

**BANK OF AMERICA, NATIONAL ASSOCIATION,
v.
MICHAEL C. LA MESA, ET AL.**

[\(AC 38051\).](#)

Appellate Court of Connecticut.

Argued February 21, 2017.
Officially Released May 9, 2017.

Appeal from Superior Court, judicial district of Litchfield, Marano, J. [foreclosure judgment]; J. Moore, J. [motion to dismiss].

Michael C. La Mesa, self-represented, the appellant (named defendant).

Pierre-Yves Kolakowski, with whom, on the brief, were *Christopher J. Picard* and *Elizabeth T. Timkovich*, for the appellee (plaintiff).

Lavine, Mullins and Dubay, Js.

Opinion

PER CURIAM.

The defendant Michael La Mesa^[1] appeals from the judgment of foreclosure by sale rendered in favor of the plaintiff, Bank of America, National Association. The sole issue on appeal is whether the defendant's April 22, 2015 notice of rescission, sent pursuant to the Truth in Lending Act, 15 U.S.C. § 1601 et seq., divested the court of subject matter jurisdiction. We affirm the judgment of the trial court.

After careful review of the record and the parties' appellate briefs, we conclude that the court was not divested of subject matter jurisdiction because the defendant's notice of rescission had no legal effect. "The Truth in Lending Act gives borrowers the right to rescind certain loans for up to three years after the transaction is consummated." [*Jesinoski v. Countrywide Home Loans, Inc.*, U.S., 135 S. Ct. 790, 791, 190 L. Ed. 2d 650 \(2015\).](#) Importantly, "the borrower's right of rescission shall expire three years after the date of consummation of the transaction or upon the sale of the property, whichever occurs first, even if the required disclosures have never been made. . . . **THE [TRUTH IN LENDING ACT] GIVES A BORROWER NO EXPRESS PERMISSION TO ASSERT THE RIGHT OF**

RESCISSION AS AN AFFIRMATIVE DEFENSE AFTER THE EXPIRATION OF THE [THREE] YEAR PERIOD. (Citation omitted; footnote omitted; internal quotation marks omitted.) [*Beach v. Ocwen Federal Bank*, 523 U.S. 410, 413, 118 S. Ct. 1408, 140 L. Ed. 2d 566 \(1998\).](#)

The loan in question was consummated on October 4, 2005, and the defendant's notice of rescission was sent on April 22, 2015, nearly ten years after the consummation of the loan. The time period to assert the right of rescission clearly has passed and the defendant is not entitled to assert the right of rescission as an affirmative defense. Accordingly, the defendant's claim is without merit.

The judgment is affirmed.

[\[1\]](#) The United States Internal Revenue Service was also named as a defendant and is not involved in this appeal. Our references to the defendant are to La Mesa.