



NEW YORK STATE  
Unified Court System

OFFICE OF COURT ADMINISTRATION

LAWRENCE K. MARKS  
CHIEF ADMINISTRATIVE JUDGE

MEMORANDUM

December 31, 2020

To: Hon. George J. Silver  
Hon. Vito C. Caruso

From: Lawrence K. Marks *LM*

Subject: Residential Foreclosure Proceedings Under the COVID-19 Emergency  
Eviction and Foreclosure Prevention Act of 2020 (L. 2020, c. 381)

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As you may know, earlier this week Governor Cuomo signed into law chapter 381 of the Laws of 2020 (the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020 ["Act"] (effective December 28, 2020); Exh. A)], which, inter alia, provides substantial COVID-related protections through May 1, 2021 for defendants in residential foreclosure matters. **In brief: the Act immediately stays pending residential foreclosure actions for sixty days, and provides that, where a mortgagor/owner submits to the foreclosing party or the court a declaration attesting to hardship arising from or during the COVID-19 pandemic, proceedings will be further stayed (or commencement tolled) until May 1, 2021.** Additional highlights of the Act are as follows:

1. Stay of Pending Foreclosure Matters: The Act immediately stays pending residential foreclosure matters for sixty days (i.e., through February 27, 2021), including actions in which a judgment of sale has been issued but not yet executed (see paragraph 6 below). Residential foreclosure matters commenced between December 28, 2020 and January 27, 2021 shall also be stayed for sixty days from commencement (Act, Part B, Subpart A, §§1, 3). An administrative order effectuating this stay (AO/341/20) is attached as Exh. B.

2. Covered matters: The Act applies to any action to foreclose a mortgage relating to real property if the owner or mortgagor of the property is a natural person (regardless of how title is held) and owns ten or fewer dwelling units. Those units may be in more than one building, must include the primary residence of the owner/mortgagor seeking COVID relief, and must otherwise be occupied by a tenant or available for rent. Shares assigned to a unit of a residential condominium are included (Act, Part B, Subpart A, §1). The Act applies to tax lien foreclosure matters, with special provisions discussed in section 8 below.

Not covered: The Act does not cover vacant and abandoned property that was first listed on the statewide vacant and abandoned property electronic registry before March 7, 2020

and remains on that registry (Act, Part B, Subpart A, §1(b)). Nor does the Act apply to or affect mortgage loans “made, insured, purchased or securitized by a corporate governmental agency of the state constituted as a political subdivision and public benefit corporation” (Act, Part B, Subpart A, §1).

3. Notice to Owner or Mortgagor and Hardship Declaration – Publication and Translation: The Act contains a Notice to Mortgagor and a mortgagor Hardship Declaration (collectively, “Hardship Declaration”; Exh. C), to be provided in blank format to defendants in foreclosure proceedings, setting forth various grounds by which an owner/mortgagor might be adversely affected by the COVID-19 pandemic (Act, Part B, Subpart A, §4). As the Act requires, the Hardship Declaration will be posted on the Court System’s website in English, Spanish and the six other most common (non-English) languages in New York City in the near future; other translations will be made available thereafter as practicable (Act, Part B, Subpart A, §9).

4. Mailing of Hardship Declaration in Pending Matters: The Act directs the Court System to mail copies of the Hardship Declaration (in English and, to the extent practicable, the mortgagor/owner’s primary language) to all defendants in pending covered residential foreclosure matters (Act, Part B, Subpart A, §3). Our Division of Technology is currently exploring an economical method of performing this task. Courts are encouraged to work with their local plaintiffs’ and defense bars, civil legal service providers, and housing counselors to ensure that homeowners receive these notices.

5. Further Stay of Pre-Judgment Foreclosure Proceedings, or Tolling of Commencement of Proceedings, Upon Submission of a Mortgagor’s Hardship Declaration: **Where an owner or mortgagor delivers a Hardship Declaration to the foreclosing party or an agent of the foreclosing party, the Act requires that an action be stayed until at least May 1, 2021, or that its commencement be tolled until May 1, 2021 (Act, Part B, Subpart A, §§5,7). Where no Hardship Declaration is submitted, the matter may proceed in the normal course following expiration of the 60-day stay or the holding of the appropriate status conference or hearing.**

6. Stay of Actions in Which a Judgment of Sale Has Been Issued But Not Yet Executed: In a pending action where a judgment of sale was issued on or before December 28, 2020 but has not yet been executed, execution of the judgment shall be stayed at least until the court has held a status conference with the parties. During this conference, if the defendant submits a Hardship Declaration to the foreclosing party, the court, or an agent of the foreclosing party or the court prior to the execution of the judgment, the Action shall be stayed until at least May 1, 2021 (Act, Part B, Subpart A, §8). A prior COVID-19 Assessment Conference does not satisfy this new conference requirement for post-judgment cases under the Act.

7. Court Practice Upon Commencement of a New Proceeding: The court cannot accept a new residential foreclosure proceeding filing unless it is accompanied by both (1) an affidavit of service of the Hardship Declaration,<sup>1</sup> and (2) an affidavit from the foreclosing party or agent of the foreclosing party stating that no Hardship Declaration has been received from the owner/mortgagor (Act, Part B, Subpart A, §6).

“At the earliest possible opportunity” following a new filing, the court must seek confirmation by the owner/mortgagor, on the record or in writing, that the owner/mortgagor has received the blank Declaration and has not submitted a completed Declaration to the foreclosing party or an agent of the foreclosing party. If the court determines an owner/mortgagor has not yet received a Hardship Declaration, the court must stay further proceedings for no less than 10 business days to ensure that the defendant has received and fully considered whether to submit a Declaration (Act, Part B, Subpart A, §6). **Where these procedures have been followed and an owner/mortgagor fails to deliver a Hardship Declaration to a foreclosing party, agent of a foreclosing party, or the court, the matter may proceed in the normal course.**

8. Tax Lien Foreclosure Matters: The Act also applies to any action to foreclose on delinquent taxes or sell a tax lien relating to residential real property. This includes in-rem tax foreclosures commenced pursuant to article 11 of the real property tax law, but also any other local law related to real property tax lien sales or real property tax foreclosures (including, but not limited to, the New York City Tax Law). Importantly, courts are not required to mail Hardship Declarations to respondents in these cases. Instead, it is the responsibility of the enforcing officer (or other entity conducting the tax lien sale) to notify the respondent of their rights under the Act at least thirty days prior to the date on which a sale of a tax lien is scheduled to occur, or upon the filing of a new petition of foreclosure of a tax lien. Should the respondent submit a Hardship Declaration, the Act requires that the proceeding be stayed through May 1, 2021.

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Please distribute this memorandum and attachments to judges and non-judicial staff as you deem appropriate. Questions on the subject may be addressed to Steven Helfont of the Office of Policy and Planning ([shelfont@nycourts.gov](mailto:shelfont@nycourts.gov)).

c: Hon. Edwina Mendelson  
Steven Helfont

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<sup>1</sup> Foreclosing parties or agents are required to serve a blank copy of the Hardship Declaration, a translation of the Declaration in the mortgagor’s primary language, and contact information with all future notices provided to the owner/mortgagor (Act, Part B, Subpart A, §4).

## **EXHIBIT A**

# STATE OF NEW YORK

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9114

## IN SENATE

December 24, 2020

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Introduced by Sens. KAVANAGH, MYRIE -- read twice and ordered printed,  
and when printed to be committed to the Committee on Housing,  
Construction and Community Development

AN ACT establishing the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020"; in relation to eviction proceedings; and to provide for the expiration of certain provisions upon the expiration thereof (Part A); in relation to foreclosure proceedings; and providing for the expiration of certain provisions upon the expiration thereof (Subpart A); in relation to tax sales; and providing for the expiration of certain provisions upon the expiration thereof (Subpart B); to establish hardship declarations for owners of residential real property; and providing for the expiration of such provisions upon the expiration thereof (Subpart C); and to authorize every governing body of an assessing unit and local assessor to extend to the 2021 assessment roll, the renewal of the exemptions received on the 2020 assessment roll; and to provide for the expiration of such provisions upon the expiration thereof (Subpart D) (Part B)

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

1 Section 1. This act enacts into law components of legislation relating  
2 to eviction and foreclosure protections. Each component is wholly  
3 contained within a Part identified as Parts A through B. The effective  
4 date for each particular provision contained within such Part is set  
5 forth in the last section of such Part. Any provision in any section  
6 contained within a Part, including the effective date of the Part, which  
7 makes reference to a section "of this act", when used in connection with  
8 that particular component, shall be deemed to mean and refer to the  
9 corresponding section of the Part in which it is found. Section four of  
10 this act sets forth the general effective date of this act.

11 § 2. Short title. This act shall be known and may be cited as the  
12 "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020".

13 § 3. Legislative intent. The Legislature finds and declares all of the  
14 following:

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

LBD17721-01-0



On March 7, 2020, Governor Andrew Cuomo proclaimed a state of emergency in response to the Coronavirus disease (COVID-19) pandemic. Measures necessary to contain the spread of COVID-19 have brought about widespread economic and societal disruption, placing the state of New York in unprecedented circumstances.

COVID-19 presents a historic threat to public health. Hundreds of thousands of residents are facing eviction or foreclosure due to necessary disease control measures that closed businesses and schools, and triggered mass-unemployment across the state. The pandemic has further interrupted court operations, the availability of counsel, the ability for parties to pay for counsel, and the ability to safely commute and enter a courtroom, settlement conference and the like.

Stabilizing the housing situation for tenants, landlords, and homeowners is to the mutual benefit of all New Yorkers and will help the state address the pandemic, protect public health, and set the stage for recovery. It is, therefore, the intent of this legislation to avoid as many evictions and foreclosures as possible for people experiencing a financial hardship during the COVID-19 pandemic or who cannot move due to an increased risk of severe illness or death from COVID-19.

As such, it is necessary to temporarily allow people impacted by COVID-19 to remain in their homes. A limited, temporary stay is necessary to protect the public health, safety and morals of the people the Legislature represents from the dangers of the COVID-19 emergency pandemic.

## PART A

Section 1. Definitions. For the purposes of this act: 1. "Eviction proceeding" means a summary proceeding to recover possession of real property under article seven of the real property actions and proceedings law relating to a residential dwelling unit or any other judicial or administrative proceeding to recover possession of real property relating to a residential dwelling unit.

2. "Landlord" includes a landlord, owner of a residential property and any other person with a legal right to pursue eviction, possessory action or a money judgment for rent, including arrears, owed or that becomes due during the COVID-19 covered period, as defined in section 1 of chapter 127 of the laws of 2020.

3. "Tenant" includes a residential tenant, lawful occupant of a dwelling unit, or any other person responsible for paying rent, use and occupancy, or any other financial obligation under a residential lease or tenancy agreement, but does not include a residential tenant or lawful occupant with a seasonal use lease where such tenant has a primary residence to which to return to.

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

"NOTICE TO TENANT: If you have lost income or had increased costs during the COVID-19 pandemic, or moving would pose a significant health risk for you or a member of your household due to an increased risk for severe illness or death from COVID-19 due to an underlying medical condition, and you sign and deliver this hardship declaration form to your landlord, you cannot be evicted until at least May 1, 2021 for nonpayment of rent or for holding over after the expiration of your lease. You may still be evicted for violating your lease by persistently

1 and unreasonably engaging in behavior that substantially infringes on  
2 the use and enjoyment of other tenants or occupants or causes a substan-  
3 tial safety hazard to others.

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

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

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

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

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

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

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

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

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

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

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

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 B. ( ) Vacating the premises and moving into new permanent housing would  
51 pose a significant health risk because I or one or more members of my  
52 household have an increased risk for severe illness or death from

1 COVID-19 due to being over the age of sixty-five, having a disability or  
2 having an underlying medical condition, which may include but is not  
3 limited to being immunocompromised.

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

13 Signed:

14 Printed name:

15 Date signed:

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

19 § 2. Pending eviction proceedings. Any eviction proceeding pending on  
20 the effective date of this act, including eviction proceedings filed on  
21 or before March 7, 2020, or commenced within thirty days of the effec-  
22 tive date of this act shall be stayed for at least sixty days, or to  
23 such later date that the chief administrative judge shall determine is  
24 necessary to ensure that courts are prepared to conduct proceedings in  
25 compliance with this act and to give tenants an opportunity to submit  
26 the hardship declaration pursuant to this act. The court in each case  
27 shall promptly issue an order directing such stay and promptly mail the  
28 respondent a copy of the hardship declaration in English, and, to the  
29 extent practicable, the tenant's primary language, if other than  
30 English.

31 § 3. Pre-eviction notices. A landlord shall include a "Hardship Decla-  
32 ration" in 14-point type, with every written demand for rent made pursu-  
33 ant to subdivision 2 of section 711 of the real property actions and  
34 proceedings law, with any other written notice required by the lease or  
35 tenancy agreement, law or rule to be provided prior to the commencement  
36 of an eviction proceeding, and with every notice of petition served on a  
37 tenant. If the translation of the hardship declaration in the tenant's  
38 primary language is not available on the office of court adminis-  
39 tration's public website, as provided by section ten of this act, it  
40 shall be the landlord's responsibility to obtain a suitable translation  
41 of the hardship declaration in the tenant's primary language. Such  
42 notice shall also include:

43 1. a mailing address, telephone number and active email address the  
44 tenant can use to contact the landlord and return the hardship declara-  
45 tion; and

46 2. a list of all not-for-profit legal service providers actively  
47 handling housing matters in the county where the subject premises are  
48 located. Such lists shall be prepared and regularly updated, to the  
49 extent practicable, for such purpose and published on the website of the  
50 office of court administration.

51 § 4. Prohibition on initiation of eviction proceeding. If there is no  
52 pending eviction proceeding and a tenant provides a hardship declaration  
53 to the landlord or an agent of the landlord, there shall be no initi-



1 ation of an eviction proceeding against the tenant until at least May 1,  
2 2021, and in such event any specific time limit for the commencement of  
3 an eviction proceeding shall be tolled until May 1, 2021.

4 § 5. Required affidavit. 1. No court shall accept for filing any peti-  
5 tion or other filing to commence an eviction proceeding unless the peti-  
6 tioner or an agent of the petitioner files an affidavit of service,  
7 under penalty of perjury, demonstrating the manner in which the peti-  
8 tioner or the petitioner's agent served a copy of the hardship declara-  
9 tion in English and the tenant's primary language, if other than  
10 English, with any rent demand and with any other written notice required  
11 by the lease or tenancy agreement, law or rule to be provided prior to  
12 the commencement of an eviction proceeding, and an affidavit under  
13 penalty of perjury:

14 a. attesting that at the time of filing, neither the petitioner nor  
15 any agent of the petitioner has received a hardship declaration from the  
16 respondent or any other tenant or occupant of the dwelling unit that is  
17 the subject of the proceeding, or

18 b. attesting that the respondent or another tenant or occupant of the  
19 dwelling unit that is the subject of the proceeding has returned a hard-  
20 ship declaration, but the respondent is persistently and unreasonably  
21 engaging in behavior that substantially infringes on the use and enjoy-  
22 ment of other tenants or occupants or causes a substantial safety hazard  
23 to others, with a specific description of the behavior alleged.

24 2. Upon accepting a petition pursuant to article 7 of the real proper-  
25 ty actions and proceedings law, the attorney, judge or clerk of the  
26 court, as the case may be, shall determine whether a copy of the hard-  
27 ship declaration in English and the tenant's primary language, if other  
28 than English, is annexed to the served notice of petition and, if not,  
29 shall ensure that the hardship declaration is attached to such notice.  
30 Service of the notice of petition with the attached hardship declaration  
31 shall be made by personal delivery to the respondent, unless such  
32 service cannot be made with due diligence, in which case service may be  
33 made under section 735 of the real property actions and proceedings law.  
34 At the earliest possible opportunity, the court shall seek confirmation  
35 on the record or in writing from the respondent that the respondent has  
36 received the hardship declaration and that the respondent has not  
37 submitted a hardship declaration to the petitioner, an agent of the  
38 petitioner, or the court. If the court determines a respondent has not  
39 received a hardship declaration, then the court shall stay the proceed-  
40 ing for a reasonable period of time, which shall be no less than ten  
41 business days or any longer period provided by law, and provide the  
42 respondent with a copy of the hardship declaration in English and the  
43 respondent's primary language, if other than English, to ensure the  
44 respondent received and fully considered whether to submit the hardship  
45 declaration.

46 § 6. Pending proceedings. In any eviction proceeding in which an  
47 eviction warrant has not been issued, including eviction proceedings  
48 filed on or before March 7, 2020, if the tenant provides a hardship  
49 declaration to the petitioner, the court, or an agent of the petitioner  
50 or the court, the eviction proceeding shall be stayed until at least May  
51 1, 2021. If such hardship declaration is provided to the petitioner or  
52 agent, such petitioner or agent shall promptly file it with the court,  
53 advising the court in writing the index number of all relevant cases.

54 § 7. Default judgments. No court shall issue a judgment in any  
55 proceeding authorizing a warrant of eviction against a respondent who  
56 has defaulted, or authorize the enforcement of an eviction pursuant to a

1 default judgment, prior to May 1, 2021, without first holding a hearing  
2 after the effective date of this act upon motion of the petitioner. The  
3 petitioner or an agent of the petitioner shall file an affidavit attest-  
4 ing that the petitioner or the petitioner's agent has served notice of  
5 the date, time, and place of such hearing on the respondent, including a  
6 copy of such notice. If a default judgment has been awarded prior to the  
7 effective date of this act, the default judgment shall be removed and  
8 the matter restored to the court calendar upon the respondent's written  
9 or oral request to the court either before or during such hearing and an  
10 order to show cause to vacate the default judgment shall not be  
11 required.

12 § 8. Post warrant of eviction. a. (i) In any eviction proceeding in  
13 which an eviction warrant has been issued prior to the effective date of  
14 this act, but has not yet been executed as of the effective date of this  
15 act, including eviction proceedings filed on or before March 7, 2020,  
16 the court shall stay the execution of the warrant at least until the  
17 court has held a status conference with the parties. (ii) In any  
18 eviction proceeding, if the tenant provides a hardship declaration to  
19 the petitioner, the court, or an agent of the petitioner or the court,  
20 prior to the execution of the warrant, the execution shall be stayed  
21 until at least May 1, 2021. If such hardship declaration is provided to  
22 the petitioner or agent of the petitioner, such petitioner or agent  
23 shall promptly file it with the court, advising the court in writing the  
24 index number of all relevant cases.

25 b. In any eviction proceeding in which a warrant has been issued,  
26 including eviction proceedings filed on or before March 7, 2020, any  
27 warrant issued shall not be effective as against the occupants, unless,  
28 in addition to the requirements under section 749 of the real property  
29 actions and proceedings law for warrants, such warrant states:

30 (i) The tenant has not submitted the hardship declaration and the  
31 tenant was properly served with a copy of the hardship declaration  
32 pursuant to this section, listing dates the tenant was served with the  
33 hardship declaration by the petitioner and the court; or

34 (ii) The tenant is ineligible for a stay under this act because the  
35 court has found that the tenant is persistently and unreasonably engag-  
36 ing in behavior that substantially infringes on the use and enjoyment of  
37 other tenants or occupants or causes a substantial safety hazard to  
38 others, with a specific description of the behavior.

39 c. No court shall issue a warrant directed to the sheriff of the coun-  
40 ty or to any constable or marshal of the city in which the property, or  
41 a portion thereof, is situated, or, if it is not situated in a city, to  
42 any constable of any town in the county, that does not comply with the  
43 requirements of this section.

44 d. No officer to whom the warrant is directed shall execute a warrant  
45 for eviction issued that does not comply with the requirements of this  
46 section.

47 e. Unless the warrant contains the information contained in paragraph  
48 (ii) of subdivision b of this section, if any tenant delivers the  
49 hardship declaration to the officer to whom the warrant is directed, the  
50 officer shall not execute the warrant and shall return the hardship form  
51 to the court indicating the appropriate index/case number the form is  
52 associated with.

53 § 9. Sections two, four, six and paragraph (ii) of subdivision a of  
54 section eight of this act shall not apply if the tenant is persistently  
55 and unreasonably engaging in behavior that substantially infringes on

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

3 1. If an eviction proceeding is pending on the effective date of this  
4 act, but the petitioner has not previously alleged that the tenant  
5 persistently and unreasonably engaged in such behavior, the petitioner  
6 shall be required to submit a new petition with such allegations and  
7 comply with all notice and service requirements under article 7 of the  
8 real property actions and proceedings law and this act.

9 2. If the court has awarded a judgment against a respondent prior to  
10 the effective date of this act on the basis of objectionable or nuisance  
11 behavior, the court shall hold a hearing to determine whether the tenant  
12 is continuing to persist in engaging in unreasonable behavior that  
13 substantially infringes on the use and enjoyment of other tenants or  
14 occupants or causes a substantial safety hazard to others.

15 3. For the purposes of this act, a mere allegation of the behavior by  
16 the petitioner or an agent of the petitioner alleging such behavior  
17 shall not be sufficient evidence to establish that the tenant has  
18 engaged in such behavior.

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

24 5. If the petitioner establishes that the tenant persistently and  
25 unreasonably engaged in such behavior or the tenant fails to provide a  
26 hardship declaration to the petitioner, petitioner's agent or the court,  
27 the proceeding may continue pursuant to article 7 of the real property  
28 actions and proceedings law and this act.

29 § 10. Translation of hardship declaration. The office of court admin-  
30 istration shall translate the hardship declaration, as defined in  
31 section one of this act, into Spanish and the six most common languages  
32 in the city of New York, after Spanish, and shall post and maintain such  
33 translations and an English language copy of the hardship declaration on  
34 the website of such office beginning within fifteen days of the effec-  
35 tive date of this act. To the extent practicable, the office of court  
36 administration shall post and maintain on its website translations into  
37 such additional languages as the chief administrative judge shall deem  
38 appropriate to ensure that tenants have an opportunity to understand and  
39 submit hardship declarations pursuant to this act.

40 § 11. Rebuttable presumption. A hardship declaration in which the  
41 tenant has selected the option indicating a financial hardship shall  
42 create a rebuttable presumption that the tenant is experiencing finan-  
43 cial hardship, in any judicial or administrative proceeding that may be  
44 brought, for the purposes of establishing a defense under chapter 127 of  
45 the laws of 2020, an executive order of the governor or any other local  
46 or state law, order or regulation restricting the eviction of a tenant  
47 suffering from a financial hardship during or due to COVID-19 provided  
48 that the absence of a hardship declaration shall not create a presump-  
49 tion that a financial hardship is not present.

50 § 12. If any clause, sentence, paragraph, section or part of this act  
51 shall be adjudged by any court of competent jurisdiction to be invalid  
52 and after exhaustion of all further judicial review, the judgment shall  
53 not affect, impair or invalidate the remainder thereof, but shall be  
54 confined in its operation to the clause, sentence, paragraph, section or  
55 part of this act directly involved in the controversy in which the judg-  
56 ment shall have been rendered.

§ 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, 2021.

#### PART B

Section 1. This Part enacts into law components of legislation relating to mortgage foreclosure, tax foreclosure, credit discrimination and tax renewal exemption protections. Each component is wholly contained within a Subpart identified as Subparts A through D. The effective date for each particular provision contained within such Subpart is set forth in the last section of such Subpart. Any provision in any section contained within a Subpart, including the effective date of the Subpart, which makes reference to a section "of this act", when used in connection with that particular component, shall be deemed to mean and refer to the corresponding section of the Subpart in which it is found. Section three of this Part sets forth the general effective date of this Part.

#### SUBPART A

Section 1. Application. This section shall apply to any action to foreclose a mortgage relating to residential real property, provided the owner or mortgagor of such property is a natural person, regardless of how title is held, and owns ten or fewer dwelling units whether directly or indirectly. The ten or fewer dwelling units may be in more than one property or building as long as the total aggregate number of ten units includes the primary residence of the natural person requesting such relief and the remaining units are currently occupied by a tenant or are available for rent.

(a) For purposes of this act, real property shall include shares assigned to a unit in a residential cooperative.

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

Notwithstanding anything to the contrary, this act shall not apply to, and does not affect any mortgage loans made, insured, purchased or securitized by a corporate governmental agency of the state constituted as a political subdivision and public benefit corporation, or the rights and obligations of any lender, issuer, servicer or trustee of such obligations.

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

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

1 return this form. If you are already in foreclosure proceedings, you may  
2 return this form to the court. You should keep a copy or picture of the  
3 signed form for your records. You will still owe any unpaid mortgage  
4 payments and lawful fees to your lender. You should also keep careful  
5 track of what you have paid and any amount you still owe.

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

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

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

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

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

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

24 5. Other circumstances related to the COVID-19 pandemic have negative-  
25 ly affected my ability to obtain meaningful employment or earn income or  
26 have significantly reduced my household income or significantly  
27 increased my expenses.

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

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

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

43 Signed:

44 Printed Name:

45 Date Signed:

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

49 § 3. Any action to foreclose a mortgage pending on the effective date  
50 of this act, including actions filed on or before March 7, 2020, or  
51 commenced within thirty days of the effective date of this act shall be  
52 stayed for at least sixty days, or to such later date that the chief  
53 administrative judge shall determine is necessary to ensure that courts  
54 are prepared to conduct proceedings in compliance with this act and to  
55 give mortgagors an opportunity to submit the hardship declaration pursu-  
56 ant to this act. The court in each case shall promptly issue an order



1 directing such stay and promptly mail the mortgagor a copy of the hardship declaration in English, and, to the extent practicable, the mortgagor's primary language, if other than English.

2 § 4. The foreclosing party shall include a "Hardship Declaration" in 14-point type, with every notice provided to a mortgagor pursuant to sections 1303 and 1304 of the real property actions and proceedings law. If the translation of the hardship declaration in the mortgagor's primary language is not available on the office of court administration's public website, as provided by section nine of this act, it shall be the foreclosing party's responsibility to obtain a suitable translation of the hardship declaration in the mortgagor's primary language. Such notice shall also include a mailing address, telephone number and active email address the mortgagor can use to contact the foreclosing party and return the hardship declaration.

3 § 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, 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, 2021.

4 § 6. No court shall accept for filing any action to foreclose a mortgage unless the foreclosing party or an agent of the foreclosing party files an affidavit, under penalty of perjury:

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

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

7 At the earliest possible opportunity, the court shall seek confirmation on the record or in writing that the mortgagor has received a copy of the hardship declaration and that the mortgagor has not returned the hardship declaration to the foreclosing party or an agent of the foreclosing party. If the court determines a mortgagor has not received a hardship declaration, then the court shall stay the proceeding for a reasonable period of time, which shall be no less than ten business days or any longer period provided by law, to ensure the mortgagor received and fully considered whether to submit the hardship declaration.

8 § 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, 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.

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

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

7 § 9. The office of court administration shall translate the hardship  
8 declaration, as defined in section one of this act, into Spanish and the  
9 six most common languages in the city of New York, after Spanish, and  
10 shall post and maintain such translations and an English language copy  
11 of the hardship declaration on the website of such office beginning  
12 within fifteen days of the effective date of this act.

13 § 10. A hardship declaration shall create a rebuttable presumption  
14 that the mortgagor is suffering financial hardship, in any judicial or  
15 administrative proceeding that may be brought, for the purposes of  
16 establishing a defense under an executive order of the governor or any  
17 other local or state law, order or regulation restricting actions to  
18 foreclose a mortgage against a mortgagor suffering from a financial  
19 hardship during or due to the COVID-19 pandemic provided that the  
20 absence of a hardship declaration shall not create a presumption that a  
21 financial hardship is not present.

22 § 11. If any clause, sentence, paragraph, section or part of this act  
23 shall be adjudged by any court of competent jurisdiction to be invalid  
24 and after exhaustion of all further judicial review, the judgment shall  
25 not affect, impair or invalidate the remainder thereof, but shall be  
26 confined in its operation to the clause, sentence, paragraph, section or  
27 part of this act directly involved in the controversy in which the judg-  
28 ment shall have been rendered.

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

## 32 SUBPART B

33 Section 1. Application. This act shall apply to any action to fore-  
34 close on delinquent taxes or sell a tax lien relating to residential  
35 real property, provided the owner or mortgagor of such property is a  
36 natural person, regardless of how title is held, and owns ten or fewer  
37 dwelling units whether directly or indirectly. The ten or fewer dwelling  
38 units may be in more than one property or building as long as the total  
39 aggregate number of ten units includes the primary residence of the  
40 natural person requesting such relief and the remaining units are  
41 currently occupied by a tenant or are available for rent.

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

44 (b) For purposes of this act, real property shall not include property  
45 that is vacant and abandoned, as defined in subdivision 2 of section  
46 1309 of the real property actions and proceedings law, which was listed  
47 on the statewide vacant and abandoned property electronic registry, as  
48 defined in section 1310 of the real property actions and proceedings  
49 law, prior to March 7, 2020 and that remains on such registry.

50 § 2. Definitions. For purposes of this act: 1. "Tax lien" means an  
51 unpaid tax, special ad valorem levy, special assessment or other charge  
52 imposed upon real property by or on behalf of a municipal corporation or  
53 special district or other public or private entity which is an encum-

1 brance on real property, whether or not evidenced by a written instru-  
2 ment.

3 2. "Tax foreclosure and tax lien sale" shall mean any such tax lien  
4 sale or tax foreclosure pursuant to article 11 of the real property tax  
5 law, or any general, special or local law related to real property tax  
6 lien sales or real property tax foreclosures.

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

10 "OWNER DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

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

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

27 5. Other circumstances related to the COVID-19 pandemic have negative-  
28 ly affected my ability to obtain meaningful employment or earn income or  
29 have significantly reduced my household income or significantly  
30 increased my expenses.

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

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

39 I understand that lawful fees, penalties or interest for not having  
40 paid my taxes in full may still be charged or collected and may result  
41 in a foreclosure action against me on or after May 1, 2021, if I do not  
42 fully repay any missed or partial payments and fees.

43 Signed:

44 Printed Name:

45 Date Signed:

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

49 § 3. 1. A real property owner may submit a "Hardship Declaration" to  
50 any village, town, city, school district, county, or other entity or  
51 person which conducts tax foreclosures or tax lien sales.

52 2. At least thirty days prior to the date on which a sale of a tax  
53 lien is scheduled to occur, or upon the filing of a petition of foreclo-  
54 sure of a tax lien, the enforcing officer or other person or entity  
55 conducting such tax lien sale or tax foreclosure shall notify the owner  
56 of the affected property of such owner's rights under this act and shall

1 notify the owner that a copy of the hardship declaration can be accessed  
2 on the New York State Department of Tax and Finance's website and also  
3 provide a link to such declaration form. For the purposes of this act,  
4 "enforcing officer" shall have the same meaning as defined in subdivi-  
5 sion 3 of section 1102 of the real property tax law. The New York State  
6 Department of Tax and Finance shall publish a copy of the hardship  
7 declaration on its website.

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

13 4. While such stay is in effect, no other action or proceeding shall  
14 be commenced to recover any part of such delinquent taxes.

15 5. Any applicable statutes of limitation for the commencement of any  
16 action or proceeding to sell a tax lien or foreclose a tax lien is  
17 tolled until such stay has expired. The obligation to pay the balance of  
18 such delinquent taxes is not rendered invalid, released or extinguished  
19 by such stay.

20 6. A hardship declaration shall create a rebuttable presumption that  
21 the owner is experiencing financial hardship, in any judicial or admin-  
22 istrative proceeding that may be brought, for the purposes of establish-  
23 ing a defense under an executive order of the governor or any other  
24 local or state law, order or regulation restricting actions to sell a  
25 tax lien or foreclose a tax lien against an owner suffering from a  
26 financial hardship during or due to the COVID-19 pandemic, provided  
27 that the absence of a hardship declaration shall not create a presump-  
28 tion that a financial hardship is not present.

29 § 4. This act shall take effect immediately and sections one and two  
30 and subdivisions one, two, three, four and five of section three shall  
31 expire May 1, 2021.

## 32 SUBPART C

33 Section 1. Application. 1. This act shall apply to an owner of resi-  
34 dential real property, provided the owner or mortgagor of such property  
35 is a natural person, regardless of how title is held, and owns ten or  
36 fewer dwelling units whether directly or indirectly. The ten or fewer  
37 dwelling units may be in more than one property or building as long as  
38 the total aggregate number of ten units includes the primary residence  
39 of the natural person requesting such relief and the remaining units are  
40 currently occupied by a tenant or are available for rent.

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

43 (b) For purposes of this act, real property shall not include property  
44 that is vacant and abandoned, as defined in subdivision 2 of section  
45 1309 of the real property actions and proceedings law, which was listed  
46 on the statewide vacant and abandoned property electronic registry, as  
47 defined in section 1310 of the real property actions and proceedings  
48 law, prior to March 7, 2020 and that remains on such registry.

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

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

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

OWNER/MORTGAGOR DECLARATION OF COVID-19-RELATED HARDSHIP

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

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

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

Signed:

Printed Name:

Date Signed:

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

3. Discrimination in credit decisions. Notwithstanding any law to the contrary, lending institutions shall not discriminate in the determination of whether credit should be extended to any owner of residential real property as defined in subdivision one of this section because, as provided for in this act, such owner has been granted a stay of mortgage foreclosure proceedings, tax foreclosure proceedings or of tax lien sales, or that an owner of residential real property as defined in subdivision one of this section is currently in arrears and has filed a hardship declaration with such lender.



4. Prohibition on negative credit reporting. Notwithstanding any law to the contrary, as provided for in this act, the granting of a stay of mortgage foreclosure proceedings, tax foreclosure proceedings or tax lien sales, or that an owner of residential real property as defined in subdivision one of this section is currently in arrears and has filed a hardship declaration with their lender shall not be negatively reported to any credit reporting agency.

§ 2. This act take effect immediately and shall expire May 1, 2021.

#### SUBPART D

Section 1. Notwithstanding any other provision of law, in the interest of the health and safety of the public due to the novel coronavirus, COVID-19 pandemic, every governing body of an assessing unit and local assessor shall extend to the 2021 assessment roll, the renewal of the exemptions received on the 2020 assessment roll pursuant to sections 467 and 459-c of the real property tax law, relating to persons age sixty-five and older and for certain persons with disabilities and limited income, and no renewal application shall be required of any eligible recipient who received either exemption on the 2020 assessment roll in order for such eligible recipient to continue receiving such exemption at the same amount received on the 2020 assessment roll, except as herein provided. Provided however, that the local assessor shall make available renewal applications through postal mail or electronic means in order for eligible recipients to file renewal applications in the event that such eligible recipient determines his or her income has changed in a manner that would grant him or her a greater exemption than what was present on the 2020 assessment roll; and provided further that such governing body may adopt a local law or resolution which includes procedures by which the assessor may require a renewal application to be filed when he or she has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died; and provided further that no governing body of an assessing unit or local assessor may require eligible recipients to appear in person to file a renewal application for any reason.

§ 2. This act shall take effect immediately and shall expire May 1, 2021. This act shall be deemed to have been in full force and effect on and after March 7, 2020.

§ 2. Severability clause. If any clause, sentence, paragraph, subdivision, section, item, subpart or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, item, subpart or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the legislature that this act would have been enacted even if such invalid provisions had not been included herein.

§ 3. This act shall take effect immediately provided, however, that the applicable effective date of Subparts A through D of this act shall be as specifically set forth in the last section of such Subparts.

§ 4. Severability clause. If any clause, sentence, paragraph, subdivision, section or part of this act shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect,

1 impair, or invalidate the remainder thereof, but shall be confined in  
2 its operation to the clause, sentence, paragraph, subdivision, section  
3 or part thereof directly involved in the controversy in which such judg-  
4 ment shall have been rendered. It is hereby declared to be the intent of  
5 the legislature that this act would have been enacted even if such  
6 invalid provisions had not been included herein.

7 § 5. This act shall take effect immediately provided, however, that  
8 the applicable effective date of Parts A through B of this act shall be  
9 as specifically set forth in the last section of such Parts.

## **EXHIBIT B**

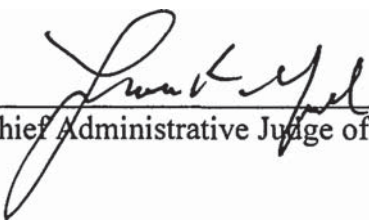
ADMINISTRATIVE ORDER OF THE  
CHIEF ADMINISTRATIVE JUDGE OF THE COURTS

Pursuant to the authority vested in me, and as required by L. 2020, c. 381 (the COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020 [“Act”; Exh. 1]), I hereby direct that, effective December 28, 2020, the following procedures and restrictions shall apply to the conduct of residential foreclosure matters before the New York State courts:

1. Stay of Pending Residential Foreclosure Proceedings: Any action to foreclose a mortgage relating to residential real property as defined in the Act (“Action”), pending on December 28, 2020, and any Action commenced on or before January 27, 2021, shall be stayed for sixty days (Act, Part B, Subpart A, §§1, 3).
2. Requirement of Additional Affidavits in Newly-Commenced Actions: No court shall accept for filing commencement papers in an Action unless those papers include affidavits as required by Part B, Subpart A, §6 of the Act.
3. Stay of Actions in Which the Mortgagor Provides a Hardship Declaration: In any Action in which a judgment of sale has not been issued and the mortgagor submits a hardship declaration as defined in the Act to the foreclosing party, the court, or an agent of the foreclosing party or the court, the Action shall be stayed until at least May 1, 2021 (Act, Part B, Subpart A, §§2, 7).
4. Stay of Actions in Which a Judgment of Sale Has Been Issued But Not Yet Executed: If a judgment of sale has been issued in any Action on or before December 28, 2020 but has not yet been executed, execution of the judgment shall be stayed at least until the court has held a status conference with the parties. If the mortgagor submits a hardship declaration as defined in the Act to the foreclosing party, the court, or an agent of the foreclosing party or the court prior to the execution of the judgment, the Action shall be stayed until at least May 1, 2021 (Act, Part B, Subpart A, §8).

All Actions shall be conducted as required by the further provisions of the Act.

This order shall remain in force through May 1, 2021.

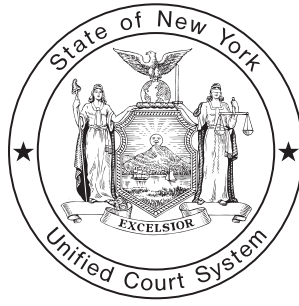
  
\_\_\_\_\_  
Chief Administrative Judge of the Courts

Dated: December 31, 2020

AO/341/20

## **EXHIBIT C**





## **NOTICE TO MORTGAGOR:**

If you have lost income or had increased costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least May 1, 2021. If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

## **MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP**

I am the mortgagor of the property at (address of dwelling unit):

---

Including my primary residence, I own, whether directly or indirectly, ten or fewer residential dwelling units. I am experiencing financial hardship, and I am unable to pay my mortgage in full because of one or more of the following:

1. Significant loss of household income during the COVID-19 pandemic.
2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.

4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.
6. One or more of my tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent I have lost household income or had increased expenses, any public assistance, including unemployment insurance, pandemic unemployment assistance, disability insurance, or paid family leave, 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.

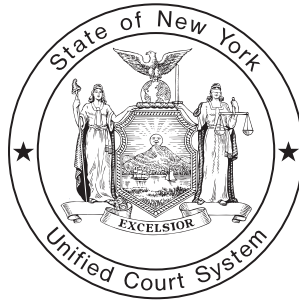
I understand that I must comply with all other lawful terms under my mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid my mortgage in full as required by my mortgage agreement may still be charged or collected and may result in a monetary judgment against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



## **AVISO AL DEUDOR HIPOTECARIO:**

Si ha perdido ingresos o han aumentado sus gastos durante la pandemia de COVID-19 y firma y entrega este formulario de declaración de adversidad a su acreedor hipotecario o a otra parte que haya iniciado una ejecución hipotecaria, a usted no se le someterá a una ejecución hipotecaria por lo menos hasta el 1 de mayo de 2021. Si su acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria le proporcionó este formulario, el acreedor hipotecario o la parte que inició una ejecución hipotecaria también debe proporcionarle una dirección postal y una dirección de correo electrónico a las que pueda enviar este formulario. Si ya se encuentra en medio de un procedimiento de ejecución hipotecaria, podrá entregar este formulario al tribunal. Debe conservar una copia o fotografía del formulario firmado para sus archivos. Usted aún debe la hipoteca impaga y las cuotas legales a su acreedor. También debe mantener un registro detallado de lo que ha pagado y de los importes que aún debe.

## **DECLARACIÓN DEL DEUDOR HIPOTECARIO DE PENURIA DEBIDA AL COVID-19**

Soy el(la) deudor(a) hipotecario(a) del inmueble situado en (dirección de la vivienda):

---

Incluyendo mi residencia principal, poseo, de manera directa o indirecta, diez o menos unidades de vivienda residencial. Estoy sufriendo adversidades financieras y no puedo pagar mi hipoteca en su totalidad por una o más de las siguientes causas:

1. Pérdida significativa de ingresos familiares durante la pandemia de COVID-19.
2. Aumento en los gastos propios necesarios para el desempeño de trabajos esenciales o relacionados con efectos sobre la salud de la pandemia de COVID-19.

3. Las responsabilidades de cuidado de menores o las responsabilidades de cuidar a un familiar anciano, discapacitado o enfermo durante la pandemia de COVID-19 han afectado negativamente mi capacidad o la capacidad de un integrante de mi hogar para obtener un empleo productivo o para obtener ingresos, o han aumentado mis gastos necesarios.
4. Los gastos de mudanza y la dificultad de conseguir otra vivienda me dificultan excesivamente mudarme a otra residencia durante la pandemia de COVID-19.
5. Otras circunstancias relacionadas con la pandemia de COVID-19 han afectado negativamente mi capacidad para obtener un empleo productivo o para obtener ingresos, o han reducido significativamente los ingresos de mi hogar, o aumentado significativamente mis gastos.
6. Uno o más de mis inquilinos han incumplido con la entrega de una cantidad significativa de sus pagos de alquiler desde el 1 de marzo de 2020.

En la medida en que he perdido ingresos de mi hogar o han aumentado mis gastos, la asistencia pública que he recibido desde el inicio de la pandemia de COVID-19, que incluye el seguro de desempleo, la asistencia para desempleo por pandemia, el seguro de incapacidad y la licencia familiar pagada, no compensa por completo la pérdida de los ingresos o el aumento de los gastos de mi hogar.

Entiendo que debo cumplir con todos los demás términos legales de mi contrato hipotecario. Además, entiendo que aún se pueden acumular o cobrar las cuotas legales, multas e intereses por no haber liquidado mi hipoteca según lo establecido en mi contrato hipotecario, y que pueden redundar en un fallo monetario en mi contra. Además, entiendo que mi acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria pueden iniciar una demanda de ejecución hipotecaria en mi contra a partir del 1 de mayo de 2021, si no liquido en su totalidad todos los pagos omitidos y parciales y las cuotas legales.

Firmado: \_\_\_\_\_

Nombre impreso: \_\_\_\_\_

Fecha firmada: \_\_\_\_\_

**AVISO:** Está firmando y enviando este formulario bajo pena de ley. Esto significa que es ilegal hacer a sabiendas una declaración falsa en este formulario.