STATE OF NEW YORK

8241

2021-2022 Regular Sessions

IN ASSEMBLY

August 25, 2021

Introduced by M. of A. NIOU -- read once and referred to the Committee on Judiciary

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

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

Section 1. Subdivision 4 of section 1 of part A of chapter 381 of the laws of 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", as amended by chapter 104 of the laws of 2021, is amended to read as follows:

4. "Hardship declaration" means 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 cannot be evicted until at least [~~August~~] **October** 31, 2021 for nonpayment of rent or for holding over after the expiration of your lease. You may still be evicted for violating your lease by persistently and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

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

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

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lord, 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. [~~Rent relief may be available to you, and you should contact your local housing assistance office~~] **Financial assistance may be available to you, even if you have not qualified for assistance in the past, under the COVID-19 Emergency Rental Assistance Program. You should contact your local housing assistance office or visit https://otda.ny.gov on the internet for information on how to apply**.

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**, or rental assistance through emergency rental assistance programs**, 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 be able to seek eviction after [~~August~~] **October** 31, 2021, 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."

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

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

§ 6. 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 tenant 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 [~~August~~] **October** 31, 2021. 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.

§ 7. 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 [~~August~~] **October** 31, 2021, 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 prior to the effective date of this act, the default judgment shall be removed 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.

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

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

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 tenant 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 [~~August~~] October 31, 2021. 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.

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

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

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

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

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

§ 2. Definitions. For the purposes of this act, "Hardship Declaration" means the following statement, or a substantially equivalent statement in the mortagor'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 cannot be foreclosed on until at least [~~August~~] October 31, 2021.

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.

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, **or rental assistance received on behalf of tentants through emergency rental assistance programs,** 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 also understand that my mortgage lender or other foreclosing party may pursue a foreclosure action against me on or after [~~August~~] **October** 31, 2021, 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."

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

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

§ 7. 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 [~~August~~] **October** 31, 2021. 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.

§ 8. 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 [~~August~~] **October** 31, 2021. 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.

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

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

3. "Hardship Declaration" means 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**, or rental assistance received on behalf of tenants through emergency rental assistance programs**, 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 [~~August~~] October 31, 2021, 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."

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

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 [~~August~~] October 31, 2021.

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

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

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

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean 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 [~~August~~] October 31, 2021.

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 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 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**, or rental assistance received on behalf of tenants through emergency rental assistance programs**, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of household income or increased expenses.

Signed:

Printed Name:

Date Signed:

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

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

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

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

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

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

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

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

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

If your landlord has provided you with this form, your landlord must also provide you with a mailing address and e-mail address to which you can return this form. If your landlord has already started an eviction proceeding against you, you can return this form to either your landlord, the court, or both at any time. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid rent to your landlord. 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 either employs one hundred or fewer persons, or, the commercial business was closed to in-person operations by executive order or department of health directive for two or more weeks between May 15, 2020 and May 1, 2021, and employs five 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:

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

2. 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.

3. 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 be able to seek eviction after [~~August~~] **October** 31, 2021, 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."

§ 15. Section 2 of part A of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", as amended by chapter 104 of the laws of 2021, is amended to read as follows:

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

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

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

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

§ 7. 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 [~~August~~] **October** 31, 2021. 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.

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

(ii) 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 [~~August~~] **October** 31, 2021. 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.

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

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

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

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

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

§ 21. Section 2 of subpart A of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", as separately amended by chapters 104 and 154 of the laws of 2021, is amended to read as follows:

§ 2. Definitions. For the purposes of this act, "Hardship Declaration" means 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 cannot be foreclosed on until at least [~~August~~] October 31, 2021.

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 either employs one hundred or fewer persons, or, the commercial business was closed to in-person operations by executive order or department of health directive for two or more weeks between May 15, 2020, and May 1, 2021, and employs five 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:

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

2. 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.

3. 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.

4. 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 also understand that the mortgage lender or other foreclosing party may pursue a foreclosure action against the business on or after [~~August~~] **October** 31, 2021, 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."

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

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

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

§ 7. 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 [~~August~~] **October** 31, 2021. 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.

§ 8. 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 [~~August~~] **October** 31, 2021. 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.

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

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

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

3. "Hardship Declaration" means 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 either employs one hundred or fewer persons, or, the commercial business was closed to in-person operations by executive order or department of health directive for two or more weeks between May 15, 2020 and May 1, 2021, and employs five 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:

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

2. 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.

3. 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.

4. 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 [~~August~~] October 31, 2021, 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."

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

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 [~~August~~] October 31, 2021.

§ 27. Section 4 of subpart B of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", as amended by chapter 104 of the laws of 2021, is amended to read as follows:

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

§ 28. Subdivision 2 of section 1 of subpart C of part B of chapter 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", as separately amended by chapters 104 and 154 of the laws of 2021, is amended to read as follows:

2. Hardship declaration. For purposes of this act, "hardship declaration" shall mean 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 [~~August~~] **October** 31, 2021.

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 either employs one hundred or fewer persons, or, the commercial business was closed to in-person operations by executive order or department of health directive for two or more weeks between May 15, 2020 and May 1, 2021, and employs five 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:

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

2. 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.

3. 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.

4. 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."

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

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

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