

**RENT INCREASES, “STATUTORY”  
MEETINGS AND MEDIATIONS**

# WHO REPRESENTS THE HOMEOWNERS?

The properly formed Homeowners' Association legally represents all homeowners in the park.

This includes those Homeowners' who are not dues paying members of the HOA.

**REF: 723.075(1)**

Rent negotiations are conducted by a  
“Homeowners’ Committee” of 5  
(+2 alternates, can be requested)  
they usually are designated by the  
HOA Board of Directors.

## *Who May Serve on the Committee*

- Do they need to be HOA Board Members - NO
- Do they need to be members of the HOA - NO
- Do they need to be residents of the Park - NO
- Do they need to be a resident of a MH - NO
- *They do need to be GOOD negotiators!!*

If no HOA exists, this Committee is designated by a majority (50%+1) of the ***AFFECTED*** homeowners.

REF: 723.037(4)(a)

those receiving the rent increase,  
not all Park units receive the rent increase on the same date

This Committee will represent the homeowners who have received a rent increase notice.

**REF: 723.037(1)**

## This Excludes:

1. Vacant lots
2. Unoccupied homes
3. Homes of park employees
4. Lots which are otherwise exempt from the increase due to specially negotiated arrangements.



At the appropriate time, be sure to complete and send to park owner, via certified mail with return receipt requested.

“Committee designated by a  
Homeowners’ Association”.

## **YOUR PROSPECTUS –**

- Required in parks containing 26 lots or more.
- Must be filed and approved by DBPR  
(Department of Business & Professional Regulations).
- Contains specifics concerning park, utilities, amenities, rules & regulations, etc.    **REF: 723.011 & .012**
- And is assumable by future purchasers of home.  
**REF: 723.059(3)**

# **YOUR RENTAL AGREEMENT –**

Minimum term – 1 year

Initial term maybe less, so as to cause all agreements to commence at the same time.

**REF: 723.031(4)**

Is assumable by future purchasers of home.

**REF: 723.059(3)**

“Pass Through” charges (see 723.003(17)) may be added at any time.

**REF: 723.031(5)(B)**

Park Owners continually try to chip away at the rights provided to homeowners under FS-723.

FMO continuously monitors the legislature and lobbies on behalf of Manufactured Home owners.

Stay up to date via alerts issued by **FMO**, through the *FMOnews*,  
the **Watchdog**, and your  
FMO Park Representative.

# Document Creation of Homeowners' Committee

“Committee designation by Homeowners’ Association”

page 120 FMO/HOA Manual.

These documents will be needed later.

REF: 723.037(4)(a) & 61B 32.003

*Study applicable prospectus and rental agreement, become thoroughly familiar with these documents.*

## Consult other Parks having the same Owner:

*Is their prospectus the same?*

*Are their amenities the same?*

*What are the conditions of these Parks?*

*What increase did they receive?*

*Are they seeking a statutory meeting?*

*What is their HOA's plan?*

*Have they been able to negotiate any concessions?*

*What were the terms of their negotiations?*

## THE RENT INCREASE NOTICE –

Must provide 90 day notice before increase takes effect.

Must be sent to each affected homeowner and to the HOA Board of Directors.

REF: 723.037(1)

Make note of the notice date, postmark date, date of receipt and effective date of rent increase.

These may be needed in future negotiations.

Save the envelope

Verify that the 90 day notice requirement has been met.

Start collecting signatures on “Statement of Dispute” form.

Page 72 of the FMO-HOA Manual

This is a state form, it may be copied but not altered.

One signature per lot.

Do not begin collecting signatures prior to rent increase notice having been received.

DBPR has ruled that signatures dated prior to rent increase notice are ***INVALID***.



Immediately request a “Statutory” Meeting with the park owner(s), by certified mail with return receipt requested. Meeting should be within 60 days of the rent increase.

**REF: 723.037(4)(a)**

Be sure to enclose “Designation and Appointment of Homeowners’ Committee”.

Suggest a meeting date, time and place. (suggest more than one, this makes it more difficult for management to refuse a date).

The “Statutory” meeting is to be held within 60 days prior to the date of the rent increase. **REF: 723.037(4)(a)**

Delays are common. Either party may request delays. Get any agreement in writing via certified mail with return receipt requested if possibly.

Attendance by park owner is **MANDATORY.**

REF: 723.037(4)(a)



## **STATUTORY MEETING WITH PARK OWNER –**

Primary purpose is to make sure both sides understand each other and to try to negotiate an agreement.

At a minimum, this accomplishes the first stage of the statutory process required by FS-723.

Any agreements reached should immediately be reduced to writing and signed by both parties.

Park Owner shall in good faith disclose and explain all material factors resulting in decision to increase lot rent, including how these factors justify the increase. REF: 723.037(4)(b)1

Park Owner may not limit discussion to generalities, such as “increased operational costs”, “changes in economic conditions” or “rents charged by comparable parks”.

REF: 723.037(4)(b)1

## Example #1 – If reason for rent increase is “rents charged by comparable parks”:

Park Owner shall disclose and provide in writing to the committee, at or before the meeting, the names, addresses, lot rent amounts and any other relevant factors relied upon by park owner.

This includes facilities, services and amenities concerning the parks the owner considers “comparable”.

**REF: 723.037(4)(b)1**

- *Committee needs to have visited these parks and spoken with the residents. Rents supplied by management are usually from other parks management and not necessarily what is actually being paid by residents. Speak with residents and other Parks HOA, get actually what rents are being paid. Management will normally present “Market Rate” as the rent and only a small number of units will actually pay “market rate”*

**See enclosed chart from one Park**

• What Sites are Renting For: (calculations are for January 1 <sup>st</sup> 2025) ELS Mkt.Rate						
Site Type		Highest Rent	Lowest Rent	Average Rent	ELS Market Rate	
					2024	2025
Interior		925.00	618.07			
Income	\$34,208.00	spread	306.93	791.66	876.00	925.00
Premium		948.01	665.92			
Income	\$76,041.68	spread	282.09	817.65	896.00	946.00
Utility		828.45	620.92			
Income	12,920.47	spread	207.53	717.80	828.00	896.55
Water		1,078.00	703.70			
Income	\$82,199.37	spread	374.30	922.77	1,078.00	1,123.82
Conservation		1092.00	746.26			
Income	\$50,096.38	spread	288.74	963.39	1,035.00	1,092.00
Total Income \$255,465.90 / month or \$3,065,590.80 / year				Note difference in Average Rent & Market Rate! This is why we need to check rents at other Parks as to what their actual rent is & not what Own states.		

Park Owner shall not limit the comparable park disclosure to those parks owned/operated by the same owner/operator as the subject park except under certain circumstances.

The market area for comparable parks owned/operated by the same entity that have similar facilities, services and amenities as subject park.

Subject park has unique attributes that are shared with other parks.

Subject park is located in geographic or market area that contains few comparable parks.

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

**REF: 723.037(4)(b)2**



If the homeowners committee disagrees with the lot rent increase based upon comparable parks.

The committee shall disclose to the park owner the same information as just discussed.

Disclosure must be in writing and be provided to park owner within 15 days after the first meeting, with a request for a second meeting.

**REF: 723.037(4)(c)**

Park Owner shall meet with homeowners' committee within 30 days after receiving the disclosure provided by the committee.

**REF: 723.037(4)(c)**

Homeowners' committee and park owner may mutually agree in writing to extend or continue any of these meetings.

**REF: 723.037(4)(d)**

Whatever is ultimately agreed upon,  
even if it's an agreement to disagree,  
get all pertinent details in writing.

# DECISION TIME –

Accept outcome of “statutory” meeting or pursue further?

Does the HOA wish to accept the results of the  
“statutory” meeting or pursue the issue further?

This is not a committee decision.

The next step is to request mediation of the dispute by DBPR.

This is not a committee decision.

Costs.

Homeowners support.

Mediation is an inexpensive, non-binding, non-adversarial process designed to help parties reach a voluntary agreement, prior to proceeding to litigation. REF: 723.037(5)(d)

Can the HOA muster the necessary support or the affected homeowners (majority of 50+1) within the time allowed?

## **MEDIATION –**

is the process whereby park owners and homeowners' committees meet with a neutral third party (mediator).

Purpose of this process is to encourage and facilitate resolution of the dispute through negotiation.

Mediator does not make any decisions concerning the legal position of either party.

Mediator merely tries to offer various ways of resolving the dispute.

Decision making rests with the parties.

Attorneys are not required.

One may be helpful if park owner insists on being represented by counsel.

This can be agreed upon in advance by the parties.

Most mediation is accomplished in three to four hours.

Within 30 days after the last scheduled session of the “statutory” meeting, homeowners may petition DBPR to initiate mediation of the dispute. REF: 723.037(5)(a)

Within same time period, park owner may petition DBPR to initiate mediation.

REF: 723.037(5)(b)

## 723.038(1)

A majority (50%+1) of the affected homeowners must sign the “**statement of dispute**” form

(page 72 of the FMO/HOA Manual)

declaring that either:

The lot rent increase is unreasonable.

OR

The lot rent increase has made the lot rental amount unreasonable. REF: 723.037(5)(a)

This is a state form. It may be copied, but not altered.

Be sure the signature dates are subsequent to date of rent increase notice.

The state has ruled that signatures dated prior to that date are invalid.

Petition for mediation by Homeowners' (DBPR Form #BPR 34-001) must be completed.

Pages 69-74  
FMO-HOA Manual.

Within 30 days after the last session of the “statutory” meeting, petition must be mailed, via certified mail with return receipt requested to DBPR.



## Be sure to include all of the following:

“Petition for mediation by Homeowners” (form # BPR 23-001) with all the signature sheets appended.

Rent increase notice

“Committee designation by a Homeowners’ Association” Page 120 FMO-HOA Manual

OR

“Committee designation by a majority of homeowners” Page 118 FMO-HOA Manual

*This deadline is enforced by the DBPR.* REF: 723.037(5)(a)

Copy of each letter designating meeting dates, postponements, extensions and date of final session of “statutory” meeting.

It is essential that this package be post marked within 30 days following the conclusion of “statutory” meeting.

If either party petitions for mediation and the opposing party refuses to agree to mediation, the party refusing to mediate shall not be entitled to attorney fees in subsequent litigation. **REF: 723.037(6)**

Within 20 days of receiving petition to mediate, DBPR notifies both parties that a mediator has been appointed.

The parties may mutually agree on a different mediator and notify the DBPR within 30 days. **REF: 723.038(4)**

Within 10 days after appointment of mediator, mediator shall notify the parties in writing of date, time and place of the mediation conference. **REF: 61B-32.0056(5)**

Each party must pay a \$250.00 filing fee to the mediator within 30 days after notification of appointment.

This is used by the mediator to defray the hourly rate charged.

Any portion not used is returned to the parties. **Rarely happens** **REF: 723.038(4)**

It is suggested that the Homeowners Committee submit a brief, written summary of the issue and the relevant facts to the mediator prior to the mediation conference.

Unless otherwise agreed to by the parties the first mediation conference shall be held within 60 days of the appointment of the mediator by DBPR.

**REF: 61B-32.0056(4)**

Mediation shall be completed within 45 days of the first mediation conference, unless otherwise agreed to by the parties. **REF: 61B-32.0056(5)(a)**

Mediation results are not considered final DBPR action.

DBPR cannot enforce any agreement reached through mediation.

Be sure that any resolution or agreement reached through mediation is reduced to writing and signed by both parties. **REF: 723.038(6)**

Have the agreement reviewed/re-drafted if necessary by **YOUR** attorney.

**DO NOT** rely on park owner's attorney to express the agreement relative to your best interests.

The court considers such resolutions or agreements to be a **contract** for the purposes of providing a remedy to the complaining party.      REF: 723.038(6)

Mediator notifies DBPR that mediation is concluded via a "mediation report". (Form #BPR-34-005), mailed within 10 days after conclusion of mediation.      REF: 61B-32.0056(5)(a)

**DECISION TIME AGAIN -**

Accept outcome of mediation or pursue further?

In the event that mediation has not been successful, both parties have the option of proceeding to Litigation by filing an action in the Circuit Court. REF: 723.038(1)

***This is a decision for the Homeowners' Association to make, not the committee.***

# Considerations for the HOA –

Litigation can be very time consuming and extremely expensive.

Park Owners have deep pockets. HOAs generally do not. Park Owners know this and act accordingly.

Is the potential gain worth the expense?

How will the homeowner's costs be covered?

Logic would suggest a financial assessment on the homeowners.

***Check your by-laws***, they probably require that assessments apply to “all members of the association” and require a majority of the members to approve a resolution establishing the assessment?

How many members will vote against it because they do not wish to or cannot afford to participate?

If the assessment is approved, how many will drop their membership, knowing they cannot be forced to participate and also knowing they will reap the benefits if the HOA is successful?

What will this do to the HOA?

## TIMELINES –

Reason for increase is not market rent  
(ie. CPI, % increase, operating costs)

At least 90 days from postmark on rent  
increase notice to effective date of increase.

60 days prior to date of rent increase, notice to request  
“statutory” meeting with park owner and actually meet  
at mutually agreed time, delays are common.

30 days from final session of “statutory” meeting  
to file petition for mediation with DBPR.

60 days: from petition filing to hold actual mediation meeting.



## CONSIDERATIONS –

Due to extended “statutory” meetings, homeowners’ committee may have up to 100 days to collect and verify sufficient signatures on petition for mediation.

“Snowbirds” may not have arrived and cannot be reached for signatures.

November & December bring Holidays when many people are not available or are pre-occupied.

# REMINDERS –

Document Everything.

Get all notices, agreements on meeting dates, postponements and extensions in writing.

Even if the recipient is geographically close-by, send everything by certified mail, with return receipt requested.

In “statutory” meetings, park owner may not limit discussion to generalities. You are entitled to specifics, insist upon them.

Do not begin collecting signatures on petitions for mediation until rent increase notice has been received.

**Strictly observe all time limits.**

If attorneys are to be involved, do not rely upon the park owner's attorney to represent your best interests, have your own attorney.

**GET IT IN WRITING**

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