

STATE OF NEW YORK

7315

2021-2022 Regular Sessions

IN SENATE

August 6, 2021

Introduced by Sen. BIAGGI -- read twice and ordered printed, and when printed to be committed to the Committee on Rules

AN ACT to amend the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020, in relation to extending the effectiveness thereof; and to amend 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", as amended by chapter 104 of the laws of
4 2021, is amended to read as follows:

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

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

20 If your landlord has provided you with this form, your landlord must
21 also provide you with a mailing address and e-mail address to which you
22 can return this form. If your landlord has already started an eviction
23 proceeding against you, you can return this form to either your land-

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

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

5 For more information about legal resources that may be available to
6 you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you
7 live in New York City or go to www.nycourts.gov/evictions/outside-nyc/
8 or call a local bar association or legal services provider if you live
9 outside of New York City. [~~Rent relief may be available to you, and you
10 should contact your local housing assistance office~~] Financial assist-
11 ance may be available to you, even if you have not qualified for assist-
12 ance in the past, under the COVID-19 Emergency Rental Assistance
13 Program. You should contact your local housing assistance office or
14 visit <https://otda.ny.gov> on the internet for information on how to
15 apply.

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

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

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

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

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

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

49 B. () Vacating the premises and moving into new permanent housing would
50 pose a significant health risk because I or one or more members of my
51 household have an increased risk for severe illness or death from
52 COVID-19 due to being over the age of sixty-five, having a disability or

1 having an underlying medical condition, which may include but is not
2 limited to being immunocompromised.

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

12 Signed:

13 Printed name:

14 Date signed:

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

18 § 2. Sections 4, 6 and 7 of part A of chapter 381 of the laws of 2020
19 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention
20 Act of 2020", as amended by chapter 104 of the laws of 2021, are amended
21 to read as follows:

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

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

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

52 § 3. Subdivision a of section 8 of part A of chapter 381 of the laws
53 of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure

1 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,
2 is amended to read as follows:

3 a. (i) In any eviction proceeding in which an eviction warrant has
4 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 eviction
6 proceedings filed on or before March 7, 2020, the court shall stay the
7 execution of the warrant at least until the court has held a status
8 conference with the parties. (ii) In any eviction proceeding, if the
9 tenant provides a hardship declaration to the petitioner, the court, or
10 an agent of the petitioner or the court, prior to the execution of the
11 warrant, the execution shall be stayed until at least ~~August~~ October
12 31, 2021. If such hardship declaration is provided to the petitioner or
13 agent of the petitioner, such petitioner or agent shall promptly file it
14 with the court, advising the court in writing the index number of all
15 relevant cases.

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

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

25 § 5. Section 13 of part A of chapter 381 of the laws of 2020 estab-
26 lishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act
27 of 2020", as amended by chapter 104 of the laws of 2021, is amended to
28 read as follows:

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

32 § 6. Section 2 of subpart A of part B of chapter 381 of the laws of
33 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
34 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,
35 is amended to read as follows:

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

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

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

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

54 I am the mortgagor of the property at (address of dwelling unit).
55 Including my primary residence, I own, whether directly or indirectly,
56 ten or fewer residential dwelling units. I am experiencing financial

1 hardship, and I am unable to pay my mortgage in full because of one or
2 more of the following:

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

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

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

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

15 5. Other circumstances related to the COVID-19 pandemic have negative-
16 ly affected my ability to obtain meaningful employment or earn income or
17 have significantly reduced my household income or significantly
18 increased my expenses.

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

21 To the extent I have lost household income or had increased expenses,
22 any public assistance, including unemployment insurance, pandemic unem-
23 ployment assistance, disability insurance, [~~ex~~] paid family leave, or
24 rental assistance received on behalf of tentants through emergency
25 rental assistance programs, that I have received since the start of the
26 COVID-19 pandemic does not fully make up for my loss of household income
27 or increased expenses.

28 I understand that I must comply with all other lawful terms under my
29 mortgage agreement. I further understand that lawful fees, penalties or
30 interest for not having paid my mortgage in full as required by my mort-
31 gage agreement may still be charged or collected and may result in a
32 monetary judgment against me. I also understand that my mortgage lender
33 or other foreclosing party may pursue a foreclosure action against me on
34 or after [~~August~~] October 31, 2021, if I do not fully repay any missed
35 or partial payments and lawful fees.

36 Signed:

37 Printed Name:

38 Date Signed:

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

42 § 7. Sections 5, 7, 8 and 12 of subpart A of part B of chapter 381 of
43 the laws of 2020 establishing the "COVID-19 Emergency Eviction and Fore-
44 closure Prevention Act of 2020", as amended by chapter 104 of the laws
45 of 2021, are amended to read as follows:

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

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

1 such hardship declaration is provided to the foreclosing party or agent
2 of the foreclosing party, such foreclosing party or agent shall promptly
3 file it with the court, advising the court in writing the index number
4 of all relevant cases.

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

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

21 § 8. Subdivision 3 of section 2 of subpart B of part B of chapter 381
22 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and
23 Foreclosure Prevention Act of 2020", as amended by chapter 104 of the
24 laws of 2021, is amended to read as follows:

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

28 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

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

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

51 To the extent that I have lost household income or had increased
52 expenses, any public assistance, including unemployment insurance,
53 pandemic unemployment assistance, disability insurance, ~~or~~ paid family
54 leave, or rental assistance received on behalf of tenants through emer-
55 gency rental assistance programs, that I have received since the start

1 of the COVID-19 pandemic does not fully make up for my loss of household
2 income or increased expenses.

3 I understand that lawful fees, penalties or interest for not having
4 paid my taxes in full may still be charged or collected and may result
5 in a foreclosure action against me on or after [~~August~~] October 31,
6 2021, if I do not fully repay any missed or partial payments and fees.

7 Signed:

8 Printed Name:

9 Date Signed:

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

13 § 9. Subdivision 3 of section 3 of subpart B of part B of chapter 381
14 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and
15 Foreclosure Prevention Act of 2020", as amended by chapter 104 of the
16 laws of 2021, is amended to read as follows:

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

22 § 10. Section 4 of subpart B of part B of chapter 381 of the laws of
23 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
24 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,
25 is amended to read as follows:

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

29 § 11. Subdivision 2 of section 1 of subpart C of part B of chapter 381
30 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and
31 Foreclosure Prevention Act of 2020", as amended by chapter 104 of the
32 laws of 2021, is amended to read as follows:

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

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

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

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

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

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

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

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

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

12 5. Other circumstances related to the COVID-19 pandemic have negative-
13 ly affected my ability to obtain meaningful employment or earn income or
14 have significantly reduced my household income or significantly
15 increased my expenses.

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

18 To the extent that I have lost household income or had increased
19 expenses, any public assistance, including unemployment insurance,
20 pandemic unemployment assistance, disability insurance, [~~or~~] paid family
21 leave, or rental assistance received on behalf of tenants through emer-
22 gency rental assistance programs, that I have received since the start
23 of the COVID-19 pandemic does not fully make up for my loss of household
24 income or increased expenses.

25 Signed:

26 Printed Name:

27 Date Signed:

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

31 § 12. Section 2 of subpart C of part B of chapter 381 of the laws of
32 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
33 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,
34 is amended to read as follows:

35 § 2. This act take effect immediately and shall expire [~~August~~] Octo-
36 ber 31, 2021.

37 § 13. Section 2 of subpart D of part B of chapter 381 of the laws of
38 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
39 Prevention Act of 2020", as amended by chapter 104 of the laws of 2021,
40 is amended to read as follows:

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

44 § 14. Subdivision 4 of section 1 of part A of chapter 73 of the laws
45 of 2021 establishing the "COVID-19 Emergency Protect Our Small Busi-
46 nesses Act of 2021", as separately amended by chapters 104 and 154 of
47 the laws of 2021, is amended to read as follows:

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

53 "NOTICE TO COMMERCIAL TENANT: If you have lost significant revenue or
54 had significantly increased necessary costs during the COVID-19 pandem-
55 ic, and you sign and deliver this hardship declaration form to your
56 landlord, you cannot be evicted until at least [~~August~~] October 31, 2021

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

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. To the extent you can pay less than the full rent, it
13 is recommended you do so and keep careful track of what you have paid
14 and any amount you still owe.

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

17 I am the owner, chief executive officer, president, or similar officer
18 of (name of business), in which is a commercial tenant at (address of
19 commercial unit). My business is resident in New York State, independ-
20 ently owned and operated, not dominant in its field, and either employs
21 one hundred or fewer persons, or, the commercial business was closed to
22 in-person operations by executive order or department of health direc-
23 tive for two or more weeks between May 15, 2020 and May 1, 2021, and
24 employs five hundred or fewer persons. My business is experiencing
25 financial hardship, and is unable to pay the rent in full or other
26 financial obligations under the lease in full or obtain an alternative
27 suitable commercial property because of one or more of the following:

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

36 To the extent the business has lost revenue or had increased expenses,
37 any public assistance the business has received since the start of the
38 COVID-19 pandemic must not fully make up for the business's loss of
39 revenue or increased expenses, and the business still meets the afore-
40 mentioned eligibility criteria to qualify for a financial hardship.

41 I understand that the business must comply with all other lawful terms
42 under its commercial tenancy, lease agreement or similar contract. I
43 further understand that lawful fees, penalties or interest for not
44 having paid rent in full or met other financial obligations as required
45 by the commercial tenancy, lease agreement or similar contract may still
46 be charged or collected and may result in a monetary judgment. I
47 further understand that the landlord may be able to seek eviction after
48 [~~August~~ October 31, 2021, and that the law may provide certain
49 protections at that time that are separate from those available through
50 this declaration.

51 Signed:
52 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 § 15. Section 2 of part A of chapter 73 of the laws of 2021 estab-
6 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of
7 2021", as amended by chapter 104 of the laws of 2021, is amended to read
8 as follows:

9 § 2. No commercial tenant shall be removed from the possession prior
10 to [~~August~~ October 31, 2021, except by an eviction proceeding.

11 § 16. Section 5 of part A of chapter 73 of the laws of 2021 establish-
12 ing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021",
13 as amended by chapter 104 of the laws of 2021, is amended to read as
14 follows:

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

22 § 17. Section 7 of part A of chapter 73 of the laws of 2021 establish-
23 ing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021",
24 as amended by chapter 104 of the laws of 2021, is amended to read as
25 follows:

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

36 § 18. Paragraph (ii) of subdivision a of section 8 of part A of chap-
37 ter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect
38 Our Small Businesses Act of 2021", as amended by chapter 104 of the laws
39 of 2021, is amended to read as follows:

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

49 § 19. Subdivision 4 of section 9 of part A of chapter 73 of the laws
50 of 2021 establishing the "COVID-19 Emergency Protect Our Small Busi-
51 nesses Act of 2021", as amended by chapter 104 of the laws of 2021, is
52 amended to read as follows:

53 4. If the petitioner or plaintiff fails to establish that the tenant
54 persistently and unreasonably engaged in such behavior and the tenant
55 provides or has provided a hardship declaration to the petitioner,

1 petitioner's or plaintiff's agent or the court, the court shall stay or
2 continue to stay any further proceedings until at least [~~August~~] October
3 31, 2021.

4 § 20. Section 13 of part A of chapter 73 of the laws of 2021 estab-
5 lishing the "COVID-19 Emergency Protect Our Small Businesses Act of
6 2021", as amended by chapter 104 of the laws of 2021, is amended to read
7 as follows:

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

11 § 21. Section 2 of subpart A 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", as separately amended by chapters 104 and 154 of the laws
14 of 2021, is amended to read as follows:

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

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

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

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

32 I am the owner, chief executive officer, president, or similar officer
33 of (name of the business), which is the mortgagor of the property at
34 (address of commercial unit). My business owns, whether directly or
35 indirectly, ten or fewer commercial units. My business is resident in
36 New York State, independently owned and operated, not dominant in its
37 field, and either employs one hundred or fewer persons, or, the commer-
38 cial business was closed to in-person operations by executive order or
39 department of health directive for two or more weeks between May 15,
40 2020, and May 1, 2021, and employs five hundred or fewer persons. My
41 business is experiencing financial hardship and is unable to pay the
42 mortgage in full because of one or more of the following:

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

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

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

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

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

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

9 Signed:

10 Printed Name:

11 Date Signed:

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

15 § 22. Section 5 of subpart A of part B of chapter 73 of the laws of
16 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
17 Act of 2021", as amended by chapter 104 of the laws of 2021, is amended
18 to read as follows:

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

25 § 23. Sections 7 and 8 of subpart A of part B of chapter 73 of the
26 laws of 2021 establishing the "COVID-19 Emergency Protect Our Small
27 Businesses Act of 2021", as amended by chapter 104 of the laws of 2021,
28 are amended to read as follows:

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

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

51 § 24. Section 12 of subpart A of part B of chapter 73 of the laws of
52 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
53 Act of 2021", as amended by chapter 104 of the laws of 2021, is amended
54 to read as follows:

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

4 § 25. Subdivision 3 of section 2 of subpart B of part B of chapter
5 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
6 Small Businesses Act of 2021", as separately amended by chapters 104 and
7 154 of the laws of 2021, is amended to read as follows:

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

10 "COMMERCIAL OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

11 I am the owner, chief executive officer, president, or similar officer
12 of (name of the business), which is the owner of the commercial property
13 at (address). My business owns, whether directly or indirectly, ten or
14 fewer commercial units. My business is resident in New York State,
15 independently owned and operated, not dominant in its field, and either
16 employs one hundred or fewer persons, or, the commercial business was
17 closed to in-person operations by executive order or department of
18 health directive for two or more weeks between May 15, 2020 and May 1,
19 2021, and employs five hundred or fewer persons. My business is experi-
20 encing financial hardship, and is unable to pay its full tax bill
21 because of one or more of the following:

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

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

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

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

32 To the extent that the business has lost revenue or had increased
33 expenses, any public assistance that the business has received since the
34 start of the COVID-19 pandemic must not fully make up for the loss of
35 revenue or increased expenses, and the business still meets the afore-
36 mentioned eligibility criteria to qualify for a financial hardship.

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

42 Signed:

43 Printed Name:

44 Date Signed:

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

48 § 26. Subdivision 3 of section 3 of subpart B of part B of chapter
49 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
50 Small Businesses Act of 2021", as amended by chapter 104 of the laws of
51 2021, is amended to read as follows:

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

1 § 27. Section 4 of subpart B 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", as amended by chapter 104 of the laws of 2021, is amended
4 to read as follows:

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

8 § 28. Subdivision 2 of section 1 of subpart C of part B of chapter 73
9 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
10 Small Businesses Act of 2021", as separately amended by chapters 104 and
11 154 of the laws 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 [~~August~~] October 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 either employs one hundred or fewer persons, or, the commer-
35 cial business was closed to in-person operations by executive order or
36 department of health directive for two or more weeks between May 15,
37 2020 and May 1, 2021, and employs five hundred or fewer persons. My
38 business is experiencing financial hardship, and is unable to pay the
39 mortgage in full because of one or more of the following:

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

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

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

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

50 To the extent that the business has lost revenue or had increased
51 expenses, any public assistance that the business has received since the
52 start of the COVID-19 pandemic must not fully make up for the loss of
53 revenue or increased expenses, and the business still meets the afore-
54 mentioned eligibility criteria to qualify for a financial hardship.

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 § 29. Section 2 of subpart C of part B of chapter 73 of the laws of
6 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
7 Act of 2021", as amended by chapter 104 of the laws of 2021, is amended
8 to read as follows:

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

11 § 30. This act shall take effect immediately and shall be deemed to
12 have been in full force and effect on August 31, 2021; provided, howev-
13 er, that the amendments to parts A and B of chapter 381 of the laws of
14 2020 made by sections one, two, three, four, six, seven, eight, nine and
15 eleven of this act shall not affect the expiration of such parts and
16 shall be deemed repealed therewith; and provided further, that the
17 amendments to parts A and B of chapter 73 of the laws of 2021 made by
18 sections fourteen, fifteen, sixteen, seventeen, eighteen, nineteen,
19 twenty-one, twenty-two, twenty-three, twenty-five and twenty-six of this
20 act shall not affect the expiration of such parts and shall be deemed to
21 expire therewith.