

1 A bill to be entitled

2 An act relating to mobile home park lot tenancies;  
3 amending s. 723.003, F.S.; defining the term  
4 "amenity"; amending s. 723.012, F.S.; revising the  
5 requirements of a prospectus or offering circular to  
6 include an additional statement on the front cover or  
7 the first page after a specified date; amending s.  
8 723.037, F.S.; requiring a park owner to give written  
9 notice before reducing amenities; providing that a  
10 homeowners' association does not have standing to  
11 challenge a reduction in amenities unless agreed to by  
12 a majority of the homeowners; expanding the notice to  
13 include certain information if amenities are reduced;  
14 adding the requirement for a meeting within 30 days  
15 after receipt of the notice that an amenity is  
16 reduced; clarifying that the committee required to be  
17 designated under certain circumstances may not exceed  
18 five mobile home owners; requiring the disclosure of  
19 material factors that resulted in the reduction of  
20 amenities; amending s. 723.061, F.S.; providing  
21 circumstances under which a mobile home park owner may  
22 evict a mobile home owner, a mobile home tenant, a  
23 mobile home occupant, or a mobile home due to a change  
24 of use or rezoning; amending s. 723.071, F.S.;  
25 increasing the number of days available for mobile  
26 home owners to purchase the park; repealing s.

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

27 723.075(3), F.S., relating to a homeowner of a  
 28 concrete block home in a mobile home park being a part  
 29 of the homeowners' association; amending ss. 73.072  
 30 and 723.031, F.S.; conforming cross-references to  
 31 changes made by the act; providing an effective date.  
 32

33 Be It Enacted by the Legislature of the State of Florida:  
 34

35 Section 1. Section 723.003, Florida Statutes, is reordered  
 36 and amended to read:

37 723.003 Definitions.—As used in this chapter, the term ~~the~~  
 38 ~~following words and terms have the following meanings unless~~  
 39 ~~clearly indicated otherwise:~~

40 (1) "Amenity" means a tangible or intangible benefit  
 41 offered by a park owner to a home owner, including onsite  
 42 recreational facilities and planned programs, services,  
 43 activities, and maintenance.

44 (3)~~(1)~~ ~~The term~~ "Division" means the Division of Florida  
 45 Condominiums, Timeshares, and Mobile Homes of the Department of  
 46 Business and Professional Regulation.

47 (4)~~(2)~~ ~~The term~~ "Lot rental amount" means all financial  
 48 obligations, except user fees, which are required as a condition  
 49 of the tenancy.

50 (5)~~(3)~~ ~~The term~~ "Mobile home" means a residential  
 51 structure, transportable in one or more sections, which is 8  
 52 body feet or more in width, over 35 body feet in length with the

53 hitch, built on an integral chassis, designed to be used as a  
54 dwelling when connected to the required utilities, and not  
55 originally sold as a recreational vehicle, and includes the  
56 plumbing, heating, air-conditioning, and electrical systems  
57 contained therein.

58 (6)~~(4)~~ ~~The term~~ "Mobile home lot rental agreement" or  
59 "rental agreement" means a ~~any~~ mutual understanding or lease,  
60 whether oral or written, between a mobile home owner and a  
61 mobile home park owner in which the mobile home owner is  
62 entitled to place his or her mobile home on a mobile home lot  
63 for ~~either~~ direct or indirect remuneration of the mobile home  
64 park owner.

65 (7)~~(5)~~ ~~The term~~ "Mobile home owner" or "home owner" means  
66 a person who owns a mobile home and rents or leases a lot within  
67 a mobile home park for residential use.

68 (8)~~(6)~~ ~~The term~~ "Mobile home park" or "park" means a use  
69 of land in which lots or spaces are offered for rent or lease  
70 for the placement of mobile homes and in which the primary use  
71 of the park is residential.

72 (9)~~(7)~~ ~~The term~~ "Mobile home park owner" or "park owner"  
73 means an owner or operator of a mobile home park.

74 (10)~~(8)~~ ~~The term~~ "Mobile home subdivision" means a  
75 subdivision of mobile homes where individual lots are owned by  
76 owners and where a portion of the subdivision or the amenities  
77 exclusively serving the subdivision are retained by the  
78 subdivision developer.

79        (11)~~(9)~~ ~~The term~~ "Operator of a mobile home park" means  
 80 either a person who establishes a mobile home park on land which  
 81 is leased from another person or a person who has been delegated  
 82 the authority to act as the park owner in matters relating to  
 83 the administration and management of the mobile home park,  
 84 including, but not limited to, authority to make decisions  
 85 relating to the mobile home park.

86        (12)~~(10)~~ ~~The term~~ "Pass-through charge" means the mobile  
 87 home owner's proportionate share of the necessary and actual  
 88 direct costs and impact or hookup fees for a governmentally  
 89 mandated capital improvement, which may include the necessary  
 90 and actual direct costs and impact or hookup fees incurred for  
 91 capital improvements required for public or private regulated  
 92 utilities.

93        (13)~~(11)~~ ~~The term~~ "Proportionate share" ~~as used in~~  
 94 ~~subsection (10)~~ means an amount calculated by dividing equally  
 95 among the affected developed lots in the park the total costs  
 96 for the necessary and actual direct costs and impact or hookup  
 97 fees incurred for governmentally mandated capital improvements  
 98 serving the recreational and common areas and all affected  
 99 developed lots in the park.

100        (15)~~(12)~~ ~~The term~~ "Unreasonable" means arbitrary,  
 101 capricious, or inconsistent with this chapter.

102        (16)~~(13)~~ ~~The term~~ "User fees" means those amounts charged  
 103 in addition to the lot rental amount for nonessential optional  
 104 services provided by or through the park owner to the mobile

105 home owner under a separate written agreement between the mobile  
 106 home owner and the person furnishing the optional service or  
 107 services.

108 (2)~~(14)~~ ~~The term~~ "Discrimination" or "discriminatory"  
 109 means that a homeowner is being treated differently as to the  
 110 rent charged, the services rendered, or an action for possession  
 111 or other civil action being taken by the park owner, without a  
 112 reasonable basis for the different treatment.

113 (14)~~(15)~~ ~~The term~~ "Resale agreement" means a contract in  
 114 which a mobile home owner authorizes the mobile home park owner,  
 115 or the park owner's designee, to act as exclusive agent for the  
 116 sale of the homeowner's mobile home for a commission or fee.

117 Section 2. Paragraph (b) of subsection (1) of section  
 118 723.012, Florida Statutes, is amended to read:

119 723.012 Prospectus or offering circular.—The prospectus or  
 120 offering circular, which is required to be provided by s.

121 723.011, must contain the following information:

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

123 (b) The following statements in conspicuous type:

124 1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION  
 125 REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN  
 126 LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE  
 127 DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS  
 128 REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

129 2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN  
 130 NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL

131 EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

132 3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS  
 133 CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR  
 134 OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS  
 135 EXHIBITS FOR CORRECT REPRESENTATIONS.

136 4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE  
 137 LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A  
 138 PERIOD OF 15 DAYS.

139 5. UPON A CHANGE IN USE OF THE LAND, YOU MAY BE EVICTED  
 140 AND ORDERED TO MOVE YOUR MOBILE HOME WITHIN 6 MONTHS, OR ABANDON  
 141 YOUR MOBILE HOME IF THE HOME CANNOT BE RELOCATED. YOU MAY BE  
 142 ELIGIBLE FOR ASSISTANCE TO RELOCATE PURSUANT TO SECTIONS 723.061  
 143 AND 723.0612, FLORIDA STATUTES.

144  
 145 Beginning July 1, 2014, the language required in subparagraph 5.  
 146 must be included in each new prospectus delivered by the park  
 147 owner to a prospective lessee.

148 Section 3. Section 723.037, Florida Statutes, is amended  
 149 to read:

150 723.037 Lot rental increases; reduction in services, ~~or~~  
 151 utilities, or amenities; change in rules and regulations;  
 152 mediation.—

153 (1) A park owner shall give written notice to each  
 154 affected mobile home owner and the board of directors of the  
 155 homeowners' association, if one has been formed, at least 90  
 156 days before an ~~prior to any~~ increase in lot rental amount; a ~~or~~

157 reduction in services, ~~or~~ utilities, or amenities provided by  
 158 the park owner; or a change in rules and regulations. The notice  
 159 must ~~shall~~ identify all other affected homeowners, ~~which may be~~  
 160 by lot number, name, group, or phase. If the affected homeowners  
 161 are not identified by name, the park owner shall make the names  
 162 and addresses available upon request. Rules adopted as a result  
 163 of restrictions imposed by governmental entities and required to  
 164 protect the public health, safety, and welfare may be enforced  
 165 before ~~prior to~~ the expiration of the 90-day period but are not  
 166 otherwise exempt from ~~the requirements of~~ this chapter. Pass-  
 167 through charges must be separately listed as to the amount of  
 168 the charge, the name of the governmental entity mandating the  
 169 capital improvement, and the nature or type of the pass-through  
 170 charge being levied. A notice ~~Notices~~ of increase in the lot  
 171 rental amount due to a pass-through charge must ~~shall~~ state the  
 172 additional payment and starting and ending dates of each pass-  
 173 through charge. The homeowners' association does not ~~shall~~ have  
 174 ~~no~~ standing to challenge the increase in lot rental amount; ~~r~~  
 175 reduction in services, ~~or~~ utilities, or amenities; or change of  
 176 rules and regulations unless a majority of the affected  
 177 homeowners agree, in writing, to such representation.

178 (2) ~~Notice as required by this section shall,~~ In addition  
 179 to the information required in subsection (1), the notice  
 180 required under this section is only ~~be~~ required to include the  
 181 dollar amount of the relevant portions of the present lot rental  
 182 amount that are being increased and the dollar amount of the

183 proposed increases in lot rental amount if there is an increase  
184 in the lot rental amount; a,~~the~~ reduction in services, ~~or~~  
185 utilities, or amenities; or a ~~the~~ change in rules and  
186 regulations and its ~~the~~ effective date ~~thereof~~.

187 (3) The park owner shall file annually with the division a  
188 copy of any notice of a lot rental amount increase. The notice  
189 shall be filed by ~~on or before~~ January 1 of each year for any  
190 notice given during the preceding year. If the actual increase  
191 is an amount less than the proposed amount stated in the notice,  
192 the park owner shall notify the division of the actual amount of  
193 the increase within 30 days after ~~of~~ the effective date of the  
194 increase or at the time of filing, whichever is later.

195 (4) (a) A committee, not to exceed five mobile home owners  
196 ~~in number~~, designated by a majority of the affected mobile home  
197 owners or by the board of directors of the homeowners'  
198 association, if applicable, and the park owner shall meet~~r~~ at a  
199 mutually convenient time and place within 30 days after receipt  
200 by the homeowners of the notice of change~~r~~ to discuss the  
201 reasons for the increase in lot rental amount;~~r~~ reduction in  
202 services, ~~or~~ utilities, or amenities; or change in rules and  
203 regulations.

204 (b)1. At the meeting, the park owner or subdivision  
205 developer shall in good faith disclose and explain all material  
206 factors resulting in the decision to increase the lot rental  
207 amount;~~r~~ reduce services, ~~or~~ utilities, or amenities; or change  
208 rules and regulations, including how those factors justify the



209 specific change proposed. The park owner or subdivision  
210 developer may not limit the discussion of the reasons for the  
211 change to generalities only, such as, but not limited to,  
212 increases in operational costs, changes in economic conditions,  
213 or rents charged by comparable mobile home parks. For example,  
214 if the reason for an increase in lot rental amount is an  
215 increase in operational costs, the park owner must disclose the  
216 item or items which have increased, the amount of the increase,  
217 any similar item or items which have decreased, and the amount  
218 of the decrease. If an increase is based upon the lot rental  
219 amount charged by comparable mobile home parks, the park owner  
220 shall disclose, and provide in writing to the committee at or  
221 before the meeting, the name, address, lot rental amount, and  
222 any other relevant factors relied upon by the park owner, such  
223 as facilities, services, and amenities, concerning the  
224 comparable mobile home parks. The information concerning  
225 comparable mobile home parks to be exchanged by the parties is  
226 to encourage a dialogue concerning the reasons used by the park  
227 owner for the increase in lot rental amount and to encourage the  
228 home owners to evaluate and discuss the reasons for those  
229 changes with the park owner. The park owner shall prepare a  
230 written summary of the material factors and retain a copy for 3  
231 years. The park owner shall provide the committee a copy of the  
232 summary at or before the meeting.

233 2. The park owner may ~~shall~~ not limit the comparable  
234 mobile home park disclosure to those mobile home parks that are

235 owned or operated by the same owner or operator as the subject  
236 park, except in certain circumstances, which include, but are  
237 not limited to:

238 a. That the market area for comparable mobile home parks  
239 includes mobile home parks owned or operated by the same entity  
240 that have similar facilities, services, and amenities;

241 b. That the subject mobile home park has unique attributes  
242 that are shared with similar mobile home parks;

243 c. That the mobile home park is located in a geographic or  
244 market area that contains few comparable mobile home parks; or

245 d. That there are similar considerations or factors that  
246 would be considered in such a market analysis by a competent  
247 professional and would be considered in determining the  
248 valuation of the market rent.

249 (c) If the committee disagrees with a park owner's lot  
250 rental amount increase based upon comparable mobile home parks,  
251 the committee shall disclose to the park owner the name,  
252 address, lot rental amount, and any other relevant factors  
253 relied upon by the committee, such as facilities, services, and  
254 amenities, concerning the comparable mobile home parks. The  
255 committee shall provide to the park owner the disclosure, in  
256 writing, within 15 days after the meeting with the park owner,  
257 together with a request for a second meeting. The park owner  
258 shall meet with the committee at a mutually convenient time and  
259 place within 30 days after receipt by the park owner of the  
260 request from the committee to discuss the disclosure provided by

261 the committee. At the second meeting, the park owner may take  
 262 into account the information on comparable parks provided by the  
 263 committee, may supplement the information provided to the  
 264 committee at the first meeting, and may modify his or her  
 265 position, but the park owner may not change the information  
 266 provided to the committee at the first meeting.

267 (d) The committee and the park owner may mutually agree,  
 268 in writing, to extend or continue any meetings required by this  
 269 section.

270 (e) Either party may prepare and use additional  
 271 information to support its position during or subsequent to the  
 272 meetings required by this section.

273  
 274 This subsection is not intended to be enforced by civil or  
 275 administrative action. Rather, the meetings and discussions are  
 276 intended to be in the nature of settlement discussions before  
 277 ~~prior to~~ the parties proceed ~~proceeding~~ to mediation of any  
 278 dispute.

279 (5) (a) Within 30 days after the date of the last scheduled  
 280 meeting described in subsection (4), the homeowners may petition  
 281 the division to initiate mediation of the dispute pursuant to s.  
 282 723.038 if a majority of the affected homeowners have  
 283 designated, in writing, that:

- 284 1. The rental increase is unreasonable;
- 285 2. The rental increase has made the lot rental amount  
 286 unreasonable;

287           3. The decrease in services or utilities is not  
 288 accompanied by a corresponding decrease in rent or is otherwise  
 289 unreasonable; or

290           4. The change in the rules and regulations is  
 291 unreasonable.

292           (b) A park owner, within the same time period, may also  
 293 petition the division to initiate mediation of the dispute.

294           (c) When a dispute involves a rental increase for  
 295 different home owners and there are different rates or different  
 296 rental terms for those home owners, all such rent increases in a  
 297 calendar year for one mobile home park may be considered in one  
 298 mediation proceeding.

299           (d) At mediation, the park owner and the homeowners  
 300 committee may supplement the information provided to each other  
 301 at the meetings described in subsection (4) and may modify their  
 302 position, but they may not change the information provided to  
 303 each other at the first and second meetings.

304  
 305 The purpose of this subsection is to encourage discussion and  
 306 evaluation by the parties of the comparable mobile home parks in  
 307 the competitive market area. The requirements of this subsection  
 308 are not intended to be enforced by civil or administrative  
 309 action. Rather, the meetings and discussions are intended to be  
 310 in the nature of settlement discussions before ~~prior to~~ the  
 311 parties proceed ~~proceeding~~ to litigation of any dispute.

312           (6) If a party requests mediation and the opposing party

313 refuses to agree to mediate upon proper request, the party  
 314 refusing to mediate is ~~shall~~ not be entitled to attorney  
 315 ~~attorney's~~ fees in any action relating to a dispute described in  
 316 this section.

317 Section 4. Paragraph (d) of subsection (1) of section  
 318 723.061, Florida Statutes, is amended to read:

319 723.061 Eviction; grounds, proceedings.—

320 (1) A mobile home park owner may evict a mobile home  
 321 owner, a mobile home tenant, a mobile home occupant, or a mobile  
 322 home only on one or more of the following grounds:

323 (d) Change in use of the land comprising the mobile home  
 324 park, or the portion thereof from which mobile homes are to be  
 325 evicted, from mobile home lot rentals to some other use, if:

326 1. The park owner gives written notice to the homeowners'  
 327 association formed and operating under ss. 723.075-723.079 of  
 328 its right to purchase the mobile home park, if the land  
 329 comprising the mobile home park is changing use from mobile home  
 330 lot rentals to a different use, at the price and under the terms  
 331 and conditions ~~set forth~~ in the written notice.

332 a. The notice shall be delivered to the officers of the  
 333 homeowners' association by United States mail. Within 90 ~~45~~ days  
 334 after the date of mailing of the notice, the homeowners'  
 335 association may execute and deliver a contract to the park owner  
 336 to purchase the mobile home park at the price and under the  
 337 terms and conditions ~~set forth~~ in the notice. If the contract  
 338 between the park owner and the homeowners' association is not

339 executed and delivered to the park owner within the 90-day ~~45-~~  
340 ~~day~~ period, the park owner is under no further obligation to the  
341 homeowners' association except as provided in sub-subparagraph  
342 b.

343 b. If the park owner elects to offer or sell the mobile  
344 home park at a price lower than the price specified in her or  
345 his initial notice to the officers of the homeowners'  
346 association, the homeowners' association has an additional 10  
347 days to meet the revised price, terms, and conditions of the  
348 park owner by executing and delivering a revised contract to the  
349 park owner.

350 c. The park owner is not obligated under this subparagraph  
351 or s. 723.071 to give any other notice to, or to further  
352 negotiate with, the homeowners' association for the sale of the  
353 mobile home park to the homeowners' association after 6 months  
354 after the date of the mailing of the initial notice under sub-  
355 subparagraph a.

356 2. The park owner has applied to the local government for  
357 change of use or rezoning and gives the affected mobile home  
358 owners and tenants at least 6 months' notice of the eviction due  
359 to the projected change in use and of their need to secure other  
360 accommodations.

361 a. The notice of eviction due to a change in use of the  
362 land must include in a font no smaller than the body of the  
363 notice the following statement:  
364

365 YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA  
 366 MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE  
 367 FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC).  
 368 FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE  
 369 FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL  
 370 REGULATION.

371  
 372 b. The park owner may not give a notice of increase in lot  
 373 rental amount within 90 days before giving notice of a change in  
 374 use or within 6 months after the eviction notice.

375 c. The park owner shall attach a relocation plan to the  
 376 application to the local government for change of use or  
 377 rezoning. Such plan must indicate monetarily comparable,  
 378 suitable, and available facilities for displaced residents. The  
 379 application and the attached plan must be provided to the park's  
 380 homeowners' association with the eviction notice.

381 Section 5. Paragraph (b) of subsection (1) of section  
 382 723.071, Florida Statutes, is amended to read:

383 723.071 Sale of mobile home parks.—

384 (1)

385 (b) The mobile home owners, by and through the association  
 386 defined in s. 723.075, ~~shall~~ have the right to purchase the park  
 387 if, provided the home owners meet the price and terms and  
 388 conditions of the mobile home park owner by executing a contract  
 389 with the park owner within 90 ~~45~~ days after, ~~unless agreed to~~  
 390 ~~otherwise, from~~ the date of mailing of the notice, unless

391 another timeframe is agreed upon, and if ~~provided~~ they have  
 392 complied with ss. 723.075-723.079. If a contract between the  
 393 park owner and the association is not executed within such 90-  
 394 day ~~45-day~~ period, ~~then,~~ unless the park owner thereafter elects  
 395 to offer the park at a price lower than the price specified in  
 396 her or his notice to the officers of the homeowners'  
 397 association, the park owner has no further obligations under  
 398 this subsection, and her or his only obligation is ~~shall be~~ as  
 399 described set forth in subsection (2).

400 Section 6. Subsection (3) of section 723.075, Florida  
 401 Statutes, is repealed.

402 Section 7. Subsection (1) of section 73.072, Florida  
 403 Statutes, is amended to read:

404 73.072 Mobile home parks; compensation for permanent  
 405 improvements by mobile home owners.-

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

412 (a) The effect of the taking includes a requirement that  
 413 the mobile home owner remove or relocate his or her mobile home  
 414 from the site;

415 (b) The mobile home owner currently leasing the site has  
 416 paid for the permanent improvements to the site; and



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

419 Section 8. Paragraph (b) of subsection (5) of section  
 420 723.031, Florida Statutes, is amended to read:

421 723.031 Mobile home lot rental agreements.—

422 (5) The rental agreement shall contain the lot rental  
 423 amount and services included. An increase in lot rental amount  
 424 upon expiration of the term of the lot rental agreement shall be  
 425 in accordance with ss. 723.033 and 723.037 or s. 723.059(4),  
 426 whichever is applicable, provided that, pursuant to s.  
 427 723.059(4), the amount of the lot rental increase is disclosed  
 428 and agreed to by the purchaser, in writing. An increase in lot  
 429 rental amount shall not be arbitrary or discriminatory between  
 430 similarly situated tenants in the park. No lot rental amount may  
 431 be increased during the term of the lot rental agreement,  
 432 except:

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

434 Section 9. This act shall take effect July 1, 2014.