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### EDITORIAL

#### The Federation of

#### Manufactured Home Owners of Florida, Inc.

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# From the Editor's Desk June 2026

By Bob Anderson, Communications Chairman

Welcome to the Law issue! We have a lot of information in this issue. FMO's Legislative Counsel, Nancy Stewart, has provided some very important updates in her Capitol Beat column. FMO's Legal Counsel, Jeremy Anderson, answers some important questions in his popular Legal Ease column. He answers questions about HOAs that only meet with residents once a year or do not provide information about an HOA Board's meeting with its attorney. Are these legal? Jeremy has your answers.

Jennifer Shaw presents the final part of her Frequently Asked Questions series about the Tie-Down Program. Check out her article to see what she has planned for the next issue. I wrote three articles about debt collection, focusing on state and federal debt collection programs. Sam Page from FMO Communications wrote a very informative article about manufactured home park contracts. Jane Walker, District 1 President, wrote about the new HOA Gold Award. Read her article on how your HOA Board can become eligible for this prestigious award. There are other articles about NIMBY (Not In My Back Yard), the Legal Services Corporation, nonwaivable statutes under 723, and the force of law.

I want to take a minute and talk about the three remaining issues for 2026. The theme for August is Political, and October is Private Equity. I'm going to switch those so we do the Political theme in October, which is closer to the November midterm elections. I'm not sure what we will do for the Political issue just yet. The Communications Committee will discuss it at our next meeting in a couple of weeks. The December issue will be our annual wrap-up for 2026 and a look ahead into 2027. Thank you for your time, and we'll see you in August!

*Bob Anderson is the Chairman of the FMO Communications Committee. He is also the editor of the FMO Magazine and an Admin for the FMO Facebook page. He also chairs both the Legislative and Communication Committees for NMHOA and sits on their Board of Directors as a Director at Large. He is also the Admin for the NMHOA Facebook page. He is best reached via email at [bob1957@hotmail.com](mailto:bob1957@hotmail.com)*



# FMO Gold Awards

## INTRODUCING THE FMO GOLD AWARD

John Calabresse and Lou Dunning have come up with a great way to recognize our HOA Board of Directors who are FMO Members in good standing.

It is named the FMO GOLD AWARD. A fitting name for our golden volunteers, who work so hard and often don't get the credit they deserve. There have already been a few HOAs recognized since the award was started this spring.

The procedure is very simple. When all your directors are members of the FMO, you can request a GOLD AWARD APPLICATION from your District President or Park Representative. On the application, we need to know several things, like the OFFICIAL name of your HOA as recorded on your Articles of Incorporation, the name and address of your HOA President, your FMO District number and Section Letter, the names of the Park Representatives, and the names of each board member, their office if they hold one other than Director, and their FMO Member Number.

Fill out the application and present it to your District President, who will verify that the board members are active FMO Members, and forward the application to Jane Walker at [FMOGoldAward@gmail.com](mailto:FMOGoldAward@gmail.com). Once that is done, the award will be produced and sent to your District President. The award is to be presented to those HOAs at the District Meeting so that everyone can join in complimenting them for their membership status. Hopefully, after the District Meeting, each HOA will hold a presentation at its own board meeting so its residents can congratulate them. When the District Meeting is scheduled, please let Jane know and she will advise John and Lou, who will make every effort to attend the meeting, if at all possible.

At the presentation meeting, please have someone available to take pictures and send them to Jane so they can be submitted to the FMO Newsletter and magazine.

We hope to have many Gold Award HOA Recipients in the coming months and years. If you have any questions or suggestions, please feel free to share them with Jane. This is a new program, and we expect some growing pains and variations as things get started.

Jane Walker

*See Application on page 4*

### Watchdog Alerts

Do you receive Watchdog Alert emails? Do you delete them or not open them because you don't know what they are? They are important legislative alerts from FMO's Legislative Counsel, Nancy Stewart. It may be a call to action asking people to contact particular legislators to support a legislative bill, an update on a bill's progress through the Legislature, or general information about a specific bill. These Watchdog Alerts are very important, so please, please, take time to open and read them.



**FEDERATION OF MANUFACTURED HOMEOWNERS' ASSOCIATION OF FLORIDA  
AND  
DISTRICT HOMEOWNERS' ASSOCIATION**

**GOLD AWARD APPLICATION**

**NAME OF HOA AS RECORDED ON ARTICLES OF INCORPORATION**

---

**NAME AND ADDRESS OF HOA PRESIDENT**

---

**FMO DISTRICT NUMBER AND SECTION LETTER**

---

**FMO PARK REPRESENTATIVE(S)**

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**NAMES OF HOA DIRECTORS WITH OFFICE, IF ANY, AND FMO NUMBER**

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**EMAIL FORM TO: [FMOGoldAward@gmail.com](mailto:FMOGoldAward@gmail.com)**

# Inside The Gate, Manufactured Home Park Contracts In FL.

By Sam Page, FMO Communications

Communications Florida's manufactured home communities are more than neighborhoods. They are ecosystems of retirees, working families, seasonal residents, and long-time Floridians who have chosen a lifestyle that blends affordability with independence. However, beneath the pastel shutters and neatly trimmed lawns lies a legal structure unlike any other in American housing, creating a hybrid relationship that is part real estate, part landlord-tenant, and part consumer protection law.

In Florida, that relationship is governed not by guesswork or handshake agreements but by a detailed body of law: Chapter 723, Florida Statutes, known as the Florida Mobile Home Act. For anyone signing a manufactured home park contract, a first-time buyer, a snowbird settling in for the season, or a long-time resident renewing a lease; understanding this law is not optional. It is essential.

This article will briefly explain what Florida law requires, what park owners must disclose, what residents must watch for, and why the contract you sign is only half the story. The other half is written in statute, and in Florida, statutes rule the day.

## **A Hybrid Housing Model with Unique Legal Risks**

Manufactured home living in Florida is built on a paradox. Residents often invest tens or hundreds of thousands of dollars in a home they own outright. Yet the land beneath that home, the lot, the foundation, the utilities, the infrastructure—belongs to someone else. That means the value of the home depends heavily on the stability, fairness, and legality of the park owner's contract. A traditional homeowner can rely on property rights. A traditional renter can rely on landlord-tenant law. Manufactured homeowners fall somewhere in between, and that is why Florida created Chapter 723: to protect homeowners from losing their investment due to unfair contracts, sudden rent spikes, or arbitrary rule changes.

## **What the Law Requires Before You Sign**

Florida law is unusually specific about what must be disclosed before a resident sign a manufactured home park contract. The goal is transparency, no surprises, no hidden fees, no "gotchas." If a park has 10 or more lots, the park owner must provide a prospectus with a legally binding disclosure document before a resident signs a lease or pays a deposit. The prospectus must include:

- All fees and charges
- Rent structure and increases
- Park rules and regulations
- Utility arrangements
- Services provided by the park
- Maintenance responsibilities
- Procedures for rule changes
- Eviction and termination rights

The prospectus is not a brochure... It is a contract supplement with the force of law. If the prospectus and the lease conflict, the prospectus controls. Residents must receive the prospectus at least 90 days before the effective date of any new or changed rules that materially affect their tenancy. This prevents park owners from slipping in new restrictions without notice and Florida law requires that every fee including pass-through charges to administrative costs be disclosed in writing. Undisclosed fees are unenforceable.

## **The Lot Rental Agreement**

A valid Florida manufactured home lot rental agreement is forged from Florida Statutes, and must include procedures for rent increases, rule changes, and maintenance obligations for the park and its residents. Terms of tenancy and rents are an essential part of any contract and careful attention should be paid to these elements expressly. If any of these elements are missing, the contract may violate Chapter 723.

While rent increases are the most contentious issue in manufactured home communities, Florida law does not cap rent, but it does regulate the process. Chapter 723 requires that rent increases be reasonable. While "reasonable" is not defined by a specific

percentage, courts consider market conditions, operating costs, property taxes, inflation and most importantly, comparable rents in similar parks. While each plays a role in defining future rent increases, current economic conditions will prevail and reasonable must be the operative word.

### **Red Flags in Manufactured Home Park Contracts**

Even with Florida's strong legal protections, some contracts contain provisions that should make any resident pause. Thorough examination of the contract is essential to watch for red flags. If the contract allows rent increases "at the owner's discretion," it may violate Chapter 723 and any clause allowing rule changes "at any time" without notice is unenforceable. When it comes to work around your home residents cannot be forced to use park-approved contractors unless the prospectus explicitly allows it. When it comes to maintenance responsibilities if the contract does not clearly assign responsibilities, disputes are inevitable and can create a whole new set of problems. Most importantly pay attention to the eviction process as delineated in the contract, any clause allowing eviction "for any reason" is strictly illegal.

### **Why Reading the Contract Is Not Enough**

Keep in mind manufactured home park contracts in Florida do not exist in a vacuum. They exist within a legal framework that overrides any clause that violates state law. A contract may say one thing, the law may say another and in all cases the law wins. Residents must therefore read:

- The lease
- The prospectus
- The park rules
- Chapter 723

Only then can they understand the full picture.

### **Knowledge Is Power**

Manufactured home living in Florida offers community, affordability, and independence. But it also requires vigilance. The contract you sign is only the beginning. The real protection comes from understanding the law that governs that contract. Chapter 723 is not just a statute, it's a shield, one designed to protect homeowners from unfair practices, sudden changes, and the imbalance of power inherent in a system where residents own their homes but not the land beneath them.

In Florida, it's the law. And knowing the law is the best protection a homeowner can have.

## **DO YOU KNOW WHAT A SILCROW ( § ) IS?**

This is the Section sign. It is often used to denote individual sections of a document, often in legal documents. For example, you may see something like §723.037 referring to a single statute. When referring to multiple statutes, you may see something like §§723.037-723.038. Also known as a silcrow, you will start seeing it in this and all future issues of this magazine when referring to specific statutes.

### *Make Tracks to...*



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# INSIDE PRIVATE EQUITY

By Bob Anderson, FMO Communications Chairman

## The Market

A mobile home park's "market" refers to the geographic and economic area from which the park draws residents and competes with other housing options. Investors, appraisers, lenders, and park owners determine it using a combination of location, demand, housing alternatives, and demographics. It is useful to understand how this concept drives park valuation, rent increases, and investor strategy. Below are the main ways a park's market is determined.

### Geographic Market Area

The first step is identifying the physical area where tenants realistically come from.

Typical factors include driving distance to jobs, nearby towns or counties, school districts, transportation routes, and healthcare facilities.

For example, a park near Tampa Bay might draw residents within a 10-30 mile radius. Rural parks may draw from several counties because fewer housing options exist. In appraisals, this is often referred to as the Primary Market Area (PMA).

### Comparable Mobile Home Parks

Appraisers and investors then identify similar parks competing for the same residents. They analyze nearby parks with similar rents, age restrictions (55+ vs family parks), lot size and amenities, management structure (land lease, ROC, co-op). The typical comparison radius is:

- Urban/suburban: 5-15 miles
- Rural: 15-50 miles

These parks become the "competitive set".

### Housing Alternatives

Mobile home parks compete with other low-cost housing, not just other parks. Market analysis usually includes apartment rents, small single-family rentals, other mobile home parks, and RV parks or seasonal housing.

Example:

If apartments rent for \$1,400/month, investors know a lot rent of \$700-\$800 may still attract residents.

### Demographic Demand

Market demand is heavily influenced by the area's population profile.

Key factors include:

- Median household income
- Population growth
- Age distribution
- Retirement migration
- Employment sectors

Manufactured housing markets are strongest where:

- Wages are moderate or low
- Housing shortages exist
- Land prices are rising
- Retirees are moving in

A lot of demographic information can be found through the U.S. Census Bureau's American Community Survey (ACS). The ACS has a bit of a learning curve to it, but help can be found online and through YouTube videos.

### Housing Supply Constraints

Investors study how difficult it is to build new manufactured housing communities. This affects the market dramatically. Factors include zoning restrictions, local opposition, infrastructure requirements, land costs, and environmental rules.

Because new mobile home parks are rarely built, the market often becomes supply-constrained, which increases the value of existing parks.

**of its customers, residents, or demand.** Typically, 60-80% of customers or residents come from this area.

**Rent and Occupancy Data**

Market determination also looks at operating performance.

Key indicators:

- Average lot rent in the area
- Occupancy rates
- Waiting lists
- Rent growth trends

Example:

Metric	Market Strength
Occupancy	95-100%
Rent Growth	4-10% annually
Vacancies	Very low
New Supply	Almost none

The above chart signals strong demand.

**Investor and Appraisal Method**

Professional appraisers and institutional investors often use a formal market study, including:

- Geographic Information System (GIS) mapping of competing parks
- Rent surveys
- Demographic analysis
- Economic forecasts
- Comparable sales.

This analysis ultimately determines the park’s valuation and potential rent levels.

**Why This Matters (Especially in Today’s Investment Climate)**

For private equity and institutional investors:

- The market definition determines how much rent they believe they can raise.
- It drives valuation models.
- It influences acquisition prices.

Because mobile home parks often operate in markets with limited supply, investors sometimes justify aggressive rent increases by claiming the park’s market supports higher rents.

\*\*\*\*\*PRIMARY MARKET AREA\*\*\*\*\*

**Primary Market Area (PMA)** is a term used in real estate, retail analysis, and property valuation. It refers to the **main geographic area from which a property draws the majority**

**How Investors Use the PMA to Justify Higher Lot Rent**

**1. Define an Extremely Large PMA**

Instead of using a local market, investors define a very large geographic area.

Example:

A park in Pasco County might have its PMA defined as:

- Pasco County
- Pinellas County
- Hillsborough County
- Hernando County

Radius: **30-50 miles.** This expands the number of comparable parks.

**2. Include Higher-Rent Parks in Wealthier Areas**

Once the PMA is large, investors include parks in much wealthier areas.

Example:

Park Location	Avg. Lot Rent
Holiday, FL	\$650
New Port Richey, FL	\$700
Palm Harbor, FL	\$900
Clearwater, FL	\$1,050

Average rent across the PMA becomes \$825, even though the subject park’s local market might only support \$650-\$700.

**3. Calculate “Market Rate”**

Investors then say: “Market rent in the primary market area is \$825.” If the park currently charges \$600, they claim “Rents are \$225 below market.”

**4. Justify Rent Increases**

The investor then raises lot rent to close the “gap”.

Example:

Current Rent Claimed Market Rent

\$600-\$825

Increase plan:

Year 1→\$675

Year 2→\$750

Year 3→\$825

**5. Use the New Rent to Increase Property Value**

Mobile home parks are valued using cap rates.

**Formula:**

Property Value = Net Operating Income ÷ Cap Rate

**Example:**

Before rent increase:  
 NOI = \$500,000  
 Cap Rate = 6%  
 Value = \$8.3 million

After rent increases:

NOI = \$700,000  
 Cap Rate = 6%  
 Value = 11.6 million

The rent increase creates **\$3.3 million in paper value.**

**Why the PMA Can Be Manipulated.**

The PMA is not legally fixed. It is a dynamic economic concept defined by functional, market-driven factors—such as consumer behavior, demographic shifts, and competition—rather than rigid geographic or political boundaries. Appraisers and investors can adjust it based on:

- Drive time
- Comparable property availability
- Population patterns
- Regional housing demand

Because mobile home parks are scarce, investors argue “residents will travel farther for affordable housing.” This justifies larger PMAs.

**Example of PMA Manipulation (Common in MHP Underwriting)**

Method	Result
Expand PMA Radius	More comparables
Include luxury parks	Higher rent averages
Exclude low-rent parks	Removes downward pressure
Use median rent	Masks cheaper parks

**What Residents Often Argue**

Residents and tenant advocates often argue that the true market area is much smaller.

**Example:**

Instead of a 50-mile PMA, residents say the market is:

- 10-15 miles
- Same county
- Similar income demographics

When this is done, the “market rent” is often much lower.

**Example Comparison**

Method	Market Rent Result
Investor PMA (40 miles)	\$825
Local PMA	\$690

**Difference: \$135 per lot per month**

**For a 150-lot park, that equals:**

135 x 150 x 12 = **\$243,000 per year**

**Why This Matters in Mobile Home Parks**

The PMA directly affects:

- Rent increase justification
- Appraisals
- Financing
- Cap rate valuations
- Resident disputes

This is why PMA definitions are often contested in rent disputes and litigation.



# CAPITOL BEAT

By FMO Legislative Counsel, Nancy Black Stewart



## Summertime in Tallahassee!!

It is hot and humid in Tallahassee during our summer months. Really hot, and really humid! This city is landlocked and does not enjoy water breezes from either the Atlantic or the Gulf, as does the rest of our peninsula. Since the Regular Session adjourned on March 13, the Legislature has returned to town for three separate Special Sessions.

During each Special Session, only the specific issues within the Proclamation to call them back may be addressed. The Legislature has returned to redraw the boundary lines for Florida's congressional districts. During the Special Session E they passed the state budget for 2026-27 and the tax relief package, (more on this below). And finally, on June 2 they passed the proposal to increase the homestead exemption which will be placed on the ballot for the voters to decide in the November general election. As our Legislators return to their home districts, they are hopeful there will be NO MORE Special Sessions! Tallahassee's weather is awful in the summer!

During the Regular Session, the Legislature passed Senate Bill 594, (2026), relating to local housing assistance plans. As of June 4, it has not yet been transmitted to the Governor. There is no required timeframe by which the Legislature must send an enrolled bill to the Governor for his decision. (An enrolled bill has passed both the House and the Senate.)

A BIG thanks to all of you who heeded the call to action for outreach to legislators to let them know of your need and support for SB 594 and HB 267!! You made a difference!!

On June 4, there are 17 bills on the Governor's desk awaiting his action, and 97 enrolled bills have not been presented to him. There were also 11 bills passed during the budget Special Session. When the Governor receives the bill, he may sign the bill into law or veto it within 15 days, or it will take effect on July 1 without his signature. With hope for a good outcome, next steps for mobile homeowners will be at the local level with your county housing office. Please see the language of the bill here: <https://www.flsenate.gov/Session/Bill/2026/594>

FMO was not involved with the Special Session for Congressional maps.

However, the budget session was very important! The Mobile Home Tie-Down Program was fully funded with \$ 2.8 million in the budget for the next fiscal year. The funding formula for our share of the \$ 10 million total is in the statute, (s. 215.559 (2) (a), F.S.), but it must have specific funding authority in the Appropriations Bill each year. [Please see article by the Program Director, Jennifer Shaw, within this *FMO Magazine* for more information!]

### During Special Session E:

Again, a BIG thanks to all of you who contacted specific Senators about the importance of the House tax bill as explained below! The Senate was resistant until they heard from you!!!

- The tax relief package (**HB 7031E**, 2026) has language for a 3% cap on the amount of rate increase in the annual assessment on the value of the park or community.
- Current law provides the assessment of the part for ad valorem tax purposes may be increased up to 10% each year because it is commercial property.
- The taxpayer/park owner will be the applicant to obtain this reduction and must attest that the park meets the two criteria which include:
  - ✓ 75% of the homes must have a lot rental agreement for at least one year; and,
  - ✓ The ad valorem tax bill must be passed on to homeowners.
- The Governor has not received the bill yet, (6/4), to take action, but the mobile home park provision is within the bill that provides for our state sales tax holidays and other broader tax relief measures.
- Once the bill becomes law, the Department of Revenue will develop an application form through emergency rulemaking.
- HB 7031E will be part of the statutes as soon as it becomes law.
- Our new statutory language will be: **s. 193.626, Florida Statutes**, when it is approved by the Governor. It will apply to the 2027 property tax roll.
- If the park meets the criteria and the taxpayer/park owner is approved for the reduced rate increase, it should reduce the amount of the ad valorem tax that is passed on to homeowners!

tax purposes!

The Legislature addressed increasing the homestead exemption during Special Session F:

- CS/House Joint Resolution 1F will be placed on the November ballot, and 60% of the voters who vote must approve it in order to change the Florida Constitution.
- The other bill that passed in Special Session F (CS/SB 4F) will make changes to general law to administer the ballot language if it is adopted.
- These are the only two bills that passed in Special Session F.
- Since mobile homeowners do not own their underlying land, one might imagine that we don't care about this issue. However...
- Our members must be alerted to the local government services that will be affected by this major change in Florida's tax system...each local government will be making these decisions.
- Local governments use ad valorem taxes to provide services.
- The costs and expenses to continue to provide these services with greatly reduced income from property taxes, will be paid by the consumer, which includes our members...it will simply be called a charge, or fee, or assessment.
- A few possibilities that have been discussed publicly include: collapse city law enforcement into the county Sheriff's office; reduce garbage collection to every 2<sup>nd</sup> or 3<sup>rd</sup> week; charge a fee to access local libraries or recreation areas; fund fire protection and emergency response through an increased monthly assessment; reduce road repair and maintenance; reduce county health department services and/or fund through fees.
- There was discussion about bad decisions by local governments relating to fiscal responsibility or budgeting with the idea that this change will demand greater scrutiny of the local government budgeting process.
- The proposed change to the Constitution provides no direct benefit to mobile/manufactured homeowners.
- The proposed changes are expected to dramatically increase costs for services and affect the quality of life within each community.

I realize this is a lengthy article so I thank you for your patience. There is already confusion about the differences between the possible property tax break for you that is found in HB 7031E and the proposed ballot language to increase homestead exemptions. I hope the above information will help you keep it all sorted out!!

Enjoy your summer!

## **Do We Have Your Correct Email Address?**

It's been brought to my attention that some people may not be getting emails from FMO. People are not receiving newsletters, Watchdog alerts (legislative news), or even this magazine. It may be because we do not have your correct email address. It may not have been provided to us, or it may not have been entered correctly into our system. If you want to receive FMO emails but are not doing so, please call the office at 321-214-4300. It only takes one incorrect letter or number to render an email address invalid.



# The Legal Services Corporation

"America's Partner for Equal Justice"

By Bob Anderson, FMO Communications Chairman

The U.S. Constitution guarantees access to a lawyer when someone is accused of a crime. However, there is no constitutional right to an attorney when someone faces a civil action, such as an eviction. Congress created the Legal Services Corporation (LSC) in 1974 to ensure that low-income individuals and families have access to justice and due process. LSC is an independent nonprofit 501(c)(3) organization, providing essential grants to support high-quality civil legal assistance for individuals facing economic hardships.

LSC is the largest funder of civil legal aid in the U.S. They promote equal access to justice by finding high-quality civil legal assistance for low-income Americans. LSC currently funds 130 local legal aid programs in every congressional district and five U.S. territories. With more than 800 offices nationwide, these organizations serve thousands of families, veterans, senior citizens, and individuals in every congressional district.

LSC grantees help constituents who live in households with annual incomes at or below 125% of the federal poverty guidelines – in 2026, \$15,650 for an individual, and \$32,150 for a family of four. Eligible constituents span every demographic and live in rural, suburban, and urban areas. They include veterans and military families, those affected by opioids and addiction, victims of natural disasters, domestic violence survivors, families with children, homeowners and renters, the disabled, and the elderly. More than 72% of the clients are women, many of whom are struggling to keep their children safe and their families together.

LSC grantees provide a wide range of civil legal assistance to their clients. The most frequent cases involve:

- **Housing:** In 2020, LSC grantees handled nearly 254,000 housing cases, helping hundreds of thousands of people secure or retain access to safe, affordable housing. In many jurisdictions, 90% of landlords are represented by counsel, while 90% of tenants are not. Housing cases represent the second largest category of cases closed by LSC grantees, comprising 28.7% of total cases closed in 2020.
- **Family Law:** LSC grantees help victims of domestic violence by obtaining protective and restraining orders, help parents obtain and keep custody of their children, assist family members in obtaining guardianship for children without parents, and handle other family law matters. In 2020, LSC reported 138,017 cases involving domestic violence.
- **Helping Veterans and Military Families:** LSC grantees assisted 32,000 veterans and their families with a range of legal problems in 2020. In 2020, LSC launched a national Veterans Task Force to strengthen the role of civil legal aid organizations in providing assistance to veterans. Legal assistance for housing and employment is especially critical given that veterans are more likely to be homeless than non-veterans and are twice as likely to have a disability.
- **Natural Disasters:** LSC has a long history of helping victims of natural disasters. Working in partnership with the Federal Emergency Management Agency (FEMA), the American Red Cross, and national and local recovery organizations, LSC grantees set up recovery hotlines, staff FEMA disaster recovery centers, and provide direct representation to low-income survivors.
- **Rural Areas:** Nearly 10 million rural residents qualify for LSC-funded services. While 20% of the nation's population resides in rural communities, only 2% of lawyers serve them. In some states, there are counties without any attorneys, and in some rural communities, people must drive long distances to get help. In 2016, LSC established a Rural Summer Legal Corps to allow law students from across the country to provide legal services to low-income Americans living in rural communities.



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# GCSC Mobile Home Tie-Down Program

## Frequently Asked Questions Part 4

By Jennifer Shaw

### ***What is the GCSC Mobile Home Tie-Down Program?***

The Mobile Home Tie-Down Program (MHTDP) is a state-funded grant program through the Florida Division of Emergency Management (FDEM). Gulf Coast State College (GCSC) contracts with Florida-licensed mobile home installers (vendors) to inspect and improve tie-downs on older manufactured and mobile homes. The program assigns work to contracted vendors who bill the college, and GCSC is then reimbursed for program costs under the FDEM grant. The GCSC Mobile Home Tie-Down Program will never ask homeowners to pay for tie-down inspection and installation services.

### ***What is the contract process?***

Each year the Florida Division of Emergency Management must wait for the state legislative budget to receive the governor's approval. FDEM then issues the contract to Gulf Coast State College to manage the Mobile Home Tie-Down Program grant funds. GCSC issues contracts with Florida-licensed mobile home installation vendors to perform the work for the grant year. Our contracts are approved by the GCSC Board of Trustees. Some years this process takes longer than others, pending approval processes or State of Emergency events.

### ***Why isn't there a box to check on new Park applications for removable skirting or non-removable skirting?***

The Park Application includes a section indicating whether most of the park's skirting is easily removable, as well as the estimated percentages of each skirting type, since skirting types can vary throughout a park. Whether a home's skirting is removable or non-removable is determined by the vendor at each home inspection.

### ***Why don't we hire more vendors?***

We currently contract with two vendors for state-wide coverage, and the annual \$2.8M grant award is fully expended each year. Contracting with additional vendors does not mean work is performed faster, it means each vendor has less funding available to complete current assignments. We have a very intensive Request for Proposals process to vet licensed installers and strive to contract with the most experienced teams capable of handling our large-scale project at the best available rate.

### ***Why aren't the installation vendors finishing a park before moving on?***

Many of the parks currently assigned are quite large (800-1200 homes each), which takes longer to complete. Large parks are encouraged to host multiple community information meetings to ensure all residents are aware of the program and have time to sign up. Vendors can also work more than one park at a time to allow for additional enrollments while a park is in progress. At the end of the grant year, vendors pause installations until the grant funding and contracts are renewed.

### ***How many parks are signed up and waiting?***

There are currently 170 parks on the waiting list pending services.

### ***What parks have been completed?***

Too many to list in the newsletter! Since program inception in 1999-2000, the Mobile Home Tie-Down Program has completed about 450 parks and over 69,000 homes between Tallahassee Community College and Gulf Coast State College combined.

### ***How many homes are completed each year?***

The number of homes completed each year varies. The vendors are paid per tie-down component installed. Each home is evaluated individually, and may receive as few as 2 tie-downs, or as high as 40! The size of a home, access, and the ability to complete installations vary by home. Because the number of tie-downs installed varies, the number of homes we can complete each year also varies. Last grant year the program completed about 760 homes. This year the program should complete around 850.

That's the end of our Frequently Asked Questions series! The next FMO article will have our annual progress update. For more information about our program, email [tiedownprogram@gulfcoast.edu](mailto:tiedownprogram@gulfcoast.edu), call 448-201-6882, or visit our website at [www.gulfcoast.edu/tiedownprogram](http://www.gulfcoast.edu/tiedownprogram).

Jennifer Shaw, Program Manager  
GCSC Mobile Home Tie-Down Program



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# NIMBY

## What is it and how to fight against it.

By Bob Anderson, FMO Communications Chairman

Have you ever noticed a situation where a new mobile home park is being planned or built, or an existing park is being expanded, and suddenly you start seeing news stories about people protesting it? That is a prime example of “NIMBYism” or “NIMBY” for short. NIMBY is an acronym for “Not In My Back Yard.” It is a pejorative term for a mindset in which people may support something in principle but oppose its construction or occurrence near where they live.

### Common examples:

People may say they support

- Affordable housing (including manufactured housing).
- Homeless shelters.
- Renewable energy (wind farms, solar fields).
- Prisons.
- Transit hubs.

...but object when one is proposed **in their own neighborhood.**

### When people go NIMBY, it's often driven by concerns such as:

- Property values.
- Noise, traffic, or congestion.
- Safety or crime fears.
- Changes to neighborhood “character”.
- Environmental impact.

### Related terms you may see:

**YIMBY** - *Yes In My Back Yard* (supports local development, especially housing)

**BANANA** – *Build Absolutely Nothing Anywhere Near Anything* (more extreme version)

### Fighting back against NIMBY

Fighting against NIMBYism isn't about complaining about your neighbors. It's about **out-organizing, reframing** their complaints and arguments, **and outlasting** those who oppose what is being proposed or developed in your neighborhood. We will examine how to fight back against NIMBY from two perspectives. First, we will look at general ways to fight NIMBY; second, we will look at how to counter NIMBY actions against manufactured housing parks.

### PART 1: Fighting NIMBY in general

#### A. Reframe the Argument

NIMBY fights are often emotional, not factual. So, change the framework of the argument. The examples shown below are common NIMBY arguments, followed by strong

counterarguments.

- “It'll hurt property values.” → “Stable housing reduces displacement and volatility.”
- “It's unsafe.” “Well-managed projects reduce crime compared to instability.”
- “It doesn't fit the neighborhood.” → “Neighborhoods change. That's how they survive.”
- “We support it, just not here.” → “Everywhere says that, so nothing ever gets built.”

**TIP:** Frame the issue as **fairness** and **shared responsibility**, not ideology.

#### B. Show Who Benefits Locally

NIMBYs often dominate meetings because supporters stay quiet.

Highlight **local wins**:

- Seniors aging in their own home.
- Adult children who can't afford rent nearby.
- Teachers, nurses, service workers commuting long distances.
- Local businesses that need workers.

**TIP:** Focus on real people and their stories. Use statistics that are accurate and verifiable.

#### C. Organize Before the Meeting (not at it)

Public hearings are usually theater. The real fight happens before.

Do this early:

- Build a small coalition (tenants, unions, faith groups, students, nonprofits, etc.).
- Get written support letters/emails submitted ahead of time.
- Identify one credible local spokesperson (not an outsider).
- Ask decision-makers where they are undecided – and target those votes.

**TIP:** NIMBYs show up loud; we show up **prepared.**

#### D. Use Process and Law to Your Advantage

Ironically, the same rules NIMBYs weaponize can work for you.

Depending on location:

- State housing mandates / fair housing laws.
- Zoning reform or density bonuses.
- “By-right” development rules.
- Anti-discrimination or exclusionary zoning challenges.

**TIP:** If a project is **legally compliant**, emphasize that denying

it would create a **litigation risk** for the city or board.

### E. Don't Debate Vibes, Stick to Standards, Facts & the Law

NIMBY objections often rely on vague fears.

Redirect to **objective criteria**:

- Does it meet zoning requirements?
- Does it meet safety codes?
- Does it meet environmental review requirements?

**TIP:** If the above answers are yes, then opinions not based on fact are not a legal basis for denial. This forces officials to choose between **law** and **political theatrics**.

### F. Split the Opposition

NIMBY groups are rarely unified.

Some care about:

- Parking.
- Height.
- Traffic.
- Design aesthetics.

If you can:

- Offer minor concessions (design, setbacks, landscaping).
- Keep the core project intact.
- Peel off “soft” opponents.

**TIP:** You don't need to win everyone – just enough.

### G. Normalize YIMBY Voices

Silence = consent in public processes.

Encourage supporters to:

- Speak calmly and briefly.
- Thank officials for approving housing.
- Share personal stories.
- Avoid attacking neighbors (that usually backfires).

**TIP:** Decision-makers notice **tone** as much as content.

### H. Play the Long Game

NIMBYism thrives because it's **consistent**.

Counter it by:

- Showing up repeatedly.
- Supporting pro-housing candidates.
- Pushing rule changes (zoning, approvals, timelines).
- Documenting bad-faith opposition for future fights.

**TIP:** You don't defeat NIMBYism once. You **weaken it over time**. NIMBYism wins when it feels inevitable and emotional. It loses when confronted with **organization, legality, fairness, and persistence**.

## **Part 2: Fighting NIMBY actions against mobile home parks**

### A. Fair Housing Act (FHA) Claims

Challenge zoning or permitting decisions that have a *discriminatory effect* on protected classes (race, disability, familial status, national origin).

How NIMBYs attempt to use this:

- Blocking new parks.
- Imposing design or lot-size rules that effectively exclude low-income residents.
- Selectively denying permits.

### **Why it works for us (and not for NIMBY)**

Local governments must justify decisions with **legitimate, non-pretextual reasons** backed by evidence.

### B. State Preemption Laws

They limit how far local governments can go when restricting manufactured housing.

#### **Florida example:**

Local governments cannot **outright ban manufactured housing** if it meets HUD standards and is allowed in residential zones.

#### **Common wins:**

- Overturning blanket bans.
- Challenging excessive design requirements.

### C. Spot Zoning & Arbitrary Decision Challenges

Attack zoning changes that single out one park or parcel without a valid planning basis.

#### **Used when:**

- A city downzones a specific mobile home park.
- A rezoning only applies to one community under pressure from neighbors.

### D. Right-to-Relocation statutes

Require park owners to provide:

- Advance notice.
- Relocation assistance.
- Compensation for moving homes.
- Florida highlights:
- Statutory notice periods.
- Mandatory relocation payments for homeowners.
- Special protections for seniors.

#### **How this counters NIMBY:**

- Raises the cost of closure-driven redevelopment that neighbors often push for.

### E. Failure to Comply With Statutory Closure Procedures

Stops or delays closures when owners skip required steps.

#### **Common Violations:**

- Insufficient notice.
- Underpayment of relocation costs.
- Misclassification of residents.

**Result:**

Courts can enjoin redevelopment or force compliance.

**F. Good-faith negotiation requirements**

**What they do:**

Force park owners to negotiate rent increases honestly and transparently.

**Used when:**

- Rents spike after political pressure or redevelopment rumors.
- New owners exploit uncertainty.

**Remedy:**

Administrative complaints, arbitration, or court review.

**G. Unconscionability & Retaliation Claims**

**What they do:**

Challenge rent hikes or rule changes imposed after residents:

- Speak at hearings.
- Organize.
- Oppose rezoning.

**Why it matters:**

NIMBY pressure often coincides with retaliatory behavior by owners.

**H. Right of First Refusal / Opportunity to Purchase**

**What it does:**

Gives residents advance notice and time to organize when a park is for sale.

**Strategic benefit:**

Prevents speculative sales driven by outside pressure.

**Often paired with:**

- Cooperative conversions.
- Nonprofit acquisition.

**I. Resident Cooperatives & Land Trusts**

**What they do:**

Convert parks into resident-owned communities.

**Legal strength:**

- Stabilizes zoning status.
- Reduces redevelopment risk.
- Undermines “temporary use” arguments.

**How they counter NIMBY:**

Turns residents into long-term stakeholders, not “interim occupants”.

**J. Strategic Pressure Tools (not lawsuits, but legal leverage).**

- HUD complaints (often faster than court).
- State housing agency complaints.
- Attorney General civil rights complaints.
- Administrative appeals (cheaper than litigation)

**AGF**

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# Legal Ease

Jeremy Anderson



***The Park Manager sent out a notice reminding the residents that political signs are prohibited in anticipation of the upcoming midterm elections. Our park rules only state that “One (1) For Sale or One (1) For Rent sign may be displayed on a lot when the home is listed for sale or for lease. However, it does not explicitly prohibit the display of any other signs. Are political signs permitted?***

The Park Manager cannot enforce unadopted rules. If it is accurate that the rules do not address/prohibit any other signage except “For Sale” or “For Lease” signs, then it appears that political signs would be permitted unless or until a duly noticed rule prohibiting political signage is adopted.

Per Section 723.037, FS, changes to rules must be noticed not less than 90 days in advance of implementation and are subject to a challenge based upon reasonableness.

Please note that Section 723.058(1), FS, permits the display of a “For Sale” sign on or in a mobile home, subject to adopted size, placement, and character rules. Notably, “For Lease” signs are excluded. This means that all other signs may be regulated or outright prohibited by a rule adopted pursuant to Section 723.037, FS, which would include “For Lease” signs or political signs.

In sum, the adoption of a rule prohibiting political signs could be adopted and is likely considered reasonable. A violation of a properly adopted sign rule could result in eviction.

***Our Park Owner has woefully failed to maintain the portions of the park in a safe condition and has permitted an unreasonable amount of trash and debris to accumulate in the common areas, resulting in the prevalence of rodents and mosquitoes.***

As for the accumulation of trash, Section 513.012, FS, provides the state and local health departments with jurisdiction over mobile home parks for sanitation, control of communicable diseases, illnesses, and hazards to health among humans and from animals to humans, and permitting and operational matters in order to protect the general health and well-being of the residents of and visitors to the state. While having more details would be helpful, it is possible that the situation you describe violates Rule 64E-15.008 Insect and Rodent Control. In pertinent part, this rule requires parks to be kept free of refuse, debris, garbage, wastepaper, and rubble, all of which may provide harborage for rodents. It would be prudent to contact the local department of health. I suggest you reference this rule when reporting the alleged violations. It is also possible that your County/City may have land development code provisions that would render this situation

subject to Code enforcement.

If you are not successful in utilizing the health department or code enforcement, the Association or any homeowner could pursue the park owner under Section 723.023, Florida Statutes, to enforce the Park Owner’s general maintenance obligations. Please note that in such an action, the prevailing party would be entitled to the recovery of attorneys’ fees and costs.

***Currently, our bylaws provide that a quorum at a meeting of the membership is not less than a majority of all members. We rarely achieve this level of attendance. What are our options so that we can better conduct business?***

Section 723.078(1)(b)1., FS, provides as follows:

*Unless otherwise provided in the bylaws, 30 percent of the total membership is required to constitute a quorum. Decisions shall be made by a majority of members represented at a meeting at which a quorum is present.*

Based on the cited statutory language, the Bylaws can be amended to lower the quorum threshold, including to less than 30%, which is the default quorum if the Bylaws fail to provide for a stated quorum.

Note – pursuant to Section 723.078(1)(b)2.b., FS, an election is valid so long as at least 20% of the eligible voters cast a ballot. This applies even if a quorum cannot be achieved.

***Our HOA refuses to provide members access to written attorney opinions it has received. Does the HOA have an obligation to provide the members access to those opinions?***

The records you are seeking are subject to attorney-client privilege. Attorney-client privilege protects confidential communications between an attorney and the attorney's client that are made for the purpose of seeking or providing legal advice. For a Chapter 723, FS, association, the "client" is the corporate entity (the association), acting through its authorized representatives, typically the board of directors.

Examples of such protected communications include:

- Legal opinions regarding enforcement of governing documents.
- Advice concerning litigation or threatened litigation.
- Interpretations of Chapter 723, Florida Statutes.
- Advice concerning contracts, elections, recalls, or disputes with homeowners.
- Communications regarding settlement strategies.

The purpose of the privilege is to allow the board to communicate candidly with counsel and obtain legal advice without concern that those communications will later be disclosed to adverse parties or others.

A common misconception is that because association members collectively "own" or fund the association, they are entitled to review all communications between the association and its attorney. Florida law does not support that position.

The association is a separate legal corporation. The attorney represents the corporation, not the individual homeowners. As a result:

- Individual members are not the attorney's clients.
- Members do not possess the privilege.
- Members cannot waive the privilege.
- Members cannot compel disclosure of privileged legal advice merely because they are association members.

Allowing unrestricted member access to privileged communications would effectively destroy the privilege and undermine the board's ability to obtain candid legal advice.

Section 723.079, Florida Statutes, grants homeowners the right to inspect many association records. However, that right is not unlimited.

Florida courts have long recognized that attorney-client privileged communications are exempt from disclosure requirements applicable to association records. Although Chapter 723 does not contain the same detailed attorney-client privilege language found in Chapters 718 and 720, the privilege arises from Florida common law and the Florida Evidence Code, particularly Section 90.502, Florida Statutes.

Accordingly, records requests generally do not require production of:

- Attorney opinion letters.
- Legal memoranda.
- Emails between association counsel and the board seeking or providing legal advice.
- Litigation strategy documents.
- Settlement discussions with counsel.
- Documents prepared in anticipation of litigation.

***Our HOA refuses to have more than one membership meeting per year. Is this appropriate?***

Per Section 723.078(2)(b), FS, the Association is required to hold only one membership meeting each year. Thus, your Association is in compliance with the minimum requirements of the law.

This is actually common as matters in which the membership vote is rather limited. Other than voting for elections, recalls, and other items specifically reserved in the Bylaws to be voted on by the members, the authority to vote on most items is vested with the Board of Directors.

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**FAIR DEBT COLLECTION PRACTICES ACT:** Please be advised that the law firm of Anderson, Givens & Fredericks, P.A. is engaged in the practice of debt collection and any information obtained by Anderson, Givens & Fredericks, P.A. may or will be used to effect the collection of a debt.

### **Are You Turning 90 or 100 Years Old?**

If so, FMO wants to celebrate you! This year marks an extraordinary milestone: 90 – 100 years of life, laughter, and lasting influence. From witnessing history to creating cherished family traditions, your journey is a reminder that a life rich in purpose and connection leaves an enduring mark on generations to come. We would like to put your picture in our magazine. Please provide a photo and a brief bio of yourself, and email it to the Magazine Editor, Bob Anderson, at [bob57@yahoo.com](mailto:bob57@yahoo.com).

# Fair Debt Collection Practices Act (FDCPA)

By Bob Anderson, FMO Communications Chairman

The FDCPA is the primary federal law that limits how debt collectors may attempt to collect certain consumer debts. It prohibits **abusive, unfair, and deceptive** collection practices. In general, it applies to **consumer debts for personal, family, or household purposes** and mainly regulates **debt collectors**, especially third-party collectors, rather than every original creditor.

Examples of conduct the FDCPA restricts include harassment or abuse, false or misleading statements, unfair practices, and certain improper communications. It also gives consumers certain rights, including the right to receive validation information about the debt and, in some situations, to dispute it.

## Side-by-Side Comparison of FDCPA (federal law) and FCCPA (Florida state law)

### FDCPA vs FCCPA (Key Differences)

#### Basic Scope

- **FDCPA (Fair Debt Collection Practices Act)** Federal law that applies nationwide and primarily regulates **third-party debt collectors**.
- **FCCPA (Florida Consumer Collection Practices Act)** Florida state law that applies to **both third-party collectors AND original creditors**.

#### Big Difference:

The FCCPA is **broader** – it covers more types of collectors than the FDCPA.

#### Who is Covered?

##### FDCPA

- Collection Agencies
- Debt buyers
- Attorneys collecting debts
- **✗** Generally **does NOT** apply to **original creditors**

##### FCCPA

- Collection Agencies
- Debt Buyers
- Attorneys
- **✓** **original creditors (like landlords, lenders, mobile home park owners)**

This shows the major difference between the two laws. Florida law goes into conduct the FDCPA doesn't.

#### Prohibited Conduct

Both laws prohibit:

- Harassment or abuse
- Threats or intimidation
- False or misleading statements

#### But

##### FDCPA

- Focuses on standard abusive practices (e.g., calling repeatedly, lying about legal action)

##### FCCPA

Includes **additional restrictions**, such as:

- Claiming a debt is legitimate when the collector **knows it is not**
- Communicating with a debtor in a way that **harasses or abuses**, even if technically truthful
- Disclosing information to third parties improperly
- FCCPA can be **stricter in practice**, especially on “knowledge of wrongdoing.”

#### “Knowledge” Standard (Important Difference)

##### FDCPA

- Violations can occur even without intent (strict liability in many cases)

##### FCCPA

- Often requires proof that the collector **knew** the conduct was wrong (e.g., knowingly enforcing an illegitimate debt)

This sometimes makes FCCPA claims **harder to prove**, but they remain powerful.

#### Damages & Remedies

##### FDCPA

- Up to **\$1,000 statutory damages**
- Actual damages (e.g., emotional distress)
- Attorney's fees

##### FCCPA

- Also allows **\$1,000 statutory damages**
- Actual damages
- Attorney's fees
- Sometimes a broader recovery depending on conduct
- Many lawsuits **bring both claims together**

#### Enforcement

##### FDCPA

- Enforced federally (e.g., Consumer Financial Protection Bureau)

##### FCCPA

- Enforced in Florida courts and by state authorities

#### How They Work Together

In Florida, these laws are often used **at the same time**

- FDCPA → baseline federal protections
- FCCPA → **adds extra protections**, especially against original creditors.

Think of FCCPA as **FDCPA + expanded coverage in Florida**

#### Practical Example

- A **third-party collector harasses you** violates **both FDCPA & FCCPA**
- A **landlord or mobile home park owner uses abusive tactics** →
  - **✗** not FDCPA
  - **✓** FCCPA Violation

#### Bottom Line

**FDCPA = Federal, narrower scope (mainly third-party collectors)**

**FCCPA = Florida, broader in scope (includes original creditors)**

# Florida Deceptive and Unfair Trade Policies Act (FDUTPA)

By Bob Anderson, FMO Communications

The Florida Deceptive and Unfair Trade Practices Act is a Florida state consumer protection law designed to prevent businesses from engaging in unfair, deceptive, or misleading practices.

## Overview of FDUTPA

- Florida Statutes §§ 501.201 – 501.213
- Purpose:
  - Protect consumers
  - Promote fair competition
  - Prevent deceptive, unfair, or unconscionable acts in trade or commerce

## What FDUTPA Prohibits

FDUTPA makes it unlawful to engage in:

### 1. Deceptive Acts

Practices that are likely to mislead consumers:

- False advertising
- Misrepresentation of goods/services
- Hidden fees or bait-and-switch tactics

### 2. Unfair Practices

Conduct that is unethical, oppressive, or substantially harmful:

- Exploitative contract terms
- Taking advantage of vulnerable consumers
- Practices that violate public policy

## Who Can Bring a Claim

- **Consumers** (individuals or businesses harmed)
- **Florida Attorney General**
- **State Attorneys**
- In some cases, **businesses vs businesses**

## Key Legal Standard

To prove a FDUTPA claim, a plaintiff generally must show:

- **A deceptive or unfair act or practice**
- **Causation** (the act caused harm)
- **Actual damages**

## What Counts as “Actual Damages”

- Typically, the **difference in value** between what was promised and what was received
- Does **NOT usually include**
  - Emotional distress
  - Punitive damages

## Remedies Available

- **Actual Damages**
- **Declaratory or injunctive relief** (stop the conduct)
- **Attorney’s fees and court costs** (to the prevailing party)

## Important Features

- **Broad application:** Covers most business activities in Florida
- **No need to prove intent:** Even unintentional deception can violate FDUTPA
- **Consumer-friendly:** lower burden than fraud claims

## FDUTPA vs FCCPA (Quick Contrast)

FDUTPA → Broad consumer protection law (all industries)

**FCCPA** → Focused specifically on **debt collection practices**

## Example

A mobile home park owner advertises “lot rent includes utilities,” but later charges separate fees without disclosure.

→ This could be a **deceptive practice under FDUTPA**

## Breakdown of FDUTPA as it Applies to Mobile Home Parks

### Why FDUTPA Matters in Mobile Home Parks

Mobile home parks are uniquely exposed to FDUTPA because:

- Residents **own their homes but rent the land**
- Moving a home is costly → creates a **power imbalance** between homeowners and park owners
- Park owners control **fees, rules, and disclosures**

This makes **transparency and fairness** legally critical.

## Common FDUTPA Violations in Mobile Home Parks

### 1. Misleading Lot Rent Advertising

#### Risky practices:

- Advertising “\$800 lot rent” but charging:
  - Admin fees
  - Utility pass-throughs
  - Mandatory service bundles

#### FDUTPA issue:

If the **true cost is not clearly disclosed upfront**, it may be considered deceptive.

### 2. Hidden or Junk Fees

#### Common examples

- Trash, sewer, or water fees not disclosed in the lease
- “Administrative” or “Convenience” fees added later
- Mandatory internet/cable packages

#### FDUTPA issue:

Fees must be **clearly disclosed and not misleading** at the time of agreement.

### 3. Bait-and-Switch Sales of Homes

- Showing a model home at one price/condition
- Delivering a different unit or terms

#### FDUTPA issue:

Material misrepresentation = deceptive act

### 4. Unfair Rule Changes

Changing park rules after move-in:

- Pet restrictions
- Parking limits
- Guest policies

#### FDUTPA issue:

If changes are **unreasonable, retroactive, or not properly disclosed**, they may be “unfair.”

### 5. Utility Billing Manipulation

- Marking up water/sewer beyond cost
- Charging estimated vs actual usage without disclosure

#### FDUTPA issue:

Consumers must not be misled about **how charges are calculated**.

## 6. Misrepresentation of Park Conditions

Failing to disclose:

- Flood risks
- Infrastructure issues

### FDUTPA issues:

Omitting key facts can be just as deceptive as false statements.

### High-Risk Area: Private Equity-Owned Parks

FDUTPA exposure often increases when operators:

- Aggressively raise rents
- Add layered fees
- Use standardized, opaque billing systems

### Legal Risk Triggers

- Lack of transparency
- Rapid changes post-acquisition
- Discrepancy between marketing and reality

### What Residents Must Prove (Simplified)

A resident bringing an FDUTPA claim typically shows:

- Deceptive or unfair conduct
- They relied on it (implicitly or explicitly)
- They suffered actual financial loss

### Real-World Example (MHP context)

A park advertises:

- “Affordable living - \$450/month lot rent, utilities included”

After move-in:

- Water billed separately
- \$75/month “infrastructure fee” added
- Trash fee introduced later

□ This could qualify as:

- **Deceptive advertising**
- **Unfair fee practices**

### FDUTPA vs Florida Mobile Home Act

FDUTPA often overlaps with the Florida Mobile Home Act (Chapter 723, Florida Statutes)

### Key Difference:

- Chapter 723 → regulates **park-specific rights (rent increases, notices, etc.)**
- FDUTPA → targets **deception and unfairness broadly**
- **Many cases use both together**

### Practical Compliance Checklist (for Park Owners)

To avoid FDUTPA issues:

- Clearly disclose **all fees upfront**
- Avoid vague terms like “additional charges may apply”
  - Keep advertising **consistent with actual billing**
- Provide written explanations for:
  - Utility billing methods
  - Fee changes
- Avoid retroactive rule enforcement

### Bottom Line

FDUTPA in mobile home parks comes down to one principle: **If a resident would feel misled about cost, rules or conditions — there’s legal risk.**

“Force of Law” means that something is **legally binding and enforceable**, just like a statute passed by the legislature. When a rule, document, or action has the *force of law*, people and institutions are **required to comply**, and violations can lead to legal consequences. “Force of Law” implies that:

- Something is **mandatory, not optional**.
- It is **enforceable by courts or government agencies**.
- **It can impose rights, duties, penalties, or remedies**.

Some common examples of what has the force of law include **statutes** enacted by a legislature (e.g., state or federal laws), **regulations** adopted by agencies under delegated authority, **administrative rules** properly adopted through required procedures, **court orders and judgments**, and **local ordinances** passed by cities or counties.

Some examples of what does **not** usually have the force of law include **guidelines** or “best practices”, **policy statements** that are advisory only, **informal agency opinions**, and **Handbooks or FAQs** (unless expressly incorporated into law).

### Florida-specific context, ( common source of confusion)

In Florida:

- A statute or duly adopted administrative rule has force of law.
- An agency **cannot enforce** guidance or interpretations that go beyond statutory authority.
- Private documents (like HOA rules or a mobile home park prospectus) **do not have force of law by themselves, but can become enforceable if:**
  - They are authorized by statute, or
  - They are incorporated into contracts or required by law.

### Key Legal Test

Something has the force of law **only if:**

- It is authorized by statute or constitution, **and**
- It is adopted or issued through legal procedures, **and**
- There is a mechanism for enforcement.

Courts decide whether something has **the force of law by applying** a fairly consistent legal analysis. The labels used (“policy”, “guidance”, “rule”) don’t control – the **legal effect** does. Here are the step-by-step key factors that courts examine.

### 1. Was it issued by a body with legal authority?

Courts first ask **who created it** and **where their power comes from**.

- Legislatures → inherent law-making authority
- Agencies → **only** the authority delegated by statute
- Private entities (HOAs, park owners, corporations) → **no inherent law-making power**

If the creator lacked authority, the document **cannot** have force of law.

## 2. Is there statutory authorization?

Courts look for a statute that:

- **Expressly authorizes** the rule or requirement, or
- **Necessarily implies** the authority to issue it

If a statute does **not** authorize it, courts will not treat it as law – even if an agency enforces it. Agencies may **interpret** statutes, but they may not **create new obligations** without legislative authorization.

## 3. Was it adopted using required legal procedures?

For agency rules, courts check compliance with formal rulemaking requirements. Examples of this include:

- Notice and opportunity to comment
- Publication in official registers
- Filing with the proper authority

In Florida, failure to follow required rulemaking procedures renders the rule invalid and without **force of law**.

## 4. Does it impose binding obligations or penalties?

Courts focus heavily on **practical effect**, not wording. The following red flags can indicate that something is being treated as law:

- Mandatory language (“shall”, “must”)
- Penalties for noncompliance
- Enforcement actions or fines
- Conditioning licenses, benefits, or approvals

If it **binds conduct** like a law, courts will demand proper legal authority.

## 5. Is it enforceable in court?

A true law can be enforced by a court or agency, and can be used to impose penalties or deny rights. If courts will not enforce it independently, it likely lacks force of law.

## 6. Is it merely guidance or interpretation?

Courts distinguish between:

- **Interpretive guidance** (explains existing law → no force of law)
- **Legislative rules** ( create new duties → must meet rulemaking requirements)

Calling something “guidance” does **not** save it if it functions like a rule.

## 7. Has it been incorporated into a contract or statute?

Some private documents gain enforceability **indirectly**:

- HOA rules authorized by statute
- Mobile home park prospectuses required by law
- Contractual provisions agreed to by the parties
- Even then:
  - o Enforcement is **contractual**, not sovereign law
  - o It cannot override statutes or constitutional rights

## 8. Judicial precedent

Courts rely on prior decisions, especially from the **U.S. Supreme Court and the Florida Supreme Court**. A long history of courts rejecting similar documents as “nonbinding” weighs heavily against force-of-law status.

### A simple court test (plain English)

Courts often reduce it to this question: **Can the government legally punish or compel someone based solely on this document?**

**Yes** → likely has force of law

**No** → it does not

### Florida-specific principle (important)

Florida courts are particularly strict:

- Agencies **cannot enforce** non-rule policies.
- “Unadopted rules” are **invalid**.
- Guidance that acts like a rule is treated as **illegal**.

This comes up frequently in **HOA, mobile home park, and administrative enforcement cases**.



# WHAT YOU SHOULD KNOW

*This column will explain various aspects of Chapter 723, other Florida laws, federal law, legislative bills, and anything related to manufactured housing in Florida.*

By Bob Anderson, FMO Communications Chairman

*I recently became aware of a park in which residents are being charged an illegal \$75 charge because staff, without permission, come onto a resident's lot to pull weeds. Some residents found out about the \$75 charge when it was disclosed on a violation letter taped to their door. There is so much that is illegal about this, I'm not even going to begin to get into it. But it's happening more and more.*

An “undisclosed fee” is any fee that was not disclosed in the prospectus. If a mobile home park prospectus fails to disclose fees that residents are later charged, that can be a significant issue under Florida law. Under Florida Statutes Chapter 723, a prospectus must disclose:

- All lot rental charges and their components.
- All user fees for optional services.
- Any entrance fees, application fees, administrative fees, background check fees, or other charges that may be imposed on residents or prospective residents.

According to Rule 61B-31.001, Florida Administrative Code, the rule states, in part: “...Each type of charge shall be separately listed. The disclosure of all charges except user fees shall appear in one section of the prospectus. User fees shall be disclosed in a separate section immediately following the section relating to the lot rental amount.

The state has also clarified that park owners must disclose “any and all fees, charges, or costs” that may be imposed as a condition of tenancy, occupancy, or ownership in the park. This includes indirect financial obligations as well as direct charges.

Examples of fees that generally should be disclosed include:

- Application fees
- Background-check fees
- Administrative fees
- Transfer or resale fees
- Utility charges billed separately
- Amenity or service fees
- Pass-through charges
- Any other mandatory charges residents may be required to pay

If you believe a park is charging undisclosed fees, you may want to:

1. Compare the charges against the prospectus and rental agreement.
2. Review any prospectus amendments.
3. Contact the Florida Division of Condominiums, Timeshares, and Mobile Homes for guidance.
4. Consult a Florida attorney experienced in mobile home park law if substantial amounts are involved.

## **Non-Waivable Statutes Under Chapter 723, Florida Statutes**

### **723.021 – Obligation of Good Faith and Fair Dealing**

Parties must act honestly and fairly. This duty cannot be waived in any agreement.

### **723.022 – Park Owner’s General Obligations**

Park Owners must maintain common areas, utilities, and comply with all codes. These duties cannot be waived or reduced.

### **723.023 – Mobile Home Owner’s General Obligations**

Homeowners must comply with codes and maintain their lot. These responsibilities cannot be waived.

### **723.024 – Mandatory Compliance**

Both parties must follow Chapter 723 regardless of contract language attempting to override it.

### **723.031 – Mobile Home Lot Rental Agreements**

Certain items must be included in rental agreements, and these statutory requirements cannot be waived.

### **723.032 – Prohibited or Unenforceable Provisions**

Any attempt to waive renter rights or park owner responsibilities is void.

### **723.033 – Unreasonable Lot Rental Provisions**

Tenants cannot be forced to waive protections against unreasonable fees or rental terms.

### **723.035 – Rules and Regulations**

Park Rules conflicting with Chapter 723 are invalid.

**723.037 – Rent Increases and Rule Changes**  
Statutory notice and mediation rights for rent increases cannot be waived.

**723.038 – Mediation Procedures**  
Mandatory access to statutory mediation cannot be waived by contract.

**723.0381 – Arbitration and Civil Actions**  
Right to arbitration and civil lawsuits under Chapter 723 cannot be waived.

**723.041 – Entrance Fees, Exit Fees Prohibited**  
Exit fees are prohibited, and required refunds cannot be waived.

**723.051 – Invitees and Health Care Aides**  
Parks may not charge extra fees for invitees or live-in aides except background checks.

**723.054 – Right to Assemble and Communicate**  
Residents' rights to meet and communicate in common areas are non-waivable.

**723.055 – Right to Invite Public Officials**  
Park owners cannot restrict residents from inviting officials or tenant representatives.

**723.056 – Enforcement of Assembly Rights**  
Rights to enforcement cannot be waived.

**723.058 – Restrictions on Sale of Mobile Homes**  
Parks cannot impose additional sale restrictions beyond what the statute allows.

**723.059 – Purchaser Rights**  
Purchasers of a mobile home in a park cannot be denied statutory rights.

**723.061 – Eviction Grounds**  
Evictions may only occur for statutory reasons; protections cannot be waived.

**723.063 – Defenses to Rent or Possession Actions**  
Statutory defenses (such as park noncompliance) cannot be waived.

**723.068 – Attorney's Fees**  
Statutory entitlement to attorney's fees cannot be waived.

**723.071 – Sale of Mobile Home Park, Right of First Refusal**  
Homeowners' right to purchase the park cannot be waived.

**723.072 – Affidavit of Compliance**  
Required affidavits in park sales cannot be waived.

**723.073 – Conveyance by the Association**  
Statutory protections in association conveyances cannot be waived.

**723.075 – 723.079 - HOA Rights and Protections**  
Formation, powers, duties, and rights of HOAs cannot be waived.

**723.083 – Governmental Action Affecting Removal**  
Government cannot authorize eviction without adequate relocation protections.

**723.084 – Storage Charges**  
Statutory limits on storage charges cannot be waived.

**723.085 – Rights of Lienholders**  
Lienholder protection rights cannot be waived.

**723.086 – Property and Lienholder Contracts**  
Certain lienholder contract protections cannot be waived.

**723.0611 - 723.06116 – Florida Mobile Home Relocation Corporation (FMHRC)**  
Rights to relocation assistance, park owner payment obligations, and protections linked to a change in use cannot be waived.

### **Partially Non-Waivable Statutes**

**723.025** – Access rules must meet statutory minimums.

**723.027** – Park designees for notices must comply with statute.

**723.042 – 723.046** – Certain utility/improvement rights cannot be waived.

# Presidents Message

John Calabrese, FMO President



As we reflect on the recently concluded Florida Legislative Session, there is much for members of the Federation of Manufactured Homeowners of Florida (FMO) to be proud of. Our collective voice continues to grow stronger in Tallahassee, and our advocacy efforts are bringing greater attention to the unique challenges facing manufactured homeowners across our state.

This session demonstrated something important: when homeowners unite, lawmakers listen.

## Two Major Victories for Manufactured Homeowners

One of the most significant accomplishments this year was the passage of Senate Bill 594, legislation designed to provide lot rent assistance for eligible homeowners who own their homes but lease the land beneath them.

For years, FMO has worked tirelessly to highlight the reality that many manufactured homeowners—especially seniors and residents on fixed incomes—face difficult financial choices as lot rents continue to rise. SB 594 represents an important acknowledgment by the Legislature that manufactured homeowners deserve to be included in Florida's affordable housing solutions.

The bill creates opportunities for qualifying homeowners to seek assistance through local housing assistance programs, helping provide relief to residents struggling with rising housing costs. This legislation helps address a longstanding inequity and recognizes that manufactured housing remains one of Florida's most important sources of affordable homeownership in our state.

Additionally, the state's annual tax package includes provisions for tax holidays and broader tax relief measures. **The House and Senate have agreed to some ad valorem property tax relief for mobile homeowners, which is passed on to you under certain criteria!!** The language in the bill **will hold the annual increase in assessment of the park to no more than 3%!!**

**Many thanks to Nancy Black-Stewart, our Legislative Counsel, for her outstanding work on both of these issues.**

These achievements would not have been possible without the dedication of our members, local homeowners' associations, community leaders, and advocates who contacted legislators,

attended meetings, and shared their personal stories. Your voices truly made a difference.

## Building Momentum for Future Protections

While we celebrate this progress, we also recognize that important work remains ahead.

During this session, Senate Bill 1550 and House Bill 703 were introduced to address growing concerns surrounding enforcement of Chapter 723, the Florida Mobile Home Act. Although these bills ultimately did not advance out of committee, they succeeded in bringing critical issues facing manufactured homeowners into the legislative conversation.

The legislation focused on practical, real-world problems many homeowners are experiencing, including:

- stronger enforcement of homeowner protections under Chapter 723;
- improving accountability when disputes arise between park owners and residents;
- addressing concerns surrounding excessive or unsupported lot rent increases;
- protecting residents from barriers created by mandatory electronic payment systems;
- ensuring homeowners are not unfairly penalized when attempting to pay lot rent;
- and strengthening consumer protections for vulnerable residents.

The bills also highlighted broader concerns involving affordability, transparency, fairness, and accountability within manufactured housing communities throughout Florida.

Most importantly, these proposals initiated meaningful discussions with legislators and policymakers about the evolving challenges within Florida's manufactured housing market. Every successful legislative effort begins with education, dialogue, and persistence—and this session moved those conversations forward in a significant way.

## Looking Ahead

FMO's Political Advocacy Committee (PAC), under the leadership of our legislative counsel, Nancy Black-Stewart, will continue working diligently throughout the coming year to develop and refine legislative proposals for the next session.

Our goal remains clear: to ensure that Chapter 723 provides meaningful and enforceable protections while preserving affordable manufactured housing opportunities for Florida residents.

We will continue advocating for fair treatment, reasonable

protections, and stronger enforcement mechanisms that help homeowners navigate increasingly complex housing issues. At the same time, we remain committed to working constructively with legislators, regulators, and responsible community owners to promote balanced solutions that benefit all stakeholders.

The strength of FMO has always come from its members. Every phone call, every letter, every meeting attended, and every homeowner willing to speak up makes a difference.

Together, we are building momentum.

Together, we are raising awareness.

And together, we will continue working to protect the rights, affordability, and quality of life of manufactured homeowners throughout Florida.

Thank you for your continued support, dedication, and advocacy.

John Calabrese

President Federation of Manufactured Homeowners of Florida



# The Florida Consumer Collection Practices Act (FCCPA)

By Bob Anderson, FMO Communications Chairman

The Florida Consumer Collection Practices Act is a Florida state law that regulates how debt collectors can collect debts from consumers. It is similar to the federal Fair Debt Collection Practices Act (FDCPA) but is broader in some important ways.

## What the FCCPA Does

The FCCPA (**found in Florida Statutes §§ 559.55 – 559.785**) is designed to:

- Prevent abusive, deceptive, and unfair debt collection practices
- Protect consumers from harassment
- Hold **both third-party and original creditors** accountable

**Key Difference:** The FDCPA mostly applies to third-party collectors, but the FCCPA also applies to original collectors.

## Prohibited Practices Under FCCPA

### Harassment & Abuse

Collectors and creditors **cannot:**

- Call repeatedly to annoy or harass
- Use threats, profanity, or abusive language
- Contact you at unreasonable hours

### False or Misleading Statements

- Claim they are attorneys or government agents when they are not
- Misrepresent the amount owed
- Threaten legal action they don't intend to take

### Improper Communication

- Contact your employer before obtaining a final judgment
- Communicate with you if they know you're represented by an attorney
- Disclose your debt to third parties

### Invalid Debt Claims

- Attempt to collect a debt they **know is not legitimate**
- Ignore disputes or fail to investigate

### Consumer Rights under FCCPA

You have the right to **dispute a debt** and require verification that the debt is legitimate and belongs to you, be free from harassment or intimidation, and sue for violations.

## FCCPA vs FDCPA (Quick Comparison)

Feature	FCCPA (Florida)	FDCPA (Federal)
Applies to original creditors	✓ Yes	✗ No (generally)
Applies to third-party Collectors	✓ Yes	✓ Yes
Geographic Scope	Florida	Nationwide
Enforcement	Private lawsuits (state level)	Private lawsuits (Federal level)

## Real-World Cases That Show how Florida Courts Interpret and Enforce The Florida Consumer Collection Practices Act

### Repeated Calls = Harassment

#### Story vs J.M. Fields, Inc.

- **Issue:** Collector made repeated, excessive phone calls
- **Ruling:** Even lawful debt collection becomes illegal if done in a **harassing manner**
- **Takeaway:** Frequency and intent matter – not just what is said. If someone is calling constantly, that alone can violate the FCCPA

### Collecting a Debt You Know Isn't Legitimate

#### Read vs MPP, Inc.

- **Issue:** Company tried to collect a debt it should have known was invalid
- **Ruling:** Violates FCCPA if collector has **actual knowledge** the debt is not legitimate
- **Takeaway:** “Mistake” is not always a defense if the error was obvious.

This is one of the most powerful consumer protections in the statute.

### Threatening Legal Action Improperly

#### Bacelli vs MFP, Inc.

- **Issue:** Collector threatened legal action they didn't intend to pursue
- **Ruling:** Illegal under FCCPA
- **Takeaway:** Cannot use lawsuits as a scare tactic

Common in rent/fee disputes and aggressive collections

### Misrepresenting the Debt Amount

#### Schauer vs Morse Operations, Inc.

- **Issue:** Incorrect debt amounts were claimed
- **Ruling:** Misstating the amount owed can violate FCCPA
- **Takeaway:** Accuracy matters – even small errors can trigger liability

### Contacting Employers or Third Parties

#### Harris vs Beneficial Finance Co.

- **Issue:** Employer contacted about debt
- **Ruling:** Generally prohibited unless very specific conditions are met
- **Takeaway:** Your debt is private

### Patterns Courts Look For

Across these cases, Florida courts focus on:

- **Intent** → Was the behavior meant to pressure or intimidate?
- **Knowledge** → Did the collector know the debt was wrong?
- **Frequency** → Were contacts excessive?
- **Truthfulness** → Were statements accurate?

### Why This Matters in Mobile Home Parks

These cases are highly relevant in **mobile home park disputes**, especially when owners **inflate fees or lot rent claims**, management uses **eviction threats as leverage**, and residents are pressured through **constant calls or notices**. Many FCCPA lawsuits in Florida arise from **housing-related debt collection**.

### Bottom Line

Florida courts consistently interpret the FCCPA **in favor of consumer protection**, especially when there is harassment, the debt is questionable, or threats are used improperly.

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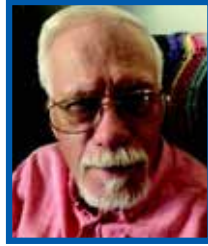
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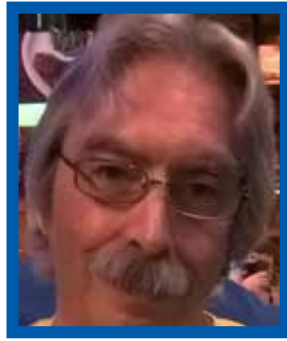
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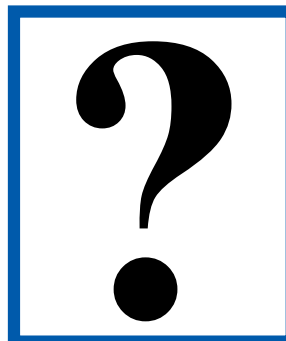
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- Section H, District 15
- Section J, District 21
- Section K, District 18
- Section L, District 19
- Section M, District 20

### VOLUNTEER TODAY:

Contact the FMO about open positions and how you could help.



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 FMO Attorney

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## PLEASE NOTE

Your membership cards can be printed online at [www.fmo.org](http://www.fmo.org) after signing into your member record. Please contact your **District President or your Section Director for questions regarding HOA-related inquiries.**

FMO Headquarters  
222 S. Westmonte Dr, Ste 111, Altamonte Springs, FL 32714  
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## FMO Legislative Priorities

The FMO Political Action Committee (PAC) provides leadership and direction in setting the organization's legislative priorities. These priorities are based on member input and feedback. We want to hear from you as the priorities for the next legislative session are now being set. Using this form as a guide, please submit your top three legislative priorities. Please note, there are some issues that are standing, for example, rent control or rent stabilization; these items remain a priority for FMO, we are working diligently to find avenues to address the rising cost of land rent.

For issues relating to DPBR, it is **IMPERATIVE** that you include detailed information (documentation if possible) on the issue. Legislators always ask for examples of the issues homeowners are experiencing. Please help us be able to provide detailed examples.

**If you are interested in joining the PAC Committee,  
please contact Darlene Whitkanack, darlene155@aol.com.**

**Name:** \_\_\_\_\_

**Community/Park Name:** \_\_\_\_\_

**Contact information:** \_\_\_\_\_

**Legislative priorities:** \_\_\_\_\_

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

**Additional information or details:** \_\_\_\_\_



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**Coverage Area: Greater Orlando Area**  
352-216-3226 | Donstantonfmo@gmail.com

**Cindy Drake**

**Coverage Area: Hendry and Glades Counties**  
(561) 301-8704 | cindy.drake959@gmail.com.

**Open Position**

**Coverage Area: Treasure Coast**

### Mobile and Manufactured Homes National Advocacy Groups

**Manufactured Housing Institute (MHI)**

Focuses on promoting and protecting the interests of the manufactured housing industry and residents.

<https://www.manufacturedhousing.org/>

**National Manufactured Home Owners Association (NMHOA)**

Represents the interests of manufactured home residents, particularly in landlord-tenant issues.

<http://www.nmhoa.org/>

**ROC USA (Resident-Owned Communities)**

Helps residents of mobile home parks purchase and operate their communities as cooperatives.

<https://rocusa.org/why-resident-ownership/>

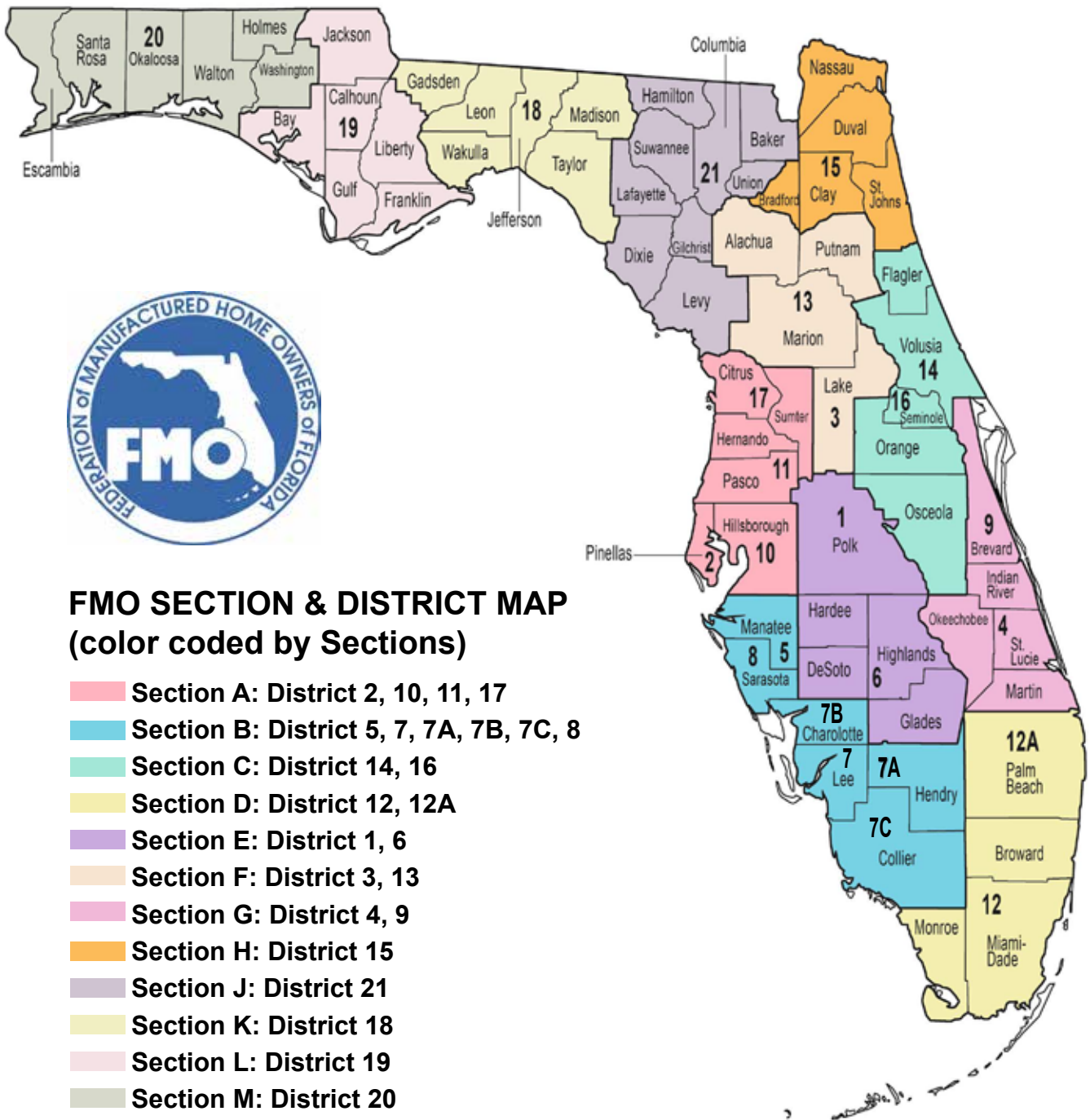
**Consumer Federation of America (CFA) -  
Manufactured Housing Project**

Works to protect mobile home residents by advocating for fair lending practices and affordable housing policies.

<https://consumerfed.org/issues/housing/>

# ADVERTISERS' INDEX

Name	Phone/Website	Page
JACK'S INSURANCE AGENCY, INC.	863-688-9271	5
COMMUNITY MEDIA	941-375-3699	9
FLORIDA ANCHOR AND BARRIER	800-681-3772	11
ANDERSON GIVENS FREDERICKS	www.AndersonGivens.com	13
PROFESSIONAL INSURANCE SYSTEMS	800-329-5799 / www.proinsurance.us	31



# NEW FMO ADVERTISING RATES

All rates are the annual price for advertisements in six issues

AD SIZE	DIGITAL AD SIZE
Business Card	\$57
1/4 Page	\$1,350
1/2 Page	\$2,625
Full Page	\$4,500
Back Cover (Premium Advertising Space)	Negotiated with Advertiser

We have eliminated Regional Rates as the magazine is published statewide only. We have also eliminated the Classified, 1/6 Page, 1/3 Page, and the 2/3 Page ad sizes. They are not commonly used and caused confusion among advertisers as to which ad size to pick.

The FMO Magazine is a bimonthly publication sent electronically to all members. It is also available on the FMO website at <https://www.fmo.org/fmo-magazine>. The printed edition has been put on temporary hiatus due to increasing postage and printing costs.

1/6 payment due (billed) every 60 days. Payment must be received before ad is run. Unpaid ads will be removed from the magazine.

**For additional information please contact:**

Bob Anderson, FMO Communications Chairman  
 Email: bob1957@hotmail.com  
 Phone: (727) 484-4102

Business Card .....	3.5" W x 1.9" H
1/4 Page .....	3.625" W x 4.75" H
1/2 Page Horizontal .....	7.5"W x 4.75" H
1/2 Page Vertical .....	3.625" W x 9.75" H
Full Page with Bleed .....	8.75" W x 11.25" H
(w Bleed .625" beyond ad all 4 sides)	
Full Page (No Bleed) .....	7.5" W x 9.75" H
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**FULL PAGE**

**1/4 PAGE**

**1/2 PAGE**

**Business Card**



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