

Cases of Note Interpreting the Protecting Tenants at Foreclosure Act

Nativi v. Deutsche Bank National Trust Company, 223 Cal. App. 4th 261 (2014)

Reversing a trial court decision denying relief to tenants under the PTFA. The appeals court held that the PTFA causes a bona fide lease to survive through the end of the lease term after a foreclosure with very limited exceptions; explained that the PTFA impliedly overrides state laws that provide less protection but expressly allows states to retain the authority to enact greater protections; and permitted enforcement of the PTFA in litigation under state law claims.

PNMAC Mortg. v. Stanko, No. 11U04495, 2012 WL 845508 (Cal. Super. Ct. Mar. 7, 2012)

Granting the Delta motion and found that the bank must serve bona fide tenants a 90-day notice under the PTFA, even if the eviction is based on non-payment of rent (which required only a 3-day notice under state law).

Fed. Nat'l Mortg. Ass'n v. Vidal, No. 11H84SP004364, 2012 WL 597929 (Mass. Hous. Ct. Feb 17, 2012)

Holding that Fannie Mae must serve bona fide tenants a 90-day notice under the PTFA, even if the eviction is based on non-payment of rent (which required only a 14-day notice under state law).

Bank of N.Y. Mellon v. De Meo, 254 P.3d 1138 (Ariz. App. 2011)

Holding that the PTFA requires post-foreclosure owners to serve tenants with an unambiguous 90-day written notice before it may move forward with an eviction action.

In re Valle, No. 10-15196, 2011 WL 722388 (Bankr. S.D. Cal. Feb. 16, 2011)

Bankruptcy court denied the bank's motion for relief from the automatic stay because the tenant's lease remained valid under the PTFA as amended by the Dodd-Frank Act.

PD Realty, LLC v. Azevedo, No. 11H84SP000071, 2011 WL 481489 (Mass. Hous. Ct. Feb. 3, 2011)

Holding that a tenant occupying an illegal unit may still be a bona fide tenant under the PTFA.

E Trade Bank v. Salter, No. 1372298 (Cal. Super. Ct. Jan. 20, 2011) [tentative ruling]

Dismissing an eviction based on a 3/60/90 day notice because it required any tenants to provide proof of tenancy within three days, improperly making the notice period contingent on the tenant's actions.

Bank of Am. N.A. v. Owens, 903 N.Y.S.2d 667 (City Ct. 2010)

A post-foreclosure owner may not require tenants to prove bona fide tenancy within five days to avoid its obligation to provide 90-day notice under the PTFA. An owner who does not provide the required 90-day notice bears the burden of showing that the resident is not a bona fide tenant.

Alta Cmty. Invs. III v. Ottoboni, No. 1370195 (Cal. Super. Ct. July 29, 2010) [tentative ruling]

Dismissing eviction based on an ambiguous 3/30/60/90 day notice.

RWW Properties v. Stepanoff, No. N10-0072 (Cal. Super. Ct. App. Div. May 25, 2010)

Reversing a decision that had allowed a tenant in a foreclosed property to be evicted after only 30 days' notice on the (erroneous) ground that the PTFA did not apply to certain mortgages.

Fed. Nat'l Mortgage Assoc. v. Dobson, No. 10-CVG-02140 (Ohio Mun. Ct. Mar. 1, 2010)

Unless proven otherwise, an existing tenant is presumed to be a bona fide tenant under the PTFA.