



Tip of the Month November 2024

**Executive Summary of *No Chance at Redemption? Defending Evictions After Foreclosure and Contract for Deed Cancellations* by Mark Vyvyan**

*Summary by Sonja Woodward, VLN Housing Program Manager and Resource Attorney*

In his paper on defending tenants who have been evicted or had their contract for deed cancelled, Mark Vyvyan describes the limited process for contesting an eviction after foreclosure or after a contract for deed has been cancelled.

Before a tenant is in housing court for an eviction action against them, the foreclosed homeowner has had six months to redeem the tenancy. The homeowner who has a contract for deed has had 60 days to cure the breach of the contract.

The defenses once a homeowner is in eviction court are very limited. After foreclosure, a homeowner can contest the foreclosure or cancellation itself, but not in housing court. A foreclosure has to be challenged in regular civil court. Generally, that regular civil action will have to be filed before the homeowner finds themselves being evicted in housing court. If such an action has been filed, the tenant can request a stay of the housing court action which may be granted in the court's discretion.

The paper goes over some typical defenses to a foreclosure or cancellation of a contract for deed which may be brought in a regular civil action. Also, the paper addresses a foreclosed-upon homeowner's rights if they have been the victim of an illegal "foreclosure reconveyance" transaction.

The paper suggests that the practitioner closely evaluate the service of process in the eviction action as faulty service can buy the homeowner time. Otherwise, a cash for keys settlement

may be possible or the homeowner can try to buy more time by agreeing that any property left behind can be disposed of by the plaintiff.

*For the full article by Mark Vyvyan, visit <https://www.vlnmn.org/wp-content/uploads/2024/11/No-Chance-at-Redemption-Foreclosure-and-Contract-for-Deed-Cancellations.pdf>*