


ORDERED.

Dated: November 22, 2016

  
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Jerry A. Funk  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

In re:

Case No: 3:16-bk-03457-JAF

Chapter 7

**THERESA ANN RICHARDSON,**

Debtor.

\_\_\_\_\_  
**ORDER DENYING AS MOOT MOTION FOR EXTENSION OF TIME TO PAY  
COMPLETE BALANCE**

This case came before the Court upon Request for an Extension of Time to Pay Complete Balance (the “Motion for Extension”) (Doc. 24). The Court finds it appropriate to deny the Motion for Extension.

On September 13, 2016, Debtor filed this Chapter 7 bankruptcy petition. On that same day, Debtor filed an Official Form 101A, Initial Statement about an Eviction Judgment Against You (“Form 101A”). Form 101A indicates that it is to be filed with the Court when a debtor files for bankruptcy if the debtor rents her residence and the

debtor's landlord has obtained an eviction judgment against the debtor to possess the debtor's residence. By filing form 101A, Debtor indicated to the Court that her landlord had obtained an eviction judgment against her. Debtor also completed the following certification contained in Form 101A. "I certify under penalty of perjury that: [u]nder the state or other nonbankruptcy law that applies to the judgment for possession (eviction judgment), I have the right to stay in my residence by paying my landlord the entire delinquent amount" and "I have given the bankruptcy court clerk a deposit for the rent that would be due during the thirty days after I file [Form 101A]." On September 21, 2016, Debtor deposited \$1,150.00 with the Clerk of Court, which the Clerk subsequently forwarded to Debtor's landlord.

On September 13, 2016, Debtor also filed an Official Form 101B, Statement About Payment of an Eviction Action Against You ("Form 101B"). Form 101B indicates that it is to be filed if a debtor has filed and served 101A upon her landlord and wants to stay in her residence for more than thirty days after the filing of the petition. Debtor also completed the following certification contained in Form 101B. "I certify under penalty of perjury that: [u]nder the state or other nonbankruptcy law that applies to the judgment for possession (eviction judgment), I have the right to stay in my residence by paying my landlord the entire delinquent amount" and "[w]ithin 30 days after I filed my [bankruptcy petition], I have paid my landlord the entire amount I owe as stated in the judgment for possession (eviction judgment)." On November 10, 2016, Debtor deposited \$1,400.00 with the Clerk of Court. On November 16, 2016, Debtor filed the Motion for Extension by which she seeks an extension of thirty days to pay the entire balance owed to her landlord.

Section 362(b)(22) of the Bankruptcy Code excepts from the automatic stay of § 362(a)(3) the continuation of an eviction action against a debtor involving residential property in which the debtor resides as a tenant under a lease or rental agreement if the lessor obtained a judgment for possession of the property against the debtor before the filing of the bankruptcy petition. Section 362(l)(1) of the Bankruptcy Code provides that the exception to the automatic stay set forth in § 362(b)(22) does not apply until thirty days after a petition is filed if the debtor files with the petition and serves upon the lessor a certification indicating that: 1) under non-bankruptcy law the debtor would be allowed to cure any monetary default after the judgment for possession was entered and 2) the debtor deposits with the clerk of court any rent that would become due during the thirty days after the filing of the petition.

While Debtor filed Form 101A with the petition certifying that under non-bankruptcy law she would be allowed to cure any monetary default after the eviction judgment was entered, such certification was false as a matter of law; absent a landlord's consent, Florida law does not allow a residential tenant to cure a monetary default after the landlord obtains an eviction judgment. The requirement set forth in § 362(l)(1) that under non-bankruptcy law Debtor would be allowed to cure any monetary default after the eviction judgment was entered was therefore not met. Accordingly, the exception to the automatic stay set forth in § 362(b)(22) applied on the date of the filing of the petition. Upon the foregoing, it is

**ORDERED:**

1. The Motion for Extension is denied as moot.

2. The Clerk of Court is directed to return Check Number 003500861 in the amount of \$1,400.00 dated November 10, 2016 to the Debtor.
3. The entry of this Order does not affect any agreement concerning rental arrearages or curing default that Debtor made with her landlord after the eviction judgment was entered.

The Clerk's Office will serve a copy of this Order on interested parties