

KNOW YOUR RIGHTS - 36th District Court, Michigan

If you are a tenant and are being evicted as a result of a foreclosure of the owner of the property where you are renting (you are in court based on a notice to owner and all occupants), the Protecting Tenants at Foreclosure Act, now provides you with protections:

1. If your eviction notice is dated after May 20, 2009, and you are a month to month tenant (no lease) you are entitled to **90 days notice** before you can be evicted. This applies to all tenants except the child, spouse or parent of the owner of the home.
2. If you have a lease, you are entitled to stay in the home until the lease runs out, unless the party now evicting you (who purchased the property at foreclosure) is going to live in the home as a primary residence, in which case you are still entitled to the 90 day notice spelled about above.
3. **If you are a tenant and are being evicted by Fannie Mae (Federal Home Loan Association) and/or Freddie Mac (Federal Home Loan Corporation)**, you are entitled to the 90 day notice as spelled above. You may also be entitled to relocation money of up to \$4500, or a rental option to stay in the property until Fannie Mae or Freddie Mac sells the property. With regard to a Freddie Mac loan, the rental option and relocation funds are also available to the owner of the home that was foreclosed and his immediate family. Call 1-800-732-6643 to find out if the loan on the property is owned or backed by Fannie Mae, and (866) 903-2767 to find out if the loan on our property is owned or backed by Freddie Mac.

If you are a homeowner who was foreclosed and is now facing eviction, here are some of your rights:

1. You can ask for a jury trial. But you must pay the \$50 jury demand at your first appearance in the eviction hearing. You pay the \$50 jury demand on the second floor of the 36th District Court.
2. You can challenge the legality of the original foreclosure (Sheriff's sale) in the eviction action. You will have to convince the Judge there are triable issues or ask for an adjournment to get an attorney. Examples of arguments:
 - a. Improper notice -- you were not given notice of the Sheriff's sale (the notice was not posted on your door). But you are going to have to prove this in court.
 - b. You had a contract with the mortgage company to halt foreclosure because of a forbearance agreement but the mortgage company went ahead with the Sheriff's sale.
 - c. The lender did not own and record the mortgage note prior to starting foreclosure proceedings.
 - d. The loan was procured as a result of fraud.
 - e. The lender received bailout funds and has agreed to participate in the Obama Home Modification Program where payments are reduced to 31% of gross income, but refused to modify your loan in accordance with the program.
 - i. This applies especially to loans where the Sheriff's sale was after October 1, 2009 when the TARP law went into effect.
 - ii. It applies to loans held or backed up by Fannie Mae or Freddie Mac, and to the following lenders and/or servicers: [Aurora Loan Services LLC](#), [Bank of America](#), [Carrington Mortgage Services LLC](#), [Chase Home Finance](#), [CitiMortgage](#), [Countrywide](#), [GMAC Mortgage, Inc.](#), [Green Tree Servicing LLC](#), [Home Loan Services, Inc.](#), [Nationstar Mortgage LLC](#), [Ocwen](#), [Saxon Mortgage Services, Inc.](#), [Select Portfolio Servicing](#), [Wells Fargo Bank](#) and [Wilshire Credit Corporation](#), and most other major banks. Check www.financialstability.gov under contract to see if your bank or servicer participates.

If you sign a consent judgment in exchange for being given extra days to move out, which the attorney for mortgage company will probably offer you, remember that you are giving up your property and your rights to challenge the foreclosure and eviction.

This fact sheet put out by MORATORIUM NOW! COALITION TO STOP FORECLOSURES AND EVICTIONS, 313-887-4344, www.moratorium-mi.org