NOT FOR PUBLICATION

UNITED STATES BANKRUPTCY APPELLATE PANEL FOR THE FIRST CIRCUIT

BAP NO. MW 17-051

Bankruptcy Case No. 17-41027-EDK

EDMILSON AZEVEDO,
Debtor.

EDMILSON AZEVEDO,
Appellant,

v.

U.S. BANK NATIONAL ASSOCIATION, as Trustee
For the Structured Asset Securities Corporation
Mortgage Pass-Through Certificates, Series 2005-AR1,
Appellee.

Appeal from the United States Bankruptcy Court
for the District of Massachusetts
(Hon. Elizabeth D. Katz, U.S. Bankruptcy Judge)

Before
Tester, Finkle, and Fagone,
United States Bankruptcy Appellate Panel Judges.

Carmenelisa Perez-Kudzma, Esq., on brief for Appellant.
Sean R. Higgins, Esq., and David A. Mawhinney, Esq., on brief for Appellee.

August 29, 2018

Finkle, U.S. Bankruptcy Appellate Panel Judge.

Edmilson Azevedo ("Debtor") appeals from the bankruptcy court's order granting the motion of U.S. Bank National Association, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2005-AR1 ("U.S. Bank"), for relief from the automatic stay under § 362(d)(1) and (2).[1] We **AFFIRM.**

BACKGROUND

A. Bankruptcy Filing and Chapter 13 Plan

In June 2017, the Debtor filed a chapter 13 petition. On July 5, 2017, the Debtor filed his bankruptcy schedules and a chapter 13 plan (the "Plan"). On Schedule A/B: Property, the Debtor listed his residence located at 35 Davis Street, Marlborough, Massachusetts (the "Property"), which he valued at $275,000.00. On his Schedule D: Creditors Who Have Claims Secured by Property, the Debtor identified "Americas Servicing Co[.]" as a creditor with a $511,147.77 claim secured by the Property.[2] On Schedule J: Your Expenses, the Debtor stated that he would "be surrendering the [Property] if he c[ould] not work out a loan modification."

In his Plan, the Debtor stated that he would not be paying any secured claims (including pre-petition payment arrears) through the Plan. Under "Modification of secured claims," he proposed the following treatment for Americas Servicing Co.:

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[1] Unless expressly stated otherwise, all references to "Bankruptcy Code" or to specific statutory sections shall be to the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §§ 101, et seq. All references to "Rule" are to the Federal Rules of Civil Procedure, and all references to "Bankruptcy Rule" are to the Federal Rules of Bankruptcy Procedure.

[2] U.S. Bank is the current holder of a note in the original amount of $344,755.00, executed by the Debtor and secured by a mortgage on the Property. Wells Fargo Bank, N.A., doing business as "Americas Servicing Co." ("Wells Fargo"), services the loan.

> Collateral (35 Davis St, Marlborough, MA 01752) will be surrendered pursuant to 11 U.S.C. § 1325(a)(5)(C) in full satisfaction of the claim; deficiency claim (if any) will be treated as wholly unsecured and paid pro-rata with other unsecured creditors[.]

B. U.S. Bank's Claim and Stay Relief Motion

On August 2, 2017, Wells Fargo filed a proof of claim on behalf of U.S. Bank in the amount of $600,294.50 (the "Claim"), consisting of a principal balance of $428,958.54, plus interest, fees, and other charges, secured by a lien on the Property. The Claim included $197,492.72 in pre-petition arrears as of the petition date.

In late September 2017, three months after the petition date, U.S. Bank filed a motion seeking relief from the automatic stay under § 362(d)(1) and (2) ("Stay Relief Motion"). U.S. Bank contended that: (1) as of the petition date, the Debtor owed approximately $600,294.50 in principal, interest, late fees, and other charges; (2) the Debtor owed $197,492.72 in pre-petition arrears; (3) there was a second encumbrance on the Property in the amount of $3,077.78; (4) the fair market value of the Property as scheduled by the Debtor was $275,000.00 and its liquidation value was $256,746.00; (5) the Plan provided for the surrender of the Property; (6) the Debtor had no equity in the Property; (7) the Debtor was not current on post-petition payments; and (8) the Property was not necessary for the Debtor's reorganization. U.S. Bank did not state the total amount of post-petition arrears, but noted that: "The total post-petition arrearage through the anticipated hearing on th[e] motion would also include any additional monthly mortgage payments in the amount of $2,459.99, which payments are due on the first of every month."

The Debtor objected to the Stay Relief Motion but agreed he had no equity in the Property. He also conceded that the Plan called for the surrender of the Property, but added that

he "wishe[d] to negotiate a deed in lieu of foreclosure with Lender." He did not dispute that he had failed to make post-petition payments to U.S. Bank, stating only: "Debtor has had to tend to his sick daughter and income has dramatically decrease[d]" and he was "in financial decline[ ]." Finally, the Debtor maintained that the Property was necessary for a successful reorganization.

The matter was set for hearing, and on the morning of the hearing the Debtor filed an Amended Chapter 13 Plan ("Amended Plan"). In that plan, he listed U.S. Bank as a secured creditor whose claim would be modified and revised the treatment of the Claim providing:

> Collateral (35 Davis St, Marlborough, MA 01752) will be surrendered pursuant to 11 U.S.C. § 1325(a)(5)(C) in full satisfaction of the claim if work out loan modification solutions are not successful; deficiency claim (if any) will be treated as wholly unsecured and paid pro-rata with other unsecured creditors.

In the motion accompanying the Amended Plan, the Debtor explained that he was amending the Plan "in order to explore property retention options and avoid foreclosure." The Debtor also submitted a letter he received from Wells Fargo dated October 19, 2017 (the "Wells Fargo Letter"), generally outlining loss mitigation options that might be available to him—including a loan modification, a forbearance, a repayment plan and/or a deed in lieu of foreclosure. The letter also advised that the Debtor could contact Wells Fargo's offices or a "housing counseling agency" to explore these options.

C. Bankruptcy Court's Grant of Stay Relief

At the hearing on the Stay Relief Motion, U.S. Bank stressed that it was seeking relief from stay because: (1) both the original Plan and the Amended Plan contemplated a surrender of the Property; (2) the Debtor was "currently $209,792.67 in arrears"; (3) U.S. Bank had not received any payments post-petition; and (4) the Debtor had no equity in the Property. In response, the Debtor acknowledged that he originally filed the Plan providing for the Property's

"surrender because there was no way he could cure [the arrears] through the plan." He argued, however, that new circumstances arose once he received the Wells Fargo Letter outlining various potential loss mitigation options. Thus, he asserted, a continuance of the hearing was justified so he could pursue those options. The bankruptcy court denied the continuance, explaining that the Debtor could pursue the same loss mitigation options whether or not the court granted relief from the stay.

On the merits, the court determined that because the fair market value of the Property was $275,000.00 and the outstanding mortgage was $600,000.00, U.S. Bank "more than met cause for [granting] a motion for relief from stay." The Debtor countered that the motion was "procedurally" deficient, arguing: "[T]here is no statement in their motion for relief that states . . . the amount of arrears owed. . . . [I]t doesn't even state that there are arrears owed in the motion, per se . . . . It's only based on the fact that the plan as filed states that there is a surrender." After finding that the Stay Relief Motion set forth the amount of pre-petition arrears and "the next paragraph has the post-petition arrearage," the court determined:

> I do think [U.S. Bank] ha[s] grounds [for relief from stay] and I think, in reading your [A]mended [P]lan that you just filed, you still seem to indicate that either it's a loan modification or it's a surrender. So because of that, the Bank has shown cause for relief from stay and I am going to grant the relief.
>
> I will not waive the 14-day stay of the entry of this order and your client can still work with the Bank.

Again, the Debtor pressed the omission of the amount of the post-petition arrears in the Stay Relief Motion as a material deficiency warranting denial of the motion. The bankruptcy court acknowledged that the motion was "a little bit vague," but found that "the numbers being what they are, . . . I have no basis not to grant this motion."

JURISDICTION

"Pursuant to 28 U.S.C. §§ 158(a) and (b), the Panel may hear appeals from 'final judgments, orders, and decrees[.]'" Fleet Data Processing Corp. v. Branch (In re Bank of New Eng. Corp.), 218 B.R. 643, 645 (B.A.P. 1st Cir. 1998); see also Bullard v. Blue Hills Bank, 135 S. Ct. 1686, 1692, 1695 (2015) (discussing the Panel's jurisdiction to hear bankruptcy appeals under 28 U.S.C. § 158(a)). An order granting relief from stay is a final, appealable order. See Pinpoint IT Servs., LLC v. Landrau Rivera (In re Atlas IT Exp. Corp.), 761 F.3d 177, 182 (1st Cir. 2014) ("Orders *granting* stay relief are orders 'disposing of a discrete dispute' and so are final and appealable as of right[.]"); see also Mercado v. Combined Invs., LLC (In re Mercado), 523 B.R. 755, 760 (B.A.P. 1st Cir. 2015) ("Mercado II"). The Panel has jurisdiction to hear this appeal.

STANDARD OF REVIEW

"A bankruptcy court has considerable discretion in deciding whether to grant relief from the automatic stay and its decision should be disturbed only if there is an abuse of discretion." Mercado II, 523 B.R. at 761 (citing Aguiar v. Interbay Funding, LLC (In re Aguiar), 311 B.R. 129, 132 (B.A.P. 1st Cir. 2004)). An abuse of discretion occurs when a court "relies upon an improper factor, neglects a factor entitled to substantial weight, or considers the correct mix of factors but makes a clear error of judgment in weighing them." Bacardí Int'l Ltd. v. V. Suárez & Co., 719 F.3d 1, 9 (1st Cir. 2013) (citation omitted). Under the abuse of discretion standard, the appellate court accepts the bankruptcy court's findings of fact unless they are clearly erroneous. Rockwood v. SKF USA Inc., 687 F.3d 1, 10 (1st Cir. 2012). The clearly erroneous standard is "a formidable standard, requiring a strong, unyielding belief that the bankruptcy

judge made a mistake." Sharfarz v. Goguen (In re Goguen), 691 F.3d 62, 69 (1st Cir. 2012) (citation omitted) (internal quotations omitted).

DISCUSSION

The Debtor argues that the bankruptcy court's order granting stay relief should be reversed for three reasons: U.S. Bank failed to comply with two local bankruptcy court rules, MLBR 4001-1(b)(2)(A) and 13-16-1(a)(1);[3] its pursuit of foreclosure proceedings is inappropriate where U.S. Bank "recently extended Debtor a written offer to apply for options to keep his home and avoid foreclosure"; and the bankruptcy court failed to set forth "written findings and/or conclusions of law."

I. Alleged Failure to Comply with Local Rules

A. Local Rule 4001-1(b)(2)(A)

Upon review of Local Rule 4001-1(b)(2)(A), we discern no lack of compliance by U.S. Bank. This rule provides: "If the movant seeks relief with respect to a stay of an act against property pursuant to [ ] § 362(d)(1) or (d)(2), then the motion shall state . . . the amounts and priority of the debt alleged to be owed to the movant[.]" MLBR 4001-1(b)(2)(A). Although the Debtor complains that the Stay Relief Motion did not set forth the precise amount of the post-petition arrears, the rule simply does not require it to do so. Local Rule 4001-1(b)(2)(A) does require the movant to state "the amounts and priority of the debt alleged to be owed," and U.S. Bank complied with this requirement. The Stay Relief Motion alleged that "as of the petition date" the Debtor owed approximately $600,294.50 in principal, interest, late fees, and other charges, secured by a first priority mortgage lien.

[3] All references to "MLBR" or "Local Rule" are to the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Massachusetts. Local Rule 1001-1 provides that the Local Rules "shall govern all proceedings in bankruptcy cases insofar as is just and practicable." MLBR 1001-1.

Looking beyond MLBR 4001-1(b)(2)(A) to the more specific local rule applicable to stay relief motions in chapter 13 cases, Local Rule 13-16-1(d), we again discern no material lack of compliance by U.S. Bank. Generally, this rule requires creditors seeking stay relief against real estate under § 362(d) to submit a worksheet stating, among other things, the "[t]otal pre-petition and post-petition indebtedness of Debtor(s) to Movant at the time of filing the motion." See MLBR Official Local Form 13. But it also clearly provides that the worksheet is *not* required if "the debtor has indicated *an intent to surrender* the real property . . . ." MLBR 13-16-1(d) (emphasis added). The Stay Relief Motion also included the pre-petition arrears of $197,492.72, and asserted that the Debtor had failed to remain current with post-petition payments and post-petition arrears would "also include any additional monthly mortgage payments in the amount of $2,459.99[.]" Nothing more was required. At the time U.S. Bank filed the Stay Relief Motion, the Debtor's Plan provided for the surrender of the Property, relieving U.S. Bank of the requirement to submit a worksheet detailing the total pre-petition and post-petition indebtedness owed. See MLBR 13-16-1(d).

Even if we afford the Debtor some leeway in his interpretation of these Local Rules, the Stay Relief Motion provided sufficient information for the Debtor to ascertain the amount of post-petition arrears. The calculation of this sum was a matter of simple math which the Debtor could easily have derived from the figures contained in the motion.[4] At no time during the

[4] The Stay Relief Motion listed pre-petition arrears of $197,492.72, and stated that monthly post-petition mortgage payments were $2,459.99, payable on the first of the month. The Debtor filed his petition in June 2017 and the hearing was held in November 2017. The Debtor did not deny that he had failed to make any post-petition payments to U.S. Bank. Thus, commencing with the month of July, five post-petition monthly mortgage payments had become due by the time of the hearing, totaling $12,299.95 ($2,459.99 x 5 months). At the hearing, U.S. Bank indicated the *total* arrears as of that date were $209,792.67, which exceeded the amount of pre-petition arrears by $12,299.95—the exact amount of post-petition mortgage payments which had become due.

hearing did the Debtor dispute the figures U.S. Bank presented or its counsel's assertions in support of the motion.[5] The bankruptcy court was well within its discretion to reject this alleged local rule violation as sufficient grounds to deny the Stay Relief Motion. See MLBR 13-16-1(d) ("The Court in its discretion may deny a motion for relief from stay pertaining to real estate notwithstanding the absence of an opposition, if the Worksheet and the documents required to be attached to it do not accompany the motion for relief from stay."); see also Buffets, Inc. v. Leischow, 732 F.3d 889, 895 (8th Cir. 2013) (determining that court "has considerable discretion in applying its local rules") (citation omitted); Cavic v. Wolfe (In re Cavic), BAP No. CC-08-1220-PaDC, 2009 WL 7809925, at *10 (B.A.P. 9th Cir. Mar. 2, 2009) ("[C]ourts have broad discretion to interpret their local rules[.]") (citation omitted) (internal quotations omitted); Nunez v. Nunez (In re Nunez), 196 B.R. 150, 158 (B.A.P. 9th Cir. 1996) (noting that bankruptcy court has "broad discretion to apply its local rules strictly or to overlook any transgressions") (citation omitted). "Departures from the local rules require reversal only when they affect a party's substantial rights." Fox v. De Long, No. 2:14-cv-02947-KJM, 2016 WL 6088371, at *11 (E.D. Cal. Jan. 8, 2016).

We conclude that the bankruptcy court did not abuse its discretion in granting the Stay Relief Motion despite U.S. Bank's failure to tally the precise amount of post-petition arrears in the motion.

[5] U.S. Bank's counsel stated that the Debtor was "currently $209,792.67 in arrears," and confirmed that "no payments ha[d] been received." According to counsel, this information "clarified the *total* arrearage to be $209,792.67 which was inclusive of post-petition arrears."

B. Local Rule 13-16-1(a)(1)

The Debtor also alleges error by the bankruptcy court because U.S. Bank allegedly failed to comply with Local Rule 13-16-1(a)(1). This Local Rule is entitled "Pre-filing Conference," and provides in relevant part:

> At least seven (7) days prior to filing a motion for relief from stay, counsel to the movant shall confer with counsel to the debtor or with the pro se debtor, in person or by telephone, to make a reasonable, good faith effort to resolve or narrow disputes as to the contents of the motion.

MLBR 13-16-1(a)(1).

The Debtor did not raise this issue below and, therefore, it is waived on appeal. See Privitera v. Curran (In re Curran), 855 F.3d 19, 27 n.4 (1st Cir. 2017) (citations omitted).[6]

II. Merits of Stay Relief Motion

Section 362(a) provides that the filing of a bankruptcy petition automatically stays all acts against a debtor and property of the debtor's estate, subject to certain enumerated exceptions. 11 U.S.C. § 362(a). Under § 362(d), a creditor can seek relief from the automatic stay. Section 362(d) provides:

> On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—
>
> > (1) for cause, including the lack of adequate protection of an interest in property of such party in interest; [or]
> >
> > (2) with respect to a stay of an act against property under subsection (a) of this section, if—

[6] For the sake of completeness, we note that if the argument had been timely raised, it is meritless. A pre-filing conference is not required where, as here, "the debtor has indicated an intent to surrender the real property that is the subject of the motion in the debtor's chapter 13 plan[.]" MLBR 13-16-1(a)(5). At the time U.S. Bank filed the Stay Relief Motion, the Plan provided for the surrender of the Property. The filing of an amended plan on the morning of the hearing did not impose this obligation on U.S. Bank after the fact. Moreover, both the Plan and the Amended Plan proposed by the Debtor were in reality still "surrender" plans, albeit with some equivocation if a loan modification was available.

(A) the debtor does not have an equity in such property; and
(B) such property is not necessary to an effective reorganization[.]

11 U.S.C. § 362(d)(1) & (2).

"The moving party has the initial burden to demonstrate either cause under [ ] § 362(d)(1) or the debtor's lack of equity in the property under [ ] § 362(d)(2), while the debtor has the burden of proof on all other issues, including whether the property is necessary to an effective reorganization." In re Lopez, 446 B.R. 12, 20 (Bankr. D. Mass. 2011) (citations omitted); see also 11 U.S.C. § 362(g) (setting forth burden of proof under § 362(d)). The standards for granting relief from stay under § 362(d)(1) and § 362(d)(2) are "independent and alternative." IK/S-Bar, LLC v. Direct Capital Corp. (In re IK/S-Bar), BAP No. CC-11-1165-PaDKi, 2011 Bankr. LEXIS 4835 (B.A.P. 9th Cir. Oct. 6, 2011) (citation omitted). The bankruptcy court may grant relief from the stay if the movant prevails under either prong of § 362(d). See In re Armenakis, 406 B.R. 589, 619 (Bankr. S.D.N.Y. 2009).

Although the bankruptcy court did not expressly specify upon which subsection it relied, it stated that there was "cause" to grant stay relief, alluding to § 362(d)(1). Its findings and conclusions—that U.S. Bank had demonstrated "cause" for stay relief because it had sufficiently established that the Debtor failed to make post-petition payments—were sufficient to warrant stay relief under this subsection. The Bankruptcy Code does not define "cause" for purposes of § 362(d)(1), leaving the court to consider what constitutes cause based on the totality of the circumstances in each particular case. See In re Podmostka, 527 B.R. 51, 54 (Bankr. D. Mass. 2015). U.S. Bank alleged that cause existed to lift the stay due to, among other things, the Debtor's failure to make post-petition payments.

It is well established that a debtor's failure to make post-petition mortgage payments as they become due constitutes "cause" to lift the automatic stay under § 362(d)(1). See, e.g., Campora v. HSBC Bank USA, N.A. (In re Campora), No. 14-CV-5066 (JFB), 2015 WL 5178823, at *5 (E.D.N.Y. Sept. 3, 2015) ("A debtor's failure to make post[-]petition mortgage payments constitutes sufficient cause to modify an automatic stay.") (citations omitted); In re Everett, No. 10-19457-FJB, 2013 WL 3757283, at *9 (Bankr. D. Mass. July 15, 2013) (concluding there was cause to lift automatic stay under § 362(d)(1) because of debtor's failure to make post-petition mortgage payments); In re Fennell, 495 B.R. 232, 239 (Bankr. E.D.N.Y. 2012) (determining cause existed to lift the automatic stay when debtor failed to make post-petition mortgage payments, and "introduced no evidence to contradict [creditor]'s assertion that she [wa]s delinquent on her mortgage payments"); In re Lopez, 446 B.R. at 20-21 (granting relief from stay where debtor was three months in arrears on his post-petition mortgage payments).

The Debtor acknowledges that a failure to make post-petition payments constitutes cause for relief from stay, and he does not dispute that he failed to make post-petition mortgage payments to U.S. Bank. Rather, he argues that the bankruptcy court erred by failing to require U.S. Bank to establish the Property's value and that the Property was declining in value. This argument is misguided; the failure to make post-petition payments, standing alone, justifies relief from the automatic stay under § 362(d)(1).

Without doubt, the record establishes cause for granting relief from stay under § 362(d)(1) based on the undisputed facts, and we conclude that the bankruptcy court did not abuse its discretion in granting the Stay Relief Motion. In light of this determination, we need not address any of the other alleged grounds for stay relief. See Nyamekye v. Wells Fargo Bank N.A. (In re Nyamekye), BAP No. CC-10-1218-KiPaD, 2011 WL 3300335, at *6 n.8 (B.A.P. 9th

Cir. Feb. 15, 2011) ("Because the bankruptcy court had cause to grant [the creditor]'s motion for relief from stay under [§] 362(d)(1), we need not address its decision also to grant the motion under [§] 362(d)(2).").

III. Sufficiency of Findings of Fact and Conclusions of Law

The Debtor's last pitch for reversal is that the bankruptcy court erred because it "did not state any comprehensive basis on the record for its decision to grant relief from the automatic stay either under § 362(d)(1) or (d)(2)," and it did not "issue any findings of fact and conclusions of law."

The Stay Relief Motion was a contested matter under Bankruptcy Rule 9014, and subject to Bankruptcy Rule 7052, which applies Rule 52(a)(1) to bankruptcy proceedings.[7] See Mercado v. Combined Invs., LLC (In re Mercado), BAP No. MB 13-021, 2013 WL 7118236, at *6 (B.A.P. 1st Cir. Nov. 20, 2013) ("Mercado I"); see also Mazzeo v. Lenhart (In re Mazzeo), 167 F.3d 139, 142 (2d Cir. 1999) ("Under the rules governing proceedings in the bankruptcy courts, Rule 52(a) . . . applies to the resolution of a dispute over a request for relief from the automatic stay."). Rule 52(a)(1) "requires the bankruptcy court to state its findings and conclusions on the record or in an opinion or memorandum of decision filed by the court." Mercado I, 2013 WL 7118236, at *6 (citing Fed. R. Bankr. P. 52(a)(1)). The court "need not

[7] Rule 52(a)(1) provides, in relevant part:

> [I]n an action tried on the facts without a jury or with an advisory jury, the court must find the facts specially and state its conclusions of law separately. The findings and conclusions may be stated on the record after the close of the evidence or may appear in an opinion or a memorandum of decision filed by the court. . . .

Fed. R. Civ. P. 52(a)(1).

include punctilious detail," but its findings of fact and conclusions of law must be sufficient to enable a reviewing court to determine the factual basis for the ruling. In re Mazzeo, 167 F.3d at 142 (citation omitted) (internal quotations omitted); see also Groman v. Watman (In re Watman), 301 F.3d 3, 13 (1st Cir. 2002); Veal v. Am. Home Mortg. Servicing, Inc. (In re Veal), 450 B.R. 897, 919 (B.A.P. 9th Cir. 2011) (citations omitted).

When a bankruptcy court does not set forth formal findings of fact and conclusions of law, the appellate court "may conduct appellate review if a complete understanding of the issues may be obtained from the record as a whole or if there can be no genuine dispute about omitted findings." In re Veal, 450 B.R. at 919-20 (citation omitted) (internal quotations omitted); see also Dev. Specialists, Inc. v. Kaplan (In re Irving Tanning Co.), 876 F.3d 384, 390 (1st Cir. 2017) ("Where the trial court's findings are insufficient, we may 'overlook the defect, if our own review of the record substantially eliminates all reasonable doubt as to the basis of the district court's decision.'") (quoting TEC Eng'g Corp. v. Budget Molders Supply, Inc., 82 F.3d 542, 545 (1st Cir. 1996)); McGarry v. Chew (In re Chew), 496 F.3d 11, 16-17 (1st Cir. 2007) (acknowledging that failure to provide "particularized findings of fact and rulings of law" is not reversible error where "the undisputed facts of the case demonstrated that the bankruptcy court's ruling should be affirmed").

In the present case, the bankruptcy court did not explicitly state that it was granting relief from the automatic stay for cause under § 362(d)(1). At a minimum, however, it determined that U.S. Bank had demonstrated "cause" for stay relief because it had sufficiently established that the Debtor failed to make post-petition payments—an implicit reference to § 362(d)(1)—and that based on the "numbers," there were grounds warranting stay relief. Although the

bankruptcy court did not present detailed findings of fact and conclusions of law, the record—including the Stay Relief Motion, the Debtor's response, and the hearing transcript—fully supports the bankruptcy court's decision to grant U.S. Bank relief from stay for "cause" under § 362(d)(1).

CONCLUSION

We conclude that relief from the automatic stay for cause was warranted under § 362(d)(1), and the bankruptcy court did not abuse its discretion in granting the Stay Relief Motion. We **AFFIRM**.