



# Housing Authority of the County of Stanislaus

(209) 557-2000  
P.O. Box 581918  
1701 Robertson Rd.  
Modesto, CA 95358-0033

## NOTICE TO TENANTS OF BUILDINGS SOLD AT FORECLOSURE AFTER MAY 20, 2009

### #1 The home I am renting is going into foreclosure. What should I do?

Call the Housing Authority and tell your Housing Authority Representative what is happening. Provide a copy of any notices you have received from the current OR former owner to the Housing Authority.

### #2. Can the person who buys the building at foreclosure make me leave right away?

No.

- If you have an unexpired lease, you may be able to stay until the end of the lease (Please see Question #3 for exceptions to this requirement). Under the new laws, the new owner is bound by the existing lease and Housing Assistance Payments Contract with the Housing Authority. Even if the new owner does not acknowledge the assignment of the existing lease and HAP Contract, the assignment is effective by operation of the law.
- The new owner must provide you with a minimum 90-days notice prior to the end of the lease. If your lease term expires before 90 days, the new owner must still provide you with a minimum 90-days notice, even if it extends beyond the initial lease term.

### #3 What if I have a one-year lease that has more than 90 days left?

In most cases, the new owner cannot evict you until the end of the lease. There are two exceptions.

- If the new owner wants to move into the home, the new owner only has to give you a 90-day notice to leave after becoming the owner.
- If you do not pay your rent, the new owner only has to give you a 3-day notice to pay rent or move. The owner can also evict you for "good cause" such as other lease violations committed by you or your guests during the remaining term of the lease.

NOTE: The new owner (such as a bank) wanting the property vacant before they resell is not "good cause" for giving you a notice before the end of your lease term. They may offer "cash for keys". See question #7 for information regarding this issue)

### #4 Do I continue to pay my monthly rental portion to the new property owner?

- You must offer to pay the new owner your rent. Any contact with the new owner should be in writing and keep a copy for your records.
- If the new owner does not accept your rental payments, we highly recommend you place the rent in escrow and/or document in writing to the new owner that they refused to accept the rent.



**#5 I cannot afford to move. What can I do if the new owner says I have to leave in less than 90 days?**

You can send a letter telling the new owner about the law. See the attached sample letter.

- Keep a copy of the letter you send.
- It may help to go to the post office and pay for a return receipt to make the new owner sign to prove he got your letter.
- If you get in the mail a green receipt signed by the new owner, save that receipt.

**#6 What if the new owner files an eviction without giving me the 90-day notice?**

We recommend you contact CRLA for assistance. However if you are ineligible for their services, you can follow this process

- File an answer with the court that says the new owner failed to give the notice required by the Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, §702 (2009).
- Go to court on the date the court sets for a trial.
- Take with you to court:
  1. a copy of your letter to the new owner.
  2. the green return receipt, if you received one.
  3. a copy of the new law (you can obtain a copy from the Housing Authority.
  4. a copy of your lease.

**#7 The new owner is offering cash for me to move out. Can I accept this cash and move earlier than the 90 days?**

If you want to move, the new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your lease expires.

We suggest you speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

**#8 What if I have additional questions about my rights under the new law?**

If you have any questions, please call the local Legal Services Office (CRLA) at (209) 577-3811

**Sample letter for Section 8 Tenant to Send to New Owner if owner does not give proper notice**

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Name and address of new owner)

Dear \_\_\_\_\_ (new owner):

I am a tenant at \_\_\_\_\_ (address, including apartment number if applicable). I have a lease that is assisted with a Section 8 voucher. The Housing Assistance Payments (HAP) contract for my unit is managed by the Housing Authority of the County of Stanislaus.

I am writing this letter in response to the notice of lease termination dated \_\_\_\_\_ (date on the notice you received) that I received from you.

The Protecting Tenants at Foreclosure Act, Pub. L. No. 111-22, § 701 - 704 (2009), which became a federal law on May 20, 2009, applies to state eviction proceedings. This law requires a person or entity (including a bank) who becomes the new owner of residential rental property as a result of a foreclosure to **continue to honor and be bound by both the Section 8 voucher lease and the Housing Assistance Payments (HAP) contract** that existed with the original landlord. A new owner must give me at least 90 days notice to vacate **prior to the end of the lease**.

If the Section 8 lease and HAP contract have less than 90 days remaining in their term, or if the new owner plans to live in the property as his or her primary home, the new owner must give a minimum **90 days' advance notice to vacate the rental property**. The 90 days must start on or after the date when the new owner officially becomes the owner of the property.

Because the notice sent on \_\_\_\_\_ (date on the notice you received) gives me less than the 90-day notice required by law, I consider the notice to be void and ineffective.

Sincerely,

\_\_\_\_\_  
Tenant Name