

**TENANTS: You do NOT have to move right away when your building is foreclosed.
You are protected by state and federal laws.
Here's information about how you can protect your rights.**

First, find out your landlord's foreclosure status.

If you think your landlord is being foreclosed upon, call the Superior Court clerk's office. Give the clerk the name of your landlord to find out whether your landlord is in foreclosure and whether your landlord still owns the property. If the landlord has several properties in foreclosure and the clerk does not have time to check all the files, you can offer to go to the clerk's office to check the files yourself.

⇒ If your landlord is still in the foreclosure process and still owns the property:

1. **Keep paying your rent!** If you stop paying your rent, your landlord can evict you for not paying the rent.
2. Keep track of the status of the foreclosure. Not all foreclosures go through. Many are resolved.
3. For more information about the legal process and your rights as a tenant when your landlord is going through foreclosure, please see the Legal Aid booklet, "*Is Your Landlord Going through Foreclosure? What a Tenant Needs to Know*" available at http://www.larcc.org/pamphlets/housing/is_landlord_foreclosing.PDF or call **Statewide Legal Services at 1-800-453-3320.**

⇒ If the foreclosure is complete and your landlord no longer owns the property:

There are two ways your landlord can lose a building in a foreclosure – either strict foreclosure or a foreclosure by sale. You would not necessarily know that a strict foreclosure is completed, but if a sign was placed in front of your building advertising an auction that means your landlord was going through a foreclosure by sale. You need to find out who the new owner of the building is. You can do this by contacting the clerk's office.

1. If it is a *strict foreclosure*, then the new owner would be the plaintiff in the foreclosure action.
2. If it is a *foreclosure by sale*, then the clerk can provide the contact information for the sale committee for the property, who can give you the information for the new owner.
3. Expect to receive a letter or a visit from a broker representing the new owner offering a "cash for keys" deal to try to get you to move out of the property right away.
4. **You don't have to move out right away. Don't be intimidated.**
You have rights under a new federal law called the Protecting Tenants at Foreclosure Act.
 - If you have a written lease, you have the right to stay until the end of the lease.
 - Even if your written lease has ended or if you have a month to month lease, the new owner has to give you at least **90 days notice** before starting an eviction against you.
 - If an eviction begins, you have the right to go to Housing Court and ask the judge to give you up to 6 months to remain in your apartment while you look for a new place to live. **Remember, you do not have to move until a judge in an eviction case tells you that you have to be out.**

Frequently Asked Questions

Should I take an offer of money to move out of my rental unit right away ("cash for keys")?

The new owner may offer you money to move out before the 90 days are up. It is your choice whether or not to take this offer, and you don't have to take it. You should not take it unless you have another place to live and the money offered covers at least your moving costs, first month's rent, security deposit and housing-related expenses in your next apartment. Otherwise, going to court may be a better option. Under Connecticut law, the offer must be the **HIGHEST** of: 1) two month's rent, 2) two times the security deposit (including interest), or 3) \$2,000. If the bank offers you "cash for keys," the offer should therefore almost always be for **at least \$2,000** and *may* have to be for more. If the offer is less than this amount, don't agree; contact the Attorney General's office at 860-808-5318.

What if I have a lease and I am served with eviction papers?

Under the new federal law, your lease is good after foreclosure. You are entitled to stay in your apartment for the full term of the lease. The only exception to this rule is if the new owner wants to live in your apartment, in which case you are still entitled to 90 days before you can be forced to move. The new owner will be able to evict you only if you break any of the rules of your lease. All adult tenants or a lawyer **will need to file appearances and an answer at the Housing Court Clerk's office. The forms are available there. Make sure to write in the "Special Defenses" section of the Answer that you have a current lease and right to remain under the Protecting Tenants at Foreclosure Act. Contact Statewide Legal Services (SLS) at 1-800-453-3320 for possible referral to a local legal aid office for representation.**

What if I am not given the 90-day notice before the eviction process begins?

Follow the instructions for the question above, but write in the "Special Defenses" section that the new owner did not give you the notice required under the Protecting Tenants at Foreclosure Act. **Call SLS at 1-800-453-3320.**

Is it possible to stay on long-term as a tenant after foreclosure?

If the new owner of your building is the Federal National Mortgage Association (“Fannie Mae”) or the Federal Home Loan Corporation (“Freddie Mac”), then you should be allowed to remain as a tenant and offered a new month-to-month lease, at least until the property is sold. If the new owner is a bank, you do not have the right to sign a new lease, but you should always tell the new owner that you want to stay and make sure to explain any special reasons why you think it is very important that you be allowed to stay (for example, if you have a disability, have made a lot of renovations, or have children in school in the area).

What if I need more time to move than the 90 days and receive eviction papers?

If you do not leave within the 90 day period, the new owner can begin an eviction against you in court. You cannot be forced to move until the owner gets a court order. You have the right to file papers and to defend yourself and to ask for more time. See the Legal Aid booklet “*The Eviction Process..Before the Judge Decides.*” for more information.

Don’t be afraid to go to court. In court you can tell the court if you have lived with bad conditions or the owner acted illegally or ask the court for more time to move. Make sure you can show you have been trying your best to find a new place or have another good reason for not leaving. The court will look at your situation and decide when you must move.

When must I actually move out of the building?

The new owner may not require you to move out without a court order. It is illegal for anyone to insist that you leave immediately or for anyone to lock you out of your unit. If this happens, you should call the police.

What if I have a Section 8 or other subsidized tenancy?

The new owner has to take over your Section 8 lease and the Housing Assistance Contract (HAP contract) with the Housing Authority. Make sure you tell your Housing Authority about the foreclosure. You have the same protections after foreclosure as any other tenant with a lease. With Section 8, you may have the right to have the lease renewed. The new owner cannot evict you before your lease is up unless you break the rules of your lease, or unless the new owner is planning to move into your apartment. Even then, you still get at least 90 days’ advance notice before you have to move.

What if I am elderly or disabled?

If you are elderly or disabled and live in a building with five or more units, you have additional rights. Under state law, you may not be evicted just because the property was foreclosed. **File an Appearance and Answer at the Housing Court and check box #7 on the Answer which states that you are elderly and disabled and live in a building with 5 or more units. Call SLS at 1-800-453-3320 for possible legal representation.**

Is the new owner responsible for repairs and utilities?

The new owner has the same responsibilities as your old landlord. The new owner must keep the building in good repair. Find out from the new owner or someone who works for the owner who to contact if repairs are needed. You should write to the owner if you need repairs. If the new owner does not make the repairs, call the city or town code inspection department.

The new owner must provide the same utilities for you that your old landlord provided. If the new owner stops paying for utilities and you get a shutoff notice, contact the utility company right away and tell them you are a tenant. (See the Legal Aid booklet “*Energy and Utility Problems with Landlords.*”) If you need help, call the Department of Public Utility Control at 1-800-382-4586. If any utility is shut off, call the code inspection department.

How do I pay the rent?

You should pay rent to the new owner. Do not pay the previous landlord. Find out who the new owner is, and offer the rent even if the new owner doesn’t ask for it. Always write on the rent check or money order, “Rent for the month of _____”. If you cannot find the owner, or the new owner refuses your rent payment, keep a record showing you tried to pay the rent. Save the rent money in a bank account or other safe place. If the owner later tries to evict you for failure to pay rent, you will have the money to show the court.

How do I get my security deposit back?

The new owner, not your old landlord, is responsible for returning your security deposit. The new owner may tell you that it cannot return your security deposit because it did not get the security deposit from your old landlord. That doesn’t matter. Under Connecticut law, whoever owns the building at the time you move out is the one who must return your security deposit. Write a letter demanding the return of your deposit plus interest with your new address and keep a copy for your records. Send one copy regular mail and another copy certified mail return receipt requested. For more information, see the Legal Aid booklet “*Security Deposits.*”