

**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 the following restrictions shall apply to the conduct of residential eviction matters before the New York State courts:

1. Stay of Pending Residential Eviction Proceedings: Any residential eviction proceeding pending on December 28, 2020, including eviction proceedings filed on or before March 7, 2020, and any residential eviction proceeding commenced on or before January 27, 2021, shall be stayed for sixty days (Act, Part A, §2). Notwithstanding the foregoing, a pending or newly-filed proceeding in which a petitioner has alleged that a tenant is persistently and unreasonably engaging in behavior that substantially infringes upon the use and enjoyment of other tenants or occupants, or causes a substantial safety hazard to others, may continue to be heard in accordance with the Act (Act, Part A, §§9, 9[5]).
2. Requirement of Additional Affidavits in Newly-Commenced Proceedings: No court shall accept for filing any petition or other commencement papers in an eviction proceeding unless those papers include affidavits as required by Part A, §5 of the Act.
3. Bar on Issuance or Enforcement of Default Judgments: Prior to May 1, 2021, no court shall issue a default judgment authorizing an eviction in a residential eviction matter, or authorize the enforcement of an eviction pursuant to a default judgment, without first holding a hearing upon motion of the petitioner (Act, Part A, §7).
4. Stay of Execution of Warrants in Residential Eviction Proceedings: In any residential eviction proceeding in which a warrant of eviction has been issued but has not yet been executed as of December 28, 2020, execution of the warrant shall be stayed until the court has held a status conference with the parties (Act, Part A, §8[a][i]).
5. Prior Judgments Based on Objectionable or Nuisance Behavior: If the court has awarded judgment against a respondent on or prior to December 28, 2020 on the basis of objectionable or nuisance behavior, the court shall hold a hearing to determine whether the tenant is continuing to persist in engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes substantial safety hazard to others (Act, Part A, §9[2]).

All residential eviction proceedings shall be conducted as required by the further provisions of the Act.

This order shall take effect immediately and shall remain in effect through May 1, 2021.



Chief Administrative Judge of the Courts

Dated: December 30, 2020

AO/340/20

EXHIBIT C



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 and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes a substantial safety hazard to others.

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

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



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

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

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

- A. I am experiencing financial hardship, and I am unable to pay my rent or other financial obligations under the lease in full or obtain alternative suitable permanent housing because of one or more of the following:
1. Significant loss of household income during the COVID-19 pandemic.
 2. Increase in necessary out-of-pocket expenses related to performing essential work or related to health impacts during the COVID-19 pandemic.
 3. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member during the COVID-19 pandemic have negatively affected my ability or the ability of someone in my household to obtain meaningful employment or earn income or increased my necessary out-of-pocket expenses.
 4. Moving expenses and difficulty I have securing alternative housing make it a hardship for me to relocate to another residence during the COVID-19 pandemic.
 5. Other circumstances related to the COVID-19 pandemic have negatively affected my ability to obtain meaningful employment or earn income or have significantly reduced my household income or significantly increased my expenses.

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

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

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

Signed: _____

Printed name: _____

Date signed: _____

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



AVISO AL INQUILINO:

Si ha perdido sus ingresos o han aumentado sus gastos durante la pandemia COVID-19, o si mudarse le arriesgaría a usted o a un integrante de su hogar a una enfermedad grave o muerte por COVID-19 debido a afecciones subyacentes, al firmar y entregar esta declaración de penuria a su casero, no le pueden desalojar hasta por lo menos el 1 de mayo del 2021 por impago de alquiler o por tenencia después del vencimiento del contrato de alquiler. Aún le pueden desalojar por incumplimiento de su contrato de alquiler al persistentemente comportarse de manera irrazonable que infringe sustancialmente en el uso y disfrute de los otros inquilinos u ocupantes o causa un riesgo sustancial para los demás.

Si su casero le ha proporcionado este formulario, también deberá proporcionarle una dirección postal y una dirección de correo electrónico donde podrá devolver este formulario. Si su casero ya ha comenzado una acción de desalojo en su contra, en cualquier momento podrá devolver este formulario o a su casero, al tribunal o ambos. Aún le deberá el alquiler impago al casero. Mantenga un registro preciso de sus pagos y lo que todavía debe.

Si vive en la ciudad de Nueva York visite: www.nycourts.gov/evictions/nyc/ o llame al 718-557-1379 para obtener más información sobre recursos legales disponibles o si vive fuera de la ciudad de Nueva York visite: www.nycourts.gov/evictions/outside-nyc/ o llame al colegio de abogados local o proveedores de servicios legales. Pueden haber servicios disponibles para ayudarle con su alquiler, comuníquese con su oficina local de vivienda.



DECLARACIÓN DE PENURIA DEL INQUILINO DURANTE LA PANEDMIA DEL COVID-19

Soy el inquilino(a), ocupante legal, u otra persona responsable por los pagos de alquiler, el uso y la ocupación u otra obligación financiera bajo el contrato de arrendamiento o tenencia en (dirección de la unidad de vivienda):

INDIQUE A CONTINUACIÓN SU CALIFICACIÓN PARA LA PROTECCIÓN CONTRA EL DESALOJO AL SELECCIONAR LA OPCIÓN “A”, “B” O AMBAS

- A. Tengo dificultades económicas y no puedo pagar en su totalidad mi alquiler u otras obligaciones bajo el contrato de alquiler ni puedo obtener vivienda permanente, alterna y adecuada debido a una o más de las siguientes razones:
1. Perdida significativa de ingresos del hogar durante la pandemia COVID-19.
 2. Aumento en gastos corrientes necesarios relacionados con la realización de trabajo esencial o relacionados con el impacto sobre la salud durante la pandemia COVID-19.
 3. Las responsabilidades de cuidado diurno para menores o el cuidado de familiares ancianos, discapacitados o enfermos durante la pandemia COVID-19 han impactado negativamente sobre mi capacidad o la capacidad de otros integrantes del hogar de obtener empleo significativo, ganar ingresos, o han aumentado los gastos.
 4. Es difícil mudarme debido a los gastos de mudanza y la dificultad en conseguir una vivienda alterna u otra residencia durante la pandemia COVID-19.
 5. Otras circunstancias relacionadas con la pandemia COVID-19 han impactado negativamente mi capacidad de obtener empleo significativo o ganar ingresos o los ingresos del hogar han reducido significativamente o han aumentado significativamente mis gastos.

En la medida en que he perdido ingresos en el hogar o han aumentado los gastos, el ingreso recibido, sea por asistencia pública, incluso el seguro de desempleo, asistencia por desempleo por causa de la pandemia, el seguro por discapacidad o la licencia familiar pagada, que haya recibido desde el comienzo de la pandemia COVID-19 no compensa en su totalidad la pérdida de ingresos del hogar o el aumento de los gastos.

- B. Desocupar la instalación y mudarme a una nueva vivienda permanente presentaría un grave riesgo a mi salud o a la salud de un integrante del hogar a enfermedad grave o muerte por COVID-19 debido a ser mayor de 65 años, una discapacidad o afecciones subyacentes, que puede incluir, entre otros, estar inmunodeprimido.

Entiendo que debo cumplir con todos los demás términos legales de mi contrato de alquiler y tenencia o contrato semejante. Además, entiendo que los honorarios, multas o intereses legales por impago total de alquiler o por no haber cumplido con otras obligaciones financieras según requerido por mi tenencia, contrato de alquiler o contrato semejante aún podrán cobrarse y resultar en un fallo monetario en mi contra. Además, entiendo que mi casero puede solicitar el desalojo después del 1 de mayo del 2021 y que la ley puede proporcionarle, en ese momento, ciertas protecciones independientes disponibles a través de esta declaración.

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.