



**STOPPING
DEBT COLLECTION
HARASSMENT
SELF-HELP KIT**

REMEMBER

The law often changes. Each case is different. This self-help kit is meant to give you general information and not give you specific legal advice.

YOU CAN STOP BILL COLLECTORS FROM CONTACTING YOU

Some bill collectors keep contacting you to scare you into paying money that you cannot afford to pay. They may have a better chance of getting you to pay money if they keep contacting you instead of bringing legal action against you.

You can stop bill collectors from contacting you. If you write them to stop contacting you, they must stop.

Both Federal and Pennsylvania laws protect from this type of call from bill collectors. A copy of the Law is attached.

Once you tell the bill collectors in writing to stop,

THEY MUST STOP.

If they don't stop, you may be entitled to damages against them.

BEWARE: They can still sue you for the money they claim you owe them and they may decide to do that faster when they can no longer contact you. This is a risk you take when you tell them to stop contacting you. You can ask us for more information about lawsuits and judgments.

If you decide you want to stop a bill collector from contacting you, this kit shows you how to do that.

1. Complete the attached sample letter- page three (3).
2. Mail the letter to the bill collector by one of the following methods:
 - a. Certificate of Mailing using postal form 3817. This does not have a tracking number and no proof will be returned to you regarding delivery. (Least expensive)
 - b. Certified Mail. This does have a tracking number which can be accessed to determine delivery; however; there is no receipt returned to you.
 - c. Certified Mail/Return Receipt requested. If you can afford it, this is the best method because you have proof of mailing, a tracking number, and the "Return Receipt" or green card will be returned to you when it is signed for by the creditor. (Most expensive)
3. Keep your postal receipts and a copy of your letter.

If a bill collector contacts you after you send the letter, you can contact a lawyer to advise or represent you with regard to your rights.

You should keep a notebook by your telephone to record the dates, names, times and messages of the improper contact. Keep track of all written contacts from the bill collector.

BE ADVISED:

- ✓ DO NOT AGREE THAT YOU OWE ANY AMOUNT OF MONEY (Agreeing you owe the money could make you liable for debt that otherwise would be too old for collection.)
- ✓ DO NOT GIVE FALSE INFORMATION TO BILL COLLECTORS
- ✓ DO NOT TELL THEM YOU ARE FILING BANKRUPTCY WHEN YOU ARE NOT (Telling them you are filing bankruptcy usually accelerates the collection process.)
- ✓ DO NOT TELL THEM ANYTHING
- ✓ STATE THAT YOU ARE TOO POOR TO PAY (This is usually better than providing false information or mentioning the word bankruptcy.)
- ✓ DO NOT LISTEN TO THEIR HARASSING CALLS. HANG UP OR TAKE YOUR PHONE OFF THE HOOK FOR A FEW MINUTES TO DISCOURAGE THEM

If you receive Court papers or Notice that legal action has been taken against you, you should re-contact North Penn Legal Services as soon as possible.

GOOD LUCK!

Date: _____

RE: Account No.: _____

Dear Debt Collector:

I am no longer able to make payments on this account. I am sending this letter to notify you that you should immediately cease and desist all further communication with me regarding this account, as required by 15 U.S.C. §1692 (for debt collectors) and 73 P.S. § 2270.4 (for creditors). Any further communication will be considered harassment for the purposes of 73 P.S. § 2270.4(b)(4).

I understand that there are legal remedies available to me if you violate federal or state debt collection laws, including actual and statutory damages, court costs and attorney's fees pursuant to 15 U.S.C. §1692(k) and/or 73 P.S. § 2270.5, and I may take legal action against you if you violate these laws.

Thank you for your attention to this matter. Your cooperation is appreciated.

Sincerely,

FEDERAL LAW

§1692c. Communication in connection with debt collection

(a) Communication with the consumer generally- Without the prior consent of the consumer given directly to the debt collector or express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt—

- (1) at any unusual time or place known or which should be known to be inconvenient to the consumer. In the absence of knowledge of circumstances to the contrary, a debt collector shall assume that the convenient time for communicating with a consumer is after 8 o'clock antemeridian and before 9 o'clock postmeridian, local time at the consumer's location;
- (2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from debt collector or unless the attorney consents to direct communication with the consumer; or
- (3) at the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication.

(b) Communication with third parties – Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy, a debt collector may not communicate, in connection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.

(c) Ceasing communication – If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except --

- (1) to advise the consumer that the debt collector's further efforts are being terminated;
- (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinary invoked by such debt collector or creditor; or
- (3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

If such notice from the consumer is made by mail, notification shall be complete upon receipt.

(d) Definitions – For the purpose of this section, the term "consumer" includes the consumer's spouse, parent (if the consumer is a minor), guardian, executor, or administrator.

FEDERAL LAW

§1692k. Civil liability

Amount of damages

(a) Except as otherwise provided by this section, any debt collector who fails to comply with any provision of this subchapter with respect to any person is liable to such person in an amount equal to the sum of --

- (1) any actual damage sustained by such person as a result of such failure;
- (2) (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000; or
(B) in the case of a class action, (i) such amount for each named plaintiff as could be recovered under subparagraph (A), and (ii) such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or 1 per centum of the net worth of debt collector; and
- (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with a reasonable attorney's fee as determined by the court. On a finding by the court that an action under this section was brought in bad faith and for the purpose of harassment, the court may award to the defendant attorney's fees reasonable in relation to the work expended and costs.

Factors considered by court

(b) In determining the amount of liability in any action under subsection (a) of this section, the court shall consider, among other relevant factors --

- (1) in any individual action under subsection (a)(2)(A) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, and the extent to which such noncompliance was intentional; or
- (2) in any class action under subsection (a)(2)(B) of this section, the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, the resources of debt collector, the number of persons adversely affected, and the extent to which the debt collector's noncompliance was intentional.

Intent

(c) A debt collector may not be held liable in any action brought under this subchapter if the debt collector shows by a preponderance of evidence that the violation was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

Jurisdiction

(d) An action to enforce any liability created by this subchapter may be brought in any appropriate United States district court without regard to the amount in controversy, or in any other court of competent jurisdiction, within one year from the date on which the violation occurs.

PENNSYLVANIA LAW

PENNSYLVANIA STATUTES TITLE 73 TRADE AND COMMERCE CHAPTER 42. FAIR CREDIT EXTENSION UNIFORMITY ACT

73 P.S. §2270.4 (2007)

§2270.4. Unfair or deceptive acts or practices

(a) BY DEBT COLLECTORS.—It shall constitute an unfair or deceptive debt collection act or practice under this act if a debt collector violates any of the provisions of the Fair Debt Collection Practices Act (Public Law 95-109, 15 U.S.C. §1692 et seq.).

(b) BY CREDITORS. — With respect to debt collection activities of creditors in this Commonwealth, it shall constitute an unfair or deceptive debt collection act or practice under this act if a creditor violates any of the following provisions:

(1) Any creditor communicating with any person other than the consumer for the purpose of acquiring location information about the consumer shall:

(i) identify himself, state that he is confirming or correcting location information concerning the consumer, and, only if expressly requested, identify his employer;

(ii) not state that such consumer owes any debt;

(iii) not communicate with any such person more than once unless requested to do so by such person or unless the creditor reasonably believes that the earlier response of such person is erroneous or incomplete and that such person now has correct or complete location information;

(iv) not communicate by postcard;

(v) not use any language or symbol on any envelope or in the contents of any communication effected by the mails or telegram that indicates that the communication relates to the collection of a debt; and

(vi) after the creditor knows the consumer is represented by an attorney with regard to the subject debt and has knowledge of or can readily ascertain such attorney's name and address, not communicate with any person other than that attorney unless the attorney fails to respond within a reasonable period of time to communication from the creditor.

(2) Without the prior consent of the consumer given directly to the creditor or the express permission of a court of competent jurisdiction, a creditor may not communicate with a consumer in connection with the collection of any debt:

(i) at any unusual time or place or time or place known or which should be known to be inconvenient to consumer. In the absence of knowledge of circumstances to the contrary, a creditor, a creditor shall assume that the convenient time for communicating with a consumer is after 8 a.m. and before 9 p.m. local time at the consumer's location;

(ii) if the creditor knows the consumer is represented by an attorney with respect to such debt and has knowledge of or can readily ascertain such attorney's name and address unless the attorney fails to respond within a reasonable period of time to communication from the creditor or unless the attorney consents to direct communication with the consumer; or

(iii) at the consumer's place of employment if the creditor knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication.

(3) Except as provided in paragraph (1), without the prior consent of the consumer given directly to the creditor or the express permission of a court of competent jurisdiction or a reasonably necessary to effectuate a postjudgment judicial remedy, a creditor may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, a debt collector, the attorney of the debt collector or the attorney of the creditor.

(4) A creditor may not engage in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of debt. Without limiting the general application of the foregoing, the following is a violation of this paragraph:

(i) The use or threat of use of violence or other criminal means to harm the physical person, reputation or property of any person.

(ii) The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.

(iii) The publication of a list of consumers who allegedly refuse to pay debts, except to a consumer reporting agency or to persons meeting the requirements of section 1681a(f) or 1681b(a)(3) of the Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. § 1681 et seq.).

(iv) The advertisement for sale of any debt to coerce payment of debt.

(v) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse or harass any person at the called number

(vi) Except as provided in paragraph (1), the placement of telephone calls without meaningful disclosure of the caller's identity.

(5) A creditor may not use any false, deceptive or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

(i) The false representation or implication that the creditor is vouched for, bonded by or affiliated with the United States or any state, including the use of any badge, uniform or facsimile thereof.

(ii) The false representation of the character, amount or legal status of any debt.

(iii) The false representation or implication that any individual is an attorney or that any communication is from an attorney.

(iv) The representation or implication that nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, attachment or sale of any property of any person unless such action is lawful and the creditor intends to take such action.

(v) The threat to take any action that cannot legally be taken or that is not intended to be taken.

(vi) The false representation or implication that a sale, referral or other transfer of any interest in a debt shall cause the consumer to lose any claim or defense to payment of the debt or become subject to any practice prohibited by this act.

(vii) The false representation or implication that the consumer committed any crime or other conduct in order to disgrace the consumer.

(viii) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate debt is disputed.

(ix) The use or distribution of any written communication which stimulates or is falsely represented to be a document authorized, issued or approved by any court, official or agency of the United States or any state or which creates a false impression as to its source, authorization or approval.

(x) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

(xi) The false representation or implication that accounts have been turned over to innocent purchasers for value.

(xii) The false representation or implication that documents are legal process.

(xiii) The false representation or implication that documents are not legal process forms or do not require action by the consumer.

(6) A creditor may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:

(i) The collection of any amount, including any interest, fee, charge or expense incidental to the principal obligation, unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

(ii) The acceptance by a creditor from any person of a check or other payment instrument postdated by more than five days unless such person will be notified in writing of the creditor's intent to deposit such check or instrument not more than ten nor less than three business days prior to such deposit.

(iii) The solicitation by creditor of any postdated check or other postdated payment instrument for the purpose of threatening or instituting criminal prosecution.

(iv) Depositing or threatening to deposit any postdated check or other postdated payment instrument prior to the date on such check or instrument.

(v) Causing charges to be made to any person for communication by concealment of the true purpose of the communication. Such charges include, but are not limited to, collect telephone calls and telegram

(vi) Taking or threatening to take any nonjudicial action to effect dispossession or disablement of property if:

(A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;

(B) there is no present intention to take possession of the property; or

(C) the property is exempt by law from such dispossession or disablement.

(vii) Communicating with a consumer regarding a debt by postcard.

(viii) Using any language or symbol, other than the creditor's address, on any envelope when communicating with a consumer by use of the mails or by telegram, provided that a creditor may use its business name.

(c) DEFINITION. — For the purpose of subsection (b)(2) and (3), the term “consumer” includes the consumer's spouse, parent (if the consumer is a minor), guardian, executor or administrator.