

**ASSIGNEE NOT LIABLE UNDER TILA FOR SERVICER'S
FAILURE TO PROVIDE PAYOFF BALANCE**

On March 1, the U.S. Court of Appeals for the Eleventh Circuit [held](#) that, as an assignee, Fannie Mae is not liable under TILA for a servicer's failure to provide a borrower with a payoff statement. *Evanto v. Federal Nat'l Mortg. Ass'n*. No. 14-cv-61573 (11th Cir. March 1, 2016). The plaintiff alleged that, after foreclosure proceedings began, his servicer failed to provide the payoff balance of his mortgage within seven business days, as required under TILA 15 U.S.C. § 1639(g). Relying on the "plain meaning" of 15 U.S.C. § 1641(e), the court ruled that for an assignee of a creditor to be held liable under TILA, the violation must be apparent in the face of the "disclosure statement," which, according to the court, the payoff statement requested by the plaintiff was not because it is provided after consummation. The court opined that "[t]here is no way that the failure to provide a payoff balance can appear on the face of the disclosure statement we reject [the plaintiff's] argument that we should fix a supposed 'loophole' in the statute." *Id.* at *4.

Notably, the court relied in part on informational statements from the CFPB's website and Black's Law Dictionary to define "disclosure statement" under TILA.