

Question

What is the caselaw related to arbitration under the Florida Department of Business and Professional Regulation (DBPR)?

Answer (Florida)

Short response

Florida caselaw establishes that, for many disputes involving condominiums and homeowners' associations, parties must exhaust mandatory nonbinding arbitration with the Department of Business and Professional Regulation (DBPR) before proceeding to court, and that the DBPR's authority in arbitration is defined and limited by statute. Courts have clarified the procedural requirements, the nonbinding nature of most DBPR arbitration, and the boundaries of the DBPR's power to interpret or invalidate arbitration agreements.

Summary

Florida courts have consistently held that statutory schemes governing condominiums and homeowners' associations require parties to submit certain disputes to nonbinding arbitration administered by the DBPR before initiating litigation. This requirement is designed to promote judicial economy, reduce litigation costs, and provide a fairer process for unit owners, but does not deprive courts of subject matter jurisdiction, as parties may still seek a trial de novo after arbitration unless they have agreed to binding arbitration.

Case law also clarifies that the DBPR's authority is limited to what is expressly provided by statute; the agency cannot, for example, declare arbitration clauses in contracts void as a matter of public policy outside the scope of its statutory powers. The courts have further articulated the standards for compelling arbitration, the exhaustion of administrative remedies, and the procedural framework for challenging or enforcing arbitration awards under the Florida Arbitration Code.

Background and Relevant Law

Legislative and Regulatory Framework

The Florida Statutes and Administrative Code provide a comprehensive structure for arbitration under the DBPR, particularly in the context of condominium and homeowners' association disputes. The key statutory provisions are:

[Fla. Stat. § 718.1255](#): Governs alternative dispute resolution for condominium disputes, authorizing the Division of Florida Condominiums, Timeshares, and Mobile Homes (a division of the DBPR) to conduct nonbinding arbitration and mediation. It sets forth the qualifications for arbitrators, the process for arbitration, and the finality and admissibility of arbitration decisions. Importantly, unless the parties agree to binding arbitration, the process is nonbinding and parties may proceed to a trial de novo in court. The statute also requires the DBPR to adopt procedural rules for arbitration and mediation.

[Fla. Stat. § 720.311](#): Applies similar principles to homeowners' associations, mandating arbitration for certain disputes (notably election and recall disputes) and referencing the procedures in § 718.1255.

[Fla. Stat. § 719.106](#): Provides for arbitration in cooperative ownership disputes, particularly regarding board member recalls, and requires the board to file a petition for binding arbitration with the division or initiate court proceedings if a recall is not certified.

Florida Arbitration Code (Fla. Stat. ch. 682): Provides the general framework for arbitration in Florida, including the enforceability of arbitration agreements (§ 682.02), procedures to compel or stay arbitration (§ 682.03), arbitrator disclosure requirements (§ 682.041), grounds for vacating awards (§ 682.13), and judicial enforcement of awards (§§ 682.12, 682.15).

Florida Administrative Code (Fla. Admin. Code Ann. R. 61B-45, 61B-50, 61B-80): Sets out detailed procedural rules for arbitration of disputes under the DBPR, including the scope of eligible disputes, filing requirements, and the processing of arbitration petitions.

Case Law

Florida appellate courts have addressed several recurring issues regarding arbitration under the DBPR:

Exhaustion of Administrative Remedies and Precondition to Litigation: Courts have repeatedly affirmed that, for certain disputes (especially those involving condominium terminations, board authority, or association actions), parties must first seek nonbinding arbitration through the DBPR before filing suit in court. Failure to do so can result in dismissal for failure to exhaust administrative remedies.

Nature and Effect of DBPR Arbitration: The arbitration is generally nonbinding unless the parties agree otherwise. The process is intended to be a cost-effective, efficient alternative to litigation, but does not preclude a party from seeking a trial de novo in court. The courts have clarified that this requirement is procedural and does not deprive the courts of subject matter jurisdiction.

Limits on DBPR Authority: The DBPR's authority to interpret or invalidate arbitration provisions is limited to what is expressly provided by statute. The agency cannot, for example, declare arbitration clauses void as a matter of public policy through declaratory statements outside its statutory mandate.

General Arbitration Principles: Florida courts apply the general principles of arbitration law, including the requirement that arbitration is a matter of contract, the need for a valid agreement to arbitrate, and the standards for compelling or refusing arbitration.

Analysis

1. Exhaustion of Administrative Remedies and Precondition to Litigation

Florida law requires that, before initiating litigation over certain condominium and homeowners' association disputes, parties must first submit the dispute to nonbinding arbitration administered by the DBPR. This requirement is codified in [Fla. Stat. § 718.1255](#) for condominiums and § 720.311 for homeowners' associations, and is reinforced by the Florida Administrative Code.

The courts have strictly enforced this exhaustion requirement. In [Cornerstone 417, LLC v. Cornerstone Condo. Ass'n, Inc., 300 So.3d 1262 \(Fla. App. 2020\)](#), the court affirmed the dismissal of a unit owner's complaint for failure to timely file a petition for mandatory nonbinding arbitration with the DBPR before proceeding to court, as required by statute. The court emphasized that the statutory scheme mandates exhaustion of the administrative remedy as a precondition to judicial action in these contexts.

Similarly, in [Neate v. Cypress Club Condominium, Inc., 718 So.2d 390 \(Fla. App. 1998\)](#), the court explained that disputes between unit owners and associations over board authority must be submitted to nonbinding arbitration before a lawsuit may be filed. The arbitration decision is final unless a party files for a trial de novo within 30 days, underscoring the procedural nature of the requirement.

[Sterling Condominium Ass'n, Inc. v. Herrera, 690 So.2d 703 \(Fla. App. 1997\)](#) further clarifies that, while the statute requires nonbinding arbitration before litigation, this does not deprive the circuit court of subject matter jurisdiction. The arbitration process is intended to reduce costs and delays, but parties retain the right to a trial de novo unless they have agreed to binding arbitration.

These cases collectively establish that exhaustion of DBPR arbitration is a mandatory procedural step for many disputes, and failure to comply can bar judicial relief.

2. Nature and Effect of DBPR Arbitration

The statutory and regulatory framework, as interpreted by the courts, makes clear that DBPR arbitration is generally nonbinding unless the parties expressly agree otherwise. The purpose is to provide a fair, efficient, and less costly alternative to litigation, particularly for unit owners who may be at a financial disadvantage compared to associations.

In [Cwelt-2008 Series 1045 LLC v. Park Gardens Ass'n, Inc., 305 So.3d 618 \(Fla. App. 2020\)](#), the court highlighted the legislative intent behind the statutory scheme: to increase judicial economy, reduce litigation costs, and provide a more accessible forum for unit owners. The court noted that the DBPR is authorized to employ attorneys as arbitrators and that the arbitration decision is nonbinding unless the parties agree otherwise. The parties are not foreclosed from seeking a trial de novo in court.

[Sterling Condominium Ass'n, Inc. v. Herrera, 690 So.2d 703 \(Fla. App. 1997\)](#) also emphasized that the nonbinding nature of the arbitration preserves the parties' right to a jury trial and does not affect the court's jurisdiction.

The administrative rules (e.g., [Fla. Admin. Code Ann. R. 61B-45.001](#), 61B-50.101, 61B-80.101) reinforce this structure, specifying that the rules are designed to ensure just, speedy, and inexpensive resolution of disputes, and clarifying the scope of eligible disputes and the procedures for initiating arbitration.

3. Limits on DBPR Authority

The DBPR's authority in the context of arbitration is strictly limited to what is provided by statute. In [Lennar Homes Inc. v. Dep't of Bus. & Prof'l Regulation, 888 So.2d 50 \(Fla. App. 2004\)](#), the court reversed a declaratory statement by the DBPR's Division of Land Sales, Condominiums and Mobile Homes that purported to declare a mandatory arbitration provision in a condominium purchase agreement void as against public policy. The court held that the Division lacked authority to make such a broad policy pronouncement through a declaratory statement proceeding, and that its powers are limited to those expressly granted by statute.

This case is significant because it delineates the boundaries of the DBPR's power: the agency cannot invalidate arbitration clauses or set general policy outside the scope of its statutory mandate. Its role is to administer the arbitration process as provided by law, not to act as a general arbiter of public policy regarding arbitration agreements.

4. General Arbitration Principles

Florida courts apply general principles of arbitration law to disputes under the DBPR's jurisdiction. In [Seifert v. US Home Corp., 750 So.2d 633 \(Fla. 1999\)](#), the Florida Supreme Court articulated the three elements courts must consider when ruling on a motion to compel arbitration: (1) the existence of a valid written agreement to arbitrate, (2) the presence of an arbitrable issue, and (3) whether the right to arbitration has been waived. The court emphasized that arbitration is a matter of contract, and no party can be compelled to arbitrate a dispute they did not agree to arbitrate.

This principle is reinforced by the Florida Arbitration Code, which provides that arbitration agreements are valid and enforceable except on grounds that exist at law or in equity for the revocation of a contract ([Fla. Stat. § 682.02](#)). The Code also sets out procedures for compelling arbitration, staying judicial proceedings, and challenging or enforcing arbitration awards (Fla. Stat. §§ 682.03, 682.13, 682.12).

The courts have also addressed the severability of arbitration clauses from the rest of a contract, following the U.S. Supreme Court's decision in *Buckeye Check Cashing, Inc. v. Cardegna*, which held that challenges to the validity of a contract as a whole are for the arbitrator to decide unless the arbitration clause itself is specifically challenged ([The impact of unlicensed contractor activities](#)).

5. Procedural Framework and Eligible Disputes

The Florida Administrative Code provides detailed rules for the arbitration process under the DBPR. For example:

[Fla. Admin. Code Ann. R. 61B-45.013](#): Specifies that only certain disputes are eligible for arbitration, generally those between unit owners and the association or its board, unless the association is a party to the dispute.

[Fla. Admin. Code Ann. R. 61B-50.105](#): Sets out the procedure for initiating recall arbitration when board members are recalled in condominiums, cooperatives, or mobile homeowners' associations.

[Fla. Admin. Code Ann. R. 61B-80.102](#) and [61B-80.103](#): Detail the procedures for filing petitions for recall and election dispute arbitration in homeowners' associations.

[Fla. Admin. Code Ann. R. 61B-45.018](#): Outlines the process for processing arbitration petitions, including jurisdictional determinations and compliance with filing requirements.

These rules ensure that the arbitration process is accessible, fair, and efficient, and they clarify the types of disputes that fall within the DBPR's jurisdiction.

Exceptions and Caveats

While the requirement to exhaust DBPR arbitration is generally mandatory for eligible disputes, there are important caveats:

- The arbitration is nonbinding unless the parties agree otherwise, so parties retain the right to seek a trial de novo in court.
- The requirement to arbitrate does not deprive the courts of subject matter jurisdiction; it is a procedural precondition, not a jurisdictional bar ([Sterling Condominium Ass'n, Inc. v. Herrera, 690 So.2d 703 \(Fla. App. 1997\)](#)).
- The DBPR's authority is limited to what is expressly provided by statute; it cannot declare arbitration clauses void as a matter of public policy outside its statutory powers ([Lennar Homes Inc. v. Dep't of Bus. & Prof'l Regulation, 888 So.2d 50 \(Fla. App. 2004\)](#)).
- Only certain types of disputes are eligible for DBPR arbitration, as defined by statute and administrative rule.
- The general principles of contract law and the Florida Arbitration Code apply, including the requirement for a valid agreement to arbitrate and the standards for challenging or enforcing arbitration awards.

Conclusion

Florida caselaw establishes a clear framework for arbitration under the DBPR, particularly in the context of condominium and homeowners' association disputes. Parties must generally exhaust mandatory nonbinding arbitration with the DBPR before proceeding to court, but retain the right to a trial de novo unless they have agreed to binding arbitration. The DBPR's authority is strictly limited to what is provided by statute, and the courts apply general arbitration principles, including the requirement for a valid agreement to arbitrate and the severability of arbitration clauses. The procedural rules set out in the Florida Administrative Code ensure that the arbitration process is fair, efficient, and accessible, but only certain disputes are eligible for arbitration under the DBPR's jurisdiction. The overall aim of this framework is to promote judicial economy, reduce litigation costs, and provide a fairer process for unit owners and associations alike.

Legal Authorities

[Cornerstone 417, LLC v. Cornerstone Condo. Ass'n, Inc., 300 So.3d 1262 \(Fla. App. 2020\)](#)

Florida District Court of Appeals

Extract

Cornerstone 417, LLC ('Cornerstone'), appeals the trial court's final judgment dismissing, with prejudice, its complaint against Cornerstone Condominium Association, Inc., a Florida Not for Profit Corporation as Termination Trustee ('Association'), and LSREF2 OREO (DIRECT), LLC, a Delaware Limited Liability Company ('Oreo') (collectively, 'Appellees'), for failure to exhaust its administrative remedies. On appeal, Cornerstone argues that the trial court erred in dismissing the complaint based on its conclusion that Cornerstone was required, pursuant to section 718.117(16), Florida Statutes (2019), to timely file a petition for mandatory nonbinding arbitration with the Department of Business and Professional Regulations ('DBPR') prior to filing its claim in the circuit court. We affirm. ... Appellees moved to dismiss Cornerstone's complaint, arguing that pursuant to section 718.117(16), Florida Statutes, a unit owner who intends to contest a condominium termination plan must file a petition for mandatory nonbinding arbitration pursuant to section 718.1255, Florida Statutes (2019), within ninety days after the date that the termination plan is recorded; otherwise, the owner is barred from prosecuting their claim in the circuit court. The record reflects that Cornerstone had petitioned for mandatory nonbinding arbitration but that the DBPR dismissed Cornerstone's petition as untimely and procedurally flawed. The trial court dismissed Cornerstone's complaint.

Summary

The passage provides insight into the requirement under Florida law for a unit owner to file a petition for mandatory nonbinding arbitration with the DBPR before pursuing a claim in circuit court. This requirement is outlined in section 718.117(16) and section 718.1255 of the Florida Statutes. The case illustrates the consequences of failing to meet this requirement, as the court dismissed Cornerstone's complaint for not exhausting administrative remedies.

[Elbadramany v. Stanley, 490 So.2d 964, 11 Fla. L. Weekly 1186 \(Fla. App. 1986\)](#)

Florida District Court of Appeals

Extract

The question remains then, whether there was an agreement between the parties to arbitrate future disputes within the meaning of section 682.02, Florida Statutes (1985). Arbitration agreements are valid and enforceable, and public policy favors arbitration as an alternative to litigation. Larry Kent Homes, Inc. v. Empire of America FSA, 474 So.2d 868 (Fla. 5th DCA 1985), rev. denied, Anderton v. Larry Kent Homes, Inc., 484 So.2d 7 (Fla. 1986). The constitution and

by-laws of a voluntary association, when subscribed or assented to by the members, becomes a contract between each member and the association. Sult v. Gilbert, 148 Fla. 31, 3 So.2d 729 (1941).

Summary

Enforceability of arbitration agreements under Florida law, specifically referencing section 682.02, Florida Statutes. It highlights that arbitration agreements are favored by public policy and are enforceable. The passage also notes that the constitution and by-laws of a voluntary association, when agreed to by members, constitute a binding contract to arbitrate disputes. This is relevant to understanding how arbitration agreements are treated under Florida law, which is pertinent to the question about arbitration under the Florida DBPR.

[William Passalacqua Builders, Inc. v. Mayfair House Ass'n, Inc., 395 So.2d 1171 \(Fla. App. 1981\)](#)

Florida District Court of Appeals

Extract

Contract provisions for arbitration of all claims, disputes or other matters arising out of or relating to a construction contract are enforceable in accordance with the Florida Arbitration Code. Mills v. Robert W. Gottfried, Inc., 272 So.2d 837 (Fla. 4th DCA 1973). Any party to a construction contract subject to the Arbitration Code may apply to the circuit court for an order to compel arbitration. Section 682.03, Florida Statutes (1977). A motion to compel arbitration requires determination of the existence of a valid agreement to arbitrate, the existence of arbitrable issues and whether arbitration has been waived. Bigge Crane and Rigging Co. v. Docutel Corporation, 371 F.Supp. 240 (E.D.N.Y. 1973). Any action or proceeding involving an issue subject to arbitration should be stayed if an order for arbitration or an application thereof has been made.

Summary

Process for compelling arbitration, including the need for a valid agreement, arbitrable issues, and the absence of waiver. It also references relevant case law and statutory provisions, indicating its applicability to similar cases involving construction contracts.

[Cwelt-2008 Series 1045 LLC v. Park Gardens Ass'n, Inc., 305 So.3d 618 \(Fla. App. 2020\)](#)

Florida District Court of Appeals

Extract

Chapter 718 of the Florida Statutes is known as the Condominium Act. As expressly provided in section 718.102, the purpose of this chapter is: This court has further recognized that 'the intent of the statute is to increase judicial economy and to reduce the cost of litigation for the parties, especially the unit owner, without eliminating either party's right to a trial by jury.' Sterling Condo. Ass'n, Inc. v. Herrera, 690 So. 2d 703, 704 (Fla. 3d DCA 1997) (emphasis added). See also § 718.1255(3), Fla. Stat. (2015) (providing: 'The Legislature finds that unit owners are frequently at a disadvantage when litigating against an association. ... The high cost and significant delay of circuit court litigation faced by unit owners in the state can be alleviated by requiring nonbinding arbitration and mediation in appropriate cases'). To that end, section 718.1255 provides alternative methods (including nonbinding arbitration) for resolving certain condominium-related disputes, and authorizes the Division of Florida Condominiums, Timeshares, and Mobile Homes (a division of the Department of Business and Professional Regulation) to employ attorneys as arbitrators to conduct the arbitration hearings under chapter 718. Section 718.1255 also provides that the decision of an arbitrator, while final, is nonbinding. The parties are not foreclosed from proceeding in a trial de novo unless the parties have agreed that the arbitration shall be binding. Finally, and most relevant to the instant case, section 718.1255(4)(a) provides: 'Prior to the institution of court litigation, a party to a dispute shall petition the division for nonbinding arbitration.'

Summary

Chapter 718 of the Florida Statutes, known as the Condominium Act, provides for nonbinding arbitration as a method to resolve disputes related to condominiums. This is intended to increase judicial economy and reduce litigation costs. The Division of Florida Condominiums, Timeshares, and Mobile Homes, part of the DBPR, is authorized to conduct these arbitration hearings. The decision from such arbitration is nonbinding unless agreed otherwise by the parties, and parties must petition for nonbinding arbitration before proceeding to court litigation.

[Paid Prescriptions v. Department of Health and Rehabilitative Services, 350 So.2d 100 \(Fla. App. 1977\)](#)

Florida District Court of Appeals

Extract

We are unable to agree with the above finding as the basis for enjoining arbitration. As far as has been shown by this record, the legislature has constitutionally enacted the Florida Arbitration Code, Chapter 682, Florida Statutes (1975). § 682.02 thereof provides as follows: 'Arbitration agreements made valid, irrevocable, and enforceable; scope. Two or more parties may agree in writing to submit to arbitration any controversy existing between them at the time of the agreement, or they may include in a written contract a provision for the settlement by arbitration of any controversy thereafter arising between them relating to such contract or the failure or refusal to perform the whole or any part thereof. Such agreement or provision shall be valid, enforceable, and irrevocable without regard to the justiciable character of the controversy; provided that this act shall not apply to any such agreement or provision to arbitrate in which it is stipulated that this law

shall not apply or to any arbitration or award thereunder.'

Summary

Validity and enforceability of arbitration agreements under the Florida Arbitration Code, Chapter 682, Florida Statutes. It highlights that arbitration agreements are valid, enforceable, and irrevocable, which is relevant to understanding the legal framework for arbitration in Florida. This is pertinent to the question as it provides a legal basis for arbitration agreements, which would include those under the Florida Department of Business and Professional Regulation (DBPR).

[Bari Builders, Inc. v. Hovstone Props. Fla., LLC, 155 So.3d 1160 \(Fla. App. 2014\)](#)

Florida District Court of Appeals

Extract

Appellant, Bari Builders, Inc., appeals the trial court's denial of its motion to compel arbitration pursuant to a subcontract between it and Appellee, Hovstone Properties Florida, LLC. Because the subcontract contains an unambiguous arbitration provision, we reverse. ... '[T]here are three elements for courts to consider in ruling on a motion to compel arbitration of a given dispute: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived.' Seifert v. U.S. Home Corp., 750 So.2d 633, 636 (Fla.1999). *This appeal only concerns the first element—whether a valid written agreement to arbitrate exists. As this determination rests on the construction of the arbitration provision, we review it under the de novo standard of review. ... Arbitration clauses are construed according to basic contract interpretation principles. ... 'Arbitration is a preferred method of dispute resolution, so any doubt regarding the scope of an arbitration clause should be resolved in favor of arbitration.'* ... *In sum, we hold that under the laws of contract interpretation, specifically the law favoring the enforcement of an arbitration provision, the presence of an additional dispute resolution clause does not render an otherwise valid arbitration clause ambiguous if the two can be read in a complementary fashion.*

Summary

The passage provides insight into how arbitration clauses are interpreted under Florida law, emphasizing the preference for arbitration as a method of dispute resolution. It outlines the elements considered by courts when ruling on motions to compel arbitration and highlights the principle that any ambiguity in arbitration clauses should be resolved in favor of arbitration. This is relevant to understanding how arbitration is approached in legal disputes under the jurisdiction of Florida, including those potentially involving the DBPR.

[Bill Heard Chevrolet Corp. v. Wilson, 877 So.2d 15 \(Fla. App. 2004\)](#)

Florida District Court of Appeals

Extract

It is now an axiom of federal and Florida law that written agreements to arbitrate are binding and enforceable, and that in the absence of waiver a court must compel arbitration when an arbitration agreement and an arbitrable issue exist. Public policy favors arbitration as an efficient means of settling disputes, because it avoids the delays and expenses of litigation. KFC Nat'l Mgmt., 739 So.2d at 631. In view of that public policy, all questions concerning the scope or waiver of the right to arbitrate should be resolved in favor of arbitration rather than against it. E.g., Royal Prof'l Builders, Inc. v. Roggin, 853 So.2d 520 (Fla. 4th DCA 2003); Benedict v. Pensacola Motor Sales, Inc., 846 So.2d 1238 (Fla. 1st DCA 2003); Beverly Hills Dev. Corp. v. George Wimpey of Fla., Inc., 661 So.2d 969, 971 (Fla. 5th DCA 1995).

Summary

The case discusses the enforceability of arbitration agreements under both federal and Florida law. It highlights that arbitration is favored as a means of dispute resolution due to its efficiency and cost-effectiveness. The passage also references other cases that support the notion that any doubts regarding the scope or waiver of arbitration should be resolved in favor of arbitration. This is relevant to understanding the general legal framework and public policy regarding arbitration in Florida, which may be applicable to cases under the Florida Department of Business and Professional Regulation (DBPR) if they involve arbitration agreements.

[Lennar Homes Inc. v. Dep't of Bus. & Prof'l Regulation , 888 So.2d 50 \(Fla. App. 2004\)](#)

Florida District Court of Appeals

Extract

Lennar Homes, Inc. (Lennar), appeals a declaratory statement issued by the Department of Business and Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes (Division), ruling that a mandatory arbitration provision in a condominium purchase and sale agreement is prohibited by sections 718.111(3), 718.303 and 718.506, Florida Statutes (2002), and that the arbitration language in Lennar's agreement is void as against public policy. For the reasons that follow, we hold that the Division was without authority to interpret and declare void Lennar's contractual arbitration provision in a declaratory statement proceeding under section 120.565 and to announce a general policy of far-reaching applicability against arbitration provisions in a declaratory statement proceeding. Accordingly, we reverse.

Summary

The Florida District Court of Appeals found that the DBPR's Division of Land Sales, Condominiums and Mobile Homes did not have the authority to declare a mandatory arbitration provision in a condominium purchase and sale agreement void as against public policy. The court reversed the Division's declaratory statement, emphasizing that the Division cannot announce a broad policy against arbitration provisions through a declaratory statement proceeding. This case clarifies the limits of the DBPR's authority in interpreting and enforcing arbitration provisions in contracts.

[Wick v. Orange Park Mgt, LLC, 327 So.3d 369 \(Fla. App. 2021\)](#)

Florida District Court of Appeals

Extract

The Florida Arbitration Code (FAC) provides: Two or more parties may agree in writing to submit to arbitration any controversy existing between them at the time of the agreement, or they may include in a written contract a provision for the settlement by arbitration of any controversy thereafter arising between them relating to such contract or the failure or refusal to perform the whole or any part thereof. § 682.02, Fla. Stat. (2010). In Florida, arbitration agreements are favored. See Jackson v. Shakespeare Found., Inc., 108 So. 3d 587, 593 (Fla. 2013) ('Courts generally favor [arbitration] provisions, and will try to resolve an ambiguity in an arbitration provision in favor of arbitration.'). A party to an arbitration agreement may file a motion in the trial court seeking to compel the parties to proceed to arbitration. See § 682.03(1), Fla. Stat. (2010). When evaluating a motion to compel arbitration, a trial court must consider three factors: '(1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitrate was waived.'

Summary

Clear explanation of the Florida Arbitration Code's provisions regarding arbitration agreements, including the conditions under which parties may agree to arbitration and the factors a court must consider when evaluating a motion to compel arbitration. This is relevant to understanding the legal framework for arbitration under Florida law, which would include cases under the Florida Department of Business and Professional Regulation (DBPR).

[Seifert v. US Home Corp., 750 So.2d 633 \(Fla. 1999\)](#)

Florida Supreme Court

Extract

Under both federal statutory provisions and Florida's arbitration code, there are three elements for courts to consider in ruling on a motion to compel arbitration of a given dispute: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. ... A natural corollary of this rule is that no party may be forced to submit a dispute to arbitration that the party did not intend and agree to arbitrate.

Summary

Three key elements that courts consider when ruling on a motion to compel arbitration under Florida's arbitration code. These elements are crucial in determining whether a dispute is subject to arbitration. The passage also emphasizes that arbitration is a matter of contract interpretation and that parties cannot be forced into arbitration for disputes they did not agree to arbitrate. This is relevant to understanding how arbitration is approached in Florida, including under the DBPR.

[LEN-CG South, LLC v. Champions Club Condominium Association, Inc., 336 So.3d 1245 \(Fla. App. 2022\)](#)

Florida District Court of Appeals

Extract

LEN-CG South, LLC and Lennar Homes, LLC (collectively, 'Appellants') appeal the trial court's nonfinal order denying Appellants' motion to compel arbitration against Champions Club Condominium Association, Inc. ('the Association'). We have jurisdiction. See Fla. R. App. P. 9.130(a)(3)(C)(iv). Because the Declaration of Condominium ('the Declaration') compelled arbitration between the parties, we reverse. ... Appellants sought to compel the Association to arbitrate the lawsuit, alleging valid arbitration provisions existed in four documents: 1) the Declaration; 2) the purchase and sale agreements of the individual unit owners; 3) the units' limited warranties; and 4) the units' special warranty deeds. ... We review de novo the interpretation of an arbitration provision and a condominium declaration. See 4927 Voorhees Rd., LLC v. Tesoriero, 291 So. 3d 668, 670 (Fla. 2d DCA 2020) ; Courvoisier Cts., LLC v. Courvoisier Cts. Condo. Ass'n, 105 So. 3d 579, 580 (Fla. 3d DCA 2012). A trial court must grant a motion to compel arbitration if it determines: 1) a valid agreement to arbitrate exists; 2) an arbitrable issue exists; and 3) the right to arbitration has not been waived. See Seifert v. U.S. Home Corp., 750 So. 2d 633, 636 (Fla. 1999).

Summary

The passage discusses a case where the Florida District Court of Appeals reversed a trial court's decision, compelling arbitration based on the Declaration of Condominium and other related documents. It outlines the criteria for compelling arbitration: a valid agreement, an arbitrable issue, and no waiver of the right to arbitration. This is relevant to understanding how arbitration clauses are enforced in Florida, particularly in the context of condominium associations, which may fall under the purview of the Florida DBPR.

[Angels Senior Living at Connerton Court, LLC v. Gundry, 210 So.3d 257 \(Fla. App. 2017\)](#)

Florida District Court of Appeals

Extract

Connerton argues that the trial court lacked authority to determine whether the arbitration agreement was valid; the delegation clause, it tells us, vested that power in the arbitrator. See Rent-A-Center, W., Inc. v. Jackson, 561 U.S. 63, 74, 130 S.Ct. 2772, 177 L.Ed.2d 403 (2010). Generally, when an '[arbitration] [a]greement contains a delegation provision, we only retain jurisdiction to review a challenge to that particular provision. Absent a direct challenge, we must treat the delegation provision as valid and allow the arbitrator to determine the issue of arbitrability.' Parnell v. CashCall, Inc., 804 F.3d 1142, 1148 (11th Cir. 2015) (citing Rent-A-Center, 561 U.S. at 72, 130 S.Ct. 2772).

Summary

Authority of courts versus arbitrators in determining the validity of arbitration agreements, particularly when a delegation clause is present. This is relevant to understanding how arbitration agreements are interpreted and enforced in Florida, which is pertinent to the question about arbitration under the Florida DBPR.

[Avid Engineering, Inc. v. Orlando Marketplace Ltd., 809 So.2d 1 \(Fla. App. 2001\)](#)

Florida District Court of Appeals

Extract

In Seifert v. U.S. Home Corp., 750 So.2d 633, 636 (Fla.1999), the Florida Supreme Court stated: Under both federal statutory provisions and Florida's arbitration code, there are three elements for courts to consider in ruling on a motion to compel arbitration of a given dispute: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. See Terminix Int'l Co. L.P. v. Ponzio, 693 So.2d 104, 106 (Fla. 5th DCA 1997).

Summary

Clear framework for understanding how courts in Florida approach motions to compel arbitration. It outlines three critical elements that must be considered: the existence of a valid written agreement to arbitrate, the presence of an arbitrable issue, and whether the right to arbitration has been waived. This framework is applicable to arbitration cases under the Florida Arbitration Code, which would include cases related to the Florida Department of Business and Professional Regulation (DBPR) if they involve arbitration.

[Neate v. Cypress Club Condominium, Inc., 718 So.2d 390 \(Fla. App. 1998\)](#)

Florida District Court of Appeals

Extract

The rewritten statute newly required that disputes between a unit owner and condominium association involving the authority of the board to require or forbid unit owners to take action must first be submitted to nonbinding arbitration before a lawsuit may be filed. Section 718.1255(4)(a) states in part that: '[p]rior to the institution of court litigation, a party to a dispute shall [e.s.] petition the division for nonbinding arbitration.' Equally important, it provides that the decision of the arbitrators is final unless a party to the dispute files a complaint for a trial de novo within 30 days after the arbitration decision has been presented in writing.

Summary

The statute requires disputes between unit owners and condominium associations to be submitted to nonbinding arbitration before any court litigation can be initiated. This requirement is part of Section 718.1255(4)(a) of the Florida Statutes. The arbitration decision is considered final unless a party files for a trial de novo within 30 days of the written arbitration decision. This process is intended to streamline dispute resolution and reduce litigation costs.

[Florida Power Corp. v. City of Casselberry, 793 So.2d 1174 \(Fla. App. 2001\)](#)

Florida District Court of Appeals

Extract

Arbitration provisions are generally favored by the courts; however, because arbitration provisions are contractual in nature, construction of such provisions and the contracts in which they appear remains a matter of contract interpretation. See Seifert v. U.S. Home Corp., 750 So.2d 633, 636 (Fla.1999) (citations omitted); see also R.W. Roberts Constr. Co., Inc. v. St. Johns River Water Management Dist. for Use and Ben. of McDonald Elec., 423 So.2d 630, 632 (Fla. 5th DCA 1982). Accordingly, the determination of whether an arbitration clause requires arbitration of a particular dispute necessarily 'rests on the intent of the parties.' Id.; see also Regency Group, Inc. v. McDaniels, 647 So.2d 192, 193 (Fla. 1st DCA 1994). 'The general rule is that where an arbitration agreement exists between the parties, arbitration is required only of those controversies or disputes which the parties have agreed to submit to arbitration.' Miller v. Roberts, 682 So.2d 691, 692

(Fla. 5th DCA 1996). Under both federal statutory provisions and Florida's Arbitration Code, there are three elements for courts to consider in ruling on a motion to compel arbitration of a given dispute: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. See *Seifert*, 750 So.2d at 636; *Terminix Int'l Co., L.P. v. Ponzio*, 693 So.2d 104, 106 (Fla. 5th DCA 1997).

Summary

The passage provides insight into how arbitration clauses are interpreted under Florida law, emphasizing that they are contractual in nature and depend on the intent of the parties involved. It outlines the general rule that arbitration is required only for disputes the parties have agreed to arbitrate. It also specifies the three elements considered by courts when ruling on motions to compel arbitration: the existence of a valid agreement, the presence of an arbitrable issue, and whether the right to arbitration was waived. This information is relevant to understanding arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it provides a legal framework for arbitration agreements in Florida.

[Manorcare Health Services, Inc. v. Stiehl, 22 So.3d 96 \(Fla. App. 2009\)](#)

Extract

In challenging the validity of an arbitration agreement, a party must assert defenses applicable to all contracts—defenses such as fraud, duress, or unconscionability. Global Travel Mktg., Inc. v. Shea, 908 So.2d 392, 397 (Fla.2005); see also Gainesville Health Care Ctr., Inc. v. Weston, 857 So.2d 278, 283 (Fla. 1st DCA 2003) (observing that both the Federal Arbitration Act and the Florida Arbitration Code permit a challenge to the validity of an arbitration provision based upon state-law contract defenses). A trial court is to review those defenses which go to the validity of the arbitration agreement itself, rather than to the enforceability of the contract as a whole.

Summary

The passage provides insight into the legal framework for challenging arbitration agreements in Florida, highlighting that defenses such as fraud, duress, or unconscionability can be used to contest the validity of such agreements. This is relevant to understanding how arbitration agreements are treated under Florida law, which is pertinent to the question about arbitration under the Florida DBPR.

[Mills v. Robert W. Gottfried, Inc., 272 So.2d 837 \(Fla. App. 1973\)](#)

Florida District Court of Appeals

Extract

'All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, ... shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise...' These provisions for arbitration are not contrary to the public policy of this state (see Section 682.02, F.S.1971, F.S.A.) and should be enforced in accordance with the Florida Arbitration Code, Chapter 682, F.S.1971, F.S.A. However, both the agreement and the Florida Arbitration Code contemplate the submission to arbitration of real Controversies—not questions simply of academic interest. When the motion to dismiss was filed in the present case, there was no controversy to submit to arbitration. As noted above, the defendants' answer had not been filed. Hence, all the trial judge had before him was an uncontroverted claim for the payment of a sum certain and a demand for a lien to enforce the payment. The trial judge, therefore, did not err in denying the defendants' alternative motion for arbitration.

Summary

The case discusses the enforceability of arbitration agreements under the Florida Arbitration Code. The court affirmed that arbitration provisions are not contrary to public policy and should be enforced according to the Florida Arbitration Code. However, the court also noted that arbitration is intended for real controversies, not merely academic questions. In this case, the court found no controversy to arbitrate, as the defendants had not filed an answer, leading to the denial of the motion for arbitration.

[ROYAL PROFESSIONAL BUILDERS, INC. v. Roggin, 853 So.2d 520 \(Fla. App. 2003\)](#)

Florida District Court of Appeals

Extract

In ruling on a motion to compel arbitration, a trial court must decide three issues: (1) whether a valid written agreement exists containing an arbitration clause; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. See Pulte Home Corp. v. Smith, 823 So.2d 305, 308-09 (Fla. 2d DCA 2002)(citing Seifert v. U.S. Home Corp., 750 So.2d 633, 636 (Fla. 1999)). Because arbitration provisions are contractual in nature, construction of such provisions and the contracts in which they appear remains a matter of contract interpretation. See Seifert, 750 So.2d at 636. The general rule is that where an arbitration agreement exists between the parties, arbitration is required only of those controversies or disputes which the parties have agreed to submit to arbitration. See Fla. Power Corp. v. City of Casselberry, 793 So.2d 1174 (Fla. 5th DCA 2001). Because the arbitration provision in the agreement did not provide for the arbitration panel to decide whether the claim is arbitrable, the trial court, rather than the arbitration panel, should make that determination. See Premier Med. Mgmt., Ltd. v. Salas, 830 So.2d 959, 960 n. 2 (Fla. 1st DCA 2002).

Summary

Criteria that a trial court must consider when ruling on a motion to compel arbitration, which includes determining the existence of a valid arbitration agreement, the presence of an arbitrable issue, and whether the right to arbitration has been waived. It also emphasizes that arbitration provisions are subject to contract interpretation and that only disputes agreed upon by the parties are subject to arbitration. Additionally, it clarifies that the trial court, not the arbitration panel, should decide the arbitrability of a claim unless the agreement specifies otherwise. This information is relevant to understanding how arbitration is approached under Florida law, which is pertinent to the operations of the Florida Department of Business and Professional Regulation (DBPR) when arbitration is involved.

[Larry Kent Homes, Inc. v. Empire of America FSA, 474 So.2d 868, 10 Fla. L. Weekly 1969 \(Fla. App. 1985\)](#)

Florida District Court of Appeals

Extract

As Larry Kent correctly points out, arbitration agreements are valid and enforceable and public policy favors arbitration as an alternative to litigation. Midwest Mut. Ins. Co. v. Santiesteban, 287 So.2d 665 (Fla. 1973). Arbitration clauses have been enforced in cases similar to the present one. See, e.g., Walter L. Keller & Assoc. v. Health Management Foundation, 438 So.2d 1076 (Fla. 2d DCA 1983); Post Tensioned Engineering v. Fairways Plaza, 412 So.2d 871 (Fla. 3d DCA 1982).

Summary

Arbitration agreements are considered valid and enforceable in Florida, and there is a public policy that favors arbitration as an alternative to litigation. This is supported by references to other cases where arbitration clauses have been enforced. The context of the passage is a legal case from the Florida District Court of Appeals, which provides a precedent for the enforceability of arbitration agreements. The scope is broad as it applies to arbitration agreements in general, not limited to a specific type of case or industry.

[Beverly Hills Development Corp. v. George Wimpey of Florida, Inc., 661 So.2d 969 \(Fla. App. 1995\)](#)

Florida District Court of Appeals

Extract

We start our analysis by noting that Florida law favors arbitration over litigation to resolve private disputes. North American Van Lines v. Collyer, 616 So.2d 177, 178 (Fla. 5th DCA 1993). There is a strong public policy favoring arbitration. Lapidus v. Arlen Beach Condominium Ass'n., Inc., 394 So.2d 1102 (Fla. 3d DCA 1981). All questions concerning the scope or waiver of the right to arbitrate under contracts should be resolved in favor of arbitration rather than against it. Ronbeck Construction Co., Inc. v. Savanna Club Corp., 592 So.2d 344 (Fla. 4th DCA 1992).

Summary

The passage highlights the general legal principle in Florida that favors arbitration as a means to resolve disputes, which is relevant to understanding the broader legal context in which the Florida Department of Business and Professional Regulation (DBPR) operates. The passage does not specifically mention the DBPR but provides insight into the legal environment regarding arbitration in Florida.

[Sterling Condominium Ass'n, Inc. v. Herrera, 690 So.2d 703 \(Fla. App. 1997\)](#)

Florida District Court of Appeals

Extract

Section 718.1255(4)(a) requires that '[p]rior to the institution of court litigation, the [condominium association and the unit owner] shall petition the division for nonbinding arbitration.' Herrera argues that, based on this requirement for mandatory nonbinding arbitration of disputes, the circuit court lacked subject matter jurisdiction. We disagree for several reasons. First, section 718.1255(3), recites the following 'Legislative Findings:' (a) ... that unit owners are frequently at a disadvantage when litigating against an association. Specifically, a condominium association, with its statutory assessment authority, is often more able to bear the costs and expenses of litigation than the unit owner who must rely on his own financial resources to satisfy the costs of litigation against the association. (b) ... that the courts are becoming overcrowded with condominium and other disputes, and ... that alternative dispute resolution has been making progress in reducing court dockets and trials and in offering a more efficient, cost-effective option to court litigation.... (c) [that] [t]here exists a need to develop a means of alternative dispute resolution. (d) [that] [t]he high cost and significant delay of circuit court litigation faced by unit owners in the state can be alleviated by requiring nonbinding arbitration, thereby reducing delay and attorney's fees while preserving the right of either party to have its case heard by a jury, if applicable, in a court of law. ... Secondly, because the arbitration is 'nonbinding' and because the statute explains that 'nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo,' § 718.1255(4), Florida Statutes, we find that the statute is not jurisdictional and that, therefore, the circuit court did not lack subject matter jurisdiction to hear this dispute.

Summary

Florida law requires condominium associations and unit owners to engage in nonbinding arbitration before proceeding to court litigation. This requirement is intended to alleviate the disadvantages faced by unit owners, reduce court congestion, and provide a cost-effective alternative to litigation. However, because the arbitration is nonbinding, it does not preclude parties from seeking a trial de novo in court, and thus, it does not affect the court's subject matter jurisdiction.

[Benedict v. Pensacola Motor Sales, Inc., 846 So.2d 1238 \(Fla. App. 2003\)](#)

Florida District Court of Appeals

Extract

Arbitration clauses are to be given the 'broadest possible interpretation to accomplish the salutary purpose of resolving controversies out of court.' Royal Caribbean Cruises, Ltd. v. Universal Employment Agency, 664 So.2d 1107, 1108 (Fla. 3d DCA 1996). When parties contractually agree to arbitrate, a court must give effect to that agreement, and all arbitrable issues must be resolved through arbitration unless arbitration has been waived. All questions regarding waiver of arbitration should be construed in favor of arbitration. See Zager Plumbing, Inc. v. JPI Nat'l Constr., Inc., 785 So.2d 660, 662 (Fla. 3d DCA 2001).

Summary

Interpretation of arbitration clauses in contracts, emphasizing that they should be given the broadest possible interpretation to resolve disputes out of court. It also highlights that courts must enforce arbitration agreements unless there is a waiver, and any questions about waiver should favor arbitration. This is relevant to understanding how arbitration is approached in Florida, including under the DBPR, as it provides a general legal framework for arbitration agreements.

[Jackson v. Shakespeare Found., Inc., 108 So. 3d 587 \(Fla. 2013\)](#)

Florida Supreme Court

Extract

Generally, the three fundamental elements that must be considered when determining whether a dispute is required to proceed to arbitration are: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. See Seifert v. U.S. Home Corp., 750 So.2d 633, 636 (Fla.1999). Arbitration provisions are contractual in nature and remain a matter of contractual interpretation. See id. The intent of the parties to a contract, as manifested in the plain language of the arbitration provision and contract itself, determines whether a dispute is subject to arbitration. See id. Courts generally favor such provisions, and will try to resolve an ambiguity in an arbitration provision in favor of arbitration. See id.; see also Qubty v. Nagda, 817 So.2d 952, 956 (Fla. 5th DCA 2002).

Summary

General framework for arbitration in Florida, which is relevant to understanding arbitration under the Florida Department of Business and Professional Regulation (DBPR). It outlines the key elements that must be considered in arbitration cases, which are applicable to a wide range of arbitration scenarios, including those under the DBPR.

[Shotts v. OP Winter Haven, Inc., 86 So. 3d 456 \(Fla. 2012\)](#)

Florida Supreme Court

Extract

In Florida, an arbitration clause in a contract involving interstate commerce is subject to the Florida Arbitration Code (FAC), to the extent the FAC is not in conflict with the FAA. This Court in Seifert v. U.S. Home Corp., 750 So.2d 633 (Fla.1999), held that, in a hearing on a motion to compel arbitration, the inquiry follows the same three-step process regardless whether the inquiry is conducted under the FAC or the FAA: Under both federal statutory provisions and Florida's arbitration code, there are three elements for courts to consider in ruling on a motion to compel arbitration of a given dispute: (1) whether a valid written agreement to arbitrate exists; (2) whether an arbitrable issue exists; and (3) whether the right to arbitration was waived. Seifert, 750 So.2d at 636.

Summary

The passage provides insight into how arbitration clauses are treated under Florida law, specifically in the context of contracts involving interstate commerce. It outlines the three-step process used by courts to determine whether arbitration should be compelled, which is relevant to understanding arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it relates to the broader legal framework governing arbitration in Florida.

[Fla. Admin. Code Ann. R. 61B-80.101 Fla. Admin. Code Ann. R. 61B-80.101 Scope, Organization, Procedure, Forms, and Title](#)

Extract

This chapter shall be entitled 'The Arbitration Rules of Procedure Governing Recall and Election Disputes in Homeowners' Associations' and shall govern the arbitration of election disputes and recall disputes arising in a homeowners' associations governed by Chapter 720, F.S. For purposes of these rules 'homeowners' means 'members' and 'parcel owners' who are voting members of the association as those terms are defined by Section 720.301, F.S. This chapter applies to all recall and election arbitration proceedings held pursuant to Section 720.303, 720.306, or 720.311, F.S.; these provisions shall only apply to election and recall disputes that exist on or after October 1, 2004. The provisions of Chapters 61B-45 and 61B-50, F.A.C., are incorporated herein by reference to the extent those chapters are consistent with these rules. These rules also apply to all arbitration proceedings referred to the division and conducted after mediation

pursuant to Section 720.311(b), F.S.

Summary

The document provides specific rules for arbitration related to election and recall disputes in homeowners' associations under the jurisdiction of the Florida Department of Business and Professional Regulation. It outlines the applicability of these rules to disputes existing on or after October 1, 2004, and incorporates other chapters by reference if consistent with these rules. This is directly relevant to understanding the procedural framework for arbitration under the DBPR.

[Fla. Admin. Code Ann. R. 61B-80.102 Fla. Admin. Code Ann. R. 61B-80.102 Filing For Recall Dispute Arbitration](#)

Extract

Where the homeowners attempt to recall one or more directors of a board of a homeowners' association by written agreement, ballot, or vote taken at a meeting, the board of directors shall initiate a recall arbitration by filing a petition for recall arbitration with the division as provided by this rule. Where the homeowners attempt to recall one or more directors of a board at a homeowners meeting or by an agreement in writing or written ballot, and the board does not certify the recall, the board shall file a petition for arbitration with the division within five full business days after adjournment of the board meeting at which the board determined not to certify the recall. Where the board fails to file a petition for recall arbitration as required by these rules and Chapter 720, F.S., the homeowners seeking to challenge the board's decision not to certify the recall, or not to file for recall arbitration, may file a petition for arbitration pursuant to these rules.

Summary

The Florida Administrative Code provides specific procedures for arbitration related to recall disputes in homeowners' associations. The board of directors is required to initiate recall arbitration by filing a petition if they do not certify a recall. If the board fails to do so, homeowners have the right to file a petition for arbitration. This is specifically governed by the rules and Chapter 720 of the Florida Statutes.

[Fla. Admin. Code Ann. R. 61B-45.018 Fla. Admin. Code Ann. R. 61B-45.018 Processing of Arbitration Petitions; Notification to Parties](#)

Extract

If, upon receipt of a petition for arbitration, the filing fee required by Section 718.1255, F.S., is not included, the division shall return the petition to the sender with an explanation for its return. After assignment of a petition for arbitration, the arbitrator shall make a preliminary determination on whether the controversy described in the petition falls within the jurisdiction of the division and whether the petition complies with Rule 61B-45.017, F.A.C. If the controversy falls within the jurisdiction of the division and the petition complies with Rule 61B-45.017, F.A.C., the arbitrator shall so notify the petitioner and shall proceed as set forth in subsection below. The arbitrator shall reject a petition if it is determined to be outside the jurisdiction of the division. If the petition fails to comply with Rule 61B-45.017, F.A.C., the arbitrator shall enter an order requiring petitioner to amend the petition to comply with Rule 61B-45.017, F.A.C. The arbitrator shall reject a petition for noncompliance with Rule 61B-45.017, F.A.C. If the arbitrator preliminarily determines the dispute to fall within the jurisdiction of the division and determines that the petition complies with Rule 61B-45.017, F.A.C., the arbitrator shall by United States certified mail or personal service provide the respondent with a copy of the petition and an order requiring respondent to file an answer. For petitions involving a plan of termination pursuant to Section 718.117, F.S., after 90 days from the date the petition states that the challenged termination plan was recorded in the public records of the county in which the condominium is located, the arbitrator shall serve the respondent(s) with a copy of the petition and an order requiring respondent to file an answer.

Summary

The passage outlines the procedure for processing arbitration petitions under the Florida Department of Business and Professional Regulation. It specifies the requirements for filing a petition, the role of the arbitrator in determining jurisdiction and compliance, and the steps to be taken if a petition is found to be within jurisdiction and compliant. This information is directly relevant to understanding the caselaw related to arbitration under the DBPR.

[Fla. Admin. Code Ann. R. 61B-80.103 Fla. Admin. Code Ann. R. 61B-80.103 Filing For Election Dispute Arbitration](#)

Extract

An election arbitration is commenced upon the filing of a petition for mandatory binding arbitration pursuant to Sections 720.306 and 720.311, F.S., and conforming to the requirements of this rule. The term 'petition' as used in this rule includes any application or other document that expresses a request for arbitration of an election dispute. The petition shall comply with the provisions of this rule, and be printed, typewritten or otherwise duplicated in legible form on one side of the paper only with lines double-spaced. A party filing a petition for election arbitration shall utilize DBPR FORM HOA 6000-3, MANDATORY BINDING ARBITRATION FORM PETITION-ELECTION DISPUTE and shall include a \$200 filing fee, incorporated in subsection 61B-80.101, F.A.C. Election disputes include a controversy relating to the conduct of a regular, special, or runoff election; the qualification of candidates for the board; the filling of a vacancy caused by any reason other than the recall of one or more directors of the board; and other disputes regarding an association election.

Summary

The passage provides specific procedural requirements for filing a petition for arbitration in election disputes under the Florida Department of Business and Professional Regulation. It outlines the form to be used, the filing fee, and the types of disputes covered. This is directly relevant to understanding the arbitration process under the DBPR for election disputes.

Extract

After a petition for arbitration is filed and assigned to an arbitrator, the respondent will be mailed a copy of the petition by the arbitrator, and will be given an opportunity to answer the petition. Unless a shorter time is ordered by the arbitrator in cases where the health, safety, or welfare of the resident(s) of a community is alleged to be endangered, a respondent in an election dispute shall file the answer with the arbitrator, and shall mail a copy to the petitioner, within 20 days after receipt of the petition. In a recall dispute, the respondent shall have 10 days in which to file an answer. The answer shall include all defenses and objections, and shall be filed on DBPR FORM HOA 6000-9, ANSWER TO PETITION, incorporated in Rule 61B-80.101, F.A.C. The answer shall not include a request for relief (counterclaim) against the petitioner. Any claim or request for relief must be filed as a new petition following the procedure provided in subsection 61B-80.101, F.A.C.

Summary

The passage provides specific procedural rules for arbitration under the Florida Department of Business and Professional Regulation, particularly concerning recall and election disputes in homeowners' associations. It outlines the timeline and requirements for filing an answer to a petition for arbitration, including the use of a specific form and the prohibition of counterclaims within the answer. This information is directly relevant to understanding the procedural aspects of arbitration under the DBPR.

Extract

Initiation of arbitration proceedings shall be made by a unit owner or association filing the original petition for arbitration and one copy for each named respondent with the Division of Florida Condominiums, Timeshares, and Mobile Homes. All petitions shall be submitted on either a completed DBPR Form ARB 6000-001, MANDATORY NON-BINDING PETITION FORM or DBPR Form ARB 6000-013, MANDATORY NONBINDING PETITION FORM FOR A TERMINATION DISPUTE, as applicable and incorporated in subsections 61B-45.001 and , F.A.C. A fee of \$50.00 shall be included with each petition for arbitration. A petition which is not accompanied by this fee shall not be processed. Once a petition and the filing fee is received by the division for filing, the fee cannot be refunded. If a person other than an attorney files a petition or other pleading as a representative of a party, that person shall simultaneously file a completed DBPR Form ARB 6000-002, QUALIFIED REPRESENTATIVE APPLICATION, incorporated in subsection 61B-45.001, F.A.C.

Summary

The initiation of arbitration proceedings under the Florida DBPR requires the filing of a petition by a unit owner or association. The petition must be submitted using specific DBPR forms and accompanied by a \$50.00 fee. This process is applicable to disputes involving condominiums, timeshares, and mobile homes, and is governed by the rules of procedure outlined in Chapter 61b-45 of the Florida Administrative Code.

Extract

When one or more members of a board of administration of a condominium, cooperative, or mobile homeowners' association have been recalled, the board of administration may initiate a recall arbitration by filing a petition for recall arbitration with the division, as follows: (a) Recall at a Unit Owner or Member Meeting. Where the unit owners or members attempt to recall one or more members of a board at a unit owner or member meeting, and the board does not certify the recall, the board shall file a petition for arbitration with the division within five full business days after adjournment of the board meeting at which the board determined not to certify the recall. (b) Recall by Written Agreement. Where the unit owners or members attempt to recall one or more members of a board by written agreement of a majority of the voting interests, and the board does not certify the written agreement to recall, the board shall file a petition for arbitration with the division within five full business days after adjournment of the board meeting at which the board determined not to certify the written agreement to recall.

Summary

The Florida Administrative Code provides specific procedures for initiating recall arbitration when board members of a condominium, cooperative, or mobile homeowners' association are recalled. The board must file a petition for arbitration within five business days if they do not certify the recall, whether it was attempted at a meeting or by written agreement. This rule is specific to the recall arbitration process under the Florida Department of Business and Professional Regulation.

Extract

This chapter shall be entitled 'The Mandatory Non-Binding Arbitration Rules of Procedure' and shall be construed to secure the just, speedy and inexpensive determination of every proceeding. Specifically, this chapter applies to all proceedings for mandatory non-binding arbitration held pursuant to Sections 718.1255, 719.1255, and 718.117, F.S. This chapter does not apply to recall arbitrations commenced pursuant to Section 718.112(j) or 719.106(f), F.S.; recall arbitrations

shall be governed by Chapter 61B-50, F.A.C.

Summary

The chapter provides rules for mandatory non-binding arbitration proceedings under specific Florida Statutes (Sections 718.1255, 719.1255, and 718.117). It clarifies that these rules do not apply to recall arbitrations, which are governed by a different chapter. This information is directly related to arbitration under the Florida DBPR.

[Fla. Admin. Code Ann. R. 61B-45.019 Fla. Admin. Code Ann. R. 61B-45.019 Answer and Defenses](#)

Extract

After a petition for arbitration is filed and assigned to an arbitrator, the respondent will be mailed a copy of the petition by the arbitrator, and will be given an opportunity to answer the petition. Unless a shorter time is ordered by the arbitrator in cases where the health, safety, or welfare of the resident(s) of a community is alleged to be endangered, a respondent shall file the answer with the arbitrator, and shall mail a copy to the petitioner, within 20 days after receipt of the petition. The answer shall include all defenses and objections, and shall be filed on DBPR form ARB96-003, ANSWER TO PETITION, incorporated in subsection 61B-45.001, F.A.C. The answer shall not include a request for relief (counterclaim) against the petitioner. Any claim or request for relief must be filed as a new petition following the procedure provided in Rule 61B-45.017, F.A.C.

Summary

The passage provides specific procedural rules for responding to a petition for arbitration under the Florida Department of Business and Professional Regulation. It outlines the timeline for filing an answer, the requirement to use a specific form, and the prohibition against including counterclaims in the answer. This information is directly relevant to understanding the arbitration process under the DBPR.

[Fla. Stat. § 718.1255 Fla. Stat. § 718.1255 \[Effective Until 7/1/2027\] Alternative Dispute Resolution; Mediation; Nonbinding Arbitration; Applicability](#)

Extract

NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.-The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation may employ full-time attorneys to act as arbitrators to conduct the arbitration hearings provided by this chapter. The division may also certify attorneys who are not employed by the division to act as arbitrators to conduct the arbitration hearings provided by this chapter. A person may not be employed by the department as a full-time arbitrator unless he or she is a member in good standing of The Florida Bar. A person may only be certified by the division to act as an arbitrator if he or she has been a member in good standing of The Florida Bar for at least 5 years and has mediated or arbitrated at least 10 disputes involving condominiums in this state during the 3 years immediately preceding the date of application, mediated or arbitrated at least 30 disputes in any subject area in this state during the 3 years immediately preceding the date of application, or attained board certification in real estate law or condominium and planned development law from The Florida Bar. Arbitrator certification is valid for 1 year. An arbitrator who does not maintain the minimum qualifications for initial certification may not have his or her certification renewed. The department may not enter into a legal services contract for an arbitration hearing under this chapter with an attorney who is not a certified arbitrator unless a certified arbitrator is not available within 50 miles of the dispute. The department shall adopt rules of procedure to govern such arbitration hearings including mediation incident thereto. The decision of an arbitrator is final; however, a decision is not deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties have agreed that the arbitration is binding. If judicial proceedings are initiated, the final decision of the arbitrator is admissible in evidence in the trial de novo.

Summary

The passage provides detailed information on the arbitration process under the Florida Department of Business and Professional Regulation, specifically for condominium disputes. It outlines the qualifications for arbitrators, the process of arbitration, and the role of the Division of Florida Condominiums, Timeshares, and Mobile Homes. This is directly relevant to understanding the caselaw related to arbitration under the DBPR.

[Fla. Stat. § 718.1255 Fla. Stat. § 718.1255 \[Effective 7/1/2027\] Alternative Dispute Resolution; Mediation; Nonbinding Arbitration; Applicability](#)

Extract

NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.-The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation may employ full-time attorneys to act as arbitrators to conduct the arbitration hearings provided by this chapter. The division may also certify attorneys who are not employed by the division to act as arbitrators to conduct the arbitration hearings provided by this chapter. A person may not be employed by the department as a full-time arbitrator unless he or she is a member in good standing of The Florida Bar. A person may only be certified by the division to act as an arbitrator if he or she has been a member in good standing of The Florida Bar for at least 5 years and has mediated or arbitrated at least 10 disputes involving condominiums in this state during the 3 years immediately preceding the date of application, mediated or arbitrated at least 30 disputes in any subject area in this state during the 3 years immediately preceding the date of application, or attained board certification in real estate law or condominium and planned development law from The Florida Bar. Arbitrator certification is valid for 1 year. An arbitrator who does not maintain the minimum qualifications for initial certification may not have his or her certification renewed. The department may not enter into a legal services contract for an arbitration hearing under this chapter with an attorney who is not a certified arbitrator unless a certified arbitrator is not available within 50 miles of the dispute. The department shall adopt rules of procedure to govern such arbitration hearings including mediation incident thereto. The decision of an arbitrator is final; however, a decision is not deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo unless the parties

have agreed that the arbitration is binding. If judicial proceedings are initiated, the final decision of the arbitrator is admissible in evidence in the trial de novo.

Summary

The passage provides detailed information on the arbitration process under the Florida Department of Business and Professional Regulation, specifically for condominium disputes. It outlines the qualifications for arbitrators, the process of arbitration, and the role of the Division of Florida Condominiums, Timeshares, and Mobile Homes. This is directly relevant to understanding the caselaw related to arbitration under the DBPR.

[Fla. Stat. § 718.112 Fla. Stat. § 718.112 Bylaws](#)

Extract

Alternative dispute resolution.-There must be a provision for alternative dispute resolution as provided for in s. 718.1255 for any residential condominium.

Summary

There is a requirement for alternative dispute resolution, including arbitration, as provided in section 718.1255 of the Florida Statutes for residential condominiums. This suggests that arbitration is a recognized method of resolving disputes within the context of condominium associations in Florida, as governed by the Florida Department of Business and Professional Regulation (DBPR).

[Fla. Stat. § 44.104 Fla. Stat. § 44.104 Voluntary Binding Arbitration and Voluntary Trial Resolution](#)

Extract

Two or more opposing parties who are involved in a civil dispute may agree in writing to submit the controversy to voluntary binding arbitration, or voluntary trial resolution, in lieu of litigation of the issues involved, prior to or after a lawsuit has been filed, provided no constitutional issue is involved. If the parties have entered into an agreement which provides in voluntary binding arbitration for a method for appointing of one or more arbitrators, or which provides in voluntary trial resolution a method for appointing a member of The Florida Bar in good standing for more than 5 years to act as trial resolution judge, the court shall proceed with the appointment as prescribed. However, in voluntary binding arbitration at least one of the arbitrators, who shall serve as the chief arbitrator, shall meet the qualifications and training requirements adopted pursuant to s. 44.106.

Summary

Fla. Stat. § 44.104 provides a framework for voluntary binding arbitration and voluntary trial resolution in civil disputes in Florida. It outlines the process for appointing arbitrators or trial resolution judges, the application process, and the rules governing the proceedings. This statute is relevant to arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it provides the legal basis for arbitration agreements and proceedings in civil disputes, which may include disputes overseen by the DBPR.

[Fla. Admin. Code Ann. R. 61B-50.101 Fla. Admin. Code Ann. R. 61B-50.101 Scope, Organization, Procedure, and Title](#)

Extract

This chapter shall be entitled 'The Rules of Procedure Governing Recall Arbitration' and shall govern the arbitration of a recall of one or more members of a board of administration of a condominium, cooperative, or mobile home homeowners' association. These rules shall be construed to secure the just, speedy and inexpensive determination of every proceeding. Specifically, this chapter applies to all proceedings held pursuant to Section 718.112(j), 719.106(f) or 723.078(i), F.S. The provisions of Chapter 682, F.S., and Chapter 61B-45, F.A.C., do not apply.

Summary

This rule specifically governs the arbitration process related to the recall of board members in certain types of associations. It clarifies that the rules are designed to ensure a fair, quick, and cost-effective process and specifies the statutory sections under which these rules apply. It also explicitly states that certain other chapters do not apply to these proceedings.

[Fla. Admin. Code Ann. R. 61B-45.013 Fla. Admin. Code Ann. R. 61B-45.013 Matters Eligible Or Ineligible For Arbitration](#)

Extract

A 'dispute' under Section 718.1255, F.S., includes a disagreement that involves use of a unit or the appurtenances thereto, including use of the common elements. Except for disputes involving the termination of a condominium, no controversy shall be accepted for arbitration under these rules where the controversy is between or among unit owners, or between or among a unit owner or unit owners and tenants, except where the association is a party and the dispute is otherwise eligible for arbitration. Except for disputes involving the termination of a condominium, the only disputes eligible for arbitration are those existing between a unit owner or owners and the association or its board of administration; however, pursuant to Rule 61B-45.015, F.A.C., a tenant shall be named as a party respondent where the subject matter of the dispute concerns a tenant. In addition, other unit owners having a particular interest in the

proceeding shall be named as parties.

Summary

Only certain disputes are eligible for arbitration, specifically those between unit owners and the association or its board, unless the association is a party to the dispute. This provides insight into the types of cases that can be arbitrated under these rules.

[Fla. Stat. § 682.014 Fla. Stat. § 682.014 Effect of Agreement to Arbitrate; Nonwaivable Provisions](#)

Extract

Except as otherwise provided in subsections and , a party to an agreement to arbitrate or to an arbitration proceeding may waive, or the parties may vary the effect of, the requirements of this chapter to the extent permitted by law. Before a controversy arises that is subject to an agreement to arbitrate, a party to the agreement may not: (a) Waive or agree to vary the effect of the requirements of: 1. Commencing a petition for judicial relief under s. 682.015; 2. Making agreements to arbitrate valid, enforceable, and irrevocable under s. 682.02; 3. Permitting provisional remedies under s. 682.031; 4. Conferring authority on arbitrators to issue subpoenas and permit depositions under s. 682.08 or ; 5. Conferring jurisdiction under s. 682.181; or 6. Stating the bases for appeal under s. 682.20; (b) Agree to unreasonably restrict the right under s. 682.032 to notice of the initiation of an arbitration proceeding; (c) Agree to unreasonably restrict the right under s. 682.041 to disclosure of any facts by a neutral arbitrator; or (d) Waive the right under s. 682.07 of a party to an agreement to arbitrate to be represented by an attorney at any proceeding or hearing under this chapter, but an employer and a labor organization may waive the right to representation by an attorney in a labor arbitration. A party to an agreement to arbitrate or arbitration proceeding may not waive, or the parties may not vary the effect of, the requirements in this section or: (a) The applicability of this chapter, the Revised Florida Arbitration Code, under s. 682.013 or ; (b) The availability of proceedings to compel or stay arbitration under s. 682.03; (c) The immunity conferred on arbitrators and arbitration organizations under s. 682.051; (d) A party's right to seek judicial enforcement of an arbitration preaward ruling under s. 682.081; (e) The authority conferred on an arbitrator to change an award under s. 682.10 or ; (f) The right to confirmation of an award as provided under s. 682.12; (g) The grounds for vacating an arbitration award under s. 682.13; (h) The grounds for modifying an arbitration award under s. 682.14; (i) The validity and enforceability of a judgment or decree based on an award under s. 682.15 or ; (j) The validity of the Electronic Signatures in Global and National Commerce Act under s. 682.23; or (k) The effect of excluding from arbitration under this chapter disputes involving child custody, visitation, or child support under s. 682.25.

Summary

Nonwaivable provisions related to arbitration agreements and proceedings under the Florida Arbitration Code. It specifies what cannot be waived or varied by parties before a controversy arises, such as the validity and enforceability of arbitration agreements, the authority of arbitrators, and the rights to judicial relief and representation by an attorney. These provisions are applicable to any arbitration agreement or proceeding under the Florida Arbitration Code, which may include those involving the DBPR.

[Fla. Admin. Code Ann. R. 61B-45.004 Fla. Admin. Code Ann. R. 61B-45.004 Who May Appear; Criteria For Other Qualified Representatives; Standards of Conduct](#)

Extract

Any person who appears before any arbitrator has the right, at that person's own expense, to be accompanied, represented and advised by a member of the Florida Bar or by a qualified representative who does not need to be an attorney, but who shall demonstrate his or her familiarity with and understanding of the arbitration rules of procedure, and with any relevant portions of Chapter 718 or 719, F.S., and the rules promulgated by the Division. If a person wishes to be represented by a qualified non-attorney representative, he or she shall file with the arbitrator a completed DBPR form ARB96-002, QUALIFIED REPRESENTATIVE APPLICATION, incorporated in subsection 61B-45.001, Florida Administration Code. Based on the information provided on the completed form, and based on the responses to any inquiries made by the arbitrator concerning the applicant's familiarity and understanding of the statute and rules applicable to the proceeding, the arbitrator shall determine whether the prospective representative is authorized and qualified to appear in the arbitration proceedings and capable of representing the rights and interests of the person.

Summary

The passage provides information on who may appear in arbitration proceedings under the Florida DBPR, detailing the rights of individuals to be represented by either a member of the Florida Bar or a qualified non-attorney representative. It outlines the process for a non-attorney to become a qualified representative, including the requirement to file a specific form and demonstrate familiarity with relevant statutes and rules. This is directly related to arbitration under the Florida DBPR as it sets the standards and procedures for representation in such proceedings.

[Fla. Admin. Code Ann. R. 69O-193.063 Fla. Admin. Code Ann. R. 69O-193.063 Arbitration of Resident/provider Disputes](#)

Extract

Scope of Rule. Any portion of a dispute which is not resolved in mediation under Rule 69O-193.062, F.A.C., may be submitted by a party to binding arbitration under this rule if all parties agree in advance to be bound by the arbitrated result. Definitions. The following definitions as found in this rule and as found in documents incorporated by reference in this rule shall apply for purposes of this rule: (a) 'AAA' or 'Administrator' refers to the entity designated by contract with the Department to administer arbitration hearings under this rule. If an entity has not been designated, the Department will be the administrator. (b) 'Department' means the Department of Financial Services. Arbitrator Qualifications. Arbitrators shall be members of The Florida Bar, unless the parties agree otherwise. All

arbitrators shall have attended 4 hours of training in a program approved by the Supreme Court of Florida. Only arbitrators so qualified may determine disputes under this rule. For purposes of this rule, arbitrators shall have the immunity from suit provided to arbitrators in Section 44.107, F.S. Initiating Arbitration Process. If any portion of a dispute mediated at a conference held under Rule 69O-193.062, F.A.C., remains unresolved at the conclusion of the mediation proceeding, the administrator shall inform the parties of their right to arbitrate the unresolved portion of the dispute under this rule. Arbitration Hearings. Arbitrations under this rule shall be held in accordance with the Arbitration Rules of the American Arbitration Association, as found in the pamphlet entitled 'Health Care Claim Settlement Procedures,' published by the American Arbitration Association, rev. 2/92, which is hereby incorporated by reference. Copies of that rule may be obtained by contacting the Department at the Bureau of Insurance Consumer Assistance, Attn.: Mediation Program, 200 East Gaines Street, Tallahassee, Florida 32399-0322, telephone 922-3132, ext. 5833, facsimile 488-2349. Rule 69O-193.063, F.A.C., shall govern in any conflict between this rule and any provision which is incorporated by reference.

Summary

This rule provides a specific framework for arbitration in disputes related to continuing care contracts under the Department of Financial Services. It outlines the process for arbitration, qualifications for arbitrators, and the rules governing arbitration hearings. This is relevant to understanding the arbitration process under the Florida Department of Business and Professional Regulation (DBPR) as it relates to continuing care contracts.

[Fla. Stat. § 723.0381 Fla. Stat. § 723.0381 Civil Actions; Arbitration](#)

Extract

A civil action may not be initiated unless the dispute has been submitted to mediation pursuant to s. 723.037. After mediation of a dispute pursuant to s. 723.038 has failed to provide a resolution of the dispute, either party may file an action in the circuit court. The court may refer the action to nonbinding arbitration pursuant to s. 44.103 and the Florida Rules of Civil Procedure. The court shall order the hearing to be held informally with presentation of testimony kept to a minimum and matters presented to the arbitrators primarily through the statements and arguments of counsel. The court shall assess the parties equally to pay the compensation awarded to the arbitrators if neither party requests a trial de novo. If a party has filed for a trial de novo, the party shall be assessed the arbitration costs, court costs, and other reasonable costs of the opposing party, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If subsequent to arbitration a party files for a trial de novo, the arbitration decision may be made known to the judge only after he or she has entered his or her order on the merits.

Summary

Process for civil actions related to disputes under Chapter 723, which must first be submitted to mediation. If mediation fails, the dispute can be taken to circuit court, where it may be referred to nonbinding arbitration. The passage details the procedures for arbitration, including cost assessments and the conditions under which a trial de novo can be requested. This is specifically applicable to disputes involving mobile home park lot tenancies in Florida.

[Fla. Stat. § 682.06 Fla. Stat. § 682.06 Hearing](#)

Extract

An arbitrator may conduct an arbitration in such manner as the arbitrator considers appropriate for a fair and expeditious disposition of the proceeding. The arbitrator's authority includes the power to hold conferences with the parties to the arbitration proceeding before the hearing and, among other matters, determine the admissibility, relevance, materiality, and weight of any evidence. An arbitrator may decide a request for summary disposition of a claim or particular issue: (a) If all interested parties agree; or (b) Upon request of one party to the arbitration proceeding, if that party gives notice to all other parties to the proceeding and the other parties have a reasonable opportunity to respond. If an arbitrator orders a hearing, the arbitrator shall set a time and place and give notice of the hearing not less than 5 days before the hearing begins. Unless a party to the arbitration proceeding makes an objection to lack or insufficiency of notice not later than the beginning of the hearing, the party's appearance at the hearing waives the objection. Upon request of a party to the arbitration proceeding and for good cause shown, or upon the arbitrator's own initiative, the arbitrator may adjourn the hearing from time to time as necessary, but may not postpone the hearing to a time later than that fixed by the agreement to arbitrate for making the award unless the parties to the arbitration proceeding consent to a later date. The arbitrator may hear and decide the controversy upon the evidence produced although a party who was duly notified of the arbitration proceeding did not appear. The court, on request, may direct the arbitrator to conduct the hearing promptly and render a timely decision. At a hearing under subsection , a party to the arbitration proceeding has a right to be heard, to present evidence material to the controversy, and to cross-examine witnesses appearing at the hearing. If an arbitrator ceases or is unable to act during the arbitration proceeding, a replacement arbitrator must be appointed in accordance with s. 682.04 to continue the proceeding and to resolve the controversy.

Summary

The passage outlines the procedures and powers of an arbitrator in conducting arbitration proceedings. This includes the ability to determine evidence admissibility, conduct hearings, and make summary dispositions. These procedures are applicable to arbitration under the Florida Arbitration Code, which can encompass arbitration related to the DBPR.

[Fla. Admin. Code Ann. R. 61B-50.108 Fla. Admin. Code Ann. R. 61B-50.108 Who May Appear; Criteria For Other Qualified Representatives](#)

Extract

Any person who appears before an arbitrator has the right, at that person's own expense, to be accompanied, represented and advised by a member of the Florida Bar or by a qualified representative who is not a member of the Florida Bar, but who shall demonstrate his or her familiarity with and understanding of the arbitration rules of procedure, and with any relevant portions of Chapter 718, 719 or 723, F.S., and the rules promulgated by the Division. If a person wishes to be represented by a qualified non-attorney representative, the arbitrator shall make diligent inquiry of the prospective representative during a non-adversarial proceeding, under oath, to assure that the prospective representative is qualified to appear in the arbitration proceedings and is capable of representing the rights and interests of the person.

Summary

The passage provides information on the rights of individuals appearing before an arbitrator under the Florida Department of Business and Professional Regulation. It outlines the criteria for representation by non-attorney representatives, emphasizing the need for such representatives to demonstrate familiarity with relevant arbitration rules and statutes. This is relevant to understanding the procedural aspects of arbitration under the DBPR.

[Fla. Stat. § 651.123 Fla. Stat. § 651.123 Alternative Dispute Resolution](#)

Extract

The commission shall, by rule, adopt alternative procedures for resolution of disputes between residents and providers. The rules shall provide for an informal, nonbinding mediation process, and for binding arbitration when mediation fails to resolve a dispute, and shall provide minimum qualifications for arbitrators substantially similar to other arbitration programs under the Florida Insurance Code. The rules shall specify the types of disputes that are subject to mediation or arbitration, and shall provide that disputes over increases in monthly maintenance fees are not subject to mediation or arbitration. Arbitration is available only if all parties agree in advance to be bound by the result.

Summary

The Florida Statutes provide a framework for alternative dispute resolution, including mediation and arbitration, for disputes between residents and providers under continuing care contracts. The statute outlines that arbitration is only available if all parties agree in advance, and it excludes disputes over increases in monthly maintenance fees from mediation or arbitration. This indicates a structured approach to dispute resolution within this specific context.

[Fla. Stat. § 720.311 Fla. Stat. § 720.311 Dispute Resolution](#)

Extract

The filing of any petition for arbitration or the serving of a demand for presuit mediation as provided for in this section shall toll the applicable statute of limitations. Any recall dispute filed with the department under s. 720.303 shall be conducted by the department in accordance with the provisions of ss. 718.112(l) and 718.1255 and the rules adopted by the division. In addition, the department shall conduct binding arbitration of election disputes between a member and an association in accordance with s. 718.1255 and rules adopted by the division. Election disputes and recall disputes are not eligible for presuit mediation; these disputes must be arbitrated by the department or filed in a court of competent jurisdiction.

Summary

The passage from Fla. Stat. § 720.311 provides specific guidance on how arbitration is to be conducted under the Florida Department of Business and Professional Regulation (DBPR) for certain disputes involving homeowners' associations. It specifies that election and recall disputes must be arbitrated by the department and are not eligible for presuit mediation. This indicates a clear procedural requirement for handling such disputes, which is directly relevant to understanding the caselaw related to arbitration under the DBPR.

[Fla. Stat. § 682.02 Fla. Stat. § 682.02 Arbitration Agreements Made Valid, Irrevocable, and Enforceable; Scope](#)

Extract

An agreement contained in a record to submit to arbitration any existing or subsequent controversy arising between the parties to the agreement is valid, enforceable, and irrevocable except upon a ground that exists at law or in equity for the revocation of a contract. The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate. An arbitrator shall decide whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable. If a party to a judicial proceeding challenges the existence of, or claims that a controversy is not subject to, an agreement to arbitrate, the arbitration proceeding may continue pending final resolution of the issue by the court, unless the court otherwise orders.

Summary

The statute provides a legal framework for arbitration agreements in Florida. It establishes that such agreements are valid, enforceable, and irrevocable, except under certain legal or equitable grounds for revocation. The statute also delineates the roles of the court and arbitrators in determining the existence and enforceability of arbitration agreements and conditions precedent to arbitrability. This framework is applicable to arbitration agreements that may involve the DBPR, as it is part of the general arbitration code in Florida.

Extract

On motion of a person showing an agreement to arbitrate and alleging another person's refusal to arbitrate pursuant to the agreement: (a) If the refusing party does not appear or does not oppose the motion, the court shall order the parties to arbitrate. (b) If the refusing party opposes the motion, the court shall proceed summarily to decide the issue and order the parties to arbitrate unless it finds that there is no enforceable agreement to arbitrate. On motion of a person alleging that an arbitration proceeding has been initiated or threatened but that there is no agreement to arbitrate, the court shall proceed summarily to decide the issue. If the court finds that there is an enforceable agreement to arbitrate, it shall order the parties to arbitrate. If the court finds that there is no enforceable agreement to arbitrate, it may not order the parties to arbitrate pursuant to subsection or subsection. The court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established. If a proceeding involving a claim referable to arbitration under an alleged agreement to arbitrate is pending in court, a motion under this section must be made in that court. Otherwise, a motion under this section may be made in any court as provided in s. 682.19. If a party makes a motion to the court to order arbitration, the court on just terms shall stay any judicial proceeding that involves a claim alleged to be subject to the arbitration until the court renders a final decision under this section. If the court orders arbitration, the court on just terms shall stay any judicial proceeding that involves a claim subject to the arbitration. If a claim subject to the arbitration is severable, the court may limit the stay to that claim.

Summary

The statute provides a legal framework for compelling arbitration and staying judicial proceedings when there is an agreement to arbitrate. It outlines the court's role in determining the enforceability of arbitration agreements and the conditions under which arbitration must be ordered. This is relevant to any arbitration proceedings under the Florida Arbitration Code, including those involving the DBPR, as it provides the procedural guidelines for enforcing arbitration agreements.

Extract

Except as provided in subsection , if an arbitrator makes a preaward ruling in favor of a party to the arbitration proceeding, the party may request that the arbitrator incorporate the ruling into an award under s. 682.12. A prevailing party may make a motion to the court for an expedited order to confirm the award under s. 682.12, in which case the court shall summarily decide the motion. The court shall issue an order to confirm the award unless the court vacates, modifies, or corrects the award under s. 682.13 or s. 682.14. A party to a provisional remedy award for injunctive or equitable relief may make a motion to the court seeking to confirm or vacate the provisional remedy award. (a) The court shall confirm a provisional remedy award for injunctive or equitable relief if the award satisfies the legal standards for awarding a party injunctive or equitable relief. (b) The court shall vacate a provisional remedy award for injunctive or equitable relief which fails to satisfy the legal standards for awarding a party injunctive or equitable relief.

Summary

The passage provides guidance on the judicial enforcement of preaward rulings by arbitrators in Florida. It outlines the process for a prevailing party to request the incorporation of a preaward ruling into an award and the subsequent steps for court confirmation. It also addresses the confirmation or vacation of provisional remedy awards for injunctive or equitable relief, based on whether they meet legal standards. This information is relevant to understanding the caselaw related to arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it provides a legal framework for the enforcement of arbitration awards.

Extract

The Revised Florida Arbitration Code governs an agreement to arbitrate made on or after July 1, 2013. Until June 30, 2016, the Revised Florida Arbitration Code governs an agreement to arbitrate made before July 1, 2013, if all the parties to the agreement or to the arbitration proceeding so agree in a record. Otherwise, such agreements shall be governed by the applicable law existing at the time the parties entered into the agreement. The Revised Florida Arbitration Code does not affect an action or proceeding commenced or right accrued before July 1, 2013. Beginning July 1, 2016, an agreement to arbitrate shall be subject to the Revised Florida Arbitration Code.

Summary

The Revised Florida Arbitration Code applies to arbitration agreements made on or after July 1, 2013. For agreements made before this date, the Revised Code applies only if all parties agree. Otherwise, the law existing at the time of the agreement applies. This information is relevant to understanding the legal framework governing arbitration agreements in Florida, which may include those under the DBPR.

Extract

Before accepting appointment, an individual who is requested to serve as an arbitrator, after making a reasonable inquiry, shall disclose to all parties to the agreement to arbitrate and arbitration proceeding and to any other arbitrators any known facts that a reasonable person would consider likely to affect the person's impartiality as an arbitrator in the arbitration proceeding, including: (a) A financial or personal interest in the outcome of the arbitration proceeding. (b) An

existing or past relationship with any of the parties to the agreement to arbitrate or the arbitration proceeding, their counsel or representative, a witness, or another arbitrator. An arbitrator has a continuing obligation to disclose to all parties to the agreement to arbitrate and arbitration proceeding and to any other arbitrators any facts that the arbitrator learns after accepting appointment that a reasonable person would consider likely to affect the impartiality of the arbitrator. If an arbitrator discloses a fact required by subsection or subsection to be disclosed and a party timely objects to the appointment or continued service of the arbitrator based upon the fact disclosed, the objection may be a ground under s. 682.13(b) for vacating an award made by the arbitrator. If the arbitrator did not disclose a fact as required by subsection or subsection, upon timely objection by a party, the court may vacate an award under s. 682.13(b). An arbitrator appointed as a neutral arbitrator who does not disclose a known, direct, and material interest in the outcome of the arbitration proceeding or a known, existing, and substantial relationship with a party is presumed to act with evident partiality under s. 682.13(b). If the parties to an arbitration proceeding agree to the procedures of an arbitration organization or any other procedures for challenges to arbitrators before an award is made, substantial compliance with those procedures is a condition precedent to a motion to vacate an award on that ground under s. 682.13(b).

Summary

Disclosure obligations of arbitrators in Florida, which are crucial for maintaining impartiality in arbitration proceedings. It specifies that arbitrators must disclose any financial or personal interests and any relationships with parties involved in the arbitration. Failure to disclose such information can lead to the vacating of an arbitration award under s. 682.13(b). This is generally applicable to all arbitration proceedings under the Florida Arbitration Code, making it relevant to understanding the caselaw related to arbitration under the Florida Department of Business and Professional Regulation (DBPR).

[Fla. Stat. § 719.106 Fla. Stat. § 719.106 Bylaws; Cooperative Ownership](#)

Extract

If the board determines not to certify the written agreement to recall members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the board meeting, file with the division a petition for binding arbitration under s. 719.1255 or file an action with a court of competent jurisdiction. For purposes of this paragraph, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration or in a court action.

Summary

The Florida Statutes provide a mechanism for arbitration under the DBPR in the context of disputes related to the recall of board members in cooperatives. If a board does not certify a recall, it must file a petition for binding arbitration with the division or take the matter to court. This indicates that arbitration is a recognized method for resolving such disputes under the DBPR.

[Fla. Stat. § 723.038 Fla. Stat. § 723.038 Dispute Settlement; Mediation](#)

Extract

Either party may petition the division to appoint a mediator and initiate mediation proceedings, or the parties may agree to immediately select a mediator and initiate mediation proceedings pursuant to the criteria outlined in subsections and . The division, upon receipt of a petition, shall appoint a qualified mediator to conduct mediation proceedings and notify the parties within 20 days after such appointment, unless the parties timely notify the division in writing that they have selected a mediator. A person appointed by the division or selected by the parties must be a qualified mediator from a list of circuit court mediators in each judicial circuit who has met training and educational requirements established by the Supreme Court. If such mediators are not available, the division or the parties may select a mediator from the list maintained by the Florida Growth Management Conflict Resolution Consortium. The division shall adopt rules of procedure to govern such proceedings in accordance with the rules of practice and procedure adopted by the Supreme Court. The division shall also establish, by rule, the fee to be charged by a mediator which shall not exceed the fee authorized by the circuit court.

Summary

The Florida Statutes provide a framework for mediation under the DBPR, specifically for disputes related to mobile home park lot tenancies. The statute outlines the process for appointing a mediator, the qualifications required for mediators, and the procedural rules governing mediation. This is relevant to understanding the legal framework for arbitration and mediation under the DBPR in Florida.

[Fla. Stat. § 723.078 Fla. Stat. § 723.078 Bylaws of Homeowners' Associations](#)

Extract

If the board determines not to certify the written agreement to recall members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the board meeting, file with the division a petition for binding arbitration pursuant to the procedures of s. 723.1255. For purposes of this paragraph, the members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall of a member of the board, the recall shall be effective upon mailing of the final order of arbitration to the association. If the association fails to comply with the order of the arbitrator, the division may take action under s. 723.006.

Summary

The passage provides specific procedures for arbitration related to the recall of board members in mobile home park homeowners' associations. It outlines the steps to be taken if a board does not certify a recall, including filing a petition for binding arbitration with the division, and the consequences if the association fails to comply with the arbitrator's order. This is relevant to arbitration under the Florida DBPR as it involves the division's role in arbitration proceedings.

[Fla. Stat. § 682.10 Fla. Stat. § 682.10 Change of Award By Arbitrators](#)

Extract

On motion to an arbitrator by a party to an arbitration proceeding, the arbitrator may modify or correct an award: (a) Upon a ground stated in s. 682.14(a) or (c); (b) Because the arbitrator has not made a final and definite award upon a claim submitted by the parties to the arbitration proceeding; or (c) To clarify the award. A motion under subsection must be made and notice given to all parties within 20 days after the movant receives notice of the award. A party to the arbitration proceeding must give notice of any objection to the motion within 10 days after receipt of the notice. If a motion to the court is pending under s. 682.12, s. 682.13, or s. 682.14, the court may submit the claim to the arbitrator to consider whether to modify or correct the award: (a) Upon a ground stated in s. 682.14(a) or (c); (b) Because the arbitrator has not made a final and definite award upon a claim submitted by the parties to the arbitration proceeding; or (c) To clarify the award. An award modified or corrected pursuant to this section is subject to ss. 682.09, 682.12, 682.13, and 682.14.

Summary

The passage provides guidance on how an arbitrator can modify or correct an award in an arbitration proceeding. This includes grounds for modification or correction, the timeline for motions and objections, and the relationship with court proceedings. This is relevant to arbitration under the Florida DBPR if such proceedings are governed by the Florida Arbitration Code.

[Fla. Stat. § 682.12 Fla. Stat. § 682.12 Confirmation of an Award](#)

Extract

After a party to an arbitration proceeding receives notice of an award, the party may make a motion to the court for an order confirming the award at which time the court shall issue a confirming order unless the award is modified or corrected pursuant to s. 682.10 or s. 682.14 or is vacated pursuant to s. 682.13.

Summary

The passage provides information on the process for confirming an arbitration award in Florida. It specifies that a party can move to the court for an order confirming the award unless it is modified, corrected, or vacated under specific sections of the Florida Arbitration Code. This is relevant to understanding the legal framework for arbitration under the DBPR, as it outlines the procedural steps for confirming an arbitration award.

[Fla. Stat. § 723.037 Fla. Stat. § 723.037 Lot Rental Increases; Reduction In Services Or Utilities; Change In Rules and Regulations; Mediation](#)

Extract

Within 30 days after the date of the last scheduled meeting described in subsection, the homeowners may petition the division to initiate mediation of the dispute pursuant to s. 723.038 if a majority of the affected homeowners have designated, in writing, that: 1. The rental increase is unreasonable; 2. The rental increase has made the lot rental amount unreasonable; 3. The decrease in services or utilities is not accompanied by a corresponding decrease in rent or is otherwise unreasonable; or 4. The change in the rules and regulations is unreasonable. A petition for mediation must be filed with the division in all cases for a determination of adequacy and conformance of the petition with the requirements in paragraph (a). Upon filing the petition with the division, the mobile home owners must provide to the park owner, by certified mail, return receipt requested, a copy of all of the following: 1. The home owners' petition for mediation on a form adopted by the division by rule. 2. The written designation required by this subsection, which must include the lot identification for each signature. 3. The notice or notices of a lot rental increase, reduction in services or utilities, or change in rules and regulations which is being challenged as unreasonable. 4. The records that verify the selection of the homeowners' committee in accordance with subsection. A park owner, within the same time period, may also petition the division to initiate mediation of the dispute pursuant to s. 723.038.

Summary

The statute provides a process for mediation under the Florida Department of Business and Professional Regulation (DBPR) for disputes related to lot rental increases, reduction in services or utilities, or changes in rules and regulations in mobile home parks. This process involves the homeowners petitioning the division for mediation if they find the changes unreasonable. The statute outlines the requirements for filing such a petition and the subsequent steps, indicating a structured approach to resolving these disputes through mediation.

[Fla. Stat. § 682.15 Fla. Stat. § 682.15 Judgment Or Decree On Award](#)

Extract

Upon granting an order confirming, vacating without directing a rehearing, modifying, or correcting an award, the court shall enter a judgment in conformity therewith. The judgment may be recorded, docketed, and enforced as any other judgment in a civil action. A court may allow reasonable costs of the motion and

subsequent judicial proceedings. On motion of a prevailing party to a contested judicial proceeding under s. 682.12, s. 682.13, or s. 682.14, the court may add reasonable attorney fees and other reasonable expenses of litigation incurred in a judicial proceeding after the award is made to a judgment confirming, vacating without directing a rehearing, modifying, or correcting an award.

Summary

The passage provides information on how judgments related to arbitration awards are handled in Florida. It specifies that courts can confirm, vacate, modify, or correct arbitration awards and enter judgments accordingly. It also mentions the possibility of awarding reasonable costs and attorney fees in contested judicial proceedings related to arbitration awards. This is relevant to understanding the legal framework for arbitration under the Florida DBPR, as it outlines the court's role in enforcing arbitration awards and the potential for additional costs and fees.

[Fla. Stat. § 682.04](#) [Fla. Stat. § 682.04 Appointment of Arbitrators By Court](#)

Extract

If the parties to an agreement to arbitrate agree on a method for appointing arbitrators, this method must be followed, unless the method fails. The court, on motion of a party to an arbitration agreement, shall appoint one or more arbitrators, if: (a) The parties have not agreed on a method; (b) The agreed method fails; (c) One or more of the parties failed to respond to the demand for arbitration; or (d) An arbitrator fails to act and a successor has not been appointed. An arbitrator so appointed has all the powers of an arbitrator designated in the agreement to arbitrate appointed pursuant to the agreed method. An individual who has a known, direct, and material interest in the outcome of the arbitration proceeding or a known, existing, and substantial relationship with a party may not serve as an arbitrator required by an agreement to be neutral.

Summary

The Florida Arbitration Code provides specific guidelines for appointing arbitrators when parties have an agreement to arbitrate. If the parties have agreed on a method for appointing arbitrators, that method must be followed unless it fails. If no method is agreed upon, or if the agreed method fails, the court can appoint arbitrators. This ensures that arbitration can proceed even if there are issues with the appointment process. The statute also specifies that individuals with a direct interest in the outcome or a substantial relationship with a party cannot serve as neutral arbitrators. This is relevant to understanding how arbitration is conducted under the Florida Department of Business and Professional Regulation.

[Fla. Stat. § 682.051](#) [Fla. Stat. § 682.051 Immunity of Arbitrator; Competency to Testify; Attorney Fees and Costs](#)

Extract

An arbitrator or an arbitration organization acting in that capacity is immune from civil liability to the same extent as a judge of a court of this state acting in a judicial capacity. The immunity afforded under this section supplements any immunity under other law. The failure of an arbitrator to make a disclosure required by s. 682.041 does not cause any loss of immunity under this section. In a judicial, administrative, or similar proceeding, an arbitrator or representative of an arbitration organization is not competent to testify, and may not be required to produce records as to any statement, conduct, decision, or ruling occurring during the arbitration proceeding, to the same extent as a judge of a court of this state acting in a judicial capacity. This subsection does not apply: (a) To the extent necessary to determine the claim of an arbitrator, arbitration organization, or representative of the arbitration organization against a party to the arbitration proceeding; or (b) To a hearing on a motion to vacate an award under s. 682.13(a) or (b) if the movant establishes prima facie that a ground for vacating the award exists. If a person commences a civil action against an arbitrator, arbitration organization, or representative of an arbitration organization arising from the services of the arbitrator, organization, or representative or if a person seeks to compel an arbitrator or a representative of an arbitration organization to testify or produce records in violation of subsection , and the court decides that the arbitrator, arbitration organization, or representative of an arbitration organization is immune from civil liability or that the arbitrator or representative of the organization is not competent to testify, the court shall award to the arbitrator, organization, or representative reasonable attorney fees and other reasonable expenses of litigation.

Summary

The statute provides immunity to arbitrators and arbitration organizations from civil liability, similar to the immunity judges have. It also outlines the conditions under which arbitrators are not competent to testify about arbitration proceedings. This is relevant to understanding the legal protections and limitations on arbitrators within the context of arbitration under the Florida Department of Business and Professional Regulation.

[Fla. Stat. § 682.13](#) [Fla. Stat. § 682.13 Vacating an Award](#)

Extract

Upon motion of a party to an arbitration proceeding, the court shall vacate an arbitration award if: (a) The award was procured by corruption, fraud, or other undue means; (b) There was: 1. Evident partiality by an arbitrator appointed as a neutral arbitrator; 2. Corruption by an arbitrator; or 3. Misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding; (c) An arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to hear evidence material to the controversy, or otherwise conducted the hearing contrary to s. 682.06, so as to prejudice substantially the rights of a party to the arbitration proceeding; (d) An arbitrator exceeded the arbitrator's powers; (e) There was no agreement to arbitrate, unless the person participated in the arbitration proceeding without raising the objection under s. 682.06 not later than the beginning of the arbitration hearing; or (f) The arbitration was conducted without proper notice of the initiation of an arbitration as required in s. 682.032 so as to prejudice substantially the rights of a party to the arbitration proceeding.

Summary

The passage provides specific grounds under which a court may vacate an arbitration award in Florida. These grounds include corruption, fraud, evident partiality, misconduct, exceeding powers, lack of agreement to arbitrate, and improper notice. This is relevant to arbitration under the DBPR as it outlines the legal framework and potential challenges to arbitration awards within Florida, which would apply to cases involving the DBPR.

[Fla. Stat. § 682.181 Fla. Stat. § 682.181 Jurisdiction](#)

Extract

A court of this state having jurisdiction over the controversy and the parties may enforce an agreement to arbitrate. An agreement to arbitrate providing for arbitration in this state confers exclusive jurisdiction on the court to enter judgment on an award under this chapter.

Summary

Florida courts have the authority to enforce arbitration agreements and have exclusive jurisdiction to enter judgments on arbitration awards when the arbitration is conducted within the state. This is relevant to understanding the legal framework for arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it pertains to the enforcement and jurisdiction of arbitration agreements and awards.

[Fla. Stat. § 682.031 Fla. Stat. § 682.031 Provisional Remedies](#)

Extract

Before an arbitrator is appointed and is authorized and able to act, the court, upon motion of a party to an arbitration proceeding and for good cause shown, may enter an order for provisional remedies to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action. After an arbitrator is appointed and is authorized and able to act: (a) The arbitrator may issue such orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action. (b) A party to an arbitration proceeding may move the court for a provisional remedy only if the matter is urgent and the arbitrator is not able to act timely or the arbitrator cannot provide an adequate remedy. A party does not waive a right of arbitration by making a motion under this section. If an arbitrator awards a provisional remedy for injunctive or equitable relief, the arbitrator shall state in the award the factual findings and legal basis for the award. A party may seek to confirm or vacate a provisional remedy award for injunctive or equitable relief under s. 682.081.

Summary

The passage provides guidance on the availability and process for obtaining provisional remedies in arbitration proceedings under the Florida Arbitration Code. It outlines the roles of both the court and the arbitrator in issuing such remedies, ensuring the effectiveness of the arbitration process. This is relevant to understanding how arbitration is conducted under the Florida Department of Business and Professional Regulation (DBPR) as it provides a legal framework for handling provisional remedies in arbitration.

[The impact of unlicensed contractor activities.](#)

Florida Bar Journal - Florida Bar - Dudley, Frederick R. - 2007-12-01

Extract

Lastly, this section has been applied to cases involving arbitration clauses. While there are numerous conflicting cases (16) declaring whether it is for the courts or the arbitrators to determine the 'validity' of a contract containing an arbitration clause, all of them appear to have been resolved by Buckeye Check Cashing, Inc. v. Cardegna, 546 U.S. 440 (2006). In Buckeye, the Court overturned the Florida Supreme Court's decision (17) and held that 1) the arbitration provision is 'severable' from the remainder of the contract; and 2) a claim that the contract was void by reason of usury had to be determined by the arbitrators, not the court, in the absence of an attack on the arbitration clause itself (such as, the portion of the contract that was procured by fraud in the inducement).

Summary

Application of arbitration clauses in contracts, specifically referencing the Buckeye Check Cashing, Inc. v. Cardegna case, which is a significant decision in arbitration law. This case established that arbitration provisions are severable from the rest of the contract, meaning that issues of contract validity are to be determined by arbitrators unless the arbitration clause itself is challenged. This principle is applicable to contracts under the jurisdiction of the Florida Department of Business and Professional Regulation, particularly in the construction industry.

[The Florida homeowners construction recovery fund: how to collect from an uncollectible contractor.](#)

Florida Bar Journal - Florida Bar - Perera, Diane S. - 2017-01-01

Extract

The Fund's legislative purpose is to 'compensate an aggrieved claimant who contracted for the construction or improvement of the homeowner's residence located within this state and who has obtained a final judgment in a court of competent jurisdiction, was awarded restitution by the Florida Construction Industry Licensing Board (CILB), or received an award in arbitration against a licensee based on specified acts.'

Summary

The Florida Homeowners' Construction Recovery Fund can compensate claimants who have received an arbitration award against a licensed contractor. This suggests that arbitration is a recognized method for resolving disputes under the DBPR, and awards from such arbitrations can lead to compensation from the Fund.

[Legal Challenges to Arbitration Awards.](#)

Florida Bar Journal - Florida Bar - Spero, Donald J. - 2019-05-01

Extract

*Application of FAA Standards to Awards Decided in Arbitrations Governed by F.S. [section]682.13, et seq.--The FAC is modeled after the Florida Arbitration Act (FAA). It follows that decisions in cases challenging the validity of arbitration awards where the FAA governs should apply the same interpretive principals as those applied by courts in similar cases governed by the FAA. When both or either statute may be applicable, the FAC is limited by the provisions of the FAA. As the Florida Supreme Court stated in *Shotts v. OP Winter Haven, Inc.*, 86 So. 3d 456, 463-64 (Fla. 2011), 'In Florida, an arbitration clause in a contract involving interstate commerce is subject to the Florida Arbitration Code to the extent the FAC is not in conflict with the FAA.'*

Summary

Application of the Federal Arbitration Act (FAA) standards to arbitration awards governed by the Florida Arbitration Code (FAC). It highlights that the FAC is modeled after the FAA, and when both statutes may apply, the FAC is limited by the FAA's provisions. The Florida Supreme Court's decision in *Shotts v. OP Winter Haven, Inc.* is cited to illustrate that arbitration clauses in contracts involving interstate commerce are subject to the FAC as long as it does not conflict with the FAA. This information is relevant to understanding how arbitration awards are challenged and reviewed in Florida, which is pertinent to the question about arbitration under the Florida Department of Business and Professional Regulation (DBPR).

[Addressing The Property Insurance Crisis By Contract Language: New Endorsement Approved By The Florida Department Of Insurance Regulation](#)

Extract

Binding arbitration will be conducted in accordance with the provisions of the Revised Florida Arbitration Code, Chapter 682, Florida Statutes. Binding arbitration and any litigation concerning the Binding Arbitration Agreement will take place in the county where the insured property is located and shall not be filed in a court of law. The parties have the right to be represented by an attorney and each party will be responsible for paying for their own attorney in the event they retain an attorney. Exceptions to the requirement for binding arbitration are: (a) any suit requesting injunctive relief, any action pursuant to '682.02, Florida Statutes, and any supplemental relief requested therein may be filed in the Circuit Court in and for the county of residence premises. (b) civil action for first party bad faith under section 624.155, Florida Statutes.

Summary

The passage provides information on how binding arbitration is conducted under the Revised Florida Arbitration Code, Chapter 682, Florida Statutes, which is relevant to arbitration processes in Florida. It outlines the conditions under which arbitration is required and exceptions to this requirement, as well as the rights of the parties involved. This information is pertinent to understanding the legal framework for arbitration in Florida, particularly in the context of property insurance disputes.

[Florida's High Court Clarifies That Incorporating AAA Rules Into An Arbitration Provision Delegates Arbitrability To Arbitrator](#)

Extract

*The Florida Supreme Court took up the case to correct this 'outlier.' The general rule is that a court decides arbitrability unless the arbitration provision at issue contains 'clear and unmistakable' evidence of the parties' intent to delegate the issue of arbitrability to the arbitrator. Applying this rule, the Florida Supreme Court held that the arbitration provision's integration of the AAA Rules constituted 'clear and unmistakable' evidence that the parties intended for an arbitrator to decide arbitrability. ... In sum, the Florida Supreme Court's decision in *Airbnb* brings clarity to lower courts in Florida when faced with a previously well-settled issue-under the FAA, when an arbitration provision integrates the AAA Rules, the issue of arbitrability is delegated to the arbitrator. Airbnb thus reminds parties entering agreements containing arbitration provisions to check whether their arbitration provision integrates the AAA Rules and to understand the ramifications of this integration.*

Summary

The passage provides insight into a Florida Supreme Court decision clarifying that when an arbitration provision incorporates the AAA Rules, it constitutes clear evidence that the parties intended for an arbitrator to decide on arbitrability. This decision is applicable to arbitration cases in Florida, including those under the Florida Department of Business and Professional Regulation (DBPR), as it sets a precedent for how arbitrability is determined when AAA Rules are integrated.

[Who Decides If A Dispute Is Subject To Arbitration?](#)

Extract

The Florida Supreme Court on March 31, 2022, found that the incorporation by reference of the American Arbitration Association (AAA) arbitration rules in Airbnb's Terms of Service constitutes clear and unmistakable evidence of the parties' intent to delegate questions of arbitrability away from the court and to the arbitrator.

Summary

The passage provides insight into how the Florida Supreme Court views the incorporation of arbitration rules, specifically the AAA rules, as clear evidence of the parties' intent to delegate arbitrability questions to arbitrators. This is relevant to understanding arbitration under the Florida Department of Business and Professional Regulation (DBPR) as it highlights a significant legal precedent regarding arbitration agreements in Florida.

[Court Holds Contractors Must Provide Sufficient Proof To Compel Association Claims To Arbitration](#)

Extract

Arbitration provisions are becoming more common in construction contracts, but a recent court decision reveals that enforcing these provisions requires more than just placing them in a contract. Contractors, especially those seeking to arbitrate claims involving multiple property owners or an entire homeowner or condominium association, must sufficiently establish that enough of the property owners agreed to arbitrate their claims.

Summary

A recent court decision has clarified the requirements for enforcing arbitration provisions in construction contracts. Specifically, it highlights the necessity for contractors to provide sufficient proof that a significant number of property owners have agreed to arbitration, especially in cases involving homeowner or condominium associations. This suggests that simply including an arbitration clause in a contract is not enough; there must be demonstrable agreement from the involved parties.

This memo was compiled by Vincent AI based on vLex materials available as of May 04, 2025. [View full answer on vLex](#)