



What Happens When The Bank Takes Me To Court?

When a bank files an eviction case in court, you will be served with court papers to appear in court. You will receive a Summons and Complaint, which you are required to respond to within 20 days of receiving them. To properly respond, you must file a written answer with the Court and mail a copy to the bank's lawyer. The lawyer's address will appear on the Summons and Complaint. If you do not file an answer, the Court will default you and order you to move out. If you do file an answer, you will receive a notice to appear in Court. Filing an answer gives you more time to move.

After the Foreclosure Who Is Responsible For Maintaining the Building?

The bank is legally required to address any maintenance or repair issues in your building after a foreclosure. If you know how to contact the bank's property manager you should report any maintenance issues to that person. Also, if you receive a water shut off notice you should immediately report the notice to the property manager. The bank is required to maintain water service and other essential services that your former landlord provided to you (such as if electric or gas utilities were included in your rent).

WHAT SHOULD I DO?

The foreclosure crisis does not only affect homeowners. Tenants who live in apartments where the landlord has not paid the mortgage also face the loss of their homes through foreclosure.

If you are a tenant in a foreclosed property and are facing eviction proceedings, free legal assistance is available at the Foreclosure Prevention Project of Rhode Island Legal Services.

For help with an eviction in a foreclosed property call :

401-274-2652
or
1-800-662-5034



**FORECLOSURE
PREVENTION
PROJECT**
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FORECLOSURE PREVENTION PROJECT

RHODE ISLAND LEGAL SERVICES

***YOUR RIGHTS AS A
TENANT IN A
FORECLOSED PROPERTY***

The foreclosure process also impacts tenants in foreclosed properties. This brochure will answer common questions tenants have when they learn their landlord is facing foreclosure or when a financial institution such as a bank takes the property through the foreclosure process.

I Just Found Out My Landlord is “In Foreclosure.” What can I do?

Being “in foreclosure” can mean many things. The most important thing to find out is whether a foreclosure actually happened or is about to happen. In cities or towns where tenants receive notices from banks or their lawyers that a foreclosure will take place, you should call the lawyer to find out whether a foreclosure sale happened. You can also check the Legal Notice section of the classified section of the Providence Journal or your local newspaper, since foreclosure sales must be advertised weekly starting a month before the sale date.

My Landlord Is In Foreclosure—Do I Stop Paying Rent?

You must continue to pay rent to your landlord when it becomes due up to the date you learn that the bank owns the property instead of your landlord. Until your landlord loses the property through foreclosure, your landlord could evict you for non-payment of rent if you stop paying your rent.

The Bank Foreclosed on My Landlord—Do I Have to Move Out?

You do not have to move out of your apartment after a foreclosure until the bank takes you to court and gets an eviction order from the judge. That process can take several months. If someone from the bank shows up at your door and tells you to move out, **you do not have to move**. Nor can the bank legally change the locks or do other things to remove you from your apartment without taking you to court. You might also be eligible to continue renting your apartment from the bank if the mortgage was insured by the Federal Housing Administration (FHA) or is now held by Fannie Mae or Freddie Mac.

The Bank Has Offered Me Money to Move, But It’s Not Enough Money To Pay for My Move. What Should I Do?

Banks often offer tenants “cash for keys” as an incentive for a tenant to move. Often, the bank will give you what sounds like a lot of money, but says you have to move out in a week or two to get the money. There are no laws that govern “cash for keys” deals—they are voluntary agreements between banks and tenants. You should never agree to move out if you have no other place to live. You also are not required to accept a “cash for keys” offer, even if the bank says otherwise.



I Received An Eviction Notice From The Bank—How Much Time Do I Have to Move?

To begin the eviction process, banks are required to give most tenants 90 days notice before filing an eviction case in court. If your landlord was your spouse, parent or child, or if the rent you paid was substantially less than market rent (other than tenants on Section 8 or other rental assistance program), the bank does not have to give you 90 days notice—they will usually give such tenants 30 days notice. If you continue to live in your apartment past the date stated in the eviction notice, the bank will file an eviction case in court.

I Have A Lease Which Lasts More Than 90 Days—Does the Bank Have to Honor It?

The bank does not have to honor month to month leases, which are leases that have no set ending date. However, if your lease ends past the 90 day period in the eviction notice, the bank has to let you stay until the lease expires. Also, if you have a Section 8 lease, the bank has to honor it.

I Do Not Have a Written Lease—Do I Have To Move Out Sooner Than 90 Days?

No—your lease can be oral or in writing. However, if your landlord was your spouse, parent or child, or if the rent you paid was substantially less than market rent (other than tenants on Section 8 or other rental assistance program), the bank does not have to give you 90 days notice.