

# STATE OF NEW YORK

7175

2021-2022 Regular Sessions

## IN ASSEMBLY

April 23, 2021

Introduced by M. of A. DINOWITZ -- read once and referred to the Committee on Judiciary

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  
21 can return this form. If your landlord has already started an eviction

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

LBD11083-01-1

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

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

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

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

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

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

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

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

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

50 I understand that I must comply with all other lawful terms under my  
51 tenancy, lease agreement or similar contract. I further understand that

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

8 Signed:  
9 Printed name:  
10 Date signed:

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

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

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

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

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

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

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

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

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

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

15 § 6. Section 2 of subpart A of part B of chapter 381 of the laws of  
16 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
17 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

24 5. Other circumstances related to the COVID-19 pandemic have negative-  
25 ly affected my ability to obtain meaningful employment or earn income or  
26 have significantly reduced my household income or significantly  
27 increased my expenses.

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

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

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

40 Signed:

41 Printed Name:

42 Date Signed:

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

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

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

54 § 10. Section 4 of subpart B of part B of chapter 381 of the laws of  
55 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
56 Prevention Act of 2020", is amended to read as follows:



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

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

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

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

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

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

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

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

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

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

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

41 5. Other circumstances related to the COVID-19 pandemic have negative-  
42 ly affected my ability to obtain meaningful employment or earn income or  
43 have significantly reduced my household income or significantly  
44 increased my expenses.

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

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

53 Signed:

54 Printed Name:

55 Date Signed:

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

4 § 12. Section 2 of subpart C of part B of chapter 381 of the laws of  
5 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
6 Prevention Act of 2020", is amended to read as follows:

7 § 2. This act take effect immediately and shall expire [~~May 1~~] August  
8 31, 2021.

9 § 13. Section 2 of subpart D of part B of chapter 381 of the laws of  
10 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
11 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

40 COMMERCIAL TENANT'S DECLARATION OF HARDSHIP DURING THE  
41 COVID-19 PANDEMIC

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

- 50 1. Significant loss of revenue during the COVID-19 pandemic.
- 51 2. Significant increase in necessary expenses related to providing  
52 personal protective equipment to employees or purchasing and installing  
53 other protective equipment to prevent the transmission of COVID-19 with-  
54 in the business.



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

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

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

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

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

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

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

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

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

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

4 (ii) In any eviction proceeding, if the tenant provides a hardship  
 5 declaration to the petitioner or plaintiff, the court, or an agent of  
 6 the petitioner or plaintiff or the court, prior to the execution of the  
 7 warrant or judgment, the execution shall be stayed until at least [~~May~~  
 8 ~~1~~] August 31, 2021. If such hardship declaration is provided to the  
 9 petitioner or plaintiff or agent of the petitioner or plaintiff, such  
 10 petitioner or plaintiff or agent shall promptly file it with the court,  
 11 advising the court in writing the index number of all relevant cases.

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

15 4. If the petitioner or plaintiff fails to establish that the tenant  
 16 persistently and unreasonably engaged in such behavior and the tenant  
 17 provides or has provided a hardship declaration to the petitioner,  
 18 petitioner's or plaintiff's agent or the court, the court shall stay or  
 19 continue to stay any further proceedings until at least [~~May—1~~] August  
 20 31, 2021.

21 § 20. Section 13 of part A of chapter 73 of the laws of 2021 estab-  
 22 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of  
 23 2021", is amended to read as follows:

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

27 § 21. Section 2 of subpart A of part B of chapter 73 of the laws of  
 28 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses  
 29 Act of 2021", is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

22 Signed:

23 Printed Name:

24 Date Signed:

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

28 § 22. Section 5 of subpart A of part B of chapter 73 of the laws of  
29 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses  
30 Act of 2021", is amended to read as follows:

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

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

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

49 § 8. In any action to foreclose a mortgage in which a judgment of sale  
50 has been issued prior to the effective date of this act but has not yet  
51 been executed as of the effective date of this act, including actions  
52 filed on or before March 7, 2020, the court shall stay the execution of  
53 the judgment at least until the court has held a status conference with  
54 the parties. In any action to foreclose a mortgage, if the mortgagor  
55 provides a hardship declaration to the foreclosing party, the court, or  
56 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 1] 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

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

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

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

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

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

17 "NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant  
18 revenue or had significantly increased necessary costs due to the  
19 COVID-19 pandemic, and you sign and deliver this hardship declaration  
20 form to your lending institution, you cannot be discriminated against in  
21 the determination of whether credit should be extended or reported nega-  
22 tively to a credit reporting agency until at least [~~May 1~~] August 31,  
23 2021.

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

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

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

- 37 1. Significant loss of revenue during the COVID-19 pandemic.
- 38 2. Significant increase in necessary out-of-pocket expenses related to  
39 providing personal protective equipment to employees or purchasing and  
40 installing other protective equipment to prevent the transmission of  
41 COVID-19 within the business.
- 42 3. Moving expenses and difficulty in securing an alternative commer-  
43 cial property make it a hardship for the business to relocate to another  
44 commercial property during the COVID-19 pandemic.
- 45 4. One or more of my tenants has defaulted on a significant amount of  
46 their rent payments since March 1, 2020.

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

51 Signed:

52 Printed Name:

53 Date Signed:

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

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.