STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

JAMES E. TOWNSEND, SR., and
CONTESSA IDLEBURG,

Petitioners,,

Case No. 18-4634

vs.

ASSAD F. MALATY,

Respondent.
_____/

RECOMMENDED ORDER

The final hearing in this matter was conducted before Administrative Law Judge Andrew D. Manko of the Division of Administrative Hearings ("DOAH"), pursuant to sections 120.569 and 120.57(1), Florida Statutes (2019),[1/] on December 3, 2018, in Lakeland, Florida, and on April 2, 2019, and June 13, 2019, by video teleconference between sites in Tallahassee and Lakeland.

APPEARANCES

For Petitioners: James E. Townsend, Sr., pro se
Contessa Idleburg, pro se
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Lakeland, Florida 33805

For Respondent: Charlann Jackson Sanders, Esquire
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STATEMENT OF THE ISSUES

Whether Respondent, Assad F. Malaty, discriminated against Petitioners, Dr. James E. Townsend and his niece, Contessa Idleburg (formerly, Ms. Rogers), in violation of the Florida Fair Housing Act and, if so, the appropriate remedy therefor.

PRELIMINARY STATEMENT

Petitioner, Dr. Townsend, filed a Housing Discrimination Complaint ("Complaint") with the Florida Commission on Human Relations ("FCHR") on August 24, 2017, alleging that Respondent engaged in discriminatory housing practices on the basis of his handicap under the Florida Fair Housing Act, chapter 760, part II, Florida Statutes (the "FFHA").

FCHR investigated the Complaint and decided to include Ms. Idleburg as a complainant. On August 21, 2018, FCHR issued a determination that there was reasonable cause to believe that Respondent engaged in a discriminatory housing practice by failing to make reasonable modifications and accommodations under section 760.23(8) and (9), Florida Statutes, but that there was no reasonable cause to believe that Respondent engaged in an unlawful housing practice through discriminatory terms and conditions under section 760.23(2).

On September 4, 2018, Petitioners timely requested a hearing at DOAH by filing a Petition for Relief and FCHR

transmitted the Petition to DOAH that same day to conduct a formal administrative hearing under section 120.57.

The final hearing was scheduled for December 3 and 4, 2018. However, at the start of the hearing, the undersigned granted a continuance to allow Petitioners a chance to confer with the Attorney General's office about their election of remedies. Petitioners elected to proceed at DOAH.

The final hearing began on April 2, 2019. Both parties presented their cases-in-chief, but requested more time to file additional exhibits. On April 17, 2019, the undersigned held a teleconference, at which the parties indicated that further testimony was needed concerning the additional exhibits. The continuation of the final hearing occurred on June 13, 2019.

In Petitioners' case-in-chief and rebuttal case, they each testified on their own behalf and presented the testimony of Veronica Banks, a family friend. Petitioners' Exhibits 1 through 13 were admitted into evidence.

In Respondent's case-in-chief, he testified on his own behalf and presented the testimony of two witnesses: Connie Garrett, a tenant; and Diane Golston, a family friend. Respondent's Exhibits 1 through 19 were admitted into evidence.

A four-volume Transcript of the final hearing was filed on October 9, 2019. After granting the parties' extension requests, Respondent timely filed his Proposed Recommended Order

("PRO"); Petitioners filed their PRO late on December 2, 2019. The undersigned duly considered both PROs in preparing this Recommended Order.

FINDINGS OF FACT

1. Mr. Malaty, who is 81 years old, owns and manages rental properties in Lakeland, Florida, including the subject property on Captive Point, which he purchased in 2003 (the "Unit").

2. Dr. Townsend and his niece, Ms. Idleburg, rented the Unit from November 1, 2011, until on or about February 20, 2017, when Mr. Malaty evicted them. Dr. Townsend, Ms. Idleburg, and her three minor children lived in the Unit.

3. Dr. Townsend is 71 years old. He has been on Social Security Disability since 2000 and suffers from Crohn's Disease, a lumbar spinal condition, and prostate cancer. In May 2014, he suffered a stroke, upon which the requested accommodations and modifications at issue in this case were initially based.

4. Ms. Idleburg is 36 years old. She has a shunt to drain fluid from her brain and has received Supplemental Social Security Income since at least 2014. Ms. Idleburg admitted that the requested accommodations and modifications at issue were to assist Dr. Townsend after he suffered the stroke; they were not requested to accommodate her.

5. In late 2011, Mr. Malaty executed a one-year lease with Dr. Townsend and Ms. Idleburg. The lease commenced on November 1, 2011, and provided for monthly rent of $525. The lease required Petitioners to keep the Unit in a sanitary condition at their own expense and to obtain Mr. Malaty's written consent before making alterations or improvements.

6. The lease also required Petitioners to maintain the lawn at their own expense. Although Dr. Townsend testified that he told Mr. Malaty when he signed the lease that he would be unable to cut the grass due to his disability, Mr. Malaty did not believe he had waived that requirement. Indeed, Dr. Townsend conceded that Mr. Malaty would ask about the grass whenever it got too high. Over the years, Mr. Malaty paid for a service to care for the lawn but never invoiced Petitioners for those services.

7. In December 2012, the lease automatically converted to a month-to-month tenancy because Petitioners stayed in the Unit without executing a new lease. That tenancy continued for over four more years until the February 2017 eviction.

8. In January 2013, Dr. Townsend asked Mr. Malaty to waive rent that month due to a death in his family. Dr. Townsend believed that Mr. Malaty agreed to forego that rent forever. Mr. Malaty, on the other hand, believed he had agreed to extend

the deadline to pay that month's rent, which is why he began asking for it just a few weeks later.

9. Based on the weight of the credible evidence, the undersigned finds that Mr. Malaty did not agree to forego that month's rent and that Petitioners never paid it back. The evidence is undisputed that Mr. Malaty continued to ask them about the missed rent, though he did not raise it as a ground for eviction until December 2016.

10. On or around May 15, 2014, Dr. Townsend suffered a stroke. Petitioners testified that the healthcare professionals recommended that he have: handrails in the shower, around the toilet, and at the front door; a ramp at the front door; and an assigned parking spot close to the Unit because he would be using a wheelchair and walker once he returned home.

11. Ms. Idleburg testified that she spoke to Mr. Malaty on the phone about installing those items before Dr. Townsend returned home from the hospital. She also sent Mr. Malaty a follow up letter inquiring generally about the requested modifications on May 17, 2014. Petitioners acknowledged that the copy of the letter in evidence was a print-out from their computer that Ms. Idleburg signed in blue ink in advance of the hearing, and that they did not send the letter by certified mail to confirm Mr. Malaty's receipt, but they both credibly testified that this was the version they mailed to him. The

letter, however, did not specify their requests or state that Petitioners were willing to pay for them.

12. Around the same time, the air conditioning in the Unit stopped working. Ms. Idleburg requested that Mr. Malaty fix the air conditioning and called code enforcement when he failed to do so. According to Dr. Townsend, that angered Mr. Malaty and they stopped speaking to each other. Mr. Malaty repaired the air conditioner on June 20, 2014.

13. When Dr. Townsend returned home from the hospital, he used a wheelchair, walker, and cane for a period of time. He said he fell several times in the shower and coming in and out of the front door because the handrails and ramp were never installed.

14. As to the parking spot, the weight of the credible evidence established that the lot outside the Unit had five spaces, all of which were close to the Unit, and that Dr. Townsend was most often able to park in the closest spot to the Unit even without the spot being assigned to him.

15. Mr. Malaty acknowledged that he learned of Dr. Townsend's stroke in June 2014, but he only recalled the request to repair the air conditioning. He did not recall Petitioners requesting any accommodations or modifications concerning handrails, a ramp, or an assigned parking spot at that time. He stated that he never saw Dr. Townsend in a

wheelchair or using a walker. According to Mr. Malaty, he first learned of those requests in a December 2016 letter, in which Dr. Townsend responded to his threat to evict them based on the failure to pay rent.

16. Despite the failure to make the requested modifications and accommodation in May 2014, Petitioners continued to live in the Unit for several more years without renewing their requests.

17. In September 2016, Petitioners reduced their monthly rent by $80.97 to replace outlet covers in the Unit. Mr. Malaty testified that he did not authorize this reduction, but he did not question Petitioners about it at that time.

18. On September 29, 2016, Mr. Malaty informed Petitioners that he would be increasing the monthly rent by $25 to $550 starting on December 1, 2016. The parties did not sign a new lease at that time and had not done so since the lease converted to a month-to-month tenancy in November 2012.

19. On November 27, 2016, a few days before the rent increase went into effect, Dr. Townsend informed Mr. Malaty via letter that he would be deducting $51.83 from December's rent ($31.83 for roach spray and foggers, and $20.00 for labor), because he had complained four times that year about roaches in the Unit. On December 5, 2016, Petitioners paid $498.17, reducing the monthly rent by the $51.83.

20. On December 5, 2016, Mr. Malaty notified Petitioners in writing that they had violated the lease in the following ways:

- Failing to pay monthly rent in January 2013.[2/]
- Improperly deducting $51.83 from the rent in December 2016 for roach spray and labor without his authorization, even though the lease provided that such expenses were the responsibility of the tenants.
- Improperly deducting $80.97 from their September 2016 rent for replacing outlets without his authorization.
- Improperly failing to maintain the lawn as required by the lease, which cost Mr. Malaty money because he had to send a lawn care service several times over the years.

Mr. Malaty indicated that Petitioners owed him $576.83 ($525 for missed rent in January 2013 and $51.83 for reduced rent in December 2016), and threatened to evict them if they failed to make payment by December 29, 2016. Although Mr. Malaty informed Petitioners that they had violated the lease for the lack of lawn care and the rent reduction in September 2016, he did not include those amounts as being due.

21. On December 9, 2016, Dr. Townsend responded to Mr. Malaty's letter. He noted his prior requests to install handrails in the bathroom, a ramp at the front door, and a handicap sign in the parking lot after he suffered the stroke in May 2014, and accused Mr. Malaty of violating the Americans with

Disabilities Act ("ADA") by ignoring those requests. As for the alleged violations of the lease, Dr. Townsend responded as follows:

- Mr. Malaty failed to exterminate the Unit and take care of the roaches, such that reducing those costs from that month's rent was proper given that is how they had handled similar issues in the past.

- Mr. Malaty had previously agreed to reduce the September 2016 rent for the cost of replacing the outlets.

- Dr. Townsend informed Mr. Malaty when they signed the lease that he was disabled and could not cut the grass, and such a requirement in the lease only applied to commercial properties.

- Mr. Malaty waived rent in January 2013, though he had been asking for it for four years.

In closing, Dr. Townsend told Mr. Malaty not to wait until December 29th to serve him with the eviction notice.

22. On or around December 9, 2016, Dr. Townsend filed a complaint against Mr. Malaty with the Civil Rights Division of the United States Department of Justice. Dr. Townsend alleged that Mr. Malaty failed to make requested accommodations to the Unit after he suffered a stroke in May 2014 and wrongfully threatened to evict them for failure to pay rent. He amended that complaint on January 1, 2017. Petitioner presented no evidence as to the status of that complaint.

23. On January 9, 2017, after Petitioners failed to timely pay back the $576.83 and also failed to pay rent in January 2017, Mr. Malaty sent them a three-day eviction notice. The notice informed Petitioners that they owed $1,207.80——$525 for missed rent in January 2013, $80.97 for reduced rent in September 2016, $51.83 for reduced rent in December 2016, and $550 for missed rent in January 2017. The notice demanded full payment or possession of the premises by January 12, 2017.

24. Petitioners did not make the requested payment or grant possession by the due date. Accordingly, Mr. Malaty filed a complaint to evict them on January 13, 2017.

25. On January 25, 2017, Petitioners filed a motion in the eviction action to determine rent. They maintained that Mr. Malaty waived the rent in January 2013, approved the reduction of rent in September 2016, agreed not to require Petitioners to cut the grass given Dr. Townsend's disability, and that it was proper to reduce rent in December 2016 for roach spray. They acknowledged that they had not paid rent for January 2013. They also argued that Mr. Malaty had failed to modify the Unit as requested after Dr. Townsend's stroke and that they had filed an ADA complaint against him with the federal government.

26. On February 13, 2017, Mr. Malaty moved for a default and for final judgment of possession based on Petitioners'

failure to pay the outstanding balance of unpaid rent. On February 15, 2017, the court issued a Final Judgment for Possession.

27. On February 20, 2017, Petitioners filed an Emergency Motion to Strike and Dismiss Plaintiff Default Final Judgment for Possession, which the court denied. On the same day, the court issued its Writ of Possession and gave Petitioners 24 hours to vacate the premises.

28. On or around February 20, 2017, Petitioners and the three minor children moved out of the Unit. Because their new apartment would not be ready until June 1, 2017, they moved into a hotel for three and one-half months. Dr. Townsend testified that he had to borrow money to pay for the hotel, which he said cost him about $6,000. However, Petitioners failed to introduce credible evidence to support any quantifiable damages suffered as a result of the eviction, including but not limited to, moving or hotel costs, or increased rent at their new apartment.

29. On August 21, 2017, Dr. Townsend filed a housing discrimination complaint with the U.S. Office of Housing and Urban Development ("HUD"). HUD transferred the Complaint to FCHR on August 24, 2017, which began these proceedings.

30. In their Complaint, Petitioners alleged that Mr. Malaty discriminated against them by failing to make reasonable modifications and an accommodation to the Unit and

through discriminatory terms and conditions of the lease relating to their eviction. They requested damages totaling $13.5 million to teach Mr. Malaty and other landlords a lesson. In their PRO, Petitioners now seek $125,000 in damages. They do not seek reinstatement of their lease.

ULTIMATE FINDINGS OF FACT

31. Based on the weight of the credible evidence, Dr. Townsend has a qualifying handicap under the FFHA. He suffered a stroke in May 2014, upon which the requested modifications and accommodations were based. The stroke substantially limited one or more major life activities, given his need for using a wheelchair and walker. § 760.22(7)(a), Fla. Stat. Mr. Malaty conceded as much at the hearing.[3/]

32. Based on the weight of the credible evidence, Ms. Idleburg has a qualifying handicap under the FFHA. She has a shunt to drain fluid from her brain, has received Supplemental Social Security Income since at least 2014, and also has used a walker. That said, the evidence is undisputed that Petitioners requested the modifications and accommodations solely to assist Dr. Townsend after he suffered the stroke. Thus, Ms. Idleburg's handicap is not relevant to the claims at issue.

33. Based on the weight of the credible evidence, Petitioners informed Mr. Malaty in May 2014 that Dr. Townsend suffered a stroke and requested that he make several

modifications to the Unit, including handrails in the bathroom, and handrails and a ramp at the front door, and to accommodate them by assigning them a parking spot outside the Unit. There is no dispute that the requested modifications and accommodation were never made.

34. Importantly, however, the evidence does not establish that Petitioners' renewed those requests again before they filed complaints with the Department of Justice in late 2016 and HUD in early 2017.[4/] Although Dr. Townsend reminded Mr. Malaty in a December 2016 letter that he had failed to make the requested the modifications, the undersigned finds that letter to be more in the nature of a response to Mr. Malaty's threat of eviction rather than a renewed request to accommodate them.

35. The weight of the credible evidence also confirms that Petitioners never offered to pay for the handrails, ramp, or signage for the requested parking spot. Indeed, Dr. Townsend testified that he believed Mr. Malaty was responsible for making such modifications as the owner of the Unit.

36. Based on the weight of the credible evidence, the undersigned finds that Mr. Malaty did not evict Petitioners because of their handicaps or their requests for modifications or an accommodation. Mr. Malaty initially threatened to evict them for failing to pay rent in January 2013, reducing their rent in September and December 2016, and failing to take care of

the lawn as required in the lease. It had been three years since Petitioners requested the modifications and accommodation due to Dr. Townsend's stroke and they did not re-raise those issues again until after Mr. Malaty threatened to evict them for failing to pay the rent. The evidence also is clear that Petitioners could have avoided eviction by paying the missed rent by December 29, 2016. But, they failed to do so and then did not pay their rent in January 2017, which ultimately led to Mr. Malaty filing the eviction action.

CONCLUSIONS OF LAW

37. DOAH has jurisdiction over the parties and subject matter of this cause. §§ 120.569, 120.57(1), & 760.35(3), Fla. Stat.

38. The FFHA, sections 760.20 through 760.37, Florida Statutes, makes it unlawful to discriminate in the rental of housing. Specifically, section 760.23 provides as follows:

> (7) It is unlawful to discriminate in the sale or rental of, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of:
>
> (a) That buyer or renter;
>
> * * *
>
> (8) It is unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or

> facilities in connection with such dwelling, because of a handicap of:
>
> (a) That buyer or renter;
>
> * * *
>
> (9) For purposes of subsections (7) and (8), discrimination includes:
>
> (a) A refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; or
>
> (b) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

Handicap is defined as "a physical or mental impairment which substantially limits one or more major life activities." E.g., § 760.22(7), Fla. Stat.

39. The FFHA is patterned after Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988. As such, discriminatory acts prohibited under the federal Fair Housing Act also are prohibited under the FFHA, and federal case law interpreting the federal Fair Housing Act is applicable to proceedings brought under the FFHA. See Brand v. Fla. Power Corp., 633 So. 2d 504, 509 (Fla. 1st DCA 1994) (noting that "the Florida statute will take on the same constructions as placed on its federal prototype").

40. In cases involving claims of rental housing discrimination, the complainant has the burden of proving a prima facie case of discrimination by a preponderance of the evidence. § 760.34(5), Fla. Stat. A "preponderance of the evidence" means the "greater weight" of the evidence, or evidence that "more likely than not" tends to prove the fact at issue. Gross v. Lyons, 763 So. 2d 276, 289 n.1 (Fla. 2000).

41. In order to prove a prima facie case of housing discrimination based on a handicap, Petitioners must show the following: (a) they are handicapped as defined by the FFHA; (b) they were qualified, ready, willing, and able to continue occupancy; (c) they requested reasonable modifications (at their own expense) or an accommodation in the rules, policies, procedures, or services that was necessary to afford Petitioners equal opportunity to use and enjoy the premises; and (d) Mr. Malaty refused to modify and/or accommodate them.

42. At issue in this case are the following three housing discrimination claims: (1) unlawful discrimination by wrongfully evicting Petitioners because of their handicaps; (2) unlawfully refusing to make reasonable modifications to the Unit, including installation of handrails in the shower, and handrails and a ramp at the front door, after Dr. Townsend's stroke in May 2014; and (3) unlawfully refusing to make a reasonable accommodation by assigning Petitioners a handicap

parking spot outside the Unit, after Dr. Townsend's stroke in May 2014.

43. Petitioners sufficiently proved that they have qualifying handicaps under the FFHA. The weight of the credible evidence established that both Dr. Townsend and Ms. Idleburg suffer from qualifying "impairments which substantially limits one or more major life activities." § 760.22(7), Fla. Stat.

44. However, Petitioners failed to prove their discrimination claims by a preponderance of the evidence for several reasons.

45. As to the first claim, Petitioners failed to prove by a preponderance of the evidence that Mr. Malaty evicted them because of their handicaps or their requests for modifications or an accommodation regarding same. To the contrary, Mr. Malaty threatened to evict them because they failed to pay rent in January 2013 and reduced their rent twice in late 2016 to replace outlet covers and purchase roach spray without his authorization, and did so before Petitioners informed him that they planned to file an ADA complaint based on his failure to make reasonable modifications back in 2014. Even after Petitioners filed a complaint, Mr. Malaty gave them a chance to avoid eviction by paying the rent money owed, which they failed to do. Thus, the weight of the credible evidence established

that Mr. Malaty evicted Petitioners for failing to pay rent, rather than for any discriminatory reasons.

46. As to the second and third claims generally, Petitioners failed to timely file their Complaint. Under section 760.34(2), a housing discrimination complaint "must be filed within 1 year after the alleged discriminatory housing practice occurred." Here, however, the weight of the credible evidence established that Petitioners requested the modifications and accommodation in May 2014 and, despite those requests not being approved at that time, did not file a complaint based on those issues until December 2016, almost three years later. And, though Petitioners re-raised the issue in a December 2016 letter to Mr. Malaty, that letter is more appropriately deemed a response to why Mr. Malaty should not evict them, rather than a renewed request for modifications or an accommodation.

47. Even if Petitioners' claims as to the May 2014 requests for modifications and an accommodation had been timely, they failed to prove them by a preponderance of the evidence for other reasons.

48. As to the second claim, Petitioners failed to prove by a preponderance of the evidence that Mr. Malaty unlawfully refused to permit them to make the requested modifications at their own expense, as required by section 760.32(9)(a). Instead, the weight of the credible evidence established that

Petitioners did not offer to pay for the handrails, front door ramp, or any signage for an assigned parking spot, as they believed those costs should be bore by Mr. Malaty as the owner of the Unit.

49. As to the third claim, Petitioners failed to prove by a preponderance of the evidence that Mr. Malaty unlawfully refused to accommodate them by assigning them a parking spot outside the Unit. The weight of the credible evidence established that Dr. Townsend most often parked in the spot closest to the Unit, even without it being assigned to them, and he never had a problem finding a spot in the lot, in which all of the spots were close to the Unit. In other words, the evidence did not support a finding that this requested accommodation was necessary.

50. Lastly, Petitioners failed to prove by a preponderance of the evidence that they suffered quantifiable damages as a result of Mr. Malaty's conduct. Under section 760.35(3)(b), the undersigned is authorized to issue a recommended order "prohibiting the practice and recommending affirmative relief from the effects of the practice, including quantifiable damages and reasonable attorney's fees and costs."

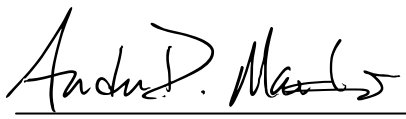
51. Here, Petitioners did not request reinstatement of the lease or other relief from the effects of the practice, but instead sought monetary damages.[5/] Other than Dr. Townsend's

testimony (unsupported by documentation) that he spent about $6,000 in hotel costs after the eviction, Petitioners failed to introduce credible evidence as to any quantifiable damages, such as receipts for moving costs, hotel bills, or documents proving that they are now paying more in rent than before. Without such evidence, Petitioners failed to establish entitlement to any remedial relief on their claims, even had they proved them by a preponderance of the evidence.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is RECOMMENDED that the Florida Commission on Human Relations issue a final order dismissing Petitioners' Petition for Relief.

DONE AND ENTERED this 19th day of December, 2019, in Tallahassee, Leon County, Florida.



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Filed with the Clerk of the
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this 19th day of December, 2019.

ENDNOTES

[1/] All statutory references are to Florida Statutes (2019), unless otherwise noted.

[2/] Although Mr. Malaty's letter indicated that Petitioners failed to pay rent in January 2014, the evidence at the hearing confirmed that the missed rent occurred in January 2013.

[3/] The undersigned rejects Mr. Malaty's belated suggestion in his PRO that Dr. Townsend does not have a qualifying handicap under the FFHA. Mr. Malaty's counsel made it clear several times at the hearing that he did not dispute that Dr. Townsend had a qualifying handicap. Rather, he argued that he did not know about it or the requested modifications or accommodation.

[4/] Dr. Townsend testified that he initially filed a housing discrimination complaint with the federal government in 2014 when Mr. Malaty refused to make the requested modifications and that it eventually forwarded the complaint to FCHR. However, what the record reflects is that Dr. Townsend filed a discrimination complaint with the Civil Rights Division of the Department of Justice in December 2016 and amended that complaint in January 2017, and thereafter filed a housing discrimination complaint with HUD on August 21, 2017. HUD forwarded that complaint to FCHR on August 24, 2017, which became the operative pleading giving rise to these proceedings. Thus, the record does not support the contention that Petitioners filed a discrimination complaint in 2014 or at any time before Mr. Malaty threatened to evict them in early December 2016.

[5/] Dr. Townsend also testified that one of Ms. Idleburg's children attempted suicide in the hotel because of the close quarters. Although Petitioners filed some medical documentation concerning the child's treatment, they did not file any documentation linking the eviction with the attempted suicide or introduce receipts or other credible evidence of quantifiable damages relating to the child's medical care. The law is clear that emotional distress and pain and suffering damages are not quantifiable damages recoverable under the Florida Fair Housing Act. See Metro. Dade Cty. Fair Housing & Emp. Appeals Bd. v. Sunrise Vill. Mobile Home Park, 511 So. 2d 962, 965-66 (Fla. 1987) (holding that an administrative entity was not empowered to award non-quantifiable damages for mental distress).

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.