You can dispute the amount the servicer says is due in a monthly statement. For example, your servicer may have failed to or incorrectly credited your payment, neglected to make payments out of your escrow account and instead forced you to pay for extra insurance, charged unnecessary or duplicative fees, or improperly refused to accept a payment. Contact the servicer right away.

Dealing with your mortgage servicer can sometimes be frustrating. Many mortgage servicers are large companies that handle tens of thousands or even hundreds of thousands of mortgages. You may speak to a different person each time you call, and you may get conflicting or confusing information from one person to the next. Make a note in a notebook each time you talk to someone at the mortgage servicing company, including the date, time, name of the person you spoke with, and what you talked about.

Provide any documentation that the servicer requests and keep copies for yourself. Make a note in your notebook of what you provided, when you provided it, and how you sent it to the servicer (email, fax, mail, overnight mail service). If the servicer does not provide you with the information you requested or if you dispute how the servicer is handling your account, you may send the servicer a more formal request, called a “notice of error” or “request for information,” to ensure that they respond in a timely manner and correct any errors.

**Sending Your Servicer a Notice of Error or Request for Information.** Your servicer must respond to a written request for information or investigate any claims of error concerning your account, including your escrow account. Your writing must identify your account, such as an account number, along with your name and the address of the property. Include the reasons you believe the account is in error. Be clear and as specific as possible about any question you have or information you are requesting. Your letter can both dispute an error and ask for more information.

Your request should not be written on a payment coupon or included with your payment, but should be in a separate letter to your servicer. Make a copy and send the letter return receipt requested, so that you have a record of when the servicer receives it.

You must send the notice to the address the servicer has identified as appropriate for such a request, which often is different than the address for mailing payments. Otherwise, the servicer may not respond or you may lose the legal right to force your servicer to correct the error. The servicer may have sent you a separate letter listing the address or it may be listed on a transfer of servicing statement, an annual escrow statement, or a monthly billing statement. You can also check the servicer’s website or call the servicer’s customer service center. Be sure to send your notice to the correct address as your servicer may have many different addresses listed on its website and statements.

Here is an example of such a letter to the servicer:

**SAMPLE “REQUEST FOR INFORMATION/NOTICE OF ERROR”**

Ken and Susan Consumer

12 Budding Bloom Lane

Elizabeth, New Jersey

January 23, 2019

Last Dollar Mortgage Co.

398 Rockefeller Drive

St. Albans, WV 25177

Attention: Borrower Inquiry Department

RE: Account #123234

Dear Last Dollar Mortgage Co.:
We dispute the amount that you claim is owed on our monthly Mortgage Statement and request that you send us information about the fees, costs, and escrow charges on our loan. Please treat this letter as a “notice of error” and a “request for information” under the Real Estate Settlement and Procedures Act (section 2605(e)).

Specifically, we are requesting the following information:

? A payment history or schedule that can be easily read and understood listing the dates and amounts of all payments and transactions credited or debited to our account, including any escrow account and any suspense account, and showing how they have been applied or credited or, if not applied, showing how they have been treated;

? A breakdown of the amount of claimed arrears or delinquencies on our account, including an itemization of all fees and charges you claim are currently due;

? The current balance in any suspense account and the reason why such funds were deposited in the account;

? The payment dates, purpose of payment, and recipient of all foreclosure fees and costs that have been charged to our account or have been advanced on our behalf since [insert date Last Dollar Mortgage took over the servicing];

? The payment dates, purpose of payment, and recipient of all escrow items charged to our account in the last twenty-four months;

? A breakdown of our current escrow payment showing how it was calculated and the reasons for any increase or decrease in the last twenty-four months (include a copy of any annual escrow statements prepared within the last twenty-four months); and

? Any notes created by your personnel reflecting communications with us about our mortgage account.

Also, on October 1, 2018, we sent our October payment to First Dollar Mortgage Co., which had been servicing our mortgage before it was transferred to you. Our October payment was never credited to our account. Please correct this error.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement Procedures Act (section 2605(e)).

Very truly yours,

Ken and Susan Consumer

[certified mail]

The servicer must acknowledge receipt of your request within five business days of receipt, and must respond within thirty business days (forty-five days if it notifies you of the extension). The response cannot simply state that it was right or that it has no information. Federal law requires that the servicer conduct a “reasonable investigation” based on your request. Its written response should show that it did this investigation. For sixty days after you send a notice of error about a payment dispute, the servicer cannot give any information to credit reporting agencies that a payment related to your inquiry is overdue.

Request Validation of the Debt. The first time an attorney for the lender or for the servicer sends you a letter demanding payment, that letter should include a notice of your right to dispute the mortgage debt. Sometimes the notice of your right to dispute will arrive separately within five days after the attorney first communicates with you about the debt. If you then dispute the debt in writing within the next thirty days, the attorney must stop collection efforts while your dispute is investigated.

Setting Up a “Tender” Defense. If you dispute the amount you are delinquent on your mortgage loan, you may want to offer the undisputed amount that is delinquent, while not paying the amount you dispute. This is called a “tender.” The letter should also state that the amount is offered in “full satisfaction of the dispute.” That way, if you are right about what is owed, you are not delinquent and the servicer should not be able to foreclose. On the other hand, if you also withhold the amounts that are not in dispute, the servicer can claim it has the right to foreclose.

Most often, your tender will be returned and then you may have the defense that the money was offered and refused, depending upon your state law. Keep your letter and the servicer’s response as proof. You should set the money aside, if possible in a bank account, while the dispute is being resolved. You can add the claim of tender to your defenses in the legal process, if the matter reaches foreclosure.