

STATE OF NEW YORK

6362

2021-2022 Regular Sessions

IN SENATE

April 23, 2021

Introduced by Sen. KAVANAGH -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development

AN ACT to amend chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", in relation to extending the effectiveness thereof; and to amend chapter 73 of the laws of 2021 relating to establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", in relation to extending the effectiveness thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 4 of section 1 of part A of chapter 381 of the
2 laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclo-
3 sure Prevention Act of 2020", is amended to read as follows:

4 4. "Hardship declaration" means the following statement, or a substan-
5 tially equivalent statement in the tenant's primary language, in
6 14-point type, published by the office of court administration, whether
7 in physical or electronic written form:

8 "NOTICE TO TENANT: If you have lost income or had increased costs
9 during the COVID-19 pandemic, or moving would pose a significant health
10 risk for you or a member of your household due to an increased risk for
11 severe illness or death from COVID-19 due to an underlying medical
12 condition, and you sign and deliver this hardship declaration form to
13 your landlord, you cannot be evicted until at least ~~May 1~~ August 31,
14 2021 for nonpayment of rent or for holding over after the expiration of
15 your lease. You may still be evicted for violating your lease by persis-
16 tently and unreasonably engaging in behavior that substantially
17 infringes on the use and enjoyment of other tenants or occupants or
18 causes a substantial safety hazard to others.

19 If your landlord has provided you with this form, your landlord must
20 also provide you with a mailing address and e-mail address to which you

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD11083-01-1

1 can return this form. If your landlord has already started an eviction
2 proceeding against you, you can return this form to either your land-
3 lord, the court, or both at any time. You should keep a copy or picture
4 of the signed form for your records. You will still owe any unpaid rent
5 to your landlord. You should also keep careful track of what you have
6 paid and any amount you still owe.

7 For more information about legal resources that may be available to
8 you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you
9 live in New York City or go to www.nycourts.gov/evictions/outside-nyc/
10 or call a local bar association or legal services provider if you live
11 outside of New York City. Rent relief may be available to you, and you
12 should contact your local housing assistance office.

13 TENANT'S DECLARATION OF HARDSHIP DURING THE COVID-19 PANDEMIC

14 I am a tenant, lawful occupant, or other person responsible for paying
15 rent, use and occupancy, or any other financial obligation under a lease
16 or tenancy agreement at (address of dwelling unit).
17 YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION PROTECTION BY
18 SELECTING OPTION "A" OR "B", OR BOTH.

19 A. () I am experiencing financial hardship, and I am unable to pay my
20 rent or other financial obligations under the lease in full or obtain
21 alternative suitable permanent housing because of one or more of the
22 following:

23 1. Significant loss of household income during the COVID-19 pandemic.

24 2. Increase in necessary out-of-pocket expenses related to performing
25 essential work or related to health impacts during the COVID-19 pandem-
26 ic.

27 3. Childcare responsibilities or responsibilities to care for an
28 elderly, disabled, or sick family member during the COVID-19 pandemic
29 have negatively affected my ability or the ability of someone in my
30 household to obtain meaningful employment or earn income or increased my
31 necessary out-of-pocket expenses.

32 4. Moving expenses and difficulty I have securing alternative housing
33 make it a hardship for me to relocate to another residence during the
34 COVID-19 pandemic.

35 5. Other circumstances related to the COVID-19 pandemic have negative-
36 ly affected my ability to obtain meaningful employment or earn income or
37 have significantly reduced my household income or significantly
38 increased my expenses.

39 To the extent that I have lost household income or had increased
40 expenses, any public assistance, including unemployment insurance,
41 pandemic unemployment assistance, disability insurance, or paid family
42 leave, that I have received since the start of the COVID-19 pandemic
43 does not fully make up for my loss of household income or increased
44 expenses.

45 B. () Vacating the premises and moving into new permanent housing would
46 pose a significant health risk because I or one or more members of my
47 household have an increased risk for severe illness or death from
48 COVID-19 due to being over the age of sixty-five, having a disability or
49 having an underlying medical condition, which may include but is not
50 limited to being immunocompromised.

1 I understand that I must comply with all other lawful terms under my
2 tenancy, lease agreement or similar contract. I further understand that
3 lawful fees, penalties or interest for not having paid rent in full or
4 met other financial obligations as required by my tenancy, lease agree-
5 ment or similar contract may still be charged or collected and may
6 result in a monetary judgment against me. I further understand that my
7 landlord may be able to seek eviction after ~~[May 1]~~ August 31, 2021, and
8 that the law may provide certain protections at that time that are sepa-
9 rate from those available through this declaration.

10 Signed:

11 Printed name:

12 Date signed:

13 NOTICE: You are signing and submitting this form under penalty of law.
14 That means it is against the law to make a statement on this form that
15 you know is false."

16 § 2. Sections 4 and 7 of part A of chapter 381 of the laws of 2020
17 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention
18 Act of 2020", are amended to read as follows:

19 § 4. Prohibition on initiation of eviction proceeding. If there is no
20 pending eviction proceeding and a tenant provides a hardship declaration
21 to the landlord or an agent of the landlord, there shall be no initi-
22 ation of an eviction proceeding against the tenant until at least ~~[May~~
23 ~~1]~~ August 31, 2021, and in such event any specific time limit for the
24 commencement of an eviction proceeding shall be tolled until ~~[May 1]~~
25 August 31, 2021.

26 § 7. Default judgments. No court shall issue a judgment in any
27 proceeding authorizing a warrant of eviction against a respondent who
28 has defaulted, or authorize the enforcement of an eviction pursuant to a
29 default judgment, prior to ~~[May 1]~~ August 31, 2021, without first hold-
30 ing a hearing after the effective date of this act upon motion of the
31 petitioner. The petitioner or an agent of the petitioner shall file an
32 affidavit attesting that the petitioner or the petitioner's agent has
33 served notice of the date, time, and place of such hearing on the
34 respondent, including a copy of such notice. If a default judgment has
35 been awarded prior to the effective date of this act, the default judg-
36 ment shall be removed and the matter restored to the court calendar upon
37 the respondent's written or oral request to the court either before or
38 during such hearing and an order to show cause to vacate the default
39 judgment shall not be required.

40 § 3. Subdivision a of section 8 of part A of chapter 381 of the laws
41 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
42 Prevention Act of 2020", is amended to read as follows:

43 a. (i) In any eviction proceeding in which an eviction warrant has
44 been issued prior to the effective date of this act, but has not yet
45 been executed as of the effective date of this act, including eviction
46 proceedings filed on or before March 7, 2020, the court shall stay the
47 execution of the warrant at least until the court has held a status
48 conference with the parties. (ii) In any eviction proceeding, if the
49 tenant provides a hardship declaration to the petitioner, the court, or
50 an agent of the petitioner or the court, prior to the execution of the
51 warrant, the execution shall be stayed until at least ~~[May 1]~~ August 31,
52 2021. If such hardship declaration is provided to the petitioner or
53 agent of the petitioner, such petitioner or agent shall promptly file it

1 with the court, advising the court in writing the index number of all
2 relevant cases.

3 § 4. Subdivision 4 of section 9 of part A of chapter 381 of the laws
4 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
5 Prevention Act of 2020", is amended to read as follows:

6 4. If the petitioner fails to establish that the tenant persistently
7 and unreasonably engaged in such behavior and the tenant provides or has
8 provided a hardship declaration to the petitioner, petitioner's agent or
9 the court, the court shall stay or continue to stay any further
10 proceedings until at least ~~May 1~~ August 31, 2021.

11 § 5. Section 13 of part A of chapter 381 of the laws of 2020 estab-
12 lishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act
13 of 2020", is amended to read as follows:

14 § 13. This act shall take effect immediately and sections one, two,
15 three, four, five, six, seven, eight, nine, ten and twelve of this act
16 shall expire ~~May 1~~ August 31, 2021.

17 § 6. Section 2 of subpart A of part B of chapter 381 of the laws of
18 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
19 Prevention Act of 2020", is amended to read as follows:

20 § 2. Definitions. For the purposes of this act, "Hardship Declaration"
21 means the following statement, or a substantially equivalent statement
22 in the mortgagor's primary language, in 14-point type, published by the
23 office of court administration, whether in physical or electronic writ-
24 ten form:

25 "NOTICE TO MORTGAGOR: If you have lost income or had increased costs
26 during the COVID-19 pandemic, and you sign and deliver this hardship
27 declaration form to your mortgage lender or other foreclosing party, you
28 cannot be foreclosed on until at least ~~May 1~~ August 31, 2021.

29 If your mortgage lender or other foreclosing party provided you with
30 this form, the mortgage lender or other foreclosing party must also
31 provide you with a mailing address and e-mail address to which you can
32 return this form. If you are already in foreclosure proceedings, you may
33 return this form to the court. You should keep a copy or picture of the
34 signed form for your records. You will still owe any unpaid mortgage
35 payments and lawful fees to your lender. You should also keep careful
36 track of what you have paid and any amount you still owe.

37 MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

38 I am the mortgagor of the property at (address of dwelling unit).
39 Including my primary residence, I own, whether directly or indirectly,
40 ten or fewer residential dwelling units. I am experiencing financial
41 hardship, and I am unable to pay my mortgage in full because of one or
42 more of the following:

- 43 1. Significant loss of household income during the COVID-19 pandemic.
- 44 2. Increase in necessary out-of-pocket expenses related to performing
45 essential work or related to health impacts during the COVID-19 pandem-
46 ic.
- 47 3. Childcare responsibilities or responsibilities to care for an
48 elderly, disabled, or sick family member during the COVID-19 pandemic
49 have negatively affected my ability or the ability of someone in my
50 household to obtain meaningful employment or earn income or increased my
51 necessary out-of-pocket expenses.
- 52 4. Moving expenses and difficulty I have securing alternative housing
53 make it a hardship for me to relocate to another residence during the
54 COVID-19 pandemic.
- 55 5. Other circumstances related to the COVID-19 pandemic have negative-
56 ly affected my ability to obtain meaningful employment or earn income or

1 have significantly reduced my household income or significantly
2 increased my expenses.

3 6. One or more of my tenants has defaulted on a significant amount of
4 their rent payments since March 1, 2020.

5 To the extent I have lost household income or had increased expenses,
6 any public assistance, including unemployment insurance, pandemic unem-
7 ployment assistance, disability insurance, or paid family leave, that I
8 have received since the start of the COVID-19 pandemic does not fully
9 make up for my loss of household income or increased expenses.

10 I understand that I must comply with all other lawful terms under my
11 mortgage agreement. I further understand that lawful fees, penalties or
12 interest for not having paid my mortgage in full as required by my mort-
13 gage agreement may still be charged or collected and may result in a
14 monetary judgment against me. I also understand that my mortgage lender
15 or other foreclosing party may pursue a foreclosure action against me on
16 or after ~~May 1~~ August 31, 2021, if I do not fully repay any missed or
17 partial payments and lawful fees.

18 Signed:

19 Printed Name:

20 Date Signed:

21 NOTICE: You are signing and submitting this form under penalty of law.
22 That means it is against the law to make a statement on this form that
23 you know is false."

24 § 7. Sections 5, 7, 8 and 12 of subpart A of part B of chapter 381 of
25 the laws of 2020 establishing the "COVID-19 Emergency Eviction and Fore-
26 closure Prevention Act of 2020", are amended to read as follows:

27 § 5. If a mortgagor provides a hardship declaration to the foreclosing
28 party or an agent of the foreclosing party, there shall be no initiation
29 of an action to foreclose a mortgage against the mortgagor until at
30 least ~~May 1~~ August 31, 2021, and in such event any specific time limit
31 for the commencement of an action to foreclose a mortgage shall be
32 tolled until ~~May 1~~ August 31, 2021.

33 § 7. In any action to foreclose a mortgage in which a judgment of sale
34 has not been issued, including actions filed on or before March 7, 2020,
35 if the mortgagor provides a hardship declaration to the foreclosing
36 party, the court, or an agent of the foreclosing party or the court, the
37 proceeding shall be stayed until at least ~~May 1~~ August 31, 2021. If
38 such hardship declaration is provided to the foreclosing party or agent
39 of the foreclosing party, such foreclosing party or agent shall promptly
40 file it with the court, advising the court in writing the index number
41 of all relevant cases.

42 § 8. In any action to foreclose a mortgage in which a judgment of sale
43 has been issued prior to the effective date of this act but has not yet
44 been executed as of the effective date of this act, including actions
45 filed on or before March 7, 2020, the court shall stay the execution of
46 the judgment at least until the court has held a status conference with
47 the parties. In any action to foreclose a mortgage, if the mortgagor
48 provides a hardship declaration to the foreclosing party, the court, or
49 an agent of the foreclosing party or the court, prior to the execution
50 of the judgment, the execution shall be stayed until at least ~~May 1~~
51 August 31, 2021. If such hardship declaration is provided to the fore-
52 closing party or agent of the foreclosing party, such foreclosing party
53 or agent shall promptly file it with the court, advising the court in
54 writing the index number of all relevant cases.

§ 12. This act shall take effect immediately and sections one, two, three, four, five, six, seven, eight, nine and eleven of this act shall expire ~~May 1~~ August 31, 2021.

§ 8. Subdivision 3 of section 2 of subpart B of part B of chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", is amended to read as follows:

3. "Hardship Declaration" means the following statement, or a substantially equivalent statement in the owner's primary language, in 14-point type, whether in physical or electronic written form:

"OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

I am the owner of the property at (address). Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my full tax bill because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.

2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.

3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.

4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent that I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

I understand that lawful fees, penalties or interest for not having paid my taxes in full may still be charged or collected and may result in a foreclosure action against me on or after ~~May 1~~ August 31, 2021, if I do not fully repay any missed or partial payments and fees.

Signed:

Printed Name:

Date Signed:

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false."

§ 9. Subdivision 3 of section 3 of subpart B of part B of chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", is amended to read as follows:

3. The submission of such a declaration, unless withdrawn by the owner, shall act as a temporary stay applicable to all entities and persons of all such tax lien sales and tax foreclosure actions and proceedings against such owner for such property that have been commenced or could have been commenced before ~~May 1~~ August 31, 2021.

§ 10. Section 4 of subpart B of part B of chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", is amended to read as follows:

§ 4. This act shall take effect immediately and sections one and two and subdivisions one, two, three, four and five of section three shall expire [~~May 1~~] August 31, 2021.

§ 11. Subdivision 2 of section 1 of subpart C of part B of chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", is amended to read as follows:

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean the following statement, or a substantially equivalent statement in the owner or mortgagor's primary language, in 14-point type, whether in physical or electronic written form, and the department of financial services shall publish a copy of the hardship declaration on its website:

"NOTICE TO OWNER/MORTGAGOR: If you have lost income or had increased costs due to the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your lending institution, you cannot be discriminated against in the determination of whether credit should be extended or reported negatively to a credit reporting agency until at least [~~May 1~~] August 31, 2021.

If a lending institution provided you with this form, the lending institution must also provide you with a mailing address and e-mail address to which you can return this form. You should keep a copy or picture of the signed form for your records.

OWNER/MORTGAGOR DECLARATION OF COVID-19-RELATED HARDSHIP

I am the OWNER/MORTGAGOR of the property at (address of dwelling unit). Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.

2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.

3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.

4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent that I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

Signed:

1 Printed Name:

2 Date Signed:

3 NOTICE: You are signing and submitting this form under penalty of law.
4 That means it is against the law to make a statement on this form that
5 you know is false."

6 § 12. Section 2 of subpart C of part B of chapter 381 of the laws of
7 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
8 Prevention Act of 2020", is amended to read as follows:

9 § 2. This act take effect immediately and shall expire [~~May 1~~] August
10 31, 2021.

11 § 13. Section 2 of subpart D of part B of chapter 381 of the laws of
12 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
13 Prevention Act of 2020", is amended to read as follows:

14 § 2. This act shall take effect immediately and shall expire [~~May 1~~]
15 August 31, 2021. This act shall be deemed to have been in full force and
16 effect on and after March 7, 2020.

17 § 14. Subdivision 4 of section 1 of part A of chapter 73 of the laws
18 of 2021 establishing the "COVID-19 Emergency Protect Our Small Busi-
19 nesses Act of 2021", is amended to read as follows:

20 4. "Hardship declaration" means the following statement, or a substan-
21 tially equivalent statement in the language in which the commercial
22 lease or tenancy agreement was written or negotiated, in 14-point type,
23 published by the office of court administration, whether in physical or
24 electronic written form:

25 "NOTICE TO COMMERCIAL TENANT: If you have lost significant revenue or
26 had significantly increased necessary costs during the COVID-19 pandem-
27 ic, and you sign and deliver this hardship declaration form to your
28 landlord, you cannot be evicted until at least [~~May 1~~] August 31, 2021
29 for nonpayment of rent or for holding over after the expiration of your
30 lease. You may still be evicted for violating your lease by persistently
31 and unreasonably engaging in behavior that substantially infringes on
32 the use and enjoyment of other tenants or occupants or causes a substan-
33 tial safety hazard to others.

34 If your landlord has provided you with this form, your landlord must
35 also provide you with a mailing address and e-mail address to which you
36 can return this form. If your landlord has already started an eviction
37 proceeding against you, you can return this form to either your land-
38 lord, the court, or both at any time. You should keep a copy or picture
39 of the signed form for your records. You will still owe any unpaid rent
40 to your landlord. You should also keep careful track of what you have
41 paid and any amount you still owe.

42 COMMERCIAL TENANT'S DECLARATION OF HARDSHIP DURING THE
43 COVID-19 PANDEMIC

44 I am the owner, chief executive officer, president, or similar officer
45 of (name of business), in which is a commercial tenant at (address of
46 commercial unit). My business is resident in New York state, independ-
47 ently owned and operated, not dominant in its field, and employs fifty
48 or fewer persons. My business is experiencing financial hardship, and
49 is unable to pay the rent or other financial obligations under the lease
50 in full or obtain an alternative suitable commercial property because of
51 one or more of the following:

52 1. Significant loss of revenue during the COVID-19 pandemic.

53 2. Significant increase in necessary expenses related to providing
54 personal protective equipment to employees or purchasing and installing

1 other protective equipment to prevent the transmission of COVID-19 with-
2 in the business.

3 3. Moving expenses and difficulty in securing an alternative commer-
4 cial property make it a hardship for the business to relocate to another
5 location during the COVID-19 pandemic.

6 To the extent the business has lost revenue or had increased expenses,
7 any public assistance the business has received since the start of the
8 COVID-19 pandemic does not fully make up for the business's loss of
9 revenue or increased expenses.

10 I understand that the business must comply with all other lawful terms
11 under its commercial tenancy, lease agreement or similar contract. I
12 further understand that lawful fees, penalties or interest for not
13 having paid rent in full or met other financial obligations as required
14 by the commercial tenancy, lease agreement or similar contract may still
15 be charged or collected and may result in a monetary judgment. I
16 further understand that the landlord may be able to seek eviction after
17 ~~May 1~~ August 31, 2021, and that the law may provide certain
18 protections at that time that are separate from those available through
19 this declaration.

20 Signed:

21 Printed name:

22 Date signed:

23 NOTICE: You are signing and submitting this form under penalty of law.
24 That means it is against the law to make a statement on this form that
25 you know is false."

26 § 15. Section 2 of part A of chapter 73 of the laws of 2021 estab-
27 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of
28 2021", is amended to read as follows:

29 § 2. No commercial tenant shall be removed from the possession prior
30 to ~~May 1~~ August 31, 2021, except by an eviction proceeding.

31 § 16. Section 5 of part A of chapter 73 of the laws of 2021 establish-
32 ing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021",
33 is amended to read as follows:

34 § 5. Prohibition on initiation of eviction proceeding. If there is no
35 pending eviction proceeding and a tenant provides a hardship declaration
36 to the landlord or an agent of the landlord, there shall be no initi-
37 ation of an eviction proceeding against the tenant until at least ~~May~~
38 ~~1~~ August 31, 2021, and in such event any specific time limit for the
39 commencement of an eviction proceeding shall be tolled until ~~May 1~~
40 August 31, 2021.

41 § 17. Section 7 of part A of chapter 73 of the laws of 2021 establish-
42 ing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021",
43 is amended to read as follows:

44 § 7. Pending proceedings. In any eviction proceeding in which an
45 eviction warrant or judgment of possession or ejectment has not been
46 issued, including eviction proceedings filed on or before March 7, 2020,
47 if the tenant provides a hardship declaration to the petitioner or
48 plaintiff, the court, or an agent of the petitioner or plaintiff or the
49 court, the eviction proceeding shall be stayed until at least ~~May 1~~
50 August 31, 2021. If such hardship declaration is provided to the peti-
51 tioner or plaintiff or agent, such petitioner or plaintiff or agent
52 shall promptly file it with the court, advising the court in writing the
53 index number of all relevant cases.

§ 18. Paragraph (ii) of subdivision a of section 8 of part A of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

(ii) In any eviction proceeding, if the tenant provides a hardship declaration to the petitioner or plaintiff, the court, or an agent of the petitioner or plaintiff or the court, prior to the execution of the warrant or judgment, the execution shall be stayed until at least ~~May 1~~ August 31, 2021. If such hardship declaration is provided to the petitioner or plaintiff or agent of the petitioner or plaintiff, such petitioner or plaintiff or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 19. Subdivision 4 of section 9 of part A of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

4. If the petitioner or plaintiff fails to establish that the tenant persistently and unreasonably engaged in such behavior and the tenant provides or has provided a hardship declaration to the petitioner, petitioner's or plaintiff's agent or the court, the court shall stay or continue to stay any further proceedings until at least ~~May 1~~ August 31, 2021.

§ 20. Section 13 of part A of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

§ 13. This act shall take effect immediately and sections one, two, three, four, five, six, seven, eight, nine, ten and twelve of this act shall expire ~~May 1~~ August 31, 2021.

§ 21. Section 2 of subpart A of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

§ 2. Definitions. For the purposes of this act, "Hardship Declaration" means the following statement in 14-point type, published by the office of court administration, whether in physical or electronic written form:

"NOTICE TO COMMERCIAL MORTGAGOR: If you have lost significant revenue or had significantly increased necessary costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least ~~May 1~~ August 31, 2021.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

COMMERCIAL MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

I am the owner, chief executive officer, president, or similar officer of (name of the business), which is the mortgagor of the property at (address of commercial unit). My business owns, whether directly or indirectly, ten or fewer commercial units. My business is resident in New York State, independently owned and operated, not dominant in its field, and employs fifty or fewer persons. My business is experiencing financial hardship and is unable to pay the mortgage in full because of one or more of the following:

1. Significant loss of revenue during the COVID-19 pandemic.

2. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

3. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic.

4. One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent that the business has lost revenue or had increased expenses, any public assistance the business has received since the start of the COVID-19 pandemic does not fully make up for the business's loss of revenue or increased expenses.

I understand that the business must comply with all other lawful terms under my commercial mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid the mortgage in full as required by the commercial mortgage agreement may still be charged or collected and may result in a monetary judgment. I also understand that the mortgage lender or other foreclosing party may pursue a foreclosure action against the business on or after ~~May 1~~ August 31, 2021, if I do not fully repay any missed or partial payments and lawful fees.

Signed:

Printed Name:

Date Signed:

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false."

§ 22. Section 5 of subpart A of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

§ 5. If a mortgagor provides a hardship declaration to the foreclosing party or an agent of the foreclosing party, there shall be no initiation of an action to foreclose a mortgage against the mortgagor until at least ~~May 1~~ August 31, 2021, and in such event any specific time limit for the commencement of an action to foreclose a mortgage shall be tolled until ~~May 1~~ August 31, 2021.

§ 23. Sections 7 and 8 of subpart A of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", are amended to read as follows:

§ 7. In any action to foreclose a mortgage in which a judgment of sale has not been issued, including actions filed on or before March 7, 2020, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, the proceeding shall be stayed until at least ~~May 1~~ August 31, 2021. If such hardship declaration is provided to the foreclosing party or agent of the foreclosing party, such foreclosing party or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 8. In any action to foreclose a mortgage in which a judgment of sale has been issued prior to the effective date of this act but has not yet been executed as of the effective date of this act, including actions filed on or before March 7, 2020, the court shall stay the execution of the judgment at least until the court has held a status conference with the parties. In any action to foreclose a mortgage, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, prior to the execution

1 of the judgment, the execution shall be stayed until at least [~~May 1~~
2 August 31, 2021. If such hardship declaration is provided to the fore-
3 closing party or agent of the foreclosing party, such foreclosing party
4 or agent shall promptly file it with the court, advising the court in
5 writing the index number of all relevant cases.

6 § 24. Section 12 of subpart A of part B of chapter 73 of the laws of
7 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
8 Act of 2021", is amended to read as follows:

9 § 12. This act shall take effect immediately and sections one, two,
10 three, four, five, six, seven, eight, nine and eleven of this act shall
11 expire [~~May 1~~ August 31, 2021.

12 § 25. Subdivision 3 of section 2 of subpart B of part B of chapter
13 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
14 Small Businesses Act of 2021", is amended to read as follows:

15 3. "Hardship Declaration" means the following statement in 14-point
16 type, whether in physical or electronic written form:

17 "COMMERCIAL OWNER DECLARATION OF COVID-19-RELATED HARDSHIP
18 I am the owner, chief executive officer, president, or similar officer
19 of (name of the business), which is the owner of the commercial property
20 at (address). My business owns, whether directly or indirectly, ten or
21 fewer commercial units. My business is resident in New York State,
22 independently owned and operated, not dominant in its field, and employs
23 fifty or fewer persons. My business is experiencing financial hardship,
24 and is unable to pay its full tax bill because of one or more of the
25 following:

- 26 1. Significant loss of revenue during the COVID-19 pandemic.
- 27 2. Significant increase in necessary expenses related to providing
28 personal protective equipment to employees or purchasing and installing
29 other protective equipment to prevent the transmission of COVID-19 with-
30 in the business.
- 31 3. Moving expenses and difficulty in securing an alternative commer-
32 cial property make it a hardship for the business to relocate to another
33 property during the COVID-19 pandemic.

- 34 4. One or more of the business's tenants has defaulted on a signif-
35 icant amount of their rent payments since March 1, 2020.

36 To the extent that the business has lost revenue or had increased
37 expenses, any public assistance that the business has received since the
38 start of the COVID-19 pandemic does not fully make up for the loss of
39 revenue or increased expenses.

40 I understand that lawful fees, penalties or interest for not having
41 paid the business's taxes in full may still be charged or collected and
42 may result in a foreclosure action against the business on or after [~~May~~
43 August 31, 2021, if the business does not fully repay any missed or
44 partial payments and fees.

45 Signed:

46 Printed Name:

47 Date Signed:

48 NOTICE: You are signing and submitting this form under penalty of law.
49 That means it is against the law to make a statement on this form that
50 you know is false."

51 § 26. Subdivision 3 of section 3 of subpart B of part B of chapter
52 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
53 Small Businesses Act of 2021", is amended to read as follows:

54 3. The submission of such a declaration, unless withdrawn by the
55 owner, shall act as a temporary stay applicable to all entities and
56 persons of all such tax lien sales and tax foreclosure actions and

proceedings against such owner for such property that have been commenced or could have been commenced before ~~May 1~~ August 31, 2021.

§ 27. Section 4 of subpart B of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

§ 4. This act shall take effect immediately and sections one and two and subdivisions one, two, three, four and five of section three shall expire ~~May 1~~ August 31, 2021.

§ 28. Subdivision 2 of section 1 of subpart C of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", is amended to read as follows:

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean the following statement in 14-point type, whether in physical or electronic written form, and the department of financial services shall publish a copy of the hardship declaration on its website:

"NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant revenue or had significantly increased necessary costs due to the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your lending institution, you cannot be discriminated against in the determination of whether credit should be extended or reported negatively to a credit reporting agency until at least ~~May 1~~ August 31, 2021.

If a lending institution provided you with this form, the lending institution must also provide you with a mailing address and e-mail address to which you can return this form. You should keep a copy or picture of the signed form for your records.

COMMERCIAL OWNER/MORTGAGOR DECLARATION OF COVID-19-RELATED HARDSHIP

I am the owner, chief executive officer, president, or similar officer of (name of the business), which is the OWNER/MORTGAGOR of the property at (address of commercial unit). My business owns, whether directly or indirectly, ten or fewer commercial units. My business is resident in New York State, independently owned and operated, not dominant in its field, and employs fifty or fewer persons. My business is experiencing financial hardship, and is unable to pay the mortgage in full because of one or more of the following:

1. Significant loss of revenue during the COVID-19 pandemic.

2. Significant increase in necessary out-of-pocket expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

3. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another commercial property during the COVID-19 pandemic.

4. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent that the business has lost revenue or had increased expenses, any public assistance that the business has received since the start of the COVID-19 pandemic does not fully make up for the loss of revenue or increased expenses.

Signed:

Printed Name:

Date Signed:

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1 § 29. Section 2 of subpart C of part B of chapter 73 of the laws of
2 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
3 Act of 2021", is amended to read as follows:

4 § 2. This act take effect immediately and shall expire [~~May 1~~] August
5 31, 2021.

6 § 30. This act shall take effect immediately and shall be deemed to
7 have been in full force and effect on May 1, 2021; provided, however,
8 that the amendments to parts A and B of chapter 381 of the laws of 2020
9 made by this act shall not affect the expiration of such parts and shall
10 be repealed therewith; and provided further, that the amendments to
11 parts A and B of chapter 73 of the laws of 2021 made by this act shall
12 not affect the expiration of such parts and shall be deemed to expire
13 therewith.