



# Code Compliance Board Regular Meeting Minutes

**November 6, 2025, at 3:00 PM**

City Hall Commission Chambers  
401 S. Park Avenue

## **Present**

Doug Bond, Steve Heller, Wayne Johnson, Paul Mandelkern, Kristen Matt

## **Absent:**

Carlos Diez-Arguelles  
Melissa Blaney

## **Legal Representative for the City:**

Assistant City Attorney Richard Geller

## **Staff Present**

Building Official Gary Hiatt, Code Compliance Division Manager Susanne Porras, Code Compliance Officer Christina Busch, Code Compliance Officer Phillip Wade, Code Compliance Officer Cristopher Gomez, Board Secretary Susan Pruchnicki

### **1. Call to Order**

The meeting was called to order at 3:00 PM.

- a. Roll Call
- b. Board Chair Wayne Johnson welcomed everyone to the meeting, then read the Statement of Purpose.

### **2. Swearing in of Witnesses**

Witnesses were sworn in by Board Secretary Susan Pruchnicki

### **3. Consent Agenda**

- a. Approve the Regular Meeting minutes from October 2, 2025

One correction was made to the minutes presented. Kristen Matt made a motion to approve the minutes as amended. Paul Mandelkern seconded.

**VOTE:**

Steve Heller	Yes
Kristen Matt	Yes
Wayne Johnson	Yes
Paul Mandelkern	Yes
Doug Bond	Yes
Carlos Diez-Arguelles	Absent
Melissa Blaney	Absent

Motion passed 5-0.

**4. Public Comments (for items not on the agenda): Three minutes allowed for each speaker.**

None

**5. Public Hearings (Public participation and comment on these matters must be in person.)**

**a. CCB# LDC-24-0336 1810 Barker Drive, Winter Park, FL 32789**

Code Compliance Officer Christina Busch introduced herself and presented a Notice of Non-Compliance with the Board Order issued October 2, 2025. Officer Busch certified that all photographs and documentary evidence she would present are a true and accurate representation of the violation cited. She presented evidence from reinspections of the property conducted on the following dates: 10/12/2025, 10/16/2025, 10/17/2025, 10/18/2025, 10/19/2025, 10/21/2025, 10/22/2025, 10/23/2025, 10/24/2025, 10/25/2025, 10/29/2025, 10/30/2025, 10/31/2025, 11/03/2025, 11/05/2025, and 11/06/2025. She noted that some inspections were conducted outside of regular business hours to capture evidence that the listings were being changed during non-business hours.

**CODES CITED:** Chapter 58, Section 58-71 (z) Short-term rental of residential dwellings of the City of Winter Park Land Development Code.

The Notice of Violation and the Notice of Hearing were issued via regular and certified mail and posted on the property and at City Hall to meet Florida Statute 162 due process requirements.

**VIOLATION DESCRIPTION:** The City Has Issued Multiple Notices of Violation for the Unlawful Short-Term Rental Violation. Residential Dwelling Is Currently Being Advertised as a Short-Term Rental on a website for less than one month, which is a violation of the City Code.

**COMPLIANCE REQUIREMENT:** Cease the rental of the residential dwelling for periods of less than one month.

She began her presentation with previous case history from 2023 (LDC-23-0408), and 2024 (LDC-24-0020). The initial date of violation for the case being presented was August 2, 2024. Officer Busch presented a screenshot of the listing indicating that Respondent was offering two-night minimum stays. On August 2, 2024, the Short-Term Rental Educational letter was issued to the property owner. This was the third letter issued for this property since 2023. Officer Busch displayed an enlarged copy of the letter so the Board could see the verbiage.

A follow-up inspection was conducted on August 14, 2024; documentation established that the listing had been changed to a 28-nights minimum. On August 19, 2024, and August 30, 2024, follow-up inspections found the listing was still at 28 nights minimum. On September 3, 2024, Respondent changed the listing to the required 30 nights. Follow-up inspections conducted on October 2, 2024, October 28, 2024, and November 25, 2024, found the listing remained compliant at 30 nights.

A follow-up inspection conducted December 23, 2024, found another listing for the property through VRBO for a one-night minimum stay. Officer Busch explained that the VRBO site does not display the minimum-night stays like AIRBNB but indicates the date(s) available in blue type. If available for more than a one-night stay, the dates are displayed in grey type.

On December 23, 2024, AIRBNB listing remained at 30 nights minimum. A follow-up inspection on December 27, 2024, found the VRBO listing at a one-night minimum, but the AIRBNB listing remained at 30 nights. The follow-up inspection conducted January 2, 2025, found the AIRBNB listing had been changed from 30 nights back to two nights and the VRBO listing remained at a one-night stay. Therefore, compliance was only temporary. The City posted a Notice of Violation on the property January 2, 2025.

A follow-up inspection was conducted on January 13, 2025, and found the VRBO listing remained at one night, but the AIRBNB listing was changed to 30 nights. The follow-up inspection performed on January 17, 2025, found the AIRBNB listing remained at 30 nights, and the VRBO listing was changed to 30 nights as indicated by the gray type.

The follow-up inspection conducted on January 28, 2025, found both listings remained at 30 nights. A follow-up inspection conducted February 3, 2025, found the AIRBNB dates completely blocked out, and the VRBO listing remained at 30 nights. The follow-up inspections conducted on February 7, 2025, and February 13, 2025, found both listings advertised at 30 nights.

A follow-up inspection on June 10, 2025, found the listings were changed. The AIRBNB listing and the VRBO listing was changed to a three-night minimum, making the property no longer in compliance. Follow-up inspections conducted on July 24, 2025, and August 22, 2025, found that both listings were still set at a three-night minimum.

A follow-up inspection conducted on September 15, 2025, found that both listings were changed to the 30-night minimum.

The Notice of Hearing for non-consistent compliance was posted on the property September 17, 2025.

A follow-up inspection conducted on September 25, 2025, found both listings at 30 nights. On October 1, 2025, a follow-up inspection found the AIRBNB listing was changed to a two-night minimum. Officer Busch explained that she was not able to check the VRBO site.

A follow-up inspection conducted today, October 2, 2025, found the property was in compliance with the 30-night requirements.

Officer Busch explained to the Board that Host Compliance also monitors any documented stays that are linked to the AIRBNB and VRBO sites. She displayed a screenshot of the Host Compliance Activity Report showing five documented stays in the month of August 2025, two documented stays in the months of June and July 2025, and five documented stays in May 2025. The code states rentals must be a minimum of 30 nights.

Officer Busch displayed a screenshot of AIRBNB reviews; two from September 2025, three from August 2025, two in July 2025, two in June 2025, and three in May 2025. She also pointed out the words "Stayed a Few Nights" stated by one of the reviewers.

Officer Busch asked the Board if they had any questions; they did not.

Assistant City Attorney Richard Geller approached the podium noting that there were legal matters to discuss. He acknowledged Joseph Peckham, Counsel for the Respondent was in attendance, and they determined that Mr. Geller would make his presentation first.

Mr. Geller stated he was representing the City of Winter Park and would try to anticipate some of what Mr. Peckham will present. Mr. Geller referred to a position letter from Mr. Peckham received on September 30, 2025, and was placed in the Board Agenda Packet.

The position presented in the letter was that the short-term rental ordinance is void for vagueness, meaning that it cannot be understood or fairly applied. The objection is that the ordinance does not define the term "Short-Term Rental" other than to set the term to be a limitation of days. Mr. Geller said the ordinance actually says, "one month." Mr. Geller then presented the language from the ordinance: Sec. 58-71 General provisions for residential zoning districts, noting the property was identified by Officer Busch as being in a residential district., sub paragraph (z): Short-term rental of residential dwellings. The rental, use, or occupancy of any residential dwellings for less than one month shall be prohibited.

Mr. Geller stated that rental use and rental occupancy must be "one month" or longer. The city enforces the ordinance against rentals of less than 28 days – the shortest month – and the city would not prosecute someone who is renting for that period of time in February. Typically, the city prosecutes these cases if the rental period is less than 30 days. This Board has enforced this Ordinance for years. Mr. Geller stated that in all those years of short-term rental cases coming before the Board no one until now has made a claim that the ordinance is so vague that it is being unfairly applied or not understandable. He suggested to the Board that there is no evidence of arbitrary or discriminatory enforcement of this ordinance. The city has uniformly sought to achieve compliance by sending out educational letters before issuing a Notice of Violation, as happened in this case three times. The language in the ordinance is clear and reasonably precise. It is not void for vagueness; it does not come close.

Addressing the objection that the term "rental" is not defined, Mr. Geller stated that at another hearing he discussed how Florida courts analyze statutes under a textualist approach, and that the courts are looking at a book written by former Supreme Court Justice Antonin Scalia and another author, Brian Garner, for what textualism is all about. Under a textualist approach, words are to be understood according to their ordinary, everyday meanings unless the context says otherwise. This, according to the authors, "is the most fundamental semantic rule of interpretation." Mr. Geller stated that the Florida Supreme Court, years before textualism was a rule, held where the Legislature had not defined the words used in a statute, the language should be given its plain and ordinary meaning. When necessary, the plain and ordinary meaning can be ascertained by reference to a dictionary. Mr. Geller stated that he took a dictionary off the shelf in his office, and rent is defined as consideration paid, usually periodically, for the use or occupancy of property, especially real property rental. "Rental" is "an amount received or paid as rent, the act of renting." Mr. Geller offered the acts of renting an apartment or a motor vehicle as examples in which everyone understands the meaning, that "rental" is not a difficult term. The terms of rental and short-term rental can be applied according to their everyday meaning as they should be understood.

Mr. Geller stated there was an allegation that the ordinance was pre-empted by State Statute. He read Florida Statute 509.0327(b): "A local ordinance may not prohibit vacation rentals or regulate the duration or frequency of the rental of vacation rentals." He noted that if that was all the statute said, then the city could not regulate in this sphere; however, the statute goes on: "This paragraph does not apply to any local law, ordinance or regulation adopted on or before June 1, 2011." The city adopted its ordinance prior to that date, in 2010. Ordinance 2796-10, subparagraph (bb), stated "Short-term rental of residential dwellings. The rental, use or occupancy of any residential dwelling for less than one month shall be prohibited." There is no preemption. The language from 2010 is the same presented earlier. Giffin Chumley, formerly of Fishback-Dominick, in 2023 when this case first came to light, wrote a letter to Atlantic Oasis Trust's Trustee, Ms. Caitlyn Pyle, (as the title to the property was held in her name individually, not the name of her trust), and attempted to educate her that the preemption did not apply because this ordinance was adopted before the preemption date set forth by the Florida Legislature.

Mr. Geller said Mr. Peckham claimed in his letter that amendment to the City's code eliminated the City's grandfathered exemption from preemption. Mr. Geller read what Mr. Peckham wrote "If it is not void for vagueness, then in 2022 (well after the preemption date) Chapter 58 of the city's Land Development Code was amended." Mr. Peckham pointed to several modifications of the terms of Chapter 58, which regulates what can and cannot happen on residential properties.

Mr. Geller referenced the bullet points in the letter, noting that none addressed short-term rentals, and that they are outside of the realm of short-term rentals. He explained that what did happen was that the city changed the short-term rental language from paragraph (bb) to (z). The language was never repealed for any period of time. If it had been repealed and the city tried to enact it again after a lapse of time, then the preemption provision would be imposed. From the Short-Term Rental ordinances' enactment in 2010, it has been the law of the City of Winter Park continually. He stated that when a provision is merely recodified and the paragraph number changed, it is still the law and has remained the law in the city.

Mr. Geller stated that his law firm, Fishback-Dominick, had an interesting question for the Florida Attorney General. Another municipal client wanted a pilot program to allow some short-term rentals. They also adopted their ordinance before the preemption date but were concerned if the program didn't work, they still wished to enforce the short-term rental prohibition. The Florida Attorney General answered in 2020: "Generally, when a civil statute or ordinance is amended, provisions of the original law that are essentially and materially unchanged are considered to be a continuation of the original law." Mr. Geller stated that this is in line with what the City of Winter Park did. The language was not changed at all; it only moved to a different paragraph.

Mr. Geller then referred to the last sentence in the Attorney General's letter: "Thus, the rights and liabilities accrued under the original act which are reenacted are not affected by the amendment."

Mr. Geller submitted as evidence Florida Statutes 509.0327(b), Ordinance 2796-10 (which adopted the Short-Term Rental Prohibition), and Ordinance 3258-22, which recodified the Short-Term Rental Prohibition under another paragraph. He then offered to answer any questions the Board might have.

Melissa Blaney asked Mr. Geller to define what Zone R-1A is. Mr. Geller deferred the question to Planning and Zoning Director Allison McGillis. Ms. McGillis stated that R-1A basically defines Winter Park's single-family residential zoning district. She went on to list single-family zoning districts as R-1A, R-1AA, and R-1AAA. She noted the lot in question is zoned R-1A and is the smallest of the three designations in terms of area.

Ms. Blaney then asked Officer Busch about the reference to a different rental site, known as Peerspace. Officer Busch responded that that was related to a different case for illegal house parties, and not a part of the case being presented. Kristen Matt interjected that what Ms. Blaney was referring to was in Mr. Peckham's letter. Ms. Blaney confirmed with Officer Busch that the case presented only concerned the short-term rentals evidenced by the AIRBNB and VRBO listings.

Mr. Joseph Peckham, PLLC of 7025 CR 46A, Suite 1071-333, Lake Mary, FL 32746, representing Atlantic Oasis Trust approached the podium and identified himself. He stated that he submitted the letter Mr. Geller referenced in advance to provide a backstory of what has transpired.

Mr. Peckham placed on the record an objection to the presentation made by the city, in total, on the grounds that it rested on "hearsay evidence," and that the only direct evidence was the inspector discussing the actual noticing of the property personally.

Mr. Peckham stated that the calendars and labels presented by the city appeared to be created by the inspector, but they did not tie back to anything specific. Similarly, comments by reviewers on the VRBO and AIRBNB websites, who he called "alleged guests," cannot necessarily identify a length of stay. He stated the definition of "few", in the guest reviewer's comment about staying "a few days" is subject to interpretation as are many of the other comments. He requested that the Board disregard that portion of the city's presentation. He also requested they disregard any prior instances of alleged violations not reference in the Notice of Violation specifically. He also objected to the Notice itself, which he characterized as "unclear." He stated that obviously due process requires that a person be afforded an opportunity to be heard and apprised of what they are answering for. Mr. Peckham offered an example that if the zoning ordinance prevented green paint and the respondent was told that they were answering for a driveway width, you can't start talking about green paint.

Mr. Peckham disagreed with Mr. Geller that the ordinance in question is not null and void for vagueness because "rental is also tied to the word income, and income can be barter or cash." In previous communications with the city, his letter to the Code Board, he wanted it on the record that one person could use the property of another, other than for a contracted exchange of days for money. He stated an out-of-town guest could use the property. He asked if that would be considered a "rental," stating this is not clear. He offered an example of a lavish "hostess gift" being considered payment for a rental. The statute does not define what is and what is not a rental. He stated that he is sure the city is not chasing people who allow friends or relatives to stay on their property for less than 30 days when they are not present on the property.

Mr. Peckham reiterated that the ordinance as it is written does not properly give the property owner true notice of what they can and cannot do, and that ambiguity in order to be solved requires an amendment to the ordinance which, as Mr. Geller pointed out, cannot be done without running afoul of the state statute that prohibits it.

Mr. Peckham stated he would be happy to answer questions but then stopped, raising another objection. He objected to the code compliance officer presenting evidence from the websites. He added there is no direct evidence presented in the record, no agreement, no record of transaction, or anything that suggests his client actually engaged in rental activity, assuming for the sake of argument that the ordinance as written does indeed prohibit short-term rentals. He stated the City's evidence is "indirect" at best and, therefore insufficient to sustain a violation of the ordinance, assuming the ordinance is valid.

Doug Bond asked Mr. Peckham if it was his assertion and his position that his client was not renting the property for less than 30 days. Mr. Peckham did not answer the question and instead responded with his assertion that the city has not properly apprised in the ordinance what is or is not a rental. Mr. Bond then asked if this was Mr. Peckham's only position at this point, that he did not know what the definition of "rental" was. Mr. Peckham responded yes. He stated his second assertion, in addition to being void for vagueness, is that the short-term rental ordinance was indeed amended since 2011. He also referred to the prior objections he placed on the record.

Ms. Julie Champion of 2080 St. George Ave., Winter Park, FL 32789 approached the podium. She stated she lives around the corner from 1810 Barker Dr. She stated she has witnessed short-term rentals for several years. She confirmed that the respondent was renting the property on Peerspace for \$500/hour or \$5000.00 for the weekend. Ms. Champion stated that after seeing this on Peerspace, she met with the event planner on the property, who showed her around the property and told her the property was rented for parties. Ms. Champion said her bigger concern was that the house was being used as a venue, recalling when an estimated 100 people were in the house, which caused horrible traffic issues. She stated several parties have happened at the property, which she understood were not the subject of the case; however, it was obvious that the property was being rented for short-term stays and use. She stated short-term occupants' cars would be on the property for 2-3 days and then leave. She also felt it was a stretch that a non-financial payment would be accepted, that in speaking with occupants staying at the property, they confirmed finding the property on AIRBNB.

Ms. Champion also stated that the property's short-term rental reduces the property values of all homes in the area. She stated that the neighborhood is trying to transition and having short-term occupants in and out does not help, and it also diminishes what the City of Winter Park can do to assist the neighborhood. She commended Officer Busch for her research and for staying on top of the case, reminding the Board that the first complaint was made in 2023, two years ago. She also stated that, when the property owner is making \$5000.00 a weekend, the city's fines are "nothing".

Ms. Suzanne Tinkler of 1649 Lakemont Ave, Orlando, FL 32814 approached the podium. Ms. Tinkler said that her children and grandchildren reside at 1811 Barker Dr., Winter Park, FL 32789. She said that she had been personally present and witnessed the chaos that occurs at 1810 Barker Dr. due to short-term rentals. She respectfully opposed the establishment of short-term rental property in the South Lakemont-adjacent residential neighborhood, which is composed primarily of young families with children. She said the short-term rentals create a constant influx of unfamiliar individuals into the community in a neighborhood where young children frequently walk, bike, and play outdoors, posing a safety risk. She also stated there are no sidewalks on Barker Dr. She said that, unlike long-term residents, transient renters have no established ties to the community, reducing accountability for their behavior; the sort-term rentals disrupt the residential character. She stated the community was designed and marketed as a stable, family-oriented neighborhood and the short-term rentals undermines this purpose by converting a residence into a commercial enterprise inconsistent with residential zoning and sets a precedent that could lead to additional conversions that would further erode the community's character.

Ms. Tinkler added that noise and nuisances have occurred on numerous occasions, stating that short-term guests often use the rental properties for vacations and social gatherings generating noise during late hours. Such disturbances are incompatible with the neighborhood primarily populated by families with young children who require a predictable and quiet environment. She raised the parking and traffic hazards previously discussed, noting increased vehicle turnover associated with short-term rentals has created congestion and reduced visibility, heightening the risk of accidents with children when present.

Ms. Tinkler added that overflow parking infringes on the rights of permanent residents and impacts the property values and community cohesion. She said families chose this neighborhood because of its safe, stable, and predictable environment. Introducing transient rentals diminishes that environment, which could decrease property values and discourage future family buyers.

Mr. Peckham asked if what Ms. Tinkler offered was a public comment or considered evidence against his client. Mr. Geller responded it was evidence. Mr. Peckham moved to strike all of it as pure opinion. Ms. Matt, serving as Chair Pro-Tem, was not sure if she had jurisdiction to strike comments. Mr. Geller replied no and referred to Code 2-105: "Formal rules of evidence shall not apply but fundamental due process shall be observed and govern the proceedings."

Mr. Geller stated many of the statements that were made about the noise, the impact on traffic, the impact on parking, the reduced visibility, the children present, and the concerns as a homeowner are all statements of fact, not opinion. He noted the only opinion he may have heard from either Ms. Tinkler or Ms. Champion was that they opposed short-term rentals, but everything supporting their argument were facts. He said the Board can consider reasonably reliable evidence even if hearsay.

Mr. Geller reminded the Board that records presented were certified by the code officer, as stated in her presentation. Mr. Geller stated that, if he were in court, he would argue the code officer relied on certified business records in the ordinary course of her business as a code officer of a municipality. In this context, the records are an exception to hearsay. He reiterated that the Board may consider hearsay and the factual statements of the witnesses who appear before them.

Mr. Peckham challenged Mr. Geller's statement, stating that the purpose of the hearsay rule is to provide the opposing party in the criminal context, who is considered the accused, with the opportunity to cross examination and challenge the veracity of a witness' statement. He offered that, if someone told the board that someone else did something, he could only challenge their observation, whether it was their recollection, but not the underlying truth that person is making.

Mr. Peckham also stated that Ms. Tinkler spoke on behalf of other people who lived near the property, so he could not challenge her testimony. If the case were in court it would be hearsay layered upon hearsay. He also challenged that, unless the city would tell him that parking is always banned on the roadway, people have private parties all the time that create parking snarls.

Mr. Peckham stated he understood that the only code the police can enforce is that a car must park with the flow of traffic. He stated that to his knowledge there are no parking restrictions on the road, with perhaps the exception of a fire hydrant, that one cannot park in front of a neighbor's house as a visitor. He again stated that these were opinions perhaps for the rationale for short-term rentals, but not the underlying evidence of whether short-term rentals have happened.

Ms. Matt thanked Mr. Peckham and excused him from the podium. She responded to his challenges, referring to Mr. Geller's statement that as a Board it was their duty to review the evidence, and make findings of fact based solely on evidence of record and sworn testimony of witnesses and make conclusions of law. The witnesses that came before the Board were sworn-in and their testimony will be taken into account.

Ms. Cecelia Rooks was sworn in and provided her address as 1660 Mizell Ave., Winter Park, FL 32789. She stated that she has many out-of-town guests who visit and love to enjoy Winter Park. She recognized that the offerings so far dealt with the short-term rental issue, she thought that the other side should be heard as well. She claimed that her guests told her they could not rent 1810 Barker Drive for less than 30 days, so she felt the owner was in compliance for the one-month short-term rental.

### **Board Discussion:**

Melissa Blaney asked Mr. Geller how intent played into the case. She stated the intent to violate the ordinance was established when the Respondent listed the property on an AIRBNB or VRBO site. She stated that the Board has seen this numerous times before, where the property was listed for less than 30 days straight from the website, so she thought the evidence was reliably accurate. She stated that she would not put her house on AIRBNB or VRBO without the intent to rent it.

Mr. Geller responded by referencing the ordinance, that it goes to action of short-term rentals for less than a month. He said the Board needed to make a factual finding whether that has happened in this case or not.

Ms. Blaney stated that the city had done an adequate job notifying Ms. Pyle of the ordinance, and she had been outside of its bounds, and had gone against the code multiple times. She recognized that Ms. Pyle was provided with three educational about the short-term rental ordinance before the City issued formal notifications of violations. She also stated that the Board understood the definition of the words "rental" and "residential property" based on Mr. Geller's presentation. As such, Ms. Blaney thought they were presented with evidence of a clear violations.

Doug Bond asked Mr. Geller if there was a limitation on the amount of fines the Board could impose if they found the respondent in violation. Mr. Geller responded that, because it is a repeat violation, the code allows the Board to assess a fine of up to \$500.00 per day per violation. The number of days in violation of the short-term rental ordinance may be calculated and a fine assessed up to that amount.

Ms. Blaney stated at a previous meeting they discussed that a month is equal to 30 days on average across the year. Mr. Geller responded that this is how the city enforces the Ordinance, except that if someone is renting a property in February, which is only 28 days, the city would not prosecute for a 28-day rental.

Ms. Blaney asked Mr. Geller for clarity that compliance must be continuous once the board makes a decision. Mr. Geller responded that, if the Trust falls out of compliance again, the case would be brought back to the Board as a repeat violation, and the Board could assess a fine of \$500 per day per violation.

Ms. Matt asked for an estimate of how many cases the Board has heard for this type of violation in the past. Officer Busch stated it would depend on whether an official Notice of Violation was issued. Mr. Geller clarified with Ms. Matt that she was referring to the number of cases brought before the Board. He then stated that, in the more than eight years he has attended these meetings, he would estimate two to three cases a year. Ms. Matt then asked if any of the previous violators expressed confusion over the language of what a "rental" means. Mr. Geller stated that it was his argument in this case that no one had previously expressed a lack of understanding. Ms. Matt then asked in terms of the evidence presented by Officer Busch if the timeline of activity used to document the number of stays that were flagged by the website were used in past cases. Officer Busch replied yes. Ms. Matt questioned if visitors posted timely reviews, or if they may be directly attributed to the dates of someone's stay, if written weeks later. She stated that if this timeline was used and accepted in previous cases as evidenced through AIRBNB and VRBO, that it says a lot. Ms. Blaney interjected that, with these websites, there is a limited time in which to submit a review after a stay; it had been her experience that after nine days the visitor could no longer post a review. Therefore, the reviews were reliable evidence of the violations.

**Motion:**

Kristen Matt made a motion:

From the evidence presented today, I move to find the Respondents, Atlantic Oasis Trust, Compliance Board Case #LDC-24-0336, owners of 1810 Barker Drive, Winter Park, FL 32789 in violation of Chapter 58, Section 58-71 (z) Short-term rental of residential dwellings of the City of Winter Park Land Development Code.

The Respondent has been properly notified per regular and certified mail and posting to satisfy Florida Statutes chapter 162 and City Code section 2-109 due process requirements.

The respondent is ordered to cease the rental of the residential dwelling for periods of less than one month within 5 days of this hearing date. Failure to comply with this order will result in fines of up to \$500.00 per day for each day the violation continues. The Respondent is further ordered to contact the City Safety & Code Compliance Officer and provide documentation of action taken by October 13, 2025.

Ms. Blaney thought the timeframe to comply was too long. Ms. Matt noted that she was taking into consideration any stays that might need to be canceled. Ms. Blaney added that it was not a matter of the stays booked, but for the advertised listings to be corrected to requiring a minimum 30-night stay.

Ms. Matt amended her motion as follows:

From the evidence presented today, I move to find the Respondents, Atlantic Oasis Trust, Compliance Board Case #LDC-24-0336, owners of 1810 Barker Drive, Winter Park, FL 32789 in violation of Chapter 58, Section 58-71 (z) Short-term rental of residential dwellings of the City of Winter Park Land Development Code.

The Respondent has been properly notified per regular and certified mail and posting to satisfy Florida Statutes chapter 162 and City Code section 2-109 due process requirements.

The respondent is ordered to cease the rental of the residential dwelling for periods of less than one month within three days of this hearing date. Failure to comply with this order will result in fines of up to \$500.00 per day for each day the violation continues. The Respondent is further ordered to contact the City Safety & Code Compliance Officer and provide documentation of action taken by October 5, 2025.

Ms. Blaney moved to approve the motion, thereby adopting Ms. Matt’s language as her own. Mr. Bond seconded.

**Vote:**

Steve Heller	Excused
Kristen Matt	Yes
Wayne Johnson	Excused
Paul Mandelkern	Excused
Carlos Diez-Arguelles	Yes
Melissa Blaney	Yes
Doug Bond	Yes

Motion passed 4-0.

b. CCB#OVR-25-0204 1019 W Fairbanks Ave., Winter Park, FL 32789

Division Manager Susanne Porrás requested to address the Board regarding this case. She stated that a request was received from the property owner to table the case for at least 30 days, which was granted. Ms. Porrás requested the Board's to move the case to the November 6, 2025, meeting. Ms. Matt approved the request.

## **6. Non-Action Items**

None

## **7. Staff Updates**

Division Manager Susanne Porrás advised the Board of one case that came into compliance prior to the hearing date:

LDC-24-0356 1645 N. Park Ave., Winter Park, FL 32789 (Short-term rental)

## **8. City Attorney Reports**

None

## **9. Board Comments:**

Ms. Blaney and Mr. Bond commended Ms. Matt on an excellent job.

Ms. Blaney inquired about a document in the back of the agenda notebook. Officer Porrás explained she expected the Respondent to recruit more people to testify against the City's case. The document, therefore, contained information from the Winter Park Police Department documenting calls and complaints regarding the property at 1810 Barker Drive.

## **10. Upcoming Agenda Items**

Division Manager Susanne Porrás informed the Board currently two cases are on the schedule for the November meeting.

**11. Adjournment**

Board Member Melissa Blaney made a motion to adjourn. Board Member Carlos Diez Arguelles seconded.

**VOTE:**

Steve Heller	Excused
Kristen Matt	Yes
Wayne Johnson	Excused
Paul Mandelkern	Excused
Carlos Diez-Arguelles	Yes
Melissa Blaney	Yes
Doug Bond	Yes

Motion passed 4-0.

ATTEST:

Approved by the board on November 6, 2025

*Susan Pruchnicki*

/s/ Susan Pruchnicki, Board Secretary