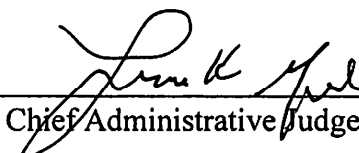


ADMINISTRATIVE ORDER OF THE  
CHIEF ADMINISTRATIVE JUDGE OF THE COURTS

Pursuant to the authority vested in me, and as required by L. 2021, c. 73 (the COVID-19 Protect Our Small Businesses Act of 2021 ["Act"; Exh. 1]), I hereby direct that, effective March 9, 2021, the following restrictions shall apply to the conduct of commercial eviction matters before the New York State courts:

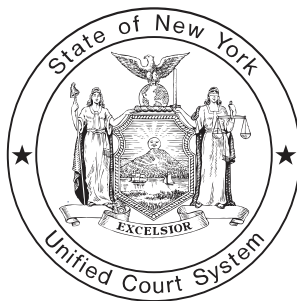
1. Stay of Commercial Eviction Proceedings: Any commercial eviction proceeding pending on March 9, 2021, and any commercial eviction proceeding commenced on or before April 8, 2021, shall be stayed for 60 days (Act, Part A, §3). Notwithstanding the foregoing, a pending or newly-filed proceeding in which a petitioner has alleged that a tenant is persistently and unreasonably engaging in behavior that substantially infringes upon the use and enjoyment of other tenants or occupants, or causes a substantial safety hazard to others, may continue to be heard in accordance with the Act (Act, Part A, §§9, 9[5]).
2. Requirement of Additional Affidavits in Newly-Commenced Proceedings: No court shall accept for filing any petition or other commencement papers in an eviction proceeding unless those papers include affidavits as required by Part A, §6 of the Act.
3. Stay of Execution of Warrants in Commercial Eviction Proceedings: In any commercial eviction proceeding in which a warrant of eviction has been issued but has not yet been executed as of March 9, 2021, execution of the warrant shall be stayed until the court has held a status conference with the parties (Act, Part A, §8[a][i]).
4. Prior Judgments Based on Objectionable or Nuisance Behavior: If the court has awarded judgment against a respondent on or prior to March 9, 2021 on the basis of objectionable or nuisance behavior, the court shall hold a hearing to determine whether the tenant is continuing to persist in engaging in unreasonable behavior that substantially infringes on the use and enjoyment of other tenants or occupants or causes substantial safety hazard to others (Act, Part A, §9[2]).
5. Paragraphs 2, 3, and 4 of this order shall expire May 1, 2021.
6. All commercial eviction proceedings shall be conducted as required by the further provisions of the Act.

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

Dated: March 15, 2021

AO/96/21

## **EXHIBIT C**



## **NOTICE TO COMMERCIAL TENANT:**

If you have lost significant revenue or had significantly increased necessary costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your 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.

Index Number (if known/applicable): \_\_\_\_\_

County and Court (if known/applicable): \_\_\_\_\_

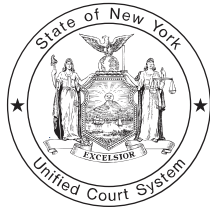
### **COMMERCIAL TENANT'S DECLARATION OF HARDSHIP DURING THE COVID-19 PANDEMIC**

I am the owner, chief executive officer, president, or similar officer of (name of business),

\_\_\_\_\_

in which is a commercial tenant at (address of commercial unit).

\_\_\_\_\_



My business is resident in New York state, independently owned and operated, not dominant in its field, and employs fifty or fewer persons. My business is experiencing financial hardship, and is unable to pay the rent or other financial obligations under the lease in full or obtain an alternative suitable commercial property because of one or more of the following:

1. Significant loss of revenue during the COVID-19 pandemic.
2. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.
3. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another location during the COVID-19 pandemic. To the extent the business has lost revenue or had increased expenses, any public assistance the business has received since the start of the COVID-19 pandemic does not fully make up for the business's loss of revenue or increased expenses.

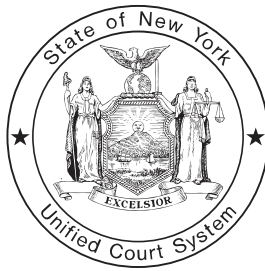
I understand that the business must comply with all other lawful terms under its commercial tenancy, lease agreement or similar contract. I further understand that lawful fees, penalties or interest for not having paid rent in full or met other financial obligations as required by the commercial tenancy, lease agreement or similar contract may still be charged or collected and may result in a monetary judgment. I further understand that the 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 COMERCIAL:**

Si ha sufrido una pérdida significativa de ingresos o han aumentado sus gastos durante la pandemia de COVID-19 y firma y entrega este formulario de declaración de penuria a su arrendador(a), no se le podrá desalojar por lo menos hasta el 1 de mayo de 2021 por falta de pago del alquiler o por permanecer después del vencimiento de su contrato de alquiler. Aún se le podría desalojar por incumplimiento de su contrato de alquiler al cometer conductas, de manera persistente e irrazonable, que perturben sustancialmente el uso y disfrute de los otros inquilinos u ocupantes o que provoquen un riesgo sustancial para los demás.

Si su arrendador(a) le proporcionó este formulario, también debe proporcionarle una dirección postal y una dirección de correo electrónico a las que pueda enviar este formulario. Si su arrendador(a) ya inició un procedimiento de desalojo en su contra, puede entregar este formulario a su arrendador(a), al tribunal, o a ambos en cualquier momento. Debe conservar una copia o fotografía del formulario firmado para su archivo. Usted aún debe el alquiler impago a su arrendador(a). También debe mantener un registro detallado de sus pagos y lo que todavía debe.

Número de índice (si lo sabe/si corresponde): \_\_\_\_\_

Condado y tribunal (si lo sabe/si corresponde): \_\_\_\_\_

## **DECLARACIÓN DE PENURIA DEL INQUILINO COMERCIAL DURANTE LA PANDEMIA DE COVID-19**

Soy el(la) propietario(a), director(a) general, presidente o ejecutivo(a) similar de (nombre del negocio),

\_\_\_\_\_

inquilino comercial en (dirección de la unidad comercial).

\_\_\_\_\_

Mi negocio es residente en el estado de Nueva York, de propiedad y operación independiente, no es dominante en su sector y emplea a cincuenta personas o menos. Mi negocio está sufriendo penuria financiera y no puede pagar en su totalidad el alquiler u otras obligaciones financieras establecidas por el contrato, ni obtener un inmueble comercial alternativo adecuado, por una o más de las siguientes causas:

1. Pérdida significativa de ingresos durante la pandemia de COVID-19.
2. Aumento significativo de los gastos necesarios relacionados con el suministro de equipo de protección personal a los empleados o con la compra e instalación de otros equipos protectores para prevenir la transmisión de COVID-19 en el negocio.
3. Los gastos de mudanza y la dificultad de conseguir un inmueble comercial alternativo le dificultan excesivamente al negocio mudarse a otro local durante la pandemia de COVID-19. En la medida en que el negocio ha perdido ingresos o han aumentado sus gastos, la asistencia pública que el negocio ha recibido desde el inicio de la pandemia de COVID-19 no compensa por completo la pérdida de los ingresos o el aumento de los gastos del negocio.

Entiendo que el negocio debe cumplir con todos los demás términos legales de su contrato de alquiler comercial, contrato de arrendamiento o contrato similar. Además, entiendo que aún se pueden acumular o cobrar las cuotas legales, multas e intereses por no haber liquidado el alquiler o cumplido otras obligaciones financieras según lo establecido en mi contrato de alquiler comercial, contrato de arrendamiento o contrato similar, y que pueden redundar en un fallo monetario. Además, entiendo que el arrendador podría solicitar el desalojo después del 1 de mayo de 2021, y que la ley puede ofrecer ciertas protecciones en ese momento que son distintas a las que están disponibles en esta declaración.

Firma: \_\_\_\_\_

Nombre en letra de molde: \_\_\_\_\_

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

**AVISO:** Usted firma y envía este formulario bajo pena de ley. Esto significa que es ilegal hacer a sabiendas una declaración falsa en este formulario.