My foreclosure case is years old. Is it too late for the bank?

By Rust Belt Cash Offer · Published October 19, 2026 · Updated October 31, 2026

It might be. In New York, a lender generally has six years to bring a foreclosure case (CPLR 213(4)). When the bank called the whole loan due, often in a letter or by filing an earlier foreclosure, that six-year clock usually started. Since the Foreclosure Abuse Prevention Act took effect on December 30, 2022, a bank can't restart that clock just by dropping its own case or by changing its mind on its own.

In November 2025, New York's highest court held that the law generally applies to cases that were already pending when it passed, as long as no final judgment of foreclosure and sale had been enforced.

If your case is old, talk to a New York foreclosure defense attorney or a free state-funded housing counselor first. If the bank's time really ran out, you may be able to keep the house, and that can beat selling it.

Facts checked as of October 2026. General information, not legal advice.

How the six-year clock works

New York gives a lender six years to sue on a mortgage or the note behind it (CPLR 213(4)). The hard part is knowing when the six years started.

- **If the bank called the whole loan due.** This is called accelerating the loan. It often happens in a letter demanding the full balance, or when the bank files a foreclosure asking for the full balance. Once that happens, the clock generally runs on the entire debt from that date.
- **If the bank never called the whole loan due.** The clock generally runs separately on each missed monthly payment, so a lender can usually still go after the more recent ones.

A common pattern looks like this: a foreclosure filed years ago, dropped or dismissed, then a new one filed much later. Whether the bank is out of time depends on when the loan was first accelerated and what happened in every case since.

What the 2022 law changed

Before 2022, lenders could often restart the clock. In 2021, New York's top court held (Freedom Mortgage Corp. v Engel) that a lender's voluntary withdrawal of a foreclosure case generally undid the acceleration, unless the lender said otherwise. The Legislature answered with the Foreclosure Abuse Prevention Act, Laws of 2022, chapter 821, signed December 30, 2022. Here's what it does, in plain terms:

- **No resetting the clock by dropping the case.** If the bank voluntarily discontinues its foreclosure, that doesn't reset, extend or revive the six years (CPLR 3217(e)).
- **No resetting it on its own.** Once the clock has started, neither side can reset or extend it alone, unless a statute expressly allows it (CPLR 203(h)).
- **The bank is held to its earlier acceleration.** If you raise the time limit as a defense and the bank accelerated the loan in an earlier case, the bank can't now argue that acceleration wasn't valid. The only exception is when a court in the earlier case expressly ruled, on a defense raised on time, that the loan wasn't validly accelerated (CPLR 213(4)(a)).
- **One time-barred case bars them all.** If a court rules that a foreclosure is barred by the time limit, any other action to foreclose that mortgage or collect that debt is barred too (RPAPL 1301(4)).
- **No second case while one is pending.** While a foreclosure is pending, or after a judgment for the bank, it can't start another one on the same debt without permission from the court that has the first case (RPAPL 1301(3)).

- **Limited do-overs.** If a timely case ends for some other reason, the original lender gets one six-month window to refile. That window doesn't apply after a voluntary discontinuance, a failure to get jurisdiction over the homeowner, a dismissal for neglect or a final judgment on the merits, and a later buyer of the loan can only use it if it proves it's acting for the original lender (CPLR 205-a).
- **You can ask a court to clear the mortgage.** When the time to foreclose has run out, an owner can bring a case to cancel and discharge the mortgage of record (RPAPL 1501(4)), and the bank can't defend by claiming the loan was never validly accelerated (CPLR 213(4)(b)).

The law says it took effect immediately and applies to all actions on these mortgages in which a final judgment of foreclosure and sale has not been enforced (Laws of 2022, chapter 821, §10).

What the courts have said since

Banks challenged the law, arguing it couldn't reach cases that started before it passed. On November 25, 2025, the New York Court of Appeals, the state's highest court, decided two cases on the same day and rejected those challenges. In short, as we read the decisions:

- **Article 13 LLC v Ponce De Leon Federal Bank** (2025 NY Slip Op 06536) held that the law applies to foreclosure cases where a final judgment of foreclosure and sale hadn't been enforced, including cases already pending when it passed, and that this doesn't violate due process under the New York Constitution.
- **Van Dyke v U.S. Bank, N.A.** (2025 NY Slip Op 06537) held that applying it to that case doesn't violate the U.S. Constitution's due process guarantee or its Contract Clause.

In Van Dyke, the bank had filed a foreclosure in 2009 and called the whole loan due, then dropped the case in 2022. The homeowner then sued to clear the title. The trial court cancelled the mortgage, and the higher courts upheld that result. That's one

case, on its own facts. Lower courts are still applying these rulings to other situations, and yours turns on your own dates and filings.

What can still pause or restart the clock

An old case doesn't automatically mean the bank is out of time. A few things can change the math:

- **Court stays.** When a court order or a statute stops the bank from suing, such as a bankruptcy stay, that time generally doesn't count toward the six years (CPLR 204(a)).
- **A signed written promise to pay.** If, after the bank's right to foreclose arose, you signed a written promise to pay the mortgage debt, or a written waiver of the time limit, the time can run again from that date (General Obligations Law §17-105(1)). A promise that isn't in a signed writing doesn't do this (§17-105(4)).
- **Payments.** The law treats payments under its own separate rules (§17-105(5)), so tell whoever you talk to about every payment you've made.
- **It has to be raised.** The time limit is a defense. Generally, your side has to raise it in the case, and on time. Don't ignore court papers because you think the bank waited too long.

Who to call first

This is a legal question, and the answer depends on documents most homeowners don't have handy: the first acceleration letter, every earlier case, and how each one ended. So here's our honest advice before you call us:

- **A New York foreclosure defense attorney.** A lawyer can pull your case history from the county clerk and the court, and tell you whether a time-limit defense, or a case to clear the mortgage, fits your facts.

- **A free housing counselor or legal services through the state.** The Homeowner Protection Program (HOPP), listed by the NYS Department of Financial Services, connects homeowners with free housing counseling and legal help. Call the HOPP hotline at (855) 466-3456.

If the bank's time really ran out, the best result may be keeping your house and clearing the mortgage. No cash offer from anyone beats that.

For the rest of the process, see our guide to the New York foreclosure timeline and what happens at a foreclosure settlement conference. Be careful with anyone who asks for money up front to "stop" a foreclosure; our guide to foreclosure scams in Buffalo covers the warning signs.

If you're thinking about selling

Sometimes selling is still the right move. Maybe the bank isn't out of time, you can't afford the house even without the old debt, or you're tired and want it done. But if there's a real chance the bank's time ran out, get that answered before you sell. A sale usually pays the mortgage off at closing, so you'd be paying a debt you might not owe.

If the house you live in is in foreclosure, or your mortgage payment is more than 60 days past due, New York's Home Equity Theft Prevention Act generally gives you 14 business days after signing to cancel a sale contract (Real Property Law §265-a).

Where we fit

A cash offer is our main option, made within 24 hours, usually by phone. We buy as-is in Buffalo, Cheektowaga, Amherst, Tonawanda and Niagara Falls. Take what you want and leave the rest. We cover all closing costs, and there are no open houses. If that isn't the right fit, we may have other solutions, so tell us your situation.

We look at a lot of houses, and we can't buy every one. If a cash sale isn't a good fit for yours, or keeping the house looks possible, we'll say so first.

Close in as little as 5 days when the title is clear and ready. Most closings take 14–30 days.

Want to talk it through first? Contact us or call (716) 800-CASH · (716) 800-2274. For the full picture on foreclosure, start with our Buffalo foreclosure guide.

Questions homeowners ask

> **My bank filed in 2011, dropped it, and filed again in 2024. Is it barred?**

Possibly. If the 2011 case called the whole loan due, the six years generally ran from then, and since the 2022 law, dropping the case didn't reset the clock. But stays such as a bankruptcy, a signed written promise to pay, and how the first case ended can all change the answer. A foreclosure defense attorney or a HOPP counselor can check the dates.

> **Does the 2022 law apply if my case started before 2022?**

Generally, yes. The law says it applies to cases where a final judgment of foreclosure and sale hasn't been enforced, and in November 2025 the Court of Appeals held that this includes cases already pending when it passed. How that plays out in your case depends on its history.

> **If the bank is out of time, do I own the house free and clear?**

Not automatically. The mortgage stays on record until a court cancels it. An owner can bring a case to cancel and discharge a mortgage once the time to foreclose has run out (RPAPL 1501(4)). Property taxes and other liens are separate and still have to be paid.

> **The court already entered a judgment of foreclosure. Is it too late?**

The law doesn't reach cases where a judgment of foreclosure and sale has already been enforced. If you have a judgment but the sale hasn't happened, talk to a foreclosure defense attorney right away. Our guide to whether it's too late to stop a foreclosure covers the late stages.

Does this apply in Niagara County too?

Yes. These are state laws, so they apply the same way in Erie County and Niagara County. Foreclosure cases are heard in State Supreme Court in the county where the house is.

Sources

- CPLR 213, opening sentence and subdivision 4(a) and 4(b), six-year limit and estoppel (nysenate.gov, revision 2023-01-06; checked October 2026)
- CPLR 203(h), no unilateral reset of the limitations period (nysenate.gov, revision 2023-01-06)
- CPLR 3217(e), effect of discontinuance on these instruments (nysenate.gov, revision 2023-01-06)
- CPLR 205-a, termination of certain actions related to real property (nysenate.gov, revision 2023-01-06)
- CPLR 204(a), time of a stay not counted (nysenate.gov, revision 2014-09-22)
- RPAPL 1301(3) and (4), separate actions for the mortgage debt (nysenate.gov, revision 2023-01-06)
- RPAPL 1501(4), action to cancel and discharge a mortgage once the time to foreclose has run (nysenate.gov, revision 2023-12-15)
- General Obligations Law §17-105(1), (4) and (5), written waiver or promise to pay a mortgage debt (nysenate.gov, revision 2023-01-06)
- Foreclosure Abuse Prevention Act, Laws of 2022, chapter 821 (Assembly Bill A7737-B / Senate Bill S5473-D), §10 effective date; signed December 30, 2022 (bill text on nysenate.gov; signing date and chapter as stated by the Appellate Division in U.S. Bank N.A. v Gallant, 2025 NY Slip Op 02141)
- Article 13 LLC v Ponce De Leon Federal Bank, 2025 NY Slip Op 06536, and Van Dyke v U.S. Bank, N.A., 2025 NY Slip Op 06537, New York Court of Appeals, decided November 25, 2025
- Freedom Mortgage Corp. v Engel, New York Court of Appeals, 2021
- NYS Department of Financial Services, Help for Homeowners, Homeowner Protection Program hotline (dfs.ny.gov; checked October 2026)
- Real Property Law §265-a, Home Equity Theft Prevention Act, 14-business-day right to cancel in subdivision 5(a) (nysenate.gov, revision 2023-12-15; checked October 2026)

General information about New York law as of October 2026, not legal advice. Rust Belt Cash Offer is a home buyer, not a law firm or a housing counselor. Talk with a New York attorney about your own case. Rust Belt Cash Offer · 50 Fountain Plaza, Suite 1400, Buffalo, NY 14202 · (716) 800-CASH · (716) 800-2274



Rust Belt Cash Offer

(716) 800-CASH · (716) 800-2274

Phone answered 24/7 · Hablamos español

Rust Belt Cash Offer · 50 Fountain Plaza, Suite 1400, Buffalo, NY 14202 · (716) 800-2274 · https://www.rbcashoffer.com/ · info@rbcashoffer.com

Printed from: https://www.rbcashoffer.com/blog/old-foreclosure-case-statute-of-limitations-new-york/
Page last updated: October 31, 2026

General information, not legal advice. Rust Belt Cash Offer is a home buyer, not a law firm.