

May 2009

ATTENTION TENANTS LIVING IN UNITS THAT HAVE BEEN FORECLOSED UPON

90-DAYS TERMINATION (EVICTION) NOTICE REQUIREMENT AND RIGHT TO CONTINUED OCCUPANCY UNTIL THE END OF THE LEASE TERM

If you rent your home or apartment a new law, in effect as of May 20, 2009, may protect you.¹

If a new owner who took over your unit in a foreclosure after May 20, 2009, wants to terminate your tenancy, he or she may not do so if you have a lease which has not expired and at the very minimum must give you a 90-days notice of termination of tenancy.

If the new owner gives you a notice of anything less than 90 days to terminate your tenancy, without stating a reason or for the reason that your home has been foreclosed upon, you should send the landlord a letter telling the landlord that s/he must give you a 90-days notice of termination of tenancy.

If you have a lease for a term, such as for a year, and the term is not up, the new owner cannot evict you during the term of the lease for the reason that there has been a foreclosure on your home. The only exception to this rule is in the event that the new owner wants to live in your unit as his or her primary residence. In that event the new owner may give you a 90 day notice to vacate.

If you receive an improper notice, you should give a letter to your landlord before the date for termination in the notice you received, and you should pay your rent. If you do not pay your rent, your landlord can serve you with a notice to pay rent or quit under your state law.

If your landlord files an eviction complaint against you (some states call this an unlawful detainer action) based upon the termination notice, you should put in your answer, or tell the court if your state does not allow you to file an answer, that the termination notice is improper because the landlord should have served you with a 90-days notice or could not evict until the lease expired under the Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, § 702 (2009).

You should make a copy of your letter for your records, send your letter to the new owner by certified mail, return receipt requested, at the address the new owner put on his/her notice to you. When you go to court in the eviction case, you should take with you copies of the letter you sent to your landlord, the original and copies of your proof of mailing and green return receipt from the post office, the copy of the new law that is attached to this notice and a copy of your written lease if you have a written lease.

The judge may not know about the law because it is so new, but if you tell the judge about the law it his or her legal responsibility to enforce it, and make sure that you are not forced to move with less than 90 days notice or before the end of your lease term.