

# Third District Court of Appeal

## State of Florida

Opinion filed March 19, 2014.  
Not final until disposition of timely filed motion for rehearing.

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No. 3D13-2311  
Lower Tribunal No. 13-1657

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**Miami Fourth, LLC,**  
Appellant,

vs.

**GC Lounge, LLC,**  
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Victoria S. Sigler, Judge.

Rennert Vogel Mandler & Rodriguez, P.A., and Jason R. Block and Thomas S. Ward, for appellant.

Silver & Garvett, P.A., Scott A. Silver and Abigail Lewis-Fishkin, for appellee.

Before ROTHENBERG, LOGUE, and SCALES, JJ.

LOGUE, J.

In this eviction action, Miami Fourth, LLC, the landlord, appeals a final judgment entered in favor of GC Lounge, LLC, the tenant. The trial court concluded that the landlord failed (1) to comply with a contractual condition precedent to filing the action—delivering the default notice “by certified mail, return receipt requested, to the parties’ respective addresses set forth in the [lease’s] preamble”—and (2) to prove a material breach of the lease agreement. Because competent, substantial evidence supports the trial court’s finding that the landlord failed to deliver the default notice to the tenant’s address, we affirm on this issue. See generally Stevens v. Cricket Club Condo., Inc., 784 So. 2d 517, 518 (Fla. 3d DCA 2001) (quoting GNB, Inc. v. United Danco Batteries, Inc., 627 So. 2d 492, 493 (Fla. 2d DCA 1993)) (“As an appellate court, it is not our function to reweigh the evidence but, rather, to view the record to determine if it contains competent and substantial evidence to support the conclusions of the trier of fact.”).

In regards to the second issue, any determination on the merits of the landlord’s claims was premature in light of its failure to comply with a contractual condition precedent to filing suit. We therefore vacate that portion of the final judgment.

Affirmed, in part, and vacated, in part.