



What to Expect: Housing Court, Eviction Moratoria & Rental Relief

FEBRUARY 17, 2021 | 9:30 A.M.

MODERATED BY KELLY FARRELL, ESQ. AND OLGA SOMERAS, ESQ.

AGENDA

OPENING REMARKS, by RSA General Counsel Olga Someras, Esq.

MEMBERS' GREETING, by RSA Director of Membership Michael Tobman, Esq.

Part I: THE COVID-19 EMERGENCY EVICTION AND FORECLOSURE PREVENTION ACT
Neil Sonnenfeldt, Esq., Gutman Mintz Baker & Sonnenfelt LLP

Part II: COVID-19 RENT RELIEF
Marina M. Theodoris, Esq., Kossoff PLLC

TEN MINUTE BREAK

Part III: WHAT TO EXPECT WHEN COURTS OPEN UP AGAIN
Ramona Goodman, Esq., Novick, Edelstein, Pomerantz PC, and
Philip A. Rosen, Esq., Horing, Welikson & Rosen PC

Q & A

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WILL BE AVAILBLE FOR DOWNLOAD AFTER THE SEMINAR**



**PART I
MATERIALS**

THE COVID-19 EMERGENCY EVICTION AND FORECLOSURE PREVENTION ACT

**PRESENTED BY NEIL SONNENFELDT, ESQ.
GUTMAN, MINTZ, BAKER & SONNENFELDT LLP**

Neil Sonnenfeldt is a senior partner with the law firm of Gutman Mintz Baker and Sonnenfeldt. He graduated Brooklyn Law School in 1981 and joined the fledgling firm of Gutman and Mintz in 1982. He has specialized in landlord tenant litigation and related matters in the New York City and metropolitan area courts for the past 39 years and during that time has been a speaker at various CLE and trade functions while participating in different professional organizations. He was a member of the prestigious 2017 Chief Judges Special Commission on the Future of the NYC Housing Court and has since engaged actively with the Court Administration to implement the Commission's recommendations and to discuss thoughts and suggestions regarding the plethora of new laws and orders surrounding the pandemic. He is currently co- chair of the New York County Landlord Tenant Bar Association as the landlord's Bar representative and has offered to discuss today the Covid-19 Emergency Eviction and Foreclosure Protection Act passed by the New York State Legislature on 12/28/20 as well as related legislation and orders.

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HSTPA of 2019 Summary

Strengthening New York State Rent Regulations

The Housing Stability and Tenant Protection Act of 2019



Highlights of the Housing Stability and Tenant Protection Act of 2019

- The following document contains a brief overview of New York's rent regulation laws and changes to these laws under the new HSTPA
- Fact Sheets that are noted throughout the document can be found on our website, here: hcr.ny.gov/rent-laws-updates
- For additional information on tenant and owner rights and responsibilities under New York's rent regulation laws, visit: hcr.ny.gov/office-rent-administration-ora



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What is Rent Regulation?

- A number of communities in New York State have rent regulation programs known as rent control and rent stabilization
- These programs are administered by HCR's Office of Rent Administration
- Rent regulation is intended to protect tenants in privately-owned buildings from illegal rent increases and allow owners to maintain their buildings and realize a reasonable profit
- Rent control generally applies to buildings constructed before 1947
- Rent stabilization covers buildings built after 1947 and before 1974, and apartments removed from rent control
- Outside New York City rent stabilization is also known the Emergency Tenant Protection Act (ETPA)

What is the Housing Stability and Tenant Protection Act (HSTPA)?

On June 14th, 2019 Governor Cuomo signed the HSTPA which provided a series of historic reforms to the rent laws, including:

- Makes the laws permanent
- Establishes rent stabilization as an option for localities statewide
- Repeals high rent vacancy deregulation and high income deregulation
- Repeals vacancy decontrol and longevity increases
- Makes preferential rent the base rent for duration of the tenancy
- Limits MCI rent increases and IAI rent increases
- Reforms rent increase system for rent control tenants
- Establishes stronger tenant protections statewide with changes to security deposits and eviction guidelines
- Bans owners from refusing leases to tenants who have been involved in housing court cases
- Limits rent increases in manufactured home parks



February 19, 2020

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2019 Rent Law Changes



Homes and
Community Renewal

High Rent / High Income Decontrol: Repealed

Pre-2019 Law

- Due to Rent Reform Act of 1997, landlords could permanently deregulate apartments not subject to tax benefits/regulation (e.g. 421-a/J-51) when the legal rent crossed the decontrol threshold
- Upon vacancy, when the legal rent of the outgoing tenant was above the decontrol threshold (currently \$2,744/month in NYC, indexed to RGB increases), the unit was no longer rent stabilized
- Without a vacancy, if legal rent crosses the decontrol threshold AND combined income of tenants in an apartment is greater than \$250,000 for two consecutive calendar years, the unit was no longer rent stabilized



HSTPA of 2019

Eliminates the decontrol threshold

- Landlords can no longer deregulate apartments due to high rent or high income

UPDATED FACT SHEET #26



**Homes and
Community Renewal**

Vacancy and Longevity Increase: Repealed

Pre-2019 Law

Landlords were entitled to the following upon vacancy:

- Vacancy Increase:
 - 20% increase upon vacancy
 - Available once per calendar year
- Longevity Increase:
 - Available if the apartment had been occupied for at least 8 years since a vacancy
 - If applicable, the legal rent could be increased by 0.6% per year that elapsed since the prior vacancy



HSTPA of 2019

Eliminates Vacancy Increase

- Landlords can only increase legal rents by RGB

Eliminates Longevity Increase

- Landlords can only increase legal rents by RGB regardless of how long a tenant is in occupancy

UPDATED FACT SHEET #26



**Homes and
Community Renewal**

Preferential Rents: Becomes effective rent for term of tenancy

Pre-2019 Law

- A landlord could choose to offer a tenant a rent that is less than the legal registered rent, called a preferential rent
- This preferential rent was not permanent for the duration of the tenancy
- Preferential rent could be revoked upon lease renewal and the rent can be raised to any amount up to the legal rent – leading to increases well above RGB guidelines and other legal increases



HSTPA of 2019

Preferential rent operates as the legal rent for the life of the tenancy

- Preferential rent cannot be raised to legal rent upon lease renewal
- Upon vacancy, the landlord can charge the legal rent, provided the prior tenant did not vacate because the owner failed to comply with the warranty of habitability

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**Homes and
Community Renewal**

Major Capital Improvements (MCIs): Retained but substantially modified to limit impacts on rent increases

Pre-2019 Law

- Landlords were entitled to a permanent legal rent increase for certain capital work performed for building-wide improvements with ORA approval
- The MCI rent increase was based on the actual and verified cost of the work, amortized over 8 or 9 years, depending on building size
- The MCI rent increase was capped at 6% per year to slow the impact on the tenant's rent
- Landlords could also temporarily collect a retroactive increase to cover the period between application date and approval date



HSTPA of 2019

MCI's are no longer permanent

Rent increase cap is reduced

- From 6% to 2% in NYC
- From 15% to 2% in ETPA counties
- The 2% cap applies prospectively to MCIs that became effective in the last seven years
- Buildings with 35 or fewer units are amortized over 12 years, buildings with more than 35 units are amortized over 12 ½ years
- Allowable costs will be based on a reasonable cost schedule created by HCR.

UPDATED FACT SHEETS #26, 33, 35



**Homes and
Community Renewal**

Individual Apartment Improvements (IAIs): Retained but substantially modified to limit impacts on rent increases

Pre-2019 Law

- Landlords were entitled to a permanent legal rent increase for IAIs
- IAIs permitted upon vacancy (when most are completed) with no caps on cost
- Under certain circumstances, IAIs permitted with consent for occupied apartments
- IAI rent increase was amortized over 3 or 5 years depending on building size
- IAIs are not filed with, reviewed, or approved by ORA



HSTPA of 2019

IAI spending is capped

- Maximum is \$15,000 over a 15-year period;
- No more than three IAIs can be charged during this 15-year period

IAIs are no longer permanent;

- Burn off after 30 years
- Increases not allowed where the apartment has outstanding hazardous or immediately hazardous violations
- HCR to create a centralized database

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**Homes and
Community Renewal**

Rent Control: Eliminate Maximum Base Rent (MBR) formula and align with Rent Stabilization

Pre-2019 Law

- Rent increases in rent-controlled apartments were set according to the MBR formula
- Annual increases for rent controlled apartments were capped at 7.5% per year; significantly higher than what is typically permitted for rent stabilized apartments
- Landlords must apply for MBR vs. rent stabilization increases which are automatically available



HSTPA of 2019

- Maximum Collectible Rent increases will now be the average of the five most recent Rent Guidelines Board annual rent increases for one-year renewal leases
- For 2019 this annual increase will be .85%
- Fuel pass-along charges are repealed and landlords must apply

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**Homes and
Community Renewal**

Additional Changes: No Sunset & Extended lookback periods

Pre-2019 Law

- Rent regulation laws had a sunset date (renewed every four to eight years)
- Only municipalities with self-declared housing emergencies in Nassau, Rockland, and Westchester counties can opt-in
- Tenant rent overcharge complaints had a four-year lookback period; period that landlords may be liable for treble damages is two years



HSTPA of 2019

- No sunset established; laws do not expire automatically
- Geographic limitations lifted so municipalities state wide can opt-in
- Lookback extended to six years; landlords advised to maintain records for at least six years but implicitly longer; treble damage liability period extended to six years and exemptions tightened



HSTPA removed the geographic limitation of ETPA All municipalities in the state can opt-in to Rent Stabilization

- Each locality must conduct a survey to determine the existence of an emergency
 - To declare an emergency there must be a rental vacancy of <5% for any class of rental accommodations
 - Must be in a six or more unit building built before 1974
- County Rent Guidelines Board will be established
- The County RGB sets rates for rent adjustments in the localities that have declared an emergency
- Rates set once a year and are effective for leases beginning on or after Oct. 1st
- Initial legal rents will be registered based on current rent
- Locality pays the cost of rent regulation and can charge owners up to \$20 annually per registered unit

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**Homes and
Community Renewal**

What Obligations do Landlords Have to Tenants Under ETPA?

- **Landlords are required to submit documentation** to HCR each year including registration statements for rent regulated apartments
- **Landlords are limited to increasing rents** by the percentages set by the Rent Guidelines Board each year
- **Landlords are generally obligated to offer one or two-year renewal leases** to each tenant prior to expiration of the current lease
- **Landlords are required to maintain their rent regulated apartments** in accordance with standards set forth in the ETPA, in addition to local building and housing maintenance laws

If a landlord fails to follow rent stabilization law, tenants can file cases with the Office of Rent Administration

Statewide Housing Security and Tenant Protection Act of 2019: Benefits to All Tenants

- Bans use of tenant screening bureaus, which prevent tenants who've challenged unfair landlords from finding apartments
- Prohibits landlords from evicting tenants for filing complaints on code violations
- Limits security deposits to one month's rent and provides required procedures to ensure the landlord promptly returns the security deposit
- Includes a wide variety of protections for tenants during the eviction process, including strengthening protections against retaliatory evictions
- Creates the crime of unlawful eviction, where a landlord illegally locks out or uses force to evict a tenant
- Requires landlords to provide notice to tenants if they intend to increase the rent more than five percent or do not intend to renew the tenants' lease
- Provides tenants more time in eviction proceedings to get a lawyer, fix violations of the lease, or pay rent owed
- Expands the ability of the court to stay an eviction for up to one year if the tenant cannot find a similar suitable dwelling in the same neighborhood after due and reasonable efforts or the eviction would cause extreme hardship

For more information

<https://ag.ny.gov/consumer-frauds/housing-issues>



NEW YORK
STATE OF
OPPORTUNITY.

Homes and
Community Renewal

Protections for Tenants and Owners of Manufactured Homes

New and expanded protections for owners and tenants of manufactured homes in manufactured home parks

- **Annual rent increases capped at 3%**
- **Two-years notice of evictions** proceedings due to change of use
- **Park owners must provide a stipend up to \$15,000** to homeowners who must move due to change of use
- **Late fees are now limited to 3%** of the delinquent payment
- **Park owners must provide Bill of Rights**, detailing owner's and tenant's rights
- **Home owners must be offered an annual lease** for site rental
- **Park owners are barred from collecting attorneys' fees** from a homeowner due to breach of lease



Manufactured Home Rent-to-Own Contracts

Rent-to-own contract must be in writing and clearly state all terms of the agreement

What is a Rent-to-Own Contract?

An agreement between a park owner and Manufactured Home renter under which the renter will eventually become the owner of the home they are renting

How Does the Law Protect Renters in Rent-to-Own Contracts?

- The contract must include a description of the home and all relevant information such as serial number, year manufactured, and site or lot number

- The contract must include:
 - A complete description of any payments made (rent amount, rent-to-own payment, etc)
 - The length of the agreement
 - The number of payments
 - The annual percentage rate and finance charges
 - Any additional fees



Operationalizing the Law: NYS Rent Connect

In 2019, HCR created portals dedicated to both tenants and owners to simplify interactions with HCR's ORA

Tenants and Owners
can complete
Applications Online:

- Lease issues
- Overcharge complaints
- Defective conditions
- Owner registration

MCI Cases

- File responses to open MCI cases online
- Estimate impact of MCI increase on monthly rent using the **MCI Payment Estimator**

NYS Rent Connect
Assistant

- Easy access to records and forms
- Info on current rent increases
- General information and answers to questions

rent.hcr.ny.gov



Homes and
Community Renewal

**Outline of COVID Orders and Laws
Applicable to
Landlord and Tenant Law**

COVID Orders & Laws Applicable to Landlord and Tenant Law

GOVERNOR CUOMO EXECUTIVE ORDERS

Executive Order 202.8 (dated March 20, 2020) (continuing the stays in Executive Orders 202.8 until April 19, 2020);

- There shall be no enforcement of either an eviction of any tenant residential or commercial or a foreclosure of any residential or commercial property for a period of ninety days.

Executive Order 202.14 (dated April 6, 2020) (continuing the stays in Executive Orders 202.8 until May 7, 2020);

Executive Order 202.28 (dated May 7, 2020) (continuing the stays in Executive Orders 202.8, 202.14, and 202.28 until June 6, 2020);

- Sections 7-103, 7-107 and 7-108 of the General Obligations Law to the extent necessary to provide that:
 - Landlords and tenants or licensees of residential properties may, upon the consent of the tenant or licensee, enter into a written agreement by which the security deposit and any interest accrued thereof, shall be used to pay rent that is in arrears or will become due. If the amount of the deposit represents less than a full month rent payment, this consent does not constitute a waiver of the remaining rent due and owing for that month. Execution in counterpart by email will constitute sufficient execution for consent;
 - Landlords shall provide such relief to tenants or licensees who so request it that are eligible for unemployment insurance or benefits under state or federal law or are otherwise facing financial hardship due to the COVID-19 pandemic;
 - It shall be at the tenant or licensee's option to enter into such an agreement and landlords shall not harass, threaten or engage in any harmful act to compel such agreement;
 - Any security deposit used as a payment of rent shall be replenished by the tenant or licensee, to be paid at the rate of 1/12 the amount used as rent per month. The payments to replenish the security deposit shall become due and owing no less than 90 days from the date of the usage of the security deposit as rent. The tenant or licensee may, at their sole option, retain insurance that provides relief for the landlord in lieu of

the monthly security deposit replenishment, which the landlord, must accept such insurance as replenishment.

- Subdivision 2 of section 238-a of the Real Property Law to provide that no landlord, lessor, sub-lessor or grantor shall demand or be entitled to any payment, fee or charge for late payment of rent occurring during the time period from March 20, 2020, through August 20, 2020;
- There shall be no initiation of a proceeding or enforcement of either an eviction of any residential or commercial tenant, for nonpayment of rent or a foreclosure of any residential or commercial mortgage, for nonpayment of such mortgage, owned or rented by someone that is eligible for unemployment insurance or benefits under state or federal law or otherwise facing financial hardship due to the COVID-19 pandemic for a period of sixty days beginning on June 20, 2020.

Executive Order 202.38 (dated June 6, 2020) (continuing the stays contained within Executive Orders 202.8, 202.14, and 202.28 until July 6, 2020);

Executive Order 202.48 (dated July 6, 2020) (continuing the tolls in Executive Orders 202.8, 202.14, 202.28, and 202.38 through Aug. 5, 2020).

- The directive contained in Executive Order 202.28, as extended, that prohibited initiation of a proceeding or enforcement of either an eviction of any residential or commercial tenant, for nonpayment of rent or a foreclosure of any residential or commercial mortgage, for nonpayment of such mortgage, is continued only insofar as it applies to a commercial tenant or commercial mortgagor, as it has been superseded by legislation for a residential tenant, and residential mortgagor, in Chapters 112, 126, and 127 of the Laws of 2020 (Tenant Safe Harbor Act).

Executive Order 202.55 (dated August 5, 2020) (continuing the tolls in Executive Orders 202.8, 202.14, 202.28, 202.38 and 202.48 until September 4, 2020);

- Section 711 of the Real Property and Proceedings Law, Section 232-a of the Real Property Law, and subdivisions 8 and 9 of section 4 of the Multiple Dwelling Law, and any other law or regulation are suspended and modified to the extent that such laws would otherwise create a landlord tenant relationship between any individual assisting with the response to COVID-19 or any individual that has been displaced due to COVID-19, and any individual or entity, including but not limited to any hotel owner, hospital, not-for-profit housing provider, hospital, or any other temporary housing provider who

provides temporary housing for a period of thirty days or more solely for purposes of assisting in the response to COVID-19;

Executive Order 202.60 (dated September 5, 2020) (continuing the tolls in Executive Orders 202 up to and including 202.21, and 202.27, 202.28, 202.29, 202.30, 202.38, 202.39, 202.40, 202.48, 202.49, 202.50, as extended, and Executive Order 202.55 and 202.55.1 until September 4, 2020);

Executive Order 202.64 (dated September 18, 2020) (continuing the tolls in Executive Orders 202.28 and 202.48 until October 20, 2020);

- The directive contained in Executive Order 202.48, which modified the directive in Executive Order in 202.28 that prohibited the initiation of a proceeding or enforcement of an eviction of any commercial tenant for nonpayment of rent or a foreclosure of any commercial mortgage for nonpayment of such mortgage is continued through October 20, 2020.

Executive Order 202.66 (dated September 29, 2020) (continuing the Tenant Safe Harbor Act through January 1, 2020 and including holdovers and nonpayment);

- Chapter 127 of the laws of 2020 is modified to the extent necessary to prevent, for any residential tenant suffering financial hardship during the COVID-19 state disaster emergency declared by Executive Order 202, the execution or enforcement of such judgment or warrant, including those cases where a judgment or warrant of eviction for a residential property was granted prior to March 7, 2020, through January 1, 2021.

Executive Order 202.67 (dated October 5, 2020) (continuing the tolls in Executive Orders 202 up to and including 202.21, and 202.27, 202.28, 202.29, 202.30, 202.38, 202.39, 202.40, 202.48, 202.49, 202.50, 202.55 and 202.55.1, as extended, and Executive Order 202.60 until November 3, 2020);

- The directive contained in Executive Order 202.48, which modified the directive in Executive Order in 202.28 that prohibited the initiation of a proceeding or enforcement of an eviction of any commercial tenant for nonpayment of rent or a foreclosure of any commercial mortgage for nonpayment of such mortgage is continued through October 20, 2020.
- The suspension in Executive Order 202.8, as modified and extended in subsequent Executive Orders, that tolled any specific time limit for the commencement, filing, or service of any legal action, notice, motion, or other process or proceeding as prescribed by the procedural laws of the state,

including but not limited to the criminal procedure law, the family court act, the civil practice law and rules, the court of claims act, the surrogate's court procedure act, and the uniform court acts, or by any statute, local law, ordinance, order, rule, or regulation, or part thereof, is hereby continued, as modified by prior executive orders, provided however, for any civil case, such suspension is only effective until November 3, 2020, and after such date any such time limit will no longer be tolled.

Executive Order 202.70 (dated October 20, 2020);

- The directive contained in Executive Order 202.64, which modified the directive in Executive Order in 202.28 that relates to eviction of any commercial tenant for nonpayment of rent or a foreclosure of any commercial mortgage for nonpayment of such mortgage is continued through January 1, 2021.

Executive Order 202.71 (dated October 29, 2020) (continuing the suspensions and modifications of law contained in Executive Order 202.66 for another thirty days through November 28, 2020);

Executive Order 202.72 (dated November 3, 2020) (continuing the tolls in Executive Orders 202 up to and including 202.21, and 202.27, 202.28, 202.29, 202.30, 202.31, 202.38, 202.39, 202.40, 202.41, 202.42, 202.43, 202.48, 202.49, 202.50, 202.51, 202.52, 202.55, 202.55.1, 202.56, 202.60, 202.61, 202.62, 202.63, as continued and contained in Executive Orders 202.67 and 202.68 for another thirty days through December 3, 2020 except).

- Pursuant to Executive Order 202.67, the suspension for civil cases in Executive Order 202.8, as modified and extended in subsequent Executive Orders, that tolled any specific time limit for the commencement, filing, or service of any legal action, notice, motion, or other process or proceeding as prescribed by the procedural laws of the state, including but not limited to the family court act, the civil practice law and rules, the court of claims act, the surrogate's court procedure act, and the uniform court acts, or by any statute, local law, ordinance, order, rule, or regulation, or part thereof, is hereby no longer in effect as of November 4, 2020
- Sections 732 and 743 of the Real Property Actions and Proceedings Law are modified to the extent necessary to provide that the time to answer in any

summary eviction proceeding for nonpayment of rent that is pending on the date of the issuance of this Executive Order will be sixty days.

Executive Order 202.78 (dated November 27, 2020) (continuing the suspensions and modifications of law contained in Executive Orders 202.66 and 202.71 for another thirty days through December 27, 2020);

Executive Order 202.81 (dated December 11, 2020)-

- The directive contained in Executive Order 202.48, which modified the directive in Executive Order in 202.28, as continued by Executive Order 202.75 that prohibited the initiation of a proceeding or enforcement of an eviction of any commercial tenant for nonpayment of rent or a foreclosure of any commercial mortgage for nonpayment is hereby continued until January 31, 2021.

Executive Order 202.85 (dated December 27, 2020) (continuing the suspensions and modifications of law contained in Executive Orders 202.66, as continued and contained in Executive Order 202.71 and 202.78, for another thirty days through January 26, 2021).

Executive Order 202.87 (dated December 30, 2020) (continuing the suspensions and modifications of law contained in Executive Orders 202 up to and including 202.21, and 202.27, 202.28, 202.29, 202.30, 202.31, 202.38, 202.39, 202.40, 202.41, 202.42, 202.43, 202.48, 202.49, 202.50, 202.51, 202.52, 202.55, 202.55.1, 202.56, 202.60, 202.61, 202.62, 202.63, 202.67, 202.68, 202.72, as continued and contained in Executive Order 202.79 for another thirty days through January 29, 2021 and hereby temporarily suspend or modify the following from the date of this Executive Order through January 29, 2021).

Executive Order 202.90 (dated January 12, 2021) (continuing the suspensions and modifications of law, and any directives unless superseded, modified or otherwise expired, made by Executive Order 202 and each successor Executive Order to 202, and do hereby temporarily suspend or modify the following from the date of this Executive Order through January 29, 2021).

Executive Order 202.91 (dated January 23, 2021) (continuing the suspensions and modifications of law and any directives, unless superseded, modified or otherwise

expired, made by Executive Order 202 and each successor Executive Order to 202, for thirty days until February 22, 2021).

CARES ACT

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), enacted on March 27, 2020, includes moratorium provisions that protect the right of these borrowers and tenants to remain in their dwelling without facing the threat of immediate foreclosure and eviction.

Section 4022

Section 4022 of the CARES Act provides a moratorium on residential foreclosures for borrowers with federally backed mortgage loans.

- It provides foreclosure protections for borrowers with real property secured by federally backed mortgage loans. Pursuant to Section 4022(a)(2) a “federally backed mortgage loan” includes any loan which is secured by a first or subordinate lien on a residential real property (including individual units of condominiums and cooperatives designed principally for the occupancy of from 1- to 4- families that is:
 - (A) insured by the Federal Housing Administration under title II of the National Housing Act (12 U.S.C. 1707 et seq.);
 - (B) insured under section 255 of the National Housing Act (12 U.S.C. 1715z-20);
 - (C) guaranteed under section 184 or 184A of the Housing and Community Development Act of 1992 (12 U.S.C. 1715z-13a, 1715z-13b);
 - (D) guaranteed or insured by the Department of Veterans Affairs;
 - (E) guaranteed or insured by the Department of Agriculture;
 - (F) made by the Department of Agriculture; or
 - (G) purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.
- Borrowers who affirm they are experiencing a COVID-19 related hardship can request forbearance from their loan servicer of up to 180 days, which can be extended for an additional period of up to 180 days.
- Pursuant to Section 4022(b)(3), during a period of forbearance described in this subsection, no fees, penalties, or interest beyond the amounts scheduled or calculated as if the borrower made all contractual payments on time and in full under the terms of the mortgage contract, shall accrue on the borrower's account.
- Except with respect to a vacant or abandoned property, servicers may not initiate a foreclosure, move for judgment, or order a sale, or execute a foreclosure-related

eviction or foreclosure sale for not less than the 60-day period beginning on March 18, 2020.

Section 4023

- Under Section 4023(c) of the CARES Act, borrowers with a federally backed multifamily mortgage loan may request forbearance for up to 30 days, with two 30 day extensions.
- Under Section 4023(e), a tenant renting a dwelling unit within such multifamily property cannot be evicted for nonpayment of rent or charged late fees, penalties, or other charges during the forbearance period.

Section 4024

Section 4024 of the CARES Act provides a moratorium on evictions for residential tenants occupying a Covered Property which is defined as any property that participates in: (i) a covered housing program as defined in Section 41411(a) of the Violence Against Women Act of 1994; or (ii) the rural housing voucher program under section 542 of the Housing Act of 1949; or (iii) has a Federally backed mortgage loan or a Federally backed multifamily mortgage loan (including but not limited to mortgages backed by the Department of Housing and Urban Development (HUD), Department of Veterans Affairs (VA), Department of Agriculture (USDA), and the government-sponsored enterprises known as Fannie Mae and Freddie Mac).

- Section 4024 provides eviction protections for residential tenants occupying a Covered Property.
 - The covered properties are: Public housing; Section 8 Housing Choice Voucher program; Section 8 project-based housing Low-Income Housing Tax Credit (LIHTC) program; Section 202 housing for the elderly; Section 811 housing for people with disabilities; Section 236 multifamily rental housing; Section 221(d)(3) Below Market Interest Rate (BMIR) housing; HOME; Housing Opportunities for Persons with AIDS (HOPWA); McKinney-Vento Act homelessness programs; Section 515 Rural Rental Housing; Sections 514 and 516 Farm Labor Housing; Section 533 Housing Preservation Grants; Section 538 multifamily rental housing; and, USDA Rural Housing Choice Voucher program.
- A landlord of a Covered Property cannot file a new eviction proceeding for nonpayment of rent for 120 days beginning on March 27, 2020.
- Eviction proceedings that have already been filed are not affected.
- During the moratorium period, landlords may not charge fees, penalties, or other charges for nonpayment of rent.
- After the moratorium period, the landlord may not evict a tenant unless the landlord provides 30 days' notice.

CDC ORDER

CDC Order (85 FR 55292) in effect from September 4, 2020 through December 31, 2020 – Extended through January 31, 2021 and again until March 31, 2021.

- Declaration form that tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions to prevent the further spread of COVID-19 may use.
- To invoke the CDC's order these persons must provide an executed copy of the Declaration form (or a similar declaration under penalty of perjury) to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. Each adult listed on the lease, rental agreement, or housing contract should likewise complete and provide a declaration. The declaration requirements are set forth directly below:
 - I have used best efforts to obtain all available government assistance for rent or housing;
 - I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020-2021 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2020 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
 - I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses;
 - I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
 - If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
 - I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as

required by my tenancy, lease agreement, or similar contract may still be charged or collected.

- I further understand that at the end of this temporary halt on evictions on March 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state and local laws.
- Unless the CDC order is extended, changed, or ended, the order prevents these persons from being evicted or removed from where they are living through December 31, 2020. These persons are still required to pay rent and follow all the other terms of their lease and rules of the place where they live. These persons may also still be evicted for reasons other than not paying rent or making a housing payment.

The New York Tenant Safe Harbor Act

The Tenant Safe Harbor Act (S8192B), dated April 13, 2020, prevents entry of a judgment of possession for arrears that accrued during the pandemic and the Landlord is only entitled to a money judgment. ***However, the Tenant Safe Harbor Act was modified on September 29, 2020 by Executive Order 202.66 to include “the execution or enforcement of such judgment or warrant, including those cases where a judgment or warrant of eviction for a residential property was granted prior to March 7, 2020, through January 1, 2021.”

- “1. No court shall issue a warrant of eviction or judgment of possession against a residential tenant or other lawful occupant that has suffered a financial hardship during the COVID-19 covered period for the non-payment of rent that accrues or becomes due during the COVID-19 covered period.
- 2. (a) A tenant or lawful occupant may raise financial hardship during the COVID-19 covered period as a defense in a summary proceeding under article 7 of the real property actions and proceedings law.
- (b) In determining whether a tenant or lawful occupant suffered a financial hardship during the COVID-19 covered period, the court shall consider, among other relevant factors:
 - (i) the tenant's or lawful occupant's income prior to the COVID-19 covered period;

- (ii) the tenant's or lawful occupant's income during the COVID-19 covered period;
 - (iii) the tenant's or lawful occupant's liquid assets; and
 - (iv) the tenant's or lawful occupant's eligibility for and receipt of cash assistance, supplemental nutrition assistance program, supplemental security income, the New York State disability program, the home energy assistance program, or unemployment insurance or benefits under state or federal law.
- 3. This act shall not prohibit any court from awarding a judgment for the rent due and owing to a successful petitioner in a summary proceeding under article 7 of the real property actions and proceedings law. This act shall take effect immediately.”

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

The COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020 (“EEFP”), dated December 28, 2020:

- Pursuant to the EEFP, any eviction proceeding pending on the effective date of the EEFP (12/28/20) or commenced within 30 days of the effective date of the EEFP shall be stayed for at least 60 days unless the Nuisance Exception set forth in § 9 of the EEFP applies.
- The EEFP further provides that if a tenant provides a hardship declaration to Petitioner, Petitioner’s agent or the court, the court shall stay or continue to stay any further proceedings until at least May 1, 2021.
- This also applies to homeowners as well and the EEFP further provides that if a homeowner provides a hardship declaration to their mortgage lender or other foreclosing parties, the court/mortgage lender/other foreclosing parties, shall stay or continue to stay any further proceedings until at least May 1, 2021.

Prepared by:

Tamra Pelleman, Esq.

Gutman Mintz Baker & Sonnefeldt, LLP

Sample CDC Declaration



DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through March 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;¹
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020-2021 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2020 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³
- I understand that I must still pay rent or make a housing payment and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on March 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to state and local laws.

Even if you have provided a declaration to your landlord, the Order does not prevent your landlord from seeking a hearing if authorized by State or local law and in accordance with State or local court procedure.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant _____ **Date** _____

This data collection is mandatory. Public reporting burden of this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB Control Number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to CDC/ATSDR Reports Clearance Officer, 1600 Clifton Road NE, MS D-74, Atlanta, Georgia 30333; ATTN: PRA 0920-1303.

¹ "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

² An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

³ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate federal, state, or local occupancy standards and that would not result in an overall increase of housing cost to you.

CEEPA

STATE OF NEW YORK

9114

IN SENATE

December 24, 2020

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

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

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

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

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

25 PART A

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

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

37 3. "Tenant" includes a residential tenant, lawful occupant of a dwell-
38 ing unit, or any other person responsible for paying rent, use and occu-
39 pancy, or any other financial obligation under a residential lease or
40 tenancy agreement, but does not include a residential tenant or lawful
41 occupant with a seasonal use lease where such tenant has a primary resi-
42 dence to which to return to.

43 4. "Hardship declaration" means the following statement, or a substan-
44 tially equivalent statement in the tenant's primary language, in
45 14-point type, published by the office of court administration, whether
46 in physical or electronic written form:

47 "NOTICE TO TENANT: If you have lost income or had increased costs
48 during the COVID-19 pandemic, or moving would pose a significant health
49 risk for you or a member of your household due to an increased risk for
50 severe illness or death from COVID-19 due to an underlying medical
51 condition, and you sign and deliver this hardship declaration form to
52 your landlord, you cannot be evicted until at least May 1, 2021 for
53 nonpayment of rent or for holding over after the expiration of your
54 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/ or call 718-557-1379 if you
14 live in New York City or go to 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.

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

4 PART B

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

17 SUBPART A

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

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

29 (b) For purposes of this act, real property shall not include property
30 that is vacant and abandoned, as defined in subdivision 2 of section
31 1309 of the real property actions and proceedings law, which was listed
32 on the statewide vacant and abandoned property electronic registry, as
33 defined in section 1310 of the real property actions and proceedings
34 law, prior to March 7, 2020 and that remains on such registry.

35 Notwithstanding anything to the contrary, this act shall not apply to,
36 and does not affect any mortgage loans made, insured, purchased or secu-
37 ritized by a corporate governmental agency of the state constituted as a
38 political subdivision and public benefit corporation, or the rights and
39 obligations of any lender, issuer, servicer or trustee of such obli-
40 gations.

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

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

50 If your mortgage lender or other foreclosing party provided you with
51 this form, the mortgage lender or other foreclosing party must also
52 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 hard-
2 ship declaration in English, and, to the extent practicable, the
3 mortgagor's primary language, if other than English.

4 § 4. The foreclosing party shall include a "Hardship Declaration" in
5 14-point type, with every notice provided to a mortgagor pursuant to
6 sections 1303 and 1304 of the real property actions and proceedings law.
7 If the translation of the hardship declaration in the mortgagor's prima-
8 ry language is not available on the office of court administration's
9 public website, as provided by section nine of this act, it shall be the
10 foreclosing party's responsibility to obtain a suitable translation of
11 the hardship declaration in the mortgagor's primary language. Such
12 notice shall also include a mailing address, telephone number and active
13 email address the mortgagor can use to contact the foreclosing party and
14 return the hardship declaration.

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

21 § 6. No court shall accept for filing any action to foreclose a mort-
22 gage unless the foreclosing party or an agent of the foreclosing party
23 files an affidavit, under penalty of perjury:

24 (i) of service demonstrating the manner in which the foreclosing
25 party's agent served a copy of the hardship declaration in English and
26 the mortgagor's primary language, if other than English, with the
27 notice, if any, provided to the mortgagor pursuant to sections 1303 and
28 1304 of the real property actions and proceedings law, and

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

32 At the earliest possible opportunity, the court shall seek confirma-
33 tion on the record or in writing that the mortgagor has received a copy
34 of the hardship declaration and that the mortgagor has not returned the
35 hardship declaration to the foreclosing party or an agent of the fore-
36 closing party. If the court determines a mortgagor has not received a
37 hardship declaration, then the court shall stay the proceeding for a
38 reasonable period of time, which shall be no less than ten business days
39 or any longer period provided by law, to ensure the mortgagor received
40 and fully considered whether to submit the hardship declaration.

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

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

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

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

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

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

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

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

41 Signed:

42 Printed Name:

43 Date Signed:

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

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

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

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

9 SUBPART D

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

36 § 2. This act shall take effect immediately and shall expire May 1,
37 2021. This act shall be deemed to have been in full force and effect on
38 and after March 7, 2020.

39 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-
40 sion, section, item, subpart or part of this act shall be adjudged by
41 any court of competent jurisdiction to be invalid, such judgment shall
42 not affect, impair, or invalidate the remainder thereof, but shall be
43 confined in its operation to the clause, sentence, paragraph, subdivi-
44 sion, section, item, subpart or part thereof directly involved in the
45 controversy in which such judgment shall have been rendered. It is here-
46 by declared to be the intent of the legislature that this act would have
47 been enacted even if such invalid provisions had not been included here-
48 in.

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

52 § 4. Severability clause. If any clause, sentence, paragraph, subdivi-
53 sion, section or part of this act shall be adjudged by any court of
54 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.

**Sample CEEFPA Notice to Tenant
and Hardship Declaration
(including Spanish translation)**



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.

The E-mail Address to which you can return this form is declaration@gmbsslpc.com
The address to which you can mail this form is P.O. Box #397 New Hyde Park, NY 11040.
The phone number you can use in regards to this notification is (516) 775-6590



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.

La dirección de correo electrónico que puede utilizar para devolver este formulario es declaration@gmbsllp.com La dirección postal que puede utilizar para enviar este formulario es P.O. Box # 397 New Hyde Park NY 11040. El número de teléfono que puede utilizar con respecto a esta notificación es 516-775-6590



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: _____

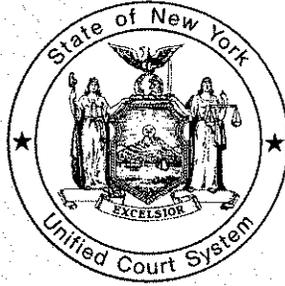
Nombre impreso: _____

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.

Service Area	Organization Name	Website	Telephone Number
BRONX	Bronx Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NAICA (Neighborhood Association of Inter-Cultural Affairs, Inc.)	https://www.naicany.org/	718-538-3344 ext: 100 or ext:117
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Bronx Defenders	https://www.bronxdefenders.org/	718-838-7878
	The Legal Aid Society	https://www.legalaidnyc.org/	718-991-4600
	Urban Justice Center - Safety Net Project	https://snp.urbanjustice.org/	646-602-5600
BROOKLYN	Brooklyn Legal Services Corporation A	https://bka.org/	718-487-2300
	Brooklyn Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	CAMBA Legal Services	https://camba.org/program/legalservices/	718-287-0010
	CoRe (Communities Resist)	https://communitiesresist.org/	646-974-8761
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	RiseBoro Community Partnership	https://www.riseboro.org/rb/empowerment/legal_services/	929-282-4126 ext: 1046 or 929-297-0215 ext: 1022
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Legal Aid Society	https://www.legalaidnyc.org/	718-722-3100
Urban Justice Center - Safety Net Project	https://snp.urbanjustice.org/	646-602-5600	
MANHATTAN	Goddard Riverside Law Project	https://goddard.org/programs/fighting-homelessness/goddardlawproject/	212-799-9638
	Housing Conservation Coordinators	http://www.hcc-nyc.org/	212-541-5996
	Lenox Hill Neighborhood House	https://www.lenoxhill.org/legaladvocacy	212-218-0503
	Manhattan Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NDS (Neighborhood Defender Service of Harlem)	https://neighborhooddefender.org/	212-876-5500
	NMIC (Northern Manhattan Improvement Corporation)	https://www.nmic.org/legal/	212-822-8300
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Legal Aid Society	https://www.legalaidnyc.org/	212-426-3000
QUEENS	Catholic Migration Services	https://catholicmigration.org/	347-472-3500
	JASA (Jewish Association for Services for the Aged)	https://www.jasa.org/services/legal	212.273.5359
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	Queens Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Legal Aid Society	https://www.legalaidnyc.org/	718-286-2450
STATEN ISLAND	CAMBA Legal Services	https://camba.org/program/legalservices/	646-973-1420
	Staten Island Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	The Legal Aid Society	https://www.legalaidnyc.org/	347-422-5333

**Sample CEEFPA Notice to
Mortgagor and Hardship
Declaration**



Index Number (if known/applicable): County and Court (if known/applicable):

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.

CEEFPA Outline

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

PART A: Eviction Proceedings

§ 2. Pending eviction proceedings: Shall be stayed for at least 60 days. Includes all cases pending as of the effective date of the act, or commenced within 30 days of the effective date of the act. The court shall issue an order directing a stay and shall mail the Respondent a Hardship Declaration.

§ 3. Pre-eviction notices: Hardship Declaration in 14 point type in the tenant's primary language shall be included with every rent demand, with any other written notice required by the lease or by law to be provided prior to the commencement of an eviction proceeding, and with every notice of petition served on a tenant.

- This means the Hardship Declaration must be served with the default notice, rent demand, notice to cure, notice to terminate, and notice of petition.
- The Hardship Declaration should be annexed to each notice served
- If the court has not published a translation of the Hardship Declaration in the tenant's primary language, it shall be the landlord's obligation to obtain and provide and include the language specified in the act.
- Submission of a Hardship Declaration, or a substantially equivalent statement, stays eviction until at least 5/1/21.

§ 4. Prohibition on initiation of eviction proceedings: No initiation of new proceedings against tenants who provide a Hardship Declaration until 5/1/21.

§ 5. Required affidavits:

- The following two affidavits are required at the time the petition is filed:
 1. Affidavit of service of the Hardship Declaration stating the manner of service and that the Hardship Declaration was in English and in the tenant's primary language if not English, with the rent demand and with any other written notice required by the lease or law, and,
 2. Affidavit attesting that at the time of filing, neither the petitioner nor any agent of the petitioner has received a Hardship Declaration, or if a Hardship Declaration was received, the affidavit must state that the tenant is 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.

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

- Upon accepting a petition for filing the court must determine whether a Hardship Declaration was served and annexed to the served notice of petition. If not, the court shall ensure that the Hardship Declaration is attached to such notice.
- Service of the notice of petition with the attached Hardship Declaration shall be made by personal delivery to the Respondent, unless such service cannot be made with due diligence, in which case service may be made under Section 735 of the RPAPL.
- If the court determines that the Respondent has not received a Hardship Declaration, then the court shall stay the proceeding for no less than 10 days to provide Respondent with the Hardship Declaration and allow an opportunity to respond.

§ 6. Pending proceedings: Where no warrants have been issued shall be stayed until at least 5/1/21 if the Respondent provides a Hardship Declaration.

- If the Hardship Declaration is provided to the Petitioner or agent, Petitioner shall promptly file it with the court, advising the court in writing of the index number of all relevant cases.

§7. Default judgments: Shall not be issued before 5/1/21 without first holding a hearing after the effective date of the act upon motion of the petitioner. Default judgments issued prior to the effective date of the act shall be vacated and the matter restored to the court calendar upon Respondent's request.

§ 8. Post warrant of eviction:

- If warrant has issued but not yet executed, the court shall stay the execution of the warrant at least until the court has held a status conference with the parties.
- If the tenant provides a Hardship Declaration prior to the execution of the warrant, execution shall be stayed until 5/1/21.
- Petitioner shall file Hardship Declaration with the court if received by Petitioner or Petitioner's agent.
- Issued warrants shall not be effective unless, in addition to complying with RPAPL 749, the warrant states that:

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

1. The tenant has not submitted a Hardship Declaration and that the tenant was properly served with a copy of the Hardship Declaration, listing the dates the tenant was served with the Hardship Declaration by the petitioner and the court, OR
 2. The tenant is not eligible for a stay because the court has found that the tenant is 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, with a specific description of the behavior.
- Warrant shall not be issued unless it complies with the above.

§ 9. Nuisance Exception: Stay provisions of this Act do not apply if the tenant is 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, provided:

- Pending eviction proceedings that have not alleged persistent and unreasonable nuisance behavior must be re-submitted with such allegations and comply with all notice and service requirements of the RPAPL and this act.
- Pending nuisance cases with issued judgments – the court must hold a hearing to determine whether the behavior continues.
- Allegations of behavior by the Petitioner or Petitioner’s agent shall be insufficient.

§ 10 Translation of Hardship Declaration: The office of court administration shall translate the Hardship Declaration into Spanish and the 6 most common languages in the city of NY, after Spanish, and shall be posted on the OCA website.

§ 11. Rebuttable presumption: Hardship Declaration creates a rebuttable presumption that the tenant is experiencing financial hardship, for purposes of establishing a defense under tenant safe harbor act.

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

PART B, SUBPART A: Foreclosure Proceedings

§ 1. This subpart applies to any action to foreclose a mortgage relating to residential real property, where the owner/mortgagor is a natural person and owns 10 or fewer dwelling units directly or indirectly. The 10 or fewer units may be in more than 1 property or building, if 1 of the 10 units includes the primary residence of the natural person requesting the relief and the remaining units are currently occupied by a tenant or are available for rent.

§3. Pending foreclosure proceedings shall be stayed for at least 60 days. Includes all cases pending as of the effective date of the act, or commenced within 30 days of the effective date of the act. The court shall issue an order directing a stay and shall mail the mortgagor a Hardship Declaration.

§4. The foreclosing party shall include a Hardship Declaration in 14 pt. type in the mortgagor's primary language with every notice provided to the mortgagor pursuant to sections 1303 and 1304 of the RPAPL.

§ 5. No initiation of new proceedings against mortgagors who provide a Hardship Declaration until 5/1/21.

§6.

- The following two affidavits are required at the time an action is filed:
 1. Affidavit of service of the Hardship Declaration stating the manner of service and that the Hardship Declaration was in English and in the mortgagor's primary language if not English, with the notice, if any, provided to the mortgagor pursuant to sections 1303 and 1304 of the RPAPL, and,
 2. Affidavit attesting that at the time of filing, neither the foreclosing party nor any agent of the foreclosing party has received a Hardship Declaration.
- Upon accepting a petition for filing the court must determine whether a Hardship Declaration was served and annexed to the served notice of petition. If not, the court shall ensure that the Hardship Declaration is attached to such notice.

COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020

- If the court determines that the mortgagor has not received a Hardship Declaration, then the court shall stay the proceeding for no less than 10 days to provide mortgagor with the Hardship Declaration and allow an opportunity to respond.

§ 7. Pending foreclosure actions where no judgment of sale has been issued shall be stayed until at least 5/1/21 if the mortgagor provides a Hardship Declaration.

- If the Hardship Declaration is provided to the Petitioner or agent, Petitioner shall promptly file it with the court, advising the court in writing of the index number of all relevant cases.

§ 8.

- If judgment of sale has issued but not yet executed, the court shall stay the execution of the warrant at least until the court has held a status conference with the parties.
- If the mortgagor provides a Hardship Declaration, execution of the judgment of sale shall be stayed until 5/1/21.
- The foreclosing party shall file Hardship Declaration with the court if received by foreclosing party or foreclosing party's agent.

§ 9. The office of court administration shall translate the Hardship Declaration into Spanish and the 6 most common languages in the city of NY, after Spanish, and shall be posted on the OCA website.

§ 10. Hardship Declaration creates a rebuttable presumption that the tenant is experiencing financial hardship, for purposes of establishing a defense under an executive order of the governor or other local or state law, order or regulation restricting actions to foreclose a mortgage against a mortgagor suffering from financial hardship during or due to the COVID-19 pandemic provided that the absence of a Hardship Declaration shall not create a presumption that a financial hardship is not present.

Prepared by:

Arianna Gonzalez-Abreu, Esq.

Gutman Mintz Baker & Sonnefeldt LLP



**PART II
MATERIALS**

COVID-19 RENT RELIEF: PROGRAMS AVAILABLE TO NEW YORK TENANTS

PRESENTED BY MARINA THEODORIS, ESQ., KOSSOFF PLLC

Marina Theodoris is a senior associate at Kossoff PLLC. Her practice focuses on representing commercial owners, residential landlords, and developers in complex landlord-tenant proceedings in Civil Court and Supreme Court, Article 7C ("Loft Law") litigation, and administrative proceedings with the Division of Housing and Community Renewal (DHCR) and Department of Housing Preservation and Development (DHPD). Ms. Theodoris also performs due diligence and analysis of buildings for buyers, sellers, and their investors and counsels her clients through the myriad of regulations governing multi-family buildings in New York City. Her legal experience is coupled with extensive hands-on experience managing multi-family buildings in New York City.

Ms. Theodoris earned her J.D. from Pace University School of Law, where she was also part of the Environmental Law Program, and her B.A. from New York University. She was admitted to practice law in the State Courts of New York in 2012. Ms. Theodoris is also fluent in Greek.

**RENT RELIEF DURING COVID-19:
PROGRAMS AVAILABLE TO
NEW YORK TENANTS**

Presented for the Rent Stabilization Association

February 17, 2021

**Presented By: Marina Theodoris, Esq.
Kossoff, PLLC**

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RENT RELIEF DURING COVID-19: PROGRAMS AVAILABLE TO NEW YORK TENANTS

This guide provides an overview of city, state, and federal rent relief programs and services available to New York tenants who have fallen behind on rent payments during the COVID-19 pandemic. This guide is intended to familiarize New York landlords with these programs so that landlords can advise tenants on applying and recover payment of rent arrears and rent from government subsidies.

NYC RENT RELIEF

1. HRA EMERGENCY ASSISTANCE GRANTS (aka “ONE-SHOT DEAL”)

- **Program Overview:** The one-shot deal emergency assistance program helps New Yorkers who cannot meet an expense, such as rent, utilities, and other housing costs, due to an unexpected event.
- **Who is Eligible:** Open to all New Yorkers experiencing financial difficulty regardless of their immigration status, if receiving public assistance, or have received a one-shot deal in the past. Co-ops, condos, mortgages, and property taxes might be eligible (liens will be required on certain properties as a condition of eligibility).
- **How to Apply:** Tenants can login to NYC’s ACCESS HRA’s website at <https://access.nyc.gov/>. There tenants will be directed to answer some questions to find out if they qualify for assistance. Qualifying tenants will be directed to the application to fill out online.
 - **Documents tenants will need to apply:** Generally, HRA will request the following information/documents from the tenant applying:
 - 1) Online application for Cash Assistance indicating that it is only for emergency assistance.
 - 2) Proof of current household income
 - Examples: Pay stubs for at least the last month
 - 3) Proof of rent owed
 - Examples: Rent demand, bills, rent ledgers, or letters from landlord
 - 4) Lease (in the applicant’s name)
 - 5) Birth certificate or social security card and photo ID for all members of the household
 - 6) Information relating to third-party commitments to help pay the rent
 - May be a letter from a friend or relative agreeing to help with the rent.

- **Documents tenants will NOT need to apply:** It used to be required to provide a Housing Court judgment, order or stipulation but HRA has waived this requirement and you do not have to have a pending housing court case to apply.
- HRA will issue the checks directly to the landlord or in certain cases to the Housing Court.
- **For More Information:** See Appendix 1 of fact sheet from the NYC Department of Social Services.
 - Visit HRA’s Cash Assistance website at <https://www1.nyc.gov/site/hra/help/cash-assistance.page>
 - Call HRA Infoline at 718-557-1399

2. FHEPS to STAY PROGRAM

* There are two (2) types of FHEPS rent subsidy programs:

1. **FHEPS to Stay**, discussed here, applies to current qualifying tenants seeking assistance with the payment of rent arrears and ongoing rent.
 2. **FHEPS to Move** applies to prospective tenants seeking to move to a new apartment within NYC or out of a shelter. Under this program, the city will pay landlord a \$4,300 bonus and a unit hold payment (if landlord agrees to accept a FHEPS client and not to lease the apartment to anyone else during a 30-day period), a 15% broker’s fee, first month’s rent in full and 3 months of subsidy paid up front, security deposit, and a voucher for up to an additional \$3,000 to cover any damages or rent arrears.
 - **For more information** on the FHEPS to Move program see Appendix:
 - Visit the FHEPS website at: <https://www1.nyc.gov/site/hra/help/fheps.page>
 - Call the Home Support Unit at 212-918-8176
- **Program Overview:** FHEPS to Stay is a rent supplement program for families who are in danger of losing their current housing and covers up to \$9,000 in rent arrears and a supplement going forward. The program may cover more than \$9,000 if it is determined it will keep a family in housing that will be stable and affordable going forward which will be decided on a case-by-case basis. Families do not have to be tenants of record as long as they reside in the apartment when the arrears accrued.
 - **Eligibility Requirements:** Tenant must be able to meet the following criteria in order to be eligible for the program:
 - Families must include either a child that is younger than 18 years old or younger than 19 years old and enrolled full-time in high school or a vocational or technical program or a pregnant woman;

- Families must either have an active Cash Assistance case or if in a shelter qualify for Cash Assistance once they leave the shelter; AND
- In the process of being evicted in NYC;
 - 1) HRA has not made clear (as it has with the One-Shot Deal) whether it has waived the requirement for there to be a pending Housing Court case.
- **How to Apply:** To apply, eligible tenants must find a FHEPS provider by calling 311 or 929-221-0043 to locate their local Homebase homelessness prevention office.
- **Documents tenants will need to apply:** Generally, the following information/documents will be requested from the tenant:
 - 1) FHEPS Application HRA-146a.
 - 2) Proof of current household income (for everyone over 18 years old)
 - Example: Pay stubs for the last 30 days
 - 3) Proof of residency at time of accrued arrears
 - Examples: Lease or Agreement, school records, phone/utility bills,
 - DMV records, bank statements
 - 4) Proof of rent owed
 - Examples: Rent demand, bills, rent ledgers, or letters from landlord
 - 5) Proof of “eviction”
 - Examples: Housing Court petition, judgment, order, or stipulation

FHEPS to Stay program, maximum rent allowed based on family size

Family Size *	Maximum CA Shelter Allowance **	Maximum Rent Allowed	Enhanced Maximum Rent (Based on Good Cause <u>ONLY</u>) ***
1	\$277	\$1,048	\$1,265
2	\$283	\$1,096	\$1,323
3	\$400	\$1,311	\$1,580
4	\$450	\$1,311	\$1,580
5	\$501	\$1,693	\$2,040
6	\$524	\$1,693	\$2,040
7	\$546	\$1,899	\$2,291
8	\$546	\$1,899	\$2,291
9	\$546	\$1,950	\$2,639
10	\$546	\$2,003	\$2,639

* Number of Family members in receipt of CA

** Based on the standard shelter allowances as of October 2019

*** There must be a good cause reason to apply the Enhanced Maximum Rent, which will be evaluated on a case-by-case basis. If the only reason is the landlord's unwillingness to lower the rent, documentation must be provided that the landlord (or his/her representative) was contacted and refused to reduce the rent to the "Maximum Rent Allowed."

- HRA will issue the checks directly to the landlord or in certain cases to the Housing Court.
- **For More Information:** See the Appendix 2 to 4 which include FHEPS facts sheets from HRA, the FHEPS application, and a list of Homebase offices, by borough, and respective contact information.
 - Visit the FHEPS website at <https://www1.nyc.gov/site/hra/help/fheps.page>
 - The FHEPS application can also be accessed online at <https://www1.nyc.gov/assets/hra/downloads/pdf/FHEPS/FHEPS-Application-HRA-146a.pdf>

3. OTHER AVAILABLE RESOURCES AND SERVICES

- **NYCHA’S COVID-19 RENT HARDSHIP POLICY:** For Section 8 tenants, NYCHA has relaxed its rent hardship policy so that a NYCHA tenant who has experienced an income reduction can immediately apply for an Interim Recertification online to lower tenant’s portion of the rent (as to equal no more than 30% of tenant’s income) and increase NYCHA’s portion of the rent. At this time, NYCHA is allowing voucher holders to self-certify their loss or decrease in income which means that supporting documents such as pay stubs and/or employer letter are not currently required to submit the Interim Recertification.
 - **How to Apply:** NYCHA tenants can apply for Interim Recertification as follows:
 - Visit the NYCHA Self-Service Portal at <https://selfserve.nycha.info> (the fastest way to submit request);
 - Call NYCHA’s Customer Contact Center at 718-707-7771 (and select menu option 55 when prompted); or
 - Contact the Property Management Office to request a paper application, which will be mailed to tenant.
 - **For More Information:**
 - Visit NYCHA’S website at <https://www1.nyc.gov/site/nycha/about/covid-19-resources.page>
 - Call NYCHA’s Customer Contact Center at 718-707-7771.
- **ADULT PROTECTIVE SERVICES (APS)** is a state mandated program that assists all adult New Yorkers (18 years old and older) who are mentally and/or physically impaired, who due to such impairment are unable to manage their own resources, carry out activities of daily life, or otherwise protect themselves from hazardous situations on their own, and who do not have anyone available who is willing and able to assist them. Assistance that can be offered by APS includes, but is not limited to, applications for payment of rental arrears.
 - **For Referrals:** Call APS Central Intake Referral Line at (212) 630-1853 or email apsrefer@hra.nyc.gov with the person’s name and contact information.

- **For More Information:**
 - Visit the APS website at <https://www1.nyc.gov/site/hra/help/adult-protective-services.page>
 - Call the APS office in your borough:
 - Brooklyn Borough Office: 718-722-4830 | 718-722-4812
 - Bronx Borough Office: 929-252-8500
 - Manhattan North Borough Office: 212-971-2727
 - Manhattan South Borough Office: 212-279-5794
 - Queens Borough Office: 718-883-8254
 - Staten Island Borough Office: 718-556-5846
- **HOMEBASE SERVICES** provides New Yorkers with various options to deal with housing instability, including access to rental assistance.
 - **For More Information:** See Appendix 4 which includes a list of Homebase offices, by borough, and respective contact information. The Homebase Services website can be accessed at <https://www1.nyc.gov/site/hra/help/homebase.page>

NY STATE RENT RELIEF

1. COVID RENT RELIEF PROGRAM & EXTENSION

- **Program Overview:** The NYS COVID Rent Relief Program was implemented over the summer, providing \$100 million towards rent relief for tenants who were financially impacted by COVID-19 –specifically those who experienced an increase in their “rent burden” during the 4-month period from April 1, 2020 through July 31, 2020. The program provides a one-time payment directly to the landlord covering the increased rent burden for up to 4 months. Payments are administered by the NYS Homes and Community Renewal (HCR).

A little over \$60 million in unused funding was still available after the first round of the application process this past summer. Therefore, the COVID Rent Relief Extension Program was implemented with expanded eligibility criteria so that additional tenants could apply. Under the extension program, HCR is also re-evaluating prior applications that were denied in the first round and will be issuing revised determination letters to applicants.

*Note: The application period for the extension program ended on February 1, 2021.

- **Eligibility Requirements:** In order to be eligible for rent relief under the COVID Rent Relief Extension Program, tenants have had to have satisfied all of the following criteria:
 - 1) Must be a renter and have a primary residence in New York State;
 - 2) Applicants must have lost income between April 1, 2020 to July 31, 2020;
 - 3) Before March 7, 2020 and at the time the application was submitted, household income must have been at or below 80% of HUD’s Area Median Income (AMI), adjusted for household size (See Appendix 6 for a chart detailing the income thresholds for applicants by household size and county); and
 - 4) Households must be “rent burdened” during the months they are applying for assistance between April 1, 2020 to July 31, 2020.
 - **Rent burdened**” is defined as paying more than 30% of monthly gross household income towards rent.
- **Subsidy Amount:**
 - The coverage period is only from April 1, 2020 to July 31, 2020.

- The rent subsidy only covers the *difference* between the tenant’s “rent burden” on March 1, 2020 and their “rent burden” for the months they are applying during the coverage period.
 - For applicants who paid less than 30% of their household income to rent on March 1, 2020, the subsidy will be sized to reduce their rent burden to 30% for the lowest month during the coverage period.
- **To Appeal:** An applicant can appeal denial of their application by filling out the form which is attached as Appendix 6 which can also be found online at <https://hcr.ny.gov/system/files/documents/2020/09/erra-appeal-form-english.pdf>.
- **For More Information:** See Appendix 5 to 7 for fact sheet from HCR, AMI chart, and appeal form.
 - Visit the COVID Rent Relief Program website at <https://hcr.ny.gov/rrp>
 - Applicants may contact the COVID Rent Relief Program Call Center to follow up on the status of their application by calling 833-499-0318 or by email to covidrentrelief@hcr.ny.gov.

FEDERAL RENT RELIEF

1. SECOND FEDERAL COVID-19 STIMULUS PACKAGE

- **Overview:** The United States Consolidated Appropriations Act of 2021 (“Federal Act”) was passed into law on December 21, 2020 and is the second federal Covid-19 stimulus. The Federal Act provides a total of \$25 billion nationwide for emergency rental assistance and to be distributed to states and localities on a formula basis to states and localities, which will then designate grantees to administer the program. \$1.3 billion is allocated to New York to fund rent relief.
- **Eligibility Criteria:** The Federal Act generally requires the following eligibility criteria to be met for a tenant to qualify for rent relief assistance:
 - 1) Household income must be at or below 80% of HUDs Area Median Income (AMI);
 - 2) At least one member of the household has qualified for unemployment benefits, experienced a reduction in income, or incurred other financial hardship due to COVID-19;
 - 3) At least one member of the household can demonstrate a risk of homelessness or housing instability.
 - Examples include rent arrears notice, eviction notice, or past due utility bills
 - 4) Priority will be given to households with an income that is at or below 50% of HUD’s AMI and at least one member of the household has been unemployed for at least 90 days before applying.
- The federal subsidy is limited to a total of 12 months of rent arrears with a possibility of an additional 3 months if the state administrator of the program deems it necessary to secure housing for applicants.
- In order to determine household income, either the household’s total income for 2020 or monthly income at the time of applying will be considered (monthly income must be recertified every 3 months).

2. NYS ADMINISTRATION OF FEDERAL FUNDS

- **Overview:** Currently pending before the New York State Legislature is a proposed bill entitled COVID-19 Emergency Rental Assistance Program of 2021 which sets forth additional criteria regarding the administration of the federal rent relief program and distribution of funds in New York.
- **Summary of Key Provisions of the proposed bill:**
 - **Eligibility Criteria:** All households, *regardless of immigration status*, will be eligible for assistance paying the rent and/or utilities if the household meets the following criteria:
 - 1) Tenant or occupant in their primary residence in NY State; and
 - 2) Household includes at least one individual who qualifies for unemployment or experienced a reduction in household income, incurred significant costs, or other financial hardship due directly or indirectly to COVID-19;
 - 3) Demonstrates risk of experiencing homelessness or housing instability; and
 - 4) Household income is at or below 80% of the AMI as adjusted for household size.
 - Income will be evaluated either by the household's total income for 2020 or the household's current monthly income at the time of application (if using monthly income, household will only be eligible for assistance for the months it meets the above statement criteria).
 - 5) At a minimum, priority will be given to households with an income that is at or below 50% of HUD's AMI and which at least one member of the household is and has been unemployed for at least 90 days on the application date.
 - In addition, suggested additional preferences include tenants of mobile homes or mobile home parks, victims of domestic violence, households applying jointly with landlord, households with eviction cases pending on or before February 1, 2021.

- The applicable AMI threshold based on family size in below Table.

50% and 80% of the Area Median Income by Family Composition

Family Size	50%AMI	80%AMI
1	\$39,800	\$63,680
2	\$45,500	\$72,800
3	\$51,200	\$81,920
4	\$56,850	\$90,960
5	\$61,400	\$98,240
6	\$65,950	\$105,520
7	\$70,500	\$112,800
8	\$75,050	\$120,080

- **Limitations re College Students:** Individual full-time college students or a household consisting only of full-time college students are NOT eligible for assistance *except* if they have established a separate household from their parents for at least 1 year from the application date and they are not claimed as dependent by their parents on their tax returns, then they may be eligible to apply.
- **Application Program to Be Made Available by March 1, 2021 for a period of at least 180 days:** The proposed bill directs the commissioner to make an application program available online by March 1, 2021, to allow applications to be accepted by telephone, and for the application period to remain open for a minimum of 180 days unless all available funding has been allocated prior to the expiration of 180 days.
- **Landlords Can Apply:** The proposed bill, allows landlords or owners to submit an application on behalf of a tenant or occupant owing rent provided the following:
 - Tenant signs the application;
 - Tenant is provided with the application;
 - Landlord uses payments solely to satisfy rental obligations; and
 - Landlord keeps tenant’s information and documentation confidential
- **Documents needed to apply:** The proposed bill suggests documents to be submitted with the application may include the following:
 - Signed lease
 - Pay stubs
 - Earnings statements

- Bank statements,
 - Tax records
 - W2 or 1099 Forms
 - E-pay application transaction history,
 - Written statements of former or current
 - Self-attestation by the applicant (if no other documentation is available)
- **Total Subsidy Amount:**
 - **12-Month Covered Period:** Applies towards rental and/or utility arrears accrued or prospectively for 12 months starting from March 13, 2020 to December 31, 2021.
 - **Maximum 15-month coverage:** Provides for an additional 3 months of rent and/or utility assistance if the application is received within the first 60 days of the application period.
 - The amount of the rent subsidy payment will be the *lesser* of:
 - The full monthly rent; or
 - 150% of the HUD Fair Market Rent as detailed in the Table.

Numbers below are 150% of the FMR for the New York HUD Metro Area, which consists of the following: all boroughs of New York City, Putnam and Rockland.

Year	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
2020	\$2,482.50	\$2,571.00	\$2,962.50	\$3,708.00	\$3,964.50
2021	\$2,640.00	\$2,705.50	\$3,079.50	\$3,897.00	\$4,176.00

- **Drawbacks for Landlords:**
 - **Restrictions on Evictions Proceedings:** If a tenant applies for coverage under this program, the landlord will have to wait to commence or proceed with a pending nonpayment proceeding *for rent arrears/rent during the covered period* unless or until a determination of ineligibility is made.
 - It is uncertain how long a landlord will have to wait for a determination on the application will be made.
 - **Landlord's Waivers:** Landlords who accept rental assistance payments from this program, agree to the following conditions:
 - Waive late fees; and
 - Not to raise the rent for 1 year after the first rental assistance payment from this program is received; and

- Not to evict tenant for expired lease or holdover for 1 year after the first rental assistance payment is received.
 - Exception carved out: If the apartment is located in a building with 4 or less units, landlord may refuse to extend the lease if the apartment is intended to be immediately occupied by owner or owner's family as primary residence.
- **Landlord might not directly receive the payments:** The proposed bill provides that if a landlord is uncooperative or cannot be located after 21 days, payments may be sent to tenant. Since landlord's participation in the program is voluntary, it is unclear how landlord will be contacted.
- **Notice Requirements:** The proposed bill directs the commissioner to create a notice informing potential applicants how to apply for the program. Unless there is a pending eviction proceeding (where the Court will mail the notice to the tenant), landlord must provide the notice in English and, to the extent practicable, tenant's primary language, with every rent demand, cure or termination notice, notice of petition, or any other notice required under the lease or by law.
- **When will New York begin the application process for federal rent relief?** It is anticipated that the application process in New York will become available by March 1, 2021 as per the Federal Act.
- **For More Information:** The proposed New York bill is included in Appendix 9.

APPENDIX

1. One-Shot Deal: Fact Sheet

EMERGENCY RENTAL ASSISTANCE GRANTS (ONE-SHOT DEALS)



WHAT IS A ONE-SHOT DEAL?

A request for emergency assistance to meet an urgent need of low-income New Yorkers. This assistance can be used to cover a number of situations. One of the most common uses of the one-shot deal is for rental assistance to prevent or forestall an eviction.

WHAT DO I NEED TO APPLY FOR A RENT OR MORTGAGE RELATED ONE-SHOT DEAL?

- If there is a court action, copies of any stipulations or court orders
** HRA does not require that you have a case in Housing Court.*
- You must submit an application for Cash Assistance, indicating that it is only for emergency assistance (see **How to Apply** section below)
**You do not have to be a Public Assistance recipient to receive a one-shot deal.*
- Rent demand, bills or letters from the landlord that show monthly rent breakdown and rent owed
- Documentation of current income for all members of the household
- Birth certificate or social security card and a photo ID for each adult in the household (required under federal/state law)
- Documentation of third-party commitments to help with the rent if necessary
**A family member or friend may agree to help you. They will need to sign that promise.*
- Lease (in the applicant's name)
- Co-ops, condos, mortgages, and property taxes are eligible (Liens will be required on applicable properties as a condition of eligibility)

WHAT ARE SOME THINGS THAT HRA CONSIDERS WHEN REVIEWING AN APPLICATION?

- The need for assistance and related documentation (i.e. COVID-19 job loss)
- Utilization of available resources to avoid arrears
- Affordability of housing
- Consideration of any special at-risk factors such as disability
- A viable future plan to pay rent going forward

HOW LONG DOES IT TAKE FOR APPROVAL?

Depending on the urgency of the case, it can take 30-45 days to receive a decision once all documents have been submitted; but a determination will be made in advance of a payment date specified in a court stipulation/order. If you do not receive a decision after 30-45 days or before a pay date, you can check case status on ACCESS HRA or call HRA InfoLine for information at **718-557-1399**.

HOW IS THE GRANT ISSUED?

Checks are issued directly to the landlord or Housing Court, where applicable.

WILL I HAVE TO REPAY?

Under state law, most people will have to pay HRA back at least some of the money, though clients receiving SSI are not required to repay emergency grants and certain kinds of arrears do not have to be repaid.

As part of the application process, if rent arrears are identified, clients are asked to sign a State-required repayment agreement at the time of application in ACCESS HRA. The determination notice will inform you whether or not the grant must be repaid under State law.

WHAT IF I RECEIVED A ONE-SHOT DEAL IN THE PAST?

You may apply for a one-shot deal even if you have had one in the past. If you had a one-shot deal that you did not pay back, you may have trouble getting another one. If you made payments, you will have a better chance. You will need to show HRA new reasons for falling behind.

FOR MORE INFORMATION

HRA InfoLine
718-557-1399

Housing Court Answers
www.housingcourtanswers.org

HOW TO APPLY USING ACCESS HRA

You can apply for a one-shot deal through the Cash Assistance application portal on ACCESS HRA. We do ask questions during the online application process in order to make sure that an emergency grant is not needed to ensure your financial security. Therefore, every ACCESS HRA Cash Assistance application starts with a series of emergency indicator questions.

To apply for a one-time emergency grant (one shot deal), you will need to take the following steps:

1. Visit **ACCESS HRA** and **log-in**
2. Select the **'Benefits'** link from the menu options on the homepage
3. Select **'Start a New Application'**
4. Select the **'Cash Assistance'** option in the **'Select Application'** page
5. Identify any applicable emergency indicators and click **'Next'**
6. Select the type of benefits you would like to apply for. The three options are: Cash Assistance, One Shot Deal, or Child Care without Cash Assistance (CILOCA)
7. Complete and submit the application
8. Follow instructions in the ACCESS HRA confirmation page and submit required documents using the ACCESS HRA Mobile App

Clients with an active Cash Assistance case can submit a special grant request for rent arrears via ACCESS HRA. To submit a Cash Assistance Special Grant Request, clients will need to:

1. Visit **ACCESS HRA** and **log-in**
2. Enter identifying information to **'Find My Case'** and link to your HRA case
3. Select **'View Case'** in the ACCESS HRA user home page
4. Select **'Request Special Grant,'** located on the left-hand side
5. Identify the special grant you are requesting, complete the request and submit
6. Follow instructions in confirmation and submit required documents using the ACCESS HRA Mobile App

2. FHEPS Fact Sheet

Family Homelessness & Eviction Prevention Supplement (FHEPS) Fact Sheet for Landlords

What is the Family Homelessness & Eviction Prevention Supplement (FHEPS)?

- FHEPS is a rent supplement for families who are moving from homeless shelters to stable housing, or who are in danger of losing their current housing.
- FHEPS helps ensure low-income NYC families can afford stable housing while landlords are compensated fairly.
- If you house a FHEPS tenant, you will receive rent payments directly from the New York City Human Resources Administration (HRA)
 - Part of the rent will be covered by the FHEPS supplement and part by the tenant's Cash Assistance shelter allowance.
 - If the tenant also has income, they will also pay a portion of their income as rent.

What are the two types of FHEPS?

The two types of FHEPS are:

- *FHEPS to Stay* – lets families stay in the home they currently live in. In addition to paying a rent supplement going forward, FHEPS to Stay can cover up to \$9,000 in rent arrears, and more in some cases.
- *FHEPS to Move* – lets families move to a different home if:
 - they have already lost their home.
 - they cannot stay in their current home.

What are the benefits to a landlord of having FHEPS tenants?

- Under FHEPS to Move, you will receive the first month's rent in full plus the next three months' rent supplement up front, as well as a security voucher.
- You will receive regular rent supplement payments from HRA **for up to five years**, and more if the tenant qualifies for an extension.
- If the family is leaving shelter (and only if the family is leaving shelter), the following will also be available:
 - A \$4,300 bonus.
 - A Unit Hold payment. A Unit Hold payment is an additional month's rent where a landlord agrees to accept a client and not lease the unit to anyone else during a 30-day period. Payment will not be made until lease signing or when the client moves in.
 - An enhanced broker fee of up to 15% of the annual rent.
- Under FHEPS to Stay, if you currently have a tenant with rent arrears who may be evicted, you can receive a payment of up to \$9,000 to cover the accrued rent arrears if they are approved for FHEPS.
 - Families do not have to be the tenants of record as long as they resided in the apartment when the arrears accrued.
 - Under some circumstances rent arrears payments may be issued for amounts greater than \$9,000 if it will keep a family in housing that will be stable and affordable going forward.
 - Decisions about payments greater than \$9,000 will be made on a case-by-case basis at the discretion of HRA and/or the State of New York.

What is the maximum rent for apartments FHEPS tenants can lease?

FHEPS Program Maximum Rent Chart						(as of October 2019)
Family Size	1	2	3	4	5	
Max Rent	\$1,265	\$1,323	\$1,580	\$1,580	\$2,040	
Family Size	6	7	8	9	10	
Max Rent	\$2,040	\$2,291	\$2,291	\$2,639	\$2,639	
<i>These maximum rents are available for FHEPS to Move cases. The tenant must be moving to a new apartment. The maximum available rent for FHEPS to Stay cases may be lower.</i>						

How much will I receive from the supplement?

The amount of a household's FHEPS rent supplement will depend on household income, the number of people in the household, and the current FHEPS program maximum rent and maximum FHEPS supplement amounts, which are indexed to the annual rent adjustments of the NYC Rent Guidelines Board. The amount of the household's FHEPS rent supplement is decided when the household's FHEPS application is approved by HRA.

The FHEPS rent supplement **may change** if:

- the number of people on a tenant's Cash Assistance case changes.
- the household's shelter allowance changes because of budgeting rules for Cash Assistance.
- the income of household members not on the Cash Assistance case changes.
- The NYC Rent Guidelines Board announces a rent adjustment to one-year lease renewals in rent-stabilized apartments.

The FHEPS rent supplement amount **will stop** if the tenant no longer has:

- a Cash Assistance case.
- a child under 18 years of age **OR** under 19 years of age who is a full-time student regularly attending a secondary school or the equivalent level of vocational or technical training.

In many but not all cases, once a household is enrolled in the FHEPS Rent Supplement Program, their entire rent will generally be paid to you through the shelter allowance on their household's Cash Assistance case and the FHEPS rent supplement amount.

How do I participate in the FHEPS program?

If you are a landlord or broker, please contact a Home Support Specialist with the Public Engagement Unit at **929-221-0047** or visit <http://nyc.gov/homesupportunit> to discuss how you can lease apartments with rental assistance programs.

Once I have a tenant in the FHEPS program, what resources are available if I need help?
HRA's Rental Assistance Call Center, reachable at 929-221-0043, can help both landlords and tenants with program information, payment inquiries, and aftercare referrals for tenants.

Are there any additional FHEPS requirements?

- In situations where the household leaves an apartment due to an eviction or move, you are required to notify HRA and return any overpayment.
- **Side Deals with Clients are Prohibited:** "Side deals," i.e., charging more than the rent amount set forth in the lease, is strictly prohibited. Your tenant will be responsible for paying any difference between the rent and the sum of the shelter allowance and the FHEPS supplement. You are not allowed to ask the tenant to pay you any more than this.

The information in this program description provides a general overview of the FHEPS rent supplement program. It is not intended to provide full details concerning the operation of the program.

3. FHEPS Application

Family Homelessness & Eviction Prevention Supplement A and B (FHEPS A and B) Application

1. Client Information

Head of Household's First Name _____ MI _____ Last Name _____

Current Mailing Address Street _____

City _____ State _____ Zip Code _____

Phone Number _____ Alternate Phone Number _____

Cash Assistance (CA) Case Number _____

Are you in a special assessment situation? Yes No

2. Reason for Application

Check one:

FHEPS to stay in your apartment

New FHEPS application to move to new apartment (*enter new address at bottom of page 1*)

Are you moving from an HRA or DHS Shelter? Yes No

If No, reason for move:

Move from one FHEPS apartment to another FHEPS apartment (*enter new address at bottom of page 1*)

Reason for move: (*Must include good cause to justify move*)

New apartment Address (if applicable)

Street _____

City _____ State _____ Zip Code _____

(Turn page)

2. Reason for Application (continued)

- FHEPS Modification:
- Change in Income
 - Change in Rent
 - Change in Household Composition
- Application to Restore FHEPS; Prior Approval Date: _____

3. Proof of Eviction Proceeding (only required if you are facing eviction or have been evicted)

Select the document(s) that is being used as proof of a past/present eviction proceeding:

- Proof of an eviction proceeding, such as a Housing Court petition, judgment, order, or stipulation.
- Foreclosure Proceeding. Notice of possession (or writ of assistance), judgment of foreclosure, or notice of petition and holdover.
- Proof of Court-Ordered or City Agency vacate order.
- Proof that the household has to leave the apartment for health and/or safety reasons as determined by a City agency.

Does someone in the CA household appear as a tenant of record on the documents used as proof?

- Yes (skip to section 4)
- No (proof of residency at the time of the eviction proceeding must be provided.)

Indicate documentation submitted as proof of residency at the time of the eviction proceeding:

- Lease or agreement
- DMV Records
- School Records
- Bank Statements
- Phone / Utility Bill
- Other (please indicate)

(Turn page)

4. People Who Will Live in the Apartment

List all people who will live in the apartment. Include any individuals who are not receiving Cash Assistance and any individuals who have not moved into the apartment yet (such as a roommate).

The person listed on line 1 should be the head of household.

No.	Last Name	First Name, MI	Date of Birth	Relationship to Head of Household
1				Self
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

(Turn page)

5. Income of People Who Will Live in the Apartment

If any person who will live in the apartment has income, please indicate in “Monthly Income” column below. Indicate the source of each individual’s income (e.g. CA, Supplemental Security Income (SSI), Job, Foster Care payments).

No.	Name	Monthly Income	Income Source(s)
1			
2			
3			
4			
5			
6			
7			
8			

6. Lease Information for Apartment to Receive FHEPS Supplement

Is there a current lease or agreement for this apartment? Yes No

If yes, what is the lease renewal date? _____

If yes, is this lease information for the current apartment or a new apartment? Current New

If there is no lease or if the lease or rental agreement expires in less than 1 year, you must explain or provide proof that you can stay in the apartment for at least 1 year after your application is approved. *(Enter explanation below)*

Is the applicant household named in the lease or agreement? Yes No

If No, please verify that each requirement below is met:

The tenant of record must have a lease or otherwise have residency rights for at least 12 months for the residence at the time of approval of the application; **and**, Yes No

The tenant of record must have an income below 200% of the Federal Poverty Level; **and**, Yes No

The applicant(s) must be named as co-tenant on the tenant of record’s lease, in a court stipulation, or in a written agreement with the tenant of record or landlord that grants residency rights for at least 12 months from the time of application. Yes No

(Turn page)

7. Rental Information

Total Monthly Rent \$ _____ (If FHEPS To Stay, also see Worksheet on p. 7.)

Is the apartment rent regulated, controlled or stabilized? Yes No

If yes, is the current rent a preferential rent? Yes No

If yes, what is the maximum legal rent? _____

If the household has a roommate, please provide proof of ability to pay rent and date residency will begin.

Residency Start Date: _____

List contribution(s) to Rent by individuals or organizations who are not part of the CA household. This includes roommates or other individuals who are not on CA, whether or not they live/will live in the apartment.

Name	Rent Contribution

8. Arrears (if arrears are not being requested, please skip to Section 9)

Total Rent Arrears Requested \$ _____ (see attached worksheets)

If total rent arrears requested are over \$9,000, please describe any special circumstances:

Is the applicant's name on the submitted eviction documentation? Yes No

If the applicant's name is not on the submitted eviction documentation, the applicant must submit proof of the family's portion of the accrued rent arrears for any period of time when the FHEPS family resided in the apartment.

Indicate documentation submitted as proof of residency at time of the accrued rent arrears:

- Lease or agreement
- DMV Records
- School Records
- Bank Statements
- Phone / Utility Bill
- Other (please indicate)

(Turn page)

8. Arrears (continued)

Are there arrears for a time period when the applicant was not living in the apartment?

Yes No

If yes, list the time period(s):

9. Applicant/Participant Agreement *(by signing below, you acknowledge that you have read, understood, and agree to the following)*

I agree that my full monthly rent is \$ _____ and that I owe my landlord the amount that my rent supplement and Cash Assistance (CA) grant does not cover.

I agree to inform the household member(s) who are not part of the CA case of their obligation to pay their share of the rent either directly to the landlord or to me as a contribution to household expenses.

I agree to have my rent supplement from HRA sent directly to my landlord and to report to my Job Center within 10 days if I learn that my landlord has changed or has a new mailing address.

I agree to report to my Job Center within 10 days and make an appointment with my preparer (if appropriate) within 10 days if anyone moves in or out of my home, if my income changes, if anyone is accepted for SSI, if the income of anyone else in my home changes (except for yearly cost of living increases) or if my rent changes. While this application is pending, I will report these changes to my preparer.

If I receive a rent supplement, I understand I cannot move without first obtaining written approval from NYC HRA for the move. I understand that I must complete a new application.

If I am requesting arrears, I acknowledge that the preparer explained and completed the necessary worksheets for me.



Applicant/Participant Signature

Date

10. Preparer Information

Worker Name _____

Location _____

Telephone Number _____ Extension (if any) _____

(Turn page)

11. FHEPS To Stay Worksheet

Family Size *	Maximum CA Shelter Allowance **	Maximum Rent Allowed	Enhanced Maximum Rent (Allowed Based on Good Cause ONLY) ***
1	\$277	\$1,048	\$1,265
2	\$283	\$1,096	\$1,323
3	\$400	\$1,311	\$1,580
4	\$450	\$1,311	\$1,580
5	\$501	\$1,693	\$2,040
6	\$524	\$1,693	\$2,040
7	\$546	\$1,899	\$2,291
8	\$546	\$1,899	\$2,291
9	\$546	\$1,950	\$2,639
10	\$546	\$2,003	\$2,639
11	\$546	\$2,055	\$2,996
12	\$546	\$2,107	\$2,996
13	\$546	\$2,139	\$3,354
14	\$546	\$2,212	\$3,354
15	\$546	\$2,263	\$3,711
16	\$546	\$2,316	\$3,711
17	\$546	\$2,367	\$4,069
18	\$546	\$2,420	\$4,069
19	\$546	\$2,473	\$4,426
20	\$546	\$2,524	\$4,426

* Number of Family members in receipt of CA

** Based on the standard shelter allowances as of October 2019

*** There must be a good cause reason to apply the Enhanced Maximum Rent, which will be evaluated on a case-by-case basis. Explain below any good cause for applying the Enhanced Maximum Rent. If the only reason is the landlord's unwillingness to lower the rent, documentation must be provided that the landlord (or his/her representative) was contacted and refused to reduce the rent to the "Maximum Rent Allowed."

(Turn page)

13: Sanction Worksheet

This worksheet is to be used for months prior to the application for FHEPS or FHEPS Reinstatement when there was a Cash Assistance sanction in effect.

Worksheet for Calculating FHEPS Sanction Arrears that Cannot be Paid by HRA

1	2	3	4	5	6	7	8	9	10	11
Sanction Month	Total Number in CA Household (including sanctioned individuals[s])	Number of Individuals Sanctioned	Standard CA Shelter Allowance for Household	Rent Charged for a Month	Rent Charged for a Month in Excess of Shelter Allowance (Column 5 - Column 4)	Maximum FHEPS Supplement Amount	Lesser of Column 6 and Column 7 Amounts	Supplement Sanction Arrears Not to be paid (Column 3 divided by Column 2) X Column 8*	Reduction (if any) in Shelter Allowance on Account of Sanction Not to be paid	Total FHEPS Sanction Arrears Not to be paid (Column 9 + Column 10)
Totals										

* For child support enforcement sanctions, multiply column 8 by 25%. In the case of both a child support and an employment sanction, (A) multiply column 8 by 25% to get the child support sanction amount, (B) multiply column 8 by 75% and multiply the result by column 3 divided by column 2, to get the employment sanction amount, and (C) add the results in A and B together to get the total sanction amount.

Total Sanction Arrears for a given month should be inserted in the worksheet in Section 12, Column "F" on Page 8 as sanction arrears that cannot be paid by HRA. If the sanction was in effect for only one cycle in the month, divide by two and note in columns 9 and 10 above.

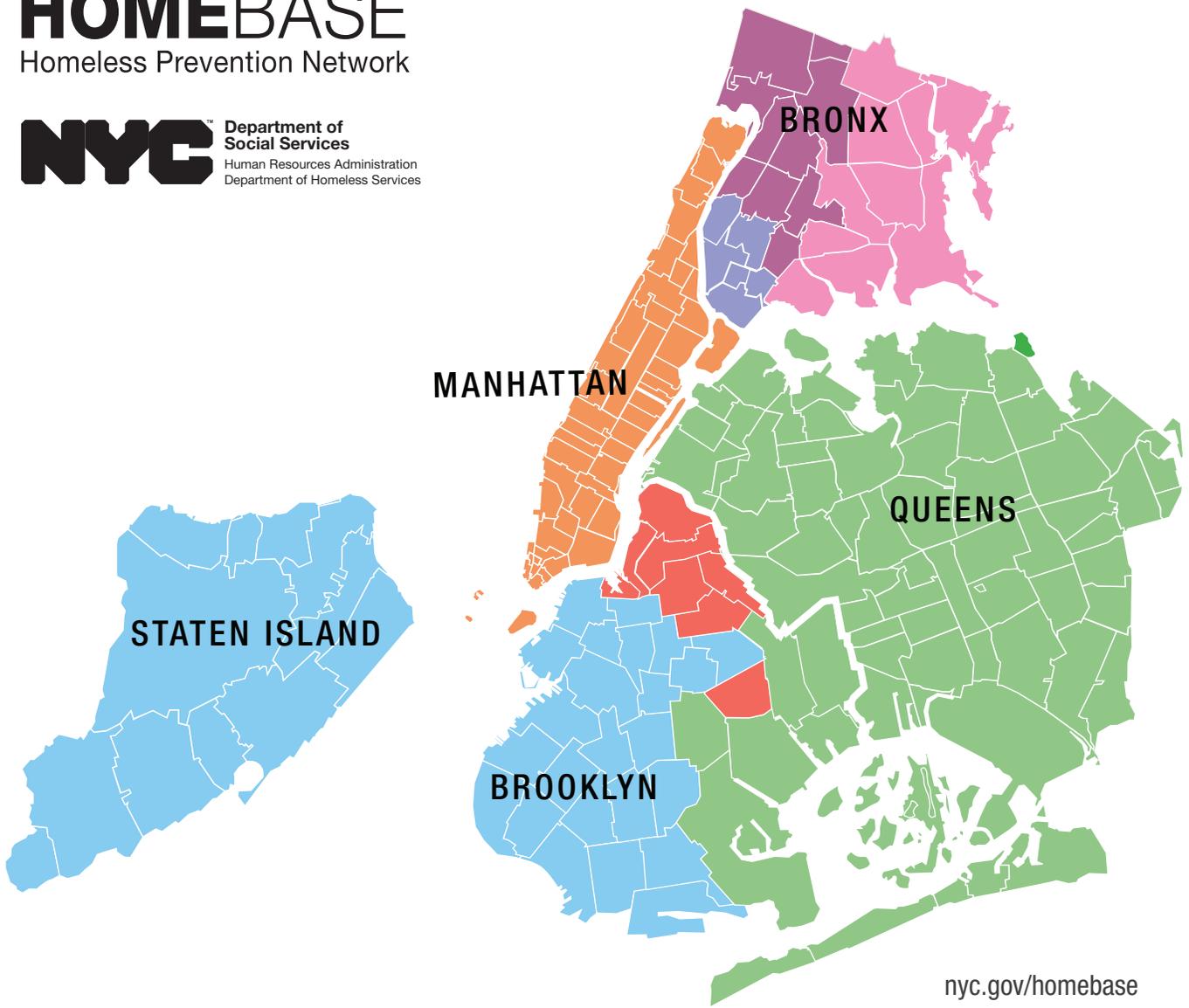
4. Homebase Directory

HOMEBASE

Homeless Prevention Network



Department of Social Services
Human Resources Administration
Department of Homeless Services



nyc.gov/homebase

Homebase Provider	Borough	Address	Telephone
CAMBA	BK	1958 Fulton Street, 2nd Floor	718-408-5756 x37100
		1117 Eastern Parkway, 3rd Floor, side entrance	718-622-7323
		2244 Church Avenue, 4th Floor	718-408-5766
Catholic Charities Neighborhood Services	BK	3060 Fulton Street	929-234-3036
		560 Livonia Avenue	718-408-7181
		1900A Ralph Avenue	718-514-8034
RiseBoro	BK	145 East 98 Street, 2nd Floor	917-819-3200
		1875 Broadway, 1st Floor	929-297-0201
		90 Beaver Street	718-366-4300
		1475 Myrtle Avenue	347-295-3738
BronxWorks	BX	630 Jackson Avenue, 2nd Floor	347-704-0001
		1130 Grand Concourse, 3rd Floor	718-508-3107
Catholic Charities Community Services	BX	2155 Blackrock Avenue	718-414-1050
		890 Garrison Avenue	929-259-9430
		2901 White Plains Road, 2nd Floor	347-913-4694
		4377 Bronx Boulevard, 3rd Floor	347-947-3920
HELP USA	BX	1780 Grand Concourse	347-226-4540
		1860 East Tremont Avenue	718-299-8473
		1981 Sedgwick Avenue	718-215-6453
		815 Burke Avenue	646-905-5289
SUS- Urgent Housing Programs, Inc	MN	516 West 181st St, 4th Floor	917-492-1019
		2322 3rd Avenue, 3rd Floor	917-492-1019
Catholic Charities Neighborhood Services	QNS	161-10 Jamaica Avenue, 5th floor	718-674-1000
		1847 Mott Avenue	718-647-1015
CAMBA	SI	120 Stuyvesant Place, 4th floor, Suite 413	718-282-6473
		209 Bay Street	718-226-0496

5. NYS COVID Rent Relief Extension Program: Fact Sheet



NYS Covid Rent Relief Program

WHAT IS THE COVID RENT RELIEF EXTENSION PROGRAM?

The Rent Relief Program assists low-income households experiencing an increase in their rent burden* during April 1, 2020 – July 31, 2020 because of a loss of income due to the COVID crisis by providing a one-time payment covering the increased rent burden for one to four months. In most cases, households that applied for rent relief prior to the extension and were denied do not need to reapply, as denied cases are being automatically reviewed by New York State Homes and Renewal.** The application period closes on February 1, 2021.

DO YOU QUALIFY?

Eligible residents must be able to answer **YES** to each of the following questions:

- Are you a renter living in New York State? **YES**
- Before March 7, 2020 and at the time of the application was household income (including unemployment benefits) below 80% of HUD's Area Median Income***? **YES**
- Did you lose income between April 1, 2020 and July 31, 2020? **YES**
- Did you pay more than 30% of your household income for rent between April 1, 2020 and July 31, 2020? **YES**

ADDITIONAL CRITERIA:

- Households with at least one household member with U.S. Citizenship or eligible immigration status are qualified to receive the subsidy.
- New York residents receiving a Section 8 Housing Choice Voucher for housing costs or who reside in public housing are not eligible for assistance.
- Applicants do not have to be behind on rent to be eligible for this program. If they are up-to-date on rent payments, they can choose how their landlord should apply this subsidy. (Credit to future rent or replenish security deposit)
- Households that received a subsidy payment under the COVID Rent Relief Program prior to this extension are not eligible to apply again. The extension of the program only expands eligibility criteria but does not change the manner in which subsidies are calculated, and would not entitle a household that previously received a subsidy to any additional funds.

HOW DOES IT WORK?

- Eligible households can receive a one-time rental subsidy that covers the **DIFFERENCE** between their “rent burden” on March 1, 2020 and their “rent burden” for the months they are applying for assistance during the coverage period April 1, 2020 – July 31, 2020 *except* that for applicants who paid less than 30% of their household income to rent during this prior to March 1, 2020, the subsidy will be sized to reduce their rent burden to 30% for the lowest month during the coverage period.
- Renters may apply for up to four months of assistance during this period.
- This one-time subsidy is paid directly to the applicant's landlord.
- Call Center staff are available to assist applicants in filling out an application over the phone.

*Rent burden is the amount of a monthly contractual rent that exceeds 30% of gross household income.

**If a household applied using a paper application and did not receive a confirmation number, the household should apply again.

***Check your Area Median Income here: <http://www.hcr.ny.gov/eligible-income-limits-80-ami-county>



NYS Covid Rent Relief Program

What is Rent Burden?

Prior to the COVID-19 pandemic, a household's total monthly income was \$3,000 and their monthly rent was \$700. The household was paying 23% of their monthly income toward rent. This household was not rent-burdened prior to COVID.

However, due to COVID, their work hours were reduced and their monthly income decreased to \$1,400 during the coverage period while their rent remained the same at \$700. This household was paying 50% ($\$700/\$1,400$) of their monthly income toward rent during the coverage period.

This household would be eligible for a subsidy that covers the increase in their rent burden in excess of 30%. To calculate the amount of subsidy for this household, we first determine the maximum rent burden threshold based on their reduced income during the coverage period: $\$1,400 \times 30\% = \420 .

Next, we would subtract \$420 from their monthly rent and the difference corresponds to the amount of subsidy they are eligible to receive ($\$700 - \$420 = \$280$). The \$280 would reduce this household's rent burden to 30% for each month they apply for assistance for up to four months.

WHAT YOU WILL NEED TO APPLY?

To certify eligibility, residents must provide:

- **Proof of Identity:** Government issued ID such as a license or ID card.
- **Proof of monthly rental obligations** prior to March 1, 2020.
Proof of income prior to March 7, 2020 and during the coverage period (e.g., tax returns, pay stubs, etc.). You will also be asked to certify income at the time of application.

WHERE TO APPLY?

hcr.ny.gov/RRP

6. NYS COVID Rent Relief Extension Program: 2020 Area Median Income (AMI)

Eligible Income Limits (80% AMI), NYS COVID Rent Relief Program 2020

NYS County	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8+ Person Household
Albany	\$54,350	\$62,100	\$69,850	\$77,600	\$83,850	\$90,050	\$96,250	\$102,450
Allegany	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Bronx	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Broome	\$42,600	\$48,700	\$54,800	\$60,850	\$65,750	\$70,600	\$75,500	\$80,350
Cattaraugus	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Cayuga	\$39,850	\$45,550	\$51,250	\$56,900	\$61,500	\$66,050	\$70,600	\$75,150
Chautauqua	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Chemung	\$41,250	\$47,150	\$53,050	\$58,900	\$63,650	\$68,350	\$73,050	\$77,750
Chenango	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Clinton	\$41,300	\$47,200	\$53,100	\$58,950	\$63,700	\$68,400	\$73,100	\$77,850
Columbia	\$45,550	\$52,050	\$58,550	\$65,050	\$70,300	\$75,500	\$80,700	\$85,900
Cortland	\$40,500	\$46,300	\$52,100	\$57,850	\$62,500	\$67,150	\$71,750	\$76,400
Delaware	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Dutchess	\$54,950	\$62,800	\$70,650	\$78,500	\$84,800	\$91,100	\$97,350	\$103,650
Erie	\$43,500	\$49,700	\$55,900	\$62,100	\$67,100	\$72,050	\$77,050	\$82,000
Essex	\$41,300	\$47,200	\$53,100	\$58,950	\$63,700	\$68,400	\$73,100	\$77,850
Franklin	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Fulton	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Genesee	\$41,300	\$47,200	\$53,100	\$58,950	\$63,700	\$68,400	\$73,100	\$77,850
Greene	\$41,350	\$47,250	\$53,150	\$59,050	\$63,800	\$68,500	\$73,250	\$77,950
Hamilton	\$38,300	\$43,800	\$49,250	\$54,700	\$59,100	\$63,500	\$67,850	\$72,250
Herkimer	\$40,150	\$45,900	\$51,650	\$57,350	\$61,950	\$66,550	\$71,150	\$75,750
Jefferson	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Kings	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Lewis	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Livingston	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Madison	\$42,500	\$48,550	\$54,600	\$60,650	\$65,550	\$70,400	\$75,250	\$80,100
Monroe	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Montgomery	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Nassau	\$65,050	\$74,350	\$83,650	\$92,900	\$100,350	\$107,800	\$115,200	\$122,650
New York	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Niagara	\$43,500	\$49,700	\$55,900	\$62,100	\$67,100	\$72,050	\$77,050	\$82,000
Oneida	\$40,150	\$45,900	\$51,650	\$57,350	\$61,950	\$66,550	\$71,150	\$75,750
Onondaga	\$42,500	\$48,550	\$54,600	\$60,650	\$65,550	\$70,400	\$75,250	\$80,100
Ontario	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Orange	\$54,950	\$62,800	\$70,650	\$78,500	\$84,800	\$91,100	\$97,350	\$103,650
Orleans	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Oswego	\$42,500	\$48,550	\$54,600	\$60,650	\$65,550	\$70,400	\$75,250	\$80,100
Otsego	\$38,150	\$43,600	\$49,050	\$54,500	\$58,900	\$63,250	\$67,600	\$71,950
Putnam	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Queens	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Rensselaer	\$54,350	\$62,100	\$69,850	\$77,600	\$83,850	\$90,050	\$96,250	\$102,450
Richmond	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
Rockland	\$63,700	\$72,800	\$81,900	\$90,950	\$98,250	\$105,550	\$112,800	\$120,100
St. Lawrence	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Saratoga	\$54,350	\$62,100	\$69,850	\$77,600	\$83,850	\$90,050	\$96,250	\$102,450
Schenectady	\$54,350	\$62,100	\$69,850	\$77,600	\$83,850	\$90,050	\$96,250	\$102,450
Schoharie	\$54,350	\$62,100	\$69,850	\$77,600	\$83,850	\$90,050	\$96,250	\$102,450
Schuyler	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Seneca	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600
Steuben	\$37,650	\$43,000	\$48,400	\$53,750	\$58,050	\$62,350	\$66,650	\$70,950
Suffolk	\$65,050	\$74,350	\$83,650	\$92,900	\$100,350	\$107,800	\$115,200	\$122,650
Sullivan	\$42,300	\$48,350	\$54,400	\$60,400	\$65,250	\$70,100	\$74,900	\$79,750
Tioga	\$42,600	\$48,700	\$54,800	\$60,850	\$65,750	\$70,600	\$75,500	\$80,350
Tompkins	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500	\$84,950	\$90,450
Ulster	\$46,900	\$53,600	\$60,300	\$66,950	\$72,350	\$77,700	\$83,050	\$88,400
Warren	\$42,150	\$48,150	\$54,150	\$60,150	\$65,000	\$69,800	\$74,600	\$79,400
Washington	\$42,150	\$48,150	\$54,150	\$60,150	\$65,000	\$69,800	\$74,600	\$79,400
Wayne	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Westchester	\$62,550	\$71,500	\$80,450	\$89,350	\$96,500	\$103,650	\$110,800	\$117,950
Wyoming	\$39,600	\$45,250	\$50,900	\$56,550	\$61,100	\$65,600	\$70,150	\$74,650
Yates	\$39,550	\$45,200	\$50,850	\$56,500	\$61,050	\$65,550	\$70,100	\$74,600

7. NYS COVID Rent Relief Extension Program: Appeal Form



Homes and Community Renewal

ANDREW M. CUOMO
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

COVID Rent Relief Program: Appeal Form

Instructions: Please use this form to appeal a denial of a COVID Rent Relief Program application or to appeal the calculation of your subsidy amount. If you believe your application was improperly denied or that the amount of subsidy you were approved for has been miscalculated, you have seven (7) business days from the date of the notification of denial or award to submit this appeal form.

If you have any questions, please contact: (833) 499-0318. You may also visit our website, <https://hcr.ny.gov/rrp>, for more information. Please note, appeals will not be considered if funding for the COVID Rental Relief Program has been exhausted.

Please complete all sections of this fillable form. You may submit your appeal by:

Uploading your completed Appeal Form and all required documents to this site <https://covidrentreliefappeals.hcr.ny.gov> or

Mailing your completed Appeal Form and all required documents to:
COVID Rent Relief Program
500 Bi-County Blvd., Suite #300
Farmingdale, NY 11735.

This Appeal Form and all supporting documents must be submitted together, either by uploading to the site listed above or by mail. Please make sure that you include all documents that support your appeal, as you will not be permitted to submit additional documentation.

Please note: This form is translated into Spanish, Chinese, Bengali, Korean, Haitian, Creole and Russian. Translated forms are available here <https://hcr.ny.gov/rrp-additional-information-request>, however this form must be completed in English. For help with translation of this form, please contact (833) 499-0318.

1. Applicant Information:

Confirmation Number: _____

Name: _____

Address: _____

Telephone number: _____

Email (optional): _____

You may authorize a caseworker, attorney or other personal representative to submit an appeal for the COVID Rent Relief Program on your behalf. You may do so by providing the representative's name, organization (if applicable), address, telephone number and email address (optional) and then signing this form. Your Authorized Representative must also sign this form.

See COVID Rent Relief Program: Authorized Representative Release for Appeal Form at the end of this application (Appendix A). Please note, the Authorized Representative Release Form (Appendix A) must be completed in English.

2. Representative Information (if any):

Name: _____

Organization: _____

Address: _____

Telephone number: _____

Email (optional): _____

Please indicate if you need a reasonable accommodation due to a disability (check or circle one):	Yes	No
---	-----	----

*If you need a reasonable accommodation, including more time to complete this form due to a disability, please contact the call center at (833) 499-0318 or email us at covidrentrelief@hcr.ny.gov.

3. Please select the reason why you are submitting an appeal from the options listed below:

A. I believe I was wrongfully denied assistance:

- My primary rental residence is in NYS.
- My rental burden was calculated incorrectly.
- My income prior to March 1, 2020 was calculated incorrectly
- My income after April 2020 was calculated incorrectly
- My income during the coverage period was not the same or more than my income prior to March 2020
- Other

B. I believe the amount of subsidy was calculated incorrectly

4. Please use the space below to explain why you believe HCR's determination was wrong. You may also attach additional pages if necessary. You should provide copies of any written documentation that will further support your claim. (Please do not send any originals.)

Certification:

I have read the information entered on this application and I affirm that this application to appeal, to the best of my knowledge, information and belief, is true, accurate and complete. I understand and agree that the entry of my name below by electronic means constitutes my signing and filing this application to appeal. I further affirm that I am the tenant of this subject premises, or that I am the authorized representative of the tenant of said premises and that I am authorized to sign and file this application with the New York State Division of Housing and Community Renewal.

Applicant

Date

Frequently Asked Questions:

1. **How long will it take for my appeal to be reviewed?** You will likely receive a determination on your appeal request within 30 calendar days. If you have any questions, please contact: (833) 499-0318.
2. **I filed an appeal; it was reviewed and I lost. Can I file another appeal?** No, once a household has been granted an informal review and the matter has been closed by the Administering Agency, a second informal review will not be granted.
3. **I need help filing out this form. Who can I contact?** Please contact: (833) 499-0318 for assistance with submitting an appeal. You may also have a third party or a representative assist you with this form. If you need a reasonable accommodation, including more time to complete this form due to a disability, please contact the call center at (833) 499-0318 or email us at covidrentrelief@hcr.ny.gov.

Appendix A - COVID Rent Relief Program: Authorized Representative Release for Appeal

Date: _____
Confirmation #: _____
Applicant Name: _____
Applicant Address: _____
Applicant Telephone Number: _____
Applicant Email Address (optional): _____

Instructions: You may authorize a caseworker, attorney or other personal representative to submit an appeal regarding a determination made by the COVID Rent Relief Program on your behalf. You may do so by providing the representative’s name, organization (if applicable), address, telephone number and email address (optional) below and then signing this form. Your Authorized Representative must also sign this form.

Please note: this form must be completed in English. If you need assistance filling out this form, including interpretation, please contact (833) 499-0318.

Authorized Representative’s Information:

Name: _____
Organization (if applicable): _____
Address: _____
Telephone Number: _____
Email (optional): _____

I hereby authorize the above designated individual to act as my representative with regard to the COVID Rent Relief Program until I revoke this authorization.

I understand that by signing this form, I am authorizing the above designated individual to submit an appeal of a determination made by the COVID Rent Relief Program; communicate on my behalf with New York State Homes and Community Renewal and it’s agent(s) in order to facilitate the processing of my appeal with the COVID Rent Relief Program..

I understand that I may revoke all or part of this authorization at any time by notifying New York State Homes and Community Renewal in writing, by mailing a letter to: COVID Rent Relief Program 500 Bi-County Blvd., Suite #325, Farmingdale, NY 11735, or by sending via email to covidrentrelief@hcr.ny.gov.

Applicant

Date

Authorized Representative

Date

8. Second Federal Stimulus Act

1 ment described in subparagraphs (A) through
2 (E) of that paragraph for any fiscal year other
3 than fiscal year 2019 or 2020, and those
4 amounts shall be subject to the period of avail-
5 ability otherwise applicable to those amounts
6 under Federal law.

7 **Subtitle D—Extension of Waiver** 8 **Authority**

9 **SEC. 442. EXTENSION OF WAIVER AUTHORITY.**

10 Notwithstanding any other provision of law, in fiscal
11 year 2021, the Secretary of Transportation may exercise
12 the authority provided by section 22005 of division B of
13 the CARES Act (23 U.S.C. 401 note; Public Law 116–
14 136).

15 **TITLE V—BANKING**

16 **Subtitle A—Emergency Rental** 17 **Assistance**

18 **SEC. 501. EMERGENCY RENTAL ASSISTANCE.**

19 (a) APPROPRIATION.—

20 (1) IN GENERAL.—Out of any money in the
21 Treasury of the United States not otherwise appro-
22 priated, there are appropriated for making payments
23 to eligible grantees under this section,
24 \$25,000,000,000 for fiscal year 2021.

1 (2) RESERVATION OF FUNDS FOR THE TERRI-
2 TORIES AND TRIBAL COMMUNITIES.—Of the amount
3 appropriated under paragraph (1), the Secretary
4 shall reserve—

5 (A) \$400,000,000 of such amount for
6 making payments under this section to the
7 Commonwealth of Puerto Rico, the United
8 States Virgin Islands, Guam, the Common-
9 wealth of the Northern Mariana Islands, and
10 American Samoa; and

11 (B) \$800,000,000 of such amount for
12 making payments under this section to eligible
13 grantees described in subparagraphs (C) and
14 (D) of subsection (k)(2); and

15 (C) \$15,000,000 for administrative ex-
16 penses of the Secretary described in subsection
17 (h).

18 (b) PAYMENTS FOR RENTAL ASSISTANCE.—

19 (1) ALLOCATION AND PAYMENTS TO STATES
20 AND UNITS OF LOCAL GOVERNMENT.—

21 (A) IN GENERAL.—The amount appro-
22 priated under paragraph (1) of subsection (a)
23 that remains after the application of paragraph
24 (2) of such subsection shall be allocated and
25 paid to eligible grantees described in subpara-

1 graph (B) in the same manner as the amount
2 appropriated under subsection (a)(1) of section
3 601 of the Social Security Act (42 U.S.C. 801)
4 is allocated and paid to States and units of
5 local government under subsections (b) and (c)
6 of such section, and shall be subject to the
7 same requirements, except that—

8 (i) the deadline for payments under
9 section 601(b)(1) of such Act shall, for
10 purposes of payments under this section,
11 be deemed to be not later than 30 days
12 after the date of enactment of this section;

13 (ii) the amount referred to in para-
14 graph (3) of section 601(c) of such Act
15 shall be deemed to be the amount appro-
16 priated under paragraph (1) of subsection
17 (a) of this Act that remains after the ap-
18 plication of paragraph (2) of such sub-
19 section;

20 (iii) section 601(c) of the Social Secu-
21 rity Act shall be applied—

22 (I) by substituting “1 of the 50
23 States or the District of Columbia”
24 for “1 of the 50 States” each place it
25 appears;

1 (II) in paragraph (2)(A), by sub-
2 stituting “ \$200,000,000” for “
3 \$1,250,000,000”;

4 (III) in paragraph (2)(B), by
5 substituting “each of the 50 States
6 and District of Columbia” for “each
7 of the 50 States”;

8 (IV) in paragraph (4), by sub-
9 stituting “excluding the Common-
10 wealth of Puerto Rico, the United
11 States Virgin Islands, Guam, the
12 Commonwealth of the Northern Mar-
13 iana Islands, and American Samoa”
14 for “excluding the District of Colum-
15 bia and territories specified in sub-
16 section (a)(2)(A)”;

17 (V) without regard to paragraph
18 (6);

19 (iv) section 601(d) of such Act shall
20 not apply to such payments; and

21 (v) section 601(e) shall be applied —

22 (I) by substituting “under section
23 501 of subtitle A of title V of division
24 N of the Consolidated Appropriations

1 Act, 2021” for “under this section”;
2 and

3 (II) by substituting “local gov-
4 ernment elects to receive funds from
5 the Secretary under section 501 of
6 subtitle A of title V of division N of
7 the Consolidated Appropriations Act,
8 2021 and will use the funds in a man-
9 ner consistent with such section” for
10 “local government’s proposed uses of
11 the funds are consistent with sub-
12 section (d)”.

13 (B) ELIGIBLE GRANTEES DESCRIBED.—
14 The eligible grantees described in this subpara-
15 graph are the following:

16 (i) A State that is 1 of the 50 States
17 or the District of Columbia.

18 (ii) A unit of local government located
19 in a State described in clause (i).

20 (2) ALLOCATION AND PAYMENTS TO TRIBAL
21 COMMUNITIES.—

22 (A) IN GENERAL.—From the amount re-
23 served under subsection (a)(2)(B), the Sec-
24 retary shall—

1 (i) pay the amount equal to 0.3 per-
2 cent of such amount to the Department of
3 Hawaiian Home Lands; and
4 (ii) subject to subparagraph (B), from
5 the remainder of such amount, allocate
6 and pay to each Indian tribe (or, if appli-
7 cable, the tribally designated housing enti-
8 ty of an Indian tribe) that was eligible for
9 a grant under title I of the Native Amer-
10 ican Housing Assistance and Self-Deter-
11 mination Act of 1996 (NAHASDA) (25
12 U.S.C. 4111 et seq.) for fiscal year 2020
13 an amount that bears the same proportion
14 to the such remainder as the amount each
15 such Indian tribe (or entity) was eligible to
16 receive for such fiscal year from the
17 amount appropriated under paragraph (1)
18 under the heading “NATIVE AMERICAN
19 PROGRAMS” under the heading “PUBLIC
20 AND INDIAN HOUSING” of title II of divi-
21 sion H of the Further Consolidated Appro-
22 priations Act, 2020 (Public Law 116–94)
23 to carry out the Native American Housing
24 Block Grants program bears to the amount
25 appropriated under such paragraph for

1 such fiscal year, provided the Secretary
2 shall be authorized to allocate, in an equi-
3 table manner as determined by the Sec-
4 retary, and pay any Indian tribe that opted
5 out of receiving a grant allocation under
6 the Native American Housing Block
7 Grants program formula in fiscal year
8 2020, including by establishing a minimum
9 amount of payments to such Indian tribe,
10 provided such Indian tribe notifies the Sec-
11 retary not later than 30 days after the
12 date of enactment of this Act that it in-
13 tends to receive allocations and payments
14 under this section.

15 (B) PRO RATA ADJUSTMENT; DISTRIBUTION OF DECLINED FUNDS.—

17 (i) PRO RATA ADJUSTMENTS.—The
18 Secretary shall make pro rata reductions
19 in the amounts of the allocations deter-
20 mined under clause (ii) of subparagraph
21 (A) for entities described in such clause as
22 necessary to ensure that the total amount
23 of payments made pursuant to such clause
24 does not exceed the remainder amount de-
25 scribed in such clause.

1 (ii) DISTRIBUTION OF DECLINED
2 FUNDS.—If the Secretary determines as of
3 30 days after the date of enactment of this
4 Act that an entity described in clause (ii)
5 of subparagraph (A) has declined to re-
6 ceive its full allocation under such clause
7 then, not later than 15 days after such
8 date, the Secretary shall redistribute, on a
9 pro rata basis, such allocation among the
10 other entities described in such clause that
11 have not declined to receive their alloca-
12 tions.

13 (3) ALLOCATIONS AND PAYMENTS TO TERRI-
14 TORIES.—

15 (A) IN GENERAL.—From the amount re-
16 served under subsection (a)(2)(A), subject to
17 subparagraph (B), the Secretary shall allocate
18 and pay to each eligible grantee described in
19 subparagraph (C) an amount equal to the prod-
20 uct of—

21 (i) the amount so reserved; and

22 (ii) each such eligible grantee's share
23 of the combined total population of all
24 such eligible grantees, as determined by
25 the Secretary.

1 (B) ALLOCATION ADJUSTMENT.—

2 (i) REQUIREMENT.—The sum of the
3 amounts allocated under subparagraph (A)
4 to all of the eligible grantees described in
5 clause (ii) of subparagraph (C) shall not be
6 less than the amount equal to 0.3 percent
7 of the amount appropriated under sub-
8 section (a)(1).

9 (ii) REDUCTION.—The Secretary shall
10 reduce the amount of the allocation deter-
11 mined under subparagraph (A) for the eli-
12 gible grantee described in clause (i) of sub-
13 paragraph (C) as necessary to meet the re-
14 quirement of clause (i).

15 (C) ELIGIBLE GRANTEE DESCRIBED.—
16 The eligible grantees described in this subpara-
17 graph are—

18 (i) the Commonwealth of Puerto Rico;

19 and

20 (ii) the United States Virgin Islands,
21 Guam, the Commonwealth of the Northern
22 Mariana Islands, and American Samoa.

23 (c) USE OF FUNDS.—

24 (1) IN GENERAL.—An eligible grantee shall
25 only use the funds provided from a payment made

1 under this section to provide financial assistance and
2 housing stability services to eligible households.

3 (2) FINANCIAL ASSISTANCE.—

4 (A) IN GENERAL.—Not less than 90 per-
5 cent of the funds received by an eligible grantee
6 from a payment made under this section shall
7 be used to provide financial assistance to eligi-
8 ble households, including the payment of

9 (i) rent;

10 (ii) rental arrears;

11 (iii) utilities and home energy costs;

12 (iv) utilities and home energy costs
13 arrears; and

14 (v) other expenses related to housing
15 incurred due, directly or indirectly, to the
16 novel coronavirus disease (COVID-19) out-
17 break, as defined by the Secretary.

18 Such assistance shall be provided for a period
19 not to exceed 12 months except that grantees
20 may provide assistance for an additional 3
21 months only if necessary to ensure housing sta-
22 bility for a household subject to the availability
23 of funds.

24 (B) LIMITATION ON ASSISTANCE FOR PRO-
25 SPECTIVE RENT PAYMENTS.—

1 (i) IN GENERAL.—Subject to the ex-
2 ception in clause (ii), an eligible grantee
3 shall not provide an eligible household with
4 financial assistance for prospective rent
5 payments for more than 3 months based
6 on any application by or on behalf of the
7 household.

8 (ii) EXCEPTION.—For any eligible
9 household described in clause (i), such
10 household may receive financial assistance
11 for prospective rent payments for addi-
12 tional months:

13 (I) subject to the availability of
14 remaining funds currently allocated to
15 the eligible grantee, and

16 (II) based on a subsequent appli-
17 cation for additional financial assist-
18 ance provided that the total months of
19 financial assistance provided to the
20 household do not exceed the total
21 months of assistance allowed under
22 subparagraph (A).

23 (iii) FURTHER LIMITATION.—To the
24 extent that applicants have rental arrears,
25 grantees may not make commitments for

1 prospective rent payments unless they have
2 also provided assistance to reduce an eligi-
3 ble household's rental arrears.

4 (C) DISTRIBUTION OF FINANCIAL ASSIST-
5 ANCE.—

6 (i) PAYMENTS.—

7 (I) IN GENERAL.—With respect
8 to financial assistance for rent and
9 rental arrears and utilities and home
10 energy costs and utility and home en-
11 ergy costs arrears provided to an eligi-
12 ble household from a payment made
13 under this section, an eligible grantee
14 shall make payments to a lessor or
15 utility provider on behalf of the eligi-
16 ble household, except that, if the les-
17 sor or utility provider does not agree
18 to accept such payment from the
19 grantee after outreach to the lessor or
20 utility provider by the grantee, the
21 grantee may make such payments di-
22 rectly to the eligible household for the
23 purpose of making payments to the
24 lessor or utility provider.

1 (II) RULE OF CONSTRUCTION.—

2 Nothing in this section shall be con-
3 strued to invalidate any otherwise le-
4 gitimate grounds for eviction.

5 (ii) DOCUMENTATION.—For any pay-
6 ments made by an eligible grantee to a les-
7 sor or utility provider on behalf of an eligi-
8 ble household, the eligible grantee shall
9 provide documentation of such payments to
10 such household.

11 (3) HOUSING STABILITY SERVICES.—Not more
12 than 10 percent of funds received by an eligible
13 grantee from a payment made under this section
14 may be used to provide eligible households with case
15 management and other services related to the novel
16 coronavirus disease (COVID-19) outbreak, as de-
17 fined by the Secretary, intended to help keep house-
18 holds stably housed.

19 (4) PRIORITIZATION OF ASSISTANCE.—

20 (A) In reviewing applications for financial
21 assistance and housing stability services to eligi-
22 ble households from a payment made under this
23 section, an eligible grantee shall prioritize con-
24 sideration of the applications of an eligible

1 household that satisfies any of the following
2 conditions:

3 (i) The income of the household does
4 not exceed 50 percent of the area median
5 income for the household.

6 (ii) 1 or more individuals within the
7 household are unemployed as of the date of
8 the application for assistance and have not
9 been employed for the 90-day period pre-
10 ceding such date.

11 (B) Nothing in this section shall be con-
12 strued to prohibit an eligible grantee from pro-
13 viding a process for the further prioritizing of
14 applications for financial assistance and hous-
15 ing stability services from a payment made
16 under this section, including to eligible house-
17 holds in which 1 or more individuals within the
18 household were unable to reach their place of
19 employment or their place of employment was
20 closed because of a public health order imposed
21 as a direct result of the COVID-19 public
22 health emergency.

23 (5) ADMINISTRATIVE COSTS.—

24 (A) IN GENERAL.—Not more than 10 per-
25 cent of the amount paid to an eligible grantee

1 under this section may be used for administra-
2 tive costs attributable to providing financial as-
3 sistance and housing stability services under
4 paragraphs (2) and (3), respectively, including
5 for data collection and reporting requirements
6 related to such funds.

7 (B) NO OTHER ADMINISTRATIVE COSTS.—
8 Amounts paid under this section shall not be
9 used for any administrative costs other than to
10 the extent allowed under subparagraph (A).

11 (d) REALLOCATION OF UNUSED FUNDS.—Beginning
12 on September 30, 2021, the Secretary shall recapture ex-
13 cess funds, as determined by the Secretary, not obligated
14 by a grantee for the purposes described under subsection
15 (c) and the Secretary shall reallocate and repay such
16 amounts to eligible grantees who, at the time of such re-
17 allocation, have obligated at least 65 percent of the
18 amount originally allocated and paid to such grantee
19 under subsection (b)(1), only for the allowable uses de-
20 scribed under subsection (c). The amount of any such re-
21 allocation shall be determined based on demonstrated need
22 within a grantee’s jurisdiction, as determined by the Sec-
23 retary.

24 (e) AVAILABILITY.—

1 (1) IN GENERAL.—Funds provided to an eligi-
2 ble grantee under a payment made under this sec-
3 tion shall remain available through December 31,
4 2021.

5 (2) EXTENSION FOR FUNDS PROVIDED PURSU-
6 ANT TO A REALLOCATION OF UNUSED FUNDS.—For
7 funds reallocated to an eligible grantee pursuant to
8 subsection (d), an eligible grantee may request, sub-
9 ject to the approval of the Secretary, a 90-day exten-
10 sion of the deadline established in paragraph (1).

11 (f) APPLICATION FOR ASSISTANCE BY LANDLORDS
12 AND OWNERS.—

13 (1) IN GENERAL.—Subject to paragraph (2),
14 nothing in this section shall preclude a landlord or
15 owner of a residential dwelling from—

16 (A) assisting a renter of such dwelling in
17 applying for assistance from a payment made
18 under this section; or

19 (B) applying for such assistance on behalf
20 of a renter of such dwelling.

21 (2) REQUIREMENTS FOR APPLICATIONS SUB-
22 MITTED ON BEHALF OF TENANTS.—If a landlord or
23 owner of a residential dwelling submits an applica-
24 tion for assistance from a payment made under this
25 section on behalf of a renter of such dwelling—

1 (A) the landlord must obtain the signature
2 of the tenant on such application, which may be
3 documented electronically;

4 (B) documentation of such application
5 shall be provided to the tenant by the landlord;
6 and

7 (C) any payments received by the landlord
8 from a payment made under this section shall
9 be used to satisfy the tenant's rental obligations
10 to the owner.

11 (g) REPORTING REQUIREMENTS.—

12 (1) IN GENERAL.—The Secretary, in consulta-
13 tion with the Secretary of Housing and Urban De-
14 velopment, shall provide public reports not less fre-
15 quently than quarterly regarding the use of funds
16 made available under this section, which shall in-
17 clude, with respect to each eligible grantee under
18 this section, both for the past quarter and over the
19 period for which such funds are available—

20 (A) the number of eligible households that
21 receive assistance from such payments;

22 (B) the acceptance rate of applicants for
23 assistance;

24 (C) the type or types of assistance pro-
25 vided to each eligible household;

1 (D) the average amount of funding pro-
2 vided per eligible household receiving assistance;

3 (E) household income level, with such in-
4 formation disaggregated for households with in-
5 come that—

6 (i) does not exceed 30 percent of the
7 area median income for the household;

8 (ii) exceeds 30 percent but does not
9 exceed 50 percent of the area median in-
10 come for the household; and

11 (iii) exceeds 50 percent but does not
12 exceed 80 percent of area median income
13 for the household; and

14 (F) the average number of monthly rental
15 or utility payments that were covered by the
16 funding amount that a household received, as
17 applicable.

18 (2) DISAGGREGATION.—Each report under this
19 subsection shall disaggregate the information relat-
20 ing to households provided under subparagraphs (A)
21 through (F) of paragraph (1) by the gender, race,
22 and ethnicity of the primary applicant for assistance
23 in such households.

24 (3) ALTERNATIVE REPORTING REQUIREMENTS
25 FOR CERTAIN GRANTEES.—The Secretary may es-

1 tabish alternative reporting requirements for grant-
2 ees described in subsection (b)(2).

3 (4) PRIVACY REQUIREMENTS.—

4 (A) IN GENERAL.—Each eligible grantee
5 that receives a payment under this section shall
6 establish data privacy and security require-
7 ments for the information described in para-
8 graph (1) that—

9 (i) include appropriate measures to
10 ensure that the privacy of the individuals
11 and households is protected;

12 (ii) provide that the information, in-
13 cluding any personally identifiable informa-
14 tion, is collected and used only for the pur-
15 pose of submitting reports under para-
16 graph (1); and

17 (iii) provide confidentiality protections
18 for data collected about any individuals
19 who are survivors of intimate partner vio-
20 lence, sexual assault, or stalking.

21 (B) STATISTICAL RESEARCH.—

22 (i) IN GENERAL.—The Secretary—

23 (I) may provide full and
24 unredacted information provided
25 under subparagraphs (A) through (F)

1 of paragraph (1), including personally
2 identifiable information, for statistical
3 research purposes in accordance with
4 existing law; and

5 (II) may collect and make avail-
6 able for statistical research, at the
7 census tract level, information col-
8 lected under subparagraph (A).

9 (ii) APPLICATION OF PRIVACY RE-
10 QUIREMENTS.—A recipient of information
11 under clause (i) shall establish for such in-
12 formation the data privacy and security re-
13 quirements described in subparagraph (A).

14 (5) NONAPPLICATION OF THE PAPERWORK RE-
15 DUCATION ACT.—Subchapter I of chapter 35 of title
16 44, United States Code, shall not apply to the collec-
17 tion of information for the reporting or research re-
18 quirements specified in this subsection.

19 (h) ADMINISTRATIVE EXPENSES OF THE SEC-
20 RETARY.—Of the funds appropriated pursuant to sub-
21 section (a), not more than \$15,000,000 may be used for
22 administrative expenses of the Secretary in administering
23 this section, including technical assistance to grantees in
24 order to facilitate effective use of funds provided under
25 this section.

1 (i) Inspector General Oversight; Recoupment

2 (1) OVERSIGHT AUTHORITY.—The Inspector
3 General of the Department of the Treasury shall
4 conduct monitoring and oversight of the receipt, dis-
5 bursement, and use of funds made available under
6 this section.

7 (2) RECOUPMENT.—If the Inspector General of
8 the Department of the Treasury determines that a
9 State, Tribal government, or unit of local govern-
10 ment has failed to comply with subsection (c), the
11 amount equal to the amount of funds used in viola-
12 tion of such subsection shall be booked as a debt of
13 such entity owed to the Federal Government.
14 Amounts recovered under this subsection shall be de-
15 posited into the general fund of the Treasury.

16 (3) APPROPRIATION.—Out of any money in the
17 Treasury of the United States not otherwise appro-
18 priated, there are appropriated to the Office of the
19 Inspector General of the Department of the Treas-
20 ury, \$6,500,000 to carry out oversight and
21 recoupment activities under this subsection.
22 Amounts appropriated under the preceding sentence
23 shall remain available until expended.

24 (4) AUTHORITY OF INSPECTOR GENERAL.—
25 Nothing in this subsection shall be construed to di-

1 minish the authority of any Inspector General, in-
2 cluding such authority as provided in the Inspector
3 General Act of 1978 (5 U.S.C. App.)

4 (j) TREATMENT OF ASSISTANCE.—Assistance pro-
5 vided to a household from a payment made under this sec-
6 tion shall not be regarded as income and shall not be re-
7 garded as a resource for purposes of determining the eligi-
8 bility of the household or any member of the household
9 for benefits or assistance, or the amount or extent of bene-
10 fits or assistance, under any Federal program or under
11 any State or local program financed in whole or in part
12 with Federal funds.

13 (k) DEFINITIONS.—In this section:

14 (1) AREA MEDIAN INCOME.—The term “area
15 median income” means, with respect to a household,
16 the median income for the area in which the house-
17 hold is located, as determined by the Secretary of
18 Housing and Urban Development.

19 (2) ELIGIBLE GRANTEE.—The term “eligible
20 grantee” means any of the following:

21 (A) A State (as defined in section
22 601(g)(4) of the Social Security Act (42 U.S.C.
23 801(g)(4)).

24 (B) A unit of local government (as defined
25 in paragraph (5)).

1 (C) An Indian tribe or its tribally des-
2 ignated housing entity (as such terms are de-
3 fined in section 4 of the Native American Hous-
4 ing Assistance and Self-Determination Act of
5 1996 (25 U.S.C. 4103)) that was eligible to re-
6 ceive a grant under title I of such Act (25
7 U.S.C. 4111 et seq.) for fiscal year 2020 from
8 the amount appropriated under paragraph (1)
9 under the heading “NATIVE AMERICAN PRO-
10 GRAMS” under the heading “PUBLIC AND IN-
11 DIAN HOUSING” of title II of division H of the
12 Further Consolidated Appropriations Act, 2020
13 (Public Law 116–94) to carry out the Native
14 American Housing Block Grants program. For
15 the avoidance of doubt, the term Indian tribe
16 shall include Alaska native corporations estab-
17 lished pursuant to the Alaska Native Claims
18 Settlement Act (43 U.S.C. 1601 et seq.).

19 (D) The Department of Hawaiian Home-
20 lands.

21 (3) ELIGIBLE HOUSEHOLD.—

22 (A) IN GENERAL.—The term “eligible
23 household” means a household of 1 or more in-
24 dividuals who are obligated to pay rent on a

1 residential dwelling and with respect to which
2 the eligible grantee involved determines—

3 (i) that 1 or more individuals within
4 the household has

5 (I) qualified for unemployment
6 benefits or

7 (II) experienced a reduction in
8 household income, incurred significant
9 costs, or experienced other financial
10 hardship due, directly or indirectly, to
11 the novel coronavirus disease
12 (COVID-19) outbreak, which the ap-
13 plicant shall attest in writing;

14 (ii) that 1 or more individuals within
15 the household can demonstrate a risk of
16 experiencing homelessness or housing in-
17 stability, which may include—

18 (I) a past due utility or rent no-
19 tice or eviction notice;

20 (II) unsafe or unhealthy living
21 conditions; or

22 (III) any other evidence of such
23 risk, as determined by the eligible
24 grantee involved; and

1 (iii) the household has a household in-
2 come that is not more than 80 percent of
3 the area median income for the household.

4 (B) EXCEPTION.—To the extent feasible,
5 an eligible grantee shall ensure that any rental
6 assistance provided to an eligible household
7 pursuant to funds made available under this
8 section is not duplicative of any other Federally
9 funded rental assistance provided to such
10 household.

11 (C) INCOME DETERMINATION.—

12 (i) In determining the income of a
13 household for purposes of determining
14 such household's eligibility for assistance
15 from a payment made under this section
16 (including for purposes of subsection
17 (c)(4)), the eligible grantee involved shall
18 consider either

19 (I) the household's total income
20 for calendar year 2020, or

21 (II) subject to clause (ii), suffi-
22 cient confirmation, as determined by
23 the Secretary, of the household's
24 monthly income at the time of appli-
25 cation for such assistance.

1 (ii) In the case of income determined
2 under subclause (II), the eligible grantee
3 shall be required to re-determine the eligi-
4 bility of a household’s income after each
5 such period of 3 months for which the
6 household receives assistance from a pay-
7 ment made under this section.

8 (4) INSPECTOR GENERAL.—The term “Inspec-
9 tor General” means the Inspector General of the De-
10 partment of the Treasury.

11 (5) SECRETARY.—The term “Secretary” means
12 the Secretary of the Treasury.

13 (6) UNIT OF LOCAL GOVERNMENT.—The term
14 “unit of local government” has the meaning given
15 such term in paragraph (2) of section 601(g) of the
16 Social Security Act (42 U.S.C. 801(g)), except that,
17 in applying such term for purposes of this section,
18 such paragraph shall be applied by substituting
19 “200,000” for “500,000”.

20 (1) TERMINATION OF PROGRAM.—The authority of
21 an eligible grantee to make new obligations to provide pay-
22 ments under subsection (c) shall terminate on the date
23 established in subsection (e) for that eligible grantee.
24 Amounts not expended in accordance with this section
25 shall revert to the Department of the Treasury.

1 **SEC. 502. EXTENSION OF EVICTION MORATORIUM.**

2 The order issued by the Centers for Disease Control
3 and Prevention under section 361 of the Public Health
4 Service Act (42 U.S.C. 264), entitled “Temporary Halt
5 in Residential Evictions To Prevent the Further Spread
6 of COVID–19” (85 Fed. Reg. 55292 (September 4, 2020))
7 is extended through January 31, 2021, notwithstanding
8 the effective dates specified in such Order.

9 **Subtitle B—Community**
10 **Development Investment**

11 **SEC. 520. PURPOSE.**

12 The purpose of this subtitle is to establish emergency
13 programs to revitalize and provide long-term financial
14 products and service availability for, and provide invest-
15 ments in, low- and moderate-income and minority commu-
16 nities that have disproportionately suffered from the im-
17 pacts of the COVID–19 pandemic.

18 **SEC. 521. CONSIDERATIONS; REQUIREMENTS FOR CREDI-**
19 **TORS.**

20 (a) **IN GENERAL.**—In exercising the authorities
21 under this subtitle and the amendments made by this sub-
22 title, the Secretary of the Treasury shall take into consid-
23 eration increasing the availability of affordable credit for
24 consumers, small businesses, and nonprofit organizations,
25 including for projects supporting affordable housing, com-
26 munity-serving real estate, and other projects, that pro-

9. NYS Proposed Bill for Administration of Federal Funds

STATE OF NEW YORK

2742--A

2021-2022 Regular Sessions

IN SENATE

January 25, 2021

Introduced by Sens. KAVANAGH, ADDABBO, BAILEY, BENJAMIN, BIAGGI, BROOKS, GAUGHRAN, GOUNARDES, HARCKHAM, HOYLMAN, JACKSON, KAMINSKY, KAPLAN, KRUEGER, LIU, MAY, MAYER, MYRIE, PARKER, PERSAUD, RAMOS, RIVERA, SALAZAR, SAVINO, SEPULVEDA, SERRANO, SKOUFIS, STAVISKY, THOMAS -- read twice and ordered printed, and when printed to be committed to the Committee on Housing, Construction and Community Development -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the public housing law and the social services law, in relation to establishing a COVID-19 emergency rental assistance program; and providing for the repeal of such provisions upon expiration thereof

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

1 Section 1. Short title. This act shall be known and may be cited as
2 the "COVID-19 emergency rental assistance program of 2021".

3 § 2. The public housing law is amended by adding a new article 14 to
4 read as follows:

ARTICLE XIV

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM

Section 600. Legislative findings.

6 601. Definitions.

7 602. Authority to implement emergency rental and utility assist-
8 ance.

9 603. Allocation among the city of New York and the respective
10 counties of the state.

11 604. Eligibility.

12 605. Application.

13 606. Documentation.

14 607. Restrictions on eviction.

15 608. Payments.

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

LBD06457-04-1

- 1 609. No repayment and assistance not considered income.
- 2 610. Notice to tenants in eviction proceedings.
- 3 611. Notice to tenants receiving rent demands.
- 4 612. Notice to applicants for assistance under the emergency
- 5 rent relief act of 2020.
- 6 613. Outreach.
- 7 614. Fair housing obligations.
- 8 615. Reports by the commissioner.

9 § 600. Legislative findings. The legislature finds that it is in the
10 public interest to ensure that New Yorkers are not rendered homeless or
11 severely financially burdened because of an inability to pay the cost of
12 housing and other necessities due to loss of income, increased necessary
13 out-of-pocket expenses, or difficulty in securing alternative housing
14 related to the widespread outbreak of the coronavirus commonly known as
15 COVID-19. The legislature further finds that providing funding for
16 households to pay rent and utility costs that they would otherwise have
17 difficulty paying will promote the stability and proper maintenance of
18 the rental housing stock and assist communities in recovering from the
19 adverse social and economic effects of the COVID-19 outbreak.

20 § 601. Definitions. For the purposes of this article:

21 1. "Commissioner" shall mean the state commissioner of social services
22 as defined in section two of the social services law.

23 2. "E-payment application transaction" shall mean a financial trans-
24 action conducted on an online payment application. Such applications
25 include but are not limited to: Zelle, Cash App, Paypal, Venmo, Xoom,
26 Circle Pay, Google Pay, Facebook Messenger, Apple Pay, WeChat Pay,
27 AliPay, and KakaoPay.

28 3. "Fair market rent" shall mean the fair market rent for each rental
29 area as promulgated annually by the United States department of housing
30 and urban development's office of policy development and research pursu-
31 ant to 42 USC 1437f.

32 4. "Federal emergency rental assistance program" shall mean the emer-
33 gency rental assistance funding issued pursuant to section 501 of the
34 Consolidated Appropriations Act of 2021, Pub L. No. 116-260 §501, 888-97
35 (2021).

36 5. "Income" shall mean income from all sources of each member of the
37 household, including all wages, tips, overtime, salary, recurring gifts,
38 returns on investments, welfare assistance, social security payments,
39 child support payments, unemployment benefits, any benefit, payment or
40 cash grant whose purpose is to assist with rental payments, any payments
41 whose purpose is to replace lost income, and any other government bene-
42 fit or cash grant. The term "income" shall not include: employment
43 income from children under eighteen years of age, employment income from
44 children eighteen years of age or older who are full-time students,
45 foster care payments, sporadic gifts, groceries provided by persons not
46 living in the household, supplemental nutrition assistance program bene-
47 fits, or the earned income tax credit.

48 6. "Manufactured home tenant" shall have the same meaning as defined
49 by section two hundred thirty-three of the real property law.

50 7. "Occupant" shall have the same meaning as defined in section two
51 hundred thirty-five-f of the real property law.

52 8. "Rent" shall mean rent as defined by section seven hundred two of
53 the real property actions and proceedings law and subject to proceedings
54 under article seven of the real property actions and proceedings law,
55 including statutory rents and maintenance fees paid pursuant to a
56 proprietary lease on a co-operative dwelling unit.

1 9. "Rental arrears" shall mean unpaid rent owed to the landlord that
2 accrued on or after March thirteenth, two thousand twenty, the date of
3 the emergency declaration pursuant to section 501(b) of the Robert T.
4 Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C.
5 5191(b).

6 10. "Utility arrears" shall mean unpaid payments to providers of util-
7 ity services accrued on or after March thirteenth, two thousand twenty,
8 the date of the emergency declaration pursuant to section 501(b) of the
9 Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42
10 U.S.C. 5191(b), for separately-stated electricity, gas, water, sewer,
11 trash removal and energy costs, such as fuel oil.

12 § 602. Authority to implement emergency rental and utility assistance.

13 1. The commissioner is hereby authorized and directed to implement, as
14 soon as practicable, a program of rental and utility assistance for
15 those eligible pursuant to section six hundred four of this article.

16 2. Such program shall be funded with: (a) all funds received by the
17 state from the federal Emergency Assistance Program; (b) any funds
18 remaining that were allocated from the federal Coronavirus Aid, Relief,
19 and Economic Security (CARES) Act of 2020 (P.L. 116-136) for the Emer-
20 gency Rent Relief Act of 2020, pursuant to chapter one hundred twenty-
21 five of the laws of two thousand twenty, such that the sum of such funds
22 actually expended pursuant to such chapter and that such funds reallo-
23 cated and expended pursuant to this article shall equal one hundred
24 million dollars; and (c) any additional funds allocated by the federal
25 government to the state of New York for emergency rental or utility
26 assistance related to the COVID-19 pandemic.

27 3. The commissioner shall work with localities throughout the state
28 that have received funds directly from the federal Emergency Rental
29 Assistance Program so that one central point of application shall be
30 made available for any and all federal Emergency Rental Assistance
31 Program funds in the state of New York.

32 4. The commissioner shall adopt, on an emergency basis pursuant to
33 subdivision six of section two hundred two of the state administrative
34 procedure act, any rules necessary to carry out the provisions of this
35 article.

36 § 603. Allocation among the city of New York and the respective coun-
37 ties of the state. The commissioner and each locality in receipt of
38 funds from the federal Emergency Rental Assistance Program shall work
39 jointly to ensure that, in total, the allocation of funds from this
40 program for households within the city of New York or within each county
41 outside the city of New York, whether granted to the state or directly
42 to such localities is no less than ninety percent of the proportional
43 share of all renter households in the state that reside in such city or
44 county, and no more than one hundred ten percent of such proportional
45 share.

46 § 604. Eligibility. The commissioner shall promulgate standards for
47 determining eligibility for this program.

48 1. All households, regardless of immigration status, shall be eligible
49 for rental assistance, utility assistance, or both if the household:

50 (a) is a tenant or occupant in their primary residence in the state of
51 New York, including both tenants and occupants of dwelling units and
52 manufactured home tenants;

53 (b) includes an individual who qualifies for unemployment or experi-
54 enced a reduction in household income, incurred significant costs, or
55 experienced other financial hardship due, directly or indirectly, to the
56 COVID-19 outbreak;

1 (c) demonstrate a risk of experiencing homelessness or housing insta-
2 bility; and

3 (d) has a household income at or below eighty percent of the area
4 median, adjusted for household size.

5 2. For the purposes of this program, income may be considered:

6 (a) the household's total income for calendar year two thousand twen-
7 ty; or

8 (b) the household's current monthly income at the time of application
9 for such assistance. If a household is applying for assistance using
10 current monthly income, the household shall only be eligible for assist-
11 ance for the months during which they meet the criteria in subdivision
12 one of this section.

13 3. In addition to the eligibility criteria in subdivision one of this
14 section, the commissioner may promulgate limits on assets as part of any
15 determination of eligibility for this program. The commissioner shall
16 exclude at least one vehicle up to fifteen thousand dollars in value
17 from any calculation made pursuant to this section.

18 4. The commissioner shall establish preferences in processing applica-
19 tions and allocating funds under this program. Such preferences shall at
20 a minimum prioritize:

21 (a) households whose income does not exceed fifty percent of the area
22 median income adjusted for household size; and

23 (b) households within which one or more individuals are unemployed as
24 of the date of the application for assistance and have not been employed
25 for the ninety days preceding such date.

26 5. The commissioner may also grant preferences for households who meet
27 one of the criteria in subdivision four of this section and:

28 (a) are tenants of mobile homes or mobile home parks whose arrears
29 have accrued for the land on which the mobile home is located;

30 (b) include one or more individuals who are victims of domestic
31 violence;

32 (c) apply jointly with their landlord; or

33 (d) have eviction cases that are pending on or before February first,
34 two thousand twenty-one.

35 6. A household may apply for utility assistance, rental assistance, or
36 both.

37 7. Nothing in this article shall be construed to disqualify applica-
38 tions from tenants of state-funded public housing agencies.

39 8. No rental assistance provided pursuant to this article shall be
40 duplicative of assistance for rent or rental arrears previously received
41 by the household.

42 9. Any ambiguity in eligibility criteria promulgated by the commis-
43 sioner shall be resolved in favor of the applicant when determining
44 eligibility.

45 10. Any information collected about a household in the process of
46 determining eligibility shall solely be used for the purposes of deter-
47 mining eligibility and shall not be shared with any other governmental
48 agency.

49 11. An individual full-time college student or a household consisting
50 exclusively of full-time college students is ineligible for this program
51 unless each individual in the household satisfies the following condi-
52 tions:

53 (a) the individual shall have established a household separate from
54 his or her parents or legal guardians for at least one year prior to
55 application for admission or shall meet the United States department of
56 education's definition of independent student; and

1 (b) the individual shall not be claimed as a dependent by his or her
2 parents or legal guardians pursuant to internal revenue service (IRS)
3 regulations.

4 § 605. Application. 1. As soon as practicable and no later than March
5 first, two thousand twenty-one, the commissioner shall make an applica-
6 tion for the program available on its website. The application shall be
7 available online in English, Spanish, Chinese, Russian, Yiddish, Haitian
8 (French Creole), Bengali, and Italian. The commissioner shall enable
9 applications to be accepted via telephone. The application period shall
10 remain open for a minimum of one hundred eighty days unless all avail-
11 able funding has been allocated prior to the expiration of one hundred
12 eighty days.

13 2. The commissioner shall designate non-for-profit organizations that
14 shall be permitted to assist households in applying for assistance and
15 such organizations shall be permitted to file applications on behalf of
16 such households.

17 3. The commissioner shall provide for procedures under which a land-
18 lord or owner of a residential dwelling shall be permitted to submit an
19 application for assistance on behalf of a tenant or occupant of such
20 dwelling. Such landlord or owner shall be required to:

21 (a) obtain the signature of the tenant on such application, which may
22 be documented electronically;

23 (b) provide the tenant with documentation of such application;

24 (c) use any payments received pursuant to this article solely to
25 satisfy the tenant's rental obligations to the landlord or owner; and

26 (d) keep confidential any information or documentation from or about
27 the tenant acquired pursuant to this application process.

28 § 606. Documentation. The commissioner shall establish procedures that
29 are appropriate and necessary to assure that information necessary to
30 determine eligibility provided by households applying for or receiving
31 assistance under this article is complete and accurate. Documentation
32 may include but is not limited to: a signed lease, paycheck stubs, earn-
33 ing statements, bank statements, tax records, W-2 or 1099 forms, e-pay-
34 ment application transaction history, written statements from a former
35 or current employer, telephone or in-person contact with a former or
36 current employer, self-attestation by the applicant, or other methods
37 approved by the commissioner. When self-attestation is used as documen-
38 tation, the applicant shall also attest that the applicant has no other
39 documentation available.

40 § 607. Restrictions on eviction. Eviction proceedings for rental
41 arrears that would be eligible for coverage under this program shall not
42 be commenced against a household who has applied for this program unless
43 or until a determination of ineligibility is made. If eviction
44 proceedings are commenced against a household who subsequently applies
45 for benefits under this program, all proceedings for missed rent
46 payments during the covered period shall be stayed until a determination
47 of ineligibility has been made.

48 § 608. Payments. 1. Payments shall be made for rental and/or utility
49 arrears accrued on or after March thirteenth, two thousand twenty. No
50 more than twelve months of rental and/or utility assistance, both
51 arrears or prospective, may be paid on behalf of or to any household. No
52 prospective rent may be paid unless or until all rental arrears payments
53 have been made to or on behalf of households who are eligible for this
54 program pursuant to section six hundred four of this article.

55 2. If all eligible households whose applications are received within
56 sixty days of the start of the application period receive assistance,

1 the commissioner may pay an additional three months of rental and/or
2 utility assistance for rental or utility arrears accrued after the date
3 of application or prospective rent. No household may receive more than
4 fifteen months of total rental and/or utility assistance. Eligibility
5 for assistance shall be reassessed for each household before rental
6 assistance is issued pursuant to this subdivision.

7 3. Payments for rental arrears or prospective rent shall be the lesser
8 of the monthly rent for the household or one hundred fifty percent of
9 the fair market rent for the dwelling unit. The rental assistance shall
10 be paid directly to the landlord of the dwelling unit or manufactured
11 home park occupied by the household for the total amount of qualified
12 rental arrears and prospective rental assistance pursuant to subdivision
13 one of this section. Utility assistance shall be paid directly to the
14 utility. The commissioner shall make reasonable efforts to obtain the
15 cooperation of landlords and utility providers to accept payments from
16 this program. Outreach shall be considered complete if a request for
17 participation is sent in writing, by certified mail, to the landlord or
18 utility provider, and the addressee does not respond to the request
19 within twenty-one calendar days after mailing; or, if at least three
20 attempts have been made by phone or email over a twenty-one calendar-day
21 period to request the landlord or utility provider's participation. All
22 such outreach efforts shall be documented.

23 4. If the landlord or utility provider is uncooperative or unrespon-
24 sive after outreach efforts are made pursuant to subdivision three of
25 this section, the commissioner may make payments directly to the eligi-
26 ble household for the purpose of enabling the household to make payments
27 to the landlord or utility provider. The commissioner may require
28 documentation from any households receiving such payments that monies
29 received were used in compliance with this program.

30 5. Acceptance of payment for rental arrears from this program shall
31 constitute agreement by the recipient landlord or property owner:

32 (a) to waive any late fees due on any rental arrears;

33 (b) to keep constant the monthly rent due for the dwelling unit such
34 that it shall remain the same as the amount that was due at the time of
35 application to the program for any and all months for which rental
36 assistance is received and for one year after the first rental assist-
37 ance payment is received; and

38 (c) not to evict for reason of expired lease or holdover tenancy any
39 household on behalf of whom rental assistance is received for one year
40 after the first rental assistance payment is received. Where the dwell-
41 ing unit that is the subject of the lease or rental agreement is located
42 in a building that contains four or fewer units, the landlord may
43 decline to extend the lease or tenancy if the landlord intends to imme-
44 diately occupy the unit for the landlord's personal use as a primary
45 residence or the use of an immediate family member as a primary resi-
46 dence.

47 § 609. No repayment and assistance not considered income. Eligible
48 households shall not be expected or required to repay any assistance
49 granted through this program. Assistance granted through this program
50 shall not be considered income for purposes of eligibility for public
51 benefits or other public assistance, but shall be considered a "source
52 of income" for purposes of the protections against housing discrimi-
53 nation provided under section two hundred ninety-six of the human rights
54 law. There shall be no requirement for applicants to seek assistance
55 from other sources, including charitable contributions, in order to be
56 eligible for assistance under this program.

1 § 610. Notice to tenants in eviction proceedings. In any eviction
2 proceeding pending as of the effective date of this article and any
3 eviction proceeding filed while applications are being accepted for
4 assistance pursuant to this article, the court shall promptly mail the
5 respondent information regarding how the respondent may apply for such
6 assistance in English, and, to the extent practicable, in the respond-
7 ent's primary language, if other than English.

8 § 611. Notice to tenants receiving rent demands. With every written
9 demand for rent made pursuant to subdivision two of section seven
10 hundred eleven of the real property actions and proceedings law, with
11 any other written notice required by the lease or tenancy agreement, law
12 or rule to be provided prior to the commencement of an eviction proceed-
13 ing, and with every notice of petition served on a tenant after the
14 effective date of this article and while applications are being accepted
15 for assistance pursuant to this article, the landlord shall provide
16 information regarding how a tenant may apply for such assistance, in a
17 form approved by the commissioner or the office of court administration,
18 in English, and, to the extent practicable, in the tenant's primary
19 language, if other than English.

20 § 612. Notice to applicants for assistance under the emergency rent
21 relief act of 2020. The commissioner, in consultation with the commis-
22 sioner of the division of housing and community development, shall
23 provide notice of how to apply for assistance pursuant to this article
24 to each tenant who applied for assistance under the emergency rent
25 relief act of 2020, pursuant to chapter one hundred twenty-five of the
26 laws of two thousand twenty. Such notice shall be provided in English,
27 and, to the extent practicable, in the tenant's primary language, if
28 other than English.

29 § 613. Outreach. The commissioner shall ensure that extensive outreach
30 is conducted to increase awareness of this program among tenants and
31 landlords. The commissioner shall prioritize for outreach communities
32 where the median income of residents is less than eighty percent of the
33 area median income for the region, communities with the highest unem-
34 ployment rates, and communities that experienced the highest rates of
35 COVID-19 infections during the pandemic, and to the extent practicable,
36 communities with high rates of ownership of rental housing by small
37 landlords. The commissioner shall ensure that such outreach is conducted
38 with materials written in the languages listed in subdivision one of
39 section six hundred five of this article, and to the extent practicable
40 in other languages commonly spoken by residents of those communities
41 required to be prioritized pursuant to this section, as per the most
42 recent American Community Survey from the United States Census Bureau.

43 § 614. Fair housing obligations. Nothing in this article shall lessen
44 or abridge any fair housing obligations promulgated by the federal
45 government, state, municipalities, localities, or any other applicable
46 jurisdiction.

47 § 615. Reports by the commissioner. The commissioner shall, on or
48 before April twentieth, two thousand twenty-one, and on or before the
49 twentieth of each month thereafter for the duration of the program,
50 submit and make publicly available on its website a report to the gover-
51 nor, the temporary president of the senate, and the speaker of the
52 assembly, indicating the number of households that have applied for
53 rental assistance only, the number of households that have applied for
54 utility assistance only, the number of households that have applied for
55 both rental and utility assistance, the number of applications for each
56 type of assistance approved, the number of applications for each type of

1 assistance rejected, the status of any pending applications, and the
2 monthly expenditures made pursuant to this article for each type of
3 assistance. Each number required to be included in the report shall be
4 reported as a statewide total from the start of the program through the
5 end of the preceding calendar month and as a subtotal for each county,
6 based on the location of the premises for which the applicant has sought
7 assistance.

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

10 § 131-bb. Proof of eligibility for rental assistance. Under no circum-
11 stances shall a local social services district require proof that a
12 court proceeding has been initiated against a tenant as a condition of
13 eligibility for a rent arrears grant or ongoing rental assistance
14 including rental assistance provided pursuant to this article.

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

17 § 131-w. Limitations in the payment of rent arrears. 1. Districts
18 shall not provide assistance to pay rent arrears, property taxes or
19 mortgage arrears for persons not eligible for home relief, aid to
20 dependent children, emergency assistance to needy families with children
21 or emergency assistance for aged, blind and disabled persons, except to
22 persons who are without income or resources immediately available to
23 meet the emergency need, whose gross household income does not exceed
24 one hundred twenty-five percent of the federal income official poverty
25 line and who sign a repayment agreement agreeing to repay the assistance
26 in a period not to exceed twelve months. The districts shall enforce
27 the repayment agreements by any legal method available to a creditor, in
28 addition to any rights it has pursuant to this chapter. The department
29 shall promulgate regulations to implement this section which shall,
30 among other things, establish standards for the contents of repayment
31 agreements and establish standards to ensure that assistance is provided
32 only in emergency circumstances.

33 2. Notwithstanding the provisions of subdivision one of this section,
34 no repayment agreement shall be required for assistance provided between
35 March seventh, two thousand twenty until the later of December thirty-
36 first, two thousand twenty-one or the date on which none of the
37 provisions that closed or otherwise restricted public or private busi-
38 nesses or places of public accommodation, or required postponement or
39 cancellation of all non-essential gatherings of individuals of any size
40 for any reason in executive order numbers 202.3, 202.4, 202.5, 202.6,
41 202.7, 202.8, 202.10, 202.11, 202.13 or 202.14 of two thousand twenty,
42 as extended by executive order numbers 202.28 and 202.31 of two thousand
43 twenty and as further extended by any future executive order, issued in
44 response to the COVID-19 pandemic continue to apply in the service
45 district. Any payment due and owing under this section shall be
46 suspended until the later of December thirty-first, two thousand twen-
47 ty-one or the date on which none of the provisions that closed or other-
48 wise restricted public or private businesses or places of public accom-
49 modation, or required postponement or cancellation of all non-essential
50 gatherings of individuals of any size for any reason in executive order
51 numbers 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, 202.13
52 or 202.14 of two thousand twenty, as extended by executive order numbers
53 202.28 and 202.31 of two thousand twenty and as further extended by any
54 future executive order, issued in response to the COVID-19 pandemic
55 continue to apply to the service district.

1 § 5. Subdivision 1 of section 131-s of the social services law, as
2 amended by chapter 318 of the laws of 2009, is amended to read as
3 follows:

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

20 (b) Notwithstanding the provisions of paragraph (a) of this subdivi-
21 sion, no repayment agreement shall be required for assistance provided
22 between March seventh, two thousand twenty until the later of December
23 thirty-first, two thousand twenty-one or the date on which none of the
24 provisions that closed or otherwise restricted public or private busi-
25 nesses or places of public accommodation, or required postponement or
26 cancellation of all non-essential gatherings of individuals of any size
27 for any reason in executive order numbers 202.3, 202.4, 202.5, 202.6,
28 202.7, 202.8, 202.10, 202.11, 202.13 or 202.14 of two thousand twenty,
29 as extended by executive order numbers 202.28 and 202.31 of two thousand
30 twenty and as further extended by any future executive order, issued in
31 response to the COVID-19 pandemic continue to apply in the service
32 district.

33 § 6. Section 106-b of the social services law, as amended by chapter
34 81 of the laws of 1995, is amended to read as follows:

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

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

3 2. Notwithstanding the provisions of subdivision one of this section,
4 no collection of overpayments shall be conducted, regardless of when the
5 overpayment accrued, until the later of December thirty-first, two thou-
6 sand twenty-one or the date on which none of the provisions that closed
7 or otherwise restricted public or private businesses or places of public
8 accommodation, or required postponement or cancellation of all non-es-
9 sential gatherings of individuals of any size for any reason in execu-
10 tive order numbers 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10,
11 202.11, 202.13 or 202.14 of two thousand twenty, as extended by execu-
12 tive order numbers 202.28 and 202.31 of two thousand twenty-one and as
13 further extended by any future executive order, issued in response to
14 the COVID-19 pandemic continue to apply in the service district.

15 § 7. Severability clause. If any clause, sentence, paragraph, subdivi-
16 sion, section or part of this act shall be adjudged by any court of
17 competent jurisdiction to be invalid, such judgment shall not affect,
18 impair, or invalidate the remainder of this act, but shall be confined
19 in its operation to the clause, sentence, paragraph, subdivision,
20 section or part of this act directly involved in the controversy in
21 which such judgment shall have been rendered. It is hereby declared to
22 be the intent of the legislature that this act would have been enacted
23 even if such invalid clause, sentence, paragraph, subdivision, section
24 or part had not been included herein.

25 § 8. This act shall take effect immediately and shall expire on the
26 later of December 31, 2021 or the date on which none of the provisions
27 that closed or otherwise restricted public or private businesses or
28 places of public accommodation, or required postponement or cancellation
29 of all non-essential gatherings of individuals of any size for any
30 reason in executive order numbers 202.3, 202.4, 202.5, 202.6, 202.7,
31 202.8, 202.10, 202.11, 202.13 or 202.14 of two thousand twenty, as
32 extended by executive order numbers 202.28 and 202.31 of two thousand
33 twenty and as further extended by any future executive order, issued in
34 response to the COVID-19 pandemic continue to apply anywhere in the
35 state, when upon such date the provisions of this act shall be deemed
36 repealed; provided that the state commissioner of social services shall
37 notify the legislative bill drafting commission upon the date on which
38 none of the provisions that closed or otherwise restricted public or
39 private businesses or places of public accommodation, or required post-
40 ponement or cancellation of all non-essential gatherings of individuals
41 of any size for any reason in executive order numbers 202.3, 202.4,
42 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, 202.13 or 202.14 of two
43 thousand twenty, as extended by executive order numbers 202.28 and
44 202.31 of two thousand twenty and as further extended by any future
45 executive order, issued in response to the COVID-19 pandemic continue to
46 apply anywhere in the state, in order that the commission may maintain
47 an accurate and timely effective data base of the official text of the
48 laws of the state of New York in furtherance of effectuating the
49 provisions of section 44 of the legislative law and section 70-b of the
50 public officers law.



**PART III
MATERIALS**

WHAT TO EXPECT WHEN COURTS OPEN UP AGAIN

**PRESENTED BY RAMONA GOODMAN, ESQ., NOVICK EDELSTEIN POMERANTZ PC
PHILIP A. ROSEN, ESQ., HORING, WELIKSON & ROSEN PC**

Ramona Goodman, Esq.

Supervising Partner of Litigation in Bronx, Benjamin Cardozo School of Law, J.D. 1984. Admitted to New York State Bar, and to the United States District Court for the Southern and Eastern Districts of New York.

Ms. Goodman is also admitted to practice before the United States Supreme Court. Her areas of concentration are Bankruptcy, administrative proceedings before the New York State Division of Housing and Community Renewal, residential & commercial real estate transactions and litigation, including Landlord-tenant litigation. She is a member of the American Bar Association, the New York State Bar Association, Bronx Women's Bar Association, and Yonkers Bar Association and has served on several continuing legal education panels. Ms. Goodman is also a co-chair of the Bronx Housing Court Implementation Committee and a member of the Bronx County Bar Association Judiciary Committee.

Philip A. Rosen, Esq.

Philip A. Rosen is the Managing Partner of Horing Welikson Rosen & Digrugilliers, P.C. Philip first became associated with the firm upon admission to the New York State Bar in 1985 and a Member three years later in 1988. As Managing Partner, Philip supervises all litigation matters and proceedings in Queens, the Bronx, New York and Kings Counties. Philip also prosecutes sophisticated trials on behalf of the firm's clients in connection with residential and commercial properties. Philip earned his JD from Touro College School of Law in 1984 and his BA from the State University of New York, College of Oneonta in 1981. He was admitted to the New York State Bar in 1985, the United States District Court Eastern District in February 1988 and the United States District Court Southern District in March 1988.

Philip was hand-picked by the administrative judges of the State of New York to be a member of the prestigious Housing Working Group, which reports to New York State Governor Andrew Cuomo on the state of Housing Court during the Coronavirus Pandemic. Philip is also a member of the New York State Bar Association, Association of the Bar of the City of New York and the Queens County Bar Association. Philip is the Chairman of the Landlord-Tenant Housing Court Sub-Committee of the Queens County Bar Association. He is also actively involved with the Judiciary Committee of the Association of the Bar of the City of New York and the Housing Court Committee of the Association of the Bar of the City of New York. Philip also lectures for the Queens County Bar Association, the Rent Stabilization Association (RSA) and the Community Housing Improvement Program (CHIP).

HOUSING COURT REOPENS

The Anticipated State of Landlord-
Tenant Law in a Post-Pandemic
World

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New York State's Ongoing Response to the COVID-19 Pandemic Concerning Housing Court

NY State Governor
Andrew Cuomo

Executive Orders
("EO")

NY State Chief Administrative
Judge Lawrence Marks

Administrative Orders
("AO")

NY State Civil Court Chief
Administrative Judge
Anthony Cannataro

Directives and
Procedures ("DRP")

Expected COVID-related Laws to Still be in Effect Once Courts Resume Operations

EO 202.28
(5/7/20)

Emergency
Eviction &
Foreclosure
Act (12/28/20)

Tenant Safe
Harbor Act
(6/30/20) &
EO 202.66
(9/29/20)

EO 202.28

- Residential tenants can choose to use their security deposit towards unpaid rent that accrued during the COVID-19 period.
- Landlords cannot charge or collect late fees from residential tenants during the COVID-19 period.

EO 202.48 continued order through August 20, 2020; EO 202.55 continued order through September 4, 2020; EO 202.60 continued order through October 4, 2020; EO 202.64 continued order through October 20, 2020; EO 202.67 continued order through November 3, 2020; EO 202.72 continued order through December 3, 2020; EO 202.79 continued order through January 1, 2021; EO 202.87 continued order through January 29, 2021; EO 202.92 continued order through February 26, 2021.

Why EO 202.28 May Continue Once Courts Resume Operations

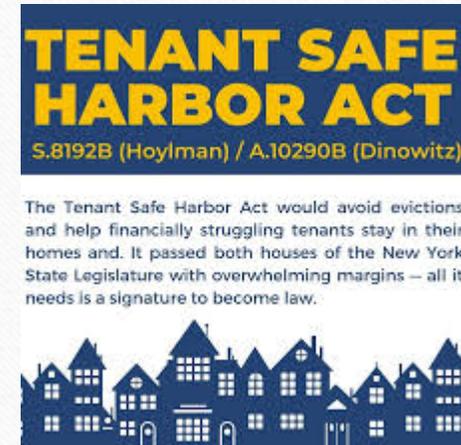
- History of EO 202.28 shows that Cuomo continues to extend the expiration date of the Order every 30 days, so he's likely to keep doing that even after courts reopen.
- Legislation has been passed in the NY State Senate and Assembly to further extend other laws providing protections for tenants similar to this one, so there could be a further extension if Cuomo is pressured by the State Legislature here too.

Tenant Safe Harbor Act

- Courts shall not issue a warrant of eviction or judgment of possession, but are authorized to issue a money judgment, against a residential tenant or other lawful occupant that has suffered a financial hardship for the non-payment of rent that accrues or becomes due during the “COVID-19 covered period” (defined as March 7, 2020 up to and including Phase 4).
- Allows a tenant or lawful occupant to raise financial hardship during the COVID-19 covered period as a defense in a summary proceeding.
- However, a tenant who cannot establish financial hardship is subject to a possessory judgment and warrant of eviction, as well as a money judgment.

Tenant Safe Harbor Act

- To determine the merit of a tenant's financial hardship defense, the court shall consider, among other relevant factors:
 1. Tenant or occupant's income prior to the COVID-19 covered period;
 2. Tenant or occupant's income during the COVID-19 covered period;
 3. Tenant or occupant's liquid assets; and
 4. Tenant or occupant's eligibility for, and receipt of, cash assistance, supplemental nutrition assistance program, supplemental security income, the New York State disability program, the home energy assistance program, or unemployment insurance or benefits under state or federal law.
- Under the TSHA, the courts are only allowed to award a monetary judgment for rent against a tenant who successfully pleads a financial hardship defense for rent arrears during the COVID-19 covered period in a nonpayment action.



Tenant Safe Harbor Act & the Commencement of Plenary Actions

- Since the TSHA has taken the remedy of possessory judgments off the table in many cases, one alternative is seeking a monetary judgment for unpaid rent against tenants in plenary actions in Civil or Supreme Court (depending upon how much is being sued for).

Why the TSHA May Continue Once Courts Resume Operations

- In essence, the TSHA was enacted so as to prevent possessory judgments and evictions of tenants negatively impacted by the COVID-19 pandemic. After May 1, 2021, such impacts will unfortunately not just disappear just because courts have reopened, so we're likely to see an extension of the TSHA to deal with the financial hardships tenants are still going to be struggling with.
- With the popularity of the "Cancel Rent Movement", there's seems to be a lot of political pressure on Cuomo to extend this law further.



EO 202.66

- This Executive Order modified the TSHA to extent of imposing a moratorium on all evictions through January 1, 2021 (even for those judgments and warrants issued prior to March 7, 2020), and it is still in effect today.



Emergency Eviction & Foreclosure Act

- Invoked a sixty (60) day stay on all summary eviction proceedings pending on the effective date of the Act (12/28/20) and those commenced within 30 days of the effective date (i.e. cases commenced through January 27, 2021).
- A Declaration of Hardship must now be served with all predicate notices (i.e., rent demands; five-day delinquency notices, notices to cure; notices to terminate; notices to quit), and with the petition. It must be served both in English and in a tenant's primary language.
- Declaration of Hardship must include: the Landlord's mailing address; telephone number and email address as well as a list of all not-for-profit legal service providers in the county in which the subject premises is located.

Emergency Eviction & Foreclosure Act

- If there is no pending eviction proceeding and you receive a Declaration of Hardship, no proceeding can be commenced until, at the earliest, May 1, 2021.
- If a proceeding is pending, but a warrant has not issued (including those cases filed on or before March 7, 2020) and you receive a Declaration of Hardship, that proceeding is stayed until, at least May 1, 2021.
- In cases where a warrant has issued prior to the effective date of this Act, execution must be stayed, at least, until the court has held a conference with the parties.
- Effect on Default Judgments:
 - No judgment authorizing the issuance or execution of a warrant of eviction on default of a respondent shall be enforced prior to May 1, 2021 without the court holding a hearing upon motion of the Petitioner.

Emergency Eviction & Foreclosure Act

Effect on Holdover Proceedings:

- If a Declaration of Hardship is received for a tenant, the only type of holdover proceeding that can be commenced or continued through May 1, 2021 is one based upon nuisance allegations.
- Tenant must be "persistently and unreasonably engaging in behavior that substantially infringes on the use and enjoyment of other tenants/occupants" or causing a "substantial safety hazard to others."
- Notices must be fact specific, general allegations of nuisance will not sustain the proceeding.

Effect on Pending Nuisance Proceedings:

- If a nuisance proceeding, pending as of 12/28/20, does not allege tenant persistently and unreasonably engaged in behavior that substantially infringes on the use and enjoyment of other tenants/occupants, the proceeding will be dismissed.
- If judgment was issued prior to 12/28/20, on the basis of objectionable conduct or nuisance, the court will hold a hearing to determine if the conduct is continuing. Any witness must have fact specific, personal knowledge of the conduct upon which the proceeding is based.
- If petitioner establishes tenant persistently and unreasonably engaged in the complained of behavior, or the tenant fails to provide a Declaration of Hardship, the proceeding shall continue.
- If petitioner fails to establish tenant persistently and unreasonably engaged in the complained of behavior and tenant provides a Declaration of Hardship, the proceeding shall be stayed until May 1, 2021.

AO 340/20

- Pursuant to enactment of EEFA on 12/28/20, Chief Administrative Judge Marks issued AO 340/20 on 12/30/20.
- Stayed residential proceedings for 60 days that were commenced before March 7, 2020 and through January 27, 2021 (also carved out the “nuisance exception” similar to EEFA).
- No court shall accept for filing any petition in an eviction proceeding unless those papers include affidavits of Declaration of Hardships served on tenants as required by the EEFA.
- Prior to May 1, 2021, no court shall issue or authorize the enforcement of a default judgment without first holding a hearing upon motion of the petitioner.
- In any residential case where 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.
- 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.

Why the EEFA May Continue When Courts Resume Operations

- In essence, the TSHA was enacted so as to prevent possessory judgments and evictions of tenants negatively impacted by the COVID-19 pandemic. After May 1, 2021, such impacts will unfortunately not just disappear just because courts have resumed, so we're likely to see an extension of the TSHA to deal with the financial hardships tenants are still going to be struggling with.
- The potential extensions of any of these orders or acts is going to depend upon whether (1) the state of the COVID-19 infection rate, and (2) the political landscape in Albany.

Pre-Pandemic Cases Commenced Prior to March 16, 2020

- Conferencing Cases: AO 87-20 (passed on May 4, 2020) allowed pre-pandemic cases where both sides were represented by counsel to have virtual conferences with the court on Skype for Business (now Microsoft Teams).
- Trials:
 - July 27, 2020: in-person housing court trials resumed in Brooklyn
 - August 10, 2020: in-person housing court trials resumed in Staten Island
 - September 8, 2020: in-person housing court trials resumed in Manhattan
 - September 8, 2020: in-person housing court trials resumed in Queens
 - September 15, 2020: in-person housing court trials resumed in the Bronx
 - The Supervising Judge in each county will select which cases previously scheduled for trial will be heard, currently prioritizing those two-attorney matters that were placed on the trial calendar *before* March 16, 2020, and cannot be resolved virtually. The courts will notify parties of trial dates accordingly.

Commencing New Cases

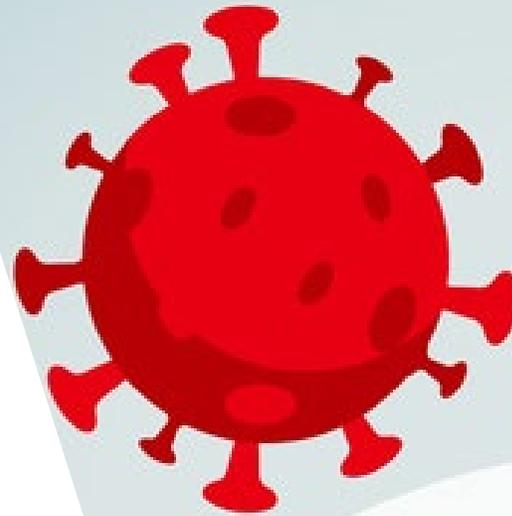
- All new petitions in NYC filed via e-filing (NYCSEF)
- Petitions filed via mail in Nassau, Suffolk & Westchester
- No default judgments being issued by any court
- Return Dates of Petitions are marked “to be determined” by all NYC Courts (meaning, no initial court dates have been given in new cases since March 2020)

Housing Court: Post-Pandemic Possibilities

- Nearly all cases, whether filed pre-pandemic or after March 7, 2020, will be handled by the courts virtually
- In order to handle case virtually, the courts must be able to contact respondent via e-mail or cell phone
 - Although the court prefers to schedule conferences on the oldest-filed cases first, they will only be able to hold virtual conferences on cases where they know email addresses of respondents
- On cases commenced since June 22, 2020 to present (approximately 40,000 cases in NYC), the courts have contact information for the named respondents on roughly 80% of these cases
- ***Important for Landlords***: they should give their attorneys their tenants' contact info, if they have it, so that the attorney can notify the court and hopefully get the case scheduled for virtual conference
- Court attorneys will be involved in virtual conferencing, as well as judges
- Every tenant will be able to get an attorney (Based on Universal Access Law of 2017)
 - The main goal of this, according to court administration, is so that these assigned attorneys can get HRA to pay the rent arrears
- In person appearances are few and far between right now, although the courts do have emergency parts open for OSCs (i.e., illegal lockout cases). The OCA is starting to retro fit courtrooms to be pandemic regulation-compliant in order to facilitate more in-person appearances.

WHAT LANDLORDS NEED TO KNOW
NOW ABOUT COMMENCING CASES IN
NEW YORK CITY

By: Ramona Goodman, Esq.
733 Yonkers Avenue, 6th Floor
Yonkers, NY 10704
Tel. (914) 375-0100



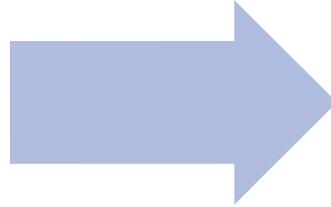
COVID-19 EMERGENCY EVICTION AND FORECLOSURE PREVENTION ACT OF 2020

- ▶ Issued on December 28, 2020 and expires on May 1, 2021.
- ▶ The Act stays all pending matters until at least May 1, 2021 of tenants who have lost income or had increased costs during the pandemic and/or for whom moving would pose a significant health risk, unless nuisance exception applies.
- ▶ In order to qualify for protection from eviction until at least May 1, 2021, Tenants must complete a Hardship Declaration Form and return it to his or her landlord or landlord's agent (may be attorneys).



Hardship Declaration Form

- This form shall be provided to the Tenant in English and in his or her primary language (if other than English).
- The court shall mail the form to the tenant in cases pending as of December 28, 2020.
- The landlord shall include the form with “every written demand for rent” on cases commenced after December 28, 2020.
- If Tenant completes and mails/delivers a hardship declaration form to the Landlord or its agent stating that he or she has lost income or increased expenses due to Covid-19 AND/OR vacating the apartment would cause a hardship, it prevents the Landlord from commencing a new case or proceeding under an existing case until at least May 1, 2021.
- This requirement expires on May 1, 2021.



Eviction Process

- Eviction cases pending as of December 29, 2020 are suspended until after February 26, 2021.
- Eviction cases commenced from December 29, 2020 through January 27, 2021 are suspended for at least 60 days from date of commencement.
- If hardship declaration filed, cases stayed to May 1, 2021.



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.



Index Number (if known/applicable): _____

County and Court (if known/applicable): _____

**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.

Tenant Hardship Declaration Form (English)



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.



Número de índice (si se conoce/si es aplicable): _____

Condado y Tribunal (si se conoce/si es aplicable): _____

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. Pérdida 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.

Tenant Hardship Declaration Form (Spanish)

COMMENCING A NONPAYMENT PROCEEDING PURSUANT TO THE COVID-19 EMERGENCY EVICTION AND FORECLOSURE PREVENTION ACT OF 2020



FIVE-DAY DEFAULT NOTICE

- ▶ If landlord fails to receive a rent payment from the tenant within 5 days of its due date, such landlord shall send the tenant, by certified mail, a written notice stating the failure to receive the payment of the rent only (“Notice), **along with a copy of the Tenant’s Declaration of Hardship During the Covid-19 Pandemic form (“Hardship Declaration”)**. Landlord **MUST** include the following information on the Hardship Declaration: a mailing and email address to return to the form. You may also want to provide a contact person and a telephone number.*
- ▶ Some attorneys prefer that the client’s contact information be on the hardship declaration, while other attorneys prefer to use their own contact information. Either is fine.
 - ▶ If the Hardship Declaration is received by the landlord or the landlord’s agent, the case cannot proceed until after May 1, 2021.
- ▶ Failure to provide the Notice may be used as an affirmative defense by the tenant in a nonpayment proceeding.

* Some attorneys believe that the Hardship Declaration does not need to be included with the five-day default notice.

14-DAY NOTICE FOR RENT ("Rent Demand")



- ▶ The Rent Demand notifies the tenant that if he or she fails to pay the rent demanded in the notice or fails to vacate the subject premises, the landlord will commence summary proceeding(s) against him or her to recover possession of the premises (some landlords send the late notice with the Rent Demand and others send the Rent Demand after the late notice).
- ▶ The Rent Demand must seek only the rent demanded in the late notice
- ▶ Legal fees cannot be demanded in the Rent Demand.
- ▶ **A copy of the Hardship Declaration MUST be attached to the Rent Demand.**
- ▶ **The Rent Demand and Hardship Declaration MUST be served by process server.**
- ▶ **If the Hardship Declaration is received by the landlord or landlord's agent, the case cannot proceed until after May 1, 2021.**

NOTICE OF PETITION AND PETITION

- ▶ The Notice of Petition and Petition (“Petition”) must include (1) Covid-19 affirmation as required by Judge Marks in AO 127/20 and (2) Notice informing tenants that they may be eligible for an extension of time to answer the petition in light of Covid-19 pandemic and contact information to seek counsel.
- ▶ A copy of the Hardship Declaration form **MUST** be attached to the Petition.
- ▶ A copy of a list of not-for-profit legal service providers in the county where the subject property is located **MUST** be attached to the Petition.
- ▶ The Petition **MUST** include an affidavit attesting that:
 - ▶ a) at the time of filing, neither the petitioner nor any agent of the petitioner has received a hardship declaration from the respondent or any other tenant or occupant, OR
 - ▶ b) the respondent or another tenant or occupant of the apartment has returned a hardship declaration, but the respondent is a nuisance (see, holdover section).
- ▶ Index Number is purchased electronically via the New York State Courts Electronic Filing System (“NYSCEF”). All court documents must be filed on NYSCEF.
- ▶ The Petition **MUST** be served by process server.
- ▶ The Process server **MUST** serve Petition via due diligence.



HOLDOVERS

- ▶ The Act DOES NOT apply where the pending or new petition alleges that the tenant is “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 (the “Nuisance Exception”).
- ▶ Otherwise, all of the prior rules apply and Hardship Declaration must be served with all predicate notices.

Covid-19 Affirmation

Exh. 1a

[Court]
COUNTY OF _____

Petitioner (Landlord)

Index No. L&T _____

AFFIRMATION

v.

Respondent (Tenant)

Address:

Please note: As a result of the COVID-19 pandemic, the commencement and prosecution of eviction proceedings were stayed under various provisions of law, including but not limited to Governor Cuomo's Executive Order 202.8 and Executive Order 202.28, Chief Administrative Judge Marks's Administrative Orders AO/68/20, AO/121/20, and AO/127/20, and the federal Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136). This affirmation is designed to advance the purpose of these federal and state directives, and to avoid unnecessary in-person appearances of parties and others in courthouses.

[_____] , Esq., pursuant to CPLR §2106 and under the penalties of perjury, affirms as follows:

1. I am an attorney at law duly licensed to practice in the state of New York and am affiliated with the law firm of _____, attorneys for Petitioner in the above-captioned eviction proceeding pursuant to RPAPL §732. As such, I am fully aware of the underlying action, as well as the proceedings had herein.

2. I am aware that, as a result of the COVID-19 pandemic, various state and federal authorities have issued statutes and executive orders regulating the time and manner of commencement and prosecution of eviction proceedings. These include (without limitation), gubernatorial Executive Orders EO-202.8 (March 20, 2020), EO-202.14 (April 7, 2020), EO-202.28 (May 7, 2020), and EO 202.38 (June 6, 2020); Chief Administrative Judge Administrative Orders AO/68/20 (March 16, 2020), AO/121/20 (June 9, 2020), and AO/127/20

(June 18, 2020), and federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act, enacted on March 27, 2020).

3. I have reviewed these authorities, have consulted with my client, and affirm that, to the best of my knowledge, information, and belief, the petition and other papers filed or submitted to the Court in this matter comport with the requirements of those state and federal directives -- including the directive, set forth in Executive Order 202.28, that "[t]here shall be no initiation of a proceeding or enforcement of ... an eviction of any residential or commercial tenant, for nonpayment of rent ... by someone that is eligible for unemployment insurance or benefits under state or federal law or otherwise facing financial hardship due to the COVID-19 pandemic for a period of sixty days beginning on June 20, 2020."

4. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

DATED: _____

Please note: Counsel may augment this affirmation to provide explanatory details, and may file supplemental affirmations or affidavits for the same purpose.

Covid-19 Affidavit (non-attorney)

Exh. 1b

[Court]
COUNTY OF _____

Petitioner (Landlord)

Index No. L&T _____

PETITIONER'S AFFIDAVIT

v.

Respondent (Tenant)

Address:

Petitioner's Full Name

Please note: As a result of the COVID-19 pandemic, the commencement and prosecution of eviction proceedings were stayed under various provisions of law, including but not limited to Governor Cuomo's Executive Order 202.8 and Executive Order 202.28, Chief Administrative Judge Marks's Administrative Orders AO/68/20, AO/121/20, and AO/127/20, and the federal Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136). This affidavit, to be filed by petitioners who are self-represented in eviction matters, is designed to advance the purpose of these federal and state directives, and to avoid unnecessary in-person appearances of parties and others in courthouses.

STATE OF NEW YORK)
)ss.
COUNTY OF _____)

_____, being duly sworn, says:

1. I am the petitioner in this eviction proceeding, and am not represented by counsel. I have personal knowledge of the facts stated in the petition.

2. I am aware that, as a result of the COVID-19 pandemic, various state and federal authorities have issued statutes and orders regulating the bringing of eviction proceedings. These include (without limitation), Governor Cuomo's Executive Orders EO-202.8 (March 20, 2020), EO-202.14 (April 7, 2020), EO-202.28 (May 7, 2020), and EO 202.38 (June 6, 2020) (<https://www.governor.ny.gov/executiveorders>); Chief Administrative Judge Administrative

Orders AO/68/20 (March 16, 2020), AO/121/20 (June 9, 2020), and AO/127/20 (June 18, 2020) (<https://www.nycourts.gov/latest-AO.shtml>), and section 4024 of the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act, enacted on March 27, 2020) ([see, e.g. https://www.congress.gov/products/pdfs/IN/IN11320](https://www.congress.gov/products/pdfs/IN/IN11320)).

3. I have reviewed these authorities, and declare that, to the best of my knowledge, information, and belief, the petition and other papers filed in this matter meet the requirements of those state and federal directives -- including the requirement contained in Executive Order 202.28, that "[t]here shall be no initiation of a proceeding or enforcement of ... an eviction of any residential or commercial tenant, for nonpayment of rent ... by someone that is eligible for unemployment insurance or benefits under state or federal law or otherwise facing financial hardship due to the COVID-19 pandemic for a period of sixty days beginning on June 20, 2020."

Sworn to before me this
_____ day of _____, 20__

Public Notary

Notice to
Respondent-Tenant
(English)
must be in color.
Pastel colors work
best.

Exh. 2a

NOTICE TO RESPONDENT TENANT

DURING THE CORONAVIRUS EMERGENCY, YOU
MIGHT BE ENTITLED BY LAW TO TAKE ADDITIONAL
DAYS OR WEEKS TO FILE AN ANSWER TO THIS
PETITION.

PLEASE CONTACT YOUR ATTORNEY FOR MORE
INFORMATION.

IF YOU DON'T HAVE AN ATTORNEY, PLEASE CALL

718-557-1379

OR VISIT

www.nycourts.gov/evictions/nyc/

Exh. 2b

NOTICE TO RESPONDENT TENANT

DURING THE CORONAVIRUS EMERGENCY, YOU
MIGHT BE ENTITLED BY LAW TO TAKE ADDITIONAL
DAYS OR WEEKS TO FILE AN ANSWER TO THIS
PETITION.

PLEASE CONTACT YOUR ATTORNEY FOR MORE
INFORMATION.

IF YOU DON'T HAVE AN ATTORNEY, PLEASE
VISIT

www.nycourts.gov/evictions/outside-nyc/

FOR MORE INFORMATION.

Notice to Respondent-Tenant (Spanish)

must be in color.
Pastel colors work
best.

AVISO A INQUILINO DEMANDADO

DURANTE LA EMERGENCIA DEL CORONAVIRUS,
ES POSIBLE QUE USTED TENGA DERECHO POR LEY
A TOMAR DÍAS O SEMANAS ADICIONALES
PARA PRESENTAR UNA RESPUESTA
A ESTA PETICIÓN

POR FAVOR CONTACTE A SU ABOGADO PARA MAS
INFORMACIÓN.

SI USTED NO TIENE UN ABOGADO, LLAME AL

718-557-1379

O VISITE

www.nycourts.gov/evictions/nyc/

AVISO A INQUILINO DEMANDADO

DURANTE LA EMERGENCIA DEL CORONAVIRUS,
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A TOMAR DÍAS O SEMANAS ADICIONALES
PARA PRESENTAR UNA RESPUESTA
A ESTA PETICIÓN

POR FAVOR CONTACTE A SU ABOGADO PARA MAS
INFORMACIÓN.

SI USTED NO TIENE UN ABOGADO, VISITE

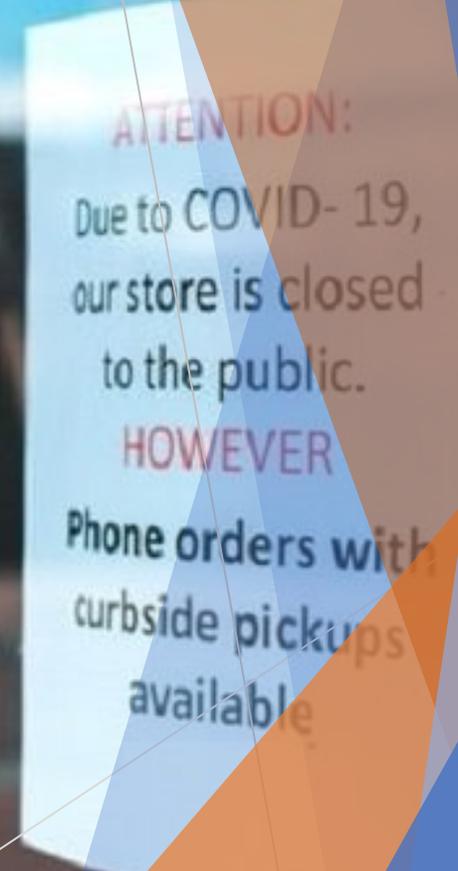
www.nycourts.gov/evictions/outside-nyc/

NOT-FOR-PROFIT LEGAL SERVICE PROVIDERS LIST

Service Area	Organization Name	Website	Telephone Number
BRONX	Bronx Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NAICA (Neighborhood Association of Inter-Cultural Affairs, Inc.)	https://www.naicany.org/	718-538-3344 ext: 100 or ext:117
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Bronx Defenders	https://www.bronxdefenders.org/	718-838-7878
	The Legal Aid Society	https://www.legalaidnyc.org/	718-991-4600
BROOKLYN	Urban Justice Center - Safety Net Project	https://snp.urbanjustice.org/	646-602-5600
	Brooklyn Legal Services Corporation A	https://bka.org/	718-487-2300
	Brooklyn Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	CAMBA Legal Services	https://camba.org/program/legalservices/	718-287-0010
	CoRe (Communities Resist)	https://communitiesresist.org/	646-974-8761
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	RiseBoro Community Partnership	https://www.riseboro.org/rb/empowerment/legal_services/	929-282-4126 ext: 1046 or 929-297-0215 ext: 1022
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
	The Legal Aid Society	https://www.legalaidnyc.org/	718-722-3100
MANHATTAN	Urban Justice Center - Safety Net Project	https://snp.urbanjustice.org/	646-602-5600
	Goddard Riverside Law Project	https://goddard.org/programs/fighting-homelessness/goddardlawproject/	212-799-9638
	Housing Conservation Coordinators	http://www.hcc-nyc.org/	212-541-5996
	Lenox Hill Neighborhood House	https://www.lenoxhill.org/legaladvocacy	212-218-0503
	Manhattan Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	Mobilization for Justice	https://mobilizationforjustice.org/	212-417-3700
	NDS (Neighborhood Defender Service of Harlem)	https://neighborhooddefender.org/	212-876-5500
	NMIC (Northern Manhattan Improvement Corporation)	https://www.nmic.org/legal/	212-822-8300
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
QUEENS	The Legal Aid Society	https://www.legalaidnyc.org/	212-426-3000
	Catholic Migration Services	https://catholicmigration.org/	347-472-3500
	JASA (Jewish Association for Services for the Aged)	https://www.jasa.org/services/legal	212.273.5359
	NYLAG (New York Legal Assistance Group)	https://www.nylag.org/	929-356-9582
	Queens Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	TakeRoot Justice	https://takerootjustice.org/	212-810-6744
STATEN ISLAND	The Legal Aid Society	https://www.legalaidnyc.org/	718-286-2450
	CAMBA Legal Services	https://camba.org/program/legalservices/	646-973-1420
	Staten Island Legal Services/LSNYC	https://www.legalservicesnyc.org/	917-661-4500
	The Legal Aid Society	https://www.legalaidnyc.org/	347-422-5333

COMMERCIAL PROCEEDINGS

- ▶ **Commercial Nonpayment Proceedings**
 - ▶ Executive order 202.81 stayed cases of tenants affected by Covid-19 until January 31, 2021.
 - ▶ It is unclear if Executive Order 202.92 further stays cases until February 26, 2021.
- ▶ **Commercial Holdover Proceedings**
 - ▶ No stay. However, it is unclear if commercial holdovers premised on the chronic nonpayment of rent are also stayed.
- ▶ Hardship Declaration is not required.



ALTERNATIVES TO HOUSING COURT TO OBTAIN MONEY JUDGMENTS AND/OR POSSESSION OF YOUR PREMISES



Alternatives to New York City Housing Court

Plenary Action in Civil or Supreme Court

- An action that may be commenced in Civil or Supreme Court to obtain money damages from a private person or entity.
- Small Claims maximum relief sought is \$10,000.00.
- Civil Court maximum relief sought is \$25,000.00 or less.
- Supreme Court relief sought is \$25,000 or greater.

Ejectment Action in Civil or Supreme Court

- An action commenced by a landlord to obtain possession of an apartment when he or she is unable, or unwilling, to commence a holdover proceeding in the Housing Court.
- Civil Court when assessed value of the property is \$25,000.00 or less.
- Supreme Court when assessed value of the property is greater than \$25,000.00.
- Assessment value of the property is found in the Notice of Assessment, which is received by the landlord yearly.

PLENARY ACTION



- ▶ For debt based action, mail tenant a notice pursuant to the Fair Debt Collection Practices Act (“FDCPA Letter”) informing Tenant of Debt and demanding payment within 30 days.
 - ▶ The notice must be mailed in an envelope marked “personal and confidential” and showing only the landlord’s/landlord’s attorney mailing address, not its name.
- ▶ Serve Summons and Complaint with sufficient notice of claim. No need to wait 30 days to file the action.
- ▶ The Tenant is given 20 or 30 days to answer the Complaint.
 - ▶ 20 days after personal service.
 - ▶ 30 days after services by any other means.
- ▶ In Supreme Court, if the Tenant Answers, landlord or tenant must file a request for judicial intervention for a conference or motion relief.
- ▶ If the parties cannot settle, the case proceeds to trial.
- ▶ At this time, small claims court is only conducting conferences, not trials, until further notice.
- ▶ In Civil/Supreme Court, discovery of documents is permitted as of right, which will probably delay the case.

EJECTMENT ACTION

- ▶ Same predicate notice requirements as in a summary proceeding for tenants (i.e., termination notice). However, no predicate notice requirement for licensee/squatter, etc. (as RPAPL §713 proceeding would require).
- ▶ After expiration of any required predicate notice, the landlord must serve the tenant with a summons and complaint to commence the action.
- ▶ The process is longer and more expensive.
 - ▶ Cost of index number in Supreme Court is \$210.00.
 - ▶ Cost of index number in Civil Court is \$45.00.
 - ▶ Discovery is as of right.
 - ▶ Ejectments are executed by a sheriff or marshal.
- ▶ Unlike summary proceedings, landlord may seek interim use and occupancy (U&O) by motion right after filing of complaint.
 - ▶ If it is a legal apartment, landlord must specify in the complaint the dollar amount that is owed through a certain date.
 - ▶ If it is an illegal apartment, landlord may not seek U&O.



EJECTION ACTION (Cont'd)

- ▶ Unclear if this is permitted under the Covid-19 Eviction Prevention Act; courts are split.
- ▶ Question remains whether you have to include the Hardship Declaration to ejection proceeding
- ▶ Also, question as to continuing viability of ejection actions against residential tenants. See RPAPL §711 (“no tenant...shall be removed from possession except in a special proceeding”).

Ejection Action Granted

- ▶ *138-77 Queens Blvd LLC v. QB Wash LLC*, Index 715071/20 (1/15/21): Queens Supreme Court permits ejection action against commercial tenant, including for unpaid rent, in spite of executive orders, because it is not a “proceeding,” but an “action.”
- ▶ *Yukyung Choi v. Solomon*, 2021 NY Slip Op 30266(U) (1/28/21): New York Supreme Court grants ejection judgment against licensee in matter involving a residential dwelling unit.

Ejection Action Denied

- ▶ *Jacob Cram Coop., Inc. v. Ziolkowski*, 2021 NY Slip Op 30174(U) (1/22/21): New York Supreme Court holds that Covid-19 Emergency Eviction and Foreclosure Act applies to both ejection actions and summary proceedings.





Q & A

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The materials contained in this PowerPoint do not constitute direct legal advice and is for informational purposes only. An attorney-client relationship is not presumed or intended by receipt or review of this presentation. While the information presented may be applicable, it should never replace informed counsel.

138-77 Queens Blvd LLC v. QB Wash LLC

Ejectment Action Not Barred by Executive Orders; Landlord Awarded Prospective U&O

January 27, 2021 at 12:00 AM

Docket

- **Practice Area:** Landlord Tenant Law
- **Date filed:** 2021-01-15
- **Court:** Supreme Court, Queens
- **Judge:** Justice Robert J. McDonald
- **Case Number:** 715071/2020

Case Digest Summary

Landlord commenced this commercial ejectment action to evict the commercial tenant and now sought an order directing payment of prospective and retroactive use and occupancy. It alleged tenant failed to pay rent since Feb. 2020. Tenant argued it did not default as its purpose was frustrated and became impossible due to the COVID-19 pandemic. The court noted as this was an ejectment action, not a landlord-tenant proceeding, the Governor's Executive Order 202.28 and executive orders extending protections therein granting a moratorium on commercial evictions did not preclude this action. Tenant argued the notices to cure violated 202.8 which tolled "any specific time limit for the...service of any... notice...process or proceeding. Yet, while 202.8 tolled procedural laws of the state, it did not address contractual deadlines, including sending of notices. Also, Administrative Code §22-902.b

stated a landlord's lawful termination of a lease did not constitute harassment, thus, the cure notices and commencement of this action were proper. The court also found equities supported payment of U&O, granting landlord prospective U&O at \$29,765 monthly from Feb. 1, 2021.

Full Case Digest Text

The following electronically filed documents read on this motion by plaintiff for an Order directing payment of prospective and retroactive use and occupancy:

Papers Numbered

Notice of Motion-Affirmation-Exhibits-Memo. of Law EF 14-31

Affirmation in Opposition-Exhibits-Memo. of Law EF 34-50

Affirmation in Reply-Exhibits-Memo. of Law EF 51-58 This is a

commercial ejectment action, seeking the eviction of a commercial tenant, defendant QB Wash LLC, from the premises located at 138-77 Queens Boulevard and 138-77 87th Avenue, in Queens County, New York on which tenant operates a car wash and automotive lube shop. Plaintiff landlord commenced this action on September 4, 2020. Defendant tenant filed an answer with counterclaims on October 26, 2020. Landlord now seeks an Order directing payment of prospective and retroactive use and occupancy. In support of the motion, landlord submits an affidavit of its manager, Ethan D. Wohl. Mr. Wohl affirms, inter alia, that the relevant Lease, entered into in 2010, has a 25-year term that requires tenant, in addition to paying base rent, to reimburse landlord for real estate taxes and insurance and assume full responsibility for maintenance and repairs. Tenant has failed to pay rent since February 2020, resulting in present arrears totaling over \$184,000. The monthly base rent for the June 2019 through May 2020 lease year was

\$17,337 per month. The reimbursable real estate taxes and insurance for 2020 have totaled approximately \$94,000. The Lease provides for the base rent to be reset to market rate in June 2020, and sets forth a procedure requiring good faith negotiations between the parties, followed by appointment of party appraisers, followed by appointment of a neutral third party appraiser if necessary. In February 2020, pursuant to the rent reset procedure set forth in the Lease, the parties' principals met twice. Tenant stated that it would need a substantial rent reduction. In March 2020, the parties designated appraisers and exchanged appraisals in late May 2020. The parties' appraisers' divergent valuations triggered appointment of a third, neutral appraiser. In July 2020, landlord accepted tenant's proposal to appoint Steven Schleider. In June 2020, following the parties' failed negotiations over rent arrears, landlord drew down the one-month security deposit it held and sent tenant a notice to replenish the security deposit or face termination of the Lease. Landlord also sent a notice to cure an outstanding Fire Department violation and lapsed petroleum bulk storage registration. Tenant replenished the security deposit and timely cured the outstanding Fire Department violation. In July, landlord again drew down the security deposit and sent tenant a new notice to replenish. Tenant again replenished the security deposit. On August 5, 2020, plaintiff received a Determination of Theft of Services and Cease and Desist Notice issued by the New York City Department of Environmental Protection, finding that tenant had illegally removed DEP's water meter and connected an unmetered water supply. Landlord immediately emailed the notice to tenant. A formal notice to cure was sent on August 6, 2020. On August 10, 2020, landlord sent tenant a second notice to cure, regarding water arrears and an unpaid Fire Department violation. On August 14, 2020, Mr. Schleider rendered his rent reset determination, determining the fair market base rent for the premises to be

\$21,729, a 25 percent increase over the prior base rent. Thereafter, the parties' principals met. Tenant offered to purchase the premises for \$2 million or pay \$14,500 per month base rent. Landlord rejected the offers. Tenant allowed the cure periods provided in the August 6 and August 10 Notices to lapse without attempting to correct the Lease violations specified therein. On August 27, 2020, landlord sent a cancellation notice, which terminated the Lease effective September 3, 2020.

In opposition, Zachary Silver, a member of tenant, submits an affidavit affirming, inter alia, that tenant did not default under the lease as its purpose was frustrated and became impossible as a consequence of the Covid-19 pandemic. Specifically, Mr. Silver points to Paragraph 80 of the Lease, which states that the Lease "is granted subject to the following...any other applicable governmental or quasi-governmental requirements". Additionally, Paragraph 9 of the Lease provides that "if any part of the premises is rendered untenable by reason of such damages, the annual fixed rent payable hereunder...shall be abated for the period from the date of such damage to the date when such part of the premises shall have been made tenantable". Mr. Silver contends that it was never the parties' intent to pay rent if the premises would remain closed or if car traffic declined to the levels it is now. Mr. Silver further affirms that tenant was barred from operating the property as a car wash, automotive lube and detail shop for at least five months. A threshold issue is whether Governor Andrew M. Cuomo's moratorium on commercial evictions precludes this action. Executive Order 202.28 states, in relevant part, "[t]here shall be no initiation of a proceeding or enforcement of either an eviction of commercial tenant, for nonpayment of rent". The Executive Order only applies to proceedings and not actions. RPAPL 701 specifies that a landlord-tenant proceeding is a special proceeding. Since this is an ejectment action, rather than a landlord-tenant proceeding, Executive

Order 202.28, and the executive orders extending the protections stated therein, does not preclude this action (see CPLR 103[a] & [b]).

Tenant also argues that the notices to cure violated Executive Order 202.8, which tolled “any specific time limit for the...service of any...notice...process or proceeding, as prescribed by the procedural laws of the state”. While Executive Order 202.8 does toll procedural laws of the state, it does not address contractual deadlines, including the sending of notices. Tenant further argues that landlord has harassed it with multiple notices to cure and a notice of cancellation. However, N.Y.C. Admin. Code 22-902.b, states that a landlord’s lawful termination of a lease shall not constitute harassment. Accordingly, the notices to cure and the commencement of this action were proper.

Turning to whether landlord is entitled to use and occupancy, the “award of use and occupancy during the pendency of an action or proceeding accommodates the competing interests of the parties in affording necessary and fair protection to both” (255 Butler Assoc., LLC v. 255 Butler, LLC, 173 AD3d 651, 653 [2d Dept. 2019][internal quotation marks omitted]). Although tenant contends that use and occupancy is awarded only after the expiration of a lease, use and occupancy has been awarded under both existing and expired leases (see *Andejo Corp. v. South St. Seaport Ltd. Partnership*, 35 AD3d 174 [1st Dept. 2006]). Additionally, use and occupancy has been awarded where the principal dispute concerned the amount of rent payable (see *255 Butler Assoc., LLC v. 255 Butler, LLC*, 173 AD3d 651, 654 [2d Dept. 2019][if tenant “is successful at trial and it is determined that [tenant] did not default on its obligations under the lease, [tenant] may be entitled to recover damages, including a refund or a rent credit”]). Even during the Covid-19 pandemic, courts have held that tenants are required to pay use and occupancy (see *CP Assoc. LLC v. Concourse Plaza Family Dental LLC*, 2020

NY Slip Op 33875[U][Sup Ct, New York Cnty 2020]; Rame, LLC v. Metropolitan Realty Mgt., Inc., 2020 NY Slip Op 33538[U][Sup Ct, New York Cnty 2020]; Gap v. 44-45 Broadway Leasing Co. LLC, 2020 NY Slip Op 32403[U][Sup Ct, New York Cnty 2020]).

Here, the equities support payment of use and occupancy. Tenant has no claim that landlord has done anything to impair tenant's performance under the Lease or use and enjoyment of the premises. Although tenant argues that a partial closure of its business due to the Covid-19 pandemic justifies the non-payment of rent, this Court finds that permitting tenant to remain in possession of the subject premises without paying for its use would be "manifestly unfair" (MMB Assocs. v. Dayan, 169 AD2d 422, 422 [1st Dept. 1991]). Moreover, the Court need not adjudicate the merits of whether tenant is entitled to a rent abatement on account of Covid-19 at this juncture (see East 4th St. Garage v. Estate of Berkowitz, 265 AD2d 249 [1999][finding that if tenant contends that the base rent does not represent fair valuations of current market rates, tenant's remedy is a speedy trial]).

"In determining the reasonable value of use and occupancy, the rent reserved under the lease, while not necessarily conclusive, is probative" (Mushlam, Inc. v. Nazor, 80 AD3d 471, 472 [1st Dept. 2011]; see Andejo Corp. v. South St. Seaport Ltd. Partnership, 35 AD3d 174 [1st Dept. 2006]). At this point, the Court sees no reason to divert from the neutral appraiser's values. The rent was set in August 2020, in the midst of the pandemic, by a neutral appraiser who was chosen by tenant, and consistent with the Lease's rent reset process.

Accordingly, based on the reasons stated above, and in the discretion of the Court, it is hereby

ORDERED, that the motion is granted to the extent that defendant tenant QB WASH LLC shall pay prospective use and occupancy to plaintiff landlord 138-

77 QUEENS BLVD LLC in the amount of \$29,765 per month (\$21,729 per month as set by the appraiser plus \$8,036, which is half of the annual real estate taxes and insurance), from and after February 1, 2021; and it is further ORDERED, that within 20 days of service of a copy of this Order with Notice of Entry, defendant tenant QB WASH LLC shall post a bond in the amount of \$255,758, on account of the period through January 31, 2021; and it is further ORDERED, that defendant tenant QB WASH LLC shall pay all arrears for water and sewer charges at the premises and timely payment of all future and sewer charges at the premises.

Dated: January 15, 2021

Yukyung Choi v Solomon
2021 NY Slip Op 30266(U)
January 28, 2021
Supreme Court, New York County
Docket Number: 654666/2020
Judge: Arlene P. Bluth
Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.
This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

<p>PRESENT: <u>HON. ARLENE P. BLUTH</u></p> <p style="text-align: right;"><i>Justice</i></p> <p>-----X</p> <p>YUKYUNG CHOI, ERIC REINER</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">- v -</p> <p>SCOTT SOLOMON,</p> <p style="text-align: right;">Defendant.</p> <p>-----X</p>	<p>PART</p>	<p>IAS MOTION 14</p> <p>INDEX NO. <u>654666/2020</u></p> <p>MOTION DATE <u>N/A</u></p> <p>MOTION SEQ. NO. <u>002</u></p> <p style="text-align: center;">DECISION + ORDER ON MOTION, JUDGMENT OF EJECTMENT</p>
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The following e-filed documents, listed by NYSCEF document number (Motion 002) 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 45, 46, 47, 48, 49, 50, were read on this motion to/for PARTIAL SUMMARY JUDGMENT.

The motion by plaintiffs for partial summary judgment is granted in part.

Background

Plaintiff Choi claims that she and defendant lived together, in a platonic relationship, from about October 2010 through October 2019. She claims that they lived together in the apartment, which was always under her name. Choi characterizes defendant as a parasite who was unemployed for much of the time they lived together and Choi ended up paying for the apartment as well as defendant's lavish personal expenses.

In November 2019, plaintiff Choi and defendant purportedly entered into an agreement in which defendant was permitted to use her apartment until April 30, 2020 and retain all furniture upon his vacatur. Choi was supposed to pay the rent, utilities and other expenses as well as defendant's cell phone bill and health insurance premiums for a particular period. Defendant was also supposed to receive \$9,500 in direct financial support.

Defendant's obligations were to leave the apartment by the end of April 2020, to refrain from harassing Choi and Reiner, and to not ask for additional financial assistance. Plaintiffs claim that defendant did not comply. They assert he did not leave the apartment and continues to live there past the expiration of the lease.

Plaintiffs now move to summary judgment on their eighth cause of action for ejectment, an order directing defendant to pay plaintiff Choi directly for the monthly rent that has accrued from May 2020 through November 2020 (which was paid by Choi), and for an order that defendant pay monthly use and occupancy until he leaves the apartment.

Defendant submits "responses" in which he casts aspersions against plaintiffs and their lawyers. This Court will not stoop to defendant's level by repeating the ad hominem attacks contained in his papers, none of which actually address the relief sought by plaintiff.

Discussion

The Court grants the motion. Defendant does not dispute the fact that plaintiff Choi has a leasehold interest in the apartment, that defendant's permission to occupy the apartment ended on April 30, 2020 or that his ability to reside in the premises terminated after receiving two 10-day notices to quit. In other words, it is undisputed that it is Choi's apartment, that Solomon was supposed to leave, that he continues to live in the apartment after the date he agreed to leave, and that he hasn't paid any money.

The fact is that defendant has not stated a basis why he should not be removed from an apartment that is completely paid for by Choi. The Court emphasizes that this has nothing to do with the ongoing pandemic—the parties' agreement for Solomon to leave the apartment predated the pandemic and he was not required to pay any rent. This is not a case where a tenant faced

financial hardship because of Covid-19 and is unable to make rent payments; in fact, Choi continues to pay the rent to her landlord while Solomon continues to live in the apartment.

However, the Court declines to enter a judgment as to the exact amount due to plaintiff Choi at this time. Plaintiff Choi will be entitled to recover the rent she paid for the apartment after April 30, 2020 until defendant Solomon vacates the apartment. But the precise amount due based on defendant's occupancy of the apartment after April 30, 2020 to the date of vacatur will be determined at trial.

Accordingly, it is hereby

ORDERED that the motion by plaintiff for partial summary judgment is granted only as to its cause of action for ejectment and plaintiff is entitled to the rent she paid for the apartment located at 532 West 114th Street Apt. 4a, New York, New York in an amount that will be determined at trial and it is further

ADJUDGED that plaintiff Choi is entitled to possession of 532 West 114th Street, Apt. 4a, New York, New York as against defendant Scott Solomon, and the Sheriff or Marshal of the City of New York, County of New York, upon receipt of a certified copy of this Order and Judgment and payment of proper fees, is directed to place plaintiff Choi in possession accordingly; and it is further

ADJUDGED that immediately upon entry of this Order and Judgment, plaintiff may exercise all acts of ownership and possession of 532 West 114th Street, Apt 4a, New York, New York, including entry thereto, as against defendant Scott Solomon; and it is further

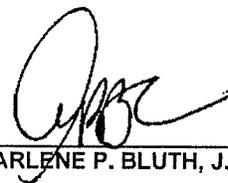
ORDERED that the balance of the above-entitled action relating to recovery of damages is severed and continued; and it is further

ORDERED that the parties are directed to appear for a status conference on July 6, 2021

at 9:30 a.m.

1/28/2021

DATE



ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE

Jacob Cram Coop., Inc. v Ziolkowski
2021 NY Slip Op 30174(U)
January 22, 2021
Supreme Court, New York County
Docket Number: 156980/2017
Judge: Debra A. James
Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op <u>30001</u> (U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.
This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. DEBRA A. JAMES PART IAS MOTION 59EFM

Justice

-----X

JACOB CRAM COOPERATIVE, INC.,

Plaintiff,

- v -

THOMAS ZIOLKOWSKI,

Defendant.

-----X

INDEX NO. 156980/2017

MOTION DATE 12/16/2020

MOTION SEQ. NO. 013

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 013) 293, 294, 295, 296, 297, 298, 299, 300, 301, 307, 308

were read on this motion to/for

STAY

ORDER

Upon the foregoing documents, it is

ORDERED that defendant's motion for a stay of the enforcement of the warrant of eviction is GRANTED only to the extent that the stay is issued pursuant to the terms of the "COVID-19 Emergency Eviction and Foreclosure Prevention Act of 2020", which stays such enforcement of the warrant herein until May 1, 2021, and is otherwise denied as mooted by the Act.

DECISION

Defendant moved by Order to Show Cause for a stay of the warrant of eviction issued following judgment in this action. Plaintiff opposed the relief sought.

However, in the interim, the State of New York on December 28, 2020, enacted the "COVID-19 Emergency Eviction and

Foreclosure Prevention Act of 2020" (L 2020, Ch 381), (the "Act"). The Act begins in relevant part by providing a definition of its scope as relates to court matters by stating that an "'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." (Emphasis added.) Part A, § 8(a)(ii) of the Act further provides "In any eviction proceeding, if the tenant provides a hardship declaration to the petitioner, the court, or an agent of the petitioner or the court, prior to the execution of the warrant, the execution shall be stayed until at least May 1, 2021. If such hardship declaration is provided to the petitioner or agent of the petitioner, such petitioner or agent shall promptly file it with the court, advising the court in writing the index number of all relevant cases."

It is undisputed that defendant filed with the court in this matter the hardship declaration set forth in the Act on January 6, 2021 (NYSCEF Doc. No. 307).

The two-fold issue is first, whether the Act applies to the instant action and, second, what is the effect of the Act.

Plaintiff argues that the Act does not apply here because throughout the relevant sections of the Act only "proceedings" are referenced, not actions, and plaintiff therefore argues that the clear legislative intent was only to apply to evictions related to summary proceedings governed by Article 7 of the RPAPL, and to exclude plenary actions for ejectment. Plaintiff further asserts that the CPLR makes clear delineations between actions and proceedings and the procedures applicable to one are not applicable to the other. Defendant, now currently represented at the time of the hardship filing, argues that the plain meaning of the statute applies to this case.

The court agrees with defendant that in spite of the failure of the Legislature to specifically use the term "action" as applied to landlord-tenant disputes, the term "eviction proceeding" as defined therein includes New York's current hybrid common law/statutory (RPAPL Art. 6) actions for ejectment as applied to residential tenancies. Plaintiff's interpretation limiting the applicability of the statute is contrary to the Act's definition of "eviction proceeding" as including "any other judicial or administrative proceeding to recover possession of real property relating to a residential dwelling unit." Other than a plenary action for ejectment, the court is unable to discern any other "proceeding" that the legislature could have intended. Additionally, the Act includes a specific

statement of legislative intent that its applicability is to be broadly construed stating:

"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."

(L. 2020, Ch. 381, Sec. 3). Finally, if the Legislature intended the Act to apply to summary proceedings only, it would have stated that clearly without the need to create and define a new and broadened term of "eviction proceedings."

Thus, as the statute is self-executing, upon defendant's filing of a hardship application, the warrant of eviction issued in this matter is stayed. The court notes that applicability of Part A, Section 9 of the Act has not been raised in any formal application of the parties and is not considered herein. That section provides in pertinent part that

"§ 9. Sections two, four, six and paragraph (ii) of subdivision a of section eight of this act shall not apply if the tenant is 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, provided:

1. If an eviction proceeding is pending on the effective date of this act, but the petitioner has not previously alleged that the tenant persistently and unreasonably engaged in such behavior, the petitioner shall be required to submit a new petition with such allegations and comply with all notice and service requirements under article 7 of the real property actions and proceedings law and this act.
2. If the court has awarded a judgment against a respondent prior to the effective date of this act 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 a substantial safety hazard to others.
3. For the purposes of this act, a mere allegation of the behavior by the petitioner or an agent of the petitioner alleging such behavior shall not be sufficient evidence to establish that the tenant has engaged in such behavior.
4. If the petitioner 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 agent or the court, the court shall stay or continue to stay any further proceedings until at least May 1, 2021.
5. If the petitioner establishes that the tenant persistently and unreasonably engaged in such behavior or the tenant fails to provide a hardship declaration to the petitioner, petitioner's agent or the court, the proceeding may continue pursuant to article 7 of the real property actions and proceedings law and this act."

As the defendant under the Act for now qualifies for the relief of a stay of the warrant the order to show cause has been mooted. Should further relief be sought, including claims

concerning the applicability of §9(2) above, it would have to be by separate application of the parties pursuant to the Act and any other common law or statutory requisites.

1/22/2021
DATE

Debra A. James
DEBRA A. JAMES, J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input checked="" type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER			<input type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN			<input type="checkbox"/>	FIDUCIARY APPOINTMENT
					<input type="checkbox"/>	REFERENCE