

STATE OF NEW YORK

11181

IN ASSEMBLY

December 24, 2020

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Dinowitz, Cymbrowitz, Heastie, Reyes, Richardson, Epstein, Gottfried, Lentol, Weinstein, Nolan, Abbate, Glick, Aubry, Cahill, Perry, Ortiz, Colton, Ramos, Benedetto, Jaffee, L. Rosenthal, DenDekker, Thiele, Bronson, Rodriguez, Simotas, Weprin, Quart, Kim, Mosley, Davila, Pichardo, Blake, Seawright, Simon, Hyndman, Carroll, De La Rosa, Niou, Vanel, Taylor, Cruz, Darling, Fernandez, Anderson) -- read once and referred to the Committee on Judiciary

AN ACT establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020"; in relation to eviction proceedings; and to provide for the expiration of certain provisions upon the expiration thereof (Part A); in relation to foreclosure proceedings; and providing for the expiration of certain provisions upon the expiration thereof (Subpart A); in relation to tax sales; and providing for the expiration of certain provisions upon the expiration thereof (Subpart B); to establish hardship declarations for owners of residential real property; and providing for the expiration of such provisions upon the expiration thereof (Subpart C); and to authorize every governing body of an assessing unit and local assessor to extend to the 2021 assessment roll, the renewal of the exemptions received on the 2020 assessment roll; and to provide for the expiration of such provisions upon the expiration thereof (Subpart D) (Part B)

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

1 Section 1. This act enacts into law components of legislation relating
2 to eviction and foreclosure protections. Each component is wholly
3 contained within a Part identified as Parts A through B. The effective
4 date for each particular provision contained within such Part is set
5 forth in the last section of such Part. Any provision in any section
6 contained within a Part, including the effective date of the Part, which
7 makes reference to a section "of this act", when used in connection with
8 that particular component, shall be deemed to mean and refer to the
9 corresponding section of the Part in which it is found. Section four of
10 this act sets forth the general effective date of this act.

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

LBD17721-01-0

1 § 2. Short title. This act shall be known and may be cited as the
2 "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020".

3 § 3. Legislative intent. The Legislature finds and declares all of the
4 following:

5 On March 7, 2020, Governor Andrew Cuomo proclaimed a state of emergen-
6 cy in response to the Coronavirus disease (COVID-19) pandemic. Measures
7 necessary to contain the spread of COVID-19 have brought about wide-
8 spread economic and societal disruption, placing the state of New York
9 in unprecedented circumstances.

10 COVID-19 presents a historic threat to public health. Hundreds of
11 thousands of residents are facing eviction or foreclosure due to neces-
12 sary disease control measures that closed businesses and schools, and
13 triggered mass-unemployment across the state. The pandemic has further
14 interrupted court operations, the availability of counsel, the ability
15 for parties to pay for counsel, and the ability to safely commute and
16 enter a courtroom, settlement conference and the like.

17 Stabilizing the housing situation for tenants, landlords, and homeown-
18 ers is to the mutual benefit of all New Yorkers and will help the state
19 address the pandemic, protect public health, and set the stage for
20 recovery. It is, therefore, the intent of this legislation to avoid as
21 many evictions and foreclosures as possible for people experiencing a
22 financial hardship during the COVID-19 pandemic or who cannot move due
23 to an increased risk of severe illness or death from COVID-19.

24 As such, it is necessary to temporarily allow people impacted by
25 COVID-19 to remain in their homes. A limited, temporary stay is neces-
26 sary to protect the public health, safety and morals of the people the
27 Legislature represents from the dangers of the COVID-19 emergency
28 pandemic.

29 PART A

30 Section 1. Definitions. For the purposes of this act: 1. "Eviction
31 proceeding" means a summary proceeding to recover possession of real
32 property under article seven of the real property actions and
33 proceedings law relating to a residential dwelling unit or any other
34 judicial or administrative proceeding to recover possession of real
35 property relating to a residential dwelling unit.

36 2. "Landlord" includes a landlord, owner of a residential property and
37 any other person with a legal right to pursue eviction, possessory
38 action or a money judgment for rent, including arrears, owed or that
39 becomes due during the COVID-19 covered period, as defined in section 1
40 of chapter 127 of the laws of 2020.

41 3. "Tenant" includes a residential tenant, lawful occupant of a dwell-
42 ing unit, or any other person responsible for paying rent, use and occu-
43 pancy, or any other financial obligation under a residential lease or
44 tenancy agreement, but does not include a residential tenant or lawful
45 occupant with a seasonal use lease where such tenant has a primary resi-
46 dence to which to return to.

47 4. "Hardship declaration" means the following statement, or a substan-
48 tially equivalent statement in the tenant's primary language, in
49 14-point type, published by the office of court administration, whether
50 in physical or electronic written form:

51 "NOTICE TO TENANT: If you have lost income or had increased costs
52 during the COVID-19 pandemic, or moving would pose a significant health
53 risk for you or a member of your household due to an increased risk for
54 severe illness or death from COVID-19 due to an underlying medical

1 condition, and you sign and deliver this hardship declaration form to
2 your landlord, you cannot be evicted until at least May 1, 2021 for
3 nonpayment of rent or for holding over after the expiration of your
4 lease. You may still be evicted for violating your lease by persistently
5 and unreasonably engaging in behavior that substantially infringes on
6 the use and enjoyment of other tenants or occupants or causes a substan-
7 tial safety hazard to others.

8 If your landlord has provided you with this form, your landlord must
9 also provide you with a mailing address and e-mail address to which you
10 can return this form. If your landlord has already started an eviction
11 proceeding against you, you can return this form to either your land-
12 lord, the court, or both at any time. You should keep a copy or picture
13 of the signed form for your records. You will still owe any unpaid rent
14 to your landlord. You should also keep careful track of what you have
15 paid and any amount you still owe.

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

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

23 I am a tenant, lawful occupant, or other person responsible for paying
24 rent, use and occupancy, or any other financial obligation under a lease
25 or tenancy agreement at (address of dwelling unit).

26 YOU MUST INDICATE BELOW YOUR QUALIFICATION FOR EVICTION PROTECTION BY
27 SELECTING OPTION "A" OR "B", OR BOTH.

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

- 32 1. Significant loss of household income during the COVID-19 pandemic.
- 33 2. Increase in necessary out-of-pocket expenses related to performing
34 essential work or related to health impacts during the COVID-19 pandem-
35 ic.
- 36 3. Childcare responsibilities or responsibilities to care for an
37 elderly, disabled, or sick family member during the COVID-19 pandemic
38 have negatively affected my ability or the ability of someone in my
39 household to obtain meaningful employment or earn income or increased my
40 necessary out-of-pocket expenses.
- 41 4. Moving expenses and difficulty I have securing alternative housing
42 make it a hardship for me to relocate to another residence during the
43 COVID-19 pandemic.
- 44 5. Other circumstances related to the COVID-19 pandemic have negative-
45 ly affected my ability to obtain meaningful employment or earn income or
46 have significantly reduced my household income or significantly
47 increased my expenses.

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

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

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

16 Signed:
17 Printed name:
18 Date signed:

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

22 § 2. Pending eviction proceedings. Any eviction proceeding pending on
23 the effective date of this act, including eviction proceedings filed on
24 or before March 7, 2020, or commenced within thirty days of the effec-
25 tive date of this act shall be stayed for at least sixty days, or to
26 such later date that the chief administrative judge shall determine is
27 necessary to ensure that courts are prepared to conduct proceedings in
28 compliance with this act and to give tenants an opportunity to submit
29 the hardship declaration pursuant to this act. The court in each case
30 shall promptly issue an order directing such stay and promptly mail the
31 respondent a copy of the hardship declaration in English, and, to the
32 extent practicable, the tenant's primary language, if other than
33 English.

34 § 3. Pre-eviction notices. A landlord shall include a "Hardship Decla-
35 ration" in 14-point type, with every written demand for rent made pursu-
36 ant to subdivision 2 of section 711 of the real property actions and
37 proceedings law, with any other written notice required by the lease or
38 tenancy agreement, law or rule to be provided prior to the commencement
39 of an eviction proceeding, and with every notice of petition served on a
40 tenant. If the translation of the hardship declaration in the tenant's
41 primary language is not available on the office of court adminis-
42 tration's public website, as provided by section ten of this act, it
43 shall be the landlord's responsibility to obtain a suitable translation
44 of the hardship declaration in the tenant's primary language. Such
45 notice shall also include:

46 1. a mailing address, telephone number and active email address the
47 tenant can use to contact the landlord and return the hardship declara-
48 tion; and

49 2. a list of all not-for-profit legal service providers actively
50 handling housing matters in the county where the subject premises are
51 located. Such lists shall be prepared and regularly updated, to the
52 extent practicable, for such purpose and published on the website of the
53 office of court administration.

1 § 4. Prohibition on initiation of eviction proceeding. If there is no
2 pending eviction proceeding and a tenant provides a hardship declaration
3 to the landlord or an agent of the landlord, there shall be no initi-
4 ation of an eviction proceeding against the tenant until at least May 1,
5 2021, and in such event any specific time limit for the commencement of
6 an eviction proceeding shall be tolled until May 1, 2021.

7 § 5. Required affidavit. 1. No court shall accept for filing any peti-
8 tion or other filing to commence an eviction proceeding unless the peti-
9 tioner or an agent of the petitioner files an affidavit of service,
10 under penalty of perjury, demonstrating the manner in which the peti-
11 tioner or the petitioner's agent served a copy of the hardship declara-
12 tion in English and the tenant's primary language, if other than
13 English, with any rent demand and with any other written notice required
14 by the lease or tenancy agreement, law or rule to be provided prior to
15 the commencement of an eviction proceeding, and an affidavit under
16 penalty of perjury:

17 a. attesting that at the time of filing, neither the petitioner nor
18 any agent of the petitioner has received a hardship declaration from the
19 respondent or any other tenant or occupant of the dwelling unit that is
20 the subject of the proceeding, or

21 b. attesting that the respondent or another tenant or occupant of the
22 dwelling unit that is the subject of the proceeding has returned a hard-
23 ship declaration, but the respondent is persistently and unreasonably
24 engaging in behavior that substantially infringes on the use and enjoy-
25 ment of other tenants or occupants or causes a substantial safety hazard
26 to others, with a specific description of the behavior alleged.

27 2. Upon accepting a petition pursuant to article 7 of the real proper-
28 ty actions and proceedings law, the attorney, judge or clerk of the
29 court, as the case may be, shall determine whether a copy of the hard-
30 ship declaration in English and the tenant's primary language, if other
31 than English, is annexed to the served notice of petition and, if not,
32 shall ensure that the hardship declaration is attached to such notice.
33 Service of the notice of petition with the attached hardship declaration
34 shall be made by personal delivery to the respondent, unless such
35 service cannot be made with due diligence, in which case service may be
36 made under section 735 of the real property actions and proceedings law.
37 At the earliest possible opportunity, the court shall seek confirmation
38 on the record or in writing from the respondent that the respondent has
39 received the hardship declaration and that the respondent has not
40 submitted a hardship declaration to the petitioner, an agent of the
41 petitioner, or the court. If the court determines a respondent has not
42 received a hardship declaration, then the court shall stay the proceed-
43 ing for a reasonable period of time, which shall be no less than ten
44 business days or any longer period provided by law, and provide the
45 respondent with a copy of the hardship declaration in English and the
46 respondent's primary language, if other than English, to ensure the
47 respondent received and fully considered whether to submit the hardship
48 declaration.

49 § 6. Pending proceedings. In any eviction proceeding in which an
50 eviction warrant has not been issued, including eviction proceedings
51 filed on or before March 7, 2020, if the tenant provides a hardship
52 declaration to the petitioner, the court, or an agent of the petitioner
53 or the court, the eviction proceeding shall be stayed until at least May
54 1, 2021. If such hardship declaration is provided to the petitioner or
55 agent, such petitioner or agent shall promptly file it with the court,
56 advising the court in writing the index number of all relevant cases.

1 § 7. Default judgments. No court shall issue a judgment in any
2 proceeding authorizing a warrant of eviction against a respondent who
3 has defaulted, or authorize the enforcement of an eviction pursuant to a
4 default judgment, prior to May 1, 2021, without first holding a hearing
5 after the effective date of this act upon motion of the petitioner. The
6 petitioner or an agent of the petitioner shall file an affidavit attest-
7 ing that the petitioner or the petitioner's agent has served notice of
8 the date, time, and place of such hearing on the respondent, including a
9 copy of such notice. If a default judgment has been awarded prior to the
10 effective date of this act, the default judgment shall be removed and
11 the matter restored to the court calendar upon the respondent's written
12 or oral request to the court either before or during such hearing and an
13 order to show cause to vacate the default judgment shall not be
14 required.

15 § 8. Post warrant of eviction. a. (i) In any eviction proceeding in
16 which an eviction warrant has been issued prior to the effective date of
17 this act, but has not yet been executed as of the effective date of this
18 act, including eviction proceedings filed on or before March 7, 2020,
19 the court shall stay the execution of the warrant at least until the
20 court has held a status conference with the parties. (ii) In any
21 eviction proceeding, if the tenant provides a hardship declaration to
22 the petitioner, the court, or an agent of the petitioner or the court,
23 prior to the execution of the warrant, the execution shall be stayed
24 until at least May 1, 2021. If such hardship declaration is provided to
25 the petitioner or agent of the petitioner, such petitioner or agent
26 shall promptly file it with the court, advising the court in writing the
27 index number of all relevant cases.

28 b. In any eviction proceeding in which a warrant has been issued,
29 including eviction proceedings filed on or before March 7, 2020, any
30 warrant issued shall not be effective as against the occupants, unless,
31 in addition to the requirements under section 749 of the real property
32 actions and proceedings law for warrants, such warrant states:

33 (i) The tenant has not submitted the hardship declaration and the
34 tenant was properly served with a copy of the hardship declaration
35 pursuant to this section, listing dates the tenant was served with the
36 hardship declaration by the petitioner and the court; or

37 (ii) The tenant is ineligible for a stay under this act because the
38 court has found that the tenant is persistently and unreasonably engag-
39 ing in behavior that substantially infringes on the use and enjoyment of
40 other tenants or occupants or causes a substantial safety hazard to
41 others, with a specific description of the behavior.

42 c. No court shall issue a warrant directed to the sheriff of the coun-
43 ty or to any constable or marshal of the city in which the property, or
44 a portion thereof, is situated, or, if it is not situated in a city, to
45 any constable of any town in the county, that does not comply with the
46 requirements of this section.

47 d. No officer to whom the warrant is directed shall execute a warrant
48 for eviction issued that does not comply with the requirements of this
49 section.

50 e. Unless the warrant contains the information contained in paragraph
51 (ii) of subdivision b of this section, if any tenant delivers the
52 hardship declaration to the officer to whom the warrant is directed, the
53 officer shall not execute the warrant and shall return the hardship form
54 to the court indicating the appropriate index/case number the form is
55 associated with.

1 § 9. Sections two, four, six and paragraph (ii) of subdivision a of
2 section eight of this act shall not apply if the tenant is persistently
3 and unreasonably engaging in behavior that substantially infringes on
4 the use and enjoyment of other tenants or occupants or causes a substan-
5 tial safety hazard to others, provided:

6 1. If an eviction proceeding is pending on the effective date of this
7 act, but the petitioner has not previously alleged that the tenant
8 persistently and unreasonably engaged in such behavior, the petitioner
9 shall be required to submit a new petition with such allegations and
10 comply with all notice and service requirements under article 7 of the
11 real property actions and proceedings law and this act.

12 2. If the court has awarded a judgment against a respondent prior to
13 the effective date of this act on the basis of objectionable or nuisance
14 behavior, the court shall hold a hearing to determine whether the tenant
15 is continuing to persist in engaging in unreasonable behavior that
16 substantially infringes on the use and enjoyment of other tenants or
17 occupants or causes a substantial safety hazard to others.

18 3. For the purposes of this act, a mere allegation of the behavior by
19 the petitioner or an agent of the petitioner alleging such behavior
20 shall not be sufficient evidence to establish that the tenant has
21 engaged in such behavior.

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

27 5. If the petitioner establishes that the tenant persistently and
28 unreasonably engaged in such behavior or the tenant fails to provide a
29 hardship declaration to the petitioner, petitioner's agent or the court,
30 the proceeding may continue pursuant to article 7 of the real property
31 actions and proceedings law and this act.

32 § 10. Translation of hardship declaration. The office of court admin-
33 istration shall translate the hardship declaration, as defined in
34 section one of this act, into Spanish and the six most common languages
35 in the city of New York, after Spanish, and shall post and maintain such
36 translations and an English language copy of the hardship declaration on
37 the website of such office beginning within fifteen days of the effec-
38 tive date of this act. To the extent practicable, the office of court
39 administration shall post and maintain on its website translations into
40 such additional languages as the chief administrative judge shall deem
41 appropriate to ensure that tenants have an opportunity to understand and
42 submit hardship declarations pursuant to this act.

43 § 11. Rebuttable presumption. A hardship declaration in which the
44 tenant has selected the option indicating a financial hardship shall
45 create a rebuttable presumption that the tenant is experiencing finan-
46 cial hardship, in any judicial or administrative proceeding that may be
47 brought, for the purposes of establishing a defense under chapter 127 of
48 the laws of 2020, an executive order of the governor or any other local
49 or state law, order or regulation restricting the eviction of a tenant
50 suffering from a financial hardship during or due to COVID-19 provided
51 that the absence of a hardship declaration shall not create a presump-
52 tion that a financial hardship is not present.

53 § 12. If any clause, sentence, paragraph, section or part of this act
54 shall be adjudged by any court of competent jurisdiction to be invalid
55 and after exhaustion of all further judicial review, the judgment shall
56 not affect, impair or invalidate the remainder thereof, but shall be

1 confined in its operation to the clause, sentence, paragraph, section or
2 part of this act directly involved in the controversy in which the judg-
3 ment shall have been rendered.

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

7 PART B

8 Section 1. This Part enacts into law components of legislation relat-
9 ing to mortgage foreclosure, tax foreclosure, credit discrimination and
10 tax renewal exemption protections. Each component is wholly contained
11 within a Subpart identified as Subparts A through D. The effective date
12 for each particular provision contained within such Subpart is set forth
13 in the last section of such Subpart. Any provision in any section
14 contained within a Subpart, including the effective date of the Subpart,
15 which makes reference to a section "of this act", when used in
16 connection with that particular component, shall be deemed to mean and
17 refer to the corresponding section of the Subpart in which it is found.
18 Section three of this Part sets forth the general effective date of this
19 Part.

20 SUBPART A

21 Section 1. Application. This section shall apply to any action to
22 foreclose a mortgage relating to residential real property, provided the
23 owner or mortgagor of such property is a natural person, regardless of
24 how title is held, and owns ten or fewer dwelling units whether directly
25 or indirectly. The ten or fewer dwelling units may be in more than one
26 property or building as long as the total aggregate number of ten units
27 includes the primary residence of the natural person requesting such
28 relief and the remaining units are currently occupied by a tenant or are
29 available for rent.

30 (a) For purposes of this act, real property shall include shares
31 assigned to a unit in a residential cooperative.

32 (b) For purposes of this act, real property shall not include property
33 that is vacant and abandoned, as defined in subdivision 2 of section
34 1309 of the real property actions and proceedings law, which was listed
35 on the statewide vacant and abandoned property electronic registry, as
36 defined in section 1310 of the real property actions and proceedings
37 law, prior to March 7, 2020 and that remains on such registry.

38 Notwithstanding anything to the contrary, this act shall not apply to,
39 and does not affect any mortgage loans made, insured, purchased or secu-
40 ritized by a corporate governmental agency of the state constituted as a
41 political subdivision and public benefit corporation, or the rights and
42 obligations of any lender, issuer, servicer or trustee of such obli-
43 gations.

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

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

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

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

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

- 15 1. Significant loss of household income during the COVID-19 pandemic.
- 16 2. Increase in necessary out-of-pocket expenses related to performing
17 essential work or related to health impacts during the COVID-19 pandem-
18 ic.
- 19 3. Childcare responsibilities or responsibilities to care for an
20 elderly, disabled, or sick family member during the COVID-19 pandemic
21 have negatively affected my ability or the ability of someone in my
22 household to obtain meaningful employment or earn income or increased my
23 necessary out-of-pocket expenses.
- 24 4. Moving expenses and difficulty I have securing alternative housing
25 make it a hardship for me to relocate to another residence during the
26 COVID-19 pandemic.
- 27 5. Other circumstances related to the COVID-19 pandemic have negative-
28 ly affected my ability to obtain meaningful employment or earn income or
29 have significantly reduced my household income or significantly
30 increased my expenses.

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

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

38 I understand that I must comply with all other lawful terms under my
39 mortgage agreement. I further understand that lawful fees, penalties or
40 interest for not having paid my mortgage in full as required by my mort-
41 gage agreement may still be charged or collected and may result in a
42 monetary judgment against me. I also understand that my mortgage lender
43 or other foreclosing party may pursue a foreclosure action against me on
44 or after May 1, 2021, if I do not fully repay any missed or partial
45 payments and lawful fees.

46 Signed:

47 Printed Name:

48 Date Signed:

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

52 § 3. Any action to foreclose a mortgage pending on the effective date
53 of this act, including actions filed on or before March 7, 2020, or
54 commenced within thirty days of the effective date of this act shall be
55 stayed for at least sixty days, or to such later date that the chief
56 administrative judge shall determine is necessary to ensure that courts

1 are prepared to conduct proceedings in compliance with this act and to
2 give mortgagors an opportunity to submit the hardship declaration pursu-
3 ant to this act. The court in each case shall promptly issue an order
4 directing such stay and promptly mail the mortgagor a copy of the hard-
5 ship declaration in English, and, to the extent practicable, the
6 mortgagor's primary language, if other than English.

7 § 4. The foreclosing party shall include a "Hardship Declaration" in
8 14-point type, with every notice provided to a mortgagor pursuant to
9 sections 1303 and 1304 of the real property actions and proceedings law.
10 If the translation of the hardship declaration in the mortgagor's prima-
11 ry language is not available on the office of court administration's
12 public website, as provided by section nine of this act, it shall be the
13 foreclosing party's responsibility to obtain a suitable translation of
14 the hardship declaration in the mortgagor's primary language. Such
15 notice shall also include a mailing address, telephone number and active
16 email address the mortgagor can use to contact the foreclosing party and
17 return the hardship declaration.

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

24 § 6. No court shall accept for filing any action to foreclose a mort-
25 gage unless the foreclosing party or an agent of the foreclosing party
26 files an affidavit, under penalty of perjury:

27 (i) of service demonstrating the manner in which the foreclosing
28 party's agent served a copy of the hardship declaration in English and
29 the mortgagor's primary language, if other than English, with the
30 notice, if any, provided to the mortgagor pursuant to sections 1303 and
31 1304 of the real property actions and proceedings law, and

32 (ii) attesting that at the time of filing, neither the foreclosing
33 party nor any agent of the foreclosing party has received a hardship
34 declaration from the mortgagor.

35 At the earliest possible opportunity, the court shall seek confirma-
36 tion on the record or in writing that the mortgagor has received a copy
37 of the hardship declaration and that the mortgagor has not returned the
38 hardship declaration to the foreclosing party or an agent of the fore-
39 closing party. If the court determines a mortgagor has not received a
40 hardship declaration, then the court shall stay the proceeding for a
41 reasonable period of time, which shall be no less than ten business days
42 or any longer period provided by law, to ensure the mortgagor received
43 and fully considered whether to submit the hardship declaration.

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

53 § 8. In any action to foreclose a mortgage in which a judgment of sale
54 has been issued prior to the effective date of this act but has not yet
55 been executed as of the effective date of this act, including actions
56 filed on or before March 7, 2020, the court shall stay the execution of

1 the judgment at least until the court has held a status conference with
2 the parties. In any action to foreclose a mortgage, if the mortgagor
3 provides a hardship declaration to the foreclosing party, the court, or
4 an agent of the foreclosing party or the court, prior to the execution
5 of the judgment, the execution shall be stayed until at least May 1,
6 2021. If such hardship declaration is provided to the foreclosing party
7 or agent of the foreclosing party, such foreclosing party or agent shall
8 promptly file it with the court, advising the court in writing the index
9 number of all relevant cases.

10 § 9. The office of court administration shall translate the hardship
11 declaration, as defined in section one of this act, into Spanish and the
12 six most common languages in the city of New York, after Spanish, and
13 shall post and maintain such translations and an English language copy
14 of the hardship declaration on the website of such office beginning
15 within fifteen days of the effective date of this act.

16 § 10. A hardship declaration shall create a rebuttable presumption
17 that the mortgagor is suffering financial hardship, in any judicial or
18 administrative proceeding that may be brought, for the purposes of
19 establishing a defense under an executive order of the governor or any
20 other local or state law, order or regulation restricting actions to
21 foreclose a mortgage against a mortgagor suffering from a financial
22 hardship during or due to the COVID-19 pandemic provided that the
23 absence of a hardship declaration shall not create a presumption that a
24 financial hardship is not present.

25 § 11. If any clause, sentence, paragraph, section or part of this act
26 shall be adjudged by any court of competent jurisdiction to be invalid
27 and after exhaustion of all further judicial review, the judgment shall
28 not affect, impair or invalidate the remainder thereof, but shall be
29 confined in its operation to the clause, sentence, paragraph, section or
30 part of this act directly involved in the controversy in which the judg-
31 ment shall have been rendered.

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

35 SUBPART B

36 Section 1. Application. This act shall apply to any action to fore-
37 close on delinquent taxes or sell a tax lien relating to residential
38 real property, provided the owner or mortgagor of such property is a
39 natural person, regardless of how title is held, and owns ten or fewer
40 dwelling units whether directly or indirectly. The ten or fewer dwelling
41 units may be in more than one property or building as long as the total
42 aggregate number of ten units includes the primary residence of the
43 natural person requesting such relief and the remaining units are
44 currently occupied by a tenant or are available for rent.

45 (a) For purposes of this act, real property shall include shares in a
46 residential cooperative.

47 (b) For purposes of this act, real property shall not include property
48 that is vacant and abandoned, as defined in subdivision 2 of section
49 1309 of the real property actions and proceedings law, which was listed
50 on the statewide vacant and abandoned property electronic registry, as
51 defined in section 1310 of the real property actions and proceedings
52 law, prior to March 7, 2020 and that remains on such registry.

53 § 2. Definitions. For purposes of this act: 1. "Tax lien" means an
54 unpaid tax, special ad valorem levy, special assessment or other charge

1 imposed upon real property by or on behalf of a municipal corporation or
2 special district or other public or private entity which is an encum-
3 brance on real property, whether or not evidenced by a written instru-
4 ment.

5 2. "Tax foreclosure and tax lien sale" shall mean any such tax lien
6 sale or tax foreclosure pursuant to article 11 of the real property tax
7 law, or any general, special or local law related to real property tax
8 lien sales or real property tax foreclosures.

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

12 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

29 5. Other circumstances related to the COVID-19 pandemic have negative-
30 ly affected my ability to obtain meaningful employment or earn income or
31 have significantly reduced my household income or significantly
32 increased my expenses.

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

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

41 I understand that lawful fees, penalties or interest for not having
42 paid my taxes in full may still be charged or collected and may result
43 in a foreclosure action against me on or after May 1, 2021, if I do not
44 fully repay any missed or 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 § 3. 1. A real property owner may submit a "Hardship Declaration" to
52 any village, town, city, school district, county, or other entity or
53 person which conducts tax foreclosures or tax lien sales.

54 2. At least thirty days prior to the date on which a sale of a tax
55 lien is scheduled to occur, or upon the filing of a petition of foreclo-
56 sure of a tax lien, the enforcing officer or other person or entity

1 conducting such tax lien sale or tax foreclosure shall notify the owner
2 of the affected property of such owner's rights under this act and shall
3 notify the owner that a copy of the hardship declaration can be accessed
4 on the New York State Department of Tax and Finance's website and also
5 provide a link to such declaration form. For the purposes of this act,
6 "enforcing officer" shall have the same meaning as defined in subdivi-
7 sion 3 of section 1102 of the real property tax law. The New York State
8 Department of Tax and Finance shall publish a copy of the hardship
9 declaration on its website.

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

15 4. While such stay is in effect, no other action or proceeding shall
16 be commenced to recover any part of such delinquent taxes.

17 5. Any applicable statutes of limitation for the commencement of any
18 action or proceeding to sell a tax lien or foreclose a tax lien is
19 tolled until such stay has expired. The obligation to pay the balance of
20 such delinquent taxes is not rendered invalid, released or extinguished
21 by such stay.

22 6. A hardship declaration shall create a rebuttable presumption that
23 the owner is experiencing financial hardship, in any judicial or admin-
24 istrative proceeding that may be brought, for the purposes of establish-
25 ing a defense under an executive order of the governor or any other
26 local or state law, order or regulation restricting actions to sell a
27 tax lien or foreclose a tax lien against an owner suffering from a
28 financial hardship during or due to the COVID-19 pandemic, provided
29 that the absence of a hardship declaration shall not create a presump-
30 tion that a financial hardship is not present.

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

34

SUBPART C

35 Section 1. Application. 1. This act shall apply to an owner of resi-
36 dential real property, provided the owner or mortgagor of such property
37 is a natural person, regardless of how title is held, and owns ten or
38 fewer dwelling units whether directly or indirectly. The ten or fewer
39 dwelling units may be in more than one property or building as long as
40 the total aggregate number of ten units includes the primary residence
41 of the natural person requesting such relief and the remaining units are
42 currently occupied by a tenant or are available for rent.

43 (a) For purposes of this act, real property shall include shares in a
44 residential cooperative.

45 (b) For purposes of this act, real property shall not include property
46 that is vacant and abandoned, as defined in subdivision 2 of section
47 1309 of the real property actions and proceedings law, which was listed
48 on the statewide vacant and abandoned property electronic registry, as
49 defined in section 1310 of the real property actions and proceedings
50 law, prior to March 7, 2020 and that remains on such registry.

51 2. Hardship declaration. For purposes of this act, "hardship declara-
52 tion" shall mean the following statement, or a substantially equivalent
53 statement in the owner or mortgagor's primary language, in 14-point
54 type, whether in physical or electronic written form, and the department

1 of financial services shall publish a copy of the hardship declaration
2 on its website:

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

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

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

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

- 19 1. Significant loss of household income during the COVID-19 pandemic.
- 20 2. Increase in necessary out-of-pocket expenses related to performing
21 essential work or related to health impacts during the COVID-19 pandem-
22 ic.
- 23 3. Childcare responsibilities or responsibilities to care for an
24 elderly, disabled, or sick family member during the COVID-19 pandemic
25 have negatively affected my ability or the ability of someone in my
26 household to obtain meaningful employment or earn income or increased my
27 necessary out-of-pocket expenses.
- 28 4. Moving expenses and difficulty I have securing alternative housing
29 make it a hardship for me to relocate to another residence during the
30 COVID-19 pandemic.
- 31 5. Other circumstances related to the COVID-19 pandemic have negative-
32 ly affected my ability to obtain meaningful employment or earn income or
33 have significantly reduced my household income or significantly
34 increased my expenses.
- 35 6. One or more of my tenants has defaulted on a significant amount of
36 their rent payments since March 1, 2020.

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

43 Signed:

44 Printed Name:

45 Date Signed:

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

49 3. Discrimination in credit decisions. Notwithstanding any law to the
50 contrary, lending institutions shall not discriminate in the determi-
51 nation of whether credit should be extended to any owner of residential
52 real property as defined in subdivision one of this section because, as
53 provided for in this act, such owner has been granted a stay of mortgage
54 foreclosure proceedings, tax foreclosure proceedings or of tax lien
55 sales, or that an owner of residential real property as defined in

1 subdivision one of this section is currently in arrears and has filed a
2 hardship declaration with such lender.

3 4. Prohibition on negative credit reporting. Notwithstanding any law
4 to the contrary, as provided for in this act, the granting of a stay of
5 mortgage foreclosure proceedings, tax foreclosure proceedings or tax
6 lien sales, or that an owner of residential real property as defined in
7 subdivision one of this section is currently in arrears and has filed a
8 hardship declaration with their lender shall not be negatively reported
9 to any credit reporting agency.

10 § 2. This act take effect immediately and shall expire May 1, 2021.

11 SUBPART D

12 Section 1. Notwithstanding any other provision of law, in the interest
13 of the health and safety of the public due to the novel coronavirus,
14 COVID-19 pandemic, every governing body of an assessing unit and local
15 assessor shall extend to the 2021 assessment roll, the renewal of the
16 exemptions received on the 2020 assessment roll pursuant to sections 467
17 and 459-c of the real property tax law, relating to persons age sixty-
18 five and older and for certain persons with disabilities and limited
19 income, and no renewal application shall be required of any eligible
20 recipient who received either exemption on the 2020 assessment roll in
21 order for such eligible recipient to continue receiving such exemption
22 at the same amount received on the 2020 assessment roll, except as here-
23 in provided. Provided however, that the local assessor shall make avail-
24 able renewal applications through postal mail or electronic means in
25 order for eligible recipients to file renewal applications in the event
26 that such eligible recipient determines his or her income has changed in
27 a manner that would grant him or her a greater exemption than what was
28 present on the 2020 assessment roll; and provided further that such
29 governing body may adopt a local law or resolution which includes proce-
30 dures by which the assessor may require a renewal application to be
31 filed when he or she has reason to believe that an owner who qualified
32 for the exemption on the 2020 assessment roll may have since changed his
33 or her primary residence, added another owner to the deed, transferred
34 the property to a new owner, or died; and provided further that no
35 governing body of an assessing unit or local assessor may require eligi-
36 ble recipients to appear in person to file a renewal application for any
37 reason.

38 § 2. This act shall take effect immediately and shall expire May 1,
39 2021. This act shall be deemed to have been in full force and effect on
40 and after March 7, 2020.

41 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-
42 sion, section, item, subpart or part of this act shall be adjudged by
43 any court of competent jurisdiction to be invalid, such judgment shall
44 not affect, impair, or invalidate the remainder thereof, but shall be
45 confined in its operation to the clause, sentence, paragraph, subdivi-
46 sion, section, item, subpart or part thereof directly involved in the
47 controversy in which such judgment shall have been rendered. It is here-
48 by declared to be the intent of the legislature that this act would have
49 been enacted even if such invalid provisions had not been included here-
50 in.

51 § 3. This act shall take effect immediately provided, however, that
52 the applicable effective date of Subparts A through D of this act shall
53 be as specifically set forth in the last section of such Subparts.

1 § 4. Severability clause. If any clause, sentence, paragraph, subdivi-
2 sion, section or part of this act shall be adjudged by any court of
3 competent jurisdiction to be invalid, such judgment shall not affect,
4 impair, or invalidate the remainder thereof, but shall be confined in
5 its operation to the clause, sentence, paragraph, subdivision, section
6 or part thereof directly involved in the controversy in which such judg-
7 ment shall have been rendered. It is hereby declared to be the intent of
8 the legislature that this act would have been enacted even if such
9 invalid provisions had not been included herein.

10 § 5. This act shall take effect immediately provided, however, that
11 the applicable effective date of Parts A through B of this act shall be
12 as specifically set forth in the last section of such Parts.