

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 a 30-day notice to quit before serving court eviction papers. New owners must honor leases you made with the former owner.

New owners are also responsible for maintenance and making repairs to your apartment.

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 went into effect on July 8, 2014. You can get a copy of this new law on the Internet at:
<http://webserver.rilin.state.ri.us/PublicLaws/law14/law14513.htm>

To get involved with community efforts to address issues facing tenants who live in foreclosed properties contact:

Direct Action for Rights & Equality

340 Lockwood Street
Providence RI 02907
(401) 351-6960

Important

This is only a summary of tenants' rights after foreclosure under the Just Cause Eviction Law. For complete information contact Rhode Island Legal Services.

Providence:

56 Pine Street, 4th Floor
Providence, RI 02903
(401) 274-2652
(800) 662-5034

Newport:

50 Washington Square
Newport, RI 02840
(401) 846-2264
(800) 637-4529



**GET PROTECTED
FROM EVICTION:
SEND THE FORM
BACK TO THE BANK**

RHODE ISLAND'S NEW JUST CAUSE EVICTION LAW



TENANTS NOW HAVE RIGHTS AFTER A FORECLOSURE

The new Rhode Island Just Cause Eviction Law protects **most tenants** from eviction who live in bank-owned 1-4 unit foreclosed properties. In most cases, **the bank cannot evict you or make you leave in any other way, unless it has *just cause*.**

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The Just Cause Eviction Law protects most tenants who live in foreclosed properties containing four or fewer apartments.

The Just Cause Eviction Law only protects *bona fide* tenants. You are most likely a *bona fide* tenant if:

- You moved into the property before the foreclosure sale; AND
- You are not the former owner of the property nor the child, parent, or spouse of the former owner.

Protection against eviction is not automatic: the bank must provide you with a form to fill out and return within 30 days.

- Be on the lookout for this form which must be:
 - Posted in a prominent location in your building;
 - Sent in the mail; AND
 - Placed under your door.
- The form will ask you to provide some personal information and authorize the bank to run a credit check on you (but you will not have to pass a credit check to be protected by the law).
- Fill out the form and send it back right away if you want to stay and not be evicted (be sure to keep a copy of the filled out form).

If you fill out and send back the form within 30 days, you can only be evicted for *just cause*.

What happens if you do not return the form?

If you fail to return the form you will not be protected by the Just Cause Eviction Law. Therefore, the foreclosing bank will NOT need a reason to evict you. However, the bank must still send you a written eviction notice and take you to court if you do not move out voluntarily.

If you return the form within 30 days the bank cannot evict you without “*just cause*.”

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

What are examples of “*just cause*?”

The reasons that a bank can evict a tenant after a foreclosure under the Just Cause Eviction Law include:

- Not paying rent;
- Disturbing other residents;
- Creating a nuisance;
- Not allowing landlord in to make repairs.

A bank cannot evict you solely because it wants you to leave. Wanting an empty building is not *just cause* under the new law.

The Just Cause Eviction Law also 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.
- However, the *just cause* protection ends when the bank has a signed contract to sell the property to someone who is not connected to the bank.
- The bank cannot pressure you into leaving, but nothing prevents you from leaving voluntarily (such as accepting a “cash for keys” agreement.)
- If the foreclosing bank is a Rhode Island based bank the Just Cause Law does not apply.

Within 30 days of the foreclosure sale, the bank must also provide tenants with:

- The name, address and telephone number of the person or company responsible for managing the building.
- The address to which rent payments shall be sent.

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, even if you do not return the form to be protected from eviction by the Just Cause Eviction Law.