

Third District Court of Appeal

State of Florida

Opinion filed August 26, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-1669
Lower Tribunal No. 17-19057

Raymond Sosa,
Appellant,

vs.

Deutsche Bank National Trust Company, etc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Jacqueline Hogan Scola, Judge.

Pomeranz & Associates, P.A., and Mark L. Pomeranz (Hallandale), for appellant.

Greenberg Traurig, P.A., and Kimberly S. Mello and Linda M. Reck (Orlando), for appellee.

Before EMAS, C.J., and SALTER and GORDO, JJ.

PER CURIAM.

Affirmed. See Nationstar Mortg., LLC v. Silva, 239 So. 3d 782 (Fla. 3d DCA 2018) (holding that even if the default letter failed to comply with the requirements of paragraph 22 of the mortgage, in the absence of any prejudice and in light of the borrower’s failure to make any attempt to cure the default from March 2009 until trial in 2016, the trial court erred in dismissing the foreclosure complaint); Citigroup Mortg. Loan Tr. Inc. v. Scialabba, 238 So. 3d 317, 323 (Fla. 4th DCA 2018) (holding: “Even if we concluded that the required notice was mailed to an incorrect address, the Bank correctly points out that the defective notice did not prejudice the Borrowers, as they did not attempt to cure the default”); Gorel v. Bank of N.Y. Mellon, 165 So. 3d 44, 47 (Fla. 5th DCA 2015) (holding: “We agree with Bank that the defective notice did not prejudice [the borrower], as he made no attempt to cure the default. Absent some prejudice, the breach of a condition precedent does not constitute a defense to the enforcement of an otherwise valid contract”).