

STATE OF NEW YORK

7175--A

R. R. 64

2021-2022 Regular Sessions

IN ASSEMBLY

April 23, 2021

Introduced by M. of A. DINOWITZ, EPSTEIN, L. ROSENTHAL, OTIS, BARRON -- read once and referred to the Committee on Judiciary -- reported and referred to the Committee on Rules -- ordered to a third reading -- amended on the special order of third reading, ordered reprinted as amended, retaining its place on the special order of third reading

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.

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

LBD11083-02-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 Signed:
11 Printed name:
12 Date signed:

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

16 § 2. Sections 4, 6 and 7 of part A of chapter 381 of the laws of 2020
17 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention
18 Act of 2020", are amended to read as follows:

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

26 § 6. Pending proceedings. In any eviction proceeding in which an
27 eviction warrant has not been issued, including eviction proceedings
28 filed on or before March 7, 2020, if the tenant provides a hardship
29 declaration to the petitioner, the court, or an agent of the petitioner
30 or the court, the eviction proceeding shall be stayed until at least
31 [~~May 1~~] August 31, 2021. If such hardship declaration is provided to the
32 petitioner or agent, such petitioner or agent shall promptly file it
33 with the court, advising the court in writing the index number of all
34 relevant cases.

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

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

52 a. (i) In any eviction proceeding in which an eviction warrant has
53 been issued prior to the effective date of this act, but has not yet
54 been executed as of the effective date of this act, including eviction

1 proceedings filed on or before March 7, 2020, the court shall stay the
2 execution of the warrant at least until the court has held a status
3 conference with the parties. (ii) In any eviction proceeding, if the
4 tenant provides a hardship declaration to the petitioner, the court, or
5 an agent of the petitioner or the court, prior to the execution of the
6 warrant, the execution shall be stayed until at least [~~May 1~~] August 31,
7 2021. If such hardship declaration is provided to the petitioner or
8 agent of the petitioner, such petitioner or agent shall promptly file it
9 with the court, advising the court in writing the index number of all
10 relevant cases.

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

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

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

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

25 § 6. Section 2 of subpart A of part B of chapter 381 of the laws of
26 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
27 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

- 51 1. Significant loss of household income during the COVID-19 pandemic.
- 52 2. Increase in necessary out-of-pocket expenses related to performing
53 essential work or related to health impacts during the COVID-19 pandem-
54 ic.
- 55 3. Childcare responsibilities or responsibilities to care for an
56 elderly, disabled, or sick family member during the COVID-19 pandemic

1 have negatively affected my ability or the ability of someone in my
2 household to obtain meaningful employment or earn income or increased my
3 necessary out-of-pocket expenses.

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

7 5. Other circumstances related to the COVID-19 pandemic have negative-
8 ly affected my ability to obtain meaningful employment or earn income or
9 have significantly reduced my household income or significantly
10 increased my expenses.

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

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

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

26 Signed:

27 Printed Name:

28 Date Signed:

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

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

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

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

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

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

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

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

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

16 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

- 21 1. Significant loss of household income during the COVID-19 pandemic.
- 22 2. Increase in necessary out-of-pocket expenses related to performing
23 essential work or related to health impacts during the COVID-19 pandem-
24 ic.

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

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

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

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

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

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

49 Signed:

50 Printed Name:

51 Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

52 5. Other circumstances related to the COVID-19 pandemic have negative-
53 ly affected my ability to obtain meaningful employment or earn income or
54 have significantly reduced my household income or significantly
55 increased my expenses.

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

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

Signed:

Printed Name:

Date Signed:

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

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

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

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

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

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

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

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

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

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

I am the owner, chief executive officer, president, or similar officer of (name of business), in which is a commercial tenant at (address of

1 commercial unit). My business is resident in New York state, independ-
2 ently owned and operated, not dominant in its field, and employs fifty
3 or fewer persons. My business is experiencing financial hardship, and
4 is unable to pay the rent or other financial obligations under the lease
5 in full or obtain an alternative suitable commercial property because of
6 one or more of the following:

- 7 1. Significant loss of revenue during the COVID-19 pandemic.
- 8 2. Significant increase in necessary expenses related to providing
9 personal protective equipment to employees or purchasing and installing
10 other protective equipment to prevent the transmission of COVID-19 with-
11 in the business.
- 12 3. Moving expenses and difficulty in securing an alternative commer-
13 cial property make it a hardship for the business to relocate to another
14 location during the COVID-19 pandemic.

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

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

29 Signed:
30 Printed name:
31 Date signed:

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

35 § 15. Section 2 of part A of chapter 73 of the laws of 2021 estab-
36 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of
37 2021", is amended to read as follows:

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

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

43 § 5. Prohibition on initiation of eviction proceeding. If there is no
44 pending eviction proceeding and a tenant provides a hardship declaration
45 to the landlord or an agent of the landlord, there shall be no initi-
46 ation of an eviction proceeding against the tenant until at least ~~May~~
47 ~~1~~ August 31, 2021, and in such event any specific time limit for the
48 commencement of an eviction proceeding shall be tolled until ~~May 1~~
49 August 31, 2021.

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

1 § 7. Pending proceedings. In any eviction proceeding in which an
2 eviction warrant or judgment of possession or ejectment has not been
3 issued, including eviction proceedings filed on or before March 7, 2020,
4 if the tenant provides a hardship declaration to the petitioner or
5 plaintiff, the court, or an agent of the petitioner or plaintiff or the
6 court, the eviction proceeding shall be stayed until at least [~~May 1~~]
7 August 31, 2021. If such hardship declaration is provided to the peti-
8 tioner or plaintiff or agent, such petitioner or plaintiff or agent
9 shall promptly file it with the court, advising the court in writing the
10 index number of all relevant cases.

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

14 (ii) In any eviction proceeding, if the tenant provides a hardship
15 declaration to the petitioner or plaintiff, the court, or an agent of
16 the petitioner or plaintiff or the court, prior to the execution of the
17 warrant or judgment, the execution shall be stayed until at least [~~May~~
18 ~~1~~] August 31, 2021. If such hardship declaration is provided to the
19 petitioner or plaintiff or agent of the petitioner or plaintiff, such
20 petitioner or plaintiff or agent shall promptly file it with the court,
21 advising the court in writing the index number of all relevant cases.

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

25 4. If the petitioner or plaintiff fails to establish that the tenant
26 persistently and unreasonably engaged in such behavior and the tenant
27 provides or has provided a hardship declaration to the petitioner,
28 petitioner's or plaintiff's agent or the court, the court shall stay or
29 continue to stay any further proceedings until at least [~~May 1~~] August
30 31, 2021.

31 § 20. Section 13 of part A of chapter 73 of the laws of 2021 estab-
32 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of
33 2021", is amended to read as follows:

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

37 § 21. Section 2 of subpart A of part B of chapter 73 of the laws of
38 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
39 Act of 2021", is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

31 Signed:

32 Printed Name:

33 Date Signed:

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

37 § 22. Section 5 of subpart A of part B of chapter 73 of the laws of
38 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
39 Act of 2021", is amended to read as follows:

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

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

49 § 7. In any action to foreclose a mortgage in which a judgment of sale
50 has not been issued, including actions filed on or before March 7, 2020,
51 if the mortgagor provides a hardship declaration to the foreclosing
52 party, the court, or an agent of the foreclosing party or the court, the
53 proceeding shall be stayed until at least [~~May 1~~ August 31], 2021. If
54 such hardship declaration is provided to the foreclosing party or agent
55 of the foreclosing party, such foreclosing party or agent shall promptly

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

3 § 8. In any action to foreclose a mortgage in which a judgment of sale
4 has been issued prior to the effective date of this act but has not yet
5 been executed as of the effective date of this act, including actions
6 filed on or before March 7, 2020, the court shall stay the execution of
7 the judgment at least until the court has held a status conference with
8 the parties. In any action to foreclose a mortgage, if the mortgagor
9 provides a hardship declaration to the foreclosing party, the court, or
10 an agent of the foreclosing party or the court, prior to the execution
11 of the judgment, the execution shall be stayed until at least [~~May 1~~]
12 August 31, 2021. If such hardship declaration is provided to the fore-
13 closing party or agent of the foreclosing party, such foreclosing party
14 or agent shall promptly file it with the court, advising the court in
15 writing the index number of all relevant cases.

16 § 24. Section 12 of subpart A of part B of chapter 73 of the laws of
17 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
18 Act of 2021", is amended to read as follows:

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

22 § 25. Subdivision 3 of section 2 of subpart B of part B of chapter
23 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
24 Small Businesses Act of 2021", is amended to read as follows:

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

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

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

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

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

55 Signed:
56 Printed Name:

1 Date Signed:

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

5 § 26. Subdivision 3 of section 3 of subpart B of part B of chapter
6 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
7 Small Businesses Act of 2021", is amended to read as follows:

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

13 § 27. Section 4 of subpart B of part B of chapter 73 of the laws of
14 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
15 Act of 2021", is amended to read as follows:

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

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

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

27 "NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant
28 revenue or had significantly increased necessary costs due to the
29 COVID-19 pandemic, and you sign and deliver this hardship declaration
30 form to your lending institution, you cannot be discriminated against in
31 the determination of whether credit should be extended or reported nega-
32 tively to a credit reporting agency until at least [~~May 1~~] August 31,
33 2021.

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

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

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

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

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

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

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

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

5 Signed:

6 Printed Name:

7 Date Signed:

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

11 § 29. Section 2 of subpart C of part B of chapter 73 of the laws of
12 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
13 Act of 2021", is amended to read as follows:

14 § 2. This act take effect immediately and shall expire [~~May 1~~] August
15 31, 2021.

16 § 30. This act shall take effect immediately and shall be deemed to
17 have been in full force and effect on May 1, 2021; provided, however,
18 that the amendments to parts A and B of chapter 381 of the laws of 2020
19 made by this act shall not affect the expiration of such parts and shall
20 be repealed therewith; and provided further, that the amendments to
21 parts A and B of chapter 73 of the laws of 2021 made by this act shall
22 not affect the expiration of such parts and shall be deemed to expire
23 therewith.