

# STATE OF NEW YORK

6853--B

2021-2022 Regular Sessions

## IN SENATE

May 19, 2021

Introduced by Sen. KAVANAGH -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend chapter 381 of the laws of 2020, establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020"; to amend chapter 56 of the laws of 2021, establishing the "COVID-19 Emergency Rental Assistance Program of 2021"; and to amend the social services law, in relation to rental assistance; and to repeal certain provisions of the social services law upon expiration thereof

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

1 Section 1. Subdivision 4 of section 1 of part A of chapter 381 of the  
2 laws of 2020, establishing the "COVID-19 Emergency Eviction and Foreclo-  
3 sure Prevention Act of 2020", as amended by chapter 104 of the laws of  
4 2021, is amended to read as follows:  
5 4. "Hardship declaration" means the following statement, or a substan-  
6 tially equivalent statement in the tenant's primary language, in  
7 14-point type, published by the office of court administration, whether  
8 in physical or electronic written form:  
9 "NOTICE TO TENANT: If you have lost income or had increased costs  
10 during the COVID-19 pandemic, or moving would pose a significant health  
11 risk for you or a member of your household due to an increased risk for  
12 severe illness or death from COVID-19 due to an underlying medical  
13 condition, and you sign and deliver this hardship declaration form to  
14 your landlord, you cannot be evicted until at least August 31, 2021 for  
15 nonpayment of rent or for holding over after the expiration of your  
16 lease. You may still be evicted for violating your lease by persistently  
17 and unreasonably engaging in behavior that substantially infringes on

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

LBD10590-13-1

1 the use and enjoyment of other tenants or occupants or causes a substan-  
2 tial safety hazard to others.

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

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

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

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

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

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

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

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

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

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

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

47 To the extent that I have lost household income or had increased  
48 expenses, any public assistance, including unemployment insurance,  
49 pandemic unemployment assistance, disability insurance, or paid family  
50 leave, that I have received since the start of the COVID-19 pandemic  
51 does not fully make up for my loss of household income or increased  
52 expenses.

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

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

16 Signed:  
17 Printed name:  
18 Date signed:

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

22 § 2. The opening paragraph of section 1 and sections 2, 3, 4, 5, 6 and  
23 8 of subpart A of part B of chapter 381 of the laws of 2020, establish-  
24 ing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of  
25 2020", sections 2, 5, and 8 as amended by chapter 104 of the laws of  
26 2021, are amended to read as follows:

27 This section shall apply to any action to foreclose a mortgage relat-  
28 ing to residential real property or a non-judicial foreclosure of shares  
29 in a residential dwelling, provided the owner or mortgagor of such prop-  
30 erty is a natural person, regardless of how title is held, and owns ten  
31 or fewer dwelling units whether directly or indirectly. The [~~ten~~] fifty  
32 or fewer dwelling units may be in more than one property or building as  
33 long as the total aggregate number of [~~ten~~] fifty units includes the  
34 primary residence [~~ef~~] owned by the natural person requesting such  
35 relief, if any, and the remaining units are currently occupied by a  
36 tenant or are available for rent.

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

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

47 If your mortgage lender or mortgage servicer or other foreclosing  
48 party provided you with this form, the mortgage lender or mortgage  
49 servicer or other foreclosing party must also provide you with a mailing  
50 address and e-mail address to which you can return this form. If you are  
51 already in foreclosure proceedings, you may return this form to the  
52 court with a copy sent simultaneously to the foreclosing plaintiff's  
53 attorney. You should keep a copy or picture of the signed form for your

1 records. You will still owe any unpaid mortgage payments and lawful fees  
2 to your lender. You may be eligible for forbearance under section 9-x of  
3 the Banking Law if you have a mortgage with a state chartered bank or a  
4 state licensed mortgage servicer. You should also keep careful track of  
5 what you have paid and any amount you still owe.

6 For more information about the legal assistance that may be available  
7 to you, please call the Homeowner Protection Program (HOPP) hotline at  
8 (855) HOME-456 or (855) 466-3456 or visit <https://homeownerhelpny.org/>.

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

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

- 15 1. Significant loss of household income during the COVID-19 pandemic.
- 16 2. Increase in necessary out-of-pocket expenses related to performing  
17 essential work or related to health impacts during the COVID-19 pandem-  
18 ic.
- 19 3. Childcare responsibilities or responsibilities to care for an  
20 elderly, disabled, or sick family member during the COVID-19 pandemic  
21 have negatively affected my ability or the ability of someone in my  
22 household to obtain meaningful employment or earn income or increased my  
23 necessary out-of-pocket expenses.
- 24 4. Moving expenses and difficulty I have securing alternative housing  
25 make it a hardship for me to relocate to another residence during the  
26 COVID-19 pandemic.
- 27 5. Other circumstances related to the COVID-19 pandemic have negative-  
28 ly affected my ability to obtain meaningful employment or earn income or  
29 have significantly reduced my household income or significantly  
30 increased my expenses.
- 31 6. One or more of my tenants has defaulted on a significant amount of  
32 their rent payments since March 1, 2020.

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

38 I understand that I must comply with all other lawful terms under my  
39 mortgage agreement. I further understand that lawful fees, penalties or  
40 interest for not having paid my mortgage in full as required by my mort-  
41 gage agreement or any subsequent forbearance agreements to which I may  
42 be entitled may still be charged or collected [~~and may result in a mone-~~  
43 ~~tary judgment against me~~]. I also understand that my mortgage lender or  
44 mortgage servicer or other foreclosing party may pursue a foreclosure  
45 action or non-judicial foreclosure against me on or after August 31,  
46 2021, if I do not fully repay any missed or partial payments and lawful  
47 fees.

48 Signed:

49 Printed Name:

50 Date Signed:

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

54 § 3. Any action to foreclose a mortgage pending on the effective date  
55 of this act, including actions filed on or before March 7, 2020, or  
56 commenced within thirty days of the effective date of this act shall be

1 stayed for at least sixty days, or to such later date that the chief  
2 administrative judge shall determine is necessary to ensure that courts  
3 are prepared to conduct proceedings in compliance with this act and to  
4 give mortgagors an opportunity to submit the hardship declaration pursu-  
5 ant to this act, unless the defendant waives such a stay. The court in  
6 each case shall promptly issue an order directing such stay and promptly  
7 mail the mortgagor a copy of the hardship declaration in English, and,  
8 to the extent practicable, the mortgagor's primary language, if other  
9 than English.

10 § 4. The foreclosing party shall include a "Hardship Declaration" in  
11 14-point type, with every notice provided to a mortgagor pursuant to  
12 sections 1303 and 1304 of the real property actions and proceedings law  
13 or subsection (f) of section 9-611 of the uniform commercial code. If  
14 the translation of the hardship declaration in the mortgagor's primary  
15 language is not available on the office of court administration's public  
16 website, as provided by section nine of this act, it shall be the fore-  
17 closing party's responsibility to obtain a suitable translation of the  
18 hardship declaration in the mortgagor's primary language. Such notice  
19 shall also include a mailing address, telephone number and active email  
20 address the mortgagor can use to contact the foreclosing party and  
21 return the hardship declaration.

22 § 5. If a mortgagor provides a hardship declaration to the foreclosing  
23 party or an agent of the foreclosing party, there shall be no initiation  
24 of an action to foreclose a mortgage against the mortgagor until at  
25 least August 31, 2021, and in such event [~~any specific time limit~~] the  
26 statute of limitations for the commencement of an action to foreclose a  
27 mortgage or a non-judicial foreclosure shall be tolled until August 31,  
28 2021.

29 § 6. No court shall accept for filing any action to foreclose a mort-  
30 gage, nor shall any mortgage lender or mortgage servicer commence any  
31 non-judicial foreclosure sale pursuant to article 9 of the uniform  
32 commercial code unless the foreclosing party or an agent of the fore-  
33 closing party files an affidavit, under penalty of perjury:

34 (i) of service demonstrating the manner in which the foreclosing  
35 party's agent served a copy of the hardship declaration in English and  
36 the mortgagor's primary language, if other than English, with the  
37 notice, if any, provided to the mortgagor pursuant to sections 1303 and  
38 1304 of the real property actions and proceedings law, and

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

42 At the earliest possible opportunity, the court shall seek confirma-  
43 tion on the record or in writing that the mortgagor has received a copy  
44 of the hardship declaration and that the mortgagor has not returned the  
45 hardship declaration to the foreclosing party or an agent of the fore-  
46 closing party. If the court determines a mortgagor has not received a  
47 hardship declaration, then the court shall stay the proceeding for a  
48 reasonable period of time, which shall be no less than [~~ten~~] 30 business  
49 days or any longer period provided by law, to ensure the mortgagor  
50 received and fully considered whether to submit the hardship declara-  
51 tion.

52 § 8. 1. In any action to foreclose a mortgage in which a judgment of  
53 sale has been issued prior to the effective date of this act but has not  
54 yet been executed as of the effective date of this act, including  
55 actions filed on or before March 7, 2020, the court shall stay the  
56 execution of the judgment at least until the court has held a status

1 conference with the parties. In any action to foreclose a mortgage, if  
 2 the mortgagor provides a hardship declaration to the foreclosing party,  
 3 the court, or an agent of the foreclosing party or the court, prior to  
 4 the execution of the judgment, the execution shall be stayed until at  
 5 least August 31, 2021. If such hardship declaration is provided to the  
 6 foreclosing party or agent of the foreclosing party, such foreclosing  
 7 party or agent shall promptly file it with the court, advising the court  
 8 in writing the index number of all relevant cases.

9 2. In any non-judicial foreclosure of shares in a residential dwelling  
 10 where a sale has been scheduled prior to the effective date of this act  
 11 but has not yet occurred as of the effective date of this act, including  
 12 non-judicial foreclosures filed on or before March 7, 2020, the mortgage  
 13 lender or mortgage servicer or other foreclosing party shall not proceed  
 14 with such sale until at least the mortgage lender or mortgage servicer  
 15 or other foreclosing party has held a status conference with the mortga-  
 16 gor. In any non-judicial foreclosure of shares in a residential dwell-  
 17 ing, if the mortgagor provides a hardship declaration to the foreclosing  
 18 party prior to the sale, the sale shall be stayed until at least May 1,  
 19 2021.

20 § 3. Section 1, subdivision 3 of section 2, and subdivision 2 of  
 21 section 3 of subpart B of part B of chapter 381 of the laws of 2020,  
 22 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention  
 23 Act of 2020", subdivision 3 of section 2 as amended by chapter 104 of  
 24 the laws of 2021, are amended to read as follows:

25 Section 1. Application. This act shall apply to any action to fore-  
 26 close on delinquent taxes or [~~sell-a~~ sales of tax [~~lien~~ liens relating  
 27 to residential real property, provided the owner or mortgagor of such  
 28 property is a natural person, regardless of how title is held, and owns  
 29 [~~ten~~ fifty or fewer dwelling units whether directly or indirectly. The  
 30 [~~ten~~ fifty or fewer dwelling units may be in more than one property or  
 31 building as long as the total aggregate number of [~~ten~~ fifty units  
 32 includes the primary residence of the natural person requesting such  
 33 relief, if any, and the remaining units are currently occupied by a  
 34 tenant or are available for rent.

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

37 (b) For purposes of this act, real property shall not include property  
 38 that is vacant and abandoned, as defined in subdivision 2 of section  
 39 1309 of the real property actions and proceedings law, which was listed  
 40 on the statewide vacant and abandoned property electronic registry, as  
 41 defined in section 1310 of the real property actions and proceedings  
 42 law, prior to March 7, 2020 and that remains on such registry.

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

46 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

47 I am the owner of the property at (address). Including my primary  
 48 residence, I own, whether directly or indirectly, [~~ten~~ fifty or fewer  
 49 residential dwelling units. I am experiencing financial hardship, and I  
 50 am unable to pay my full tax bill because of one or more of the follow-  
 51 ing:

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

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

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

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

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

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

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

21 I understand that lawful fees, penalties or interest for not having  
22 paid my taxes in full may still be charged or collected and may result  
23 in a foreclosure action against me on or after August 31, 2021, if I do  
24 not fully repay any missed or partial payments and fees.

25 Signed:

26 Printed Name:

27 Date Signed:

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

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

43 § 4. The opening paragraph of subdivision 1 and subdivision 2 of  
44 section 1 of subpart C of part B of chapter 381 of the laws of 2020,  
45 establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention  
46 Act of 2020", subdivision 2 of section 1 as amended by chapter 104 of  
47 the laws of 2021, are amended to read as follows:

48 This act shall apply to an owner of residential real property,  
49 provided the owner or mortgagor of such property is a natural person,  
50 regardless of how title is held, and owns [~~ten~~] fifty or fewer dwelling  
51 units whether directly or indirectly. The [~~ten~~] fifty or fewer dwelling  
52 units may be in more than one property or building as long as the total  
53 aggregate number of [~~ten~~] fifty units includes the primary residence  
54 [~~of~~] owned by the natural person requesting such relief, if any, and the  
55 remaining units are currently occupied by a tenant or are available for  
56 rent.

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

7 "NOTICE TO OWNER/MORTGAGOR: If you have lost income or had increased  
8 costs due to the COVID-19 pandemic, and you sign and deliver this hard-  
9 ship declaration form to your lending institution, you cannot be  
10 discriminated against in the determination of whether credit should be  
11 extended or reported negatively to a credit reporting agency until at  
12 least August 31, 2021.

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

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

18 I am the OWNER/MORTGAGOR of the property at (address of dwelling  
19 unit). Including my primary residence, I own, whether directly or indi-  
20 rectly, [~~ten~~ fifty] or fewer residential dwelling units. I am experi-  
21 encing financial hardship, and I am unable to pay my mortgage in full  
22 because of one or more of the following:

- 23 1. Significant loss of household income during the COVID-19 pandemic.
- 24 2. Increase in necessary out-of-pocket expenses related to performing  
25 essential work or related to health impacts during the COVID-19 pandem-  
26 ic.
- 27 3. Childcare responsibilities or responsibilities to care for an  
28 elderly, disabled, or sick family member during the COVID-19 pandemic  
29 have negatively affected my ability or the ability of someone in my  
30 household to obtain meaningful employment or earn income or increased my  
31 necessary out-of-pocket expenses.
- 32 4. Moving expenses and difficulty I have securing alternative housing  
33 make it a hardship for me to relocate to another residence during the  
34 COVID-19 pandemic.
- 35 5. Other circumstances related to the COVID-19 pandemic have negative-  
36 ly affected my ability to obtain meaningful employment or earn income or  
37 have significantly reduced my household income or significantly  
38 increased my expenses.
- 39 6. One or more of my tenants has defaulted on a significant amount of  
40 their rent payments since March 1, 2020.

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 Signed:

48 Printed Name:

49 Date Signed:

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

53 § 5. Section 2 of section 1 of subpart A of part BB of chapter 56 of  
54 the laws of 2021, establishing the "COVID-19 Emergency Rental Assistance  
55 Program of 2021", is amended by adding a new subdivision 13 to read as  
56 follows:



1 13. "Municipal emergency rental assistance program" shall mean a  
2 program providing rental assistance, utility assistance, or both using  
3 federal emergency rental assistance program funds, administered by a  
4 municipal corporation that has not chosen to participate in the state-  
5 wide program pursuant to subdivision three of section three of this act.

6 § 6. Subdivision 3 of section 3 of section 1 of subpart A of part BB  
7 of chapter 56 of the laws of 2021, establishing the "COVID-19 Emergency  
8 Rental Assistance Program of 2021", is amended to read as follows:

9 3. The commissioner shall develop and promulgate a form outlining the  
10 obligations of each municipal corporation that chooses to participate in  
11 the statewide program. Those municipal corporations who choose to  
12 participate shall remit such form to the office of temporary and disa-  
13 bility assistance within 10 business days from the date of issuance. At  
14 such time that the municipal corporation has affirmed their partic-  
15 ipation, upon receipt of the completed form by the office of temporary  
16 and disability assistance and the director of the budget, and the feder-  
17 al department of the treasury, the municipal corporation shall remit  
18 their allocation of funds to the state in such manner as determined by  
19 the division of the budget. Provided, after the office has acknowledged  
20 receipt of the completed form, residents of such municipality shall be  
21 entitled to benefit from funds made available for this purpose, subject  
22 to the continued availability of funds. Provided further, if a munici-  
23 pality that chooses not to participate has exhausted their allocation of  
24 funds, residents of such municipality shall be entitled to benefit from  
25 funds made available for this purpose under the statewide program in the  
26 same manner as residents of municipalities who choose to participate,  
27 subject to the continued availability of funds.

28 § 7. Subparagraph (i) of paragraph (a) of subdivision 1 of section 5  
29 of section 1 of subpart A of part BB of chapter 56 of the laws of 2021,  
30 establishing the "COVID-19 Emergency Rental Assistance Program of 2021",  
31 is amended to read as follows:

32 (i) is a tenant or occupant obligated to pay rent in their primary  
33 residence in the state of New York, including both tenants and occupants  
34 of dwelling units and manufactured home tenants[, ~~provided however that~~  
35 ~~occupants of federal or state funded subsidized public housing authori-~~  
36 ~~ties or other federal or state funded subsidized housing that limits the~~  
37 ~~household's share of the rent to a set percentage of income shall only~~  
38 ~~be eligible to the extent that funds are remaining after serving all~~  
39 ~~other eligible populations];~~

40 § 8. Section 8 of section 1 of subpart A of part BB of chapter 56 of  
41 the laws of 2021, establishing the "COVID-19 Emergency Rental Assistance  
42 Program of 2021", is amended to read as follows:

43 § 8. Restrictions on eviction. 1. Eviction proceedings for a holdover  
44 or expired lease, or non-payment of rent or utilities that would be  
45 eligible for coverage under this program or a municipal emergency rental  
46 assistance program shall not be commenced against a household who has  
47 applied for this program or a municipal emergency rental assistance  
48 program unless or until a determination of ineligibility is made. If  
49 such eviction proceedings are commenced against a household who subse-  
50 quently applies for benefits under this program or a municipal emergency  
51 rental assistance program, all proceedings shall be stayed pending a  
52 determination of eligibility. Evidence of a payment received pursuant to  
53 this act or a municipal emergency rental assistance program may be  
54 presented in such proceeding and create a presumption that the tenant's  
55 or occupant's rent or utility obligation for the time period covered by  
56 the payment has been fully satisfied.

1 2. Nothing in subdivision one of this section shall prevent eviction  
2 proceedings from being commenced or shall cause eviction proceedings to  
3 be stayed if the tenant is persistently and unreasonably engaging in  
4 behavior that substantially infringes on the use and enjoyment of other  
5 tenants or occupants or causes a substantial safety hazard to others,  
6 provided: (a) if an eviction proceeding is pending on the date a house-  
7 hold applies for this program or a municipal emergency rental assistance  
8 program, but the petitioner has not previously alleged that the tenant  
9 persistently and unreasonably engaged in such behavior, the petitioner  
10 shall be required to submit a new petition with such allegations and  
11 comply with all notice and service requirements under article 7 of the  
12 real property actions and proceedings law and this section; (b) if the  
13 court has awarded a judgment against a respondent prior to the date a  
14 household applies for this program or a municipal emergency rental  
15 assistance program on the basis of objectionable or nuisance behavior,  
16 the court shall hold a hearing to determine whether the tenant is  
17 continuing to persist in engaging in unreasonable behavior that substan-  
18 tially infringes on the use and enjoyment of other tenants or occupants  
19 or causes a substantial safety hazard to others; (c) for the purposes of  
20 this section, a mere allegation of the behavior by the petitioner or an  
21 agent of the petitioner alleging such behavior shall not be sufficient  
22 evidence to establish that the tenant has engaged in such behavior; (d)  
23 if the petitioner fails to establish that the tenant persistently and  
24 unreasonably engaged in such behavior and the tenant has applied for  
25 this program or a municipal emergency rental assistance program, the  
26 court shall stay or continue to stay any further proceedings unless or  
27 until a determination of ineligibility is made; and (e) if the petition-  
28 er establishes that the tenant persistently and unreasonably engaged in  
29 such behavior, if the tenant has not applied for this program or a  
30 municipal emergency rental assistance program, or if a determination of  
31 ineligibility for this program or a municipal emergency rental assist-  
32 ance program has been made, the proceeding may continue pursuant to  
33 article 7 of the real property actions and proceedings law and this  
34 section.

35 § 9. Subdivision 1 of section 9 of section 1 of subpart A of part BB  
36 of chapter 56 of the laws of 2021, establishing the "COVID-19 Emergency  
37 Rental Assistance Program of 2021", is amended to read as follows:

38 1. Payments shall be made for rental payments or rental and utility  
39 arrears accrued on or after March 13, 2020. No more than ~~[12]~~ 18 months  
40 of rental and/or utility assistance for arrears ~~[and 3 months of~~  
41 ~~prospective rental assistance]~~ may be paid on behalf of any eligible  
42 household. To the extent the commissioner finds that adequate federal  
43 funding is available after accounting for actual payments of rental and  
44 utility assistance for arrears to eligible households and estimated  
45 amounts of such arrears projected to be paid on behalf of eligible  
46 households who have applied for the program, up to 3 months of prospec-  
47 tive rental assistance may be paid on behalf of an eligible household.  
48 Provided, however that only rent burdened households shall be eligible  
49 to receive prospective rent payments and provided further that in no  
50 event may the total combined amount of rental arrears and prospective  
51 rent paid on behalf of any household exceed 18 months.

52 § 10. Paragraph (d) of subdivision 2 of section 9 of section 1 of  
53 subpart A of part BB of chapter 56 of the laws of 2021, establishing the  
54 "COVID-19 Emergency Rental Assistance Program of 2021", is amended and a  
55 new paragraph (e) is added to read as follows:

1 (d) Acceptance of payment for rent or rental arrears from this program  
2 or a municipal emergency rental assistance program shall constitute  
3 agreement by the recipient landlord or property owner: (i) that the  
4 arrears covered by this payment are satisfied and will not be used as  
5 the basis for a non-payment eviction; (ii) to waive any late fees due on  
6 any rental arrears paid pursuant to this program or a municipal emergen-  
7 cy rental assistance program; (iii) to not increase the monthly rent due  
8 for the dwelling unit such that it shall not be greater than the amount  
9 that was due at the time of application to [~~the~~] this program or a  
10 municipal emergency rental assistance program for any and all months for  
11 which rental assistance is received and for one year after the first  
12 rental assistance payment is received unless otherwise required by 42  
13 USC §1437a(a)(1); (iv) except as provided in paragraph (e) of this  
14 subdivision, not to evict for reason of expired lease or holdover tenan-  
15 cy any household on behalf of whom rental assistance is received for 12  
16 months after the first rental assistance payment is received, unless the  
17 dwelling unit that is the subject of the lease or rental agreement is  
18 located in a building that contains 4 or fewer units, in which case the  
19 landlord may decline to extend the lease or tenancy if the landlord  
20 intends to immediately occupy the unit for the landlord's personal use  
21 as a primary residence or the use of an immediate family member as a  
22 primary residence; and (v) to notify the tenant of the protections  
23 established under this subdivision.

24 (e) Nothing in paragraph (d) of this subdivision shall prevent  
25 eviction proceedings from being commenced or shall cause eviction  
26 proceedings to be stayed if the tenant is persistently and unreasonably  
27 engaging in behavior that substantially infringes on the use and enjoy-  
28 ment of other tenants or occupants or causes a substantial safety hazard  
29 to others, provided: (i) if an eviction proceeding is pending on the  
30 date a landlord or property owner accepts payment for rent or rental  
31 arrears from this program or a municipal emergency rental assistance  
32 program, but the petitioner has not previously alleged that the tenant  
33 persistently and unreasonably engaged in such behavior, the petitioner  
34 shall be required to submit a new petition with such allegations and  
35 comply with all notice and service requirements under article 7 of the  
36 real property actions and proceedings law and this paragraph; (ii) if  
37 the court has awarded a judgment against a respondent prior to the date  
38 a landlord or property owner accepts payment for rent or rental arrears  
39 from this program or a municipal emergency rental assistance program on  
40 the basis of objectionable or nuisance behavior, the court shall hold a  
41 hearing to determine whether the tenant is continuing to persist in  
42 engaging in unreasonable behavior that substantially infringes on the  
43 use and enjoyment of other tenants or occupants or causes a substantial  
44 safety hazard to others; (iii) for the purposes of this paragraph, a  
45 mere allegation of the behavior by the petitioner or an agent of the  
46 petitioner alleging such behavior shall not be sufficient evidence to  
47 establish that the tenant has engaged in such behavior; (iv) if the  
48 petitioner fails to establish that the tenant persistently and unreason-  
49 ably engaged in such behavior and the landlord or property owner accepts  
50 payment for rent or rental arrears from this program or a municipal  
51 emergency rental assistance program, the court shall stay or continue to  
52 stay any further proceedings until the 12 month period provided for in  
53 paragraph (d) of this subdivision has elapsed; and (v) if the petitioner  
54 establishes that the tenant persistently and unreasonably engaged in  
55 such behavior, the proceeding may continue pursuant to article 7 of the  
56 real property actions and proceedings law and this paragraph.

1 § 11. Sections 10 and 11 of section 1 of subpart A of part BB of chap-  
2 ter 56 of the laws of 2021, establishing the "COVID-19 Emergency Rental  
3 Assistance Program of 2021", are amended to read as follows:

4 § 10. No repayment and assistance not considered income. Eligible  
5 households shall not be expected or required to repay any assistance  
6 granted through this program, except in instances of fraud perpetrated  
7 by such household. Landlords shall not be expected or required to repay  
8 any funds paid through this program except in instances of duplicate  
9 payments or fraud perpetrated by the landlord. Assistance granted  
10 through this program or a municipal emergency rental assistance program  
11 shall not be considered income for purposes of eligibility for public  
12 benefits or other public assistance to the extent allowed by law, but  
13 shall be considered a "source of income" for purposes of the protections  
14 against housing discrimination provided under section 296 of the human  
15 rights law. There shall be no requirement for applicants to seek assist-  
16 ance from other sources, including charitable contributions, in order to  
17 be eligible for assistance under this program.

18 § 11. Notice to tenants in eviction proceedings. In any eviction  
19 proceeding pending as of the effective date of this article and any  
20 eviction proceeding filed while applications are being accepted for  
21 assistance pursuant to this article or a municipal emergency rental  
22 assistance program, the court shall promptly make available to the  
23 respondent information regarding how the respondent may apply for such  
24 assistance in English, and, to the extent practicable, in the respon-  
25 dent's primary language, if other than English.

26 § 12. The social services law is amended by adding a new section 131-  
27 bb to read as follows:

28 § 131-bb. Proof of eligibility for rental assistance. Under no circum-  
29 stances shall a local social services district require proof that a  
30 court proceeding has been initiated against a tenant as a condition of  
31 eligibility for a rent arrears grant or ongoing rental assistance  
32 including rental assistance provided pursuant to this article.

33 § 13. Section 131-w of the social services law, as added by chapter 41  
34 of the laws of 1992, is amended to read as follows:

35 § 131-w. Limitations in the payment of rent arrears. 1. Districts  
36 shall not provide assistance to pay rent arrears, property taxes or  
37 mortgage arrears for persons not eligible for home relief, aid to  
38 dependent children, emergency assistance to needy families with children  
39 or emergency assistance for aged, blind and disabled persons, except to  
40 persons who are without income or resources immediately available to  
41 meet the emergency need, whose gross household income does not exceed  
42 one hundred twenty-five percent of the federal income official poverty  
43 line and who sign a repayment agreement agreeing to repay the assistance  
44 in a period not to exceed twelve months. The districts shall enforce  
45 the repayment agreements by any legal method available to a creditor, in  
46 addition to any rights it has pursuant to this chapter. The department  
47 shall promulgate regulations to implement this section which shall,  
48 among other things, establish standards for the contents of repayment  
49 agreements and establish standards to ensure that assistance is provided  
50 only in emergency circumstances.

51 2. Notwithstanding the provisions of subdivision one of this section,  
52 no repayment agreement shall be required for assistance provided between  
53 March seventh, two thousand twenty and February twenty-eighth, two thou-  
54 sand twenty-two. Any payment due and owing under this section shall be  
55 suspended until the later of the end of the state of emergency declared  
56 pursuant to executive order number 202 of 2020 or February twenty-

1 eighth, two thousand twenty-two. Districts shall not require any house-  
2 hold who is otherwise eligible for assistance pursuant to this section  
3 to demonstrate a future ability to pay rent or repay any assistance  
4 provided under this section in order to receive assistance pursuant to  
5 this section until the later of the end of the state of emergency  
6 declared pursuant to executive order number 202 of 2020 or February  
7 twenty-eighth, two thousand twenty-two.

8 § 14. Subdivision 1 of section 131-s of the social services law, as  
9 amended by chapter 318 of the laws of 2009, is amended to read as  
10 follows:

11 1. (a) In the case of a person applying for public assistance, supple-  
12 mental security income benefits or additional state payments pursuant to  
13 this chapter, the social services official of the social services  
14 district in which such person resides shall, unless alternative payment  
15 or living arrangements can be made, make a payment to a gas corporation,  
16 electric corporation or municipality for services provided to such  
17 person during a period of up to, but not exceeding, four months imme-  
18 diately preceding the month of application for such assistance or bene-  
19 fits if such payment is needed to prevent shut-off or to restore  
20 service. Persons whose gross household income exceeds the public assist-  
21 ance standard of need for the same size household must sign a repayment  
22 agreement to repay the assistance within two years of the date of  
23 payment as a condition of receiving assistance, in accordance with regu-  
24 lations established by the department. Such repayment agreement may be  
25 enforced in any manner available to a creditor, in addition to any  
26 rights the district may have pursuant to this chapter.

27 (b) Notwithstanding the provisions of paragraph (a) of this subdivi-  
28 sion, no repayment agreement shall be required for assistance provided  
29 between March seventh, two thousand twenty and the later of the end of  
30 the state of emergency declared pursuant to executive order number 202  
31 of 2020 or February twenty-eighth, two thousand twenty-two.

32 § 15. Section 106-b of the social services law, as amended by chapter  
33 81 of the laws of 1995, is amended to read as follows:

34 § 106-b. Adjustment for incorrect payments. 1. Any inconsistent  
35 provision of law notwithstanding, a social services official shall, in  
36 accordance with the regulations of the department and consistent with  
37 federal law and regulations, take all necessary steps to correct any  
38 overpayment or underpayment to a public assistance recipient; provided,  
39 however, that a social services official may waive recovery of a past  
40 overpayment, in the case of an individual who is not currently a recipi-  
41 ent of public assistance, where the cost of recovery is greater than the  
42 cost of collections as determined in accordance with department regu-  
43 lations consistent with federal law and regulations. For purposes of  
44 this section, overpayment shall include payments made to an eligible  
45 person in excess of his or her needs as defined in this chapter and  
46 payments made to ineligible persons (including payments made to such  
47 persons pending a fair hearings decision). The commissioner shall  
48 promulgate regulations to implement procedures for correcting overpay-  
49 ments and underpayments. The procedures for correcting overpayments  
50 shall be designed to minimize adverse impact on the recipient, and to  
51 the extent possible avoid undue hardship. Notwithstanding any other  
52 provision of law to the contrary, no underpayment shall be corrected  
53 with respect to a person who is currently not eligible for or in receipt  
54 of home relief or aid to dependent children, except that corrective  
55 payments may be made with respect to persons formerly eligible for or in

1 receipt of aid to dependent children to the extent that federal law and  
2 regulations require.

3 2. Notwithstanding the provisions of subdivision one of this section,  
4 no collection of overpayments shall be conducted, regardless of when the  
5 overpayment accrued, until the later of the end of the state of emergen-  
6 cy declared pursuant to executive order number 202 of 2020 or February  
7 twenty-eighth, two thousand twenty-two.

8 § 16. The social services law is amended by adding a new section 131-  
9 cc to read as follows:

10 § 131-cc. Family homelessness and eviction prevention supplement  
11 program. Notwithstanding any other provision of law to the contrary,  
12 for a local social services district with a population of five million  
13 or more, the commissioner shall designate such local social services  
14 district to make rent supplements available to eligible families under  
15 the family homelessness and eviction prevention supplement ("FHEPS")  
16 program, and to administer the program in accordance with a plan  
17 approved pursuant to 18 N.Y.C.R.R. § 352.3(a)(3), provided however,  
18 that the maximum rent for such rent supplements shall be set at the  
19 United States department of housing and urban development's fair market  
20 rent level. The state shall reimburse the local social services district  
21 for payments made under the FHEPS program in a manner consistent with  
22 title two of this article.

23 § 17. Severability clause. If any clause, sentence, paragraph, subdi-  
24 vision, section or part of this act shall be adjudged by any court of  
25 competent jurisdiction to be invalid, such judgment shall not affect,  
26 impair, or invalidate the remainder of this act, but shall be confined  
27 in its operation to the clause, sentence, paragraph, subdivision,  
28 section or part of this act directly involved in the controversy in  
29 which such judgment shall have been rendered. It is hereby declared to  
30 be the intent of the legislature that this act would have been enacted  
31 even if such invalid clause, sentence, paragraph, subdivision, section  
32 or part had not been included herein.

33 § 18. This act shall take effect immediately; provided, however, that  
34 the amendments to parts A and B of chapter 381 of the laws of 2020 made  
35 by this act shall not affect the expiration of such parts and shall  
36 expire therewith; provided further that the amendments to subpart A of  
37 part BB of chapter 56 of the laws of 2021 made by this act shall not  
38 affect the expiration of such subpart and shall be deemed repealed ther-  
39 ewith; and provided, further that sections twelve, thirteen, fourteen  
40 and fifteen of this act shall expire and be deemed repealed at the later  
41 of the end of the state of emergency declared pursuant to executive  
42 order number 202 of 2020 or February 28, 2022.