DISTRICT COURT OF APPEAL OF FLORIDA
SECOND DISTRICT

MELYZA C. ANDERSON,

Appellant,

v.

LELAND A. ANDERSON,

Appellee.

No. 2D2025-1747

November 4, 2026

Appeal from the Circuit Court for Hillsborough County; Michael J. Hooi, Judge.

Melyza C. Anderson, pro se.

K. Dean Kantaras of K. Dean Kantaras, P.A., Palm Harbor, for Appellee.

KELLY, Judge.

Melyza C. Anderson (former wife) appeals from the final judgment dissolving her two-year marriage to Leland A. Anderson (former husband). With one exception, we find no merit in the various arguments the former wife raises in this appeal. We agree with the former wife that the trial court erred when it awarded credit to the former husband for nonmarital funds he used to make a downpayment on the

construction of the marital home. Otherwise, we affirm the final judgment.

The former husband owned a home in Georgia at the time he met the former wife. After the parties married, they decided to move to Florida. The former husband sold his home in Georgia and placed the proceeds from the sale in a joint bank account that the parties used for general expenses. The former husband also contributed a lump sum to the joint account that he had earned from his employment. Thereafter, the parties used funds from the joint account to make a downpayment toward the construction of a house in Tampa.

Shortly after the house was finished, the former wife filed for divorce. The former husband moved out but continued to make the monthly mortgage payments and to pay all the other expenses related to the home during the two years leading up to trial. Although the house was titled jointly, the former wife paid nothing toward the mortgage or the maintenance of the house.

At trial, the former husband requested credit in equitable distribution for the nonmarital funds he contributed toward the downpayment on the house. He also requested credit for the two years he alone had paid house-related expenses. The former wife argued that the former husband's contributions of nonmarital funds were gifts because they were deposited in a joint account, commingled with marital funds, and spent on marital property. She also argued that the former husband should not be given credit for paying the house's expenses but instead, the payments should be considered her temporary support. The trial court awarded the former husband the credits he requested. The former wife argues this was error.

"We review a trial court's characterization of an asset as marital or nonmarital de novo and any factual findings necessary to make this legal conclusion for competent, substantial evidence." *Dravis v. Dravis*, 170 So. 3d 849, 852 (Fla. 2d DCA 2015). Nonmarital assets include "[a]ssets acquired separately by either party." § 61.075(6)(b)2, Fla. Stat. (2022). However, "[n]onmarital assets may lose their nonmarital character and become marital assets where, as here, they have been commingled with marital assets." *Dravis*, 170 So. 3d at 852 (citing *Abdnour v. Abdnour,* 19 So. 3d 357, 364 (Fla. 2d DCA 2009)). "This is especially true with respect to money because '[m]oney is fungible, and once commingled it loses its separate character.' " *Id.* (alteration in original) (quoting *Pfrengle v. Pfrengle*, 976 So. 2d 1134, 1136 (Fla. 2d DCA 2008)); *see also Steiner v. Steiner,* 746 So. 2d 1149, 1151 (Fla. 2d DCA 1999) ("Once the funds were commingled and used for joint expenses, they lost their separate character and became untraceable.").

When a spouse deposits money into a joint account, a rebuttable presumption arises that the depositing spouse made a gift of an undivided one-half interest in the funds to the other spouse. *Williams v. Williams,* 686 So. 2d 805, 808 (Fla. 4th DCA 1997). The burden then falls on the spouse asserting nonmarital status to overcome this presumption by clear and convincing evidence. *See* § 61.075(6)(a)4; *Sorgen v. Sorgen*, 162 So. 3d 45, 47 (Fla. 4th DCA 2014) ("A party may show intent to keep an asset nonmarital if 'the non-marital property is placed into a separate account, no other funds are deposited into it, and the account is never intermingled with the parties' other funds.' " (quoting *Lakin v. Lakin*, 901 So. 2d 186, 190 (Fla. 4th DCA 2005))). The former husband did not show by clear and convincing evidence that a gift was not intended. Rather, the evidence shows just the opposite—the

former husband placed his separate funds in a joint account and used the funds from the joint account to make the downpayment on the marital home, which was titled in both parties' names. Therefore, the money used for the downpayment was marital property, and the trial court erred when it treated the money as nonmarital.

On the other hand, we find no error in the trial court's decision that the former husband was entitled to credit for the bills he paid for two years after the petition was filed when he was not living in the house. It was undisputed that the former wife lived in the marital home but contributed nothing to its expenses. "Reimbursement or credit for a party's payment of marital property-related expenses during separation is a matter of judicial discretion in light of all relevant circumstances." *Matthews v. Matthews*, 264 So. 3d 355, 356 (Fla. 2d DCA 2019) (quoting *Parks v. Parks*, 18 So. 3d 1072, 1073 (Fla. 2d DCA 2009)). The trial court found that the former wife had a sufficient income to contribute to the upkeep of the home and did not prove a need for temporary support. This finding was supported by the record.

Accordingly, we reverse the portion of the final judgment that awards credit to the former husband for the downpayment on the house and remand for recalculation of equitable distribution. We affirm the final judgment in all other respects.

Affirmed in part, reversed in part, and remanded.

BLACK and GUARD, JJ., Concur.

Opinion subject to revision prior to official publication.