

# STATE OF NEW YORK

7175--A

R. R. 64

2021-2022 Regular Sessions

## IN ASSEMBLY

April 23, 2021

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

AN ACT to amend chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", in relation to extending the effectiveness thereof; and to amend chapter 73 of the laws of 2021 relating to establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", in relation to extending the effectiveness thereof

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

1 Section 1. Subdivision 4 of section 1 of part A of chapter 381 of the  
2 laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclo-  
3 sure Prevention Act of 2020", is amended to read as follows:  
4 4. "Hardship declaration" means the following statement, or a substan-  
5 tially equivalent statement in the tenant's primary language, in  
6 14-point type, published by the office of court administration, whether  
7 in physical or electronic written form:  
8 "NOTICE TO TENANT: If you have lost income or had increased costs  
9 during the COVID-19 pandemic, or moving would pose a significant health  
10 risk for you or a member of your household due to an increased risk for  
11 severe illness or death from COVID-19 due to an underlying medical  
12 condition, and you sign and deliver this hardship declaration form to  
13 your landlord, you cannot be evicted until at least [~~May 1~~] August 31,  
14 2021 for nonpayment of rent or for holding over after the expiration of  
15 your lease. You may still be evicted for violating your lease by persis-  
16 tently and unreasonably engaging in behavior that substantially  
17 infringes on the use and enjoyment of other tenants or occupants or  
18 causes a substantial safety hazard to others.

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

LBD11083-02-1

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

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

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

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

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

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

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

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

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

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

10 Signed:  
11 Printed name:  
12 Date signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 Signed:

27 Printed Name:

28 Date Signed:

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

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

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

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

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

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

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

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

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

16 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

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

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

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

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

49 Signed:

50 Printed Name:

51 Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 Signed:

10 Printed Name:

11 Date Signed:

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

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

18 § 2. This act take effect immediately and shall expire [~~May 1~~] August  
19 31, 2021.

20 § 13. Section 2 of subpart D of part B of chapter 381 of the laws of  
21 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure  
22 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

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

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



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

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

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

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

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

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

29 Signed:

30 Printed name:

31 Date signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31 Signed:

32 Printed Name:

33 Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

55 Signed:

56 Printed Name:

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

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

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

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

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

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

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

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

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

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

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

- 47 1. Significant loss of revenue during the COVID-19 pandemic.
- 48 2. Significant increase in necessary out-of-pocket expenses related to  
49 providing personal protective equipment to employees or purchasing and  
50 installing other protective equipment to prevent the transmission of  
51 COVID-19 within the business.
- 52 3. Moving expenses and difficulty in securing an alternative commer-  
53 cial property make it a hardship for the business to relocate to another  
54 commercial property during the COVID-19 pandemic.
- 55 4. One or more of my tenants has defaulted on a significant amount of  
56 their rent payments since March 1, 2020.

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

5 Signed:

6 Printed Name:

7 Date Signed:

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

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

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

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