

MOBILE HOMEOWNERS' RIGHTS



Under The Florida Mobile
Home Landlord and Tenant Act

**With our special thanks to
LAURA WORTZEL
for
all of the artwork in this pamphlet**

INTRODUCTION

The purpose of this pamphlet is to alert you to some of the rights under the Florida Mobile Home Act. The information it contains is of a general nature. It is not intended to serve as a substitute for legal advice. Since every set of facts is different, no pamphlet could precisely cover every situation. If you ever suspect that your rights under the Act have been jeopardized, you should see an attorney.

The Act was enacted to protect mobile home owners against owners of mobile home parks.

Unfortunately, most mobile home owners are not aware of their legal rights under the Act. We have discussed these rights by using a question and answer format, and have tried to deal with the likely problems that a mobile home owner would face.

We wish to thank all of our clients who have come to us with their problems concerning mobile home parks. We also wish to thank the Federation of Mobile Home Owners of Florida, Inc. for suggestions as to the types of problems faced by mobile home owners.

Note: Most answers in this booklet are followed by a reference to the Act. For example, Florida Statutes, Chapter 723.001 is shown as F.S. 723.001.

TABLE OF CONTENTS

<u>Topic</u>	<u>Question Numbers</u>
Coverage &Definitions	1-2
Leases	2-3
Rules & Regulations	3-4
Rights of Privacy and Freedom of Expression	4-6
Mutual Duties	6-7
Evictions	7-12
Prospectus	12-13
Rent, Fees & Charges	13-16
Guests	17
Homeowner's Remedies	17-20
Permanent Improvements	20
Right to Sell Your Mobile Home	21-22
Association's Right to Purchase Park	22
Unlawful Retaliation.....	22

COVERAGE AND DEFINITIONS

1. WHO IS PROTECTED BY THIS ACT?

The Act protects mobile home owners against the mobile home park owner and the park's manager, who acts on behalf of the park owner and also mobile home operators who open up mobile home parks on land owned by someone else. (For the sake of convenience, the term "park owner" shall apply to the owner of the park, the park's manager, or the park operator.) The Act protects people who OWN their mobile homes, and live on a rented or leased lot in a mobile park in which 10 or more lots are offered for rent. The Act does not cover recreational vehicles. F.S. 723.002.

2. WHAT IS THE DIFFERENCE BETWEEN A RECREATIONAL VEHICLE AS COMPARED TO A MOBILE HOME OR PARK TRAILER?

A recreational vehicle is primarily designed as temporary living quarters for recreational, camping or travel use. It either has its own motor power, or it is drawn by another vehicle and mounted on wheels. The Act does not protect owners of recreational vehicles. A mobile home is designed for use as a permanent dwelling, is 8 feet or more in width, and 35 feet or more in length. F.S. 723.002, 723.003

3. WHICH MOBILE HOME PARKS ARE COVERED BY THE STATUTE?

The Act covers all mobile home parks that offer 10 or more lots for the placement of mobile homes, so long as the primary use of the park is residential rather than recreational. F.S. 723.002.

Example: There are 5 mobile homes in the park but there are lots for 5 more mobile homes and these empty lots are available for rent. Does the Act apply?

YES, so long as there are 10 or more lots for mobile homes available, including the occupied lots and the vacant lots,

the Act applies.

Example: When I first moved into the park there were 10 lots for rent but now there are only 5 lots for rent. Am I still protected by the Act?

Yes, as long as when you moved in there were 10 lots available for rent. The Act still applies.

LEASES

4. AM I PROTECTED BY THE ACT ONLY IF I HAVE A WRITTEN LEASE?

No. You don't need a written lease to be protected by the Act. If you have a verbal agreement with the park owner, or even if you have no formal agreement at all but merely pay rent so that you can keep your home on a lot, you are protected by the Act. F.S. 723.031(2).

5. WHAT IF I HAVE A SIGNED LEASE WITH THE PARK OWNER BUT I DISCOVER THAT THE LEASE IS UNFAIR?

If any part of the lease is found to have been unfair when the lease was signed, then a court could refuse to enforce the lease or the unfair part against you. F.S. 723.033.

6. MAY THE LEASE HAVE A CLAUSE WHICH WAIVES MY RIGHTS UNDER THE ACT?

NO. You have an absolute right to the Act's protections, and these rights cannot be waived. F.S. 723.032. In fact, you may wish to refuse to sign a lease if it has clearly illegal or unreasonable provisions. See an attorney before you refuse to sign a lease!

7. WHEN THE LEASE RUNS OUT, DO I HAVE TO MOVE IF I DON'T SIGN A NEW LEASE?

NO. You cannot be forced to move unless the park owner specifies the ground/s for eviction. The eviction section in this pamphlet discusses briefly how and when a park owner

may be able to evict you. A mobile home lot agreement cannot provide for termination of any tenancy except as allowed under the grounds for eviction in the Florida Statute. F.S. 723.032(1), 723.061

8. IF I ENTER INTO A WRITTEN OR ORAL LEASE, DOES THE PARK OWNER HAVE TO TELL ME ANYTHING ABOUT THE ZONING OF THE PARK?

YES. You must have written notice of the nature and type of zoning of the park, the name of the zoning authority, and the time, manner and nature of any definite future plans to change the use of the land in the park. F.S. 723.012, F.S. 723.013

9. BEFORE I SIGN A LEASE OR ENTER INTO AN ORAL RENTAL AGREEMENT, IS THE PARK OWNER SUPPOSED TO GIVE ME A COPY OF ITS RULES AND REGULATIONS?

YES. The park owner **MUST** give you a copy of the rules and regulations prior to occupancy. F.S. 723.012(11), F.S. 723.013(3), F.S. 723.014(1)

10. DOES THE PARK OWNER ALSO HAVE TO POST THE RULES AND REGULATIONS?

YES. The park **MUST** post a copy of the rules and regulations in the recreational hall, if any, or some other conspicuous place in the park. F.S. 723.035(1).

11. DOES THE PARK



OWNER HAVE TO ENFORCE THE RULES AND REGULATIONS?

YES. They have to enforce rules or regulations which benefit the park's residents. Also, they can't violate the rules or regulations themselves. F.S. 723.022(5).

Example: If there is a rule against loud noise and a neighbor or the park manager has a loud party, the park owner would be violating the lease if he or she did not enforce that rule.

RIGHTS OF PRIVACY AND FREEDOM OF EXPRESSION

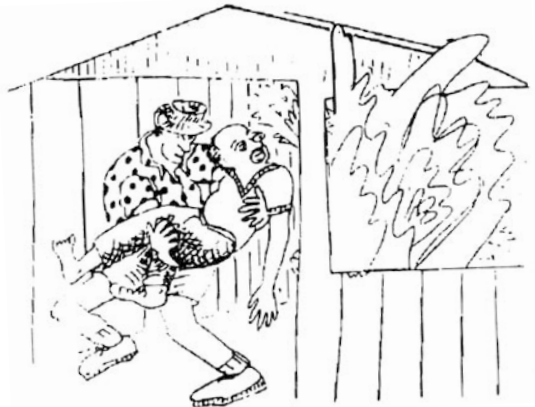
12. CAN THE PARK OWNER EVER ENTER MY HOME WHEN I HAVEN'T GIVEN THIS CONSENT?

NO. To enter your home, he or she needs your prior written consent. You can revoke your consent in writing at any time. F.S. 723.025.

13. CAN THE PARK OWNER EVER ENTER MY HOME WHEN I HAVEN'T GIVEN THIS CONSENT?

The park owner can only enter your home without consent in order to save its occupant or the home itself from imminent danger F.S. 723.025.

Example: If your home is on fire and you are unconscious, the park owner could go in and pull you out without getting your written consent!



14. CAN THE PARK OWNER GO ONTO MY HOME'S LOT WITHOUT MY PERMISSION?

Sometimes. The park owner can go onto the lot to make repairs, to replace utilities, or to protect the mobile home park, but only at a reasonable time of day and in a reasonable manner so that you won't be disturbed. F.S. 723.025.

Example: A wild pig has dug up the shrubbery in your lot and is eyeing your neighbor's bushes. The park owner can go onto your lot to capture the pig.

Example: The park owner wants to replace bushes that the pig destroyed on the lot. He or she can go onto your lot to replace them, but not at 5:00 a.m.!



15. CAN A MOBILE HOME OWNER BE PREVENTED FROM HAVING MEETINGS ABOUT PROBLEMS IN THE PARK?

NO. Mobile home owners can hold meetings, at reasonable times and in a reasonable manner, in common or recreational areas of the park, or in their homes, the park owner can NEVER prevent this. F.S. 723.054(1) and (2).

16. CAN THE PARK RESTRICT A HOME OWNER'S RIGHTS TO ASK FOR DUES FROM OTHER MEMBERS OF A PARK ASSOCIATION, FEDERATION OR ORGANIZATION?

NO. F.S. 723.054(3).

17. CAN A MOBILE HOME OWNER INVITE PUBLIC OFFICERS OR CANDIDATES TO SPEAK ABOUT MATTERS OF PUBLIC INTEREST IN THE COMMON AREAS OF THE PARK?

YES, subject only to reasonable park rules and regulations concerning time, place and scheduling. F.S. 723.055.

MUTUAL DUTIES

18. WHAT ARE MY DUTIES TO THE PARK OWNER UNDER THE STATUTE?

There are things you *must* do. All these things are obvious, but we will list them anyway. First, pay your rent on time. Second, comply with all park rules. Third, your home has to be constructed so that it doesn't violate any applicable building, housing or health codes. Fourth, you have to keep the mobile home lot that you rent clean and sanitary. Fifth, you or your guests must conduct yourselves in a manner that does not unreasonably disturb other residents. F.S. 723.023, 723.061(1)(a)

19. WHAT ARE THE PARK OWNER'S DUTIES?

The park owner's duties are the subject matter of the pamphlet! But here are a few specifics. First, the park owner has to comply with applicable building, housing and health codes. Whereas you have to worry about the building codes as they apply to your home, the park owner has to worry about the codes as they apply to the park as a whole. Second, the park owner has to maintain and repair the common areas, such as the recreation area, club house, the manager's office, etc. Third, the park owner has to provide access to the

common areas at all reasonable times for the benefit of the mobile home owners. Fourth, the park owner must maintain utility connections and systems in the proper operating condition. Fifth, people on the park premises with the park owner's consent must conduct themselves in a manner that does not unreasonable disturb the park residents or constitute a breach of the peace. F.S. 723.022

NOTE: In all instances the court is ultimately responsible for determining what conduct is reasonable and unreasonable where the issue arises. F.S. 723.033

EVICCTIONS

Caveat: This discussion is only meant to alert you to your rights. If you ever get an eviction notice, get an attorney IMMEDIATELY!!!

20. IS IT AN EVICTION IF THE PARK OWNER SAYS I HAVE TO MOVE TO ANOTHER LOT IN THE PARK?
YES. Of course, you could agree to relocate, but the park owner couldn't force you to pay the moving costs or make any permanent improvements on the other lot.



21. FOR WHAT REASONS COULD THE PARK OWNER EVICT ME?

The park owner could evict only on certain grounds. Each of these grounds will now be summarized. See also questions under **LEASES**.

22. CAN THE PARK OWNER EVICT ME IF I DON'T PAY THE RENT ON TIME?

YES. But first you have to be given a written demand for the rent. If you haven't paid the rent within 5 days of getting that demand, then the park owner can terminate your lease and go to court to evict you. If you pay all the rent due, late charges, court costs and attorney's fees and have a good explanation, the court *may* let you stay as long as this has not happened more than once before. F.S. 723.061(1)(a).

23. CAN THE PARK OWNER EVICT ME IF I AM CONVICTED OF A VIOLATION OF SOME FEDERAL OR STATE LAW OR ORDINANCE.

YES. If what you did was harmful to the health, safety or welfare of your neighbors in the park. F.S. 723.061(1)(b).

24. CAN I BE EVICTED IF I VIOLATE A RULE OR REGULATION?

YES. There are two different kinds of rules and the eviction procedure is different for each. The park may evict you after the **FIRST** violation of a properly promulgated rule if a court finds you endangered the life, health safety, property or peaceful enjoyment of the park or your neighbors. After delivery of the violation notice, the park must give you seven (7) days to vacate. The park may evict you if you violate any other properly promulgated rule or regulation for the **SECOND** time within 12 months of your first violation. However, the park owner has to give you **WRITTEN** notice within 30 days after the first violation which gives you seven (7) days to correct the violation. After the second violation you don't have a chance to correct and the landlord can serve

you with a notice to vacate at the end of thirty (30) days. F.S. 723.061(1)(c).

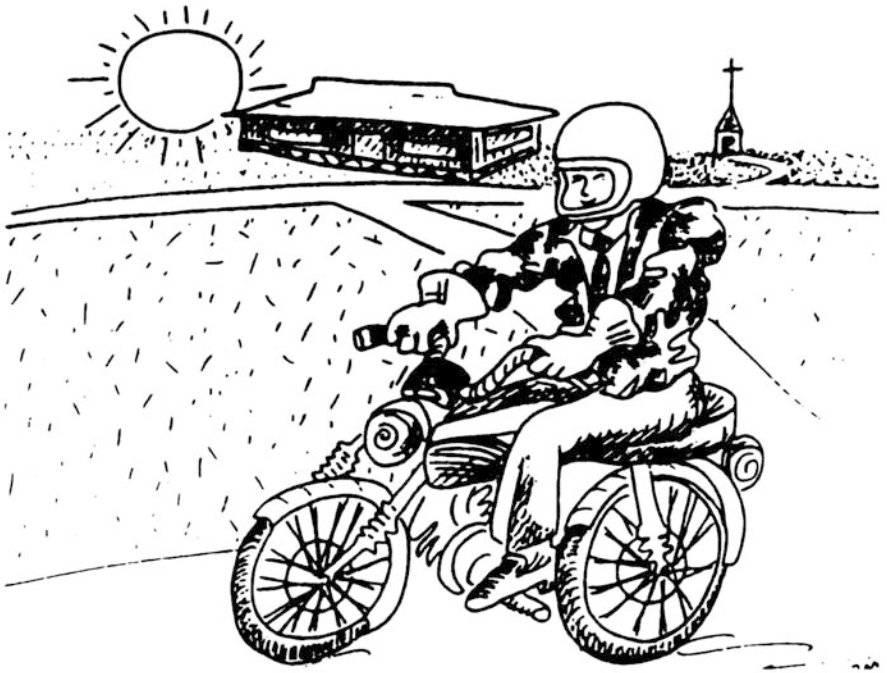
EXAMPLE: *Suppose there is a park rule that clotheslines are not permitted on the lots. What if I erected a clothesline and then the park manager told me to take it down but I left it up. Can I be evicted without notice? NO. First you would have to receive written notice, not verbal notice, that you were violating the clothesline rule. If the manager had given you written notice about the violation, and you left it up anyway, you could be evicted since leaving the clothesline up would be a second violation.*



EXAMPLE: *Suppose I put up a clothesline, and then I took it down after I got the written notice. Then, within 12 months of that, I violated a different rule, such as a rule against letting unaccompanied guests use the park's pool. Could the park owner evict me for the violation of this pool rule since I had earlier received a warning about*

the clothesline rule violation? NO. The park owner can only evict you for violating the same rule or regulation for the second time in 12 months.

EXAMPLE: *What if the park has a rule against riding motorcycles up and down the street, and I let my grandchild ride a dirt bike in the park on Sunday morning? Under the Act, you could be evicted after the first violation, IF your grandchild was disturbing your neighbor's peaceful enjoyment of their homes. Also, your grandchild may have been endangering the life, health, and safety of residents, especially if the park speed limits were exceeded.*



25. WHAT IF THE PARK OWNER OR MANAGER DOESN'T LIKE ME, AND I GET NOTICE OF VIOLATING A RULE WHILE OTHERS IN THE PARK VIOLATE THE SAME RULE BUT GET AWAY WITH IT?

You can't be evicted for violating that rule. Rules and regulations can only be enforced by the park if everyone is required to comply with them. The park can't use a rule or regulation as an excuse to single someone out. F.S. 723.061(1)(c)(2).

26. CAN THE PARK OWNER EVICT ME IF PART OF THE PARK IN WHICH MY LOT IS LOCATED IS GOING TO BE USED FOR A PURPOSE OTHER THAN MOBILE HOME LOT RENTAL?

YES. In this case the park owner would have to give you at least six months notice of the change in the use of the land. F.S. 723.061(1)(d)

However, under certain circumstances you may be entitled to payment from the Florida Mobile Home Relocation Corporation. F.S. 723.0612

Example; if the mobile home park's land is going to be used for a supermarket development, you could be forced to leave.



27. WHAT IF THE PARK OWNER APPLIES FOR THE REZONING OF THE PARK AND ITS RESIDENTS HAVE TO RELOCATE IF THE REZONING IS APPROVED?

The government can't rezone without first investigating as to the adequacy of other mobile home parks or other facilities to which the mobile home owners in the park could relocate. F.S. 723.083. Furthermore, the park has to give written notice of a proposed change within 5 days of filing an application to change the park's zoning. F.S. 723.081.

28. CAN I BE EVICTED IF I HAVE RECENTLY PURCHASED MY MOBILE HOME FROM A FORMER TENANT OF THE PARK?

Yes. But only if you failed to secure the approval of the park owner to become a new tenant of the park prior to the purchase of the mobile home. F.S. 723.061(1)(e).

29. CAN I BE EVICTED FOR NO REASON AT ALL OR SIMPLY BECAUSE THE PARK OWNER DOESN'T LIKE ME?

NO. You may only be evicted for the reasons listed above. 723.061(1).

PROSPECTUS

30. WHAT IS A PROSPECTUS?

A prospectus is a document that must be filed with and approved by the State of Florida. It must be given to each renter prior to occupancy. 723.011.

31. WHAT INFORMATION IS IN A PROSPECTUS?

The Florida Statutes require the park owner to include information from fourteen (14) categories including explanations of how charges will be increased, how rules will be changed and a description of all recreational facilities, including date of completion. 723.012.

32. WHEN I RENTED THIS LOT THE PARK OWNER TOLD ME THERE WOULD BE A HEATED SWIMMING POOL, BUT THE PROSPECTUS DID NOT MENTION ANY POOL. CAN I INSIST ON A POOL?
NO. You cannot rely on oral representations. The prospectus controls. 723.012.
33. MUST EVERY MOBILE HOME PARK PROVIDE A PROSPECTUS?
NO. A prospectus is only required if the park contains 26 or more lots. 723.011.
34. DOES THE PARK OWNER HAVE TO PROVIDE ME WITH ANY WRITTEN INFORMATION IF THE PARK HAS LESS THAN 26 LOTS?
YES. Besides what the park owner must provide in the lot rental agreement, the park owner must notify you in writing of the zoning, any future plans for changes in land use, the name and address of the person authorized to receive notices on behalf of the park, all financial obligations not included in the rental agreement and the rules and regulations in effect. 723.013.

RENTS, FEES AND CHARGES

35. DOES THE LEASE HAVE TO SPELL OUT ALL THE COSTS I'LL BE FACED WITH UNTIL THE LEASE EXPIRES?
YES. The lease actually has to show the AMOUNT, not only of the rent, but also of any security deposit, installation charges, fees, assessments and any other financial obligations you would have to the park owner. 723.031. If the park has more than 26 lots, the park owner must also give you a prospectus which itemizes all financial obligations in detail. 723.012.

36. WHAT IF THE PARK OWNER DOESN'T LIKE ME. COULD HE/SHE MAKE ME PAY MORE THAN OTHER RESIDENTS IN ORDER TO PUNISH ME OR TO FORCE ME OUT OF THE PARK?
NO. 723.03331(5).
37. CAN THE PARK OWNER PASS ON ANY OF THE PARK'S INCREASED OPERATING COSTS TO ME?
YES. The park owner can pass-on increased costs, including increases in utilities, but only if these increases are incurred due to actions of the state or local governments. But see question 42. The Act could be read to allow increases for other reasons. 723.031(5).
38. CAN THE PARK OWNER REQUIRE ME TO BUY FROM HIM OR HER MY HOME'S UNDER-SKIRTING, EQUIPMENT FOR TYING DOWN MY HOME, OR ANY OTHER EQUIPMENT REQUIRED BY LAW OR LOCAL ORDINANCE OR BY THE PARK'S REGULATIONS?
NO. The park owner can't force you to buy these things from him or her. You have a right to buy these things from whomever you want. The park owner can, by reasonable park rule or regulation, tell you what style or quality the equipment must be. 723.043.
39. IF I WANT TO INSTALL ELECTRIC OR GAS APPLIANCES IN MY HOME, CAN THE PARK OWNER CHARGE ME A FEE OR RESTRICT THE INSTALLATION OR MAINTENANCE OF THE APPLIANCES?
NO. 723.044.
40. WHAT IF I INSTALL A WASHING MACHINE OR WASH MY MOBILE HOME OR CAR; MAY THE PARK OWNER CHARGE ME FEES TO COVER THE INCREASED WATER CONSUMPTION?

Most such fees are illegal, because the park owner cannot

make a profit on water if he buys it from a public water system and then resells it to you. 723.045.



41. IF THE PARK OWNER BUYS ELECTRICITY, GAS OR WATER FROM A PUBLIC UTILITY AND THEN RESELLS, CAN HE CHARGE ME MORE FOR IT THAN THE PUBLIC UTILITY WOULD?

NO. Except that with the distribution of water, he could charge for his ACTUAL maintenance and administrative costs. 723.045.

42. CAN THE PARK OWNER INCREASE THE LOT RENTAL AMOUNT?

YES. The park owner must give 90 days notice of any increase to each affected mobile home owner and the home owner's association, if there is one. 723.037(1).

43. IF I'M NOT HAPPY WITH THE RENTAL INCREASE IS THERE ANYTHING I CAN DO ABOUT IT?

YES. A committee designated by a majority of the affected mobile home owners or by the board of directors of the homeowners' association shall meet with the park owner and discuss his decision. There is a procedure for the committee to put forth in writing why the committee disagrees with the park owner's decision. IF the dispute goes unresolved there is a procedure for the homeowners to petition the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation to initiate mediation. F.S. 723.037

44. CAN THE PARK OWNER CHARGE ME AN ENTRANCE OR EXIT FEE FOR MOVING INTO OR OUT OF THE PARK?

The park can charge an entrance fee if the park owner has disclosed the fee in the prospectus or offering circular. Any entrance fee must be clearly identified in writing. The park cannot charge an entrance fee for a move within the park or to the purchaser of a mobile home already situated in the park and sold by a park resident. 723.041. The park cannot charge an exit fee. 723.041(2).

45. IF I PAID AN ENTRANCE FEE AND LATER LEAVE THE PARK, CAN I GET A REFUND?

MAYBE. If you leave the park before 2 years have passed since the fee was charged, you can get a prorated refund within 15 days of moving your home from the park. 723.041(1)(e).

46. CAN THE PARK OWNER ENTER INTO A DEAL WITH A MOBILE HOME DEALER SO THAT THEY SPLIT FEES, THAT I PAY, BETWEEN THEM?

NO. It is a crime, punishable as a misdemeanor in the second degree, for the park owner to split your fee with a mobile home dealer. 723.041(1)(c).



GUESTS

47. DO I HAVE THE RIGHT TO HAVE GUESTS IN MY MOBILE HOME?

YES. The park cannot prevent you from having guests, or charge you a fee for guests. 723.051.

48. WHO IS A GUEST?

A guest is anyone who does not stay more than 15 days in a row, or 30 days total in a year. The person can stay longer if the lease or the rules and regulations make no restrictions on the number of persons living with you or if you have the permission of the landlord. The park owner could require a fee if you have visitors who stay longer than the time allowed for guests under the statute. 723.051(3)

HOMEOWNER'S REMEDIES

49. WHAT IF THE PARK OWNER DOESN'T FULFILL A DUTY OR IF HE OR SHE VIOLATES MY RIGHTS UNDER THE STATUTE? WHAT CAN I DO?

You can file a complaint with the Division of Mobile Homes. You can also sue the park owner. You may recover money damages if the park owner has caused you any loss and the court could either stop any further violations of your rights, or it could force the park owner to fulfill his or her duty to you. Also, the court could require the losing party to pay the attorney's fees and court costs of the winning party. 723.068.

50. WHAT IF I WANT TO CONTACT THE MOBILE HOME PARK OWNER BUT THE PARK MANAGEMENT WON'T GIVE ME HIS OR HER NAME?

The management must give you the name of the park owner or of the person authorized to receive legal notices and demands on his or her behalf. The park owner must give you that information before you move onto the lot. But if you didn't get it then, you can get that information at ANY TIME. 723.012, 723.013.

51. IF THE PARK OWNER DOESN'T FULFILL ONE OF HIS OR HER DUTIES UNDER THE STATUTE, DO I STILL HAVE TO PAY THE RENT?

NO. But, the landlord's noncompliance must be very serious, In other words, a minor noncompliance by the park owner would not excuse you from paying your rent. 723.063.

Example: The park owner has a duty to maintain utility connections on your lot. If your utility connection is disrupted and it isn't fixed right away, you can withhold your rent. It is best to remind the park owner of an obligation under the lease in a friendly way, if possible. If that doesn't work, though, you would have a right to withhold rent if you suffered a loss of the enjoyment of your home as a result.

52. DO I HAVE TO TELL THE PARK OWNER THAT I INTEND TO WITHHOLD RENT?

YES. You can only withhold rent if you have written to the park owner and given detailed reasons for withholding your rent based on the park owner's material noncompliance with his duties. You then must give the park owner 7 days after he has been notified to comply. NOTE: This procedure should always be initiated at least 7 days or more before the end of the rental payment period. The park owner needs time to comply before the time comes due for you to pay the rent. This way, the park owner has the full 7 days to comply before your rent is due. You do not want to be responsible for nonpayment of your rent if it comes due during the 7 day period given the park owner to comply. F.S. 723.063

EXAMPLE: *You always pay rent on the 1st day of the month. You give your park owner notice of the noncompliance 2 days before the rent is due. On the 1st day of the month you do not pay your rent. Now you are responsible for nonpayment of your rent. Then on the 2nd day of the month the park owner complies. The park owner has complied within the 7 day period he is allowed. Regardless of the fact that he was still not in compliance on the 1st day of the month, you will be responsible for paying your rent because the park owner complied in a timely fashion. NOTE: Never spend withheld rent. You must have the rent money in the event that the court finds you withheld your rent wrongfully. If the issue goes to the court system you will have to put the rent money in the court registry.*

53. SUPPOSE I SEND A TIMELY RENT WITHHOLDING LETTER; WHAT HAPPENS IF THE PARK OWNER TAKES ME TO COURT FOR FAILING TO PAY THE RENT?

The court could reduce your rent for the months repairs were not made to reflect the loss of value of your lot. NOTE: At that point, the Act requires you pay the disputed rent into the registry of the court, which would hold and collect your

rent until the matter is resolved. If you do not deposit the rent into the court registry, you waive any defense except payment. 723.063(2).



PERMANENT IMPROVEMENTS

54. CAN THE PARK REQUIRE ME TO AGREE TO MAKE PERMANENT IMPROVEMENTS ON THE LOT ITSELF?

MAYBE. Yes, if the prospectus describes improvements required to be installed as a condition of occupancy. 723.012(7).

RIGHT TO SELL YOUR MOBILE HOME

55. CAN THE PARK OWNER PROHIBIT OR LIMIT MY RIGHT TO SELL MY MOBILE HOME IN THE PARK?
NO. The park owner can't limit your right to sell your home even if the lease, or rule or regulation say that he or she can. 723.058.
56. WHAT IF MY LEASE, OR RULE OR REGULATION, SAYS IF I SELL MY HOME MY HOME WOULD HAVE TO BE REMOVED FROM THE PARK?
That part of the lease or rule or regulation would be null and void. You have a right to sell your home, without having to remove the home from the park after its sale. 723.058.
57. CAN THE PARK OWNER PROHIBIT THE PLACING OF A FOR SALE SIGN ON MY HOME?
NO. The park owner can only make REASONABLE rules concerning the size, placement and character of for sale signs. 723.058.
58. CAN THE PARK OWNER REFUSE TO ALLOW THE PURCHASER OF MY HOME TO BECOME A TENANT IN THE PARK?
The park owner cannot unreasonably withhold approval of your purchaser if the purchase would otherwise meet the requirements of entry into the park under the park rules and regulations. F.S. 723.059
Example: If the park's rules and regulations don't allow families with children into the park, then you couldn't sell to a family with children.
59. CAN THE PARK OWNER CHARGE ME A COMMISSION OR FEE WHEN I SELL MY HOME?
The park owner can only charge you a commission or fee if he or she actually acts as your agent in selling your home

and you have a written contract (resale agreement) with the park owner to act as your agent in the sale. 723.058(2).

If you are moving into a park, the owner cannot require you to sign a resale agreement or raise your monthly lot rental if you refuse to sign. If you have a resale agreement, it will only be effective for 6 months.

HOME OWNER'S RIGHT TO PURCHASE PARK

60. IF THE PARK OWNER DECIDES TO SELL THE PARK, DO THE HOMEOWNERS HAVE ANY RIGHT TO BUY IT? Yes, the home owners have a "limited" right of first refusal. They would have to do it through an incorporated home owners' association. Therefore, park residents should strongly consider incorporating their association. The statutes on this matter deserve detailed treatment, and are beyond the scope of this booklet. If you suspect that the park owner may sell the park, or that another party is interested in buying it, your association should consult an attorney if it has any interest in buying the park. F.S. 723.071

UNLAWFUL RETALIATION

61. CAN THE PARK OWNER RETALIATE AGAINST A RESIDENT BY INCREASING RENT, DECREASING SERVICES OR BY BRINGING OR THREATENING TO BRING AN ACTION TO EVICT THE HOME OWNER FROM THE PARK?
NO! Such retaliatory conduct is prohibited. 723.0615.
62. DOES THAT MEAN I CAN'T BE RETALIATED AGAINST FOR ANYTHING I HAVE A RIGHT TO DO?
YES. As long as you acted in good faith, for proper purposes. If you think the park owner is retaliating against you, see an attorney.

Sponsored by:



**Florida Rural
Legal Services, Inc.**



Leadership & Funding for Legal Aid in Florida

“The Florida Bar Foundation, with Interest on Trust Accounts Program
funding, provides support to Florida Rural Legal Services, Inc.”



West Central Florida
Area Agency on Aging, Inc.

Assistance. Advocacy. Answers on Aging.



“Sponsored by Florida Rural Legal Services, Inc. (recipient) and the
State of Florida, Department of Elder Affairs” and
West Central Florida Agency on Aging, Inc.”

Sponsored by:



Assistance. Advocacy. Answers on Aging.



“Sponsored by Florida Rural Legal Services, Area Agency on Aging Palm Beach, Treasure Coast, Inc. (agency) and the State of Florida, Department of Elder Affairs.”



Area Agency on Aging
for Southwest Florida, Inc.



“Sponsored by Florida Rural Legal Services, AAA for Southwest Florida, (agency) and the State of Florida, Department of Elder Affairs.”

OFFICES OF FLORIDA RURAL LEGAL SERVICES

LAKELAND

963 East Memorial Blvd. • (863) 688-7376 or 1 (800) 277-7680

BELLE GLADE

1500 NW Avenue “L”, Suite A • (561) 993-0003 or 1 (888) 993-0003

FORT MYERS

3210 Cleveland Avenue • (239) 334-4554 or 1 (800) 476-8937

FORT PIERCE

510 South US Hwy 1, Suite 1 • (772) 466-4766 or 1 (888) 582-3410

IMMOKALEE

1 (800) 476-1837

WEST PALM BEACH

3111 South Dixie Hwy, Suite 140 • (561) 820-8902 or 1 (800) 284-4588

If you don't live near a Legal Services office, call this number
toll free in Florida for an appointment or referral:

1 (800) 277-7680

Si usted no vive cerca de una oficina de Servicios Legales, llame
a este numero que es gratis en Florida:

1 (800) 277-7680

Revised by Florida Rural Legal Services, Inc., 2005

For additional copies, please contact the address below:

FLORIDA RURAL LEGAL SERVICES, INC.

963 East Memorial Blvd., P.O. Box 24688

Lakeland, Florida 33802-4688

(863) 688-7376 or 1 (800) 277-7680

www.frls.org

Reprinted April 2008