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2019 Edition

Post-Judgment Proceedings in Connecticut Mortgage Foreclosures

A Guide to Resources in the Law Library

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Introduction

A Guide to Resources in the Law Library

- **Deficiency judgment:** "Starting in 1835, a succession of statutes established a mortgagee's right to a judgment for the deficiency when the value of the property proves inadequate to satisfy the mortgage debt in full. 'Since the entry of a judgment of foreclosure precludes any further common law proceedings upon the note, the legislatively created remedy of the deficiency judgment is the only available means of satisfying a mortgage debt when the security is inadequate to make the plaintiff whole.' D. Caron, *Connecticut Foreclosures* (2d Ed.) § 9.05A, pp. 157-58; see [Eichman v. J & J Building Co.](#), 216 Conn. 443, 448, 582 A.2d 182 (1990); [First Bank v. Simpson](#), 199 Conn. 368, 370-72, 507 A.2d 997 (1986). The *Simpson* court articulated that '[u]nder General Statutes § 49-1, a judgment of strict foreclosure extinguishes all rights of the foreclosing mortgagee on the underlying note, except those enforceable through the use of the deficiency judgment procedure delineated in General Statutes § 49-14.'" [Factor v. Fallbrook, Inc.](#), 25 Conn. App. 159, 162, 593 A.2d 520, 522 (1991).
- **Opening judgment:** "Any judgment foreclosing the title to real estate by strict foreclosure may, at the discretion of the court rendering the judgment, upon the written motion of any person having an interest in the judgment and for cause shown, be opened and modified, notwithstanding the limitation imposed by section 52-212a, upon such terms as to costs as the court deems reasonable, provided no such judgment shall be opened after the title has become absolute in any encumbrancer except as provided in subdivision (2) of this subsection." Conn. Gen. Stat. § [49-15\(a\)\(1\)](#) (2019).
- **Redemption:** "In Connecticut, a mortgagee has legal title to the mortgaged property and the mortgagor has equitable title, also called the equity of redemption. [Conference Center Ltd. v. TRC](#), 189 Conn. 212, 218, 455 A.2d 857 (1983). The equity of redemption gives the mortgagor the right to redeem the legal title previously conveyed by performing whatever conditions are specified in the mortgage, the most important of which is usually the payment of money." [Barclays Bank of New York v. Ivler](#), 20 Conn. App. 163, 166, 565 A.2d 252, 253 (1989).
- **Execution of Ejectment:** "In any action brought for the foreclosure of a mortgage or lien upon land, or for any equitable relief in relation to land, the plaintiff may, in his complaint, demand possession of the land, and the court may, if it renders judgment in his favor and finds that he is entitled to the possession of the land, issue execution of ejectment, commanding the officer to eject the person or persons in possession of the land and to put in possession thereof the plaintiff or the party to the foreclosure entitled to the possession by the provisions of the decree of said court, provided no execution shall issue against any person in possession who is not a party to the action except a transferee or lienor who is bound by the judgment by virtue of a lis pendens. The officer shall eject the person or persons in possession and may remove such person's possessions and personal effects and deliver such possessions and effects to the place of storage designated by the chief executive officer of the town for such purposes." Conn. Gen. Stat. § [49-22\(a\)](#) (2019).

Section 1: Deficiency Judgment

A Guide to Resources in the Law Library

SCOPE:

- Bibliographic resources relating to a motion for deficiency judgment after strict foreclosure or foreclosure by sale.

DEFINITIONS:

- “Thus, any deficiency judgment sought in connection with the foreclosure arises from the contractual relationship between the **parties to the promissory note**...(‘deficiency judgment hearings more closely resemble suits for collection’); ...‘the deficiency judgment is the functional equivalent of a **suit upon the note**...” [JP Morgan Chase Bank, N.A. v. Winthrop Props., LLC](#), 312 Conn. 662, 674-675, 94 A.3d 622 (2014).
- “This deficiency judgment procedure presumes the amount of the debt as established by the foreclosure judgment and merely **provides for a hearing on the value of the property**.” [First Bank v. Simpson](#), 199 Conn. 368, 373, 507 A.2d 997 (1986).
- “In order for the plaintiff to succeed in its quest for a deficiency judgment, it was required to prove that the property had a fair market value that was less than the amount of the debt on the date of the vesting of title. To accomplish this goal, the plaintiff had the burden of presenting sufficient evidence for the court to determine the value of the property on that date. See [Eichman v. J & J Building Co.](#), 216 Conn. 443, 451, 582 A.2d 182 (1990).” [Webster Bank, N.A. v. Frasca](#), 183 Conn. App. 249, 192 A.3d 467 (2018).

Strict Foreclosure Statute

- “At any time within thirty days after the time limited for redemption has expired, any party to a mortgage foreclosure may file a motion seeking a deficiency judgment. Such motion shall be placed on the short calendar for an evidentiary hearing. Such hearing shall be held not less than fifteen days following the filing of the motion, except as the court may otherwise order. At such hearing the court shall hear the evidence, establish a valuation for the mortgaged property and shall render judgment for the plaintiff for the difference, if any, **between such valuation and the plaintiff’s claim. The plaintiff in any further action upon the debt, note or obligation, shall recover only the amount of such judgment.**” Conn. Gen. Stat. § [49-14\(a\)](#) (2019).

Foreclosure By Sale Statute

- “If the proceeds of the sale are not sufficient to pay in full the amount secured by any mortgage or lien thereby foreclosed, the deficiency shall be determined, and thereupon judgment may be rendered in the cause for the deficiency against any party liable

to pay the same who is a party to the cause and has been served with process or has appeared therein, and all persons liable to pay the debt secured by the mortgage or lien may be made parties; but all other proceedings for the collection of the debt shall be stayed during the pendency of the foreclosure suit, and, if a deficiency judgment is finally rendered therein, the other proceedings shall forthwith abate. Other than in the case of a foreclosure by market sale, if the property has sold for less than the appraisal provided for in section 49-25, no judgment shall be rendered in the suit or in any other for the unpaid portion of the debt or debts of the party or parties upon whose motion the sale was ordered, nor shall the same be collected by any other means than from the proceeds of the sale until one-half of the difference between the appraised value and the selling price has been credited upon the debt or debts as of the date of sale; and, when there are two or more debts to which it is to be applied, it shall be apportioned between them." Conn. Gen. Stat. § [49-28](#) (2019).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019).
[Chapter 846](#). Mortgages
§ [49-14](#). Deficiency judgment.
§ [49-28](#). When proceeds of sale will not pay in full.

LEGISLATIVE:

[Office of Legislative Research](#) reports summarize and analyze the law in effect on the date of each **report's** publication. Current law may be different from what is discussed in the reports.

- James Orlando, *Comparison of State Laws on Mortgage Deficiencies and Redemption Periods*, Connecticut General Assembly. Office of Legislative Research Report, [2010-R-0327](#). (rev. December 9, 2011).

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the Connecticut Law Journal and posted [online](#).

- Conn. Practice Book (2019).
[Chapter 23](#). Miscellaneous Remedies and Procedures
§ 23-19. Foreclosure of mortgages—Motion for deficiency judgment

REGULATIONS:

You can visit your local law library or [search the most recent C.F.R.](#) on the e-CFR website to confirm that you are accessing the most up-to-date regulations.

- [24 CFR 203.369](#) (2019). Deficiency judgments

STANDING ORDERS:

- [Short Calendar Notice for Foreclosure Matters](#), rev. 12/11/2012. "Argument on motions listed as arguable (ARG) on the short calendar will be heard on the day scheduled for the short calendar provided the motion has been marked "READY." These motions include Motions for . . . Deficiency Judgments . . ."
"In the case of deficiency judgments, the appraiser shall testify if the appraisal is lower than the fair market value found at the date of judgment or if the fair market value is contested."

PAMPHLETS:

- Connecticut Fair Housing Center, [Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners](#) (11th ed.).
Motion for deficiency judgment, p. 18

FORMS:

- 18 *Am Jur Pleading and Practice Forms* Mortgages (2016).
§ 199. Notice—Motion for deficiency judgment
§ 200. Notice—Motion for deficiency judgment—Short form
§ 201. Motion—For deficiency judgment—After strict foreclosure
- Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019). Unofficial forms - **CD only**.
Form 6-017. Motion for deficiency judgment (Following strict foreclosure)
Form 6-018. Notice of computation of debt, disclosure of expert and statement of value
Form 6-019. Objection to motion for deficiency judgment
Form 6-020. Judgment for deficiency after strict foreclosure
Form 6-021. Motion for deficiency judgment (Following foreclosure by sale)
Form 6-022. Judgment for deficiency after foreclosure by sale
- 3 Joel M. Kaye and Wayne D. Efron, *Connecticut Practice Series: Civil Practice Forms* (4th ed. 2004).
Form 706.1. Motion for deficiency judgment—Strict foreclosure

Form 707.4. Supplemental judgment for deficiency on strict foreclosure

- 2 Ralph P. DuPont, *DuPont on Connecticut Civil Practice* (2018-2019).
Chapter 23. Miscellaneous Remedies and Procedures
Forms
F.23-19. Motion for Appointment of Appraisers re Deficiency Judgment (706.1)
F. 23-19(1). **Motion for Acceptance of Appraisers' Report and Deficiency Judgment** (706.2)

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see the foreclosure section on our NewsLog at:
<https://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>
- [Webster Bank, N.A. v. Frasca](#), 183 Conn. App. 249, 278, 192 A.3d 467 (2018). "We agree with the general principle that during a deficiency judgment hearing, a trial court is not permitted to rely on irrelevant evidence to determine the fair market value of the subject property. We also agree that a trial court is not required to make a fair market value determination if it does not find the evidence presented at the deficiency judgment hearing credible or reliable. Within this parameter, the defendant presented ample evidence for the court, in the exercise of its discretion, to determine that the plaintiff failed to satisfy its burden of demonstrating the fair market value of the property as of the date title vested in the plaintiff. Accordingly, we cannot conclude that the court abused its discretion in utilizing the prior appraisal reports, or examining the December, 2015 report in detail, to weigh against the opinion of the plaintiff's expert. Because ultimately it was the plaintiff's burden to demonstrate the fair market value of the subject property in a deficiency judgment, the court's decision to find no credible valuation on the basis of the plaintiff's failure to meet this burden was within the reasonable bounds of its discretion."
- [Countrywide Home Loans Servicing L.P. v. Peterson](#), 171 Conn. App. 842, 847-48, 158 A.3d 405 (2017). "The plaintiff argues that this appeal should be dismissed on ripeness grounds because the defendant's claim involves the proper calculation of the amount of the deficiency, and the court has yet to render a deficiency judgment. See General Statutes § 49-14. The plaintiff continues: '[The defendant] sets forth in her brief that the primary concern was the determination of any deficiency balance due to ... her chapter 13 bankruptcy plan.' We disagree because we decline to read the defendant's claim so narrowly. Whether her ultimate aim is to have the deficiency judgment, if and when rendered, reduced to reflect the fact that the plaintiff's loss has been partially satisfied from the proceeds

of a private mortgage insurance policy on the property, the defendant is at this stage merely seeking recalculation of the debt that the court found in its judgment of strict foreclosure. Because the amount of the debt has already been determined by the trial court, our consideration of this issue is not premature even though a deficiency judgment has not been formally rendered. Accordingly, the defendant's appeal is ripe for adjudication."

- [RCN Capital, LLC v. Sunford Properties & Dev., LLC](#), Superior Court, Judicial District of New London, No. KNLCV156023158S (Feb. 17, 2017) (2017 WL 1194212). "Nevertheless, our Supreme Court in [JP Morgan Chase Bank, N.A. v. Winthrop Properties, LLC](#), supra, 312 Conn. 673, held that guarantors 'are not parties to the foreclosure, irrespective of whether the mortgagee pursues a claim against the guarantors in the same cause of action in which it pursues **foreclosure of the mortgage,**' and as such guarantors are not subject to the bar established by § 49-1.... 'Thus, in jurisdictions in which a statute limits mortgagee's rights to a deficiency judgment (anti-deficiency statute), courts generally have construed these provisions to apply only to primary obligors and not guarantors because of their separate and distinct **contractual obligations.**'"
- [Banco Popular North America v. Du'Glace, LLC](#), 146 Conn. App. 651, 655, 79 A.3d 123, 127 (2013). "'A deficiency judgment provides a means for a mortgagee to recover any balance due on the mortgage note that was not satisfied by the foreclosure judgment.... It is the only means of satisfying a mortgage debt when the security is inadequate **to make the foreclosing plaintiff whole.**' (Citation omitted; internal quotation marks omitted.) [People's Bank v. Bilmor Building Corp.](#), 28 Conn. App. 809, 822, 614 A.2d 456 (1992)."
- [Banco Popular North America v. Du'Glace, LLC](#), 146 Conn. App. 651, 655, 79 A.3d 123, 127 (2013). "'A deficiency proceeding has a very limited purpose. In the hearing contemplated under § 49-14 to obtain a deficiency **judgment, the court, after hearing the party's appraisers,** determines the value of the property and calculates any deficiency. This deficiency judgment procedure presumes the amount of the debt as established by the foreclosure judgment and merely provides for a hearing on the value of the property. . . . The deficiency hearing concerns the fair market value of the subject property as of the date title vests in the foreclosing plaintiff under § 49-14. . . . [I]mplicit in . . . § 49-14 is the requirement that the party seeking a deficiency judgment satisfy her burden of proof regarding the fair market value of the property . . . in particular, the requirement that the plaintiff provide the court with sufficient evidence to demonstrate

that she is entitled to a deficiency judgment. . . .

“When considering a motion for a deficiency judgment, *the trial court may make an independent determination as to the valuation of the property.* . . . Our Supreme Court has held that, in a deficiency judgment proceeding, [t]he **determination of [a property’s] value** by a court *is the expression of the court’s opinion* aided ordinarily by the opinions of expert witnesses, and reached by weighing those opinions *in light of all the circumstances in evidence bearing upon value and its own general knowledge of the elements going to establish it.* . . . [T]he determination of the credibility of expert witnesses and the weight to be accorded their testimony is within the province of the trier of facts, who is privileged to adopt whatever testimony he reasonably believes to be credible. . . .

“In determining valuation pursuant to [General Statutes] § 49-14, the trier, as in other areas of the law, is not bound by the opinion of the expert witnesses The evaluation of testimony is the sole province of the trier of fact. We do not retry the case. The conclusion of the trial court must stand unless there was an error of law or a legal or logical inconsistency with the facts **found.** . . . **We will disturb the trial court’s determination** of valuation, therefore, only when it appears on the record before us that the court misapplied or overlooked, or gave a wrong or improper effect to, any test or consideration which it was [its] duty to regard.”

- [New England Savings Bank v. Lopez](#), 227 Conn. 270, 277-278, 630 A.2d 1010, 1015 (1993). “We can find no basis, however, in our state law or understandings regarding foreclosure by sale for the proposition that a debtor is legally entitled to a credit for the fair market value of the **property sold. A debtor’s** legal entitlement is, instead, to a credit for the amount of the sale **proceeds.** ‘While an evidentiary hearing is required to determine the value of the mortgaged property and thus the amount of any deficiency following a strict foreclosure, such a valuation would be superfluous following a foreclosure by sale. In the latter action the price realized upon the sale of the property fixes the amount for which a deficiency may be entered pursuant to General Statutes § 49-28.’ . . . The deficiency is determined by subtracting the sale proceeds from the **amount of the debt.**”

WEST KEY NUMBERS:

- *Mortgages*
XIII. Foreclosure
2071. Deficiency and personal liability

ENCYCLOPEDIAS:

- 55 *Am. Jur. 2d* Mortgages (2009).
IX. Remedies Upon Default; Rights of Purchaser and Mortgagor

F. Distribution of Proceeds of Sale; Surplus;
Deficiency

- §§ 688-692. Deficiency—In General
- §§ 693-695. Deficiency Decree, and Right
Thereof, in Foreclosure Action
- § 699. Deficiency judgment at time of
foreclosure decree or after exhaustion of
mortgaged property
- §§ 700-704. Judicial and Legislative Restrictions
on Deficiency Judgments

- 59A *C.J.S.* Mortgages (2019).
 - XXII. Foreclosure by Exercise of Power of Sale
 - §§ 855-857. Deficiency and personal liability
 - XXIII. Foreclosure by Action or Suit
 - §§ 1255-1314. Deficiency and personal liability

**TEXTS &
TREATISES:**

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019).
 - Chapter 10. Post-Judgment Proceedings
 - § 10-5. The deficiency judgment
 - § 10-5:1. After strict foreclosure
 - § 10-5:1.1. Connecticut General Statutes § 49-1 as a Defense
 - § 10-5:1.2. Guarantor Liability
 - § 10-5:1.2a. Connecticut General Statutes § 49-1 Does Not Apply to Guaranty
 - § 10-5:1.3. The Usury Defense
 - § 10-5:1.4. Casualty Insurance
 - § 10-5:1.5. PJR to Secure Deficiency Judgment
 - § 10-5:1.6. Time for Filing Motion for Deficiency Judgment
 - § 10-5:1.6a. Effect of Bankruptcy Stay
 - § 10-5:1.6b. Limitation Period of § 49-14 Not Jurisdictional
 - § 10-5:1.7. Deficiency Judgment Not Available in Tax Lien Foreclosures
 - § 10-5:1.8. Technical Defects in Motion for Deficiency Judgment
 - § 10-5:1.8a. Mathematical Error Correctible at Any Time
 - § 10-5:1.9. Substituting Plaintiff Prior to Deficiency Judgment
 - § 10-5:1.9a. Technical Defects in the Name of the Plaintiff
 - § 10-5:1.10. Time for Filing Defenses to Deficiency Judgment
 - § 10-5:1.10a. Federal Foreclosures: Rule 54 vs. § 49-15
 - § 10-5:1.11. Connecticut General Statutes § 49-1 as a Defense

- § 10-5: 1.12. Jury Trial Not Available on Deficiency Hearing
- § 10-5: 1.13. Appraisals
 - § 10-5: 1.13a. Practice Book Requirement re Disclosure of Appraisals
 - § 10-5: 1.13b. The Assemblage Doctrine
 - § 10-5: 1.13c. Restricted Use Appraisals
- § 10-5: 1.14. Calculating the Deficiency
- § 10-5: 2. After Foreclosure by Sale
 - § 10-5: 2.1. Connecticut General Statutes § 49-28 Found to be Constitutional
 - § 10-5: 2.1a. Section 49-28's Penalty Provision Applies Only to Plaintiffs
 - § 10-5: 2.2. Time for Filing Motion for Deficiency Judgment
 - § 10-5: 2.3. Difference as to Subsequent Encumbrancers
- § 10-6. Right of Contribution Between Co-guarantors on Deficiency

- 1 *West's Connecticut Rules of Court Annotated* (2019).
Notes of Decisions for § 23-19
- Connecticut Bar Association, *Connecticut Lawyers' Deskbook: A Reference Manual* (3rd ed. 2008).
Chapter 17. Real Property Foreclosure in Connecticut by Dennis P. Anderson, Denis R. Caron and Geoffrey K. Milne
Deficiency judgments after strict foreclosure, pp. 441-443
Deficiency judgments after foreclosure by sale, pp.443-444
- 3 Joel M. Kaye and Wayne D. Effron, *Connecticut Practice Series: Civil Practice Forms* (4th ed. 2004).
Authors' Commentary for Forms 706.1 and 707.4
- Wesley W. Horton et al., *Connecticut Practice Series: Superior Court Civil Rules* (2018-2019).
Authors' Commentary for § 23-19
- 2 Ralph P. DuPont, *DuPont on Connecticut Civil Practice* (2018-2019).
Chapter 23. Miscellaneous Remedies and Procedures
C. Mortgage Foreclosures
§ 23-19. Motion for deficiency judgment
- Christian R. Hoheb, Editor., *A Practical Guide to Residential Real Estate Transactions and Foreclosures in Connecticut* (2012).
Chapter 9. Foreclosure Procedure from Complaint Through Sale
§ 9.6.3. Deficiency judgment
(a) Strict foreclosure
(b) Foreclosure by sale

- Geoff Walsh et al., *Home Foreclosures*, National Consumer Law Center (1st ed. 2019).
 - Chapter 10. Issues Arising After a Foreclosure Sale
 - § 10.4. Deficiency judgments
 - § 10.4.1. Deficiency judgments defined
 - § 10.4.2. State statutory restrictions on deficiency judgments
 - § 10.4.3. Judicial limitations on deficiency judgments
 - § 10.4.4. Creditor must prove the deficiency amount
 - § 10.4.5. Deficiency claims are unsecured

- 4 Richard R. Powell and Patrick J. Rohan, *Powell on Real Property* (2019).
 - Chapter 37. Mortgages and Mortgage Foreclosures
 - § 37.41. Foreclosure by action—Surplus or deficiency
 - § 37.42. Foreclosure by power of sale
 - [6] Challenging the sale

Table 1: Defenses to a Deficiency

Defenses to a Deficiency Liability	
<p><u>TEXTS & TREATISES:</u></p> <p>Each of our law libraries own the Connecticut treatises cited. You can contact us or visit our catalog to determine which of our law libraries own the other treatises cited or to search for more treatises.</p>	<ul style="list-style-type: none"> • 1 Denis R. Caron and Geoffrey K. Milne, <i>Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure</i> (9th ed. 2019). <ul style="list-style-type: none"> Chapter 10. Post-Judgment Proceedings § 10-5. The Deficiency Judgment <ul style="list-style-type: none"> § 10-5: 1. After Strict Foreclosure <ul style="list-style-type: none"> § 10-5: 1.1. Connecticut General Statutes § 49-1 as a Defense § 10-5: 1.2. Guarantor Liability <ul style="list-style-type: none"> § 10-5: 1.2a. Connecticut General Statutes § 49-1 Does Not Apply to Guaranty § 10-5: 1.3. The Usury Defense § 10-5: 1.10. Time for Filing Defenses to Deficiency Judgment <ul style="list-style-type: none"> § 10-5: 1.10a. Federal Foreclosures: Rule 54 vs. § 49-15 § 10-5: 1.11. Connecticut General Statutes § 49-1 as a Defense • Connecticut Bar Association, <i>Connecticut Lawyers' Deskbook: A Reference Manual</i> (3rd ed. 2008). <ul style="list-style-type: none"> Chapter 17. Real Property Foreclosure in Connecticut by Dennis P. Anderson, Denis R. Caron and Geoffrey K. Milne <ul style="list-style-type: none"> Deficiency judgments after strict foreclosure, pp. 441-443 Deficiency judgments after foreclosure by sale, pp. 443-444
<p><u>CASES:</u></p> <p>Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can contact your local law librarian to learn about the tools available to you to update cases.</p>	<ul style="list-style-type: none"> • Federal Deposit Ins. Co. v. Voll, 38 Conn. App. 198, 211, 660 A.2d 358, 364 (1995). "Moreover, at no time during the foreclosure proceedings did Guttman claim that he had been prejudiced by any of the delays. At a minimum, Guttman could have filed an answer asserting the doctrine of laches, or asserted the doctrine when New CBT moved that the defendants disclose a defense, or objected to the calculation of debt at the time the FDIC moved for a judgment of foreclosure. Defenses that could have been raised during the foreclosure proceedings may not be raised at the deficiency hearing. Vignot v. Bank of Mystic, 32 Conn.App. 309, 314, 628 A.2d 1339 (1993); Bank of Stamford v. Alaimo, supra, 31 Conn.App. at 9. <p style="text-align: center;">Guttman's claim, therefore, that the trial court should have used the equitable doctrine of laches to preclude the FDIC from moving for a deficiency judgment, fails."</p>

- [Citicorp Mortgage, Inc. v. D'Avanzo](#), 31 Conn. App. 621, 625-626, 626 A.2d 800, 802-803 (1993). "Once title has passed in a strict foreclosure, a final judgment has occurred that cannot be opened. General Statutes § 49-15; [Bank of Stamford v. Alaimo](#), 31 Conn.App. 1, 8, 622 A.2d 1057 (1993). Pursuant to General Statutes § 49-14, within thirty days after the time for redemption has expired, the mortgagee may file a motion seeking deficiency judgment, as Citicorp did **in this case**. **Any claims by the defendant** that were made or could have been made in the foreclosure proceeding cannot be relitigated in the deficiency hearing. . . . Some defenses may be raised to a motion for deficiency judgment, but not those that were or could have been raised in the foreclosure hearing. [Maresca v. DeMatteo](#), 6 Conn. App. 691, 506 A.2d 1096 (1986) (defense of usury) (timeliness of the filing of a motion for deficiency judgment in a strict foreclosure); see also [Baybank Connecticut, N.A. v. Thumlert](#), 222 Conn. 784, 610 A.2d 658 (1992) (the defense of laches as to the issue of timeliness in filing the motion for deficiency in a foreclosure by sale proceeding under General Statutes § 49-28) . . . ' [Bank of Stamford v. Alaimo](#), supra, 9-10. . . Once title vested in Citicorp . . . she was precluded from raising these issues because a final judgment had entered that could not be opened. See General Statutes § 49-15. Her attempt to make these challenges at the deficiency hearing and on appeal can be to no avail since these claims are not proper defenses to a motion for deficiency judgment, but rather might be defenses to the foreclosure **action**."
- [Citicorp Mortgage, Inc. v. Kerzner](#), Superior Court, Judicial District of Ansonia-Milford at Milford, No. CV 91-03-57-29 (January 14, 1993) (8 Conn. L. Rptr. 229) (1993 Conn. Super. Lexis 128) (1993 WL 11831). ". . . the defendants have also alleged that the plaintiff is estopped from foreclosing and seeking a deficiency judgment based upon **the equitable doctrine of laches**. 'Laches consists of two elements. "First, there must have been a delay that was inexcusable, and, second, that delay must have prejudicated the defendant.'" (Citations omitted.) [Emerick v. Emerick](#), 28 Conn.App. 794, 803-04 (1992)'. . . The defendant alleges that there was a delay and that due to the delay there may be a deficiency. The defendants **sufficiently allege a defense of laches**."

Section 2: Motion to Open Judgment

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to a motion to open judgment in either strict foreclosure or foreclosure by sale.

DEFINITIONS:

- “Any judgment foreclosing the title to real estate by strict foreclosure may, at the discretion of the court rendering the judgment, upon the written motion of any person having an interest in the judgment and for cause shown, be opened and modified, notwithstanding the limitation imposed by section 52-212a, upon such terms as to costs as the court deems reasonable, provided no such judgment shall be opened after the title has become absolute in any encumbrancer except as provided in subdivision (2) of this subsection.” Conn. Gen. Stat. § [49-15\(a\)\(1\)](#) (2019).
- “(2) Any judgment foreclosing the title to real estate by strict foreclosure may be opened after title has become absolute in any encumbrancer upon agreement of each party to the foreclosure action who filed an appearance in the action and any person who acquired an interest in the real estate after title became absolute in any encumbrancer, provided (A) such judgment may not be opened more than four months after the date such judgment was entered or more than thirty days after title became absolute in any encumbrancer, whichever is later, and (B) the rights and interests of each party, regardless of whether the party filed an appearance in the action, and any person who acquired an interest in the real estate after title became absolute in any encumbrancer, are restored to the status that existed on the date the **judgment was entered.**” Conn. Gen. Stat. § [49-15\(a\)\(2\)](#) (2019).
- “(3) If a judgment is opened pursuant to this subsection, the person who filed the written motion pursuant to subdivision (1) of this subsection shall record a certified **copy of the court’s order to open such judgment on the land records** in the town in which the real estate is **situated.**” Conn. Gen. Stat. § [49-15\(a\)\(3\)](#) (2019).
- “**Unless otherwise provided by law** and except in such cases in which the court has continuing jurisdiction, any civil judgment or decree rendered in the superior court may not be opened or set aside unless a motion to open or set aside is filed within four months succeeding the date on which notice was sent. The parties may waive the provisions of this subsection or otherwise submit to the **jurisdiction of the court.**” Conn. Practice Book § [17-4](#) (2019). (Emphasis added.)

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the Connecticut Law Journal and posted [online](#).

PAMPHLETS:

COURT FORMS:

Official Judicial Branch forms are frequently updated. Please visit the [Official Court Webforms page](#) for the current forms.

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- Conn. Gen. Stat. (2019).
[Chapter 846](#). Mortgages
§ [49-15](#). Opening of judgments of strict foreclosure.
- Conn. Practice Book (2019).
[Chapter 17](#). Judgments
§ 17-4. Setting aside or opening judgments
- Connecticut Fair Housing Center, [Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners](#) (11th ed.).
Motion to open judgment, pp. 16-17, 25-28, 31, 42-43
- [JD-CV-107](#). Motion to Open Judgment (Civil Matters Other Than Small Claims and Housing Matters)
- [Forms to File if You Would Like to Have a Judgment Opened](#)
- Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019).
Unofficial forms. **CD only**.
Form 6-023. Motion to reopen judgment and extend law day
- 3 Joel M. Kaye and Wayne D. Efron, *Connecticut Practice Series: Civil Practice Forms* (4th ed. 2004).
Form 707.5. Judgment of strict foreclosure after opening of original judgment
- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see the foreclosure section on our NewsLog at:
<https://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>
- [Deutsche Bank National Trust Company v. Fritzell](#), 185 Conn. App. 777, 786, 198 A.3d 642 (2018). "In light of that fact, the defendant's motion to open was moot when it was filed on April 7, 2015, approximately two months after the vesting of title, because there was no practical relief that the trial court could have granted the defendant at that time. See [Argent Mortgage Co., LLC v. Huertas](#), supra, 288 Conn. at 581-582, 953 A.2d 868 (after title had vested absolutely in plaintiff, court should

have dismissed, rather than denied, late motion to open); see also [Citigroup Global Markets Realty Corp. v. Christiansen](#), 163 Conn. App. 635, 640, 137 A.3d 76 (2016) (same). Accordingly, instead of denying the defendant's motion to open, the trial court should have dismissed it as moot."

- [US Bank National Association v. Christophersen](#), 179 Conn. App. 378, 393, 180 A.3d 611 (2018). "Because the plaintiff filed a motion to open and modify the judgment of strict foreclosure, § 49-15(a)(1) conferred authority on the trial court to modify the judgment. In fact, the plaintiff's motion contained, among the relief sought, a request to enter either a judgment of strict foreclosure or foreclosure by sale, whichever the court deemed appropriate. The plaintiff's motion recognized the court's authority to modify the judgment and, within its discretion, to order a foreclosure by sale. Accordingly, the court had authority to order a judgment of foreclosure by sale."
- [Deutsche Bank Nat. Trust Co. v. McKeith](#), 156 Conn. App. 36, 41-43, 111 A.3d 545, 549-550 (2015). "**It is undisputed that title to the property in question became absolute in the plaintiff more than one year before the defendant filed her motion to open, which precludes resort to § 49-15(a). Accordingly, the judgment of foreclosure in the present case 'may be opened only upon a finding that the court lacked jurisdiction over either the person or the case at the time the judgment of strict foreclosure was entered.'** [Highgate Condominium Assn., Inc. v. Miller](#), 129 Conn.App. 429, 435, 21 A.3d 853 (2011); see also [Argent Mortgage Co., LLC v. Huertas](#), 288 Conn. 568, 576, 953 A.2d 868 (2008) . . . In its memorandum of decision, the court concluded that 'there is no evidence before the court to dispute the court's jurisdiction over [the defendant] at the time of entering the judgment of strict foreclosure,' emphasizing that the affidavit that the defendant appended to her motion to open was 'neither signed nor sworn to.' We concur with that assessment. Although the defendant relies heavily on that affidavit in this appeal, **it remains that 'an unsigned and unsworn affidavit . . . is of no evidentiary value.'** [Viola v. O'Dell](#), 108 Conn.App. 760, 768, 950 A.2d 539 (2008)."
- [Selene Finance v. Tornatore](#), 137 Conn. App. 130, 133-134, 46 A3d 1070 (2012). "At the hearing on the defendant's motion to open, the defendant did not claim that title to the property had not vested in the plaintiff or that the abode service of the summons and complaint was somehow improper. Nevertheless, the defendant now improperly attempts to make these claims on appeal. We decline to consider them. Under these circumstances, and

in accord with § 49-15 (a) (2), the court could grant the **defendant's** motion to open only upon the agreement of the parties. Since there was no assertion that the parties had come to any such agreement, and the record reflects that there was no such agreement, the court properly **denied the defendant's motion to open.**"

- [Wells Fargo Bank Minnesota N.A. v. Morgan](#), 98 Conn. App. 72, 81-83, 909 A.2d 526 (2006). ". . . in a foreclosure by sale, although the right of redemption is **extinguished upon the court's approval of the foreclosure sale**, a motion to open a judgment approving that sale, properly filed within the appeal period, acts as a stay of the proceedings to enforce or carry out the judgment. The **mortgagor's right of redemption, therefore, survives the appeal period** to the extent that the order may not be enforced until the appeal period has elapsed. To rule otherwise would take away a mortgagor's right to effectively appeal from the judgment approving the sale. **By way of analogy, a court's approval of the sale in a foreclosure by sale is like the running of law days in a strict foreclosure matter in that it serves as the operative act which extinguishes the mortgagor's right of redemption and can deprive the court of subject matter jurisdiction to open or set aside that judgment when such a motion is filed *outside of appeal period* . . .** In the present case, although the matter before the court involves a foreclosure by sale, the same principles must apply if the motion to open or set aside the approval of the sale was properly filed ***within the appeal period.***"
- [Farmers & Mechanics Savings Bank v. Sullivan](#), 216 Conn. 341, 354, 579 A.2d 1054, 1060 (1990). "Since a mortgage foreclosure is an equitable proceeding, either a **forfeiture or a windfall should be avoided if possible....We recently found an abuse of such discretion in the failure to order a foreclosure by sale when a sale would have resulted in making approximately \$10,000 available to a subsequent encumbrancer and thus reduced the indebtedness of the owner.**"

RECORDS & BRIEFS:

- *Motion to Open and Modify Judgment of Strict Foreclosure*, Connecticut Supreme Court Records and Briefs (February 1990). [Farmers & Mechanics Savings Bank v. Sullivan](#), 216 Conn. 341, 579 A.2d 1054 (1990). [Figure 1](#).
- *Motion to Set New Law Day*, Connecticut Supreme Court Records and Briefs (February 1990). [Farmers & Mechanics Savings Bank v. Sullivan](#), 216 Conn. 341, 579 A.2d 1054 (1990). [Figure 2](#).

WEST KEY NUMBERS:

- *Mortgages*
1836-1838. Opening, vacating, or setting aside.

ENCYCLOPEDIAS:

- 55 *Am. Jur. 2d* Mortgages (2009).
IX. Remedies Upon Default; Rights of Purchaser and Mortgagor
D. Opening and vacating decree
§§ 648-649. Generally
- 59A *C.J.S.* Mortgages (2019).
XXIII. Foreclosure by Action or Suit
§§ 1067-1069. Opening or vacating judgment or decree

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019).
Chapter 10. Post-Judgment Proceedings
§ 10-1. Opening the Judgment
§ 10-1:1. Judgment of Strict Foreclosure
§ 10-1:1.1. The Historical Limitations
§ 10-1:1.1a. Time of Filing: Effect on Automatic Stay
§ 10-1:1.1b. Effect of Passing of Owner's Law Day on § 49-15 Motion
§ 10-1:1.1c. Abuse of Discretion in Not Opening Judgment
§ 10-1:1.1d. Effect of Prior Dormancy Dismissal
§ 10-1:1.1e. Nomenclature Debate
§ 10-1:1.2. The New Statutory Provisions
§ 10-1:1.3. Extension of Law Day
§ 10-1:2. Judgment of Foreclosure by Sale
§ 10-1:2.1. Extension of Sale Date
§ 10-1:3. To Add Defendant
§ 10-1:3.1. Motions to Open and Intervenor
§ 10-1:4. Challenging the Debt After Redemption
§ 10-1:5. Petition for New Trial
§ 10-1:6. Fraud as Ground for Opening Judgment
- Connecticut Bar Association, *Connecticut Lawyers' Deskbook: A Reference Manual* (3rd ed. 2008).
Chapter 17. Real Property Foreclosure in Connecticut by Dennis P. Anderson, Denis R. Caron and Geoffrey K. Milne
Opening the judgment following strict foreclosure, pp. 444 - 446
Effect of passing of owner's law day on § 49-15 motion, pp. 446 - 448
Following foreclosure by sale, pp. 448 - 449
Extension of law day, 449 - 452
- 3 Joel M. Kaye and Wayne D. Efron, *Connecticut Practice Series: Civil Practice Forms* (4th ed. 2004).
Authors' Commentary for Form 707.5

- 1 Wesley W. Horton et al., *Connecticut Practice Series: Superior Court Civil Rules* (2018-2019).
Authors' Commentary for § 17-4
- 2 Renée Bevacqua Bollier and Susan V. Busby,
Stephenson's Connecticut Civil Procedure (3rd ed. 2002,
with 2003 supplement).
§ 199. Reopening judgment
f. Reopening mortgage foreclosure
- 1 *West's Connecticut Rules of Court Annotated* (2019).
Notes of Decisions for § 17-4
- Geoff Walsh et al., *Home Foreclosures*, National
Consumer Law Center (1st ed. 2019).
Chapter 10. Issues Arising After Foreclosure Sale
§ 10.3. Setting Aside a Completed Foreclosure Sale
§ 10.3.3.2. Irregularity in the Conduct of the Sale
§ 10.3.3. Grounds on Which a Foreclosure May Be
Set Aside
§ 10.3.3.3. Void and Voidable Sales
§ 10.3.3.4. What Type of Misconduct by the
Foreclosing Party Is Sufficient to Set Aside a
Completed Foreclosure Sale?
§ 10.3.3.5. Inadequacy of Sale Price

Figure 1: Motion to Open and Modify Judgment of Strict Foreclosure

NO. CV-87-0050014S

FARMERS & MECHANICS SAVINGS
BANK

: SUPERIOR COURT

VS.

: JUDICIAL DISTRICT OF MIDDLESEX
AT MIDDLETOWN

MARTIN F. SULLIVAN, ET AL.

: MARCH 11, 1988

MOTION TO OPEN AND MODIFY JUDGMENT
OF STRICT FORECLOSURE

The defendants **MARTIN F. SULLIVAN** and **PATRICIA M. SULLIVAN** respectfully represent:

1. A judgment entered in the above first mortgage foreclosure on January 19, 1988 (Higgins, J.).
2. The Court ordered a strict foreclosure rather than a foreclosure by sale.
3. The appraised value of the subject property is \$170,000.00.
4. The debt owed the foreclosing plaintiff bank was \$80,663.91 as of January 19, 1988, the day judgment entered.
5. Accordingly, there is over \$80,000.00 of equity in the property.
6. The order of strict foreclosure will foreclose the interests of the undersigned defendants unless they redeem.
7. The undersigned defendants have not the means to redeem.
8. The Wirtzes claim an interest in the subject premises by virtue of a bond for deed recorded on December 30, 1986, which was earlier than the recording of the mortgage of the defendants on February 19, 1987.
9. **The Wirtzes'** bond for deed requires them to pay \$116,000.00 for the subject property.
10. If the Wirtzes redeem the property for a sum in the vicinity of \$82,000.00, they will own the property without paying the \$116,000.00 required by their bond for

deed. They will enjoy a windfall of between \$34,000.00 and \$88,000.00 at the expense of, among others, the undersigned defendants.

11. The Wirtzes' recorded contract at best constitutes a purchaser's lien and the court's actions in granting a contract under litigation a law day outweighs the undersigned defendants the due process of law to litigate the claimed contract right.

12. A foreclosure by sale protects the Wirtzes' legitimate rights in the property, while a strict foreclosure gives them the property at a bargain price without having to prove the validity of their claim at all.

14. Since a strict foreclosure wipes out all the rights of the undersigned defendants while creating the possibility of a windfall for the Wirtzes, and a sale foreclosure protects the rights of all of the defendants, a strict foreclosure is inequitable under the circumstances and a sale foreclosure is the only equitable judgment under the circumstances.

15. This motion is filed with the required fee and memorandum of law.

WHEREFORE, the undersigned defendants move the Court to open the judgment and modify it to order a foreclosure by sale.

DEFENDANTS

MARTIN F. SULLIVAN
and PATRICIA M.
SULLIVAN

BY _____

Figure 2: Motion to Set New Law Day

NO. CV-87-0050014S

FARMERS & MECHANICS SAVINGS
BANK

:

SUPERIOR COURT

VS.

:

JUDICIAL DISTRICT OF MIDDLESEX
AT MIDDLETOWN

MARTIN F. SULLIVAN, ET AL.

:

MAY 19, 1988

MOTION TO SET NEW LAW DAYS

The defendants, MARTIN F. SULLIVAN and PATRICIA M. SULLIVAN respectfully represent:

1. A judgment entered in the above first mortgage foreclosure on January 19, 1988 (Higgins, J.).
2. The Court ordered a strict foreclosure rather than a foreclosure by sale.
3. On February 8, 1988 prior to the law days set in the initial judgment a Motion to open and Modify Judgment of Strict Foreclosure was filed which suspended said law days.
4. Said motion has not been heard and the law days set thereunder are void as they fall within the appeal period as determined by § 400 of the Rules of Appellate Practice.
5. The setting of new law days are required should this court deny the motion to open and modify the judgment.

WHEREFORE, the undersigned defendants move the Court to set new law days should the Motion to Open and Modify Judgment of Strict Foreclosure be denied.

The foregoing Motion having been heard, it is hereby ORDERED:

DEFENDANTS,
MARTIN F. SULLIVAN and PATRICIA M.
SULLIVAN

By _____
Name
Firm
Address
Telephone number
Juris No.

ORDER

The foregoing Motion having been heard, it is hereby ORDERED: GRANTED/DENIED

BY THE COURT

_____ CLERK

Table 2: Unreported Connecticut Cases on Motion to Open Judgment of Foreclosure

Unreported Decisions	
<p><u>DiTech Financial, LLC v. Hinckley</u>, Superior Court, Judicial District of Litchfield at Torrington, No. LLI CV18-6017048-S68 (April 1, 2019) (Conn. L. Rptr. 347).</p>	<p>“Consequently, [a]lthough §§52-212 and 52-212a normally limit the authority to open judgments to a four month period, these statutes do not preclude the opening of a default judgment that is rendered without jurisdiction over a defendant . . .’ As the defendant is arguing that this court lacks personal jurisdiction over him for improper service of process, the plaintiff cannot defeat this motion to dismiss by arguing that the plaintiff failed to adhere to the procedural and timing requirements of §52-212a. Accordingly, the court will consider the merits of the defendant’s personal jurisdiction argument.’ (Citations omitted; internal quotation marks omitted.) <i>Wells Fargo Bank, N.A. v. Snow</i>, Superior Court, judicial district of Fairfield, Docket No. CV-09-5022845-S (December 3, 2009, Hartmere, J.).”</p>
<p><u>3333 Main Street, LLC v. SA Challenger, Inc.</u>, Superior Court, Judicial District of Fairfield at Bridgeport, No. FBT-CV15-6051921S (April 4, 2016).</p>	<p>“[P]laintiff has cited no authority that the failure to file a List of Proposed Law Days is grounds for vacating a judgment of strict foreclosure or would prevent title from vesting when there has been no redemption. 3333 Main Street, LLC suffered no prejudice from SA Challenger’s failure to file a List of Proposed Law Days listing it as an encumbrancer. . . . Despite not appearing on a List of Proposed Law Days, it got the same treatment as all the other encumbrancer defendants who did appear on the two lists that had been filed, namely a law day in inverse order of priority. The failure to file a List of Proposed Law Days naming 3333 Main Street LLC as a defendant did not prevent its mortgage from being foreclosed out when it failed to redeem.”</p>
<p><u>Bank of New York Mellon v. Caruso</u>, Superior Court, Judicial District of New Haven at New Haven, No. NNHCV126031454 S (Aug. 21, 2015) (61 Conn. L. Rptr. 46) (2015 WL 5626420).</p>	<p>“On this reading of <u>Melahn</u>, §49-15(a) – notwithstanding its absolutist language – is construed to permit a trial court to open a judgment of strict foreclosure, after title vests in the mortgagee, for the purpose of enforcing or vindicating or otherwise safeguarding the integrity of the judicial process and its judgments.”</p>
<p><u>U.S. Bank v. Curtis</u>, Superior Court, Judicial</p>	<p>“Cause,’ as used in § 49-15, means ‘good cause.’ <u>Connecticut National Bank v. Zuckerman</u>, 29 Conn.App. 541, 546, 616 A.2d 814 (1992). It is the burden of party moving to open judgment</p>

<p>District of Fairfield at Bridgeport, No. CV095021948 (February 10, 2011) (2011 Conn. Super. Lexis 265) (2011 WL 783611).</p>	<p>'to establish the existence of good cause to be entitled to an opening of the judgment pursuant to General Statutes § 49-15.' <i>Id.</i> '[T]he presence or absence of a good defense to the original foreclosure judgment, per se, is immaterial to the determination of whether a judgment should be opened under § 49-15.' <i>HSBC Bank USA, As Trustee v. McLaughlin</i>, Superior Court, judicial district of Tolland, Docket No. CV 03 0082276 (May 8, 2007, <i>Sferrazza, J.</i>)</p> <p>The defendants have not provided cause for the court to exercise its discretion to open the judgment of strict foreclosure. The possibility that their argument under § 47-6a could present a good defense is insufficient to establish cause."</p>
<p><u>Provident Funding v. Beckford</u>, Superior Court, Judicial District of Fairfield at Bridgeport, No. CV096005332S (April 28, 2011) (2011 Conn. Super. Lexis 1009) (2011 WL 1887565).</p>	<p>"The court sympathizes with the defendants, who appear to sincerely believe that they reached an enforceable loan modification agreement with the plaintiff at the mediation session on September 30, 2010. This belief is reasonable, particularly in light of the plaintiffs' decision to mail the defendants a mortgage payment booklet and to accept a payment from the defendants who used a coupon from this booklet.</p> <p>Here, however, the defendants do not ask the court to open the judgment of strict foreclosure to correct an inadvertent omission in the foreclosure complaint. Rather, they ask the court to do exactly what § 49-15 and the case law thereunder prohibit. The court cannot open a judgment of strict foreclosure once title has become absolute in any encumbrancer, unless all of the parties agree to open the judgment. At the close of business on the law day, December 14, 2010, title vested in the plaintiff. The plaintiff does not agree to open the judgment of strict foreclosure. This court cannot open the judgment under these circumstances."</p>

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

Section 3: Redemption in Foreclosure

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to the equity of redemption in foreclosure.

DEFINITIONS:

- The purpose of the foreclosure is to extinguish the mortgagor's equitable right of redemption that he retained when he granted legal title to his property to the mortgagee following the execution of the mortgage. [JP Morgan Chase Bank, N.A. v. Winthrop Props., LLC](#), 312 Conn. 662, 673, 94 A.3d 622 (2014).
- "In Connecticut, a mortgagee has legal title to the mortgaged property and the mortgagor has equitable title, also called the equity of redemption. [Conference Center Ltd. v. TRC](#), 189 Conn. 212, 218, 455 A.2d 857 (1983). The equity of redemption gives the mortgagor the right to redeem the legal title previously conveyed by performing whatever conditions are specified in the mortgage, the most important of which is usually the payment of money. General Statutes § 47-36h; [State v. Stonybrook, Inc.](#), 149 Conn. 492, 495-96, 181 A.2d 601, appeal dismissed and cert. denied, 371 U.S. 185, 83 S.Ct. 265, 9 L.Ed.2d 227 (1962); [Brand v. Woolson](#), 120 Conn. 211, 180 A. 293 (1935)." [Barclays Bank of New York v. Ivler](#), 20 Conn. App. 163, 166, 565 A.2d 252, 253 (1989).
- "Unless otherwise ordered by the judicial authority at the time it renders the judgment of strict foreclosure, the following provisions shall be deemed to be part of every such judgment:
(1) That, upon the payment of all of the sums found by the judicial authority to be due the plaintiff, including all costs as allowed by the judicial authority and taxed by the clerk, by any defendant, after all subsequent parties in interest have been foreclosed, the title to the premises shall vest absolutely in the defendant making such payment, subject to such unpaid encumbrances, if any, as precede the interest of the redeeming defendant.
(2) That the defendants, and all persons claiming possession of the premises through any of the defendants under any conveyance or instrument executed or recorded subsequent to the date of the lis pendens or whose interest shall have been thereafter obtained by descent or otherwise, deliver up possession of the premises to the plaintiff or the defendant redeeming in accordance with this decree, with stay of execution of ejectment in favor of the redeeming defendant until one day after the time herein limited to redeem, and if all parties fail to redeem, **then until the day following the last assigned law day.**" Conn. Practice Book [§ 23-17\(b\)](#) (2019).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019).
 - [Chapter 846](#). Mortgages
 - § [49-19](#). Title to vest in encumbrancer paying debt and costs.
 - § [49-20](#). Redemption by holder of encumbrance on part of property foreclosed.
 - § [49-21](#). Defendant to receive and file certificate of satisfaction or certificates of judgment of strict foreclosure or foreclosure by sale.
 - § [49-25](#). Appraisal of property [Foreclosure by sale].
 - § [49-30](#). Omission of parties in foreclosure actions.

[Chapter 898](#). Pleading

§ [52-91a](#). Foreclosure. Redemption. Matter in demand.

LEGISLATIVE:

[Office of Legislative Research](#) reports summarize and analyze the law in effect on the date of each **report's** publication. Current law may be different from what is discussed in the reports.

- James Orlando, *Comparison of State Laws on Mortgage Deficiencies and Redemption Periods*, Connecticut General Assembly. Office of Legislative Research Report, [2010-R-0327](#). (rev. December 9, 2011).

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the [Connecticut Law Journal](#) and posted [online](#)

- Conn. Practice Book (2019).
 - [Chapter 6](#). Judgments
 - § 6-3(b). Judgment files; Captions and Contents—Preparation; When; By Whom; Filing
 - [Chapter 23](#). Miscellaneous Remedies and Procedures
 - § 23-17(b). Foreclosure of mortgages—Listing of Law Days

PAMPHLETS:

- Connecticut Fair Housing Center, [Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners](#) (11th ed.).

COURT FORMS:

Official Judicial Branch forms are frequently updated. Please visit the [Official Court Webforms page](#) for the current forms

- [JD-CV-46](#). Certificate of Judgment Foreclosure by Sale (rev. 12/99)
- [JD-CV-47](#). Certificate of Judgment of Strict Foreclosure (rev. 11/05)

FORMS:

- Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019). Unofficial forms. **Cd only.** Form 6-024. Satisfaction of judgment

- Christian R. Hoheb, Editor, *A Practical Guide to Residential Real Estate Transactions and Foreclosures in Connecticut* (2012).

Chapter 10. Title Issues in Foreclosure Practice
Exhibit 10B – Satisfaction of Judgment

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see our foreclosure section on our NewsLog at:
<http://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>
- Pezello v. Knight Development, LLC, Superior Court, Judicial District of New London at New London, No. 4004428 (July 12, 2006) (41 Conn. L. Rptr. 575) (2006 Conn. Super Lexis 2119) (2006 WL 2089213). **"The right of redemption in a foreclosure action is premised on possessing an interest in the property. General Statutes §§ 49-19 and 49-20, create a right of redemption only for the owner in equity and in subsequent encumbrancers. 'An obligor on or a guarantor of a note secured by a mortgage, who is not a mortgagor, has no interest in the property and is not an encumbrancer.'** *Connecticut National Bank v. Granby Griffin Road Associates*, supra, Superior Court, Docket No. CV 92 0514118 . . . Knight's interest as a party to a foreclosure action is limited to matters that may affect her personal liability for the foreclosure on the note (i.e., she may submit appraisals and seek to influence the manner of the foreclosure i.e. strict or sale) and not the foreclosure on the mortgage. *Connecticut National Bank v. Granby Griffin Road Associates*, supra."
- Ocwen Federal Bank, FSB v. Charles, 95 Conn. App. 315, 323-325, 898 A.2d 197, 204-205 (2006). **"Generally, foreclosure means to cut off the equity of redemption, the equitable owner's right to redeem the property.... The equity of redemption can be cut off either by sale or by strict foreclosure.... In Connecticut, strict foreclosure is the rule, foreclosure by sale the exception. A decree of strict foreclosure finds the amount due under the mortgage, orders its payment within a designated time and *provides that should such payment not be made, the debtor's right and equity of redemption will be forever barred and foreclosed. Most significantly, the effect of strict foreclosure is to vest title to the real property absolutely in the mortgagee and to do so without any sale of the property.* A judgment of strict foreclosure, when it becomes absolute and all rights of redemption are cut off, constitutes an appropriation of the mortgaged property to satisfy the mortgage debt." (Citations omitted; emphasis added; internal quotation marks omitted.) National City Mortgage Co. v. Stoecker, 92 Conn.App. 787, 793, 888 A.2d 95, cert. denied, 277 Conn. 925, 895 A.2d 799 (2006); see Farmers & Mechanics Bank v. Kneller, 40**

Conn.App. 115, 124, 670 A.2d 324 (1996) . . . In the present case, several of the issues presented by the defendants pertain to the foreclosure action. Essentially, the remedy sought by the defendants, with regard to the issues pertaining to the foreclosure action, is the restoration of their interest in the property, the equity of redemption. Because the law days have run and title absolutely has vested in the plaintiff, we cannot grant the **defendants the relief they seek.**"

- [Provident Bank v. Lewitt](#), 84 Conn. App. 204, 208-209, 852 A.2d 852, 855-856 (2004). "We conclude that the defendant's period of equitable redemption was not stayed when she filed a chapter 7 bankruptcy petition, although it was extended by sixty days after the filing of the petition. The defendant's bankruptcy petition was filed on January 9, 2003. The practical effect of [11 U.S.C.] § 108(b) is that the time in which a trustee (or if the bankruptcy petition is dismissed, the mortgagor) may cure a default or perform any other similar act expires at the end of the period settled for redemption or sixty days after the order for relief. The commencement of a voluntary bankruptcy case through the filing of a petition constitutes an order for relief. **11 U.S.C. § 301**. In this case, the equity of redemption was foreclosed on March 10, 2003, when the sixty day extended period lapsed without redemption by the defendant. Title became absolute in the plaintiff on March 13, 2003, the date the certificate of foreclosure was recorded on the land records. Thus, because the defendant failed to redeem during this period, she no longer had any right or interest in the property and title passed to the plaintiff."

WEST KEY NUMBERS:

- *Mortgages*
 - XI. Redemption
 - 2232. Right to redeem in general.
 - 2239. Persons entitled to redeem.
 - 2252. Time for redemption.

ENCYCLOPEDIAS:

- 55 *Am. Jur. 2d* Mortgages (2009).
 - IX. Remedies Upon Default; Rights of Purchaser and Mortgagor
 - H. **Mortgagor's Right to Redeem from Sale**
 - §§ 787-793. Redemption—In general
 - §§ 794-803. Who may redeem
 - §§ 804-810. Mode and conditions of redemption
 - §§ 811-818. Time for redemption
 - §§ 819-821. Loss of right to redeem
 - §§ 822-824. Effect of redemption
 - § 825. Remedies for fraudulently preventing timely redemption
- 59A *C.J.S.* Mortgages (2019).

XXIV. Redemption

- §§ 1356-1365. Redemption—In general
- §§ 1366-1378. Existence and nature of right
- §§ 1379-1407. Persons entitled to redeem
- §§ 1408-1410. Persons from whom redemption may be made
- §§ 1411-1427. Time for redemption
- §§ 1428-1440. Amount required to redeem
- §§ 1441-1451. Redemption procedures
- §§ 1452-1466. Accounting
- §§ 1467-1466. Tender and payment
- §§ 1477-1506. Actions for redemption
- §§ 1507-1511. Operation and effect of redemption

- Mark S. Dennison, J.D., *Sufficiency of Manner and Timeliness of Redemption of Real Estate Contract from Foreclosure*, 66 *POF3d* 267 (2002).

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019).
 - Chapter 10. Post-Judgment Proceedings
 - § 10-1: 4. Challenging the Debt after Redemption
 - § 10-2. Redemption
 - § 10-2: 1. In Strict Foreclosure
 - § 10-2: 1.1. Redemption by Encumbrancer on Only One of Multiple Parcels
 - § 10-2: 1.2. Redemption Rights of Owner as Against Attaching Creditor
 - § 10-2: 1.3. Satisfaction of Judgment
 - § 10-2: 1.4. Redemption by One Cotenant
 - § 10-2: 2. In Foreclosure by Sale
 - § 10-2: 3. Effect of Redemption on Post-Lis Pendens Attaching Creditor
- Connecticut Bar Association, *Connecticut Lawyers' Deskbook: A Reference Manual* (3rd ed. 2008).
 - Chapter 17. Real Property Foreclosure in Connecticut by Dennis P. Anderson, Denis R. Caron and Geoffrey K. Milne
 - Redemption, p. 449
- Geoff Walsh et al., *Home Foreclosures*, National Consumer Law Center (1st ed. 2019).
 - Chapter 8. Legal Defenses to Home Foreclosures
 - § 8.2.6. Redemption
 - Chapter 12. Issues Arising After a Foreclosure Sale
 - § 12.1.2. Redeeming the Home After the Foreclosure Sale
- 4 Richard R. Powell and Patrick J. Rohan, *Powell on Real Property* (2019).
 - Chapter 37. Mortgages and Mortgage Foreclosures
 - § 37.46. Statutory redemption

Section 4: Appeals and Foreclosure

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to appeals of foreclosure judgments.

SEE ALSO:

- [Motion for Articulation](#)
- [Motion for Review](#)

DEFINITIONS:

- “Upon the trial of all matters of fact in any cause or action in the Superior Court, whether to the court or jury, or before any judge thereof when the jurisdiction of any action or proceeding is vested in him, if either party is aggrieved by the decision of the court or judge upon any question or questions of law arising in the trial, including the denial of a motion to set aside a verdict, he may appeal to the court having jurisdiction from the final judgment of the court or of such judge, or from the decision of the court granting a motion to set aside a verdict, except in small claims cases, which shall not be appealable, and appeals as provided in sections 8-8 and 8-9.” Conn. Gen. Stat. § [52-263](#) (2019).
- **Stay of Execution in Noncriminal Cases. Strict Foreclosure—Motion Rendering Ineffective a Judgment of Strict Foreclosure.**
“In any action for foreclosure in which the owner of the equity has filed, and the court has denied, at least two prior motions to open or other similar motion, no automatic stay shall arise upon the **court’s denial of any** subsequent contested motion by that party, unless the party certifies under oath, in an affidavit accompanying the motion, that the motion was filed for good cause arising after the **court’s ruling on the party’s most recent** motion. Such affidavit shall recite the specific facts relied **on in support of the moving party’s claim of good** cause. If, notwithstanding the submission of such an affidavit of good cause, the plaintiff contends that there is no good **cause to stay the court’s** judgment of strict foreclosure pending resolution of the appeal, the plaintiff may seek termination of the automatic stay by filing a motion requesting such relief accompanied by an affidavit stating the **basis for the plaintiff’s claim. In the event such a** motion to terminate stay is filed, it shall be set down for argument and the taking of evidence, if necessary, on the second short calendar next following the filing of the motion. There shall be no automatic appellate stay in the event that the court grants the motion to terminate the stay and, if necessary, sets new law dates. There shall be no automatic stay pending a motion for review of an order terminating a stay under this subsection.” Conn. Practice Book § [61-11\(g\)](#) (2019).

- **Foreclosure by Sale—Motion Rendering Ineffective a Judgment of Foreclosure by Sale**

“In any action for foreclosure in which the owner of the equity has filed a motion to open or other similar motion, which motion was denied fewer than twenty days prior to the scheduled auction date, the auction shall proceed as scheduled notwithstanding **the court’s denial of the motion**, but no motion for approval of the sale shall be filed until the expiration of the appeal period following the denial of the motion without an appeal having been filed. The trial court shall not vacate the automatic stay following its denial of the motion during such appeal period.” **Conn. Practice Book § 61-11(h)** (2019).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the [Connecticut Law Journal](#) and posted [online](#).

- Conn. Gen. Stat. (2019).
 - [Chapter 902](#). Appeals to the Supreme Court
 - § [52-263](#). Appeals from Superior Court. Exceptions.

- Conn. Practice Book (2019).
 - Rules of Appellate Procedure
 - [Chapter 60](#). General Provisions Relating to Appellate Rules and Appellate Review
 - [Chapter 61](#). Remedy by Appeal
 - § 61-11. Stay of Execution in Noncriminal Cases
 - (g) Strict Foreclosure—Motion Rendering Ineffective a Judgment of Strict Foreclosure
 - (h). Foreclosure by Sale—Motion Rendering Ineffective a Judgment of Foreclosure by Sale
 - [Chapter 62](#). Chief Judge, Appellate Clerk and Docket: General Administrative Matters
 - [Chapter 63](#). Filing the Appeal; Withdrawals
 - § 63-1. Time to appeal
 - [Chapter 64](#). Procedure Concerning Memorandum of Decision
 - [Chapter 65](#). Transfer of Cases
 - [Chapter 66](#). Motions and Other Procedures
 - [Chapter 67](#). Briefs
 - [Chapter 68](#). Case File
 - [Chapter 69](#). Assignment of Cases for Argument

COURT FORMS:

Official Judicial Branch forms are frequently updated. Please visit the [Official Court Webforms page](#) for the current forms.

- [JD-SC-33](#). Appeal Form (rev. 11/17)
- [JD-SC-34](#). Appeal Form Instructions (rev. 7/16)

CASES:

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see our foreclosure section on our NewsLog at: <https://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>
- [U.S. Bank, N.A., Trustee v. Anna Morawska et al.](#), 165 Conn. App. 421, 425, 139 A.3d 747 (2016). “**This court reviews mortgage foreclosure appeals under the abuse of discretion standard. . . . A foreclosure action is an equitable proceeding. . . . The determination of what equity requires is a matter for the discretion of the trial court. . . . In determining whether the trial court has abused its discretion, we must make every reasonable presumption in favor of the correctness of its action. . . . Our review of a trial court’s exercise of the legal discretion vested in it is limited to the questions of whether the trial court correctly applied the law and could reasonably have reached the conclusion that it did.**” (Citations omitted; internal quotation marks omitted.) *Wells Fargo Bank, N.A. v. Khatun*, 146 Conn. App. 618, 620, 78 A.3d 222 (2013).
- [MCC Funding, LLC v. Beverly Hills Suites](#), 137 Conn. App. 77, 80-81, 46 A.3d 1015, 1018 (2012). “[O]nce an appeal is taken, a stay is automatically imposed on the foreclosure action. See Practice Book § 61-11. Whether the appeal is dismissed or remanded to the trial court, the trial court will necessarily have to set new law days. One of the distinguishing features of a defendant’s appeal from a judgment of strict foreclosure is that a remand to the trial court is almost always required, even if the appeal resulted in a finding of no error in entry of the original judgment. Since the taking of an appeal stays the passing of the law days, once the appeal is concluded the trial court must once again act on the case and set new law days. D. Caron, Connecticut Foreclosures (2d Ed.1989) § 17.03.’ (Internal quotation marks omitted.) [L & R Realty v. Connecticut National Bank](#), 53 Conn.App. 524, 548-49, 732 A.2d 181, cert. denied, 250 Conn. 901, 734 A.2d 984 (1999).”
- [U.S. Bank National Association v. Jaquessa](#), 132 Conn. App. 812, 814-815, 34 A.3d 1005, 1006-1007 (2012). “**It is fundamental that claims of error must be distinctly raised and decided in the trial court . . . Practice Book § 60-5 provides in relevant part that our appellate courts**

'shall not be bound to consider a claim unless it was distinctly raised at the trial...' . . . As our Supreme Court has explained, '[t]he reason for the rule is obvious: to permit a party to raise a claim on appeal that has not been raised at trial—after it is too late for the trial court or the opposing party to address the claim—would encourage trial by ambush, which is unfair to both the trial court and the opposing party.' (Internal quotation marks omitted.) [State v. Dalzell](#), 282 Conn. 709, 720, 924 A.2d 809 (2007)."

- [Franklin Credit Management Corp. v. Nicholas](#), 73 Conn. App. 830, 838, 812 A.2d 51, 57 (2002). "Mortgage foreclosure appeals are reviewed under an abuse of discretion standard." etc.
- [Continental Capital Corp. v. Lazarte](#), 57 Conn. App. 271, 274, 749 A.2d 646, 648 (2000). "A party may not effectively be deprived of the right to appeal within the twenty days by having the law day pass within that time, thereby causing a loss of the right of redemption. The defendant's motion, therefore, cannot be deemed to be untimely filed under these circumstances; she must be afforded due process in the form of a hearing and a determination on the merits of her motion to open."

Motion for Articulation

- [Bank of N.Y. Mellon v. Horsey](#), 182 Conn. App. 417, 430, 190 A.3d 105 (2018). "It is the appellant's burden to provide this court with an adequate record for review of all claims raised on appeal. Practice Book § 61-10 (a). In a situation in which the court has not set forth the factual and legal basis for a discretionary ruling, and the appellant has failed to seek an articulation in accordance with Practice Book § 66-5, we must presume that the court acted correctly and can only conclude that there has been an abuse of discretion if such abuse is apparent on the face of the record before us."

WEST KEY NUMBERS:

- *Mortgages*
 - XIII. Appellate Review
 - 2193. Decisions reviewable
 - 2196. Right of review
 - 2197. Presentation and reservation in lower court of grounds of review
 - 2198. Taking and perfecting appeal or other proceeding
 - 2203. Effect of appeal or other proceeding
 - 2211. Scope and mode of review

ENCYCLOPEDIAS:

- James L. Isham, Annotation, *Constitutionality, construction, and application of statute as to effect of taking appeal, or staying execution, on right to redeem from execution or judicial sale*, 44 [ALR4th](#) 1229 (1986).

- 55 *Am. Jur. 2d* Mortgages (2009).
IX. Remedies Upon Default; Rights of Purchaser and Mortgagor
§§ 787-825. Mortgagor's Right to Redeem from Sale
§ 814. Effect of appeal
- 59A *C.J.S.* Mortgages (2019).
XXIII. Foreclosure by Action
§§ 1078-1088. Appellate Review
- 2 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney's Manual of Practice and Procedure* (9th ed. 2019).
Chapter 20. Appeals
 - § 20-1. Introduction
 - § 20-1: 1. Noncompliance with Practice Book Notice Requirements Does Not Stay Appeal Period
 - § 20-1: 2. Nunc Pro Tunc Dismissal Not Available
 - § 20-2. The Finality Test
 - § 20-2: 1. Advisory Opinions
 - § 20-3. Strict Foreclosure
 - § 20-3: 1. Mootness Issue Resolved
 - § 20-4. Foreclosure by Sale
 - § 20-4: 1. Judgment of Foreclosure by Sale
 - § 20-4: 2. Approval of Sale
 - § 20-4: 3. Supplemental Judgment
 - § 20-4: 3.1. Determination of Priorities Not Directly Appealable
 - § 20-5. Appointment of Receiver of Rents
 - § 20-5: 1. **Order for Disbursement of Receiver's Funds**
 - § 20-6. Motion to Reopen Judgment
 - § 20-6: 1. Scope of Issues Properly Appealed From
 - § 20-6: 2. New Practice Book Rule
 - § 20-6: 3. Non-Compliance with Practice Book Default Rules
 - § 20-6: 4. Effect of Tardy Return of Appraisal
 - § 20-6: 5. The *Homes of Westport* Dilemma
 - § 20-7. Appeal by Committee
 - § 20-8. Appeal of Order Granting Application for Protection From Foreclosure
 - § 20-9. Appeal by Property Owner of Interlocutory Order
 - § 20-10. Motion to Strike
 - § 20-11. Motion for Summary Judgment
 - § 20-12. Execution of Ejectment
 - § 20-13. Motion to Intervene

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- Connecticut Bar Association, *Connecticut Lawyers' Deskbook: A Reference Manual* (3rd ed. 2008).
Chapter 17. Real Property Foreclosure in Connecticut
by Dennis P. Anderson, Denis R. Caron and Geoffrey
K. Milne
Extension of law day - Appeals, pp. 450 - 452

Section 5: Execution of Ejectment

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to an execution of ejectment in mortgage foreclosure actions.

DEFINITIONS:

- “In any action brought for the foreclosure of a mortgage or lien upon land, or for any equitable relief in relation to land, the plaintiff may, in his complaint, demand possession of the land, and the court may, if it renders judgment in his favor and finds that he is entitled to the possession of the land, issue execution of ejectment, commanding the officer to eject the person or persons in possession of the land and to put in possession thereof the plaintiff or the party to the foreclosure entitled to the possession by the provisions of the decree of said court, provided no execution shall issue against any person in possession who is not a party to the action except a transferee or lienor who is bound by the judgment by virtue of a lis pendens. The officer shall eject the person **or persons in possession and may remove such person’s possessions and personal effects and deliver such possessions and effects to the place of storage designated by the chief executive officer of the town for such purposes.**” Conn. Gen. Stat. § [49-22\(a\)](#) (2019).
- “Unless otherwise ordered by the judicial authority at the time it renders the judgment of strict foreclosure, the following provisions shall be deemed to be part of every such judgment: (2) That the defendants, and all persons claiming possession of the premises through any of the defendants under any conveyance or instrument executed or recorded subsequent to the date of the lis pendens or whose interest shall have been thereafter obtained by descent or otherwise, deliver up possession of the premises to the plaintiff or the defendant redeeming in accordance with this decree, with stay of execution of ejectment in favor of the redeeming defendant until one day after the time herein limited to redeem, and if all parties fail to redeem, then until the day following the last **assigned law day.**” Conn. Practice Book § [23-17\(b\)\(2\)](#) (2019).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to

- Conn. Gen. Stat. (2019).
 - [Chapter 846](#). Mortgages
 - § [49-22](#). Execution of ejectment on foreclosure judgment. Disposition of property.
 - § [49-22a](#). Execution of ejectment on foreclosure judgment on mortgage guaranteed by **Administrator of Veterans’ Affairs**.
 - § [49-23](#). Ejectment by mortgagee barred by tender of debt and costs.
 - § [49-26](#). Conveyance; title of purchaser. (See

LEGISLATIVE:

[Office of Legislative Research](#) reports summarize and analyze the law in effect on the date of each **report's** publication. Current law may be different from what is discussed in the reports.

COURT RULES:

Amendments to the Practice Book (Court Rules) are published in the [Connecticut Law Journal](#) and posted [online](#).

- George Coppolo, *Foreclosure and Ejectment*, Connecticut General Assembly. Office of Legislative Research Report, [2003-R-0813](#). (November 12, 2003).

- Conn. Practice Book (2018). [Chapter 23](#). Miscellaneous Remedies and Procedures § 23-17(b)(2). Foreclosure of mortgages—Listing of Law Days. "That the defendants, and all persons claiming possession of the premises through any of the defendants under any conveyance or instrument executed or recorded subsequent to the date of the lis pendens or whose interest shall have been thereafter obtained by descent or otherwise, deliver up possession of the premises to the plaintiff or the defendant redeeming in accordance with this decree, with stay of execution of ejectment in favor of the redeeming defendant until one day after the time herein limited to redeem, and if all parties fail to redeem, then until the day following the last assigned law day."

PAMPHLETS:

- Connecticut Fair Housing Center, [Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners](#) (11th ed.).

Execution of ejectment, pp. 18, 33, 40

COURT FORMS:

Official Judicial Branch forms are frequently updated. Please visit the [Official Court Webforms page](#) for the current forms.

- [JD-CV-30](#). Application and Execution for Ejectment, Mortgage Foreclosure (rev. 1/16)
- [JD-CV-101](#). Foreclosure, Motion For Possession (New 09/08)

FORMS:

- Connecticut Fair Housing Center, [Representing Yourself in Foreclosure: A Guide for Connecticut Homeowners](#) (11th ed.).

Form 12. Motion for Stay of Ejectment

CASES:

- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see our foreclosure section on our NewsLog at: <https://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Seminole Realty, LLC v. Sekretaev](#), 192 Conn. App. 405, 415–16 (2019). “The question at the heart of this appeal is the effect of the bankruptcy court’s suspension of the plaintiff’s in rem relief for sixty days. We conclude that the bankruptcy court’s suspension of the plaintiff’s in rem relief extended the law day for sixty days and, therefore, title vested in the plaintiff on October 16, 2018, due to the defendant’s failure to redeem. See *Provident Bank v. Lewitt*, 84 Conn. App. 204, 206–209, 852 A.2d 852, cert. denied, 271 Conn. 924, 859 A.2d 580 (2004); see also 11 U.S.C. § 108 (b). The trial court, therefore, did not abuse its discretion on November 28, 2018, by overruling the defendant’s objection to the execution of ejectment or by denying his emergency motion for a stay.
- [McLoughlin v. Martin](#), Superior Court, Judicial District of New Britain, No. HHB-CV13-6023306S (March 23, 2016) 62 Conn. L. Rptr. 72) (2016 WL 1371255). “Whether a state marshal owes a fiduciary duty to a person subject to ejectment appears to be one of first impression. Our Appellate Court has recently **held that**, ‘under Connecticut law, municipal officers . . . do not owe a fiduciary duty to the public whom they serve except as may be imposed by statute under specific circumstances.’ [Candlewood Hills Tax District v. Medina](#), 143 Conn.App. 230, 245, 74 A.3d 421, cert. denied, 310 Conn. 929, 78 A.3d 856 (2013). As, arguably, a state officer is entitled to greater **immunity than a municipal officer, the court’s holding** appears applicable to a state marshal as well. Therefore, Martin, as a state marshal, does not owe a general duty to a member of the public, such as McLoughlin.

Nevertheless, § 49–22 and the order of ejectment both impose a fiduciary duty under specific circumstances. In this case, once Martin has exercised his discretion to **store McLoughlin’s property in a designated facility, he** has assumed a duty to McLoughlin.”

- [University Towers Owners Corp. v. Gursej](#), Superior Court, Judicial District of New Haven at New Haven, No. NNH-CV13-6043383-S (October 21, 2014) (59 Conn. L. Rptr. 143) (2014 Conn. Super. Lexis 2548) (2014 WL 6462229). “**Once the sale becomes complete and absolute—once it is judicially approved—it becomes** subject to enforcement in all respects. This means that upon approval, after the appeal period has lapsed, a court may issue orders necessary to compel payment and effectuate the conveyance of title and possession . . . The statutory scheme confers to the court symmetrical authority over the new owner and the former owner. The purchaser can, if necessary, be forced to complete the acquisition, while the former owner can be forced to relinquish possession after the foreclosure sale has been ratified and the appeal period has expired. This latter

process is carried out, if necessary, by execution of ejectment under Section 49-26. It is justified because, once the sale is ratified, the previous owner no longer has right, title or interest in the foreclosed property.”

- University Towers Owners Corp. v. Gursey, Superior Court, Judicial District of New Haven at New Haven, No. NNH-CV13-6043383-S (October 21, 2014) (59 Conn. L. Rptr. 143) (2014 Conn. Super. Lexis 2548) (2014 WL 6462229). **“In addition to judicial approval of the sale and the running of the appeal period, there is another prerequisite to issuance of an execution of ejectment: an order of possession. See 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures*, §7-18, at 416-17 (2011). The authority conferred by Section 47-26 to order possession at the time of approval of the sale is not self-executing, and ‘does not occur as an automatic or incidental consequence of approval.’ *Id.* at 417.”**

- Wachovia Bank v. Hennessey, Superior Court, Judicial District of Hartford at Hartford, No. CV 05-4016481 (October 25, 2007) (44 Conn. L. Rptr. 420) (2007 Conn. Super. Lexis 2891) (2007 WL 4105504). “In [Tappin v. Homecomings Financial Network, Inc.](#), 265 Conn. 741 (2003), the Supreme Court explored the legislative history of §49-22(a) and determined that ‘person’ in that statute was intended to refer to a tenant. . .

The settled common law of other states is that a family member of a mortgagor foreclosed upon does not have to be named as a party in the foreclosure action to have an execution of ejectment issued. As noted in 58 ALR 2d (701, 773), ‘Apart from situations in which the wife claims an interest in real property in her own right, it has been generally held that she may be dispossessed under execution of a judgment rendered against the husband in an action for recovery of the property, **although she was not a party to that proceeding.**’ . . . The reason for the rule is that the wife’s possession is in privity with that of the husband’s and does not arise independent of his.

In contrast, tenants have a separate, legal right of possession. . . But members of the family of the mortgagor, servants and guests live in the house by leave of the homeowner and they lose their right of occupancy when the homeowner-**mortgagor loses his.**”

- [Tappin v. Homecomings Financial Network, Inc.](#), 265 Conn. 741, 743, 753-754, 830 A.2d 711, 713-714, 720 (2003). “The principal issue raised by this writ of error is whether a party who has acquired title to a property through a foreclosure action can eject a tenant who took possession after the lis pendens was filed, when the tenant was not joined as a party to the foreclosure action pursuant to General Statutes § 49-22(a) . . . The plaintiff

claims that § 49-22(a) prohibits the issuance of an execution of ejectment against a tenant who was not named as a party to the foreclosure action. We agree with the plaintiff.”

**WEST KEY
NUMBERS:**

**TEXTS &
TREATISES:**

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- *Mortgages*
2055(2). Possession by purchaser—Remedies for recovery—Ejectment.
- 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney’s Manual of Practice and Procedure* (9th ed. 2019).
Chapter 10. Post-Judgment Proceedings
§ 10-4. The Execution of Ejectment
§ 10-4: 1. Protecting Tenants at Foreclosure Act of 2009
§ 10-4: 1.1. The Notice Requirement
§ 10-4: 1.2. When Can the Notice be Sent?
§ 10-4: 1.3. Special Provisions Relating to Section 8 Tenants
§ 10-4: 1.4. State Law Now Parrots the Federal Act
§ 10-4: 1.4a. Areas of Divergence from the Federal Act
§ 10-4: 1.4a1. Sunsetting Provisions
§ 10-4: 1.4a2. The Qualifying Tenant Requirements
§ 10-4: 2. Stay of Execution of Ejectment for Residential Tenants
§ 10-4: 3. “Protected” Tenants Under Eviction Law
§ 10-4: 4. Veterans’ Administration Guaranteed Mortgages
§ 10-4: 5. When Ejectment Barred
§ 10-4: 6. Cash for Keys
§ 10-4: 7. Post-Foreclosure Disposition of Owner’s Personalty
§ 10-4: 7.1. Entry and Detainer
- 2 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney’s Manual of Practice and Procedure* (9th ed. 2019).
Chapter 20. Appeals
§ 20-12. Execution of ejectment
- Connecticut Bar Association, *Connecticut Lawyers’ Deskbook: A Reference Manual* (3rd ed. 2008).
Chapter 17. Real Property Foreclosure in Connecticut by Dennis P. Anderson, Denis R. Caron and Geoffrey K. Milne
Some common problems
Obtaining possession for the purchaser, pp. 440 - 441
Extension of law day

Obtaining possession, p. 450

- 3 Joel M. Kaye and Wayne D. Efron, *Connecticut Practice Series: Civil Practice Forms* (4th ed. 2004).
Authors' Commentary for Form 707.7-A (JD-CV-30)
- Geoff Walsh et al., *Home Foreclosures*, National Consumer Law Center (1st ed. 2019).
Chapter 10. Issues Arising After a Foreclosure Sale
§ 10.9 Former Owners in Possession of Property Following Foreclosure

Section 6: Tenant Issues

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to tenant issues in foreclosure.

DEFINITIONS:

- “(a) For purposes of this section: **(1) ‘Bona fide tenant’** means a tenant who (A) is not the mortgagor or owner of the property, and (B) entered into the rental agreement in an arms-length transaction; and **(2) ‘Premises’, ‘rental agreement’ and ‘tenant’** have the same meanings as provided in section 47a-1.
(b) Whenever a mortgage or lien of residential real property has been foreclosed and there is a bona fide tenant in possession on the date absolute title to the property vests in the mortgagee, lienholder or successor in interest, any execution of ejectment issued pursuant to section 49-22 against such tenant shall be stayed and no summary process action pursuant to chapter 832 or other action to dispossess such tenant shall be commenced until (1) in the case of a written rental agreement entered into more than sixty days before the commencement of the foreclosure action, the expiration date contained in such rental agreement or sixty days after the date absolute title vests in the mortgagee, lienholder or successor in interest, whichever occurs first, or (2) in the case of a rental agreement other than one described in subdivision (1) of this subsection, thirty days after the date absolute title vests in the mortgagee, lienholder or successor in interest, except that a summary process action or other action to dispossess such tenant may be commenced prior to such date for a reason set forth in section 47a-23 or 47a-31 other than for the reason that the tenant no longer has the right or privilege to occupy the premises as a result of **such judgment of foreclosure.**” Conn. Gen. Stat. § [47a-20e](#) (2019).
- “Upon the foreclosure of a mortgage or lien of residential real property, any money or other valuable consideration offered by a mortgagee, lienholder or other successor in interest to a tenant in possession as an incentive to vacate the premises shall be at least equal in amount or value to the greater of (1) the security deposit and interest that would be due such tenant pursuant to chapter 831 upon the termination of the tenancy plus any such security deposit and interest, (2) **two months’ rent, or (3) two** thousand dollars. No mortgagee, lienholder or other successor in interest may require a tenant in possession, as a condition of the receipt of such money or other valuable consideration, to waive or forfeit any rights or remedies such tenant may have under law against such mortgagee, lienholder or successor in interest other than the right to bring an action to reclaim the security deposit and **interest that would be due such tenant.**” Conn. Gen. Stat. § [47a-20f](#) (2019).

- “(a) In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property that has a return date on or after July 13, 2011, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to (1) the provision, by such successor in interest, of a notice to vacate to any bona fide tenant not less than ninety days before the effective date of such notice; and (2) the rights of any bona fide tenant, as of the date absolute title vests in such successor in interest (A) under any bona fide lease entered into before such date to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the ninety-day notice under subdivision (1) of this subsection; or (B) without a lease or with a lease terminable at will under state law, subject to the receipt by the tenant of the ninety-day notice under subdivision (1) of this subsection, except that nothing under this section shall affect the requirements for termination of any federally subsidized or state-subsidized tenancy or of any state or local law that provides longer time periods or other additional protections for tenants.

(b) For purposes of this section, a lease or tenancy shall be considered bona fide only if (1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant, (2) the lease or tenancy was the result of an arms-length transaction, and (3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a federal, state or local subsidy.

(c) For purposes of this section, the term “federally-related mortgage loan” has the same meaning as in 12 USC 2602(1), the Real Estate Settlement Procedures Act of 1974. For purposes of this section, the date of a notice of foreclosure shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust or security deed.” Conn. Gen. Stat. § [49-31p](#) (2019).

- “(a) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of a lease, vacating the property prior to sale shall not constitute other good cause for terminating the lease of a tenant who is a recipient of assistance under 42 USC 1437f(o), the federal Housing Choice Voucher Program, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner (1) will occupy the unit as a primary residence, and (2) has provided the tenant a notice to vacate at least ninety days before the effective date of such notice.

(b) In the case of any foreclosure on any federally-related mortgage loan, as that term is defined in 12 USC 2602(1), the Real Estate Settlement Procedures Act of 1974, or on any residential real property in which a recipient of assistance under 42 USC 1437(o), the federal Housing Choice Voucher Program, resides, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the housing assistance payments contract between the prior owner and the public housing agency for the occupied unit, except that this provision and the provisions related to foreclosure in subsection (a) of this section shall not affect any state or local law that provides longer time periods or other additional protections for tenants." Conn. Gen. Stat. § [49-31q](#) (2019).

Collection of rental payments without legal title. "Any previous mortgagor of real property against whom a final judgment of foreclosure has been entered, who continues to collect rental payments on such property after passage of such mortgagor's law day, and who has no legal right to do so, shall be subject to the penalties for larceny under sections 53a-122 to 53a-125b, inclusive, depending on the amount involved." Conn. Gen. Stat. § [49-17a](#).

STATUTES:

You can visit your local law library or search the most recent [statutes](#) and [public acts](#) on the Connecticut General Assembly website to confirm that you are using the most up-to-date statutes.

- Conn. Gen. Stat. (2019).
 - [Chapter 830](#). Rights and Responsibilities of Landlord and Tenant
 - § [47a-20e](#). Protection of tenant in foreclosed property.
 - § [47a-20f](#). Offer of incentive to tenant in foreclosed property to vacate.
 - [Chapter 846](#). Mortgages
 - § [49-17a](#). Collection of rental payments without legal title.
 - § [49-31p](#). Successor in interest in foreclosed property secured by federally-related mortgage loan. Assumption of interest limited. Definitions.
 - § [49-31q](#). Successor in interest in foreclosed property. Termination of tenant lease and assumption of interest subject to tenant lease.

PAMPHLETS:

- Connecticut Network for Legal Aid, [A Renter's Rights During and After Foreclosure](#) (Dec. 2018).
- Connecticut Department of Banking, [Rights and Responsibilities of Landlords and Tenants in Foreclosed Properties](#).

CASES:

- For summaries of recent CT Supreme and Appellate Court foreclosure cases, see our foreclosure section on our NewsLog at: <https://jud.ct.gov/LawLib/LawLibNews/Default.aspx?CatID=14>

Once you have identified useful cases, it is important to update the cases before you rely on them. Updating case law means checking to see if the cases are still good law. You can [contact your local law librarian](#) to learn about the tools available to you to update cases.

- [Nutmeg Fin. Holdings, LLC v. 249 River St., LLC](#), Superior Court, Judicial District of Waterbury, No. UWYCV186039241 (Sept. 11, 2018) (2018 WL 4656028). **"The second issue** presented to the court is whether the ninety-day notice is required if the defendants are no longer bona fide tenants at the time the foreclosing plaintiff takes title. The court answers this question in the negative. The notice requirements of the PTFA and General Statutes § 49-31p only apply to bona fide tenants. In this regard, however, the court finds that Munoz and Acevedo were in default of their rental agreements at the time the plaintiff took title pursuant to the judgment of strict foreclosure on July 26, 2018, and, thus, were not bona fide tenants.
- [Customers Bank v. Boxer](#), 148 Conn. App. 479, 485-487, 84 A.3d 1256, 1260-1261 (2014). **"The PTFA does not define the term 'receipt of rent.'** Nevertheless, we turn to our General Statutes for guidance as the PTFA does not preempt state law with respect to the requirements of eviction proceedings . . . General Statutes § 47a-1 (h) **defines 'rent' as 'all periodic payments to be made to the landlord under the rental agreement.'** . . . Accordingly, we consider a bona fide lease or tenancy for purposes of applying the PTFA in Connecticut to be a lease or tenancy that requires the receipt of periodic monetary payments or periodic payments of something of value, to the landlord in satisfaction **of the tenant's obligation,** 'that [are] not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State or local **subsidy.'** (Emphasis added.) Pub. L. No. 111-22, § 702 (b). Applying the law to these facts, the defendant must establish that the oral agreement for repairs and improvements in lieu of rent required the receipt of periodic payments of something of value delivered to the prior owner in satisfaction of the **defendant's** obligation and that the value was reasonably commensurate with the fair market rent of the property. Failure to establish either of these elements renders the PTFA inapplicable."
- [Konover Residential Corp. v. Elazazy](#), 148 Conn. App. 470, 87 A.3d 1114 (2014). **"Alleging that the plaintiff had failed to** comply with the notice requirements of the federal Protecting Tenants at Foreclosure Act (act), the defendants filed motions **to dismiss the plaintiff's** summary process actions. In their **consolidated appeal from the court's** denial of these motions, the defendants renew their contention that the recent foreclosure of the mortgage on the underlying property of Eno Farms precludes their eviction from their apartments for any reason. Like the trial court, we are not persuaded . . . The record discloses no factual or legal relationship between the mortgage **foreclosure and the defendants'** failure to recertify their financial circumstances. **Under the defendants'** construction of the act, any tenant could invoke the fact of the mortgage foreclosure to justify noncompliance with any

and all provisions of their individual leases, including, for example, the obligation to pay rent. We are not persuaded that Congress intended the act to have such far-reaching consequences.”

- [Tappin v. Homecomings Financial Network, Inc.](#), 265 Conn. 741, 753-754, 759, 830 A.2d 711, 720, 722-723 (2003). “The plaintiff claims that § 49-22(a) prohibits the issuance of an execution of ejectment against a tenant who was not named as a party to the foreclosure action. We agree with the plaintiff . . . In [Federal Home Loan Mortgage Corp. v. Van Sickle](#), 52 Conn. App. 37, 42, 726 A.2d 600 (1999), the **Appellate Court stated:** “[A] foreclosing mortgagee ... has two options for obtaining possession of premises from a tenant. The mortgagee can name the tenant as a party in the foreclosure action and obtain a judgment of ejectment pursuant to ... § 49-22, or after obtaining title, the mortgagee can proceed with a summary process action pursuant to [General Statutes] § 47a-23.”

ENCYCLOPEDIAS:

- John R. Higgitt, Annotation, *Construction and Application of Protecting Tenants at Foreclosure Act of 2009*, Pub. L. 111-22, 123 Stat. 1660 (Note to 12 U.S.C.A. § 5220), 65 [ALR Fed 2d](#) 217 (2012).
- 52B *C.J.S.* Landlord & Tenant (2012).
XII. Reentry and Recovery of Possession by Landlord
§ 1606. Tenants possessing foreclosed premises

TEXTS & TREATISES:

Each of our law libraries own the Connecticut treatises cited. You can [contact](#) us or visit our [catalog](#) to determine which of our law libraries own the other treatises cited or to search for more treatises.

- 1 Denis R. Caron and Geoffrey K. Milne, *Connecticut Foreclosures: An Attorney’s Manual of Practice and Procedure* (9th ed. 2019).
Chapter 10. Post-Judgment Proceedings
§ 10-4. The Execution of Ejectment
§ 10-4:1. Protecting Tenants at Foreclosure Act of 2009
§ 10-4:1.1. The Notice Requirement
§ 10-4:1.2. When Can the Notice Be Sent?
§ 10-4:1.3. Special Provisions Relating to Section 8 Tenants
§ 10-4:1.4. State Law Now Parrots the Federal Act
§ 10-4:1.4a. Areas of Divergence from the Federal Act
§ 10-4:1.4a1. Sunsetting Provisions
§ 10-4:1.4a2. The Qualifying Tenant Requirements
§ 10-4:2. Stay of Execution of Ejectment for Residential Tenants
§ 10-4:3. “Protected” Tenants Under Eviction Law
§ 10-4:4. Veterans’ Administration Guaranteed Mortgages
§ 10-4:5. When Ejectment Barred

§ 10-4:6. Cash for Keys
§ 10-4:7. Post-Foreclosure Disposition of
Owner's Personality

- Geoff Walsh et al., *Home Foreclosures*, National Consumer Law Center (1st ed. 2019).
 - Chapter 10. Issues Arising After a Foreclosure Sale
 - § 10.8. Rights of Tenants in Possession Following Foreclosure on Their **Landlord's Property**
 - § 10.8.1 Federal Protections
 - § 10.8.1.1 Overview
 - § 10.8.1.1a Protecting Tenants at Foreclosure Act
 - § 10.8.1.2 Fannie Mae and Freddie Mac Mortgages
 - § 10.8.1.3 FHA-Insured Mortgages
 - § 10.8.1.4 Section 8 Tenants
 - § 10.8.2 State Law
 - § 10.8.2.1 Overview
 - § **10.8.2.2 State "Good Cause" Eviction Statutes**
 - § 10.8.2.3 Other State Statutes Offer Protections to Tenants
 - § 10.8.2.3.1 In general
 - § 10.8.2.3.2 Notice requirements and lease protections
 - § 10.8.2.3.3 Notice to existing tenants of a pending foreclosure
 - § 10.8.2.3.4 Disclosure of foreclosure to prospective tenants
 - § 10.8.2.3.5 Utility shutoffs
 - § 10.8.2.3.6 Security deposits
 - § 10.8.2.3.7 Sealing eviction records
 - § 10.8.2.3.8 Cash for keys
 - § 10.8.2.4 Redemption or Purchase by Group of Tenants
 - § 10.8.3 Rights of Tenants If Their Landlord Files Bankruptcy

LAW REVIEWS:

Public access to law review databases is available on-site at each of our [law libraries](#).

- Aleatra P. Williams, *Real Estate Market Meltdown, Foreclosures and Tenants' Rights*, 43 Indiana Law Review 1185 (2010).