STATE OF NEW YORK

1

Extraordinary Session

IN ASSEMBLY

September 1, 2021

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Dinowitz, Cymbrowitz) -- (at request of the Governor) -- read once and referred to the Committee on Ways and Means

AN ACT to amend subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, in relation to eligibility for the COVID-19 emergency rental assistance program (Part A); in relation to eviction proceedings; and providing for the repeal of certain provisions upon the expiration thereof (Subpart A); and in relation to foreclosure proceedings; and providing for the repeal of certain provisions upon the expiration thereof (Subpart B); in relation to tax sales; and providing for the repeal of certain provisions upon the expiration thereof (Subpart C); to establish hardship declarations for owners of commercial real property; and providing for the repeal of such provisions upon the expiration thereof (Subpart D) (Part B); in relation to eviction proceedings; and to provide for the expiration of certain provisions upon the expiration thereof (Subpart A); in relation to foreclosure proceedings; and providing for the expiration of certain provisions upon the expiration thereof (Subpart B); in relation to tax sales; and providing for the expiration of certain provisions upon the expiration thereof (Subpart C); and to establish hardship declarations for owners of residential real property; and providing for the expiration of such provisions upon the expiration thereof (Subpart D) (Part C); in relation to extending the prohibition on the eviction of residential tenants who have suffered financial hardship during the COVID-19 covered period (Part D); and in relation to authorizing political subdivisions to permit any public body to hold meetings remotely and without in-person access during the COVID-19 state disaster emergency; and provides for the repeal of such provisions upon the expiration thereof (Part E)

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

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

LBD12031-01-1

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

§ 2. Legislative intent. The legislature finds and declares all of the following:

More than two million New Yorkers have been infected by the COVID-19 coronavirus, and the disease has killed more than 55,000 New Yorkers since March 2020. Measures necessary to contain the pandemic have brought about widespread economic and societal disruption. Millions of residents have experienced financial hardship due to such measures, which closed businesses and schools, and resulted in income losses across the state.

The state has enacted a series of statutes that the legislature has found necessary to protect the public health, safety, and general welfare of the people of New York. These measures include the Tenant Safe Harbor Act ("TSHA"), the COVID-19 Emergency Eviction and Foreclosure Prevention Act ("CEEFPA"), and COVID-19 Emergency Protect Our Small Businesses Act ("CEPOSBA").

Even as New York enters a phase of economic recovery, the need for continued statutory protections and other emergency public health measures is demonstrated by rates of transmission in the state. Since early July, cases have risen ten-fold, and 95 percent of the sequenced recent positives in New York State were the Delta variant.

The evidence that residential eviction protections are effective public health measures is especially strong. The CDC has repeatedly found this to be so and has urged states to enact and keep residential eviction moratoriums in place. A recent peer-reviewed study of state eviction moratoriums found that "COVID-19 incidence and mortality increased steadily in states after eviction moratoriums expired, and were associated with doubling of COVID-19 incidence ... and a five-fold increase in COVID-19 mortality ... 16 weeks after moratoriums lapsed."

In April 2021, the legislature passed the COVID-19 Emergency Rental Assistance Program ("CERAP"), funded with $2.6 billion for residential rent and utility assistance. To date, technical and administrative challenges, low public awareness of the program, and the slow pace of implementation have hampered the program's effectiveness in covering the cost of rent arrears and providing widespread eviction protections.

On August 12, 2021, in the case Chrysafis v. Marks, the U.S. Supreme Court enjoined the enforcement of CEEFPA's residential eviction moratorium, finding that provisions that provided for a tenant to self-certify financial hardship and delayed a landlord from contesting the certification violated constitutional rights to due process.

Stabilizing housing and small businesses continues to be to the mutual benefit of all New Yorkers in that these steps will help the state address the COVID-19 pandemic, protect public health, and foster a full and equitable recovery. The legislature is especially cognizant of the ongoing risks posed by residential evictions stemming from non-payment of rent during the height of the public health emergency, and its recov-

ery period, such as the potential to exacerbate the resurgence of COVID-19, the damage significant numbers of evictions would cause to the state's economic recovery, and the deleterious social and public health effects of homelessness and housing instability.

For all of the foregoing reasons it is necessary to modify the residential eviction moratorium to address the Supreme Court's due process concern, and to extend and strengthen the protections in the law. In addition, it is necessary to temporarily alter certain provisions of the open meetings law to ensure that certain public bodies can hold meetings and conduct business in a manner that balances public health and safety precautions with the public's right to observe the proceedings.

PART A

Section 1. Subdivision 3 of section 3 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

3. **a.** The commissioner shall develop and promulgate a form outlining the obligations of each municipal corporation that chooses to participate in the statewide program. Those municipal corporations who choose to participate shall remit such form to the office of temporary and disability assistance within 10 business days from the date of issuance. At such time that the municipal corporation has affirmed their participation, upon receipt of the completed form by the office of temporary and disability assistance and the director of the budget, and the federal department of the treasury, the municipal corporation shall remit their allocation of funds to the state in such manner as determined by the division of the budget. Provided, after the office has acknowledged receipt of the completed form, residents of such [~~municipality~~] **municipal corporation** shall be entitled to benefit from funds made available for this purpose, subject to the continued availability of funds.

b. Residents of a municipal corporation that chooses not to participate in the statewide program may submit an application to the statewide program if the municipal corporation has distributed or obligated all of the municipal corporation's available federal emergency rental assistance funds as certified by the chief elected official of the municipal corporation and the resident is otherwise eligible for the statewide program. Any municipal corporation that chooses not to participate in the statewide program shall notify any applicant for federal emergency rental assistance funds that is eligible for such assistance but is denied due to lack of funds that such applicant may be eligible to apply to the statewide program and shall provide such applicant with information on how to apply to the statewide program. If the chief elected official of a municipal corporation certifies that the municipal corporation has distributed or obligated all of the municipal corporation's available federal emergency rental assistance funds, the municipal corporation shall provide information on its website informing residents that they may be eligible to apply to the statewide program and shall provide information on its website on how to apply for the statewide program.

§ 2. Subdivision 1 of section 6 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

1. As soon as practicable, the commissioner shall make an application for the program available on the office of temporary and disability assistance's website. The application shall be available online in

English, Spanish, Chinese, Russian, Korean, Yiddish, Haitian (French Creole), Bengali, and, to the extent practicable, other commonly used languages. The commissioner shall enable application assistance to be offered via telephone **to landlords and tenants** and make accommodations for those who are hearing or visually impaired, with referral to a community based organization as deemed necessary.

§ 3. Paragraph (b) of subdivision 4 of section 6 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

(b) Any documentation or information provided to the statewide application, eligibility worker, hotline or community based organization, or obtained in the course of administering the emergency rental assistance program or any other assistance program shall be kept confidential and shall only be used**: (i)** for the purposes of determining eligibility, for program administration, avoiding duplication of assistance, and other uses consistent with State and federal law**; and (ii) by the New York state office of court administration so a court may determine whether a litigant in a proceeding has applied for or been granted assistance from the emergency rental assistance program for the purposes of ensuring the availability for the eviction protections provided by this part**.

§ 4. Section 8 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

§ 8. Restrictions on eviction. [~~**Eviction**~~] **Except as provided in section nine-a of this act, eviction** proceedings for a holdover or expired lease, or non-payment of rent or utilities that would be eligible for coverage under this program shall not be commenced against a household who has applied for this program **or any local program administering federal emergency rental assistance program funds** unless or until a determination of ineligibility is made. [~~**If such eviction proceedings are commenced**~~] **Except as provided in section nine-a of this act, in any pending eviction proceeding, whether filed prior to, on, or after the effective date of this act,** against a household who **has applied or** subsequently applies for benefits under this program **or any local program administering federal emergency rental assistance program funds to cover all or part of the arrears claimed by the petitioner**, all proceedings shall be stayed pending a determination of eligibility. Evidence of a payment received pursuant to this act **or a local program administering federal emergency rental assistance program funds** may be presented in such proceeding and create a presumption that the tenant's or occupant's rent or utility obligation for the time period covered by the payment has been fully satisfied.

§ 5. Paragraph (d) of subdivision 2 of section 9 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

(d) Acceptance of payment for rent or rental arrears from this program **or any local program administering federal emergency rental assistance program funds** shall constitute agreement by the recipient landlord or property owner: (i) that the arrears covered by this payment are satisfied and will not be used as the basis for a non-payment eviction; (ii) to waive any late fees due on any rental arrears paid pursuant to this program; (iii) to not increase the monthly rent due for the dwelling unit such that it shall not be greater than the amount that was due at the time of application to the program for any and all months for which rental assistance is received and for one year after the first rental assistance payment is received; (iv) not to evict for reason of expired

lease or holdover tenancy any household on behalf of whom rental assistance is received for 12 months after the first rental assistance payment is received, unless the dwelling unit that is the subject of the lease or rental agreement is located in a building that contains 4 or fewer units, in which case the landlord may decline to extend the lease or tenancy if the landlord intends to immediately occupy the unit for the landlord's personal use as a primary residence or the use of an immediate family member as a primary residence; and (v) to notify the tenant of the protections established under this subdivision. **Provided, however, that provisions of this paragraph shall not apply to the extent that it conflicts with any legally binding agreement the recipient landlord or property owner entered into pursuant to a local program administering federal emergency rental assistance program funds prior to the effective date of the chapter of the laws of two thousand twenty-one that amended this paragraph, or where the recipient landlord or property owner accepted payment from such local program prior to the effective date of the chapter of the laws of two thousand twenty-one that amended this paragraph.**

§ 6. Subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended by adding a new section 9-a to read as follows:

§ 9-a. Expired lease or holdover tenant. Section eight of this act shall not apply, and a landlord or property owner that has agreed not to evict a household for reason of expired lease or holdover tenancy pursuant to paragraph (d) of subdivision two of section nine of this act may evict such household, if a tenant intentionally causes significant damage to the property or is 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, provided:

1. If an eviction proceeding is not pending on the effective date of this section, the petitioner shall file an affidavit under penalty of perjury with the petition attesting that the respondent intentionally caused significant damage to the property or is persistently and unreasonably engaging in such behavior, with a specific description of the behavior alleged.

2. If an eviction proceeding is pending on the effective date of this section, but the petitioner has not previously alleged that the tenant intentionally caused significant damage to the property or persistently and unreasonably engaged in such behavior, the petitioner shall be required to submit a new petition with such allegations and comply with all notice and service requirements under article 7 of the real property actions and proceedings law.

3. If the court has awarded a judgment against a respondent prior to the effective date of this section on the basis of objectionable or nuisance behavior, the court shall hold a hearing to determine whether the tenant is continuing to intentionally cause significant damage to the property or persist in engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

4. For the purposes of this section, a mere allegation of the behavior by the petitioner or an agent of the petitioner alleging such behavior shall not be sufficient evidence to establish that the tenant has engaged in such behavior.

5. If the petitioner fails to establish that the tenant intentionally caused significant damage to the property or persistently and unreason-

ably engaged in such behavior: (i) if the household's application is still pending, the court shall stay or continue to stay any further proceedings pending a determination of eligibility pursuant to section eight of this act; or (ii) if the landlord has accepted payment of rental arrears and agreed not to evict the tenant pursuant to paragraph (d) of subdivision two of section nine of this act, the court shall dismiss the proceeding with prejudice.

6. If the petitioner establishes that the tenant intentionally caused significant damage to the property or persistently and unreasonably engaged in such behavior, the proceeding may continue pursuant to article 7 of the real property actions and proceedings law.

§ 7. Section 11 of subpart A of part BB of chapter 56 of the laws of 2021, establishing a COVID-19 emergency rental assistance program, is amended to read as follows:

§ 11. Notice to tenants in eviction proceedings. In any eviction proceeding pending as of the effective date of this article and any eviction proceeding filed while applications are being accepted for assistance pursuant to this article or pursuant to a local program administering federal emergency rental assistance program funds in the jurisdiction of the court, the court shall promptly make available to the respondent information regarding how the respondent may apply for such assistance in English, and, to the extent practicable, in the respondent's primary language, if other than English.

§ 8. This act shall take effect immediately.

PART B

Section 1. This Part enacts into law components of legislation relating to commercial eviction and foreclosure protections. Each component is wholly contained within a Subpart identified as Subparts A through D. The effective date for each particular provision contained within such Subpart is set forth in the last section of such Subpart. Any provision in any section contained within a Subpart, including the effective date of the Subpart, which makes reference to a section "of this act", when used in connection with that particular component, shall be deemed to mean and refer to the corresponding section of the Subpart in which it is found. Section three of this Part sets forth the general effective date of this Part.

SUBPART A

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

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

3. "Tenant" includes a commercial tenant that is a resident of the state, independently owned and operated, not dominant in its field and employs one hundred or fewer persons.

4. "Hardship declaration" means a. a hardship declaration filed pursuant to chapters 73, 104 or 154 of the laws of 2021, so long as the business meets the definition of tenant in subdivision three of this section, or b. 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 may be protected from eviction until at least January 15, 2022 for nonpayment of rent or for holding over after the expiration of your lease. If your landlord files an eviction against you and you provide this form to the landlord or the court, the eviction proceedings will be postponed until January 15, 2022 unless your landlord moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the eviction proceedings will be postponed until after January 15, 2022. While the eviction proceedings are postponed, you may remain in possession of your unit. You may still be evicted for violating your lease by intentionally causing significant damage to the property or 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. To the extent you can pay less than the full rent, it is recommended you do so and 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 commercial unit). My business is resident in New York state, independently owned and operated, not dominant in its field, and employs one hundred or fewer persons. My business is experiencing financial hardship, and is unable to pay the rent in full or other financial obligations under the lease in full or obtain an alternative suitable commercial property because of one or more of the following:

(i) Significant loss of revenue during the COVID-19 pandemic.

(ii) Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

(iii) Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another location during the COVID-19 pandemic.

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

revenue or increased expenses, and the business still meets the aforementioned eligibility criteria to qualify for a financial hardship.

I understand that the business must comply with all other lawful terms under its commercial tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by the commercial tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment. I further understand that the landlord may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any proceedings regarding the tenancy. I further understand that the landlord may be able to seek eviction after January 15, 2022, and that the law may provide certain protections at that time that are separate from those available through this declaration. I understand that I may be eligible to receive financial assistance from the State of New York under the Pandemic Small Business Recovery Grant Program or similar relief program, and that I may visit https://esd.ny.gov/business-pandemic-recovery-initiative to receive additional information or call 877-721-0097 for assistance.

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."

5. "Hardship" means a business is unable to pay the rent in full or other financial obligations under the lease in full or obtain an alternative suitable commercial property because of one or more of the following reasons and any public assistance the business has received since the start of the COVID-19 pandemic has not fully made up for the business's loss of revenue or increased expenses:

a. Significant loss of revenue during the COVID-19 pandemic; or

b. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business; or

c. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another location during the COVID-19 pandemic.

§ 2. No commercial tenant shall be removed from the possession prior to January 15, 2022, except by an eviction proceeding.

§ 3. Pre-eviction notices. A landlord shall include a "Hardship Declaration" with every written notice required by the commercial lease or tenancy agreement, law or rule to be provided prior to the commencement of an eviction proceeding, and with every notice of petition or summons and complaint served on a tenant. Such notice shall also include a mailing address, telephone number and active email address the tenant can use to contact the landlord and return the hardship declaration.

§ 4. Required affidavit. 1. No court shall accept for filing any petition or other filing to commence an eviction proceeding unless the petitioner or plaintiff or an agent of the petitioner or plaintiff files an affidavit of service, under penalty of perjury, demonstrating the manner in which the petitioner or plaintiff or the petitioner's or plaintiff's

agent served a copy of the hardship declaration in English and the language in which the commercial lease or tenancy agreement was written or negotiated, if other than English, with any written notice required by the commercial lease or tenancy agreement, law or rule to be provided prior to the commencement of an eviction proceeding, and an affidavit under penalty of perjury:

a. attesting that, at the time of filing, neither the petitioner or plaintiff nor any agent of the petitioner or plaintiff has received a hardship declaration from the respondent, or

b. attesting that the respondent or defendant has returned a hardship declaration, but the respondent or defendant is intentionally causing significant damage to the property or 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, with a specific description of the behavior alleged, or

c. attesting that the respondent or defendant has returned a hardship declaration, but the petitioner or plaintiff believes in good faith that the hardship certified in the hardship declaration does not exist.

2. Upon accepting a petition or complaint, the attorney, judge or clerk of the court, as the case may be, shall determine whether a copy of the hardship declaration in English and the language in which the commercial lease or tenancy agreement was written or negotiated, if other than English, and a copy of any affidavit filed pursuant to subdivision 1 of this section is annexed to the served notice of petition or summons and complaint and, if not, shall ensure that a copy of the hardship declaration and any such affidavit is attached to such notice or summons. If the petitioner submits an affidavit pursuant to paragraph c of subdivision 1 of this section, the following notice, in at least fourteen-point type, shall also be annexed as a cover page to the notice of petition or summons:

"NOTICE TO TENANT: THIS IS A PETITION TO COMMENCE AN EVICTION PROCEEDING AGAINST YOU, BUT THE PROCEEDING WILL NOT CONTINUE UNTIL AT LEAST JANUARY 15, 2022, UNLESS YOUR LANDLORD MOVES TO CHALLENGE YOUR CLAIM OF AN EXEMPTION FROM EVICTION IN YOUR HARDSHIP DECLARATION FORM.

IF YOUR LANDLORD MOVES TO CHALLENGE YOUR HARDSHIP CLAIM, YOU ARE ENTITLED TO A HEARING. IF THE COURT RULES YOUR HARDSHIP CLAIM INVALID AFTER THE HEARING, THE LAWSUIT MAY PROCEED TOWARD POSSIBLE EVICTION, BUT UNLESS AND UNTIL THE COURT ISSUES AN EVICTION WARRANT AGAINST YOU, YOU ARE ENTITLED TO REMAIN IN POSSESSION OF YOUR UNIT."

At the earliest possible opportunity, the court shall seek confirmation on the record or in writing from the respondent or defendant that the respondent or defendant has received the hardship declaration and whether the respondent or defendant has submitted a hardship declaration to the petitioner or plaintiff, an agent of the petitioner or plaintiff, or the court. If the court determines a respondent or defendant has not received a hardship declaration, then the court shall stay the proceeding for a reasonable period of time, which shall be no less than ten business days or any longer period provided by law, and provide the respondent or defendant with a copy of the hardship declaration in English and, to the extent practicable, the language in which the commercial lease or tenancy agreement was written or negotiated, if other than English, to ensure the respondent or defendant received and fully considered whether to submit the hardship declaration.

§ 5. Pending proceedings. In any eviction proceeding in which an eviction warrant or judgment of possession or ejectment has not been issued, including eviction proceedings filed on or before March 7, 2020,

if the tenant provides a hardship declaration to the petitioner or plaintiff, the court, or an agent of the petitioner or plaintiff or the court, the eviction proceeding shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the petitioner or plaintiff or agent, such petitioner or plaintiff or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 6. Post warrant of eviction. 1. a. In any eviction proceeding in which an eviction warrant or judgment of possession or ejectment has been issued prior to the effective date of this act, but has not yet been executed as of the effective date of this act, including eviction proceedings filed on or before March 7, 2020, the court shall stay the execution of the warrant or judgment at least until the court has held a status conference with the parties. b. In any eviction proceeding, if the tenant provides a hardship declaration to the petitioner or plaintiff, the court, or an agent of the petitioner or plaintiff or the court, prior to the execution of the warrant or judgment, the execution shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the petitioner or plaintiff or agent of the petitioner or plaintiff, such petitioner or plaintiff or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

2. In any eviction proceeding in which a warrant or execution has been issued, including eviction proceedings filed on or before March 7, 2020, any warrant or execution issued shall not be effective as against the occupants, unless, in addition to other requirements under law, such warrant or execution states:

a. The tenant has not submitted the hardship declaration and the tenant was properly served with a copy of the hardship declaration pursuant to this section, listing dates the tenant was served with the hardship declaration by the petitioner or plaintiff and the court; or

b. The tenant is ineligible for a stay under this act because the court has found the tenant's hardship claim invalid, or that the tenant intentionally caused significant damage to the property, or the tenant is 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, with a specific description of the behavior.

3. No court shall issue a warrant or execution directed to the sheriff of the county or to any constable or marshal of the city in which the property, or a portion thereof, is situated, or, if it is not situated in a city, to any constable of any town in the county, that does not comply with the requirements of this section.

4. No officer to whom the warrant or execution is directed shall execute a warrant for eviction issued that does not comply with the requirements of this section.

5. Unless the warrant or execution contains the information contained in paragraph b of subdivision 2 of this section, if any tenant delivers the hardship declaration to the officer to whom the warrant or execution is directed, the officer shall not execute the warrant or execution and shall return the hardship form to the court indicating the appropriate index/case number the form is associated with.

§ 7. Section five and paragraph b of subdivision 1 of section six of this act shall not apply if the tenant: 1. intentionally caused significant damage to the property; or

2. is 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, provided:

a. If an eviction proceeding is pending on the effective date of this act, but the petitioner or plaintiff has not previously alleged that the tenant intentionally caused a significant damage to the property or persistently and unreasonably engaged in such behavior, the petitioner or plaintiff shall be required to submit a new petition or an amended complaint with such allegations and comply with all notice and service requirements under law.

b. (i) If the court has awarded a judgment against a respondent or defendant prior to the effective date of this act on the basis of objectionable or nuisance behavior and the petitioner or plaintiff is alleging the tenant caused significant damage to the property, the court shall hold a hearing to determine whether the tenant is continuing to intentionally cause significant damage to the property.

(ii) If the court has awarded a judgment against a respondent or defendant prior to the effective date of chapter 73 of the laws of 2021 on the basis of objectionable or nuisance behavior and the petitioner or plaintiff is alleging the tenant is persistently engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others, the court shall hold a hearing to determine whether the tenant is continuing to persist in engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

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

d. If the petitioner or plaintiff establishes that the tenant intentionally caused significant damage to the property, persistently and unreasonably engaged in such behavior, or the tenant fails to provide a hardship declaration to the petitioner or plaintiff, petitioner's or plaintiff's agent or the court, the proceeding may continue pursuant to law.

§ 8. Translation of hardship declaration. The office of court administration shall translate the hardship declaration, as defined in section one of this act, into Spanish and, to the extent practicable, the six most common languages in the city of New York, after Spanish, and shall post and maintain such translations and an English language copy of the hardship declaration on the website of such office beginning within fifteen days of the effective date of this act. To the extent practicable, the office of court administration shall post and maintain on its website translations into such additional languages as the chief administrative judge shall deem appropriate to ensure that tenants have an opportunity to understand and submit hardship declarations pursuant to this act.

§ 9. Rebuttable presumption. Unless a court determines a tenant's hardship claim invalid pursuant to section ten of this act, a hardship declaration shall create a rebuttable presumption that the tenant is experiencing financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under an executive order of the governor or any other local or state law, order or regulation restricting the eviction of a tenant suffering from a financial hardship during or due to COVID-19 provided

that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

§ 10. 1. Notwithstanding any other provision of this act, a stay under this part shall be granted or continued unless the court finds the respondent's or defendant's hardship claim invalid. A motion may be made by the petitioner or plaintiff, attesting a good faith belief that the respondent or defendant has not experienced a hardship, with notice to the respondent or defendant, and the court shall grant a hearing to determine whether to find the respondent's or defendant's hardship claim invalid.

2. After any hearing, if the court finds the respondent's or the defendant's hardship claim valid, the court shall grant a stay or continue a stay pursuant to this act.

3. After a hearing, if the court finds the respondent's or the defendant's hardship claim invalid, the proceedings shall continue to a determination on the merits.

§ 11. This act shall take effect immediately and sections one, two, three, four, five, six, seven, eight and ten of this act shall expire and be deemed repealed January 15, 2022.

SUBPART B

Section 1. Application. This section shall apply to any action to foreclose a mortgage relating to commercial real property, provided the owner or mortgagor of such property owns ten or fewer commercial units whether directly or indirectly and is a business that is resident in New York State, independently owned and operated, not dominant in its field, and employs one hundred or fewer persons. The ten or fewer commercial units may be in more than one property or building as long as the total aggregate number of ten units are currently occupied by a tenant or are available for rent.

Notwithstanding anything to the contrary, this act shall not apply to, and does not affect any mortgage loans made, insured, purchased or securitized by a corporate governmental agency of the state constituted as a political subdivision and public benefit corporation, or the rights and obligations of any lender, issuer, servicer or trustee of such obligations.

§ 2. Definitions. 1. For the purposes of this act, "Hardship Declaration" means a. a hardship declaration filed pursuant to chapters 73, 104 or 154 of the laws of 2021, or b. the following statement in 14-point type, published by the office of court administration, whether in physical or electronic written form:

"NOTICE TO COMMERCIAL MORTGAGOR: 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 mortgage lender or other foreclosing party, you may be protected from foreclosure until at least January 15, 2022. If a foreclosure action is filed against you and you provide this form to the plaintiff or the court, the action will be postponed until January 15, 2022 unless the plaintiff moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the foreclosure action will be postponed until after January 15, 2022. While the action is postponed, you may remain in possession.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can

return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

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

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

(i) Significant loss of revenue during the COVID-19 pandemic.

(ii) Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

(iii) Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic.

(iv) One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

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

I understand that the business must comply with all other lawful terms under my commercial mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid the mortgage in full as required by the commercial mortgage agreement may still be charged or collected and may result in a monetary judgment. I further understand that the mortgage lender or other foreclosing party may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any actions or proceedings regarding the mortgage interest. I also understand that the mortgage lender or other foreclosing party may pursue a foreclosure action against the business on or after January 15, 2022, if I do not fully repay any missed or partial payments and lawful fees. I understand that I may be eligible to receive financial assistance from the State of New York under the Pandemic Small Business Recovery Grant Program or similar relief program, and that I may visit https://esd.ny.gov/business-pandemic-recovery-initiative to receive additional information or call 877-721-0097 for assistance.

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."

2. "Hardship" means a business is unable to pay the mortgage in full because of one or more of the following reasons and any public assistance the business has received since the start of the COVID-19 pandemic does not fully make up for the business's loss of revenue or increased expenses:

a. Significant loss of revenue during the COVID-19 pandemic; or

b. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business; or

c. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic; or

d. One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

§ 3. The foreclosing party shall include a "Hardship Declaration" with every notice required provided to a mortgagor prior to filing an action for foreclosure. Such notice shall also include a mailing address, telephone number and active email address the mortgagor can use to contact the foreclosing party and return the hardship declaration.

§ 4. No court shall accept for filing any action to foreclose a mortgage unless the foreclosing party or an agent of the foreclosing party files an affidavit, under penalty of perjury:

1. of service demonstrating the manner in which the foreclosing party's agent served a copy of the hardship declaration with required notices, if any, provided to the mortgagor, and

2. a. attesting that, at the time of filing, neither the foreclosing party nor any agent of the foreclosing party has received a hardship declaration from the mortgagor; or

b. attesting that at the time of filing, the foreclosing party or an agent of the foreclosing party has received a hardship declaration from the mortgagor, but the foreclosing party believes in good faith that the hardship certified in the hardship declaration does not exist.

At the earliest possible opportunity, the court shall seek confirmation on the record or in writing that the mortgagor has received a copy of the hardship declaration and whether the mortgagor has returned the hardship declaration to the foreclosing party or an agent of the foreclosing party. If the court determines a mortgagor has not received a hardship declaration, then the court shall stay the proceeding for a reasonable period of time, which shall be no less than ten business days or any longer period provided by law, to ensure the mortgagor received and fully considered whether to submit the hardship declaration.

§ 5. In any action to foreclose a mortgage in which a judgment of sale has not been issued, including actions filed on or before March 7, 2020, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, the proceeding shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the foreclosing party or agent of the foreclosing party, such foreclosing party or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 6. In any action to foreclose a mortgage in which a judgment of sale has been issued prior to the effective date of this act but has not yet been executed as of the effective date of this act, including actions filed on or before March 7, 2020, the court shall stay the execution of the judgment at least until the court has held a status conference with the parties. In any action to foreclose a mortgage, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, prior to the execution of the judgment, the execution shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the foreclosing

party or agent of the foreclosing party, such foreclosing party or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 7. The office of court administration shall post and maintain a copy of the hardship declaration on the website of such office beginning within fifteen days of the effective date of this act.

§ 8. Unless a court determines a mortgator's hardship claim invalid pursuant to section nine of this act, a hardship declaration shall create a rebuttable presumption that the mortgagor is suffering financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under an executive order of the governor or any other local or state law, order or regulation restricting actions to foreclose a mortgage against a mortgagor suffering from a financial hardship during or due to the COVID-19 pandemic provided that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

§ 9. 1. Notwithstanding any other provision of this act, a stay under this part shall be granted or continued unless the court finds the defendant's hardship claim invalid. A motion may be made by the plaintiff, attesting a good faith belief that the defendant has not experienced a hardship, with notice to the defendant, and the court shall grant a hearing to determine whether to find the defendant's hardship claim invalid.

2. After any hearing, if the court finds the defendant's hardship claim valid, the court shall grant or continue a stay pursuant to this act.

3. After a hearing, if the court finds the defendant's hardship claim invalid, the action shall continue to a determination on the merits.

§ 10. This act shall take effect immediately and sections one, two, three, four, five, six, seven and nine of this act shall expire and be deemed repealed January 15, 2022.

SUBPART C

Section 1. Application. This act shall apply to any action to foreclose on delinquent taxes or sell a tax lien relating to commercial real property, provided the owner or mortgagor of such property owns ten or fewer commercial units whether directly or indirectly and is a business that is resident in New York State, independently owned and operated, not dominant in its field, and employs one hundred or fewer persons. The ten or fewer commercial units may be in more than one property or building as long as the units are currently occupied by a tenant or are available for rent.

§ 2. Definitions. For purposes of this act: 1. "Tax lien" means an unpaid tax, special ad valorem levy, special assessment or other charge imposed upon real property by or on behalf of a municipal corporation or special district or other public or private entity which is an encumbrance on real property, whether or not evidenced by a written instrument.

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

3. "Hardship Declaration" means a. a hardship declaration filed pursuant to chapters 73, 104 or 154 of the laws of 2021, or b. the following

statement in 14-point type, whether in physical or electronic written form:

"COMMERCIAL OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

I am the owner, chief executive officer, president, or similar officer of (name of the business), which is the owner of the commercial property at (address). My business owns, whether directly or indirectly, ten or fewer commercial units. My business is resident in New York State, independently owned and operated, not dominant in its field, and employs one hundred or fewer persons. My business is experiencing financial hardship, and is unable to pay its full tax bill because of one or more of the following:

(i) Significant loss of revenue during the COVID-19 pandemic.

(ii) Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

(iii) Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic.

(iv) One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

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

I understand that lawful fees, penalties or interest for not having paid the business's taxes in full may still be charged or collected and may result in a foreclosure action against the business on or after January 15, 2022, if the business does not fully repay any missed or partial payments and fees.

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."

4. "Hardship" means a business is unable to pay the full tax bill because of one or more of the following reasons and any public assistance the business has received since the start of the COVID-19 pandemic does not fully make up for the business's loss of revenue or increased expenses:

a. Significant loss of revenue during the COVID-19 pandemic; or

b. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business; or

c. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic; or

d. One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

§ 3. 1. A commercial real property owner may submit a "Hardship Declaration" to any village, town, city, school district, county, or other entity or person which conducts tax foreclosures or tax lien sales.

2. At least thirty days prior to the date on which a sale of a tax lien is scheduled to occur, or upon the filing of a petition of foreclosure of a tax lien, the enforcing officer or other person or entity conducting such tax lien sale or tax foreclosure shall notify the owner of the affected property of such owner's rights under this act and shall notify the owner that a copy of the hardship declaration can be accessed on the New York State Department of Tax and Finance's website and also provide a link to such declaration form. For the purposes of this act, "enforcing officer" shall have the same meaning as defined in subdivision 3 of section 1102 of the real property tax law. The New York State Department of Tax and Finance shall publish a copy of the hardship declaration on its website.

3. The submission of such a declaration, unless withdrawn by the owner, shall act as a temporary stay applicable to all entities and persons of all such tax lien sales and tax foreclosure actions and proceedings against such owner for such property that have been commenced or could have been commenced before January 15, 2022.

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

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

6. Unless a court determines an owner's hardship claim invalid pursuant to subdivision seven of this section, a hardship declaration shall create a rebuttable presumption that the owner is experiencing financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under an executive order of the governor or any other local or state law, order or regulation restricting actions to sell a tax lien or foreclose a tax lien against an owner suffering from a financial hardship during or due to the COVID-19 pandemic, provided that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

7. a. Notwithstanding any other provision of this act, a stay under this part shall be granted or continued unless the court finds the defendant's hardship claim invalid. A motion may be made by the plaintiff, if the plaintiff is not a governmental entity, attesting a good faith belief that the defendant has not experienced a hardship, with notice to the defendant, and the court shall grant a hearing to determine whether to find the defendant's hardship claim invalid.

b. After any hearing, if the court finds the defendant's hardship claim valid, the court shall grant a stay or continue a stay pursuant to this act.

c. After a hearing, if the court finds the defendant's hardship claim invalid, the action shall continue to a determination on the merits.

§ 4. This act shall take effect immediately and sections one and two and subdivisions 1, 2, 3, 4, 5 and 7 of section three of this act shall expire and be deemed repealed January 15, 2022.

SUBPART D

Section 1. Application. 1. This act shall apply to an owner of commercial real property, provided the owner or mortgagor of such property owns ten or fewer commercial units whether directly or indirectly and is

a business that is resident in New York State, independently owned and operated, not dominant in its field, and employs one hundred or fewer persons. The ten or fewer commercial units may be in more than one property or building as long as the total aggregate number of ten units are currently occupied by a tenant or are available for rent.

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean a. a hardship declaration filed pursuant to chapters 73, 104 or 154 of the laws of 2021, or b. the following statement in 14-point type, whether in physical or electronic written form, and the department of financial services shall publish a copy of the hardship declaration on its website:

"NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant revenue or had significantly increased necessary costs due to the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your lending institution, you cannot be discriminated against in the determination of whether credit should be extended or reported negatively to a credit reporting agency until at least January 15, 2022.

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

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

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

(i) Significant loss of revenue during the COVID-19 pandemic.

(ii) Significant increase in necessary out-of-pocket expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.

(iii) Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another commercial property during the COVID-19 pandemic.

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

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

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."

3. Discrimination in credit decisions. Notwithstanding any law to the contrary, lending institutions shall not discriminate in the determination of whether credit should be extended to any owner of commercial real property as defined in subdivision one of this section because, as provided for in this act, such owner has been granted a stay of mortgage

foreclosure proceedings, tax foreclosure proceedings or of tax lien sales, or that an owner of commercial real property as defined in subdivision one of this section is currently in arrears and has filed a hardship declaration with such lender.

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

§ 2. This act shall take effect immediately and shall expire and be deemed repealed January 15, 2022.

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

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

PART C

Section 1. This Part enacts into law components of legislation relating to residential eviction and foreclosure protections. Each component is wholly contained within a Subpart identified as Subparts A through D. The effective date for each particular provision contained within such Subpart is set forth in the last section of such Subpart. Any provision in any section contained within a Subpart, including the effective date of the Subpart, which makes reference to a section "of this act", when used in connection with that particular component, shall be deemed to mean and refer to the corresponding section of the Subpart in which it is found. Section three of this Part sets forth the general effective date of this Part.

SUBPART A

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

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

3. "Tenant" includes a residential tenant, lawful occupant of a dwelling unit, or any other person responsible for paying rent, use and occu-

pancy, or any other financial obligation under a residential lease or tenancy agreement, but does not include a residential tenant or lawful occupant with a seasonal use lease where such tenant has a primary residence to which to return to.

4. "Hardship declaration" means:

a. a hardship declaration filed pursuant to chapter 381 of the laws of 2020 or chapter 104 of the laws of 2021; or

b. the following statement, or a substantially equivalent statement in the tenant's primary language, in 14-point type, published by the office of court administration, whether in physical or electronic written form:

"NOTICE TO TENANT: If you have lost income or had increased costs during the COVID-19 pandemic, or moving would pose a significant health risk for you or a member of your household due to an increased risk for severe illness or death from COVID-19 due to an underlying medical condition, and you sign and deliver this hardship declaration form to your landlord, you may be protected from eviction until at least January 15, 2022 for nonpayment of rent or for holding over after the expiration of your lease. If your landlord files an eviction against you and you provide this form to the landlord or the court, the eviction proceedings will be postponed until January 15, 2022 unless your landlord moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the eviction proceeding will be postponed until after January 15, 2022. While the eviction proceeding is postponed, you may remain in possession of your unit. You may still be evicted for violating your lease by intentionally causing significant damage to the property or 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.

For more information about legal resources that may be available to you, go to www.nycourts.gov/evictions/nyc/ or call 718-557-1379 if you live in New York City or go to www.nycourts.gov/evictions/outside-nyc/ or call a local bar association or legal services provider if you live outside of New York City. Financial assistance may be available to you, even if you have not qualified for assistance in the past. You should contact your local housing assistance office or the Office of Temporary and Disability Assistance (OTDA) for application information.

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

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

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

A. ( ) I am experiencing financial hardship, and I am unable to pay my rent or other financial obligations under the lease in full or obtain

alternative suitable permanent housing because of one or more of the following:

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

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

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

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

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

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.

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

I understand that I must comply with all other lawful terms under my tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by my tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment against me. I further understand that my landlord may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any proceedings regarding my tenancy. I further understand that my landlord may be able to seek eviction after January 15, 2022, and that the law may provide certain protections at that time that are separate from those available through this declaration.

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."

5. "Hardship" means either: (a) an inability to pay rent or other financial obligations due in full pursuant to a lease or rental agreement or obtain alternative suitable permanent housing due to one or more of the following reasons where public assistance, including unemployment

insurance, pandemic unemployment assistance, disability insurance, or paid family leave, does not fully make up for the loss of household income or increase expenses:

(i) a significant loss of household income during the COVID-19 pandemic; or

(ii) increase in necessary out-of-pocket expenses related to performance of essential work or related to health impacts during the COVID-19 pandemic; or

(iii) childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected the ability of the tenant or a household member to obtain meaningful employment or earn income; or

(iv) increased necessary out-of-pocket expenses; or

(v) moving expenses and related difficulty in securing alternative housing make it a hardship to relocate to another residence during the COVID-19 pandemic; or

(vi) other circumstances related to the COVID-19 pandemic have significantly reduced household income or significantly increased expenses; or

(b) an inability to vacate the premises and move into new permanent housing because doing so would pose a significant risk of severe illness or death from COVID-19 that a tenant or household member would face due to being over the age of sixty-five, having a disability or having an underlying medical condition, which may include but is not limited to being immunocompromised.

§ 2. Pre-eviction notices. A landlord shall include a "Hardship Declaration" in 14-point type, with every written demand for rent made pursuant to subdivision 2 of section 711 of the real property actions and proceedings law, with any other written notice required by the lease or tenancy agreement, law or rule to be provided prior to the commencement of an eviction proceeding, and with every notice of petition served on a tenant. Such notice shall also include:

1. a mailing address, telephone number and active email address the tenant can use to contact the landlord and return the hardship declaration; and

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

§ 3. Required affidavit. 1. No court shall accept for filing any petition or other filing to commence an eviction proceeding unless the petitioner or an agent of the petitioner files an affidavit of service, under penalty of perjury, demonstrating the manner in which the petitioner or the petitioner's agent served a copy of the hardship declaration in English and the tenant's primary language, if other than English, with any rent demand and with any other written notice required by the lease or tenancy agreement, law or rule to be provided prior to the commencement of an eviction proceeding, and an affidavit under penalty of perjury:

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

b. attesting that the respondent or another tenant or occupant of the dwelling unit that is the subject of the proceeding has returned a hard-

ship declaration, but the respondent is intentionally causing significant damage to the property or 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, with a specific description of the behavior alleged, or

c. attesting that the respondent or another tenant or occupant of the dwelling unit that is the subject of the proceeding has returned a hardship declaration, but the petitioner believes in good faith that the hardship certified in the hardship declaration does not exist.

2. Upon accepting a petition pursuant to article 7 of the real property actions and proceedings law, the attorney, judge or clerk of the court, as the case may be, shall determine whether a copy of the hardship declaration in English and the tenant's primary language, if other than English, and a copy of any affidavit filed pursuant to subdivision one of this section is annexed to the served notice of petition and, if not, shall ensure that a copy of the hardship declaration and any such affidavit is attached to such notice. If the petitioner submits an affidavit pursuant to paragraph c of subdivision 1 of this section, the following notice in at least fourteen-point type shall also be annexed as a cover page to the notice of petition:

"NOTICE TO TENANT: THIS IS A PETITION TO COMMENCE AN EVICTION PROCEEDING AGAINST YOU, BUT THE PROCEEDING WILL NOT CONTINUE UNTIL AT LEAST JANUARY 15, 2022, UNLESS YOUR LANDLORD MOVES TO CHALLENGE YOUR CLAIM OF AN EXEMPTION FROM EVICTION IN YOUR HARDSHIP DECLARATION FORM.

IF YOUR LANDLORD MOVES TO CHALLENGE YOUR HARDSHIP CLAIM, YOU ARE ENTITLED TO A HEARING. IF THE COURT RULES YOUR HARDSHIP CLAIM INVALID AFTER THE HEARING, THE LAWSUIT MAY PROCEED TOWARD POSSIBLE EVICTION, BUT UNLESS AND UNTIL THE COURT ISSUES AN EVICTION WARRANT AGAINST YOU, YOU MAY NOT BE EVICTED."

Service of the notice of petition with the attached copies of the hardship declaration and affidavits shall be made by personal delivery to the respondent, unless such service cannot be made with due diligence, in which case service may be made under section 735 of the real property actions and proceedings law. At the earliest possible opportunity, the court shall seek confirmation on the record or in writing from the respondent that the respondent has received the hardship declaration and whether the respondent has submitted a hardship declaration to the petitioner, an agent of the petitioner, or the court. If the court determines a respondent has not received a hardship declaration, then the court shall stay the proceeding for a reasonable period of time, which shall be no less than ten business days or any longer period provided by law, and provide the respondent with a copy of the hardship declaration in English and the respondent's primary language, if other than English, to ensure the respondent received and fully considered whether to submit the hardship declaration. The court shall also advise the petitioner and respondent substantially as follows: "Financial assistance may be available to landlords and tenants, even if they have not qualified for assistance in the past. You should contact your local housing assistance office or the Office of Temporary and Disability Assistance for application information." If the court is a court of record, such advisory shall be given on the record.

§ 4. Pending proceedings. In any eviction proceeding in which an eviction warrant has not been issued, including eviction proceedings filed on or before March 7, 2020, if the respondent provides a hardship declaration to the petitioner, the court, or an agent of the petitioner or the court, the eviction proceeding shall be stayed until at least

January 15, 2022. If such hardship declaration is provided to the petitioner or agent, such petitioner or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 5. Default judgments. No court shall issue a judgment in any proceeding authorizing a warrant of eviction against a respondent who has defaulted, or authorize the enforcement of an eviction pursuant to a default judgment, prior to January 15, 2022, without first holding a hearing after the effective date of this act, upon motion of the petitioner. The petitioner or an agent of the petitioner shall file an affidavit attesting that the petitioner or the petitioner's agent has served notice of the date, time, and place of such hearing on the respondent, including a copy of such notice. If a default judgment has been awarded at any time prior to the effective date of chapter 381 of the laws of 2020, including in eviction proceedings filed on or before March 7, 2020, or between August 13, 2021 and the effective date of this act, the default judgment shall be vacated, regardless of any court proceedings that occurred subsequent to entry of the default judgment and the matter restored to the court calendar upon the respondent's written or oral request to the court either before or during such hearing and an order to show cause to vacate the default judgment shall not be required.

§ 6. Post warrant of eviction. a. (i) In any eviction proceeding in which an eviction warrant has been issued prior to the effective date of this act, but has not yet been executed as of the effective date of this act, including eviction proceedings filed on or before March 7, 2020, the court shall stay the execution of the warrant at least until the court has held a status conference with the parties. (ii) In any eviction proceeding, if the respondent provides a hardship declaration to the petitioner, the court, or an agent of the petitioner or the court, prior to the execution of the warrant, the execution shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the petitioner or agent of the petitioner, such petitioner or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

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

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

(ii) The tenant is ineligible for a stay under this act because the court has found the respondent's hardship claim invalid, or the respondent intentionally caused significant damage to the property, or the respondent is 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, with a specific description of the behavior.

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

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

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

§ 7. Section four and paragraph (ii) of subdivision a of section six of this act shall not apply if the tenant: (i) intentionally caused significant damage to the property; or (ii) is 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, provided:

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

2. a. If the court has awarded a judgment against a respondent prior to the effective date of this act on the basis of objectionable or nuisance behavior and the petitioner is alleging the tenant caused significant damage to the property, the court shall hold a hearing to determine whether the tenant is continuing to intentionally cause significant damage to the property.

b. If the court has awarded a judgment against a respondent prior to the effective date of chapter 381 of the laws of 2020 or between August 13, 2021 and the effective date of this act on the basis of objectionable or nuisance behavior and the petitioner is alleging the tenant is persistently engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others, the court shall hold a hearing to determine whether the tenant is continuing to persist in engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

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

4. If the petitioner establishes that the tenant intentionally caused significant damage to the property or persistently and unreasonably engaged in such behavior or the tenant fails to provide a hardship declaration to the petitioner, petitioner's agent or the court, the proceeding may continue pursuant to article 7 of the real property actions and proceedings law and this act.

§ 8. Translation of hardship declaration. The office of court administration shall translate the hardship declaration, as defined in section one of this act, into Spanish and the six most common languages in the city of New York, after Spanish, and shall post and maintain such translations and an English language copy of the hardship declaration on the website of such office beginning within fifteen days of the effective date of this act. To the extent practicable, the office of court admin-

istration shall post and maintain on its website translations into such additional languages as the chief administrative judge shall deem appropriate to ensure that tenants have an opportunity to understand and submit hardship declarations pursuant to this act.

§ 9. Rebuttable presumption. Unless a court determines a tenant's hardship claim invalid pursuant to section ten of this act, a hardship declaration in which the tenant has selected the option indicating a financial hardship shall create a rebuttable presumption that the tenant is experiencing financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under chapter 127 of the laws of 2020, an executive order of the governor or any other local or state law, order or regulation restricting the eviction of a tenant suffering from a financial hardship during or due to COVID-19 provided that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

§ 10. (a) Notwithstanding any other provision of this act, a stay under this act shall be granted or continued unless the court finds the respondent's hardship claim invalid. A motion may be made by the petitioner, attesting a good faith belief that the respondent has not experienced a hardship, with notice to the respondent, and the court shall grant a hearing to determine whether to find the respondent's hardship claim invalid.

(b) After any hearing, if the court finds the hardship claim valid, the court shall grant a stay or continue a stay pursuant to this act, provided that the court shall direct, if the respondent appears to be eligible and has not yet applied, that the parties apply to the COVID-19 emergency rental assistance program of 2021, created by subpart A of part BB of chapter 56 of the laws of 2021, or a locally administered program to administer federal emergency rental assistance funding issued pursuant to section 501 of the Consolidated Appropriations Act of 2021, Pub. L. 116-260 § 501, or section 3201 of the American Rescue Plan Act of 2021, Pub. L. 117-2 § 3201, so long as such program or programs are accepting applications.

(c) After a hearing, if the court finds the respondent's hardship claim invalid, the proceedings shall continue to a determination on the merits.

§ 11. This act shall take effect immediately and sections one, two, three, four, five, six, seven, eight and ten of this act shall expire January 15, 2022.

SUBPART B

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

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

(b) For purposes of this act, real property shall not include property that is vacant and abandoned, as defined in subdivision 2 of section 1309 of the real property actions and proceedings law, which was listed

on the statewide vacant and abandoned property electronic registry, as defined in section 1310 of the real property actions and proceedings law, prior to March 7, 2020 and that remains on such registry.

Notwithstanding anything to the contrary, this act shall not apply to, and does not affect any mortgage loans made, insured, purchased or securitized by a corporate governmental agency of the state constituted as a political subdivision and public benefit corporation, or the rights and obligations of any lender, issuer, servicer or trustee of such obligations.

§ 2. Definitions. 1. For the purposes of this act, "Hardship Declaration" means:

a. a hardship declaration filed pursuant to chapter 381 of the laws of 2020 or chapter 104 of the laws of 2021; or

b. the following statement, or a substantially equivalent statement in the mortgagor's primary language, in 14-point type, published by the office of court administration, whether in physical or electronic written form:

"NOTICE TO MORTGAGOR: If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you may be protected from foreclosure until at least January 15, 2022. If a foreclosure action is filed against you and you provide this form to the plaintiff or the court, the action will be postponed until January 15, 2022 unless the plaintiff moves to challenge your declaration of hardship. If the court finds your hardship claim valid, the foreclosure action will be postponed until after January 15, 2022. While the action is postponed, you may remain in possession.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe. Financial assistance may be available to you, even if you have previously been denied. You should contact your local housing assistance office for application information.

MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly 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 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.

I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against me. I further understand that my mortgage lender, or other foreclosing party may request a hearing to challenge the certification of hardship made herein, and that I will have the opportunity to participate in any actions or proceedings regarding my mortgage interest. I also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after January 15, 2022, if I do not fully repay any missed or partial payments and lawful fees.

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."

2. "Hardship" means a mortgagor is unable to pay their mortgage in full because of one or more of the following reasons and any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that the mortgagor or borrower has received since the start of the COVID-19 pandemic does not fully make up for their loss of household income or increased expenses:

(i) Significant loss of household income during the COVID-19 pandemic; or

(ii) Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic; or

(iii) Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic negatively affected the mortgagor's ability or the ability of someone in their household to obtain meaningful employment or earn income or increased their necessary out-of-pocket expenses; or

(iv) Moving expenses and difficulty the mortgagor has securing alternative housing make it a hardship for the mortgagor to relocate to another residence during the COVID-19 pandemic; or

(v) Other circumstances related to the COVID-19 pandemic have negatively affected the mortgagor's ability to obtain meaningful employment or earn income or have significantly reduced the mortgagor's household income or significantly increased the mortgagor's expenses; or

(vi) One or more of the mortgagor's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

§ 3. The foreclosing party shall include a "Hardship Declaration" in 14-point type, with every notice provided to a mortgagor pursuant to sections 1303 and 1304 of the real property actions and proceedings law. Such notice shall also include a mailing address, telephone number and active email address the mortgagor can use to contact the foreclosing party and return the hardship declaration.

§ 4. No court shall accept for filing any action to foreclose a mortgage unless the foreclosing party or an agent of the foreclosing party files an affidavit, under penalty of perjury:

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

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

b. attesting that at the time of filing, the foreclosing party or an agent of the foreclosing party has received a hardship declaration from the mortgagor, but the foreclosing party believes in good faith that the hardship certified in the hardship declaration does not exist.

At the earliest possible opportunity, the court shall seek confirmation on the record or in writing that the mortgagor has received a copy of the hardship declaration and whether the mortgagor has returned the hardship declaration to the foreclosing party or an agent of the foreclosing party. If the court determines a mortgagor has not received a hardship declaration, then the court shall stay the proceeding for a reasonable period of time, which shall be no less than ten business days or any longer period provided by law, to ensure the mortgagor received and fully considered whether to submit the hardship declaration.

§ 5. In any action to foreclose a mortgage in which a judgment of sale has not been issued, including actions filed on or before March 7, 2020, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, the proceeding shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the foreclosing party or agent of the foreclosing party, such foreclosing party or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 6. In any action to foreclose a mortgage in which a judgment of sale has been issued prior to the effective date of this act but has not yet been executed as of the effective date of this act, including actions filed on or before March 7, 2020, the court shall stay the execution of the judgment at least until the court has held a status conference with the parties. In any action to foreclose a mortgage, if the mortgagor provides a hardship declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court, prior to the execution of the judgment, the execution shall be stayed until at least January 15, 2022. If such hardship declaration is provided to the foreclosing party or agent of the foreclosing party, such foreclosing party or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases.

§ 7. The office of court administration shall translate the hardship declaration, as defined in section one of this act, into Spanish and the six most common languages in the city of New York, after Spanish, and shall post and maintain such translations and an English language copy

of the hardship declaration on the website of such office beginning within fifteen days of the effective date of this act.

§ 8. Unless a court determines a mortgagor's hardship claim invalid pursuant to section nine of this act, a hardship declaration shall create a rebuttable presumption that the mortgagor is suffering financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under an executive order of the governor or any other local or state law, order or regulation restricting actions to foreclose a mortgage against a mortgagor suffering from a financial hardship during or due to the COVID-19 pandemic provided that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

§ 9. (a) Notwithstanding any other provision of this act, a stay under this part shall be granted or continued unless the court finds the defendant's hardship claim invalid. A motion may be made by the foreclosing party, attesting a good faith belief that the defendant has not experienced a hardship, with notice to the defendant, and the court shall grant a hearing to determine whether to find the defendant's hardship claim invalid.

(b) After any hearing, if the court finds the defendant's hardship claim valid, the court shall grant a stay or continue a stay pursuant to this act.

(c) After a hearing, if the court finds the defendant's hardship claim invalid, the action shall continue to a determination on the merits.

§ 10. This act shall take effect immediately and sections one, two, three, four, five, six, seven and nine of this act shall expire January 15, 2022.

SUBPART C

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

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

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

§ 2. Definitions. For purposes of this act: 1. "Tax lien" means an unpaid tax, special ad valorem levy, special assessment or other charge imposed upon real property by or on behalf of a municipal corporation or special district or other public or private entity which is an encumbrance on real property, whether or not evidenced by a written instrument.

2. "Tax foreclosure and tax lien sale" shall mean any such tax lien sale or tax foreclosure pursuant to article 11 of the real property tax

law, or any general, special or local law related to real property tax lien sales or real property tax foreclosures.

3. "Hardship Declaration" means: a. a hardship declaration filed pursuant to chapter 381 of the laws of 2020 or chapter 104 of the laws of 2021; or

b. the following statement, or a substantially equivalent statement in the owner's primary language, in 14-point type, whether in physical or electronic written form:

"OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly 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.

I understand that lawful fees, penalties or interest for not having paid my taxes in full may still be charged or collected and may result in a foreclosure action against me on or after January 15, 2022, if I do not fully repay any missed or partial payments and fees.

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."

4. "Hardship" means an owner is unable to pay their full tax bill because of one or more of the following reasons and any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, that the owner has received since the start of the COVID-19 pandemic does not fully make up for their loss of household income or increased expenses:

(i) Significant loss of household income during the COVID-19 pandemic; or

(ii) Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic; or

(iii) Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic negatively affected the owner's ability or the ability of someone in their household to obtain meaningful employment or earn income or increased their necessary out-of-pocket expenses; or

(iv) Moving expenses and difficulty the owner has securing alternative housing make it a hardship for the owner to relocate to another residence during the COVID-19 pandemic; or

(v) Other circumstances related to the COVID-19 pandemic have negatively affected the owner's ability to obtain meaningful employment or earn income or have significantly reduced the owner's household income or significantly increased the owner's expenses; or

(vi) One or more of the owner's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

§ 3. 1. A real property owner may submit a "Hardship Declaration" to any village, town, city, school district, county, or other entity or person which conducts tax foreclosures or tax lien sales.

2. At least thirty days prior to the date on which a sale of a tax lien is scheduled to occur, or upon the filing of a petition of foreclosure of a tax lien, the enforcing officer or other person or entity conducting such tax lien sale or tax foreclosure shall notify the owner of the affected property of such owner's rights under this act and shall notify the owner that a copy of the hardship declaration can be accessed on the New York State Department of Tax and Finance's website and also provide a link to such declaration form. For the purposes of this act, "enforcing officer" shall have the same meaning as defined in subdivision 3 of section 1102 of the real property tax law. The New York State Department of Tax and Finance shall publish a copy of the hardship declaration on its website.

3. The submission of such a declaration, unless withdrawn by the owner, shall act as a temporary stay applicable to all entities and persons of all such tax lien sales and tax foreclosure actions and proceedings against such owner for such property that have been commenced or could have been commenced before January 15, 2022.

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

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

6. Unless a court determines an owner's claim of hardship invalid pursuant to subdivision 7 of this section, a hardship declaration shall create a rebuttable presumption that the owner is experiencing financial hardship, in any judicial or administrative proceeding that may be brought, for the purposes of establishing a defense under an executive order of the governor or any other local or state law, order or regulation restricting actions to sell a tax lien or foreclose a tax lien against an owner suffering from a financial hardship during or due to the COVID-19 pandemic, provided that the absence of a hardship declaration shall not create a presumption that a financial hardship is not present.

7. (a) Notwithstanding any other provision of this act, a stay under this part shall be granted or continued unless the court finds the defendant's hardship claim invalid. A motion may be made by the foreclosing party, if such party is not a governmental entity, attesting a good faith belief that the defendant has not experienced a hardship, with notice to the defendant, and the court shall grant a hearing to determine whether to find the defendant's hardship claim invalid.

(b) After any hearing, if the court finds the defendant's hardship claim valid, the court shall grant a stay or continue a stay pursuant to this act.

(c) After a hearing, if the court finds the defendant's hardship claim invalid, the proceedings shall continue to a determination on the merits.

§ 4. This act shall take effect immediately and sections one and two and subdivisions one, two, three, four, five and seven of section three shall expire January 15, 2022.

SUBPART D

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

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

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

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean: a. a hardship declaration filed pursuant to chapter 381 of the laws of 2020 or chapter 104 of the laws of 2021; or

b. the following statement, or a substantially equivalent statement in the owner or mortgagor's primary language, in 14-point type, whether in physical or electronic written form, and the department of financial services shall publish a copy of the hardship declaration on its website:

"NOTICE TO OWNER/MORTGAGOR: If you have lost income or had increased costs due to the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your lending institution, you cannot be discriminated against in the determination of whether credit should be extended or reported negatively to a credit reporting agency until at least January 15, 2022.

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

OWNER/MORTGAGOR DECLARATION OF COVID-19-RELATED HARDSHIP

I am the OWNER/MORTGAGOR of the property at (address of dwelling unit). Including my primary residence, I own, whether directly or indi-

rectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

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

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

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

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

5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly 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."

3. Discrimination in credit decisions. Notwithstanding any law to the contrary, lending institutions shall not discriminate in the determination of whether credit should be extended to any owner of residential real property as defined in subdivision one of this section because, as provided for in this act, such owner has been granted a stay of mortgage foreclosure proceedings, tax foreclosure proceedings or of tax lien sales, or that an owner of residential real property as defined in subdivision one of this section is currently in arrears and has filed a hardship declaration with such lender.

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

§ 2. This act take effect immediately and shall expire January 15, 2022.

§ 2. Severability clause. If any clause, sentence, paragraph, subdivision, section, subpart or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivi-

sion, section, subpart or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein.

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

PART D

Section 1. Section 1 of chapter 127 of the laws of 2020, relating to prohibiting the eviction of residential tenants who have suffered financial hardship during the COVID-19 covered period, is amended to read as follows:

Section 1. For the purposes of this act, "COVID-19 covered period" means March 7, 2020 until [~~the date on which none of the provisions that closed or otherwise restricted public or private businesses or places of public accommodation, or required postponement or cancellation of all non-essential gatherings of individuals of any size for any reason in Executive Orders 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, 202.13 or 202.14, as extended by Executive Orders 202.28 and 202.31 and as further extended by any future Executive Order, issued in response to the COVID-19 pandemic continue to apply in the county of the tenant's or lawful occupant's residence~~] **January 15, 2022**.

§ 2. Paragraph (b) of subdivision 2 of section 2 of chapter 127 of the laws of 2020, relating to prohibiting the eviction of residential tenants who have suffered financial hardship during the COVID-19 covered period, is amended to read as follows:

(b) In determining whether a tenant or lawful occupant suffered a financial hardship during the COVID-19 covered period, the court shall consider, among other relevant factors:

(i) the tenant's or lawful occupant's income prior to the COVID-19 covered period;

(ii) the tenant's or lawful occupant's income during the COVID-19 covered period;

(iii) the tenant's or lawful occupant's liquid assets; and

(iv) the tenant's or lawful occupant's eligibility for and receipt of cash assistance, supplemental nutrition assistance program, supplemental security income, the New York State disability program, the home energy assistance program, [~~or~~] unemployment insurance or benefits under state or federal law**, or the emergency rental assistance program**.

§ 3. This act shall take effect immediately and shall be deemed to have been in full force and effect on and after March 7, 2020.

PART E

Section 1. Notwithstanding the provisions of article 7 of the public officers law to the contrary, any state agency, department, corporation, office, authority, board, or commission, as well as any local public body, or public corporation as defined in section 66 of the general construction law, or political subdivisions as defined in section 100 of the general municipal law, or a committee or subcommittee or other similar body of such entity, shall be authorized to meet and take such action authorized by law without permitting in public in-person access to meetings and authorize such meetings to be held remotely by confer-

ence call or similar service, provided that the public has the ability to view or listen to such proceeding and that such meetings are recorded and later transcribed. "Local public body" shall mean any entity for which a quorum is required in order to conduct public business and which consists of two or more members, performing a governmental function for an entity limited in the execution of its official functions to a portion only of the state, or a political subdivision of the state, or for an agency or department thereof.

§ 2. This act shall take effect immediately and shall expire and be deemed repealed January 15, 2022.

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

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