

No. 17-7675

IN THE  
SUPREME COURT OF THE UNITED STATES

LUIS ALBERTO SORO — PETITIONER  
(Your Name)

vs.

THE KEYES COMPANY — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

DISTRICT COURT OF APPEALS OF FLORIDA THIRD DISTRICT NO. 3D16-2547  
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

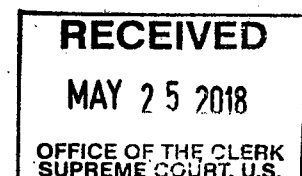
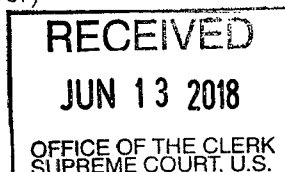
PETITION FOR REHEARING

LUIS ALBERTO SORO  
(Your Name)

P.O. BOX 398142  
(Address)

MIAMI BEACH, Florida 33239-8142  
(City, State, Zip Code)

NONE  
(Phone Number)



# TABLE OF AUTHORITIES CITED

| CASES                                                               | PAGE NUMBER    |
|---------------------------------------------------------------------|----------------|
| RULE                                                                |                |
| STATUTES                                                            |                |
| 1,420(e)                                                            | 4              |
| Fla RULE OF CIVIL Procedure 1.540                                   | 11             |
| Fla R. App.P, 9.130                                                 | 3, 10          |
| CASES                                                               |                |
| Brandal v. State Farm mut 310 So.2d 780,781                         | 7              |
| (Fla. 2d DCA 1975)                                                  |                |
| carnival corp 690 So.2d 660-661 (Fla 3d DCA 1997)                   | 7              |
| Dade county 269 So.2d at 657-58                                     | 4              |
| Edward L. Nezelek v. Sunbeam Television                             |                |
| 413 So. 2d 51 (Fla. 3d DCA 1981)                                    | 11             |
| E.g. Benton v. Moore 655 So.2d 1272 (Fla 1st DCA 1995)              |                |
| Gries Invest , 388 So.2d at 1282                                    | 11             |
| Haas v. Doe 704 So. 2d 1117, 1118 (Fla 2d DCA 1998)                 | 4              |
| Hayward & ASSOCS v. Hoffman 793 So 2d 89                            | 4              |
| (Fla 2d DCA 2001)                                                   | 8              |
| Heekin v. Highsmith 56 So. 3d 786, 787 (Fla 1st DCA 2010)           | 11             |
| Humana Hosp Kissimmee Auxiliary INC. 478 So 2d 428 (Fla 5 DCA 1985) | 8              |
| Klien v. Pinellas county, 685 So.2d 945,946 (Fla 2d DCA 1996)       | 4              |
| Kozel v. ostendor f 629 So.2d 817, 818 (Fla 1994)                   | 11             |
| pennzoil, co v. Texaco, INC 481 U.S. 1 (1987)                       | 11             |
| mCGuire 17 So 3d at 1276-77                                         | 1,4,5,6,7,9,10 |
| prestor ff v. straud 454 So. 2d 564, 565 (Fla 2d DCA 1983)          | 11             |
| PAI m AFC HOLDING v. minto communities INC 766 So 2d                | 11             |
| 436-437, 38 (Fla 4th DCA 2000)                                      | 11             |
| silvers v. walmart stores, INC 763 So 2d 1086                       | 6              |
| (Fla 4th DCA 1999)                                                  | 11             |
| ST VII, 714 So 2d at 605                                            | 4              |
| Rayes 895 So.2d at 1274-75                                          |                |
| stebnicki v. wolfson 584 So. 2d 177, 178-79 (Fla 3d DCA 1991)       | 4              |
| Ten year lease to own the house that was paid in full to his        | APP A          |
| parents over a 33 year period making Petitioner the rightful owner. |                |
| supreme court of The United STATES opinion                          | APP B          |

# PETITION FOR REHEARING

petitioner Luis A. Soro certifies that the petition for rehearing is presented in good faith and not for delay. Petitioner has been out of his home since July 6 2011 that was paid in full to his parents, has until may 2019 to transfer the property into his name based on his contract for lease with and option to buy that was breached by the respondent The Keyes company Realtors miami, Florida with full knowledge of the contract to lease with option to buy, paid in full as petitioner called them and were informed. Petitioner would like to return and recover his home of 33 years as he has been left without his home and all of his personal property that was stolen from his leasehold that was paid in full. <sup>Pennzoil, Co. v. Texaco, Inc 481 U.S. 11, 1987.</sup> The grounds for intervening that have controlling effect and were not previously presented are that petitioner was not given a fair trial by voter elected circuit court Judge Thomas J. Rebull in miami, Florida, that has abused and has exceeded his authority with my case when he dismissed it with prejudice because I am not a lawyer, have had everything I own stolen from my leasehold with option to buy that has been paid in full to my parents and have until may 2019 to transfer title into my name. Judge Thomas J. Rebull needed to clear his calendar to make room and time for other cases that he has and did not think that I would seek help from the highest court in the United States to recover my home that is paid in full and all of my personal property that was in my home of (33) thirty three years since 1978. Petitioner owns the house outright and has paid the property taxes in full for his home since 1992. Petitioner's parents were holding the house in trust for him. This petitioner Luis A. Soro is publishing his case with the help of family and friends in world market such as Colombia, Brazil, Mexico, Argentina, Peru, Germany, England and a number of other countries. The publishing of my case on the world wide web (www) and the dissemination of the information that I will make available to the general public and investors world wide may cause an economic catastrophe in the United States real estates markets. Judge Thomas J. Rebull thinks he has unfettered power to do anything he wants especially against pro-se litigants. Judge Thomas J. Rebull has treated me and behaved towards me with the upmost disrespect no matter what I said. When I told him that my parents were holding the property in trust until I was ready to transfer into my name and had until may 2019 he was determined that I was not going to be given a fair trial or fair treatment.

1

2  
opinions not necessarily based on fact or knowledge.

county voters and as a Judge and as not fit to give life changing  
was elected to be a circuit court Judge in Miami, Florida by the  
deciding or resolving or finding a solution to a problem. This man  
court. In this petitioners mind Thomas J Rebull has no business  
and done with, once and for all, and can not be brought back to  
dismissed the case with prejudice which means that the case is over  
to transfer title into his name. with that Judge Thomas J Rebull  
with option to buy that was paid in full and has until May 2019  
of my personal property that was also stolen from my lease hold  
recover my stolen home of (33) thirty three years and all  
I was there to anything and everything within the law to  
in his court room. Petitioner told Judge Thomas J. Rebull  
33130 told Petitioner he was not going to let me practice law  
circuit civil Judge Thomas J. Rebull section: CA13 in Miami, Florida  
paid the property taxes in full for the property since 1992. A Miami

This petitioner Luis A. Soro owns the house outright and has  
This petitioner was treated with the utmost disrespect by Judge Rebull.  
if a problem should arise, and the U.S. Supreme court dose not act.  
not intervene or get involved with the recovery of the property  
estate investments as they may fear that the U.S. courts will  
trillions and trillions of dollars in United states Real  
economic decline look like ch, id's play. Investors own  
a real estate downturn that may make 2008-2009  
that this same thing may happen to them and cause  
owners to exit the United states Real Estate markets  
Investment fears may force investors and property  
his parents, with a signed contract agreement that is written.  
his home and investment that was paid in full to  
under him and the courts did not help him recover.  
his home of 33 years was stolen and sold right from  
property owners will see that a United states citizen had  
This petitioner Luis A. Soro will show & prove to Investors and

This case involves a violation of the constitution Article 1, section 10, and deny Petitioner's Fourteenth Amendment rights of due process of Law? This Petitioner is accusing (The Keyes company) Respondent of a very serious crime, tortious interference with contractual relations with a contractual and business relationship Petitioner has with his parents for a house that was bought and completely paid in full. Pennzoil v Texaco Inc 481 U.S. 1 (1987). This interference was intentional by Respondent The Keyes company. Petitioner's rights were infringed upon as Respondent interfered with a business relationship that Petitioner has with his parents.

"The Supreme Court of Virginia has made it clear that actual malice is not an essential element to prove a claim for tortious interference with a contract. All that is required is that the plaintiff demonstrate that the defendant intentionally engaged in the conduct with the primary purpose of interfering with..." Petitioner was given ultimate disrespect by the Judge no matter what I said.

Petitioner is a United States citizen that has been totally financially devastated by Respondents intentional tortious interference with the contractual relations Petitioner has with his parents to lease to buy the house he lived in since June 01, 1978 and has paid in full for the property upon the agreed price and terms. Respondent The Keyes company was fully informed on the circumstances and position Petitioner has with his parents. The U.S. courts should protect this U.S. citizens rights according to our constitution called the Bill of Rights. The mere facts that Respondent has chosen not to contest Petitioner's declarations should show this court that Respondent is guilty of the proven accusations.

The final decision was based on an erroneous interpretation of law and there has been an intervening change in the controlling law, and a manifest injustice clearly apparent and it is obvious on its face, will occur if the motion for reconsideration is not granted. 1.420(e)

On or about June 01, 1978 this petitioner and his parents Jose Luis Soro and Maria Diana Soro entered into a residential lease with an option to buy the property at a future date for \$130,000.00 over (3) Three times the purchase price of \$46,000 that petitioner Soro negotiated the deal and had given them a \$10,000 Ten Thousand deposit for the option to buy. (lease to own) that was used as the down payment for the house.

Petitioner is a licensed real estate broker that has been involved with over 500 leases over the past 40 years. This petitioner worked at the Keyes company (The Respondent) for over (3) Three years until he opened his own Real Estate company in January 1981. Pennzoil v. Texaco Inc. 481 U.S. 1 (1987) Petitioner owns the house at 2402 A/Ton Road outright and it was paid in full & is legitimate, with his parents permission & blessing. Dade county 269 so.2d at 657-58

This petitioner has spent over (\$146,000) one hundred forty six thousand dollars on repairs, modifications and Appliances over the past (33) thirty-three years on the house he had discussed and negotiated and accepted.

Gries Invest. 388 so.2d at 1282 4 Hays v Roe 704 so.2d 1117, 1118 (Fla 2d DCA (1978) Klein v. Pinellas county 685 so.2d 945, 946 (Fla 2d DCA 1996) Rayes 895 so.2d at 1274-75 Stebnick, v. Wolfson 584 so.2d 177, 178-79 (Fla 3d DCA 1991).

The history of this matter dates back to 1978.

on or about June 01, 1978 the petitioner and his parents entered into a residential lease for the property at 2402 Alton Road, Miami Beach, Florida 33140 for a period of (5) five years until June 1983, with an option to buy the house signed by both his mother Maria D. Soro and his father Jose Luis Soro. During those five years petitioner did a huge amount of work to the house that was built in 1923 and one day in the future would be his to own based on the contract petitioner has with his parents Maria D. Soro and Jose Luis Soro. Since 1980 petitioner future wife Maureen Soro lived at the property and on November 26, 1982 had a reception after his wedding at St. Patrick Catholic Church for his 250(+) guests at 2402 Alton Road. On May 06, 1984 Appellant's first son Doctor Luis A. Soro Jr was born. On September 24, 1985 second son was born. Major repairs continued at 2402 Alton Road at the expense of petitioner for the house that one day would be his based on the contract. Petitioner has with his mother and father, acquire the property. In January 1986 petitioner asked his parents to renew his lease so he could get a business loan for one of his corporations of which his mother Maria D. Soro was the Secretary/Treasurer, Director. This time the lease was for (10) ten years with a option to buy as Plaintiff was not going anywhere and had invested a huge amount of time and money at 2402 Alton Road, and had given his parents \$10,000 for the option to buy the property at a future date with a portion of the rent set aside to be used for the purchase of 2402 Alton Road. On or about January 1996 petitioner renewed his lease for (5) five years as his parents were getting older and was going to make his move to buy 2402 Alton Road, at the price agreed to on June 1, 1978. On or about January 2001 petitioner signed another lease for a (10) year period until January 2011. Pennzoil v. Texaco INC 481 U.S. 1 (1987) petitioner owns the property outright that has a valid contract breached by respondent that abused this Petitioner soros / in firm father, coerced by Respondent, over a house that was paid in full.

Michael Pappas in his affidavit indicates that "someone" called about the transaction and he discussed the matter with the district sales manager of Keyes' Miami Beach office, Frank E. Jewett Jr. Michael Pappas by his own admission that is signed is a liar. The facts prove that he called Frank E. Jewett Jr, the manager, I also called the manager AND Julio C. Perez so they had to know that it was me Luis Soro calling about 2402 Alton Road, Pappas knew it was me. As I was in his office a number of months before.

Petitioner has proof that on April 1, 2010 (A year before the sale) Julio Perez did a comparative market analysis and was supervised at all times by Frank E. Jewett Jr the manager. The property was listed on March 15, 2011. The analysis was out dated by 1 year. Property on Miami Beach goes up every month.

Petitioner has proof that on March 21, 2011 (6 days after the listing) received an offer from Pedro Jose Lopez Jr of \$430,000 for a house that is in the Bay Shore Area where home have an average price of over one million dollars. I had a 10 year lease from the owner and Father Jose Luis Soro, dated 5-9-09. With option to buy that is valid until May 08, 2019 to be exercised. I Luis Soro had lived at 2402 Alton Road Miami Beach, since June of 1978 and was registered to vote based on that address, and due to bank records, I had my father give me a 10 year lease on 2402 Alton Road, to get an investment loan for my company "A" that is registered with the state of Florida since 1981. Petitioner is the legal, lawful, real, true, proper & correct owner of the house. The Keyes Co. Associate Jewett and Associate Perez are aware

of the petitioner's allegation that he had a ten (10) year leasehold interest in the property. see exhibit "A" my father had Alzheimer's and suffered from dementia and had a short memory at times telling me to take him to the grocery or doctor but I would tell him, he had already gone the day before or two. The Keyes company cause my contract to be broken and every thing I own stole by movers they brought in, to remove my personal property from my leasehold, with complete knowledge of the lease to own petitioner has with his father until 5-08-2019. In fact the 3 district court of appeal granted a stay of the case involving eviction. Penn 2011 v. Texaco Inc. 481 U.S. 1 (1987) The property is paid in full and Respondent breached the contract that caused tortious interference with contractual relations. Petitioner has with his parents causing economic harm. silver's v. walmart stores, 763 So 2d @ 1086 Property taxes were paid in full by petitioner since 1992.

Respondent did tortious intentional interference.  
In this case is critical<sup>20</sup> to enforcing the  
congressional goal of ensuring that all litigants  
be given a fair opportunity to be heard on the  
issue, and the substance of his claim and the  
precluded party had a full and fair opportunity  
to litigate the issue in the first action. This  
petitioner was not given a full and fair opportunity  
to litigate. Petitioner owns the house outright.  
*Brandal v. State Farm Mut. 310 So 2d 780-781 (Fla. 2d DCA 1975)*

This case before this court involves the review  
of the trial court dismissing this case with  
prejudice and without giving this pro se petitioner  
that is the right full owner based on his contract payments,  
the opportunity and time to amend the complaint  
due to respondent's claim that petitioner failed to  
state a cause of action. Exhibit F. is the (10) Ten  
year lease signed by petitioner Luis A. Soro and  
his 85 year old father Jose Luis Soro on May 8,  
2009 for a duration of (10) years to May 8, 2019.  
Appellant had tied up this house for his and his  
family use as petitioner Soro's father would be 95  
years old and not alive at the end of the lease.  
This petitioner Luis A. Soro has spent thousands and  
thousands and thousands of dollars and hours of  
time fixing up the house at 2402 Avton Road Miami  
Beach Florida 33140, that would be in his name and was  
paid in full over the 33 years petitioner worked very hard to pay.  
Respondent has committed tortious interference in  
this case and petitioner has been financially harmed.  
*Pennzoil v. Texaco Inc 481 U.S. 1 (1987) Carnival Corp 690 So 2d 660-661  
(Fla 3d DCA 1997)*

This case before this court involves the review of the trial court dismissing this case with

prejudice and without giving this pro se petitioner that is the rightful owner based on his contract & payments, the opportunity and time to amend the complaint due to respondent's claim that petitioner failed to state a cause of action. Exhibit F. is the (10) Ten year lease signed by petitioner Luis A. Soro and his 85 year old father Jose Luis Soro on May 8, 2009 for a duration of (10) years to May 8, 2019. Petitioner had tied up this house for his and his family use as Petitioner Soro's father would be 95 years old and not alive at the end of the lease.

This petitioner Luis A. Soro has spent thousands and thousands of dollars and hours of time fixing up the house at 2402 Alton Road Miami Beach Florida 33140. This petitioner had given his parents a \$10,000 deposit for the option to buy this house and a percent of the rent was set aside every month for the purchase of this property. Petitioner wanted to acquire 2402 Alton Road from his parents and petitioner's parents gave petitioner permission and blessing to keep 2402 Alton Road in the Soro family as they could not take it with them upon their passing on. Petitioner's father Jose Luis Soro was very ill as he had severe dementia and Alzheimer's Disease and under heavy narcotic medication making him incapable of signing a contract that would be enforceable on July 11, 2011, to transfer the property title. My father was abused by the keys company and their associates Julio Perez, Frank Jewett, Carrie Rodriguez and Michael Pappas. *Mayward & Assocs v. Hoffman* 793 So.2d 89 (Fla. 2d DCA 2001) *Humana Hosp Kissimmee Auxiliary Inc* 478 So.2d 428 (Fla. 5th DCA 1985) Judge Thomas J. Rebull treated me with the utmost disrespect and was not interested or concerned with anything that I said in his court, as a litigant.

This petitioner has spent over (\$146,000) one hundred forty six thousand dollars on repairs, modifications and Appliances over the past (33) thirty-three years on the house he had discussed and negotiated and accepted by all parties on a purchase price of \$10,000 on or about June 1978. 12% of the rent was also going towards the purchase price that had been negotiated on June 01, 1978.

The lower court did not take into consideration that on July 11, 2011 when Petitioner's son in firm father, doctor prescribed narcotic opioid pain relievers and cognition-enhancing medication (memantine) namenda to treat severe dementia associated with Alzheimer's disease signed a property transfer that was owned outright by petitioner based on the contract signed by petitioner's parents and Petitioner's son and renewed for the past (41) forty one years, until 5-08-2019.

All the repairs and modifications made to 2402 Alton Road Miami Beach, Florida 33140 came out of pocket of petitioner for the house that one day would be his, and it would be free and clear of debt based on the contract that is legal and enforceable that must be honoured and was breached by Respondent with full knowledge, facts, and understanding as petitioner fully briefed the Respondent of the contract, lease to own. Petitioner has with his parents that is valid until May 08, 2019. *Pennzoil v. Texaco Inc 481 U.S. 1 (1987)* and that the house was paid in full to his parents.

This petitioner has lost every thing he owned and worked for the past 40 years including his home of 33 years because of Respondent's Breach of contract petitioner has and owns, the property outright.

The Petitioner is Suing The Keyes Company, Respondent and has institute legal proceedings against The Respondent for breach of contract, the right to reside at 2402 Alton Road Miami Beach, Florida with a (10) Ten year lease with option to buy the same from his parents that is valid until May 08, 2019 with a (\$10,000) Ten Thousand Dollar Deposit for the option to buy and thousands of dollars on account. A portion of the rent was accumulating for (32) thirty-two years to be used as a down payment. Thousands and Thousands of dollars were spent over 32 years and a gargantuan amount of time was spent fixing up 2402 Alton Road that one day would be his and he had his parents blessing & permission to buy 2402 from his elderly parents as they could not take it with them upon their passing on. Pennzoil v. Texaco INC 481 U.S.1 (1987) The Petitioner has paid for the property in full, to his parents and is the true owner of the house. This Petitioner had given his parents a \$10,000 deposit for the option to buy this house and a percent of the rent was set aside every month for the purchase of this property. Petitioner wanted to Acquire 2402 ALTON ROAD from his parents and Petitioner's parents gave Petitioner permission and blessing to keep 2402 ALTON ROAD in the Soro family as they could not take it with them upon their passing on. Petitioner's Father Jose Luis Soro was very ill as he had severe Dementia and Alzheimer's Disease and under heavy narcotic medication making him incapable of signing a contract that would be enforceable on July 11, 2011, to transfer the property title. My Father was abused by the Keyes company and their associates Julio Perez, Frank Jewett, Carrie Rodriguez and the president of the Keyes company Michael I Pappas. The United States do not want anyone in this country with unfettered power and especially an elected circuit court Judge in Miami-Dade County Florida. Judge Thomas J. Rebull has abused 10 and exceeded his authority with a pro-se litigant that has had everything he owned and worked for stolen from him, due to judicial error.

The circuit court error by not giving this Pro se petitioner a fair trial and has permitted Respondent to not be held accountable for the financial crime that they did. The final decision was based on an erroneous interpretation of law and there has been an intervening change in the controlling law, and a manifest injustice clearly apparent and it is obvious on its face, will occur if the motion for reconsideration is not granted.

On or about June 01, 1978 this Petitioner and his parents Jose Luis Soro and Maria Diana Soro entered into a residential lease with an option to buy the property at a future date for \$130,000.00 over (3) Three times the purchase price of \$46,000 that Petitioner Soro negotiated the deal and had given them a \$10,000 Ten Thousand deposit for the option to buy. (lease to own) that was used as the down payment for the house.

Appellant is a licensed real estate broker that has been involved with over 500 leases over the past 40 years. This petitioner worked at the Keyes company (The Respondent) for over (3) Three years until he opened his own Real Estate company in January 1981. Pennzoil v. Texaco Inc, 481 U.S. 1 (1987) Petitioner owns the house at 2402 Aiton Road outright and it was paid in full, legitimate, with his parents permission & blessing. Respondent had full knowledge of the contract petitioner has with his parents valid until May 08, 2019. Petitioner took time to call Michael Pappas and told him of the lease option he has to transfer title for the house that has been sold and paid for in full many years prior. This petitioner has an enforceable written contract that is signed and is a legally binding agreement for the purchase of his home since 1978.

I was denied and the case was closed without giving Petitioner a fair trial and a fair opportunity to recover his home of (33) thirty-three years that was paid in full but never transferred into Petitioner's name to avoid the higher property taxes associated with the new sale of a property in Florida. Respondent was able to persuade Petitioner's ill father to let them sell the house that was owned and paid in full by Petitioner so they could receive a real estate commission. The Respondent has not contested the validity of the contract agreement Petitioner has with his father. This petition whose allegations had to be accepted as true for the purpose of review will disclose a shocking case of miscarriage of justice since the petitioner was precluded of a full and fair opportunity to litigate.

This court should be particularly concerned that the evidence presented by Petitioner of this case was not looked at or considered by the lower court that is involving a pro se litigant with a signed lease that is with a private contract between a father and son for a home this Petitioner lived in for over 33 years since June 1, 1978. The court in a civil action possesses practically unlimited discretion to set aside a verdict.

Petitioner is seeking to enforce his (10) ten year lease that was renewed on May 09, 2009 by his father and owner of the house 2402 Alton Road on the kitchen table in the presence of Petitioner's oldest son Doctor Luis A. Soro Jr. Three (3) generations of the Soro family present for the lease renewal. Petitioner's mother and wife of Petitioner's father and the secretary and treasurer of Petitioner's corporation Maria D. Soro was in the dining room feet away from the kitchen table where the lease was renewed but too infirmed to sign the lease due to her severe dementia and Alzheimer's Disease that is a progressive disease that destroys memory and other important mental functions.

The circuit court error by not giving this pro se Petitioner an extension of time to amend his complaint and was precluded by Judge Rebull a fair and full opportunity to litigate. Petitioner has a lease option to buy the house at the end of the lease that was paid in full to his parents. This Petitioner has a written binding contract with his parents that was breached by Respondent with full knowledge of the facts because petitioner thoroughly informed them of such. Judge Rebull thinks he has unfettered power to do anything he wants especially pro-se litigants. This case is critical to enforcing the

congressional goal of ensuring that all litigants be given a fair opportunity to be heard on the issue, and the substance of his claim and the precluded party had a full and fair opportunity to litigate the issue in the first action. This Petitioner was not given a full and fair opportunity to litigate. Petitioner owns the house outright. The mere facts that Respondent has not challenged Petitioner's accusations proves that Respondent is guilty and has chosen an alternate route to try and rid themselves of being prosecuted by the Petitioner and court judicial system. Respondent's deliberate tortious contractual interference that have left this Petitioner homeless and poverty-stricken and bankrupt and insolvent should not be able to go unscathed. Respondent know they have made a critical mistake with the deliberate tortious contractual interference and should be held accountable. Judge Thomas J. Rebull is out of control and operating his court in a reckless and incompetent manner unchecked in Miami-Dade County Florida.

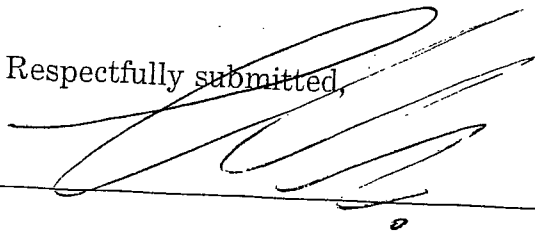
## CONCLUSION

This Petitioner was treated with the ultimate disrespect by Judge Thomas J. Rebull. No matter what I said he was not concerned or apprehensive about my property or future. Unless this case is sent back to the lower court it would be a complete travesty of justice. Petitioner was treated like a mockery, and a miscarriage of justice occurred. This case as it was handled is an insult to the system of justice. It is distorted, false and absurd. Luis A. Soro is the legitimate equitable owner of the house, out right with his parents authority, empowerment and approbation. This Petitioner Soro respectfully requests that

this Court reverse the Lower court order dismissing the case with prejudice and with out giving this pro se Petitioner the opportunity to amend the complaint and recover his home of 33 years and all of his personal property. Edward L. Wezelek v. Sunbeam television corporation, 413 So. 2d 51 (Fla. 3d DCA 1982) Respondent has not contested the validity of the contract Petitioner has with father. In the instant case the lower court dismissed the complaint for failure to state a cause of action. (This Petitioner did state a cause of action) and was not given time to file an amended complaint. See the complaint filed by Petitioner Luis A. Soro. This Petitioner has had everything he owned stolen from his lease hold with an option to buy due to the actions of the Respondent. Judges in cases are very flexible in granting time to Amend a complaint, and Petitioner Soro obviously was not aware of each and every rule of procedure in advocating his case in the lower court. Pennzoil v. Texaco INC, 481 U.S. 1 (1987) The trial court abused it's discretion when it

dismissed this case with out notice, failure to set the case for trial and pending motion to Amend Complaint. The statute of limitation had not run and was improper. This petitioner loves his home and worked very hard to pay the rent, taxes and insurance with his triple net lease with option to buy. The house was paid in full to his parents over the 33 years petitioner lived at the property petitioner has until may 08, 2019 to transfer title. mcGuire 17 so 3d at 1276-77, E.9. Benton v. Moore 655 so 2d 1272 (Fla 1st DCA 1995) Edward L. Nezelek v. Sunbeam Television 413 so 2d 57 (Fla 3d DCA 1981) Palm AFC Holding v. Minto Communities Inc. 766 so 2d 436-437, 38 (Fla 4th DCA 2000) Prestorff v. Straud 454 so. 2d 564, 565 (Fla 2d DCA 1983) Fla RULE of civil procedure 1.540 Heekin v. Highsmith 56 so. 3d 786, 787 (Fla 1st DCA 2010) Kozel v. Ostendorf 629 so 2d 817, 818 (Fla 1994) st VII, 714 so. 2d. at 605 Pennzoil v. Texaco Inc 481 US 1 (1987) This Judge Thomas J. Rebullh. unfettered power and it has been abused and exceeded. The petition for a REHEARING should be granted.

Respectfully submitted,



Date: APRIL 24, 2017

# APPENDICES

A

B

APP A

**Clause 1. Identification of Landlord and Tenant**

This agreement is entered into between, Luis A. Soro [Tenant] and Jose L Soro [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

**Clause 2. Identification of Premises**

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 2402 Alton Road  
MIAMI BEACH, FLORIDA together with the following furnishings and appliances:

Rental of the premises also includes garage

**Clause 3. Limits on Use and Occupancy**

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and their minor children. Occupancy by guests for more than SIX (6) months is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

**Clause 4. Term of the Tenancy**

The rental will begin on may 9, 2009, and end on may 8, 2019. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

**Clause 5. Payment of Rent.**

**Regular month rent**

Tenant will pay to Landlord a monthly rent of \$ 100.<sup>00</sup>, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise:

**Delivery of Payment.**

Rent will be paid:

☐ by mail, to \_\_\_\_\_

☒ in person, at 2402 ALTON ROAD

**Form of payment.**

Landlord will accept payment in these forms:

☐ personal check made payable to \_\_\_\_\_

☐ cashier's check made payable to \_\_\_\_\_

☐ credit card

☐ money order

☒ cash

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the n/a day after it's due, Tenant will pay Landlord a late charge as follows: n/a

Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a return charge of \$ n/a.

**Clause 8. Security Deposits**

On signing this Agreement, Tenant will pay to Landlord the sum of \$ n/a as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or any other sum due under this Agreement. Within n/a after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or, if applicable, an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:  
all utility charges included with rent

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for normal wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Landlord has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of opening all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and n/a under the following conditions:

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**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant n/a notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for n/a or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law.

**Clause 18. Tenant Rules and Regulations**

- ☐ Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by this reference.

**Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ☒ shall not / ☐ shall recover reasonable attorney fees and court costs.

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

- ☒ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
☐ Other disclosures:

**Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☐ The manager, at the following address: \_\_\_\_\_

n/a

☐ The following person, at the following address: \_\_\_\_\_

n/a

**Clause 22. Additional Provisions**

Additional provisions are as follows:

n/a

**Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

May 9, 2009

J. S. \_\_\_\_\_

Date

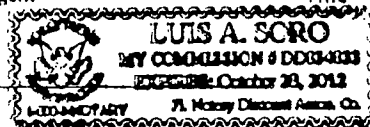
Landlord or Landlord's Agent

Title

owner

2402 Alton Road

Address



Miami Beach Florida

City

State

33140

Zip Code

(305) 534-0850

Phone

May 9, 2009

Date

Tenant

Phone

(305) 532-6000

Date

Tenant

Phone

Date

Tenant

Phone

Supreme Court of the United States  
Office of the Clerk  
Washington, DC 20543-0001

APP B

Scott S. Harris  
Clerk of the Court  
(202) 479-3011

April 16, 2018

Mr. Luis Soro  
P.O. Box 398142  
Miami Beach, FL 33239-8142

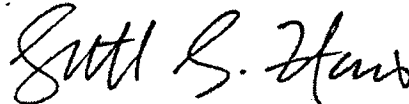
Re: Luis A. Soro  
v. The Keyes Company  
No. 17-7675

Dear Mr. Soro:

The Court today entered the following order in the above-entitled case:

The petition for a writ of certiorari is denied.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott S. Harris", written in a cursive style.

Scott S. Harris, Clerk