

The document below is hereby signed.

Dated: November 21, 2012.



S. Martin Teel, Jr.

**S. Martin Teel, Jr.
U.S. Bankruptcy Judge**

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLUMBIA

In re)	
)	
BARBARA ANN MINOR,)	Case No. 12-00365
)	(Chapter 13)
Debtor.)	Not for publication in
)	West's Bankruptcy Reporter.

MEMORANDUM DECISION AND ORDER RE DEBTOR'S LIMITED OBJECTION TO UNIVERSITY HALL CONDOMINIUM'S CLAIM (PROOF OF CLAIM NO. 1)

The debtor has filed a limited objection to the proof of claim of University Hall Condominium. No opposition has been filed.

I

The debtor alleges that "the Claim includes unknown fees for charges incurred after the Petition Date (at least \$3434.63)."

The charges comprising that \$3,434.63 are:

Assessments dated July 1 through December 1, 2012.....	\$2,286.54
Assessment dated June 1, 2012.....	381.09
Attorney's fees dated June 13, 2012.....	752.00
<u>Late fee for month of June 2012.....</u>	<u>15.00</u>
Total.....	\$3,434.63

The dates of the assessments and attorney's fees ought to control

when they accrued because the proof of claim gives no indication that these amounts were accelerated, and, in any event, the curing of defaults pursuant to the confirmed plan would include de-acceleration of any amounts whose due dates the creditor accelerated. See, e.g., *In re Taddeo*, 685 F.2d 24, 26-27 (2d Cir. 1982) ("When Congress empowered Chapter 13 debtors to 'cure defaults' ... Congress intended to allow mortgagors to 'de-accelerate' their mortgage.... Curing a default commonly means taking care of the triggering event and returning to pre-default conditions. The consequences are thus nullified."). The \$3,434.63 of such *postpetition* accruals was included as part of the \$14,891.85 stated by the proof of claim to be the amount of arrearages owed as of the petition date. The prepetition arrearage claim should be reduced by \$3,434.63 to \$11,457.22.

That is not, however, a basis to disallow the \$3,434.63 of *postpetition* accruals as amounts that the creditor would be entitled to recover via plan payments if the plan were modified to include payment of *postpetition* arrears. Under 11 U.S.C. § 506(b), an allowed secured claim includes *postpetition* accruals under the parties' agreement (as long as the total claim does not exceed the value of the property that secures the claim). Under the confirmed plan, however, the debtor is to pay such *postpetition* accruals directly and not through plan payments.

II

The debtor's objection also states that "Debtor also objects to the Claim because UHC failed to provide documentation supporting its costs, attorneys' fees and auctioneer charges." I need not decide whether the creditor failed to include with its proof of claim documentation required by Rule 3001. To the extent that Rule 3001 required the creditor to file supporting documentation, the failure to do so does not demonstrate that the claim is in error:

[E]ven when a creditor's claim *is* based on a writing, and was thus required by Rule 3001(c) to include supporting documentation, that would not suffice as a ground to disallow the claim. It would only rob the claim of its evidentiary effect under Rule 3001(f), and not constitute a ground, in and of itself, for disallowance.

In re Greater Se. Cmty. Hosp. Corp. I, 2008 WL 2265709, at *1 (Bankr. D.D.C. May 14, 2008) (emphasis in original).

III

In accordance with the foregoing, it is

ORDERED that with respect to the *prepetition* arrearage claim asserted, the proof of claim of University Hall Condominium is allowed as a *prepetition* arrearage claim in the amount of \$11,457.22. It is further

ORDERED that the remaining \$3,434.63 of the \$14,891.85 claim asserted as a *prepetition* arrearage claim is disallowed as a *prepetition* arrearage claim but is allowed as a *postpetition* arrearage claim (subject to further objection on other grounds).

