

By Senator Detert

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1 A bill to be entitled
2 An act relating to mobile home park tenancies;
3 amending s. 723.003, F.S.; defining the term
4 "prospectus"; amending s. 723.006, F.S.; requiring the
5 Division of Florida Condominiums, Timeshares, and
6 Mobile Homes to provide notice to the homeowners'
7 association of a proposed amendment to a prospectus
8 before approving such amendment; amending s. 723.011,
9 F.S.; removing the use of an offering circular;
10 amending s. 723.012, F.S.; removing the use of an
11 offering circular; requiring that additional
12 information be provided in the prospectus which
13 advises the customer of consequences if the land use
14 is changed; amending s. 723.014, F.S.; removing the
15 use of an offering circular; amending s. 723.032,
16 F.S.; requiring the division to enforce certain rental
17 agreement provisions; amending ss. 723.035, 723.041,
18 and 723.059, F.S.; removing the use of an offering
19 circular; amending s. 723.061, F.S.; requiring a park
20 owner to provide certain information to residents who
21 are displaced as a result of a mandatory eviction due
22 to a change in use of the land; amending ss. 73.072
23 and 723.031, F.S.; conforming cross-references to
24 changes made by the act; providing an effective date.

25
26 Be It Enacted by the Legislature of the State of Florida:

27
28 Section 1. Section 723.003, Florida Statutes, is reordered
29 and amended to read:

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30 723.003 Definitions.—As used in this chapter, the term
31 ~~following words and terms have the following meanings unless~~
32 ~~clearly indicated otherwise:~~

33 (2)~~(1)~~ ~~The term~~ "Division" means the Division of Florida
34 Condominiums, Timeshares, and Mobile Homes of the Department of
35 Business and Professional Regulation.

36 (3)~~(2)~~ ~~The term~~ "Lot rental amount" means all financial
37 obligations, except user fees, which are required as a condition
38 of the tenancy.

39 (4)~~(3)~~ ~~The term~~ "Mobile home" means a residential
40 structure, transportable in one or more sections, which is 8
41 body feet or more in width, over 35 body feet in length with the
42 hitch, built on an integral chassis, designed to be used as a
43 dwelling when connected to the required utilities, and not
44 originally sold as a recreational vehicle, and includes the
45 plumbing, heating, air-conditioning, and electrical systems
46 contained therein.

47 (5)~~(4)~~ ~~The term~~ "Mobile home lot rental agreement" or
48 "rental agreement" means a any mutual understanding or lease,
49 whether oral or written, between a mobile home owner and a
50 mobile home park owner in which the mobile home owner is
51 entitled to place his or her mobile home on a mobile home lot
52 for ~~either~~ direct or indirect remuneration of the mobile home
53 park owner.

54 (6)~~(5)~~ ~~The term~~ "Mobile home owner" or "home owner" means a
55 person who owns a mobile home and rents or leases a lot within a
56 mobile home park for residential use.

57 (7)~~(6)~~ ~~The term~~ "Mobile home park" or "park" means a use of
58 land in which lots or spaces are offered for rent or lease for

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59 the placement of mobile homes and in which the primary use of
60 the park is residential.

61 (8)~~(7)~~ ~~The term~~ "Mobile home park owner" or "park owner"
62 means an owner or operator of a mobile home park.

63 (9)~~(8)~~ ~~The term~~ "Mobile home subdivision" means a
64 subdivision of mobile homes where individual lots are owned by
65 owners and where a portion of the subdivision or the amenities
66 exclusively serving the subdivision are retained by the
67 subdivision developer.

68 (10)~~(9)~~ ~~The term~~ "Operator of a mobile home park" means
69 either a person who establishes a mobile home park on land which
70 is leased from another person or a person who has been delegated
71 the authority to act as the park owner in matters relating to
72 the administration and management of the mobile home park,
73 including, but not limited to, authority to make decisions
74 relating to the mobile home park.

75 (11)~~(10)~~ ~~The term~~ "Pass-through charge" means the mobile
76 home owner's proportionate share of the necessary and actual
77 direct costs and impact or hookup fees for a governmentally
78 mandated capital improvement, which may include the necessary
79 and actual direct costs and impact or hookup fees incurred for
80 capital improvements required for public or private regulated
81 utilities.

82 (12)~~(11)~~ ~~The term~~ "Proportionate share" ~~as used in~~
83 ~~subsection (10)~~ means an amount calculated by dividing equally
84 among the affected developed lots in the park the total costs
85 for the necessary and actual direct costs and impact or hookup
86 fees incurred for governmentally mandated capital improvements
87 serving the recreational and common areas and all affected

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88 developed lots in the park.

89 (13) "Prospectus" means a disclosure document provided to a
90 prospective mobile home owner regarding his or her legal rights
91 and financial obligation in leasing a mobile home lot.

92 (15) ~~(12) The term~~ "Unreasonable" means arbitrary,
93 capricious, or inconsistent with this chapter.

94 (16) ~~(13) The term~~ "User fees" means those amounts charged
95 in addition to the lot rental amount for nonessential optional
96 services provided by or through the park owner to the mobile
97 home owner under a separate written agreement between the mobile
98 home owner and the person furnishing the optional service or
99 services.

100 (1) ~~(14) The term~~ "Discrimination" or "discriminatory" means
101 that a homeowner is being treated differently as to the rent
102 charged, the services rendered, or an action for possession or
103 other civil action being taken by the park owner, without a
104 reasonable basis for the different treatment.

105 (14) ~~(15) The term~~ "Resale agreement" means a contract in
106 which a mobile home owner authorizes the mobile home park owner,
107 or the park owner's designee, to act as exclusive agent for the
108 sale of the homeowner's mobile home for a commission or fee.

109 Section 2. Subsection (8) of section 723.006, Florida
110 Statutes, is amended to read:

111 723.006 Powers and duties of division.—In performing its
112 duties, the division has the following powers and duties:

113 (8) The division may ~~has the authority~~ by rule ~~to~~ authorize
114 amendments ~~permitted by this chapter~~ to an approved prospectus
115 which are permitted by this chapter ~~or offering circular~~. Before
116 approving an amendment to an approved prospectus, the division

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117 shall provide notice to the homeowners' association of the
118 proposed amendment in order to solicit feedback from the
119 homeowners' association.

120 Section 3. Paragraph (b) of subsection (1) and subsections
121 (2) through (4) of section 723.011, Florida Statutes, are
122 amended to read:

123 723.011 Disclosure prior to rental of a mobile home lot;
124 prospectus, filing, approval.—

125 (1)

126 (b) The division shall determine whether the proposed
127 prospectus ~~or offering circular~~ is adequate to meet the
128 requirements of this chapter and shall notify the park owner by
129 mail, within 45 days after receipt of the document, that the
130 division has found that the prospectus ~~or offering circular~~ is
131 adequate or has found specified deficiencies. If the division
132 does not make either finding within 45 days, the prospectus
133 shall be deemed to have been found adequate.

134 (2) The park owner shall furnish a copy of the prospectus
135 ~~or offering circular~~ together with all of the exhibits thereto
136 to each prospective lessee. Delivery shall be made prior to
137 execution of the lot rental agreement or at the time of
138 occupancy, whichever occurs first. Upon delivery of a prospectus
139 to a prospective lessee, the lot rental agreement is voidable by
140 the lessee for a period of 15 days. However, the park owner is
141 not required to furnish a copy of the prospectus ~~or offering~~
142 ~~circular~~ if the tenancy is a renewal of a tenancy and the mobile
143 home owner has previously received the prospectus ~~or offering~~
144 ~~circular~~.

145 (3) The prospectus ~~or offering circular~~ together with its

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146 exhibits is a disclosure document intended to afford protection
147 to homeowners and prospective homeowners in the mobile home
148 park. The purpose of the document is to disclose the
149 representations of the mobile home park owner concerning the
150 operations of the mobile home park.

151 (4) With regard to a tenancy in existence on the effective
152 date of this chapter, the prospectus ~~or offering circular~~
153 offered by the mobile home park owner shall contain the same
154 terms and conditions as rental agreements offered to all other
155 mobile home owners residing in the park on the effective date of
156 this act, excepting only rent variations based upon lot location
157 and size, and shall not require any mobile home owner to install
158 any permanent improvements.

159 Section 4. Section 723.012, Florida Statutes, is amended to
160 read:

161 723.012 Prospectus ~~or offering circular~~.—The prospectus ~~or~~
162 ~~offering circular, which is required under to be provided by s.~~
163 723.011, must contain the following information:

164 (1) The front cover or the first page must contain only:

165 (a) The name of the mobile home park.

166 (b) The following statements in conspicuous type:

167 1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION
168 REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN
169 LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE
170 DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS
171 REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

172 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN
173 NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL
174 EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

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175 3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS
176 CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR
177 OPERATOR. REFER TO THIS PROSPECTUS ~~(OFFERING CIRCULAR)~~ AND ITS
178 EXHIBITS FOR CORRECT REPRESENTATIONS.

179 4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE,
180 THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF
181 15 DAYS.

182 5. UPON A CHANGE OF LAND USE, YOU MAY BE EVICTED AND
183 ORDERED TO MOVE YOUR MOBILE HOME WITHIN 6 MONTHS OR FORFEIT YOUR
184 MOBILE HOME.

185 (2) The next page must contain all statements required to
186 be in conspicuous type in the prospectus ~~or offering circular~~ in
187 a summary form.

188 (3) A separate index of the contents and exhibits of the
189 prospectus.

190 (4) Beginning on the first page of the text, the following
191 information:

192 (a) The name and address or location of the mobile home
193 park.

194 (b) The name and address of the person authorized to
195 receive notices and demands on the park owner's behalf.

196 (c) A description of the mobile home park property,
197 including, but not limited to:

198 1. The number of lots in each section, the approximate size
199 of each lot, the setback requirements, and the minimum
200 separation distance between mobile homes as required by law.

201 2. The maximum number of lots that will use shared
202 facilities of the park; and, if the maximum number of lots will
203 vary, a description of the basis for variation.

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204 (5) A description of the recreational and other common
205 facilities, if any, that will be used by the mobile home owners,
206 including, but not limited to:

207 (a) The number of buildings and each room thereof and its
208 intended purposes, location, approximate floor area, and
209 capacity in numbers of people.

210 (b) Each swimming pool, as to its general location,
211 approximate size and depths, and approximate deck size and
212 capacity and whether heated.

213 (c) All other facilities and permanent improvements which
214 will serve the mobile home owners.

215 (d) A general description of the items of personal property
216 available for use by the mobile home owners.

217 (e) A general description of the days and hours that
218 facilities will be available for use.

219 (f) A statement as to whether all improvements are complete
220 and, if not, their estimated completion dates.

221 (6) The arrangements for management of the park and
222 maintenance and operation of the park property and of other
223 property that will serve the mobile home owners and the nature
224 of the services included.

225 (7) A description of all improvements, whether temporary or
226 permanent, which are required to be installed by the mobile home
227 owner as a condition of his or her occupancy in the park.

228 (8) The manner in which utility and other services,
229 including, but not limited to, sewage and waste disposal, cable
230 television, water supply, and storm drainage, will be provided,
231 and the person or entity furnishing them. The services and the
232 lot rental amount or user fees charged by the park owner for the

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233 services provided by the park owner shall also be disclosed.

234 (9) An explanation of the manner in which the lot rental
235 amount will be raised, including, but not limited to:

236 (a) Notification of the mobile home owner at least 90 days
237 in advance of the increase.

238 (b) Disclosure of any factors which may affect the lot
239 rental amount, including, but not limited to:

240 1. Water rates.

241 2. Sewer rates.

242 3. Waste disposal rates.

243 4. Maintenance costs, including costs of deferred
244 maintenance.

245 5. Management costs.

246 6. Property taxes.

247 7. Major repairs or improvements.

248 8. Any other fees, costs, entrance fees, or charges to
249 which the mobile home owner may be subjected.

250 (c) Disclosure of the manner in which the pass-through
251 charges will be assessed.

252 (10) Disclosure of all user fees currently charged for
253 services offered which the homeowner may elect to incur and the
254 manner in which the fees will be increased.

255 (11) The park rules and regulations and an explanation of
256 the manner in which park rules or regulations will be set,
257 changed, or promulgated.

258 (12) A statement describing the existing zoning
259 classification of the park property and permitted uses under
260 such classification.

261 (13) A statement of the nature and type of zoning under

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262 which the mobile home park operates, the name of the zoning
263 authority which has jurisdiction over the land comprising the
264 mobile home park, and, if applicable, a detailed description of
265 any definite future plans which the park owner has for changes
266 in the use of the land comprising the mobile home park.

267 (14) Copies of the following, to the extent they are
268 applicable, as exhibits:

269 (a) The ground lease or other underlying leases of the
270 mobile home park or a summary of the contents of the lease or
271 leases when copies of the same have been filed with the
272 division.

273 (b) A copy of the mobile home park lot layout showing the
274 location of the recreational areas and other common areas.

275 (c) All covenants and restrictions and zoning which will
276 affect the use of the property and which are not contained in
277 the foregoing.

278 (d) A copy of the rental agreement or agreements to be
279 offered for rental of mobile home lots.

280 Section 5. Section 723.014, Florida Statutes, is amended to
281 read:

282 723.014 Failure to provide prospectus before ~~or offering~~
283 ~~circular prior to~~ occupancy.-

284 (1) If a prospectus ~~or offering circular~~ was not provided
285 to the prospective lessee before ~~prior to~~ execution of the lot
286 rental agreement or before ~~prior to~~ initial occupancy of a new
287 mobile home, the rental agreement is voidable by the lessee
288 until 15 days after the receipt by the lessee of the prospectus
289 ~~or offering circular~~ and all exhibits thereto.

290 (2) To cancel the rental agreement, the mobile home owner

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291 shall deliver written notice to the park owner within 15 days
292 after receipt of the prospectus ~~or offering circular~~ and shall
293 thereupon be entitled to a refund of any deposit together with
294 relocation costs for the mobile home, or the market value
295 thereof including any appurtenances thereto paid for by the
296 mobile home owner, from the park owner.

297 Section 6. Subsection (2) of section 723.032, Florida
298 Statutes, is amended to read:

299 723.032 Prohibited or unenforceable provisions in mobile
300 home lot rental agreements.—

301 (2) Any provision in the rental agreement is void and
302 unenforceable to the extent that it attempts to waive or
303 preclude the rights, remedies, or requirements set forth in this
304 chapter or arising under law. Notwithstanding s. 723.005, the
305 division shall enforce this subsection pursuant to s. 723.006.

306 Section 7. Subsection (2) of section 723.035, Florida
307 Statutes, is amended to read:

308 723.035 Rules and regulations.—

309 (2) A ~~No~~ rule or regulation may not ~~shall~~ provide for
310 payment of any fee, fine, assessment, or charge, except as
311 otherwise provided in the prospectus ~~or offering circular~~ filed
312 under s. 723.012, if one is required to be provided, and until
313 after the park owner has complied with the procedure set forth
314 in s. 723.037.

315 Section 8. Paragraph (a) of subsection (1) of section
316 723.041, Florida Statutes, is amended to read:

317 723.041 Entrance fees; refunds; exit fees prohibited;
318 replacement homes.—

319 (1) (a) Entrance fees on new mobile home placements shall be

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320 specifically set forth in the prospectus ~~or offering circular~~.
321 Any such fee shall be clearly identified in writing at the time
322 that the rental agreement is signed or otherwise concluded.

323
324 No new entrance fee may be charged for a move within the same
325 park. This paragraph does not apply in instances in which the
326 mobile home owner is evicted on the ground of nonpayment of
327 rent; violation of a federal, state, or local ordinance; or
328 violation of a properly promulgated park rule or regulation or
329 leaves before the expiration date of his or her rental
330 agreement. However, the sums due to the park by the mobile home
331 owner may be offset against the balance due on the entrance fee.

332 Section 9. Subsections (3) and (4) of section 723.059,
333 Florida Statutes, are amended to read:

334 723.059 Rights of purchaser.-

335 (3) The purchaser of a mobile home who becomes a resident
336 of the mobile home park in accordance with this section has the
337 right to assume the remainder of the term of any rental
338 agreement then in effect between the mobile home park owner and
339 the seller and shall be entitled to rely on the terms and
340 conditions of the prospectus ~~or offering circular~~ as delivered
341 to the initial recipient.

342 (4) However, this section does not ~~nothing herein shall be~~
343 ~~construed to~~ prohibit a mobile home park owner from increasing
344 the rental amount to be paid by the purchaser upon the
345 expiration of the assumed rental agreement in an amount deemed
346 appropriate by the mobile home park owner, as ~~so~~ long as such
347 increase is disclosed to the purchaser before ~~prior to~~ his or
348 her occupancy and is imposed in a manner consistent with the

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349 initial ~~offering circular or~~ prospectus and this chapter act.

350 Section 10. Subsection (2) of section 723.061, Florida
351 Statutes, is amended to read:

352 723.061 Eviction; grounds, proceedings.—

353 (2) In the event of eviction for a change in use of the
354 land, homeowners must object to the change in use by petitioning
355 for administrative or judicial remedies within 90 days after the
356 date of the notice or they will be barred from taking any
357 subsequent action to contest the change in use. In the event of
358 a mandatory eviction for a change in use of the land, the park
359 owner shall provide evidence of suitable, affordable, and
360 comparable mobile home park accommodations for displaced mobile
361 home park residents before governmental approval of such change
362 in use. This subsection does not prevent any homeowner from
363 objecting to a zoning change at any time.

364 Section 11. Subsection (1) of section 73.072, Florida
365 Statutes, is amended to read:

366 73.072 Mobile home parks; compensation for permanent
367 improvements by mobile home owners.—

368 (1) If ~~When~~ all or a portion of a mobile home park as
369 defined in s. 723.003~~(6)~~ is appropriated under this chapter, the
370 condemning authority shall separately determine the compensation
371 for any permanent improvements made to each site. This
372 compensation shall be awarded to the mobile home owner leasing
373 the site if:

374 (a) The effect of the taking includes a requirement that
375 the mobile home owner remove or relocate his or her mobile home
376 from the site;

377 (b) The mobile home owner currently leasing the site has

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378 paid for the permanent improvements to the site; and

379 (c) The value of the permanent improvements on the site
380 exceeds \$1,000 as of the date of taking.

381 Section 12. Paragraph (b) of subsection (5) of section
382 723.031, Florida Statutes, is amended to read:

383 723.031 Mobile home lot rental agreements.—

384 (5) The rental agreement shall contain the lot rental
385 amount and services included. An increase in lot rental amount
386 upon expiration of the term of the lot rental agreement shall be
387 in accordance with ss. 723.033 and 723.037 or s. 723.059(4),
388 whichever is applicable, provided that, pursuant to s.
389 723.059(4), the amount of the lot rental increase is disclosed
390 and agreed to by the purchaser, in writing. An increase in lot
391 rental amount shall not be arbitrary or discriminatory between
392 similarly situated tenants in the park. No lot rental amount may
393 be increased during the term of the lot rental agreement,
394 except:

395 (b) For pass-through charges ~~as defined in s. 723.003(10)~~.

396 Section 13. This act shall take effect July 1, 2014.