

**IN THE COUNTY COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA**

WESTGATE MOBILE HOME PARK, LLC,

CASE NO.: 05-2025-CC-046646

Plaintiff,

v.

NATALIE BENYON and all others in possession,

Defendant.

_____ /

ANSWER

Defendant, NATALIE BENYON (“Defendant”), by and through herself or counsel, answers the Complaint for Mobile Home Park Eviction filed by Plaintiff, WESTGATE MOBILE HOME PARK, LLC (“Plaintiff”), asserts affirmative defenses, stating as follows:

1. Admitted that this action purports to arise under Chapter 723, Florida Statutes, for eviction from a mobile home park lot. Denied that Plaintiff has established grounds for eviction under § 723.061, Florida Statutes. Specifically, the Complaint fails to allege:

- A. That the cited rules are reasonable, filed with the DBPR, and uniformly enforced, as required by §§ 723.011 and 723.033, Florida Statutes.
- B. That the July 7, 2025 Seven-Day Notice to Cure was legally sufficient, as it omitted referenced photographic evidence, prejudicing Defendant’s ability to cure.
- C. That the alleged violations (expired registration, clutter, cigarette butts, driveway holes, etc.) were uncured, as Defendant cured or substantially cured all violations.
- D. That the violations were material or, for first violations, endangered life, health, safety, or welfare, as required by § 723.061(1)(c)(1) (e.g., temporary toys, cigarette butts).

2. Admitted that Plaintiff alleges it is the landlord of the property at 4634 Fantasia Lane, #086, Cocoa, Florida 32926 (“Premises”). Defendant is without knowledge as to Plaintiff’s legal status as a Florida limited liability company or its ownership of the Premises and demands strict proof thereof. Defendant denies all remaining allegations in paragraph 2.

3. Denied that Defendant’s tenancy is a “month-to-month agreement.” Defendant affirmatively states she occupies the Premises pursuant to a statutory lot rental agreement governed by Chapter 723, Florida Statutes, the DBPR-approved Prospectus for Westgate Mobile Manor (approved August 8, 2024, and the incorporated Rules and Regulations. Admitted that Defendant owns the mobile home at the Premises, registered to Natalie Marie Benyon, Decal No. 22119385, issued September 11, 2025, expiring December 31, 2025. Admitted that the base lot rent is \$615.00 per month, due on the first of each month. Denied that fines or other charges were properly added as “Additional Rent,” as the \$450 in fines (June 13, June 24, July 2, 2025), lack authority under § 723.031, Florida Statutes, or the Prospectus for their imposition, rendering it illegal debt collection (F.S. 559.72(9) and retaliation under F.S. 723.

4. Admitted that Plaintiff has promulgated Rules and Regulations. Denied that all cited rules are reasonable, properly filed with the DBPR, or uniformly enforced, as required by §§ 723.011 and 723.033, Florida Statutes. Specifically, rules on “clutter,” “cigarette butts,” and temporary toys or bicycles are vague or not explicitly in the Prospectus.

5. Denied. Defendant has not committed uncured violations of the Rules and Regulations or § 723.023, Florida Statutes. Defendant affirmatively states she cured or substantially cured all alleged violations, including:

- A. Renewing the mobile home registration on September 11, 2025 (Decal No. 22119385, expiring December 31, 2025).
- B. Removing crates, cleaning the porch, and moving toys to a shed, leaving only bicycles outside as of September 8, 2025.
- C. Filling driveway holes with rock provided by Plaintiff, consistent with Plaintiff’s six-year practice of maintaining driveways.
- D. Ceasing to hang towels or clothing outside after the June 13, 2025 notice.

- E. Requesting a window repair estimate, which Plaintiff's manager promised but failed to provide.
- F. Cleaning cigarette butts from the lot, with no photos provided in notices to substantiate the allegation.
- G. Ensuring her husband's work truck was parked outside the park, except for a brief instance when a co-worker drove it onto the Premises to pick up her husband.

6. Denied. Defendant has complied with her obligations under § 723.023, Florida Statutes, by maintaining the lot in a clean, neat, and sanitary condition, complying with reasonable park rules, and addressing all alleged violations. Defendant denies that any actions constituted a breach of the peace or unreasonably disturbed other residents.

7. Admitted that Plaintiff served a Seven-Day Notice of Violation of Rules and Regulations on July 7, 2025. Denied that the notice was legally sufficient under § 723.061(1)(c), Florida Statutes, for reasons stated in the Affirmative Defenses below.

8. Denied. Defendant cured or substantially cured all alleged violations within the seven-day cure period, as detailed in paragraph 5. Denied that the photographs in Composite Exhibit "B" (dated August 28–29, 2025) accurately reflect uncured violations, as they were taken after the cure period and misrepresent temporary conditions (e.g., toys out during children's playtime, a work truck briefly on-site). Defendant affirmatively states that Plaintiff failed to serve photographic evidence with the July 7, 2025 notice, prejudicing her ability to respond.

9. Denied. Defendant remains in lawful possession of the Premises under Chapter 723, Florida Statutes. Admitted that Plaintiff served a Thirty-Day Notice to Vacate on July 24, 2025, but denied that it was valid due to Plaintiff's failure to comply with statutory notice requirements and Defendant's cure of violations.

10. Denied. Plaintiff is not entitled to possession of the Premises, as no valid grounds for eviction exist under § 723.061, Florida Statutes, due to the Complaint's failure to allege

reasonable rules, sufficient notice, uncured material violations, or endangerment for first violations.

11. Without knowledge as to Plaintiff's retention of counsel and agreement to pay attorney's fees, therefore denied. Defendant denies that Plaintiff is entitled to attorney's fees under § 723.068, Florida Statutes, or the Rules and Regulations.

12. Denied. Plaintiff failed to satisfy all conditions precedent to this action, including:

- A. Serving a legally insufficient Seven-Day Notice to Cure under § 723.061(1)(c), as the July 7, 2025 notice failed to include referenced photographic evidence, was preceded by improper fines, and overstated violations.
- B. Failing to demonstrate that the cited rules are reasonable, DBPR-filed, and uniformly enforced (See Florida Statutes §§ 723.011, 723.033).
- C. Failing to show the violations were uncured or material, or that first violations endangered life, health, safety, or welfare (§ 723.061(1)(c)(1)) or were judicially determined as such.
- D. Demand payment of \$450 in fines added as "additional rent" which were not authorized under § 723.031 or the Prospectus.

13. Denied. Plaintiff is not entitled to summary procedure under § 51.011, Florida Statutes, to the extent it would deprive Defendant of her statutory rights to discovery and defenses under Chapter 723, given the complex factual and legal issues raised, including selective enforcement, retaliation, and defective notices.

WHEREFORE, Defendant respectfully requests that this Court:

- A. Deny Plaintiff's request for eviction and possession of the Premises;
- B. Enter judgment in favor of Defendant;
- C. Award Defendant her costs and reasonable attorney's fees pursuant to § 723.068, Florida Statutes, and the Rules and Regulations;
- D. Grant such other and further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

Affirmative Defense One – Mischaracterization of Tenancy

Plaintiff incorrectly alleges that Defendant's tenancy is a "month-to-month agreement" subject to termination at will. Defendant occupies the Premises under a statutory lot rental agreement governed by Chapter 723, Florida Statutes, and the DBPR-approved Prospectus for Westgate Mobile Manor (filed August 8, 2024), which confirms the park has more than 26 lots, triggering full application of Chapter 723. This statutory tenancy requires specific grounds for termination under § 723.061, which Plaintiff has not established.

Affirmative Defense Two – Failure to State a Cause of Action

Plaintiff failed to comply with statutory conditions precedent to eviction under § 723.061(1)(c), Florida Statutes, including:

- A. The July 7, 2025 Seven-Day Notice to Cure was defective because it:
 - i. Failed to include referenced photographic evidence, depriving Defendant of notice of the specific conditions to cure.
 - ii. Was preceded by three improper violation notices (June 13, June 24, July 2, 2025) that imposed unauthorized \$150 fines, totaling \$450, contrary to § § 723.031 and 559.72(9).
 - iii. Cited vague or unenforceable rules (e.g., "clutter," "cigarette butts") not clearly defined in the DBPR-approved Prospectus.
- B. Plaintiff added \$450 in fines to Defendant's ledger as "additional rent" without statutory or contractual authority.
- C. The defective notices prejudiced Defendant's ability to cure by misrepresenting the scope of violations and withholding evidence, violating due process under § 723.061(1)(c).

Affirmative Defense Three – Failure to Satisfy Conditions Precedent

Defendant cured or substantially complied with all alleged violations within the seven-day cure period, precluding eviction under § 723.061(1)(c). Specifically:

- A. Renewed the mobile home registration on September 11, 2025 (Decal No. 22119385, expiring December 31, 2025).
- B. Removed crates, cleaned the porch, and moved toys to a shed, leaving only bicycles outside.
- C. Filled driveway holes with rock provided by Plaintiff, consistent with Plaintiff's past six-year practice of filling the holes in the driveways.
- D. Ceased hanging towels outside after the June 13, 2025 notice.
- E. Cleaned cigarette butts from the lot.
- F. Requested a window repair estimate, which Plaintiff's manager promised but failed to provide.
- G. Ensured her husband's work truck was parked outside the park, except for a brief instance.
- H. Plaintiff's photos (dated August 28–29, 2025) do not reflect the lot's condition during the cure period and misrepresent temporary conditions.

Affirmative Defense Four – First Violation Bar

Under § 723.061(1)(c)(1), a first violation of a curable, non-critical rule cannot justify eviction unless it endangers life, health, safety, or welfare. None of the alleged violations (expired registration, clutter, cigarette butts, driveway holes, etc.) were judicially determined to be a first violation. Plaintiff issued repetitive notices for the same issues without having completed a first violation. None of the alleged violations pose a critical threat, and Plaintiff has not alleged or shown endangerment.

Affirmative Defense Five – Unenforceable or Unreasonable Rules

Certain rules cited by Plaintiff are vague, unreasonable, or not properly filed in the DBPR-approved Prospectus, rendering them unenforceable under § 723.033. For example:

- A. Rules prohibiting “clutter” or “cigarette butts” lack clear standards.
- B. Restrictions on temporary children’s toys or bicycles are not explicitly in the Prospectus.
- C. The vehicle rule was misapplied, as Defendant’s husband’s work truck was parked outside except for a brief instance.

Affirmative Defense Six – Improper Fines as Rent

Plaintiff unlawfully added \$150 fines (totaling \$450) to Defendant’s ledger as “additional rent” on June 13, June 24, and July 2, 2025. Chapter 723 and the Prospectus do not authorize fines as rent absent specific agreement. Eviction based on nonpayment of improper fines is invalid under § 723.031. Additionally, this is illegal debt collection pursuant to F.S. 559.72(9) for which statutory damages are available up to \$1,000.00. Illegal debt collection is retaliation.

Affirmative Defense Seven – Selective Enforcement

Plaintiff selectively enforced rules against Defendant in a discriminatory manner, violating § 723.033. Other residents maintain lots with similar or worse conditions (e.g., cracked driveways, hanging laundry, clutter, worse skirting) but were not cited or fined.

Affirmative Defense Eight – Retaliation

Plaintiff’s eviction action is retaliatory, in violation of § 723.063, as it followed Defendant’s complaints about management’s conduct, including false statements made by the manager about her to other residents, as evidenced by a video.

Plaintiff unlawfully added \$150 fines (totaling \$450) to Defendant's ledger as "additional rent" on June 13, June 24, and July 2, 2025. Chapter 723 and the Prospectus do not authorize fines as rent absent specific agreement. Eviction based on nonpayment of improper fines is invalid under § 723.031. Additionally, this is illegal debt collection pursuant to F.S. 559.72(9) for which statutory damages are available up to \$1,000.00. Illegal debt collection is retaliation.

Plaintiff has historically maintained driveways in the park, including Defendant's, for six years. Plaintiff cannot shift this duty to Defendant and cite driveway holes as a violation. Similarly, Plaintiff promised but failed to provide a window repair estimate, then cited the unrepaired window. This is retaliation.

Affirmative Defense Nine – Landlord's Duty to Maintain

Plaintiff has historically maintained driveways in the park, including Defendant's, for six years. Plaintiff cannot shift this duty to Defendant and cite driveway holes as a violation. Similarly, Plaintiff promised but failed to provide a window repair estimate, then cited the unrepaired window.

Affirmative Defense Ten – Unclean Hands

Plaintiff's inequitable conduct bars relief. The manager made false statements about Defendant, failed to provide promised repair estimates, and imposed unauthorized fines.

Affirmative Defense Eleven – Waiver and Estoppel

Plaintiff waived strict enforcement by:

- A. Maintaining Defendant's driveway for the past six years.
- B. Failing to enforce similar rules against other residents.
- C. Promising but failing to provide a window repair estimate.

Plaintiff is estopped from evicting Defendant on these grounds.

Affirmative Defense Twelve – Waiver and Estoppel

By historically accepting driveway repairs as its own duty, by failing to enforce similar rules against other tenants, and by failing to follow through on promised repairs (e.g., window estimate), Plaintiff has waived strict enforcement against Defendant and is estopped from evicting her on such grounds.

Affirmative Defense Thirteen – Laches

Plaintiff delayed in bringing this action while allowing alleged conditions to exist, and seeks to profit from its own inaction. Equity bars relief where Plaintiff sat on its rights and now seeks eviction after conditions were cured.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email and U.S. Mail on this 11th day of September, 2025 to:

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