

Third District Court of Appeal
State of Florida

Opinion filed July 24, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D18-1686
Lower Tribunal No. 12-38453

Andre Aisner and Maria del Pilar Herreros,
Appellants,

vs.

21st Mortgage Corp., etc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Bronwyn C. Miller, Judge.

Andre Aisner and Maria del Pilar Herreros, in proper persons.

Quintairos, Prieto, Wood & Boyer, P.A., and Nicole P. Planell, for appellee.

Before EMAS, C.J., and LOGUE and LOBREE, JJ.

PER CURIAM.

Affirmed. See § 83.561, Fla. Stat. (2018) (requiring purchaser to serve notice of termination on tenant, such notice advising, *inter alia*, that tenant’s rental agreement is terminated on the date of delivery of the notice, and that tenant’s occupancy is terminated thirty days following the date of delivery of the notice); Igbinador v. Deutsche Bank Nat’l Trust Co., 215 So. 3d 192, 192 n. 1 (Fla. 3d DCA 2017); Redding v. Stockton, Whatley, Davin & Co., 488 So. 2d 548, 549 (Fla. 5th DCA 1986). See also Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979) (holding: “When there are issues of fact the appellant necessarily asks the reviewing court to draw conclusions about the evidence. Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court's judgment is not supported by the evidence or by an alternative theory. Without knowing the factual context, neither can an appellate court reasonably conclude that the trial judge so misconceived the law as to require reversal. The trial court should have been affirmed because the record brought forward by the appellant is inadequate to demonstrate reversible error”).