

STATE OF NEW YORK

6362--A

Cal. No. 796

2021-2022 Regular Sessions

IN SENATE

April 23, 2021

Introduced by Sens. KAVANAGH, KAPLAN, MYRIE, BAILEY, HOYLMAN, JACKSON, KRUEGER, RIVERA, SALAZAR -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development -- reported favorably from said committee and committed to the Committee on Rules -- 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", in relation to extending the effectiveness thereof; and to amend chapter 73 of the laws of 2021 relating to establishing the "COVID-19 Emergency Protect Our Small Businesses Act of 2021", in relation to extending the effectiveness thereof

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

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

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

8 "NOTICE TO TENANT: If you have lost income or had increased costs
9 during the COVID-19 pandemic, or moving would pose a significant health
10 risk for you or a member of your household due to an increased risk for
11 severe illness or death from COVID-19 due to an underlying medical
12 condition, and you sign and deliver this hardship declaration form to
13 your landlord, you cannot be evicted until at least [~~May 1~~] August 31,
14 2021 for nonpayment of rent or for holding over after the expiration of
15 your lease. You may still be evicted for violating your lease by persis-
16 tently and unreasonably engaging in behavior that substantially

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

LBD11083-03-1

1 infringes on the use and enjoyment of other tenants or occupants or
2 causes a substantial 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/ or call 718-557-1379 if you
13 live in New York City or go to 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 may be available to you, and you
16 should contact your local housing assistance office.

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

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

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

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

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

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

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

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

39 5. Other circumstances related to the COVID-19 pandemic have negative-
40 ly affected my ability to obtain meaningful employment or earn income or
41 have significantly reduced my household income or significantly
42 increased my expenses.

43 To the extent that I have lost household income or had increased
44 expenses, any public assistance, including unemployment insurance,
45 pandemic unemployment assistance, disability insurance, or paid family
46 leave, 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 [~~May 1~~] August 31, 2021, and
10 that the law may provide certain protections at that time that are sepa-
11 rate 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", are amended to read as follows:

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

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

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

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

1 a. (i) In any eviction proceeding in which an eviction warrant has
2 been issued prior to the effective date of this act, but has not yet
3 been executed as of the effective date of this act, including eviction
4 proceedings filed on or before March 7, 2020, the court shall stay the
5 execution of the warrant at least until the court has held a status
6 conference with the parties. (ii) In any eviction proceeding, if the
7 tenant provides a hardship declaration to the petitioner, the court, or
8 an agent of the petitioner or the court, prior to the execution of the
9 warrant, the execution shall be stayed until at least ~~May 1~~ August 31,
10 2021. If such hardship declaration is provided to the petitioner or
11 agent of the petitioner, such petitioner or agent shall promptly file it
12 with the court, advising the court in writing the index number of all
13 relevant cases.

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

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

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

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

28 § 6. Section 2 of subpart A of part B of chapter 381 of the laws of
29 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
30 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed:

Printed Name:

Date Signed:

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

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

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

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

§ 8. In any action to foreclose a mortgage in which a judgment of sale has been issued prior to the effective date of this act but has not yet

1 been executed as of the effective date of this act, including actions
2 filed on or before March 7, 2020, the court shall stay the execution of
3 the judgment at least until the court has held a status conference with
4 the parties. In any action to foreclose a mortgage, if the mortgagor
5 provides a hardship declaration to the foreclosing party, the court, or
6 an agent of the foreclosing party or the court, prior to the execution
7 of the judgment, the execution shall be stayed until at least ~~May 1~~
8 August 31, 2021. If such hardship declaration is provided to the fore-
9 closing party or agent of the foreclosing party, such foreclosing party
10 or agent shall promptly file it with the court, advising the court in
11 writing the index number of all relevant cases.

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

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

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

21 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

22 I am the owner of the property at (address). Including my primary
23 residence, I own, whether directly or indirectly, ten or fewer residen-
24 tial dwelling units. I am experiencing financial hardship, and I am
25 unable to pay my full tax bill because of one or more of the 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 6. One or more of my tenants has defaulted on a significant amount of
43 their rent payments since March 1, 2020.

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

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

54 Signed:

55 Printed Name:

56 Date Signed:

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

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

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

12 § 10. Section 4 of subpart B of part B of chapter 381 of the laws of
13 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
14 Prevention Act of 2020", is amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

55 5. Other circumstances related to the COVID-19 pandemic have negative-
56 ly affected my ability to obtain meaningful employment or earn income or

1 have significantly reduced my household income or significantly
2 increased my expenses.

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

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

11 Signed:

12 Printed Name:

13 Date Signed:

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

17 § 12. Section 2 of subpart C of part B of chapter 381 of the laws of
18 2020 establishing the "COVID-19 Emergency Eviction and Foreclosure
19 Prevention Act of 2020", is amended to read as follows:

20 § 2. This act take effect immediately and shall expire [~~May 1~~] August
21 31, 2021.

22 § 13. Section 2 of subpart D 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", is amended to read as follows:

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

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

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

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

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

1 I am the owner, chief executive officer, president, or similar officer
2 of (name of business), in which is a commercial tenant at (address of
3 commercial unit). My business is resident in New York state, independ-
4 ently owned and operated, not dominant in its field, and employs fifty
5 or fewer persons. My business is experiencing financial hardship, and
6 is unable to pay the rent or other financial obligations under the lease
7 in full or obtain an alternative suitable commercial property because of
8 one or more of the following:

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

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

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

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

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

31 Signed:

32 Printed name:

33 Date signed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage

1 payments and lawful fees to your lender. You should also keep careful
2 track of what you have paid and any amount you still owe.

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

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

12 1. Significant loss of revenue during the COVID-19 pandemic.
13 2. Significant increase in necessary expenses related to providing
14 personal protective equipment to employees or purchasing and installing
15 other protective equipment to prevent the transmission of COVID-19 with-
16 in the business.

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

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

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

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

34 Signed:

35 Printed Name:

36 Date Signed:

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

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

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

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

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 ~~May 1~~ August 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 ~~[May 1]~~
14 August 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 § 24. Section 12 of subpart A of part B of chapter 73 of the laws of
19 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
20 Act of 2021", is amended to read as follows:

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

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

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

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

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

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

39 2. Significant increase in necessary expenses related to providing
40 personal protective equipment to employees or purchasing and installing
41 other protective equipment to prevent the transmission of COVID-19 with-
42 in the business.

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

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

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

52 I understand that lawful fees, penalties or interest for not having
53 paid the business's taxes in full may still be charged or collected and
54 may result in a foreclosure action against the business on or after ~~[May~~
55 1] August 31, 2021, if the business does not fully repay any missed or
56 partial payments and fees.

1 Signed:

2 Printed Name:

3 Date Signed:

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

7 § 26. Subdivision 3 of section 3 of subpart B of part B of chapter
8 73 of the laws of 2021 establishing the "COVID-19 Emergency Protect Our
9 Small Businesses Act of 2021", is amended to read as follows:

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

15 § 27. Section 4 of subpart B 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", is amended to read as follows:

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

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

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

29 "NOTICE TO COMMERCIAL OWNER/MORTGAGOR: If you have lost significant
30 revenue or had significantly increased necessary costs due to the
31 COVID-19 pandemic, and you sign and deliver this hardship declaration
32 form to your lending institution, you cannot be discriminated against in
33 the determination of whether credit should be extended or reported nega-
34 tively to a credit reporting agency until at least [~~May 1~~] August 31,
35 2021.

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

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

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

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

50 2. Significant increase in necessary out-of-pocket expenses related to
51 providing personal protective equipment to employees or purchasing and
52 installing other protective equipment to prevent the transmission of
53 COVID-19 within the business.

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

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

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

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 § 29. Section 2 of subpart C of part B of chapter 73 of the laws of
14 2021 establishing the "COVID-19 Emergency Protect Our Small Businesses
15 Act of 2021", is amended to read as follows:

16 § 2. This act take effect immediately and shall expire [~~May 1~~] August
17 31, 2021.

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