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| Are there sample letters renters can use to inform those new foreclosed owners that they have a minimum of 90 days to move out? | Sample letters are available in the NLIHC Renters in Foreclosure Toolkit, which is available for download at http://nlihc.org/library/other/foreclosure |
| Can a new owner require a tenant to pay rent during the 90-day period? | Yes, tenants are required to continue to pay rent. |
| I think that the foreclosure amount that affects renters is much higher in San Francisco. We have Veterans getting HUD-VASH vouchers and are going to open houses where there are 30-plus people trying to get the same apartment. | That's very possible. Our calculations are limited by geography. |
| In the 3/30/60/90 PTFA notices, what do the 30 and 60 refer to? | The 30 and 60 day periods refer to the amount of notice required for tenants who are not bona fide, but who are still entitled to advance notice to vacate under governing state law. |
| If bona fide tenant receives a 10-day eviction notice from successor in interest (Fannie Mae), how should advocate proceed? | The tenant should contact Fannie Mae to advise that she is a bona fide tenant, providing proof of that status where possible. A foreclosure toolkit, available on NLIHC's website at http://nlihc.org/library/other/foreclosure , provides a useful template and a copy of the current version of the PTFA. |
| One of the problems I am seeing is the agent for the lender pressuring tenants to accept cash-for-keys or risk eviction. The argument is that the grey area of the period after the foreclosure but before the successor of interest is triggered "allows" the lenders to take these actions without violating PTFA. What can be done, especially when we're seeing lenders taking longer and longer to record the foreclosure? | Pursuant to its express language, the protections of the PTFA are not triggered until complete title has transferred post-foreclosure. Until that time, the applicable laws of the state and locality govern the tenancy. For this reason, there will be a lack of uniformity across the country in whether eviction is permitted if a tenant chooses not to accept a cash-for-keys agreement. |
| In foreclosure actions, servicers are supposed to have a Single Point of Contact available for the homeowner. Have advocates had success finding the SPOC to deal with tenant issues? | Reports from advocates and tenants indicate that there has not been success in finding SPOCs to deal with tenant issues. |
| Any ideas on how to get banks to honor | Consumers can file complaints regarding non- |

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| <p>their obligations to maintain their property? After many years of this problem, have banks created departments to deal with this issue?</p> | <p>compliance of the PTFA through the Consumer Affairs department of the federal agency that supervises and examines the particular institution causing the grievance. The complaint system is meant to serve as a mediation tool between the bank and the consumer. The first step in addressing a concern regarding an action, or inaction, by a bank is to contact the institution itself and <u>state</u> the problem. If the bank is unable to resolve the issue, a complaint can be filed with the appropriate regulatory banking agency. To determine which agency regulates a particular institution, the consumer can visit http://www.ffiec.gov/consumercenter/default.aspx and enter the name of the bank. The correct agency to contact should appear. All of the agencies have an online complaint filing system that details what to include in the complaint and how to submit it.</p> |
| <p>I'm a sheriff in NJ. What are we to advise plaintiffs when they request parties be removed that are not named individually and they do not have a lease? We request to see utilities in their name to verify that they are tenants. Many times the tenants pay in cash and do not get receipts.</p> | <p>Neither a lease nor proof of utility payments is required to establish a bona fide tenancy. The PTFA was designed to be inclusive, requiring only that the rental agreement not be between enumerated family members, that it be the result of an arms' length transaction, and that it not require rent that is substantially below fair market value. All such tenants are entitled under federal law to remain in their homes for the duration of their lease agreements, or for a minimum of 90 days with notice, regardless of the plaintiffs' requests.</p> |
| <p>Could you repeat what efforts are pending to compile foreclosure data that would include renter demographics, and also, would such data include racial/ethnic demographics with possible disaggregation so that Asian Pacific Islander stats are included?</p> | <p>The Dodd-Frank Act authorized the creation of a national foreclosure database to be administered by HUD in conjunction with other agencies. However, there is no deadline associated with the creation of the database, or the associated rulemaking that is needed to properly implement the provision.</p> |
| <p>Is there any protection for tenants who are being asked to leave and want their security deposit?</p> | <p>The PTFA language and the intent of the law support the notion that the successor in interest to a property is obligated to return security deposit.</p> |
| <p>It should be made clear that tenants don't have to move out at the end of the 90 day notice, at least in MA. The landlord still</p> | <p>The PTFA was intended to be a baseline, with the hope and expectation that states would implement their own, stronger protections above the PTFA.</p> |

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| has to go through Summary Process in court. | Thanks for highlighting this. |
| What about defenses to paying rent such as habitability or using rent to stop utility termination? | These defenses are available in the PTFA context, however, state law may set forth required steps that must be taken prior to rent abatement. For example, state law may require a tenant to provide advanced notice to her landlord before reducing or ceasing her rental payments. |
| What should a bona fide tenant with lease do when they receive an illegal notice to vacate? If I have a local client who gets a (less than 90-day) notice to move out of a foreclosed property, what would be the first step in fighting this? | Tenants should advise the notifying parties in writing of their bona fide status. They should also provide any proof of this status, such as a copy of their lease. The toolkit available on NLIHC's website, located at http://nlihc.org/library/other/foreclosure , provides sample letters for renters to use, along with a copy of the PTFA law. |
| In the case where a landlord is unknown, how do renters make payments on time? Is it advisable to establish an escrow account? | Creating an escrow account and depositing monthly payments into the account when the defaulting landlord refuses rent may support the argument that the tenant has supported the terms of the lease |
| Is a new owner allowed to increase the tenant's rent during the 90-day period if the tenant is month-to-month? And if so, what recourse does a tenant have if the new rent exceeds market rent? | Typically, notice must be provided that advises of an increase in rent. The PTFA is silent on this issue so state-landlord tenant law should be followed. |
| I think Richard Steiner of the San Diego Legal Aid office would beg to differ on the duty to pay rent to the foreclosing bank. He has a Court of Appeals case pending on this exact issue, and there are cases on both sides of the issue. | PTFA is a relatively new law that is still being interpreted by the courts at the federal and state levels. There is a lack of consensus on a variety of issues, such as the one you've highlighted. |
| What happens to Section 8 tenants that are not in their initial lease year term, and the lease is now month-to-month? Can't the new owner just give 90-day notice to terminate? | Yes, but they will have to comply with the housing assistance payment contract during that time. |