

# STATE OF NEW YORK

7315

2021-2022 Regular Sessions

## IN SENATE

August 6, 2021

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

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

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

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

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

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

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

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

LBD11990-03-1

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

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

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

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

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

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

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

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

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

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

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

12 Signed:

13 Printed name:

14 Date signed:

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

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

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

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

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

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

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

3 a. (i) In any eviction proceeding in which an eviction warrant has  
4 been issued prior to the effective date of this act, but has not yet  
5 been executed as of the effective date of this act, including eviction  
6 proceedings filed on or before March 7, 2020, the court shall stay the  
7 execution of the warrant at least until the court has held a status  
8 conference with the parties. (ii) In any eviction proceeding, if the  
9 tenant provides a hardship declaration to the petitioner, the court, or  
10 an agent of the petitioner or the court, prior to the execution of the  
11 warrant, the execution shall be stayed until at least ~~August~~ October  
12 31, 2021. If such hardship declaration is provided to the petitioner or  
13 agent of the petitioner, such petitioner or agent shall promptly file it  
14 with the court, advising the court in writing the index number of all  
15 relevant cases.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 Signed:

37 Printed Name:

38 Date Signed:

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

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

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

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

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

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

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

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

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

28 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

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

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

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

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

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

7 Signed:

8 Printed Name:

9 Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 Signed:

26 Printed Name:

27 Date Signed:

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

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

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

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

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

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

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

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



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

6 If your landlord has provided you with this form, your landlord must  
7 also provide you with a mailing address and e-mail address to which you  
8 can return this form. If your landlord has already started an eviction  
9 proceeding against you, you can return this form to either your land-  
10 lord, the court, or both at any time. You should keep a copy or picture  
11 of the signed form for your records. You will still owe any unpaid rent  
12 to your landlord. To the extent you can pay less than the full rent, it  
13 is recommended you do so and keep careful track of what you have paid  
14 and any amount you still owe.

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

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

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

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

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

51 Signed:  
52 Printed name:

1 Date signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 § 21. Section 2 of subpart A of part B of chapter 73 of the laws of  
12 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses  
13 Act of 2021", as separately amended by chapters 104 and 154 of the laws  
14 of 2021, is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

9 Signed:

10 Printed Name:

11 Date Signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 Signed:

43 Printed Name:

44 Date Signed:

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

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

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

1 § 27. Section 4 of subpart B of part B of chapter 73 of the laws of  
2 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses  
3 Act of 2021", as amended by chapter 104 of the laws of 2021, is amended  
4 to read as follows:

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

8 § 28. Subdivision 2 of section 1 of subpart C of part B of chapter 73  
9 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our  
10 Small Businesses Act of 2021", as separately amended by chapters 104 and  
11 154 of the laws of 2021, is amended to read as follows:

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

17 "NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant  
18 revenue or had significantly increased necessary costs due to the  
19 COVID-19 pandemic, and you sign and deliver this hardship declaration  
20 form to your lending institution, you cannot be discriminated against in  
21 the determination of whether credit should be extended or reported nega-  
22 tively to a credit reporting agency until at least [~~August~~] October 31,  
23 2021.

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

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

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

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

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

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

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

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

55 Signed:

56 Printed Name:

1 Date Signed:

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

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

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

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