to maintain a good relationship with the landlord undermines his ability to act impartially.

### **C. Involvement in the Security Deposit Dispute:**

- **Collection of Inventory List:** Steinberger collected the inventory list, which the tenant claims was never fully executed with signatures on both sides and was not attached as an addendum to the lease. The tenant also states they never received a copy, and could not cross-reference the inventory at move out.
- **Damage Assessment:** As a realtor, Steinberger is not a legally recognized authority on evaluating damages or providing a professional legal opinion. His input on damages or legal compliance lacks impartiality and professional credentials.
- **Null and Void Addendum:** Any written statement by Steinberger regarding damages attached to the security deposit claim may be considered null and void due to his conflict of interest.

### **D. Communication and Record Keeping**

- **Failure to Share Communication:** The tenant assumes Steinberger as a proxy and declared paralegal to the landlord, should have shared all communication between the tenant and Steinberger with the landlord. If Steinberger did not share all information it was "a gross oversight on both of

your parts".

- **Required Communication Records:** Steinberger is required to preserve all communication records, especially text messages with the tenant, as they are crucial evidence. Tampering with or destroying potential evidence in legal proceedings is unlawful.

## **II. Potential Violations of Ethical Standards & Realtor Guidelines**

### **A. National Association of Realtors (NAR) Code of Ethics:**

- **Article 1:** Requires realtors to protect and promote the interests of their clients while being honest and fair with all parties. Steinberger's actions may have favored the landlord over the tenant.
- **Article 11:** Requires realtors to perform only services for which they are qualified and to disclose conflicts of interest. Steinberger may have provided opinions on damages without sufficient expertise, and failed to disclose his conflict of interest.
- **Article 12:** Prohibits false or misleading statements about the condition of a property. If Steinberger's statements were influenced by his role as listing agent, or if he provided opinions without sufficient inspection, he may have violated this article.

### **B. Compromised Testimony and Credibility:**

- **Objectivity of Testimony:** Courts weigh the objectivity of witness testimony, particularly from professionals. Steinberger's dual roles may call into question his impartiality regarding tenant damages.
- **Lack of Impartiality:** Due to his financial dependency on the landlord, his opinions about tenant damages are biased and his statements should carry minimal weight unless backed by third-party evidence or formal property assessments.

## **III. Summary of Zach Steinberger's Potential Liability**

Zach Steinberger's conduct reveals multiple conflicts of interest and potential

ethical breaches. His dual roles, misrepresentation of his status, and involvement in the security deposit dispute, all cast doubt on his credibility and impartiality. This can be used to diminish the impact of his statements or actions that support the landlord's claims. As such, the tenant can leverage Steinberger's conflicts of interest to weaken the landlord's case.

This analysis is based solely on the information provided in the sources.

## **COMPREHENSIVE LEGAL ANALYSIS: SECURITY DEPOSIT CLAIM AND CONFLICT OF INTEREST**

### **I. DUAL AGENCY AND CONFLICT OF INTEREST**

#### **A. Zach Steinberger's Compromised Position**

The fundamental integrity of the security deposit claim is severely undermined by Zach Steinberger's conflicted role as both:

1. Property listing agent
2. Landlord's ongoing representative

This dual position creates multiple layers of ethical and legal concerns:

## **Use this for Zach:**

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### **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

## **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.

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## ADVICE FOR COMPASS REALTY

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Notifying Compass Realty about Zach Steinberger's conduct is both appropriate and strategic. Here's why and how to approach this:

### I. PROFESSIONAL OVERSIGHT NOTIFICATION

#### 1. Primary Recipients at Compass:

- Regional Director of Operations, Florida Division
- Broker of Record, St. Petersburg Office
- Compass Legal/Compliance Department
- Risk Management Department
- Ethics Committee (if established)

#### 2. Regulatory Bodies to Include:

- Florida Real Estate Commission (FREC)
- National Association of Realtors (NAR) Ethics Committee
- Local Realtor Association Board (St. Petersburg)
- Florida Department of Business & Professional Regulation

### II. KEY VIOLATIONS TO HIGHLIGHT

#### 1. License and Ethics Violations:



- Unauthorized practice of law through security deposit "opinions"
- Undisclosed conflicts of interest in dual agency role
- Misrepresentation of professional qualifications
- Breach of NAR Code of Ethics Articles 1, 11, and 12
- Violation of Florida real estate regulations

## **2. Risk to Compass:**

- Potential liability exposure from agent misconduct
- Regulatory compliance issues
- Reputational damage
- Professional negligence concerns
- Vicarious liability risks

## **III. DOCUMENTATION TO INCLUDE**

### **1. Written Evidence:**

- September 5, 2024 email with unauthorized "professional opinion"
- All communication records showing overreach
- Property inspection documentation gaps
- Inventory list mishandling evidence
- Timeline of misconduct

### **2. Supporting Materials:**

- Relevant lease sections
- Florida statutes regarding agent conduct
- NAR Code of Ethics violations
- Property condition documentation
- Communication history

## **IV. SUGGESTED NOTIFICATION FORMAT**

### **1. Formal Letter Components:**

- Detailed chronology of events
- Specific violations cited
- Supporting documentation attached
- Request for investigation
- Demand for corrective action

## **2. Professional Tone:**

- Focus on facts and evidence
- Reference specific regulations
- Maintain professional language
- Request formal response
- Set reasonable timeframes

## **V. STRATEGIC CONSIDERATIONS**

### **1. Timing:**

- Send simultaneously with landlord response
- Allow reasonable response time
- Document all delivery methods
- Maintain copies of all correspondence
- Follow up appropriately

### **2. Expected Outcomes:**

- Internal investigation by Compass
- Potential disciplinary action
- Review of policies and procedures
- Possible settlement discussions
- Professional sanctions

## **VI. FOLLOW-UP PROTOCOL**

### **1. Documentation:**

- Maintain delivery confirmation
- Record all responses
- Log all communications
- Keep timeline updated
- Preserve all evidence

## 2. **Next Steps:**

- Monitor response timeframes
- Escalate if necessary
- Document non-response
- Consider media attention
- Prepare for legal action

## **VII. LEGAL IMPLICATIONS**

### 1. **For Compass:**

- Supervisory liability
- Agency responsibility
- Compliance requirements
- Professional standards
- Risk management

### 2. **For Steinberger:**

- License implications
- Professional discipline
- Ethics violations
- Legal exposure
- Career impact

This notification strategy serves multiple purposes:

1. Creates official record of complaints
2. Triggers corporate oversight

3. Establishes professional accountability
4. Protects your legal interests
5. Ensures proper documentation

By involving Compass directly, you:

- Escalate the seriousness of the matter
- Create corporate liability awareness
- Force professional review
- Document the issues formally
- Increase pressure for resolution

This approach demonstrates the gravity of the situation while maintaining professional standards and creating a clear record for any future legal proceedings.

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#### 1. *Financial Entanglements*

- Commission from initial property listing
- Commission from securing tenant
- Ongoing property management fees
- Future re-listing potential compensation
- Vested interest in maintaining landlord relationship

#### 2. *Professional Independence Compromise*

- Unable to maintain objective stance
- Financial dependency on landlord
- Future business considerations
- Relationship preservation priorities
- Compromised assessment neutrality

### **B. Regulatory and Ethical Violations**

Steinberger's actions potentially violate multiple NAR Code of Ethics provisions:

### 1. *Article 1 Violations*

- Failure to maintain neutrality
- Biased property assessment
- Compromised fair dealing
- Preferential treatment of landlord
- Disregard for tenant interests

### 2. *Article 11 Breaches*

- Operating beyond professional expertise
- Undisclosed conflicts of interest
- Improper damage assessment
- Exceeding competency boundaries
- Failure to recommend qualified experts

### 3. *Article 12 Infractions*

- Potentially misleading statements
- Unsubstantiated condition claims
- Speculative damage assertions
- Inadequate documentation
- Questionable professional opinions

## **II. UNAUTHORIZED PRACTICE OF LAW**

### **A. Legal Advisory Overreach**

Steinberger's actions suggest potential unauthorized practice of law:

#### 1. *Improper Legal Guidance*

- Advising on security deposit retention
- Interpreting lease provisions
- Suggesting legal remedies
- Offering claims guidance

- Making legal determinations

## 2. *Florida Bar Violations*

- Exceeding realtor authority
- Providing legal conclusions
- Offering unauthorized counsel
- Making judicial determinations
- Interpreting legal rights

## **B. Professional Boundary Violations**

Steinberger's involvement exceeded legitimate realtor functions:

### 1. *Scope of Practice Issues*

- Property condition assessment beyond expertise
- Legal rights determination
- Contract interpretation
- Damage valuation
- Claims adjudication

### 2. *Required Professional Expertise*

- Licensed contractor assessment needed
- Legal counsel requirements
- Professional appraisal standards
- Expert damage evaluation
- Qualified inspector certification

## **III. QUESTIONABLE PROFESSIONAL OPINION**

### **A. September 5, 2024 Email Analysis**

Steinberger's email opinion demonstrates multiple deficiencies:

#### 1. *Language Issues*

- Improper future tense usage
- Speculative cost projections
- Unsubstantiated claims
- Non-specific allegations
- Conclusory statements

## 2. *Professional Qualification Problems*

- Lack of damage assessment expertise
- No contractor certification
- Limited technical knowledge
- Insufficient inspection credentials
- Inadequate valuation experience

## **B. Opinion Validity Concerns**

The professional opinion fails basic credibility tests:

### 1. *Substantiation Issues*

- No supporting documentation
- Absence of expert consultation
- Lack of comparative analysis
- Missing cost breakdowns
- No professional estimates

### 2. *Methodology Problems*

- No systematic inspection protocol
- Undefined assessment criteria
- Subjective evaluation basis
- Insufficient documentation
- Limited technical analysis

## **IV. FINANCIAL INCENTIVE STRUCTURE**

## **A. Compensation Analysis**

Steinberger's financial interests create significant bias:

### *1. Direct Financial Benefits*

- Initial listing commission
- Rental commission
- Management fees
- Future listing potential
- Ongoing relationship value

### *2. Indirect Financial Incentives*

- Referral opportunities
- Market presence
- Professional reputation
- Business relationship preservation
- Future transaction potential

## **B. Impact on Credibility**

The financial structure undermines opinion validity:

### *1. Bias Indicators*

- Alignment with landlord interests
- Disregard for tenant rights
- Unsupported conclusions
- Speculative assertions
- One-sided assessment

### *2. Professional Independence Issues*

- Compromised objectivity
- Financial dependency
- Relationship preservation



- Future business considerations
- Conflict avoidance

## **V. LEGAL AND PROFESSIONAL IMPLICATIONS**

### **A. Claim Validity Impact**

Steinberger's compromised position affects the entire claim:

#### *1. Evidence Reliability*

- Questionable professional opinion
- Biased assessment
- Inadequate documentation
- Speculative conclusions
- Compromised credibility

#### *2. Legal Vulnerability*

- Potential ethics violations
- Unauthorized practice exposure
- Professional misconduct
- Regulatory non-compliance
- Liability risks

### **B. Remedial Requirements**

The conflict of interest necessitates:

#### *1. Independent Assessment*

- Qualified contractor inspection
- Neutral expert evaluation
- Professional damage assessment
- Unbiased cost estimation
- Objective condition review

## 2. *Professional Standards Compliance*

- Clear role boundaries
- Proper documentation
- Expert consultation
- Ethical compliance
- Regulatory adherence

## VI. CONCLUSION

Zach Steinberger's conflicted role fundamentally undermines the security deposit claim's validity. His:

- Dual agency position
- Financial incentives
- Professional overreach
- Questionable opinions
- Ethics violations

create substantial grounds for challenging both his involvement and the claim's legitimacy. The combination of unauthorized practice of law, ethical violations, and compromised independence renders his opinion legally insufficient and potentially subjects him to professional discipline. This conflict of interest provides additional grounds for challenging the security deposit retention and seeking appropriate remedies under Florida law.

## STATEMENT:

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The fact that Mr. Steinberger acted as both the listing agent for the home when it was for sale and later as the agent facilitating its rental could introduce concerns about **conflict of interest**, particularly if his dual roles influenced his advice or actions regarding the property. This dynamic could cast doubt on the objectivity of his opinions about tenant damages or his involvement in managing the

property. Here's how this potential conflict of interest could be framed to bolster your case:

Mr. Steinberger, as a licensed realtor, providing his professional opinion to Luther about tenant damages would not typically carry significant weight in a legal dispute unless Steinberger is qualified as an expert witness in property damage assessment, which is unlikely unless he has specific certifications or expertise beyond his real estate license.

## **Key Considerations:**

### **1. Professional Opinion in Context**

- **Role as a Realtor:** Realtors often share professional opinions about property conditions, maintenance, and damages during their normal duties. If Steinberger was acting within his capacity as a realtor and simply providing observations or informal advice to Luther, it does not constitute a legal or ethical violation.
- **Non-Binding Nature:** Steinberger's opinion would likely hold little to no legal weight unless backed by concrete evidence, formal inspections, or professional certifications (e.g., a licensed contractor or appraiser providing a detailed report on damages).

### **2. Unauthorized Practice of Law**

- **Providing Legal Advice:** If Steinberger advised Luther on legal actions, interpretation of laws, or how to pursue damages in court, it could border on the unauthorized practice of law. Florida law prohibits realtors from giving legal advice unless they are licensed attorneys.
- **Drafting Legal Arguments:** If Steinberger's email goes beyond general professional advice and includes strategies for pursuing legal claims (e.g., advising how to interpret lease terms, draft legal documents, or argue in court), this could potentially be viewed as crossing a boundary into unauthorized legal

practice.

### 3. Violation of Realtor Ethics

- Realtors in Florida are bound by the **Code of Ethics and Standards of Practice** of the National Association of Realtors (NAR) and Florida's professional standards:

- **Article 13** of the NAR Code of Ethics prohibits realtors from engaging in activities that constitute the unauthorized practice of law.

- If Steinberger's communication was limited to property-related matters (e.g., the extent of visible damage, costs of repair, or how to prepare the property for re-rental), it is unlikely to violate ethical standards.

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- **Role as a Realtor:** Realtors often share professional opinions about property conditions, maintenance, and damages during their normal duties. If Steinberger was acting within his capacity as a realtor and simply providing observations or informal advice to Luther, it does not constitute a legal or ethical violation.

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- If Steinberger's communication was limited to property-related matters (e.g., the extent of visible damage, costs of repair, or how to prepare the property for re-rental), it is unlikely to violate ethical standards.

### **4. Potential Bias or Conflict of Interest**

- Steinberger's role as the realtor who facilitated the lease and served as Luther's point of contact during the tenancy might introduce a perceived bias. His commission and ongoing relationship with Luther could be argued to create a financial incentive to support Luther's claims. However, this would not inherently violate any laws or ethical rules unless Steinberger knowingly made false or misleading statements.

### **5. Impact on Legal Proceedings**

- **Weight of Opinion:** Courts typically require documented, objective evidence to substantiate claims of property damage. Steinberger's opinion, unless based on verifiable inspections or expert assessments, would likely carry minimal weight in court.

- **Testimony in Court:** If Steinberger's opinions were introduced in a legal

dispute, they could be challenged as lacking objectivity or expertise unless he is deemed qualified to testify on the nature and extent of damages.

### **Summary of Violations or Concerns:**

1. **No Violation if Limited to Professional Property Opinions:** If Steinberger merely provided his observations or informal advice about the property's condition or damages, there is no violation of law or ethics.
2. **Potential Issue if Offering Legal Advice:** If Steinberger advised Luther on pursuing damages legally, interpreting the lease, or taking specific legal actions, this could be considered unauthorized practice of law.
3. **Minimal Legal Weight:** Steinberger's professional opinion would hold little weight in court unless supported by evidence or a recognized qualification as an expert in property damage.

### **Conclusion:**

Mr. Steinberger's role in advising Luther on tenant damages is not inherently a violation unless it crosses into legal advice or false statements. His opinion likely serves as informal guidance rather than a decisive legal or expert determination, and any claims Luther pursues based on Steinberger's advice would still need to be substantiated by evidence or third-party inspections to hold up in court.

### **Conflict of Interest and Its Impact on Credibility**

#### **1. Dual Roles and Financial Incentive**

- **Financial Stake in Both Transactions:** As the listing agent for the home when it was for sale and later as the rental agent, Mr. Steinberger had a clear financial incentive tied to the property's value, marketability, and income potential. His commission for both the sale and rental agreements creates a perceived bias toward maintaining favor with the landlord, Luther Rollins.

- This bias undermines the neutrality required to assess tenant-related issues, particularly damages.
- His relationship with Luther as a commissioned agent inherently incentivizes alignment with the landlord's interests, not objective fact-finding.

## **2. Lack of Objectivity in Assessing Tenant Damages**

- **Motivated to Protect Future Earnings:** Steinberger's continued role in the property's rental management ties his financial success to his ongoing relationship with Luther Rollins. Any advice or opinions he provided about tenant damages could have been influenced by the desire to:
  - Preserve his professional relationship with Luther.
  - Protect the property's future rental or resale value.
  - Avoid accountability for failing to disclose property issues during its listing or rental phases.
- **Undermined Credibility in Court:** Courts and legal proceedings typically weigh the objectivity of witness testimony, particularly from professionals. Steinberger's dual roles as listing and rental agent call into question whether his opinions regarding tenant damages were impartial or motivated by self-interest.

## **3. Professional Ethics and Realtor Guidelines**

- **Realtor Code of Ethics Violation:** According to the **National Association of Realtors (NAR) Code of Ethics:**
  - **Article 1** obligates realtors to protect and promote the interests of their clients while being honest and fair with all parties.
  - **Article 11** requires realtors to perform only services for which they are qualified and to disclose their conflicts of interest.

- **Article 12** prohibits false or misleading statements about the condition of a property.

- If Steinberger provided an opinion about tenant damages without sufficient inspection or expertise, or if his role as the listing agent influenced his statements, he could be seen as violating these ethical standards.

#### **4. Conflict of Interest as a Realtor and Property Manager**

- **Potential Compromised Neutrality:** Steinberger's role as both the agent responsible for securing the tenant and as the property manager during the lease term makes him an inherently partial party in any disputes between the landlord and tenant. His financial incentive to maintain good standing with Luther compromises his ability to act neutrally.

- If his advice to Luther about tenant damages was overly favorable or exaggerated, it raises the question of whether he prioritized maintaining his relationship with Luther over impartial evaluation.

- This conflict weakens the credibility of any opinions Steinberger provides about tenant damages.

#### **Using the Conflict of Interest in Your Defense**

To leverage this potential conflict of interest, your argument could focus on these key points:

##### **1. Financial Incentive and Lack of Objectivity:**

- Steinberger's dual roles as listing agent and rental agent created a financial dependency on the landlord, making his opinions about tenant damages inherently biased. Courts are unlikely to weigh opinions influenced by financial incentives as credible.

##### **2. Undisclosed Conflict of Interest:**



- Steinberger acted as both the rental agent and landlord's representative but did not disclose this conflict of interest when providing his opinions on tenant damages. This dual role undermines his ability to act impartially and raises ethical concerns under the NAR Code of Ethics.

### **3. Realtor Duties and Ethical Violations:**

- Steinberger's ethical obligations under the Realtor Code of Ethics require neutrality and honesty. His financial relationship with Luther Rollins and his involvement in both the sale and rental of the property compromise his credibility and objectivity in assessing tenant damages.

### **4. Compromised Testimony:**

- Any testimony or evidence Steinberger provides in support of tenant damages must be scrutinized through the lens of his dual roles and financial motivations. His statements should carry minimal weight unless backed by third-party evidence or formal property assessments.

## **Conflict of Interest and Its Impact on Credibility**

### **1. Dual Roles and Financial Incentive**

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- **Potential Compromised Neutrality:** Steinberger's role as both the agent responsible for securing the tenant and as the property manager during the lease term makes him an inherently partial party in any disputes between the landlord and tenant. His financial incentive to maintain good standing with Luther compromises his ability to act neutrally.
- If his advice to Luther about tenant damages was overly favorable or exaggerated, it raises the question of whether he prioritized maintaining his relationship with Luther over impartial evaluation.
- This conflict weakens the credibility of any opinions Steinberger provides about tenant damages.

#### Conclusion

The dual roles Steinberger held as listing agent and rental agent introduce a clear **conflict of interest**, significantly undermining the credibility and weight of any opinions he provided about tenant damages. His financial dependency on the landlord and his ongoing relationship with the property owner suggest his advice may have been influenced by self-interest, not impartial judgment. This conflict should be emphasized in any legal proceedings to question the validity of Steinberger's involvement and diminish the impact of his statements or actions supporting Luther Rollins' claims.

#### Expanded, Statute-Referenced Narrative

In **April 2024**, Luther personally visited the Florida property—one he claimed familiarity with yet had scarcely attended in person. As I guided him towards the sagging branches hovering near utility lines and the flimsy side gate without a latch or lock, the gravity of the situation could not be overstated. The gate's deteriorated wood, splintered at the edges, had effectively enabled a violent home invasion just weeks prior. According to **Fla. Stat. §83.51 (2) (a)**, a landlord must

make reasonable provisions for locks and keys and maintain the premises so as to prevent foreseeable crimes. Luther's inaction contradicted these duties, leaving me vulnerable and psychologically distressed.

When I asked about his profession, Luther replied with a guarded, "I'm a lawyer." He offered no details beyond a vague reference to corporate law and his practice being based in North Carolina. While not explicitly misrepresenting his jurisdiction, the very admission that he was a licensed attorney heightened the stakes. As a trained legal professional, he should have known that Florida's landlord-tenant statutes (**Fla. Stat. §§83.49, 83.51, and §§715.10-715.111**) establish unequivocal obligations. His background meant he could not claim ignorance of the law's demands—timely security deposit notices, adequate maintenance ensuring habitability, secure premises to deter criminal acts, and proper handling of personal property.

**Fla. Stat. §83.51(1)(a)** requires a landlord to comply with building, housing, and health codes, ensuring essential structural components and safety features are maintained. The property's vulnerable state—unsecured gates, malfunctioning motion lights—violated these standards. Luther's personal inspection, rather than prompting immediate remediation, seemed only to confirm his intent to disregard these requirements. His silence and inaction after witnessing these hazards in person underscore a deliberate choice: he did not fix the gate, improve lighting, or follow through on previous commitments to enhance security. For a lawyer, trained in the nuances of compliance and accountability, such neglect indicates willful noncompliance rather than mere oversight.

Zach, the local realtor and my initial contact, confirmed Luther's legal background and extensive property interests. Zach's role is significant. Not only had he acted as the listing agent for the home, but he also facilitated its rental—a dual capacity raising a potential **conflict of interest**. With future commissions and professional opportunities potentially hinging on his relationship with

Luther, Zach's impartiality is questionable. If Zach stood to gain from maintaining favor with Luther, then his input on property conditions or tenant issues is inherently suspect. His financial incentive to please Luther could conflict with his duty to deal honestly and fairly under the **National Association of Realtors (NAR) Code of Ethics**, undermining the reliability of his statements about property conditions or alleged tenant damages.

Moreover, should Zach have ventured beyond property observations to advise Luther on legal remedies—such as how to interpret the lease or pursue alleged damages—he might encroach upon the unauthorized practice of law, violating Florida law which prohibits non-attorneys from giving legal advice. If Zach's communications ventured into that territory, it would further taint the integrity of any claims Luther might make based on such advice.

Luther's status as a lawyer from another state (Missouri Bar license and corporate law practice in North Carolina) does not absolve him of adherence to Florida's statutes. **Fla. Stat. §83.49(3) (a)** outlines the landlord's obligation to provide timely, itemized notices of any security deposit claims. Luther's failure to send a compliant notice within 30 days, or to itemize deductions with proper documentation, flouts these rules. He cannot rely on geographic distance or unfamiliarity with Florida's specific statutes; a landlord voluntarily renting property in Florida subjects themselves to Florida law.

The cumulative effect of these factors—Luther's legal training, Zach's conflicted position, and the blatant statutory violations—is damning. Consider the following points of evidence and statutory references:

#### 1. **Unsafe Conditions After a Break-In:**

- **Quote/Evidence:** The flimsy gate with “no latch, no lock” and “wood splintered at its edges” was observed by Luther in April 2024, weeks after a known violent intrusion.

- **Statutory Reference:** **Fla. Stat. §83.51(1)(a)** and **(2)(a)** mandate a safe,

habitable dwelling. Luther's failure to fix the gate or ensure functional security lighting contravenes this obligation.

## 2. **Landlord's Legal Knowledge and Noncompliance:**

- **Quote/Evidence:** Luther admitted, "I'm a lawyer," conveying awareness of legal frameworks. Yet, he failed to address maintenance issues, security vulnerabilities, or provide timely and compliant security deposit notices.

- **Statutory Reference:** Fla. Stat. §83.49(3)(a) requires detailed, timely deposit notices. His noncompliance, despite legal training, suggests willfulness, not ignorance.

## 3. **Realtor's Conflict of Interest and Credibility Issues:**

- **Quote/Evidence:** Zach's involvement, having been both the listing and rental agent, implies a financial motive in aligning with Luther's interests.

- **Ethical Reference:** NAR Code of Ethics, Article 1 and Article 11, require honesty, competence, and disclosure of conflicts. Zach's financial stake could bias any statements or support he provides to Luther, diminishing their credibility in legal disputes.

## 4. **Unauthorized Practice of Law Concerns (If Applicable):**

- If Zach offered guidance on legal strategies or interpretation of lease terms beyond general property insights, he could be engaged in unauthorized practice of law, violating both Florida law and professional ethics.

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# Nonlawyer Disclosure



**Instructions to Licensee:** Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "Name" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

\_\_\_\_\_  
(Name)  
**Zach Steinberger** told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. \_\_\_\_\_  
(Name)  
**Zach Steinberger** informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

\_\_\_\_\_  
(Name)  
**Zach Steinberger** told me that he/she may only type the factual information provided by me in writing into the blanks on the form. Except for typing, \_\_\_\_\_  
(Name)  
**Zach Steinberger** may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, \_\_\_\_\_  
(Name)  
**Zach Steinberger** may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.

## Landlord or Tenant:

☒ I can read English.  
☐ I cannot read English but this notice was read to me by \_\_\_\_\_  
(Name)  
in \_\_\_\_\_  
(Language) which I understand.

\_\_\_\_\_  
(Signature)  
**Zach Steinberger**  
Licensee signature  
**Zach Steinberger**

\_\_\_\_\_  
(Signature)  
**Luther J. Rollins, Jr.** **Mary O. Polk**  
Landlord or Tenant signature  
\_\_\_\_\_  
(Signature)  
**Stephen Boerner** **Melissa Bemer**  
Landlord or Tenant signature

ND-3 Rev 4/2022

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## 8. NOTICES.

\_\_\_\_\_  
**Zach Steinberger** is Landlord's **Agent**. All notices must be sent to  
☒ Landlord \_\_\_\_\_  
**Luther Rollins** at **2649 Tifton St S**  
☐ Landlord's **Agent** \_\_\_\_\_ at \_\_\_\_\_

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's **Agent** (whichever is specified above) shall be given by U.S. mail or by hand delivery.

The following parties have reviewed the information and the signatory is true and accurate.

\_\_\_\_\_  
(Signature)  
**Luther J. Rollins, Jr.**  
Lessor's signature  
**Luther J Rollins**  
\_\_\_\_\_  
(Signature)  
**Stephen Boerner**  
Lessee's signature  
**Stephen Boerner**  
**Zach Steinberger**  
Agent's signature  
**Zach Steinberger**

Zach Steinberger told me that he/she is a nonlawyer and may not give legal  
(Name)  
advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. Zach Steinberger informed me that he/she is  
(Name)

not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

Zach Steinberger told me that he/she may only type the factual information  
(Name)  
provided by me in writing into the blanks on the form. Except for typing, Zach Steinberger  
(Name)  
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, Zach Steinberger may ask me factual questions to fill in  
(Name)  
the blanks on the form and may also tell me how to file the form.

**Landlord or Tenant:**

☒ I can read English.  
☐ I cannot read English but this notice was read to me by \_\_\_\_\_  
(Name)  
in \_\_\_\_\_ which I understand.  
(Language)

Zach Steinberger  
Licensee signature  
Zach Steinberger

Luther J. Rollins, Jr. Mary O. Polk  
Landlord or Tenant signature

Stephen Boerner Melissa Bemer  
Landlord or Tenant signature

Pet Deposit \$ \_\_\_\_\_ due \_\_\_\_\_  
\$500.00 10/26/2023  
Other \$ \_\_\_\_\_ due \_\_\_\_\_  
Other \$ \_\_\_\_\_ due \_\_\_\_\_

6. **LATE FEES.** (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of \$ 200.00 (If left blank, 4% of the rent payment) for each rent payment made \_\_\_\_\_ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. **PETS AND SMOKING.** Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

1 dog  
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

**8. NOTICES.**

Zach Steinberger is Landlord's Agent. All notices must be sent to  
☒ Landlord Luther Rollins at 2649 Tifton St S  
☐ Landlord's Agent \_\_\_\_\_ at \_\_\_\_\_

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. **UTILITIES.** Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for \_\_\_\_\_ that Landlord agrees to provide at Landlord's expense (if blank, then "NONE").

10. **MAINTENANCE.** Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord/Tenant	Landlord/Tenant	Landlord/Tenant	Landlord/Tenant	Landlord/Tenant
<input checked="" type="checkbox"/> roofs	<input checked="" type="checkbox"/> windows	<input checked="" type="checkbox"/> screens	<input checked="" type="checkbox"/> steps	
<input checked="" type="checkbox"/> doors	<input checked="" type="checkbox"/> floors	<input checked="" type="checkbox"/> porches	<input checked="" type="checkbox"/> exterior walls	
<input checked="" type="checkbox"/> foundations	<input checked="" type="checkbox"/> plumbing	<input checked="" type="checkbox"/> structural components		
<input checked="" type="checkbox"/> heating	<input checked="" type="checkbox"/> hot water	<input checked="" type="checkbox"/> running water	<input checked="" type="checkbox"/> locks and keys	
<input checked="" type="checkbox"/> electrical system		<input checked="" type="checkbox"/> cooling	<input checked="" type="checkbox"/> smoke detection devices	
<input checked="" type="checkbox"/> garbage removal/ outside receptacles				
<input checked="" type="checkbox"/> extermination of rats, mice, roaches, ants and bedbugs				
<input checked="" type="checkbox"/> extermination of wood-destroying organisms				
<input checked="" type="checkbox"/> lawn/shrubbery	<input checked="" type="checkbox"/> pool/spa/hot tub			
<input checked="" type="checkbox"/> water treatment	<input checked="" type="checkbox"/> filters (specify)			
<input checked="" type="checkbox"/> ceilings	<input checked="" type="checkbox"/> interior walls			
<input checked="" type="checkbox"/> Other (specify)				

Tenants must carry renters insurance and replace HVAC filters monthly

Tenant shall notify Luther Rollins at 2649 Tifton St S  
(name) (address)

(If left blank, Landlord at Landlord's address) and \_\_\_\_\_ of maintenance and repair requests.  
(telephone number)

Landlord (initials) and Tenant (initials) acknowledge receipt of a copy of this page which is Page 3 of 20  
RLHD-3a Rev 0116 Approved on April 15, 2015, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules  
Regulating the Florida Bar.



## Nonlawyer Disclosure



**Instructions to Licensee:** Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

-----  
\_\_\_\_\_  
**Zach Steinberger**  
(Name)  
told me that he/she is a nonlawyer and may not give legal advice, cannot tell me what my rights or remedies are, cannot tell me how to testify in court, and cannot represent me in court.

Rule 10-2.1(b) of the Rules Regulating The Florida Bar defines a paralegal as a person who works under the supervision of a member of The Florida Bar, an out-of-state lawyer engaged in the authorized practice of law in Florida, or a foreign lawyer engaged in the authorized practice of law in Florida, and who performs specifically delegated substantive legal work for which the supervising lawyer is responsible. Only persons who meet the definition may call themselves paralegals. \_\_\_\_\_  
**Zach Steinberger**  
(Name)  
informed me that he/she is not a paralegal as defined by the rule and cannot call himself/herself a paralegal.

\_\_\_\_\_  
**Zach Steinberger**  
(Name)  
told me that he/she may only type the factual information provided by me in writing into the blanks on the form. Except for typing, \_\_\_\_\_  
**Zach Steinberger**  
(Name)  
may not tell me what to put in the form and may not complete the form for me. However, if using a form approved by the Supreme Court of Florida, \_\_\_\_\_  
**Zach Steinberger**  
(Name)  
may ask me factual questions to fill in the blanks on the form and may also tell me how to file the form.