

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 authorizing such amendment; amending s.
9 723.011, F.S.; removing the use of an offering
10 circular; amending s. 723.012, F.S.; removing the use
11 of an offering circular; requiring that additional
12 information be provided in the prospectus which
13 advises the mobile home owner of consequences if the
14 land use is changed; amending s. 723.014, F.S.;
15 removing the use of an offering circular; amending s.
16 723.032, F.S.; requiring the division to enforce
17 certain rental agreement provisions; amending ss.
18 723.035, 723.041, and 723.059, F.S.; removing the use
19 of an offering circular; amending s. 723.061, F.S.;
20 requiring a park owner to provide certain information
21 to residents who are displaced as a result of a
22 mandatory eviction due to a change in use of the land;
23 amending s. 723.0612, F.S.; providing that approval of
24 a change in use of the land is not dependent on a park
25 owner's providing certain information to residents who
26 are displaced as a result of a mandatory eviction due

27 to such change in use; amending ss. 73.072 and
 28 723.031, F.S.; conforming cross-references to changes
 29 made by the act; providing an effective date.

30
 31 Be It Enacted by the Legislature of the State of Florida:

32
 33 Section 1. Section 723.003, Florida Statutes, is reordered
 34 and amended to read:

35 723.003 Definitions.—As used in this chapter, the term
 36 ~~following words and terms have the following meanings unless~~
 37 ~~clearly indicated otherwise:~~

38 (2)~~(1)~~ ~~The term~~ "Division" means the Division of Florida
 39 Condominiums, Timeshares, and Mobile Homes of the Department of
 40 Business and Professional Regulation.

41 (3)~~(2)~~ ~~The term~~ "Lot rental amount" means all financial
 42 obligations, except user fees, which are required as a condition
 43 of the tenancy.

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

52 (5)~~(4)~~ ~~The term~~ "Mobile home lot rental agreement" or

53 "rental agreement" means a ~~any~~ mutual understanding or lease,
54 whether oral or written, between a mobile home owner and a
55 mobile home park owner in which the mobile home owner is
56 entitled to place his or her mobile home on a mobile home lot
57 for ~~either~~ direct or indirect remuneration of the mobile home
58 park owner.

59 (6)~~(5)~~ ~~The term~~ "Mobile home owner" or "home owner" means
60 a person who owns a mobile home and rents or leases a lot within
61 a mobile home park for residential use.

62 (7)~~(6)~~ ~~The term~~ "Mobile home park" or "park" means a use
63 of land in which lots or spaces are offered for rent or lease
64 for the placement of mobile homes and in which the primary use
65 of the park is residential.

66 (8)~~(7)~~ ~~The term~~ "Mobile home park owner" or "park owner"
67 means an owner or operator of a mobile home park.

68 (9)~~(8)~~ ~~The term~~ "Mobile home subdivision" means a
69 subdivision of mobile homes where individual lots are owned by
70 owners and where a portion of the subdivision or the amenities
71 exclusively serving the subdivision are retained by the
72 subdivision developer.

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

79 relating to the mobile home park.

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

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

94 (13) "Prospectus" means a disclosure document provided to
 95 a prospective mobile home owner regarding his or her legal
 96 rights and financial obligations in leasing a mobile home lot.

97 (15)~~(12)~~ ~~The term~~ "Unreasonable" means arbitrary,
 98 capricious, or inconsistent with this chapter.

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

105 ~~(1)-(14)~~ The term "Discrimination" or "discriminatory"
 106 means that a homeowner is being treated differently as to the
 107 rent charged, the services rendered, or an action for possession
 108 or other civil action being taken by the park owner, without a
 109 reasonable basis for the different treatment.

110 ~~(14)-(15)~~ The term "Resale agreement" means a contract in
 111 which a mobile home owner authorizes the mobile home park owner,
 112 or the park owner's designee, to act as exclusive agent for the
 113 sale of the homeowner's mobile home for a commission or fee.

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

116 723.006 Powers and duties of division.—In performing its
 117 duties, the division has the following powers and duties:

118 (8) The division may ~~has the authority~~ by rule ~~to~~
 119 authorize amendments ~~permitted by this chapter~~ to an approved
 120 prospectus which are permitted by this chapter ~~or offering~~
 121 ~~circular~~. Before authorizing an amendment to an approved
 122 prospectus, the division shall provide notice to the homeowners'
 123 association of each proposed amendment in order to solicit
 124 feedback.

125 Section 3. Paragraph (b) of subsection (1) and subsections
 126 (2), (3), and (4) of section 723.011, Florida Statutes, are
 127 amended to read:

128 723.011 Disclosure prior to rental of a mobile home lot;
 129 prospectus, filing, approval.—

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

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

150 (3) The prospectus ~~or offering circular~~ together with its
151 exhibits is a disclosure document intended to afford protection
152 to homeowners and prospective homeowners in the mobile home
153 park. The purpose of the document is to disclose the
154 representations of the mobile home park owner concerning the
155 operations of the mobile home park.

156 (4) With regard to a tenancy in existence on the effective

157 date of this chapter, the prospectus ~~or offering circular~~
 158 offered by the mobile home park owner shall contain the same
 159 terms and conditions as rental agreements offered to all other
 160 mobile home owners residing in the park on the effective date of
 161 this act, excepting only rent variations based upon lot location
 162 and size, and shall not require any mobile home owner to install
 163 any permanent improvements.

164 Section 4. Section 723.012, Florida Statutes, is amended
 165 to read:

166 723.012 Prospectus ~~or offering circular~~.—The prospectus ~~or~~
 167 ~~offering circular, which is~~ required under ~~to be provided by s.~~
 168 723.011, must contain the following information:

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

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

171 (b) The following statements in conspicuous type:

172 1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION
 173 REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN
 174 LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE
 175 DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS
 176 REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

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

180 3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS
 181 CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR
 182 OPERATOR. REFER TO THIS PROSPECTUS ~~(OFFERING CIRCULAR)~~ AND ITS

183 EXHIBITS FOR CORRECT REPRESENTATIONS.

184 4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE
 185 LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A
 186 PERIOD OF 15 DAYS.

187 5. PURSUANT TO SECTION 723.061(1)(d)2., FLORIDA STATUTES,
 188 UPON A CHANGE OF LAND USE, YOU MAY BE EVICTED AND ORDERED, BY A
 189 DATE NO SOONER THAN 6 MONTHS AFTER YOUR RECEIPT OF THE NOTICE OF
 190 EVICTION, TO MOVE OR FORFEIT YOUR MOBILE HOME.

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

194 (3) A separate index of the contents and exhibits of the
 195 prospectus.

196 (4) Beginning on the first page of the text, the following
 197 information:

198 (a) The name and address or location of the mobile home
 199 park.

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

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

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

207 2. The maximum number of lots that will use shared
 208 facilities of the park; and, if the maximum number of lots will

209 vary, a description of the basis for variation.

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

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

216 (b) Each swimming pool, as to its general location,
 217 approximate size and depths, and approximate deck size and
 218 capacity and whether heated.

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

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

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

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

227 (6) The arrangements for management of the park and
 228 maintenance and operation of the park property and of other
 229 property that will serve the mobile home owners and the nature
 230 of the services included.

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

234 (8) The manner in which utility and other services,

235 including, but not limited to, sewage and waste disposal, cable
 236 television, water supply, and storm drainage, will be provided,
 237 and the person or entity furnishing them. The services and the
 238 lot rental amount or user fees charged by the park owner for the
 239 services provided by the park owner shall also be disclosed.

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

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

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

- 246 1. Water rates.
- 247 2. Sewer rates.
- 248 3. Waste disposal rates.
- 249 4. Maintenance costs, including costs of deferred
 250 maintenance.
- 251 5. Management costs.
- 252 6. Property taxes.
- 253 7. Major repairs or improvements.
- 254 8. Any other fees, costs, entrance fees, or charges to
 255 which the mobile home owner may be subjected.

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

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

261 (11) The park rules and regulations and an explanation of
 262 the manner in which park rules or regulations will be set,
 263 changed, or promulgated.

264 (12) A statement describing the existing zoning
 265 classification of the park property and permitted uses under
 266 such classification.

267 (13) A statement of the nature and type of zoning under
 268 which the mobile home park operates, the name of the zoning
 269 authority which has jurisdiction over the land comprising the
 270 mobile home park, and, if applicable, a detailed description of
 271 any definite future plans which the park owner has for changes
 272 in the use of the land comprising the mobile home park.

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

275 (a) The ground lease or other underlying leases of the
 276 mobile home park or a summary of the contents of the lease or
 277 leases when copies of the same have been filed with the
 278 division.

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

281 (c) All covenants and restrictions and zoning which will
 282 affect the use of the property and which are not contained in
 283 the foregoing.

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

286 Section 5. Section 723.014, Florida Statutes, is amended

287 to read:

288 723.014 Failure to provide prospectus before ~~or offering~~
 289 ~~circular prior to~~ occupancy.-

290 (1) If a prospectus ~~or offering circular~~ was not provided
 291 to the prospective lessee before ~~prior to~~ execution of the lot
 292 rental agreement or before ~~prior to~~ initial occupancy of a new
 293 mobile home, the rental agreement is voidable by the lessee
 294 until 15 days after the receipt by the lessee of the prospectus
 295 ~~or offering circular~~ and all exhibits thereto.

296 (2) To cancel the rental agreement, the mobile home owner
 297 shall deliver written notice to the park owner within 15 days
 298 after receipt of the prospectus ~~or offering circular~~ and shall
 299 thereupon be entitled to a refund of any deposit together with
 300 relocation costs for the mobile home, or the market value
 301 thereof including any appurtenances thereto paid for by the
 302 mobile home owner, from the park owner.

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

305 723.032 Prohibited or unenforceable provisions in mobile
 306 home lot rental agreements.-

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

312 Section 7. Subsection (2) of section 723.035, Florida

313 Statutes, is amended to read:

314 723.035 Rules and regulations.—

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

321 Section 8. Paragraph (a) of subsection (1) of section
 322 723.041, Florida Statutes, is amended to read:

323 723.041 Entrance fees; refunds; exit fees prohibited;
 324 replacement homes.—

325 (1) (a) Entrance fees on new mobile home placements shall
 326 be specifically set forth in the prospectus ~~or offering~~
 327 ~~circular~~. Any such fee shall be clearly identified in writing at
 328 the time that the rental agreement is signed or otherwise
 329 concluded.

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

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

341 723.059 Rights of purchaser.—

342 (3) The purchaser of a mobile home who becomes a resident
 343 of the mobile home park in accordance with this section has the
 344 right to assume the remainder of the term of any rental
 345 agreement then in effect between the mobile home park owner and
 346 the seller and shall be entitled to rely on the terms and
 347 conditions of the prospectus ~~or offering circular~~ as delivered
 348 to the initial recipient.

349 (4) However, this section does not ~~nothing herein shall be~~
 350 ~~construed to~~ prohibit a mobile home park owner from increasing
 351 the rental amount to be paid by the purchaser upon the
 352 expiration of the assumed rental agreement in an amount deemed
 353 appropriate by the mobile home park owner, as ~~so~~ long as such
 354 increase is disclosed to the purchaser before ~~prior to~~ his or
 355 her occupancy and is imposed in a manner consistent with the
 356 initial ~~offering circular or~~ prospectus and this chapter act.

357 Section 10. Subsection (2) of section 723.061, Florida
 358 Statutes, is amended, subsection (4) of that section is
 359 renumbered as subsection (5), and a new subsection (4) is added
 360 to that section, to read:

361 723.061 Eviction; grounds, proceedings.—

362 (2) In the event of eviction for a change in use of the
 363 land, homeowners must object to the change in use by petitioning
 364 for administrative or judicial remedies within 90 days after the

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365 date of the notice or they will be barred from taking any
366 subsequent action to contest the change in use. This subsection
367 does not prevent any homeowner from objecting to a zoning change
368 at any time.

369 (4) In the event of a mandatory eviction for a change in
370 use of the land, the park owner shall provide evidence that
371 suitable, affordable, and comparable mobile home park
372 accommodations exist elsewhere locally for displaced mobile home
373 park residents before governmental approval of such change in
374 use.

375 Section 11. Subsection (13) is added to section 723.0612,
376 Florida Statutes, to read:

377 723.0612 Change in use; relocation expenses; payments by
378 park owner.—

379 (13) In the event of a mandatory eviction for a change in
380 use of the land, approval of such change in use is not dependent
381 upon the park owner's providing evidence of suitable,
382 affordable, and comparable mobile home park accommodations
383 locally for displaced mobile home park residents.

384 Section 12. Subsection (1) of section 73.072, Florida
385 Statutes, is amended to read:

386 73.072 Mobile home parks; compensation for permanent
387 improvements by mobile home owners.—

388 (1) If ~~When~~ all or a portion of a mobile home park as
389 defined in s. 723.003~~(6)~~ is appropriated under this chapter, the
390 condemning authority shall separately determine the compensation

391 for any permanent improvements made to each site. This
 392 compensation shall be awarded to the mobile home owner leasing
 393 the site if:

394 (a) The effect of the taking includes a requirement that
 395 the mobile home owner remove or relocate his or her mobile home
 396 from the site;

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

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

401 Section 13. Paragraph (b) of subsection (5) of section
 402 723.031, Florida Statutes, is amended to read:

403 723.031 Mobile home lot rental agreements.—

404 (5) The rental agreement shall contain the lot rental
 405 amount and services included. An increase in lot rental amount
 406 upon expiration of the term of the lot rental agreement shall be
 407 in accordance with ss. 723.033 and 723.037 or s. 723.059(4),
 408 whichever is applicable, provided that, pursuant to s.

409 723.059(4), the amount of the lot rental increase is disclosed
 410 and agreed to by the purchaser, in writing. An increase in lot
 411 rental amount shall not be arbitrary or discriminatory between
 412 similarly situated tenants in the park. No lot rental amount may
 413 be increased during the term of the lot rental agreement,
 414 except:

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

416 Section 14. This act shall take effect July 1, 2015.