

Superseded 5/10/2016

78B-6-901.5 Notice to tenant on residential property to be foreclosed.

- (1) As used in this section, "residential rental property" means property on which a mortgage was given to secure an obligation the stated purpose of which is to finance residential rental property.
- (2) Within 20 days after filing an action under this part to foreclose property that includes or constitutes residential rental property, the plaintiff in the action shall:
 - (a) post a notice:
 - (i) on the primary door of each dwelling unit on the property that is the subject of the foreclosure action, if the property has fewer than nine dwelling units; or
 - (ii) in at least three conspicuous places on the property that is the subject of the foreclosure action, if the property to be sold has nine or more dwelling units; or
 - (b) mail a notice to the occupant of each dwelling unit on the property that is the subject of the foreclosure action.
- (3) The notice required under Subsection (2) shall:
 - (a) be in at least 14-point font;
 - (b) include the name and address of:
 - (i) the owner of the property;
 - (ii) the trustor or mortgagor, as the case may be, on the instrument creating a security interest in the property;
 - (iii) the trustee or mortgagee, as the case may be, on the instrument; and
 - (iv) the beneficiary, if the instrument is a trust deed;
 - (c) contain the legal description and address of the property; and
 - (d) include a statement in substantially the following form:

"Notice to Tenant

An action to foreclose the property described in this notice has been filed. If the foreclosure action is pursued to its conclusion, the described property will be sold at public auction to the highest bidder unless the default in the obligation secured by this property is cured.

If the property is sold, you may be allowed under federal law to continue to occupy your rental unit until your rental agreement expires, or until 90 days after the sale of the property at auction, whichever is later. If your rental or lease agreement expires after the 90-day period, you may need to provide a copy of your rental or lease agreement to the new owner to prove your right to remain on the property longer than 90 days after the sale of the property.

You must continue to pay your rent and comply with other requirements of your rental or lease agreement or you will be subject to eviction for violating your rental or lease agreement.

The new owner or the new owner's representative will probably contact you after the property is sold with directions about where to pay rent.

The new owner of the property may or may not want to offer to enter into a new rental or lease agreement with you at the expiration of the period described above."

- (4) The failure to provide notice as required under this section or a defect in that notice may not be the basis for challenging or defending a foreclosure action or for invalidating a sale of the property pursuant to a foreclosure action.