

UNLAWFUL CREDITOR BEHAVIOR

HAS YOUR MORTGAGE COMPANY, ANOTHER CREDITOR OR A BANK DONE ANY OF THESE THINGS TO YOU? DEPENDING ON YOUR INDIVIDUAL CIRCUMSTANCES, ANY OF THE FOLLOWING MAY BE A VIOLATION OF STATE AND FEDERAL LAW AND YOU MAY BE ENTITLED TO MONEY DAMAGES AND YOUR ATTORNEY MAY SEEK PAYMENT OF HIS OR HER FEES FROM THE CREDITOR WHO VIOLATED THE LAW. THIS MAY NOT BE A COMPREHENSIVE LIST, BUT YOU GET THE POINT...

CHECK ALL THAT APPLY:

GENERAL DEBT COLLECTION VIOLATIONS:

- Sending collection letters directly to you while you are represented by an attorney
- Calling you directly when you are represented by an attorney
- Contacting you after you have notified the debt collector in writing that you refuse to pay the debt and that the debt collector must cease all further communication
- Sending you or a third party mail which reveals on the envelope that it involves debt collection
- Sending you or a third party a postcard related to your debt
- Calling you before 8am and after 9pm
- Excessive phone calls
- Calling you during your regular work, church, or other inconvenient hours after you asked them to call a different time because those hours are inconvenient for you
- Calling you at work when the debt collector knows you are prohibited from receiving personal calls
- Leaving you a message without disclosing that the call is an attempt to collect a debt
- Leaving you a message without disclosing the name of the debt collector's business
- Leaving a message with the your co-worker, family or household member, neighbor
- Calling you on your cell phone without your permission
- Threatening legal action the creditor cannot take or does not intend to take

- Threatening to disable your property
- Threatening to take possession of your property without a lawsuit
- Threatening criminal prosecution
- Threatening to disclose your debt to a third party, i.e. employer
- Disclosing your debt to a third party without your permission
- Calling a third party for any other person than to confirm or correct your location information
- Failing to tell a third party the debt collector is confirming or correcting your location information
- Contacting the same third party more than once (unless requested to do so)
- Advertising your debt for sale to the public
- Failing to disclose the name and address of the original creditor
- Failing to disclose the amount of the debt
- Misstating the amount of the debt
- Failing to provide or concealing information about your right to request validation of the debt
- Failing to disclose that the communication is “an attempt to collect a debt and any information obtained will be used for that purpose”
- Using false, deceptive and/or misleading statements, letters, or communications to collect a debt
- Using false, deceptive and/or misleading statements to obtain information about a consumer
- Attempting to collect on a non-existent debt, i.e. debt discharged in bankruptcy
- Attempting to collect from you a debt owed by another
- Attempting to collect amounts that were not part of your original contract, i.e. fees, taxes, insurance, etc.
- Attempting to collect a debt that is more than 5 years old

MORTGAGE SERVICING VIOLATIONS :

- If your insurance and taxes are held in an escrow account, failing to pay your annual taxes or insurance premiums on or before they are due, and causing you to have to pay a penalty for the late payments (*you cannot be more than 30 days late on your payments*)
- Failing to pay your taxes from your escrow account on the earliest date due so that you may pay the lowest tax bill (*you cannot be more than 30 days late on payments*)

- Failing to pay your hazard insurance premium when it is due from escrow funds already on hand (*even if you are more than 30 days late on your mortgage payments*)
- Failing to pay your hazard insurance premium on your existing policy on time after receiving an annual statement, even if you are more than 30 days late, unless you canceled your existing policy or failed to renew your policy (*the mortgage servicer cannot refuse to pay your existing premium simply because your escrow account is short*)
- Force-placing hazard insurance on your account even though you already have your own insurance policy
- Seeking recoupment from you for advancing premiums to pay for a force-placed insurance policy when the servicer failed to timely pay the premium on your existing policy
- Failing to notify you of a servicing sale or transfer within 15 days **before** the effective date of the transfer if the transfer results in a change of address for sending your payments
- Failing to provide you with certain information in a Notice of Transfer, such as the effect date of transfer, name, address and toll-free/collect call number for the new servicer in case you have questions
- Failing to provide you with certain information in a Notice of Transfer, such as the effect date of transfer, name, address and toll-free/collect call number for the old servicer in case you have questions
- Failing to tell you when the old servicer will stop accepting payments on your loan
- Failing to tell you when the new servicer will begin accepting payments on your loan
- Failing to tell you when the transfer will affect certain supplemental insurance coverages and the actions you must take to maintain your current coverage
- Failing to tell you that the transfer does not affect any term or condition contained in your mortgage loan documents
- Failing to tell you that the transfer does not affect any term directly related to the servicing of your loan, such as an existing loan modification agreement, short sale, etc.
- Failing to promptly credit your account during the first 60 days after the effective date of transfer for payments you sent to the old servicer
- Your old servicer failing to either return your payment to you with payment information for the new servicer or to transfer your payment to the new servicer to be applied to your account
- Failing to accept a payment that conforms with any payment instruction you received from the servicer
- Failing to apply a full payment the servicer has accepted to principal, interest, escrow or other charges as agreed in your original mortgage loan documents or loan modification agreement
- Failing to credit your payment to your account on the date the servicer received your payment
- Charging you a fee that has no reasonable basis for being charged to you

- Failing to provide an accurate payoff balance at your request
- Failing to provide you with accurate loss mitigation options (loan modification, short sale, etc.)
- Failing to transfer accurate and timely information about your account to a new servicer
- Sending your case to a foreclosure attorney if you are less than 120 days late on your payments or if you have already submitted a fully completed loan modification package
- Filing a motion in court to get a foreclosure judgment or to set a sale date if you have provided a completed loan modification package at least 37 days prior to such motion
- Making any other error related to your loan account
- Foreclosing on your home after receiving notice of an error at least 7 days before a foreclosure sale and failing to properly investigate and respond to your error notice (**NOTE: you only have 1 year after a servicing transfer or after a discharge to raise errors**)
- Reporting adverse information to a credit reporting bureau for 60 days after receiving a notice of error for any payment that is subject of the error
- Charging you a fee to respond to your request for information about your loan
- Failing to respond to your request for information in a timely and reasonable manner
- Failing to make good faith efforts to contact you no later than 36 days after you miss a payment to let you know about loss mitigation options (loan modification, short sale, etc.), unless you are in an active bankruptcy
- Failing to give you written notice within 45 days after you miss a payment of contact information and loss mitigation information to assist you with your loan unless you are in an active bankruptcy
- Failing to notify you within 5 days after receipt of your loss mitigation package of any missing documents or defects
- Failing to complete a review of your fully completed loss mitigation package within 30 days of receipt and provide you with written notice of the determination of any options for which you are eligible
- Filing a foreclosure case while you are in a forbearance plan
- Failing to give you written notice describing the specific reasons for any denial of a loss mitigation package
- Failing to respond to your appeal of a loss mitigation denial within 30 days of your appeal, unless you submitted your loss mitigation package later than 90 days before a scheduled sale date

TRUTH IN LENDING VIOLATIONS IN MORTGAGE SERVICING:

- Failing to notify you for a loan on your principal residence of an interest rate adjustment that results in a payment change at least (25-60) days but not more than 120 days before the adjusted payment is due, depending on adjustment period
- Failing to include detailed information in any rate/payment change notice (see your lawyer about this one)
- Failing to accept your full monthly mortgage payment and apply it directly to your loan as a regular monthly payment, even though you have outstanding late fees, etc on the account
- Failing to tell you if your partial payments are held in suspense or unapplied fund account in your periodic monthly statement
- Failing to apply funds held in a suspense or unapplied funds account to your periodic payment once there is enough in the account to cover a full monthly payment
- For any “non-conforming payment” you send, failing to credit your payment within 5 days after receipt of the payment
- Failing to provide an accurate payoff statement for the total outstanding balance within 7 days of your written request (unless you are in bankruptcy or foreclosure—and then within a “reasonable time”)
- Calculating your payments in any way that results in paying late fees on your late fees (i.e. applying your regular payment first to a previous month’s late fee, thereby making your current payment short and then charging you a late fee for your current payment)
- Failure to send you a monthly statement (or to send it to your attorney if you are represented) within a reasonable time after the due date of your previous payment
- Failure to send you a **detailed** monthly statement that complies with all of the disclosure requirements
 - amount due
 - explanation of amount due
 - past payment breakdown
 - transaction activity
 - partial payment information
 - contact information if you have questions
 - outstanding principal balance
 - current interest rate
 - any future interest rate change date
 - date you became delinquent
 - notification of possible risks of being delinquent
 - 6-month account history if account is delinquent
 - date on which any past due amount was credited as fully paid
 - loss mitigation program on your account
 - whether your loan has been referred to a foreclosure attorney
 - total amount due to bring your account current, homeownership counseling information)

CREDIT REPORTING VIOLATIONS:

- Reporting false credit information to credit reporting agencies
- Refusing to give the consumer his/her credit report
- Refusing to conduct a reasonable investigation of a disputed item on your credit report
- Refusing to correct an error
- Failing to indicate a debt as “disputed” on a credit report once you have requested validation of the debt
- Reporting your debt on a spouse’s credit report when your spouse was not a borrower on the account
- Describing the nature of medical services on your credit report or to someone other than you
- Providing you with an improper notice of a credit denial

SPECIAL CIRCUMSTANCES IN YOUR CASE

- Threatening physical violence or other criminal means to harm you or your property
- Using profane language or other abusive language
- Filing a lawsuit against you in a place other than the court where you live or where you signed the contract
- Causing you physical and emotional harm because of their collection efforts
- Continuing to contact you after you’ve advised the debt collector that you have suffered physical or emotional harm because of their collection efforts
- Causing you to miss work
- Causing you to lose your job
- Causing you to incur fees and costs associated with the debt collection
- Causing you to lose income (i.e. losing a tenant, contract, etc.)
- Causing you to incur medical bills (including prescriptions, therapists, psychiatrists, etc.)
- Causing you to have to travel somewhere to handle the matter
- Causing you to be evicted
- Causing you to be denied a job because of your credit
- Causing you to lose your home even though you were actively engaged in a short sale or loan modification
- Changing the terms of your permanent loan modification without your consent