
**ZACH STEINBERGER' S BIASED,
UNQUALIFIED INVOLVEMENT**

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0.1 Zach Steinberger's Legal Profession

0.1.1 Licensed Real Estate Professional (Licensee):

The "Nonlawyer Disclosure" form explicitly identifies Steinberger as a licensed real estate professional. This role is governed by Florida real estate laws and the National Association of Realtors (NAR) Code of Ethics. As a licensee, he is authorized to perform real estate transactions, such as listing properties for sale or rent and assisting with the completion of real estate forms.

0.1.2 Dual Agent:

The provided lease agreement indicates that Zach Steinberger was the listing agent (when the property was for sale), the rental agent for the property, and he is also identified on the lease as the contact for the Landlord (page 4 item 8 of the lease states "Zach Steinberger is Landlord's Agent. All notices must be sent to..."). This dual role presents a clear conflict of interest, as his financial interests are intertwined with both the landlord and the tenant, and his loyalties are divided.

0.1.3 Non-Paralegal/Non-Attorney:

The "Nonlawyer Disclosure" form, along with the Florida Bar rules, clearly indicate that Steinberger is not a paralegal. He does not operate under the supervision of an attorney, does not undertake specifically delegated substantive legal tasks, and, therefore, lacks the legal qualifications necessary to offer legal advice. Additionally, documents identifying him as a "nonlawyer" explicitly state that he is prohibited from providing legal advice, representing parties in court, or interpreting the law.

0.2 Legal Limits of Steinberger's Role

As a licensed real estate professional, Steinberger's authority is limited to real estate transactions. Here is what he *can* and *cannot* do, particularly within the scope of this landlord-tenant dispute:

0.2.1 Mr. Steinberger Can:

He is able to list properties available for sale or rent, show those properties to prospective tenants, and assist in completing standard real estate forms. This includes typing factual information provided in writing, asking questions to fill in any blanks, and advising parties on how to file a form. He acts as a point of contact for communication, ensuring that he remains transparent about representing the Landlord.

0.2.2 Mr. Steinberger Cannot:

He is not authorized to provide legal advice or interpret legal documents, including lease agreements or Florida landlord-tenant law. Additionally, he cannot assess property damages beyond basic observations, as he is not a qualified professional. Any recommendations concerning specific actions related to a security deposit claim would be regarded as legal and/or financial advice, which he is unable to offer. Furthermore, he should act as a neutral third party in any disputes, given his financial ties and vested interest in maintaining a successful business relationship with the landlord.

He is prohibited from misrepresenting his credentials or capabilities, offering opinions that could be construed as legal opinions, or providing legal analysis or guidance to either party involved in the case. He cannot act as a paralegal, offer legal services, or represent anyone in court. Lastly, he must not influence the determination of the landlord's entitlements based on the condition of the premises.

0.3 Violations in Steinberger's Contribution to the Security Deposit Claim Letter

The security deposit claim letter and Zach Steinberger's "Final Report" email reveal clear violations of his professional boundaries, including:

0.3.1 Providing a "Professional Opinion":

In the email report, Steinberger states that it is his "professional opinion to not refund the security deposit." This constitutes legal and financial advice, which is outside the purview of his role as a real estate licensee. He is unqualified to make such a recommendation.

This constitutes a clear violation of the Nonlawyer Disclosure, Florida Real Estate Law, and the NAR Code of Ethics. The "Nonlawyer Disclosure" form distinctly identifies Steinberger as a licensed real estate professional, a status that is regulated by Florida real estate laws and the National Association of Realtors (NAR) Code of Ethics.

As a licensee, he is duly authorized to conduct real estate transactions, including listing properties for sale or rent and assisting in completing real estate forms.

0.3.2 Acting as an Unqualified Damage Assessor:

Mr. Steinberger's supportive statements regarding the claims related to the Security Deposit indicate that he endorses a letter addressing several concerns raised by the Landlord.

These concerns include issues such as “spoilage,” “damage to the walls,” and “unauthorized removal,” among other claims lacking proper documentation, which the Landlord cites as grounds for withholding the entire deposit. The letter clearly specifies that these claims are based equally on the Landlord’s inspection and Zach’s “inspection” rather than on a formal evaluation of damages and necessary repairs conducted by a qualified professional.

0.3.3 Misrepresenting Expertise:

By using language such as “professional opinion” and by acting as the sole party making the determinations regarding missing items and damages and overstayed occupancy, Steinberger falsely implies that he has the expertise to make judgments beyond his professional capacity. These statements also misrepresent his role and knowledge to the Tenant.

0.3.4 Undermining Impartiality:

Mr. Steinberger’s actions indicate a clear bias. His financial interests, as previously mentioned, are directly connected to the landlord. By aligning himself with the landlord and offering such an opinion, as well as assessing damages and prolonged occupancy, he is further undermining his ethical and legal obligations.

0.3.5 Failure to Disclose Conflict of Interest:

Mr. Steinberger’s actions demonstrate a lack of transparency. He failed to inform the tenant that he was a biased party. His primary motivation is not to serve as a neutral third party, but rather to maintain his relationship with the landlord.

Steinberger was hired as an agent and is identified as the Landlord’s Agent on the lease. However, he exceeded the boundaries of his licensure by acting in the roles of an unqualified inspector, financial advisor, and legal advisor. His actions demonstrate a disregard for the limitations imposed by his licensure.

0.3.6 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.

0.4 Summary of Violations

Zach Steinberger violated Florida real estate law, the NAR code of ethics, and the "Nonlawyer Disclosure" form's explicit stipulations by:

- Providing unqualified legal and financial recommendations.
- Offering damage assessments beyond his expertise.
- Misrepresenting his role and capabilities to both the landlord and tenant.
- Failing to disclose his conflicts of interest.
- Acting as a biased party due to financial ties to the landlord.

In conclusion, Zach Steinberger's participation in this matter raises significant concerns regarding conflicts of interest, ethical violations, and breaches of his professional responsibilities. His so-called "professional opinion" and damage assessments lack both legal and factual credibility, making them unprofessional and overly ambitious. Additionally, his actions undermine the validity of the security deposit claim, exposing both Steinberger and his employer, Compass Florida LLC, to potential liability.

Luther Rollins' reliance on Steinberger's recommendations and legal opinions only intensifies these issues, highlighting a troubling lack of good faith in the management of the security deposit. As a licensed attorney, Rollins should fully understand the implications of this conflict and the serious legal consequences that may arise from it.

There are several relevant cases involving realtor conflicts of interest in tenant-landlord disputes in Florida:

0.5 Notable Case Examples

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

0.5.1 Ethical Violations Identified

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

Dual Agency Issues:

- Realtors cannot represent the interests of both landlords and tenants when financial stakes are involved. Property managers must disclose any financial relationships that may impact their neutrality.

Unauthorized Activities:

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

0.5.2 Legal Consequences

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

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

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