

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING  
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
SECOND DISTRICT

SARA A. MARENCO, n/k/a )  
SARA A. STUCZYNSKI, )  
 )  
Appellant, )  
 )  
v. )  
 )  
ALEXANDER T. MARENCO, JR., )  
 )  
Appellee. )  
\_\_\_\_\_ )

Case No. 2D18-1664

Opinion filed February 7, 2020.

Appeal from the Circuit Court for  
Pasco County; Alicia Polk, Judge.

Ralph P. Mangione of Burr & Forman,  
LLP, Tampa, for Appellant.

Mark F. Baseman of Felix, Felix &  
Baseman, Tampa, for Appellee.

ROTHSTEIN-YOUAKIM, Judge.

This is an appeal from a final judgment of dissolution of marriage between Sara A. Stuczynski (the Former Wife) and Alexander T. Marenco, Jr. (the Former Husband). We agree with the Former Wife that the trial court erred in certain aspects of its child support calculation and in failing to resolve all issues presented for adjudication,

and we reverse in part and remand for further proceedings consistent with this opinion. In all other respects, we affirm.

First, we agree that in calculating the Former Wife's gross income, the trial court erred by failing to include losses that she has incurred based on her ownership of a townhouse that she purchased before the marriage. Although she has been renting the townhouse to a tenant, she has incurred monthly losses because of the mortgage and maintenance fees.

Pursuant to section 61.30(2)(a)(11), Florida Statutes (2018), gross income includes "[r]ental income, which is gross receipts minus ordinary and necessary expenses required to produce the income." Because the purpose of calculating income under that section is to ascertain how much money is available to support the child, we see no justification for failing to account for negative rental income just as we would account for positive. See, e.g., Masnev v. Masnev, 253 So. 3d 638, 639 (Fla. 4th DCA 2018) (holding that the trial court erred by failing to include former wife's rental income in its calculation of her gross monthly income). Accordingly, we remand for a recalculation of the Former Wife's gross income to include the rental loss.

Second, we agree—as does the Former Husband—that the trial court erred in calculating the Former Wife's retroactive child support for 2016. The parties stipulated to the Former Wife's net monthly income and monthly expenses for that period, but the court deviated from the stipulated amounts without explanation and for no reason apparent from the record. We therefore remand for the trial court either to recalculate the 2016 retroactive child support to reflect the parties' stipulation or to provide an explanation for its deviation.

Lastly, we agree that the trial court erred in failing to determine whether (1) a parenting coordinator should be appointed, (2) the parties should undergo counseling, and (3) life insurance should be required as security for the child support. In its June 27, 2017, order approving the parties' partial parenting plan and time-sharing schedule, the court asserted that it was retaining jurisdiction to resolve these matters, but it ultimately neither did so nor explained its failure to do so. The Former Wife properly brought this failure to the court's attention both in her written closing argument and in her motion for rehearing. Accordingly, the court shall resolve these matters on remand.

In all other respects, the judgment is affirmed.

Affirmed in part; reversed in part; remanded with directions.

NORTHCUTT and BLACK, JJ., Concur.