

# STATE OF NEW YORK

8122

2021-2022 Regular Sessions

## IN ASSEMBLY

June 11, 2021

Introduced by M. of A. BRABENEC -- 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 excluding property owners with ten or less units and in relation to the effectiveness of such chapter

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

- 1 Section 1. Subdivision 2 of section 1 of part A of chapter 381 of the  
2 laws of 2020 is amended to read as follows:
- 3 2. "Landlord" includes a landlord, owner of a residential property and  
4 any other person with a legal right to pursue eviction, possessory  
5 action or a money judgment for rent, including arrears, owed or that  
6 becomes due during the COVID-19 covered period, as defined in section 1  
7 of chapter 127 of the laws of 2020; provided that such term shall not  
8 include a landlord or owner who owns not more than ten residential  
9 units.
- 10 § 2. Subdivision 4 of section 1 of part A of chapter 381 of the laws  
11 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
12 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,  
13 is amended to read as follows:
- 14 4. "Hardship declaration" means the following statement, or a substan-  
15 tially equivalent statement in the tenant's primary language, in  
16 14-point type, published by the office of court administration, whether  
17 in physical or electronic written form:
- 18 "NOTICE TO TENANT: If you have lost income or had increased costs  
19 during the COVID-19 pandemic, or moving would pose a significant health  
20 risk for you or a member of your household due to an increased risk for  
21 severe illness or death from COVID-19 due to an underlying medical  
22 condition, and you sign and deliver this hardship declaration form to  
23 your landlord, you cannot be evicted until at least [~~August 31~~] June 30,

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

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1 2021 for nonpayment of rent or for holding over after the expiration of  
2 your lease. You may still be evicted for violating your lease by persis-  
3 tently and unreasonably engaging in behavior that substantially  
4 infringes on the use and enjoyment of other tenants or occupants or  
5 causes a substantial safety hazard to others.

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

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

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

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

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

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

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

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

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

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

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

46 To the extent that I have lost household income or had increased  
47 expenses, any public assistance, including unemployment insurance,  
48 pandemic unemployment assistance, disability insurance, or paid family  
49 leave, that I have received since the start of the COVID-19 pandemic  
50 does not fully make up for my loss of household income or increased  
51 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 [~~August 31~~] June 30, 2021,  
14 and that the law may provide certain protections at that time that are  
15 separate from 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 § 3. Sections 4, 6 and 7 of part A of chapter 381 of the laws of 2020  
23 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention  
24 Act of 2020", as amended by chapter 104 of the laws of 2021, are amended  
25 to read as follows:

26 § 4. Prohibition on initiation of eviction proceeding. If there is no  
27 pending eviction proceeding and a tenant provides a hardship declaration  
28 to the landlord or an agent of the landlord, there shall be no initi-  
29 ation of an eviction proceeding against the tenant until at least  
30 [~~August 31~~] June 30, 2021, and in such event any specific time limit for  
31 the commencement of an eviction proceeding shall be tolled until [~~August~~  
32 ~~31~~] June 30, 2021.

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

42 § 7. Default judgments. No court shall issue a judgment in any  
43 proceeding authorizing a warrant of eviction against a respondent who  
44 has defaulted, or authorize the enforcement of an eviction pursuant to a  
45 default judgment, prior to [~~August 31~~] June 30, 2021, without first  
46 holding a hearing after the effective date of this act upon motion of  
47 the petitioner. The petitioner or an agent of the petitioner shall file  
48 an affidavit attesting that the petitioner or the petitioner's agent has  
49 served notice of the date, time, and place of such hearing on the  
50 respondent, including a copy of such notice. If a default judgment has  
51 been awarded prior to the effective date of this act, the default judg-  
52 ment shall be removed and the matter restored to the court calendar upon  
53 the respondent's written or oral request to the court either before or

1 during such hearing and an order to show cause to vacate the default  
2 judgment shall not be required.

3 § 4. Subdivision a of section 8 of part A of chapter 381 of the laws  
4 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
5 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,  
6 is amended to read as follows:

7 a. (i) In any eviction proceeding in which an eviction warrant has  
8 been issued prior to the effective date of this act, but has not yet  
9 been executed as of the effective date of this act, including eviction  
10 proceedings filed on or before March 7, 2020, the court shall stay the  
11 execution of the warrant at least until the court has held a status  
12 conference with the parties. (ii) In any eviction proceeding, if the  
13 tenant provides a hardship declaration to the petitioner, the court, or  
14 an agent of the petitioner or the court, prior to the execution of the  
15 warrant, the execution shall be stayed until at least [~~August 31~~] June  
16 30, 2021. If such hardship declaration is provided to the petitioner or  
17 agent of the petitioner, such petitioner or agent shall promptly file it  
18 with the court, advising the court in writing the index number of all  
19 relevant cases.

20 § 5. Subdivision 4 of section 9 of part A of chapter 381 of the laws  
21 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
22 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,  
23 is amended to read as follows:

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

29 § 6. Section 13 of part A of chapter 381 of the laws of 2020 estab-  
30 lishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act  
31 of 2020", as amended by chapter 104 of the laws of 2021, is amended to  
32 read as follows:

33 § 13. This act shall take effect immediately and sections one, two,  
34 three, four, five, six, seven, eight, nine, ten and twelve of this act  
35 shall expire [~~August 31~~] June 30, 2021.

36 § 7. This act shall take effect immediately; provided that the amend-  
37 ments to chapter 381 of the laws of 2020 made by this act shall be  
38 subject to the expiration and repeal of such provisions and shall expire  
39 and be deemed repealed therewith.