A FLORIDA PANHANDLE REAL ESTATE GUIDE

A Clear Path Forward

Selling a home during separation or divorce — a calm, organized process for both owners.

Educational resource — not legal, tax, or financial advice. This guide explains the real estate process only. Please consult your own attorney, CPA, and lender for guidance specific to your situation before making any decision about the property.

A calm, organized pathway from uncertainty to a well-managed sale.

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A Note About This Guide

Educational Resource — Not Legal, Tax, or Financial Advice

I am a Florida real estate professional, not an attorney, tax adviser, mediator, appraiser, or financial planner. This guide offers general real estate education and transaction organization only. It does not interpret a court order, decide ownership, allocate proceeds, or advise either spouse about legal rights. Each person should consult their own Florida family-law attorney, and their own tax and financial professionals, before signing a listing agreement, accepting an offer, transferring title, or authorizing the distribution of funds.

Separation and divorce can bring major financial, logistical, and emotional decisions into the same room. The purpose of this guide is to remove some of the real estate uncertainty: identify the decisions that must be made, establish a workable communication system, prepare the property correctly, and create a professional path from consultation to closing.

Neutral service does not mean legal representation. I can provide the same property information to both owners, document real estate instructions, market the transaction within my license, and negotiate the sale — but I cannot serve as either spouse's lawyer, decide what is "fair," mediate marital disputes, or advise how proceeds should be divided. Any question that touches legal rights, tax consequences, or the interpretation of an order belongs with your own attorney or CPA, not with me.

Information and cited authorities were reviewed in September 2026 and may change. Your attorneys, title/closing professional, lender, CPA, insurance professional, and the controlling agreement or court order remain the authorities for your particular matter — this guide is a starting point for those conversations, not a substitute for them.

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What's Inside This Guide

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1 PART ONE

What This Guide Is Designed To Do

This is a trust-and-preparation package for owners who may need to sell a Florida Panhandle home because of separation, a pending divorce, or a final judgment. It is designed to:

- Create one understandable roadmap without minimizing either person's concerns.
- Separate real estate decisions from legal decisions and route each question to the right professional.
- Help both owners agree on one qualified listing professional when they are legally able and ready to do so.
- Establish equal access to material property and transaction information.
- Reduce avoidable delay, duplicate work, carrying costs, rushed decisions, and value-damaging conflict.
- Prepare and market the property professionally while protecting privacy.
- Move a signed contract toward a coordinated closing and the next chapter of each person's life.

The Shared Goal

The marriage may be ending, but the property remains a shared financial project until the law, a written agreement, or a completed sale says otherwise. Agreement on process can save time and money even when the spouses disagree on other issues.

2 PART ONE

Four Paths for the Home

A market sale is one possible solution, not an automatic answer. Before listing, each owner should review the choices below with their respective attorney, lender, tax adviser, and financial professional.

Path	Potential Benefit	Questions & Risks
Sell on the open market	Converts the home into cash; may end shared ownership and mortgage exposure after payoff.	Timing, preparation, tax, costs, proceeds instructions, housing transition, and cooperation.
One spouse buys out the other	May preserve the home and avoid a public sale.	Reliable valuation, funding, refinance or assumption, title transfer, release from debt, and affordability.
Continue co-owning temporarily	May delay disruption or allow a later sale trigger.	Who occupies, pays, repairs, insures, receives tax benefits, and controls the future sale?
Offset with other marital assets	May let one spouse retain the home through the broader settlement.	Valuation dates, liquidity, taxes, debt, fairness, and legal drafting.

Deed Is Not Debt

Transferring a deed does not necessarily remove a borrower from the mortgage note. Confirm any refinance, assumption, payoff, release, and title transfer with the lender, title professional, and attorneys before relying on a buyout.

3 PART ONE

When a Sale May Help — and When To Pause

An open-market sale may provide a cleaner financial break, liquidity for separate housing, relief from ongoing carrying costs, and a market-tested value. It may also reduce future disputes over maintenance, occupancy, insurance, taxes, or eventual timing.

A sale may need to pause when authority is unclear; an order restricts transfer; safety or access is disputed; a bankruptcy, lien, probate, or title issue exists; insurance or casualty damage is unresolved; or the spouses have not agreed on essential sale mechanics.

Cost-of-delay worksheet: ask your financial team to estimate the monthly cost of keeping the property and compare it with the likely benefit of waiting.

Monthly Item	Estimate
Mortgage principal and interest	$
Property tax and insurance accrual	$
HOA / condo / assessments	$
Utilities, lawn, pool, pest, security	$
Repairs and deferred-maintenance reserve	$
Rental-management or vacancy impact	$
Total estimated monthly carrying cost	$

This worksheet is planning information only. It does not assign responsibility or determine credits between spouses — that determination belongs to your attorneys and any governing agreement or order.

4 PART TWO

Choosing the Listing Professional Together

A neutral selection process can prevent the agent choice from becoming the first property dispute. Each owner can score the same candidates independently, then compare evidence rather than personalities.

Selection Factor	What To Verify	Score 1–5
Local market competence	Relevant property type, community, pricing, financing, and buyer pool.	
Divorce-sale process	Equal information, written approvals, confidentiality, boundaries, and attorney coordination.	
Marketing plan	Professional photography, property story, MLS quality control, portal/network exposure, and reporting.	
Communication discipline	Response standards, documentation, shared reporting, and deadline management.	
Pricing evidence	CMA quality, competing inventory, net sheets, and price-review plan.	
Conflict protocol	Willingness to pause on conflicting instructions and route legal issues to counsel.	

Good Fit

The right professional is not “his agent” or “her agent.” It is the listing professional all required sellers authorize, in writing, to manage the property sale under one clear process.

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5 PART TWO

The Decision Team

Professional	Primary Role	What To Ask
Separate family-law attorneys	Advise each spouse on rights, orders, settlement terms, authority, and enforcement.	Who can authorize listing, price changes, repairs, acceptance, closing, and proceeds?
Listing professional	Analyzes the market; prepares, exposes, shows, negotiates, and manages the real estate transaction.	How will information, approvals, showings, and offers be handled neutrally?
Title/closing professional or real-estate attorney	Examines title, liens, judgments, signing authority, payoff, deed, escrow, and closing documents.	What must be cured or signed, and where may proceeds legally go?
CPA or tax attorney	Analyzes filing status, basis, exclusions, estimated tax, and allocation.	What records and timing matter before accepting an offer?
Mortgage servicer/lender	Provides payoff and explains loan-specific options.	Does any assumption, release, refinance, or loss-mitigation option apply?
Mediator, if appropriate	Helps negotiate disputed terms; does not replace each party's legal advice.	Which property-sale issues can be documented in a settlement?

Attorney recommendation: each spouse should retain or consult their own Florida family-law attorney. Where title, liens, probate, trusts, business ownership, or complex closing questions exist, ask counsel whether a Florida real-estate attorney is also needed. For tax consequences, consult a CPA or tax attorney. I do not select counsel for either spouse or guarantee any professional's work.

The Florida Bar Lawyer Referral Service can help locate counsel by geography and need — see the resources page for its current contact details.

Before the Home Is Listed: Legal Readiness

Before marketing begins, both owners and their attorneys should confirm the authority and rules that govern the sale. Depending on the case, these may come from a separation or settlement agreement, a temporary order, a final judgment, or another court order.

- Confirm legal names, current vesting on the deed, marital status, and who must sign.
- Provide relevant portions of any written agreement or court order to the title/closing professional, and — with counsel's approval — to the listing professional.
- Identify restrictions on selling, occupying, entering, repairing, removing items, or spending joint funds.
- Define how mortgage, taxes, insurance, HOA/condo charges, maintenance, repairs, and credits are handled while listed.
- Define where net proceeds will be held or distributed. The listing professional cannot decide the split.
- Confirm whether either owner has bankruptcy, support liens, judgments, probate, trust, power-of-attorney, or capacity issues.
- Ask counsel about tax timing and filing status before the sale is structured.

If There Is No Agreement

Do not sign conflicting instructions or attempt to use the listing process to resolve the marital case. Pause and ask the respective attorneys to obtain a written agreement, mediation result, or court direction that the real estate and closing professionals can follow.

7 PART TWO

Can a Court Require the Home To Be Sold?

Sometimes. Florida's equitable-distribution statute gives the dissolution court authority to identify and distribute marital assets and liabilities, and a judgment can operate as a conveyance when properly recorded. Florida also has a separate partition framework for jointly owned real property; when physical partition cannot be made without prejudice, a court may order a sale under that process.

That does not mean every disagreement produces a court-ordered listing, or that every sale follows the same procedure. The result can depend on how title is held, whether the parties are still married, pleadings, agreements, temporary or final orders, children's housing considerations, liens, and other case-specific facts. A judge may address disposition, timing, possession, credits, sale mechanics, or proceeds through case-specific orders.

Ask Your Attorney First

Before taking action, ask your respective attorneys: Does an existing order permit or require a sale? Who selects the agent? Is there a required list price, reduction schedule, repair limit, offer-acceptance standard, occupancy deadline, or escrow instruction? What happens if a signature or approval is withheld?

Florida law also makes written treatment of credits and setoffs important: **Florida Statute §61.077** provides that a party is not entitled to any credits or setoffs upon the sale of the marital home unless the parties' settlement agreement, final judgment of dissolution, or final judgment equitably distributing assets or debts specifically provides that certain credits or setoffs are allowed at the time of sale. That is a legal drafting issue for counsel, not the REALTOR®.

One REALTOR®, One Process, Two Informed Owners

When both owners are legally authorized and can agree, selecting the same listing professional creates one market analysis, one marketing plan, one showing system, and one transaction record. It can reduce mixed messages and duplicated expense. The listing relationship and duties will be explained in writing before signature.

The agent should not become a messenger for personal grievances. Property decisions should use an agreed protocol:

Topic	Working Rule
Communication	Use a shared email thread or agreed parallel emails. Material updates go to both owners and authorized counsel.
Instructions	Written, matching instructions from all required decision-makers unless a controlling order says otherwise.
Response time	Agree in advance on a reasonable deadline for showing, repair, price, and offer decisions.
Market facts	Use the same CMA, showing feedback, offer summary, inspection findings, and net sheet for both owners.
Privacy	Disclose only what law and the transaction require. Divorce details are not public marketing copy.
Disputes	Pause the disputed action; refer legal or marital issues to counsel/mediator. Continue only under clear authority.

Important

Using one listing professional does not create one lawyer. Each spouse may still need independent legal advice even when the property sale itself is cooperative.

The 12-Step Roadmap: Steps 1–6

1 Attorney and order review

Confirms authority, restrictions, required approvals, and the legal questions counsel must answer.

2 Joint real estate consultation

Clarifies goals, timing, occupancy, communication preferences, and the practical needs of both owners.

3 Title and payoff pre-check

Surfaces ownership, mortgage, HELOC, lien, judgment, entity, trust, and closing concerns early.

4 Market analysis

Establishes an evidence-based value range, buyer pool, competitive position, and initial net estimate.

5 Written decision protocol

Defines approvals, response times, information sharing, price reviews, and the path for unresolved conflict.

6 Property condition review

Identifies disclosure, repair, insurance, financing, HOA/condo, safety, and presentation issues.

Before Moving to Step 7

Both owners should understand who may authorize the sale, how decisions will be communicated, and which issues must return to their respective attorneys.

The 12-Step Roadmap: Steps 7–12

7 **Preparation plan**
Prioritizes cleaning, repairs, staging, vendors, access, budget, approvals, and the launch deadline.

8 **Listing agreement**
Documents the brokerage relationship, price, property terms, duties, authorization, and required signatures.

9 **Photography and launch**
Creates professional presentation, accurate listing content, MLS entry, and broad marketing exposure.

10 **Showings and weekly reporting**
Gives both owners consistent information about activity, feedback, competition, and recommended adjustments.

11 **Offer and due diligence**
Compares terms and net proceeds; coordinates inspections, appraisal, financing, documents, repairs, and negotiations.

12 **Closing and transition**
Completes title and loan requirements, signatures, possession, and proceeds handling under authorized instructions.

The Result

A documented path from legal and property readiness to professional marketing, a negotiated contract, and an orderly closing.

Information To Gather

- Photo IDs and exact legal names of all owners; current contact information.
- Recorded deed, prior owner's title policy, survey, and any trust, estate, entity, or power-of-attorney documents.
- Relevant settlement agreements, judgments, temporary orders, injunctions, or court directions — reviewed first with counsel.
- Mortgage, HELOC, solar, assessment, HOA/condo, utility, tax, judgment, and lien information.
- Permits, warranties, invoices, repair records, roof/HVAC/water-heater ages, and insurance claims.
- Seller disclosure information: known defects, flood history, unpermitted work, code issues, and open claims.
- Condo/HOA documents, budgets, assessments, litigation information, inspections, reserve studies, application requirements, and rental/pet rules.
- Rental agreements, bookings, management contracts, revenue/expense records, licenses, and tax records where applicable.
- Personal-property list: what stays, what goes, and what must not be photographed or shown.
- Preferred timeline, showing limitations, pets, security systems, occupancy, and move-out plan.

Do Not Remove or Conceal

Do not remove fixtures, records, documents, or disputed personal property contrary to an agreement or order. Do not conceal known defects or use staging to hide damage. Ask counsel when ownership or access is disputed.

12 PART THREE

Personal Property: Separate It From the Sale

Arguments over furniture, artwork, appliances, tools, keepsakes, or electronics can delay photography, confuse buyers, or create a contract dispute. Before launch, create three lists: real property/fixtures, personal property included in the sale, and personal property excluded or disputed.

- Do not assume an item is removable merely because one spouse purchased or uses it.
- Photograph and inventory agreed items before vendors, movers, tenants, or guests have access.
- Use the listing agreement and purchase contract to state buyer-facing inclusions and exclusions clearly.
- Resolve disputed ownership through counsel or the agreed process; do not invite the buyer into the marital dispute.
- Set a removal deadline that occurs before photography or closing, as appropriate.
- Document storage, insurance, moving expense, and access arrangements in writing.

Item / Room	Fixture, Included, Excluded, or Disputed	Removal / Agreement Date

13 PART THREE

Pricing: Use the Market, Not the Conflict

The list price should be a marketing decision supported by recent comparable sales, current competition, pending activity when available, condition, location, buyer demand, financing eligibility, and expected net proceeds.

- Avoid pricing high to offset a desired personal payout; buyers do not price the divorce.
- Avoid underpricing merely to finish quickly without understanding the tradeoff.
- Use written net sheets showing mortgage payoff estimates, taxes, commissions/compensation, title and closing costs, repairs, concessions, assessments, and other authorized charges.
- Pre-agree on a price-review date and an evidence-based reduction process.
- If the spouses cannot agree, counsel may need to document a mechanism or seek court direction.

Three Numbers To Review

Likely market range • Recommended launch price • Estimated net proceeds. A net sheet is an estimate, not a promise or a legal allocation between spouses — confirm final figures with title/closing and your CPA.

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Preparing the Home

I will help identify improvements that may improve presentation, reduce buyer objections, or protect financing and insurability. The goal is not to spend emotionally; it is to make prioritized decisions based on probable market impact.

Priority	Examples	Decision Test
Safety / active damage	Leaks, unsafe electrical items, trip hazards, broken locks, moisture source.	Could this worsen, create liability, or stop a buyer?
Financing / insurance	Roof age or condition, permits, HVAC/plumbing/electrical issues, condo documentation.	Could this narrow the financed buyer pool?
High-visibility presentation	Cleaning, decluttering, paint touch-up, landscaping, lighting, minor repairs.	Does the likely benefit exceed cost and delay?
Optional enhancement	Staging, larger updates, cosmetic replacements.	Will the target buyer and price tier reward it?

Before spending joint funds, both owners should approve the scope, budget, payment source, vendor access, and whether any reimbursement or credit is addressed by counsel. I can coordinate estimates and real estate logistics; I do not decide which spouse ultimately bears the expense.

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Marketing the Home

The home will be positioned around its value, features, lifestyle, location, and buyer fit — never around the owners' private circumstances.

- Professional photography: planned angles, lighting, room flow, exterior, view, amenities, and improvements. Aerial, twilight, video, floor plan, or virtual-tour assets may be recommended where useful and permitted.
- Compelling listing story: accurate, benefit-focused copy that helps buyers understand how the property lives — layout, upgrades, outdoor space, neighborhood amenities, access, and rental or second-home utility where applicable.
- Broad digital exposure: entry into the applicable MLS and distribution through participating syndication feeds to major real estate portals, subject to MLS and portal rules.
- Coldwell Banker exposure: presentation through applicable Coldwell Banker corporate/network and brokerage websites and marketing channels.
- Agent-to-agent reach: professional materials, showing access, inquiry response, feedback collection, and direct outreach where appropriate.
- Launch quality control: verify facts, room details, inclusions, showing instructions, disclosures, documents, and online presentation before activation.
- Ongoing optimization: monitor traffic, showing patterns, buyer objections, competing inventory, and offers; recommend changes with written support.

Privacy Standard

The public listing should not announce the divorce, disclose legal strategy, or suggest distress. Only information needed for a lawful, accurate, and effective sale should be shared.

Showings, Occupancy & Security

- Choose one approved showing system and define notice requirements.
- Confirm who occupies the home and who may authorize access.
- Remove medications, weapons, financial records, legal papers, valuables, family schedules, and personally identifying materials.
- Agree on pets, alarms, cameras, gates, keys, rental guests, and vendor access.
- Keep the home reasonably show-ready under an agreed checklist.
- Do not use cameras or recordings in a manner that violates law; consult counsel about audio recording.
- Create a written move-out and possession plan before contract deadlines.

If one spouse lives in the home, the listing plan should respect lawful possession while still allowing reasonable buyer access. If access becomes contested, the REALTOR® should not force entry or interpret an order; the matter returns to counsel.

Offers & Negotiation Without Chaos

Every serious offer should be compared on the same decision sheet, not just price.

Review	Questions
Economics	Price, deposits, financing, concessions, closing costs, repair exposure, and estimated net?
Certainty	Preapproval or proof of funds, contingencies, appraisal risk, sale-of-home condition, and lender strength?
Timing	Inspection, financing, document review, association approval, closing, possession, and rent-back?
Property terms	Included/excluded items, furnishings, rentals/bookings, repairs, warranties, and personal property?
Authority	Do all required sellers approve? Does the offer comply with the agreement or court order?
Proceeds	What written closing or escrow instructions will title follow?

I will explain market and contract considerations within my real estate role, prepare comparable and net information, communicate offers to the required parties, and negotiate only under authorized instructions. Legal disputes, conflicting directions, waiver of rights, enforceability, or allocation questions go to counsel.

Common Objections & How We Navigate Them

Issue	Real Estate Response	When Counsel Steps In
“The list price is too low/high.”	Show CMA, competition, buyer response, and preset review dates.	No agreement or order controls price.
“I will not approve repairs.”	Separate required, risk-reducing, and optional work; obtain written quotes.	Dispute over payment, credits, or authority.
“I do not want showings.”	Offer reasonable windows and security safeguards.	Possession/access conflict or refusal.
“That item stays/goes.”	Create a signed inclusion/exclusion list before marketing.	Ownership of personal property is disputed.
“Do not accept that offer.”	Provide side-by-side terms, net, risks, and counter options.	Instructions conflict or deadline/order issue exists.
“Pay me my half at closing.”	Send title only the written, authorized disbursement direction.	Allocation, liens, support, setoffs, or escrow are disputed.

My Boundary

I can help negotiate the property sale between sellers and buyers. I do not negotiate the divorce between spouses. When the disagreement is marital or legal, I will document the real estate status and refer the issue to the respective attorneys.

Working With Your Attorneys

If both owners prefer attorney involvement, each owner should give written authorization identifying who may receive information and whether counsel may provide binding transaction instructions. The listing and closing professionals must still follow applicable agency duties, contracts, law, title requirements, and court orders.

- With authorization, I can send both attorneys the CMA, proposed listing plan, showing reports, offers, inspection materials, repair proposals, price recommendations, net sheets, and deadline summaries.
- Material communications should be documented and distributed consistently to the authorized parties.
- Counsel can clarify who has decision authority, what consent is required, what deadlines apply, and how unresolved issues should be presented to the court.
- Title/closing can coordinate signature logistics, payoff and lien issues, escrow, and authorized disbursement language.
- Attorney involvement should be targeted: real estate professionals handle the sale mechanics; lawyers handle rights, interpretation, disputes, and enforceability.

Communication Consent

No attorney will be treated as authorized to direct the listing solely because their name was provided. Written consent and the applicable agreement, order, agency relationship, and closing requirements control.

Closing, Proceeds & the Next Chapter

- Confirm title requirements, payoff figures, liens, judgments, association balances, assessments, taxes, utilities, and repair invoices early.
- Confirm signing method and location. Remote or power-of-attorney signing requires advance approval by title and counsel.
- Complete final walkthrough preparation and agreed move-out/possession.
- Do not assume net proceeds will be split equally or released immediately. Title must follow lawful written instructions, recorded interests, liens, contracts, and orders.
- Keep closing statements, settlement documents, improvement records, and purchase records for your CPA and attorney.
- After closing, address insurance cancellation, utilities, keys/access, address changes, and remaining personal-property obligations.

A smooth closing is not the end of every divorce-related financial issue, but it can convert a complicated shared asset into a documented result and allow each person to plan their next housing chapter.

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Seller Alignment Worksheet

Question	Agreed Answer / Attorney Direction
Who has legal authority to sign the listing and sale documents?	
What agreement/order governs the home?	
Preferred communication method and all authorized recipients?	
Target launch date and target closing window?	
Who occupies the home and what showing limits apply?	
How will list price and later price changes be approved?	
Maximum repair/preparation budget and source of funds?	
Which personal property, furnishings, rentals, or bookings are included?	
How quickly must each owner respond to offers and deadlines?	
Where will proceeds be held or distributed under written instructions?	
What issue must go directly to attorneys or mediation?	

Property & Listing Intake

Item	Details
Property address / parcel	
Owners’ exact legal names	
Deed / title / trust / entity	
Mortgage and HELOC contacts	
Attorneys and written communication authorization	
Court case / agreement / order relevant to sale	
Occupancy / access / pets / security	
HOA or condo / assessments / litigation	
Insurance / claims / flood history	
Known defects / repairs / permits	
Improvements / ages / warranties	
Rental management / bookings / furnishings	
Items excluded from sale	
Preferred launch / closing / possession	
Confidential concerns for professional team	

Scenarios for Discussion — Not Legal Advice

The following scenarios illustrate how a real estate process might unfold. They are educational examples only — not a prediction, guarantee, or legal analysis of any specific case. Your outcome depends on your own facts, agreement, and applicable law; confirm every step with your attorney.

Scenario 1 — Cooperative sale before final judgment. Both owners, after consulting counsel, sign one listing agreement and a written sale protocol. The home is prepared, marketed, and sold; title holds or distributes proceeds only as authorized. This can reduce carrying costs, but tax, occupancy, and proceeds language should be settled before contract acceptance.

Scenario 2 — One spouse remains in the home temporarily. The parties' agreement or order addresses possession, expenses, access, maintenance, and the future sale trigger. The listing plan is built around those terms. Any claimed reimbursement or credit belongs in counsel's written work, not an informal promise by the agent.

Scenario 3 — One spouse hopes to keep the home. Before abandoning a market sale, the spouse explores valuation, financing, title transfer, qualification, and release of the other spouse from obligations. A deed transfer alone may not remove a borrower from a mortgage. Attorneys, lender, title, and tax advisers coordinate the structure.

Scenario 4 — No agreement on sale mechanics. Marketing pauses while attorneys use negotiation, mediation, or court procedures to clarify selection of agent, price, access, repairs, offer response, and proceeds. Once written authority is clear, the real estate process resumes.

Scenario 5 — Court-directed disposition. The professionals obtain and follow the actual order. The order may control deadlines or mechanics, but counsel must interpret it. A conventional market listing should not be assumed if the order calls for another sale procedure.

Questions To Ask Your Attorney

- May we list now, and who must sign?
- Does any automatic injunction, standing order, temporary order, settlement, or final judgment affect the home?
- Who may occupy the property, approve access, and remove personal property?
- How should mortgage, taxes, insurance, HOA/condo costs, utilities, repairs, and sale costs be paid while listed?
- Should the agreement specify agent selection, price, reduction authority, offer-response deadlines, and a tie-breaking method?
- How should sale proceeds be held or distributed? Are liens, support, fees, reimbursements, or credits involved?
- Does Florida Statute §61.077 require specific language for any claimed credits or setoffs?
- What are the tax and timing questions we should take to a CPA or tax attorney?
- If agreement fails, what mediation or court remedy is appropriate for this case?
- May the REALTOR® and title professional communicate directly with counsel, and on what subjects?

Current Florida & Federal Resources

Florida Statute §61.075

Equitable distribution of marital assets and liabilities.

leg.state.fl.us / flsenate.gov — Chapter 61, Section 075

Florida Statute §61.077

Determination of entitlement to setoffs or credits upon sale of the marital home.

leg.state.fl.us / flsenate.gov — Chapter 61, Section 077

Florida Statute §64.071

Sale where jointly owned property is nondivisible in partition.

flsenate.gov — Chapter 64, Section 071

The Florida Bar — Divorce in Florida consumer pamphlet

Plain-language overview of the Florida dissolution process.

floridabar.org — Divorce in Florida

The Florida Bar Lawyer Referral Service

1-800-342-8011, Monday–Friday, 8:00 a.m.–5:30 p.m. The first referred consultation is limited to 30 minutes and costs no more than $25, subject to current program terms.

floridabar.org/public/lrs

IRS Publication 523 — Selling Your Home

Includes special ownership/use rules for separated or divorced taxpayers and homes occupied under a divorce or separation instrument.

irs.gov/publications/p523

IRS Publication 504 — Divorced or Separated Individuals

Federal tax guidance for filing status, property transfers, and related issues.

irs.gov/publications/p504

National Association of REALTORS®

Industry discussion of equal information, both owners' input, communication, and transaction case studies during divorce.

nar.realtor

Verify all statutes, rules, program terms, and tax publications with the applicable professional at the time of use — laws, fees, and program terms change. Statutes above confirmed current as of September 2026. This list is provided for convenience only and is not an endorsement or a complete statement of the law.

26 **PART FIVE**

A Calm, Professional Next Step

The first consultation is a real estate planning conversation. We can review the property, timing, market position, preparation needs, communication structure, and the documents that should be confirmed with your attorneys and title professional.

The Objective

Create a lawful, informed, and respectful listing process that protects the home's market opportunity, gives both owners the same material real estate information, and helps each person move forward.

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