

New owners after foreclosure must take over Section 8 and MRVP leases after foreclosure

All new owners who buy at foreclosure sale, including banks, must accept Section 8 and MRVP leases. If your rent is subsidized and your building has been foreclosed, speak with housing authority staff or your local legal services office to learn about your options.

What if someone other than a bank buys at foreclosure?

If a private person or investor—not a bank—buys your building at foreclosure, the Just Cause Eviction Law does not protect you. But you still have rights.

New owners after foreclosure must give most tenants **at least 90 days' notice or until the end of their lease** before starting the eviction process in court.

If the new owner is not a bank it does not need just cause to evict you. But you still have the right to a court hearing where you can defend against the eviction.

More resources

The Just Cause Eviction Law is Chapter 186A of the Massachusetts General Laws. It went into effect on August 7, 2010. The formal name of the law is “Tenant Protections in Foreclosed Properties”.

The text of the law is at:

<http://www.malegislature.gov/Laws/SessionLaws/Acts/2010/Chapter258> (see Section 6)

For more information on state and federal laws about tenants rights after foreclosure see:

www.masslegalhelp.org/housing/foreclosures and www.masslegalservices.org/housing?tid=543

For more information on evictions see:

www.masslegalhelp.org/housing/evictions

Important

This is only a summary of tenants' rights after foreclosure under the Just Cause Eviction Law and other laws. For complete information call your local legal services office. Find the phone number at: www.MassLegalHelp.org/find-legal-aid

TENANTS HAVE NEW RIGHTS AFTER FORECLOSURE



Foreclosure does not mean the bank can evict you

The Massachusetts Just Cause Eviction Law was passed in August 2010. It protects tenants in bank-owned foreclosed properties. In most cases, **a bank cannot evict you or pressure you to leave unless it has “just cause.”**



**Fighting Poverty
& Injustice**

99 Chauncy Street
5th floor
Boston, MA 02111

617-357-0700 ph
617- 357-0777 fax
www.mlri.org

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The new Just Cause Eviction Law says:

- If you are a **bona fide tenant** you can stay in your building while the bank owns it, unless the bank has **just cause** to evict you;
- The bank can evict you **only** if you violate standard tenancy rules, or if the bank has a signed contract to sell the property to another buyer;
- The bank cannot pressure you into leaving or do anything else to force you out;
- The bank must notify you that you have the right to a court hearing before eviction;
- The bank must post and send you a notice telling you how to contact the bank and the person in charge of repairs and management of your building.

Who is a “bona fide” tenant?

- If you moved in before the foreclosure, **and**
 - If your landlord before foreclosure was not your husband, wife, child or parent,
- you are probably a **bona fide tenant** and the Just Cause Eviction Law protects you—even if you do not have a lease.

What is “just cause”?

If you are a bona fide tenant, the bank cannot evict you unless it has just cause (a good reason).

Some examples of just cause are:

- not paying rent;
- disturbing other residents;
- creating a nuisance;
- not allowing landlord in to make repairs.

The bank cannot evict you just because it wants you to leave. Wanting an empty building is not just cause.

The bank must give you a contact information notice

Under the new law, the bank must give you a written notice within 30 days after the foreclosure telling you:

- the name, address and phone number of the bank;
- the name, address and phone number of the person in charge of repairing and managing your building;
- the address where you should send your rent.

This notice must be:

- posted where everyone in the building will see it, and;
- sent to you, and;
- slid under your door.

What does the bank have to do before it can try to evict you?

- Before starting an eviction for just cause the bank must give you the contact information notice described in this brochure;
- The bank must also notify you that you have the right to a court hearing before eviction;
- The bank may have to send you other notices depending on the reason it claims is just cause for evicting you. (For example, if the bank wants to evict for non-payment of rent, it must first notify you of how much rent is owed.)

The bank can evict you only by going through court

All landlords, including banks, must go to court to evict a tenant. Eviction is a process that takes time and gives you a chance to defend yourself and tell your side of the story. **Only a judge can order you to move out.**

The bank must repair and maintain the property

After foreclosure the bank becomes your new landlord. Like all landlords it must repair and keep the property in safe and decent condition. The new law says that the bank must notify you in writing about who to contact for repairs.