

The document below is hereby signed.

Signed: August 9, 2016



A handwritten signature in black ink that reads "S. Martin Teel, Jr." with a stylized flourish at the end.

S. Martin Teel, Jr.  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLUMBIA

In re	)	
	)	
ROSA L. HARRISON AND	)	Case No. 14-00334
DONNY R. GARNER,	)	(Chapter 7)
	)	Not for publication in
Debtors.	)	West's bankruptcy Reporter.

MEMORANDUM DECISION AND ORDER RE MOTION TO REOPEN CASE

The motion to reopen filed by Rosa L. Harrison on July 13, 2016, did not include the reaffirmation agreement that is the subject of the motion. As the court noted in its prior order of July 19, 2016, that:

The debtor does not explain why she needs to have the reaffirmation agreement be effective: after almost two years, the mortgagee does not appear to have made an effort to foreclose, signaling that it does not intend to rely on any due-on-bankruptcy clause, and the mortgagee likely would be barred from exercising any due-on-bankruptcy clause after continuing to accept payments. Although it is extremely late to be filing a reaffirmation agreement (and I am inclined to deny the motion to reopen on that basis), I will wait until I see the agreement and any explanation the debtor has why she needs the agreement to be effective before I rule on the motion to reopen.

The court ordered "that by August 8, 2016, the debtor, Rosa L. Harrison, shall file the reaffirmation agreement, along with any

explanation of why she needs to have the reaffirmation agreement be effective."

The debtor has now filed a reaffirmation agreement and a motion for approval of the same. The agreement is not an enforceable reaffirmation agreement. The reaffirmation agreement is signed by the debtors, but is not signed by the creditor. Accordingly, this is not a reaffirmation agreement entered into before the debtor received a discharge. Thus, under 11 U.S.C. § 524(c)(1),<sup>1</sup> the reaffirmation agreement is not enforceable. There is no reason to reopen the case to address an unenforceable

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<sup>1</sup> Section 524(c) provides in pertinent part that:

An agreement between a holder of a claim and the debtor, the consideration for which, in whole or in part, is based on a debt that is dischargeable in a case under this title is enforceable only to any extent enforceable under applicable nonbankruptcy law, whether or not discharge of such debt is waived, only if-

(1) such agreement was made before the granting of the discharge under section 727, 1141, 1228, or 1328 of this title [.]

