THE GOOD CAUSE EVICTION LAW

A PRESENTATION PREPARED FOR LAWLINE AND UPDATED IN

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THE GOOD CAUSE EVICTION LAW

A Continuing Legal Education Presentation Prepared for Lawline

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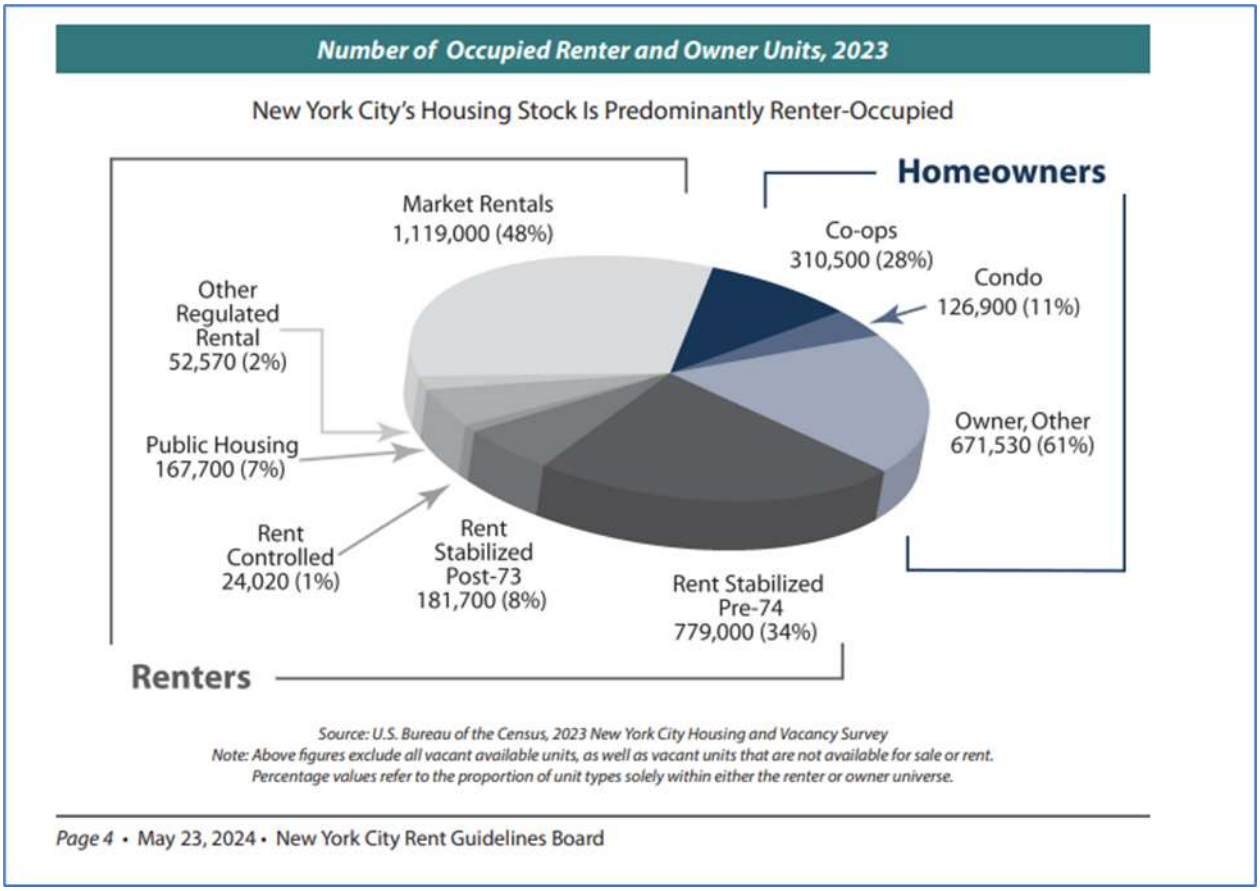
I. INTRODUCTION TO THE GOOD CAUSE EVICTION LAW

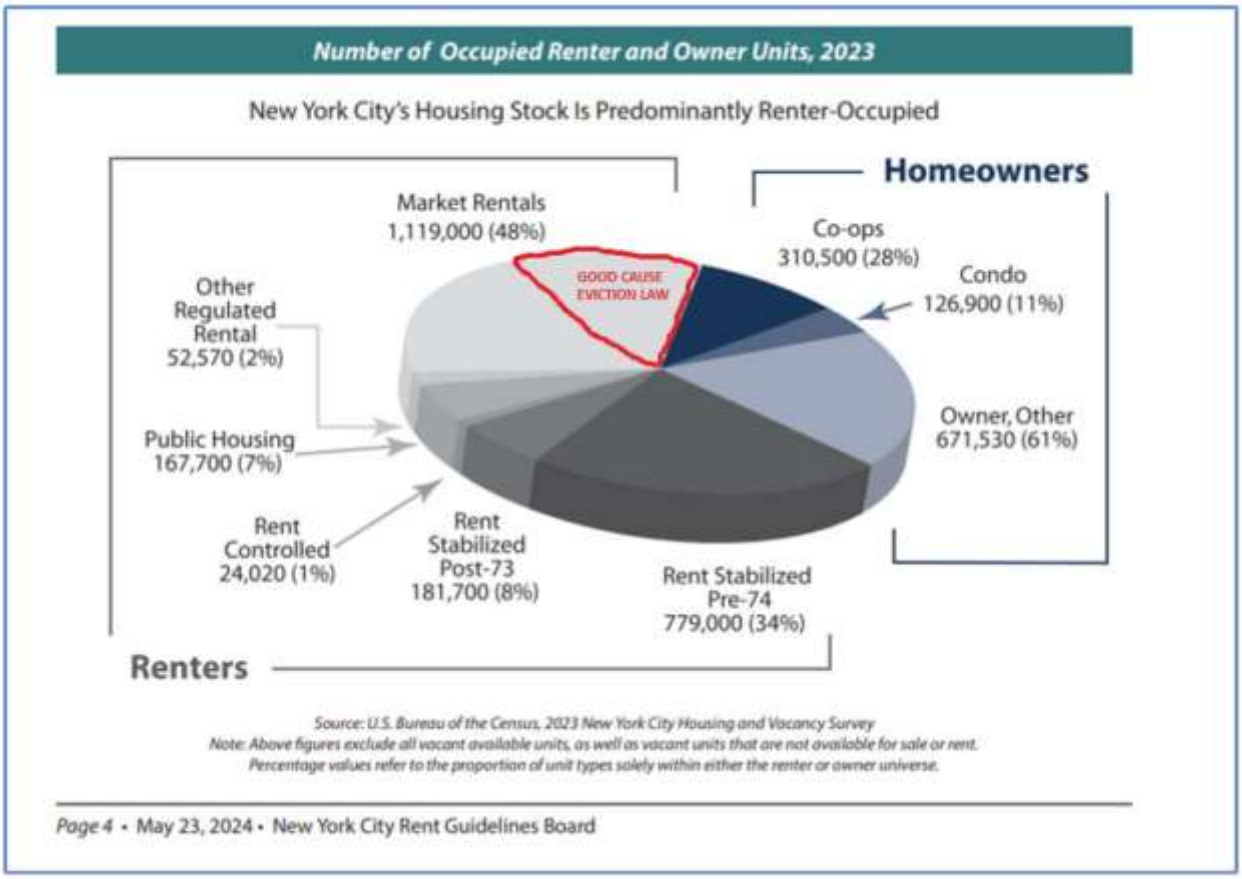
In 2024, New York City got, and parts of New York State that qualify to opt in got the option of, a new form of rent protections, self-titled as the "good cause eviction law". On April 19, 2024, Bill S08306C was passed into law. Part HH of S08306C amended the Real Property Law **("RPL")** by adding Article 6-A.

The Good Cause Eviction Law is the most significant change in landlord-tenant law in fifty years. The Good Cause Eviction Law is a completely separate and distinct system of rent regulation from Rent Stabilization.

First, we need to talk for a minute about the different types of housing in New York City, before we can consider how the Good Cause Eviction Law fits in. Below is a recent chart published by the New York City Rent Guidelines Board that summarizes the different types of housing in New York City.



The following is purely the author's guess, but the Good Cause Eviction Law will do something like this to New York City's housing stock:



The author is unsure how much Free Market housing will be affected by the Good Cause Eviction Law. What is certain, however, is that the Good Cause Eviction Law will be taking a bite out of Free Market apartments. The Good Cause Eviction Law, as you will see within the program, does not affect other regulated housing stock, such as NYCHA or Rent Stabilized units, nor does it apply to co-ops.

II. SOME GENERAL INTRODUCTORY THINGS ABOUT THE GOOD CAUSE EVICTION LAW

RPL Article 6-A § 210 tells us that this article shall be cited as the "good cause eviction law."

RPL § 211 is the definitions section of the good cause eviction law, and we will refer to various definitions contained therein as we progress through an examination of the statute.

RPL § 212 makes the good cause eviction law applicable to New York City upon the statute's effective date.

RPL § 213 treats the voluntary participation by local governments outside of New York City in the good cause eviction law.

RPL § 217 preserves the existing requirements of law and RPL § 218 establishes that none of the provisions of the good cause eviction law may be waived.

III. HOUSING ACCOMMODATIONS COVERED BY THE GOOD CAUSE EVICTION LAW

A. Good Cause Eviction Law Coverage Generally

RPL § 214 states that the Good Cause Eviction Law, where it applies, covers "all housing accommodations". Operating much like the Rent Stabilization Law does, RPL § 214 then goes on to list the many exceptions to applicability of the Good Cause Eviction Law.

B. Exceptions Based on Type of Housing or Type of Occupancy

RPL § 214(2) creates an exception for "owner occupied housing accommodation with no more than ten units". "Owner occupied unit" is not defined in the definitions section of RPL Article 6-A.

RPL § 214(3) creates an exception where "such unit is sublet pursuant to [RPL § 226-b], or otherwise, where the sublessor seeks in good faith to recover possession of such housing accommodation for their own personal use and occupancy."

RPL § 214(4) creates an exception where the possession of the apartment is incident to employment and the employment is lawfully terminated.

RPL § 214(7) creates an exception for cooperatively owned units and condominium units.

RPL § 214(8) creates an exception for "any housing accommodation for which a temporary or permanent certificate of occupancy was issued on or after [January 1, 2009] for a period of time for thirty years following issuance of such certificate."

RPL § 214(9) creates an exception for seasonal use dwelling units as defined by General Obligations Law § 7-108.

RPL § 214(10) creates an exception for hospitals, retirement homes, adult care facilities, senior residential communities, and independent retirement communities that offer certain services, as these terms are defined in their respective statutes.

RPL § 214(11) creates an exception for manufactured home units in a manufactured home park.

RPL § 214(12) creates an exception for units in hotels or units directed to transient use as Class B Multiple Dwellings.

RPL § 214(13) creates an exception for dormitories.

RPL § 214(14) creates an exception for housing operated by religious facilities.

Moreover, the good cause eviction law also does not apply (as per RPL § 211 (Definitions) (4)) where no landlord-tenant relationship exists (see RPAPL § 713) or to roommates (see RPL §235-f).

C. Exceptions Based on Application of Other Protections

RPL § 214(5) creates an exception where the apartment is subject to rent regulation.

RPL § 214(6) creates an exception "where such units must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to …with a government entity."

It has been recently held that portable Section 8 vouchers do not liberate a premises from Good Cause Eviction Law coverage. *Emerald Lofts LLC v. Echevarria*, 2025 WL 1551348 [Civil Court of the City of New York, Kings County 2025] holds:

> It is undisputed that respondent is a recipient of a "tenant-based" Section 8 subsidy—a voucher. Unlike a project-based subsidy, which is associated with a specific dwelling unit, a voucher is "portable," i.e., "a portable voucher which a tenant can use to pay rent on any apartment, within certain limits, in the United States." [Citations omitted throughout.] Courts have held that the Section 8 program is voluntary and that "state and local laws may properly provide additional protections for recipients of section 8 rent subsidies" and that those additional protections do not change the voluntary nature of a landlord's participation in the section 8 program…Here, the mere fact that Section 8 NYCHA requires additional protections for the recipient of its voucher does not render the unit one that is a "unit on or within a housing accommodation where such unit is otherwise subject to regulation of rents or evictions pursuant to local, state or federal law, rule or regulation." [RPL 214(5)] as the participation in the section 8 program by a landlord is voluntary. **The voucher is associated with the recipient of the voucher, not the unit.** Here petitioner has failed to prove that a tenant who has a portable housing choice voucher which can be used in any apartment the respondent rents, makes the unit a "unit subject to regulation or rents or evictions pursuant to local, state or federal law, rule or regulation" under RPL 214(5). Respondent's portable voucher does not regulate the amount of rent which can be charged for the unit or dictate the terms of an eviction such as a unit within a HUD based section 8 building, NYCHA complex, HPD regulated housing or rent stabilized / rent regulated units. The court concedes that with a NYCHA section 8 portable voucher, petitioner must adhere to certain notice requirements to NYCHA, however the rules regarding evictions or rents is determined by the type of unit, not the type of subsidy a tenant may have. Petitioner's arguments that the premises is

> exempt because respondent has a portable section 8 voucher lacks any basis in the law [RPL 214].
>
> Based upon the foregoing, respondent's motion to dismiss, as petitioner is not a small landlord and has failed to prove the unit is not subject to GCEL on any other grounds, is granted.
>
> [Emphasis supplied.]

D. Small Landlord Exception

1. "Small landlord" is defined in RPL § 211 (Definitions) at (3)

RPL § 214(1) creates an exception for a "small landlord". "Small landlord" is defined in RPL § 211 (Definitions) at (3):

> (a) The term "small landlord" as used in this article shall mean a landlord of no more than (i) **ten units in the state**…
>
> (b) If a landlord is a **single natural person**, then that landlord is a small landlord if they own or are a beneficial owner of, directly or indirectly, in whole or in part, [of] no more than [10 units];…if there is more than one natural person owner, then no one person may own or be a beneficial owner of, directly or indirectly, in whole or in part, [of] more than [10 units].
>
> (c) If a **landlord is an entity**, organized under the laws of this state or of any other jurisdiction, then that landlord is a small landlord **if each natural person with a direct or indirect ownership interest in the entity or any affiliated entity owns no more than [10 units]**. If an entity cannot provide the names of all natural persons with a direct or indirect ownership interest in the entity, such entity shall not qualify as a small landlord.
>
> [Emphasis supplied.]

2. RPL § 214(1) lays out the exception for small landlords

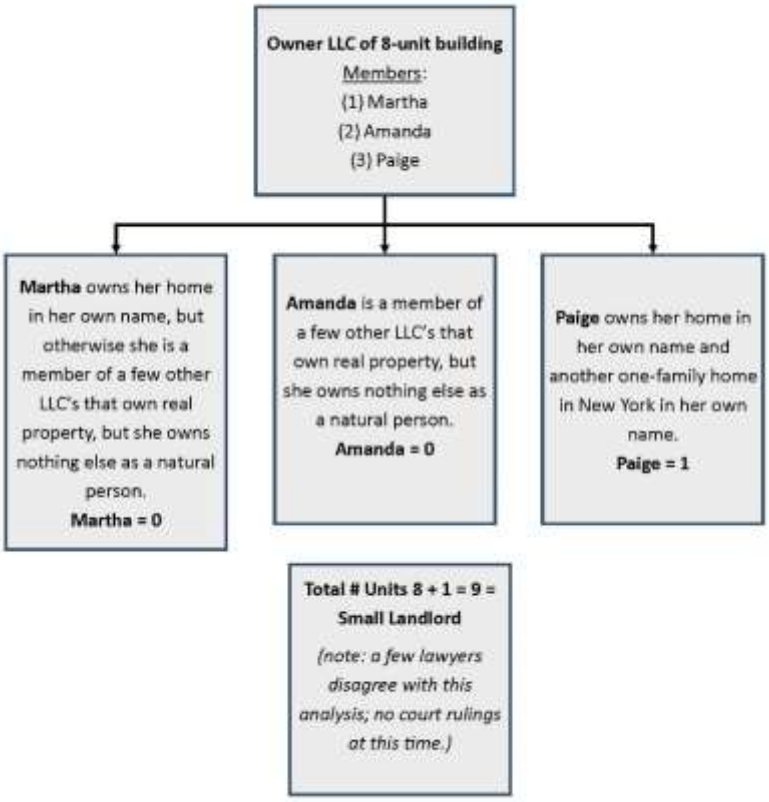
RPL § 214(1) lays out the exception for small landlords as follows:

> Where this article applies, it shall apply to all housing accommodations except a:
>
> premises owned by a small landlord provided that **in connection with any eviction proceeding in which the landlord claims an exemption from the provisions of this article on the basis of being a small landlord, such landlord shall provide to the tenant**

> **or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence**; provided further that **if the landlord is an entity**, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding **the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity**, **the number of units owned, jointly or separately, *by each such natural person owner*, and the addresses of any such units, excluding each natural person owner's principal residence.**
>
> [Emphasis supplied.]

Some of my colleagues disagree with me here on my interpretation of RPL § 214(1). We agree that RPL § 214(1) allows an initial "piercing of the corporate veil", where the owner of the subject real property is a corporation or a limited liability company, to see who the individual owners or members are. I think, based upon the plain reading of the statute, that what happens next is that those individuals must disclose what real property (other than their homes) they own in their *individual* capacities. Some of my colleagues have told me, however, that they think what happens next is that the individuals need to disclose what shares of other corporations or membership interests in other limited liability companies are owned by those individual and, furthermore, the units of housing owned by those corporations and limited liability companies. That is simply not what the statute is asking for. Let us look at the language of the second half of RPL § 214(1) again: **"…if the landlord is an entity…the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, *by each such natural person owner*, and the addresses of any such units, excluding each natural person owner's principal residence."** Therefore, until an appellate court tells me otherwise or the Legislature clarifies the issue further (although I do not think it is presently unclear), the below example is how I believe these cases will play out.

Example:



3. ***Specificity of Pleading Requirement with Respect to the Small Landlord Exception***

Munjal v. Ziebke, 2025 WL 1730486 [Civil Court of the City of New York, County of Queens 2025] holds:

> The proposed amended petition states, in Paragraph 11, "[t]he premises are exempt from RPL article 6A[ ]because [the] Unit is owned by a 'small landlord,' as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum Amount a 'small landlord' can own in the state by a local low of a village, town, or city, other than New York City." **This statement is conclusory and does not include the *specific* information that an individual "small landlord" must provide to tenants pursuant to RPL § 214(1) and RPAPL § 741(5-b)**, namely: (1) the name of each person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation; (2) the number of units owned, jointly or separately, by each such person in the state of New York; and (3) the

> address of such units, except each person owner's principal residence. The requirement that this information be pleaded in the petition via the amendment of RPAPL § 741 clearly indicates that the legislature created a prima facie obligation on any petitioner claiming the "small landlord" exemption in a summary eviction proceeding [citations omitted throughout] [All elements of a petitioner's cause of action must be made out to obtain relief in a summary eviction proceeding brought under RPAPL Article 7]).
>
> Petitioner attempts to address the missing information in a "sur-reply" affirmation, which is effectively a reply to the cross-motion to amend. The affirmation, which is only based on petitioner's attorney's information and belief, states that petitioner and his wife, Iona Munjal, own the premises and neither has an interest in other "rental units" in New York State. **However, petitioner does not even purport to modify its proposed amended petition to include this information, which is not corroborated.** Thus, the court does not find that the "sur-reply" amplifies petitioner's cross-motion in any material manner.
>
> **Ultimately, proper pleading of the "small landlord" exemption from the GCEL is a component of petitioner's obligation to correctly state the regulatory status of the subject premises in the petition. This duty is well established…**
>
> Accordingly, as the petition contains material omissions as to the rent regulatory status of the subject premises and fails to comport with RPAPL § 741(5-b), it is defective as a matter of law. Since petitioner's proposed amendment is conclusory and does not supply the *specific* information required by RPAPL § 741(5-b), the cross-motion to amend is denied as lacking in merit…Respondent's motion to dismiss is granted upon the court's holding that the petition is defective…
>
> [Emphasis supplied.]

E. Exception for Rent Above Fair Market Value

RPL § 214(15) creates an exception for units where the rent is above a fair market value, specifically as follows:

> Where this article applies, it shall apply to all housing accommodations except a:…
>
> (15) unit on or within a housing accommodation where the monthly rent is greater than the percent of fair market rent established pursuant to paragraph (a) of subdivision two of section two hundred thirteen of this article in a local law of a village, town, or city, other than the city of New York, adopting the provisions of this article

> pursuant to subdivision one of section two hundred thirteen of this article, or two hundred forty-five percent of the fair market rent, provided that fair market rent shall refer to the figure published by the United States department of housing and urban development, for the county in which the housing accommodation is located, as shall be published by the division of housing and community renewal no later than the first of August in any given year. The division of housing and community renewal shall publish the fair market rent and two hundred forty-five percent of the fair market rent for each unit type for which such fair market rent is published by the United States department of housing and urban development for each county in New York state in the annual publication required pursuant to subdivision seven of section two hundred eleven of this article.

DHCR is required to publish fair market rent and 245% of fair market rent for each unit type, by county, on or before August 1st of each year. See the charts below for current fair market rent and 245% of current fair market rent. Here is a link in the footnote to the most recent DHCR Publication[1] and here is a screen shot from part of it:

HUD FMR (245%)					
COUNTY	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM
Albany County	$2,631	$3,014	$3,643	$4,390	$4,829
Allegany County	$1,715	$1,825	$2,286	$2,859	$3,337
Bronx County	$5,471	$5,709	$6,321	$7,877	$8,499
Broome County	$2,129	$2,301	$2,911	$3,756	$4,292
Cattaraugus County	$1,796	$1,806	$2,335	$2,864	$3,290
Cayuga County	$2,009	$2,024	$2,612	$3,339	$3,891
Chautauqua County	$1,683	$1,776	$2,286	$2,969	$3,031
Chemung County	$2,352	$2,396	$3,143	$3,989	$4,212
Chenango County	$1,847	$2,009	$2,298	$3,165	$3,474
Clinton County	$2,315	$2,330	$2,940	$3,543	$3,898
Columbia County	$2,869	$2,891	$3,300	$3,976	$4,376
Cortland County	$2,195	$2,207	$2,739	$3,398	$4,599
Delaware County	$1,980	$1,989	$2,291	$3,210	$3,219
Dutchess County	$3,205	$3,655	$4,672	$5,961	$6,446
Erie County	$2,372	$2,452	$2,881	$3,523	$3,981
Essex County	$2,029	$2,078	$2,658	$3,447	$3,925
Franklin County	$1,651	$2,019	$2,408	$3,036	$3,504
Fulton County	$1,948	$1,960	$2,573	$3,099	$3,457
Genesee County	$1,825	$2,198	$2,663	$3,210	$3,530
Greene County	$2,482	$2,607	$3,072	$4,214	$4,594
Hamilton County	$2,465	$2,482	$3,256	$3,922	$4,317
Herkimer County	$2,259	$2,274	$2,840	$3,420	$4,045
Jefferson County	$2,178	$2,394	$3,141	$4,263	$5,226
Kings County	$5,471	$5,709	$6,321	$7,877	$8,499
Lewis County	$1,793	$1,830	$2,350	$3,114	$3,815
Livingston County	$2,504	$2,815	$3,496	$4,214	$4,635
Madison County	$2,359	$2,631	$3,236	$3,959	$4,461
Monroe County	$2,504	$2,815	$3,496	$4,214	$4,635
Montgomery County	$1,874	$2,117	$2,514	$3,200	$3,352
Nassau County	$4,528	$5,490	$6,336	$8,212	$8,798
New York County	$5,471	$5,709	$6,321	$7,877	$8,499
Niagara County	$2,372	$2,452	$2,881	$3,523	$3,981
Oneida County	$2,259	$2,274	$2,840	$3,420	$4,045

[1] https://hcr.ny.gov/system/files/documents/2025/04/gce-fact-sheet-update-3-3-25.pdf.

IV. PROTECTIONS OF THE GOOD CAUSE EVICTION LAW

A. Good Cause Eviction Law Protections Generally

RPL § 215 states:

> No landlord shall, by action to evict or to recover possession, by exclusion from possession, by failure to renew any lease, or otherwise, remove any tenant from housing accommodations covered by section two hundred fourteen of this article except for good cause as defined in [RPL § 216].

RPL § 216(1) tells us what constitutes "good cause"; it tells us grounds for removal. But first it notes that the prohibition against eviction without good cause applies even if the tenant never had a written lease or if the tenant's lease has expired.

B. Basis for Eviction: Failure to Pay Rent

1. Eviction Allowed for Failure to Pay a Rent Increase which is not the result of an "Unreasonable Rent Increase"

RPL § 216(1)(a) tells us that a tenant subject to the good cause eviction law can be evicted for failure pay rent, but only if such rent owed did not result from "a rent increase which is unreasonable". The statute goes on to: (a) specifically define what is presumed to be "unreasonable rent increase"; but to (b) establish such presumption as rebuttable, depending on certain evidence presented by a landlord in a court. RPL § 216(a) states:

> (i) …In determining whether all or part of the rent due and owing is the result of an **unreasonable rent increase**, it shall be a **rebuttable presumption** that the rent for a dwelling not protected by rent regulation is unreasonable if said rent has been increased in any calendar year, after the effective date of this article, or after the effective date of the local law in any village, town, or city that enacts such local law to apply this article to such village, town, or city pursuant to subdivision one of section two hundred thirteen of this article, **by an amount greater than the local rent standard**, provided further that no rent increase less than or equal to the local rent standard shall be deemed unreasonable.
>
> (ii) **Whenever a court considers whether a rent increase is unreasonable, the court may consider all relevant facts, including but not limited to** a landlord's costs for fuel and other utilities, insurance, and maintenance; but in all cases, the court shall consider the landlord's property tax expenses and any recent increases thereto; such relevant facts also shall include whether the landlord, other than in circumstances governed by paragraph (d) of

> this subdivision, seeks in good faith to raise the rent upon a renewal lease to reflect completed significant repairs to the housing accommodation, or to any other part of the building or real property in which the housing accommodation is located, provided that the landlord can establish that the repairs constituted significant repairs and that such repairs did not result from the landlord's failure to properly maintain the building or housing accommodation, and provided further that for the purposes of this subparagraph, "significantly repair" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or abatement of hazardous materials, including lead-based paint, mold, or asbestos in accordance with applicable federal, state, and local laws, and provided further cosmetic improvements alone, including painting, decorating, and minor repairs, do not qualify as significant repairs;
>
> [Emphasis supplied.]

2. How an Unreasonable Rent Increase is Precisely Defined

The presumption of what constitutes an "unreasonable rent increase" in RPL § 216(1)(a)(i) is defined with respect to the phrase "the local rent standard". The "local rent standard" is defined in RPL § 211(8) as "a rent increase equal to the "inflation index" or ten percent, whichever is lower."

And RPL § 211(7) defines "inflation index" as "five percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States bureau of labor statistics for the region in which the housing accommodation is located, as established for the most recent preceding calendar year as shall be published by the division of housing and community renewal no later than the first of August in any given year, provided further that for New York city and any village, town, or city that adopts the provisions of this article by local law pursuant to subdivision one of section two hundred thirteen of this article in the counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk, and Westchester, such consumer price index shall be the New York-Newark-Jersey City, NY-NJ-PA consumer price index, and provided further that for any other village, town, or city that adopts the provisions of this article by local law pursuant to subdivision one of section two hundred thirteen of this article, such consumer price index shall be the Northeast Region consumer price index."

The below is from the DHCR publication on the topic[2]:

Consumer Price Index

Section 211(7) of the Real Property Law requires DHCR to publish, on or before August 1st of each year, the annual percentage change for the most recent preceding calendar year in the applicable consumer price index for all urban consumers for all items, as published by the U.S. Bureau of Labor.

See the chart below for the applicable annual percentage changes in the consumer price indices in New York State, which may be used in determining the applicable inflation indices and local rent standards pursuant to §§ 211(7) and (8) of the Real Property Law for renewal leases covered by the GCE law.

NYS Consumer Price Indices

	New York-Newark-Jersey City, NY-NJ-PA	Northeast Region
Annual % Change in Consumer Price Index for Preceding Calendar Year (2023 to 2024)	3.79%	3.38%
Applicable NYS Counties (outside of NYC, only applies if a municipality has adopted the GCE law)	Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

Source: U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) Series CUUSS12ASA0 (All items in New York Newark-Jersey City, NY-NJ-PA, all urban consumers, not seasonally adjusted) and CUUR0100SA0 (All items in Northeast urban, all urban consumers, not seasonally adjusted). https://www.bls.gov/cpi/. Values represent the percentage change calculated for annual CPI from 2023 to 2024.

[2] https://hcr.ny.gov/system/files/documents/2025/04/gce-fact-sheet-update-3-3-25.pdf.

3. But "unreasonable rent increases" are still a moving target because landlords can justify a higher percentage increase (RPL § 216(1)(a)(ii)).

But "Unreasonable" rent increases are still a moving target because landlord's can justify a higher percentage increase (RPL § 216(1)(a)(ii)):

> Whenever a court considers whether a rent increase is unreasonable, the court may consider all relevant facts, including but not limited to a landlord's costs for fuel and other utilities, insurance, and maintenance; but in all cases, the court shall consider the landlord's property tax expenses and any recent increases thereto; such relevant facts also shall include whether the landlord, other than in circumstances governed by paragraph (d) of this subdivision, seeks in good faith to raise the rent upon a renewal lease to reflect completed significant repairs to the housing accommodation, or to any other part of the building or real property in which the housing accommodation is located, provided that the landlord can establish that the repairs constituted significant repairs and that such repairs did not result from the landlord's failure to properly maintain the building or housing accommodation, and provided further that for the purposes of this subparagraph, "significantly repair" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or abatement of hazardous materials, including lead-based paint, mold, or asbestos in accordance with applicable federal, state, and local laws, and provided further cosmetic improvements alone, including painting, decorating, and minor repairs, do not qualify as significant repairs;

This will be the source of so much litigation between landlords and tenants! For example, how is the court supposed to consider the tax increases? Does the court divide the tax increase by the number of apartments? What if some apartments are bigger than others?

The Good Cause Eviction Law Notice (covered below) makes a landlord disclosure a justification for exceeding the presumptively reasonable threshold:

> (3) B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase: _____.

4. Eviction for Failure to Pay Rent

RPL § 216(1)(j) tells us that a tenant subject to the good cause eviction law can be evicted if:

> The tenant fails to agree to reasonable changes to a lease at renewal, including increases in rent that are not unreasonable as defined in

> paragraph (a) of this subdivision, as long as written notice of the changes to the lease were provided to the tenant at least thirty days, but no more than ninety days, prior to the expiration of the current lease.

5. The very first case law on Good Cause Eviction Law is regarding the nonpayment topic.

1719 Gates LLC v. Torres, 2024 WL 4703196 [Civil Court of the City of New York, Queens County 2024] notes that the Good Cause Eviction Law creates a new cause of action in New York for residential tenants subject to its purview, i.e. a conditional limitation for the nonpayment of rent. *1719 Gates* holds:

> **…[T]he plain language of GCEL reflects a legislative intent to authorize a nonrenewal holdover for nonpayment of rent.** Two new statutory provisions enacted as part of GCEL are particularly instructive, including RPL 231-c, which obligates a landlord to append a Good Cause applicability notice to every lease offer and nonrenewal notice. In addition to stating whether the subject apartment is subject to Good Cause, the notice must enumerate the basis for non-renewal of a GCEL-protected tenant, including if "[t]he landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable" (RPL 231-c(1) at 4(E)). This statutory language, while not precisely stating that a nonrenewal holdover is the most appropriate proceeding to vindicate a GCEL-protected tenant's nonpayment of rent, at a minimum demonstrates that the legislature envisioned that a landlord could decline to renew a lease based on a tenant's failure to pay rent.
>
> Second, and noted by Petitioner in its moving papers, in enumerating the permissible Good Cause grounds for removal in RPL 216, the statute concludes as follows:
> Nothing in this section shall abrogate or limit the tenant's right pursuant to section seven hundred fifty-one of the real property actions and proceedings law to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy, *or holdover proceeding, the underlying basis of which is the nonpayment of rent*, *so long as the tenant complies with the procedural requirements of section seven hundred fifty-one of the real property actions and proceedings law* [RPAPL 751] where applicable.(RPL 216(3) (emphasis added)).
>
> RPAPL 751(1) "allows a tenant to stay the issuance of a warrant in a summary nonpayment proceeding by paying the amount owed into court prior to the issuance of a warrant" [citations omitted

throughout]. This statute, which affords a pre-warrant issuance right to cure in proceedings relating to nonpayment that is distinct from the cure provisions applicable to breach of lease holdovers as codified in RPAPL 753(4)…is mandatory within New York City and discretionary elsewhere.

By explicitly stating in the grounds for removal in RPL 216(3) that a tenant has the right to cure his default in payment of rent prior to warrant issuance via RPAPL 751, a right normally limited to nonpayment proceedings, regardless of whether the matter was commenced "as a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the nonpayment of rent ..." **the legislature has evidenced its contemplation of a Good Cause nonrenewal holdover for nonpayment of rent. Such a proceeding is distinct from a nonpayment proceeding under 711(2) where a lease or other agreement remains active, or an early lease termination for breach of obligations of the tenancy, which was classified by the legislature as a holdover for "objectionable conduct" in RPL 216(3).**

It is noteworthy that in clarifying that a default in payment of rent is curable regardless of whether the proceeding is brought as a nonpayment, nonrenewal holdover, or early termination holdover, the legislature has effectively created a new cause of action in the form of a nonpayment styled as a nonrenewal holdover for Good Cause. Unlike in a nonpayment proceeding under RPAPL 711(2), which requires an ongoing agreement to pay rent as of commencement…, a holdover is normally only viable where the rental agreement and tenancy have expired or terminated before commencement, and the landlord-tenant relationship remains severed...Furthermore, a nonrenewal holdover, which is based on the landlord's election rather than the tenant's breach, generally does not afford the tenant the option to cure…**By allowing a nonrenewal holdover against a GCEL-covered tenant for nonpayment of rent, in the absence of an ongoing rental agreement and where the tenant retains the option to pay the arrears notwithstanding the landlord's election not to renew the tenancy, the legislature has turned the traditional nonpayment-holdover dichotomy on its head, at least as relates to GCEL-covered tenants.**

In any event, because the statute unambiguously authorizes a nonrenewal holdover premised on a tenant's failure to pay rent, this court erred when it concluded that such a proceeding is not the "appropriate judicial action or proceeding" under the statute (RPAPL 216(1)). **While a nonpayment proceeding may be the more economical mechanism for enforcing a default in payment of rent insofar as it requires a predicate good faith 14-**

> **day rent demand that properly itemizes the rent due and affords the tenant the opportunity to avoid litigation by satisfying the demand prior to commencement, it is not the role** of the courts to override clear legislative enactments…
>
> [Emphasis supplied.]

C. Other Basis for Eviction

RPL § 216(1)(b) tells us that a tenant subject to the good cause eviction law can be evicted for violating a substantial obligation of the tenancy, after ten days' notice to cure.

RPL § 216(1)(c) tells us that a tenant subject to the good cause eviction law can be evicted for nuisance, maliciously or by gross negligence damaging the building, or interfering with the comfort or safety of the landlord or the other tenants.

RPL § 216(1)(d) tells us that a tenant subject to the good cause eviction law can be evicted for causing a government violation.

RPL § 216(1)(e) tells us that a tenant subject to the good cause eviction law can be evicted for using the unit or allowing the unit to be used for illegal purposes.

RPL § 216(1)(f) tells us that a tenant subject to the good cause eviction law can be evicted for unreasonably refusing access for repairs or showings.

RPL § 216(1)(g) tells us that a tenant subject to the good cause eviction law can be evicted if the landlord seeks in good faith to recover the apartment for landlord's own personal use or the personal use of certain categories of the landlord's family members, as such user's "principal residence", and as proven by a standard of "clear and convincing evidence". This does not apply to tenants who are 65 years old or older or who are disabled.

RPL § 216(1)(h) tells us that a tenant subject to the good cause eviction law can be evicted if the landlord seeks in good faith to demolish the building, which the landlord establishes by "clear and convincing evidence".

RPL § 216(1)(i) tells us that a tenant subject to the good cause eviction law can be evicted if the landlord seeks in good faith to withdraw the apartment from the market, which the landlord establishes by "clear and convincing evidence".

RPL § 216(2) provides a tenant required to surrender a unit by virtue of the operation of paragraph (g) (landlord's personal use), (h) (demolition), or (i) (withdrawal from the market) with a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use, removal from the rental housing market, or demolition of the housing accommodation. RPL § 216(2) also provides any tenant in any such action or proceeding who prevails with an entitlement to recovery of actual damages, and reasonable attorneys' fees.

V. GOOD CAUSE EVICTION LAW NOTICE REQUIREMENTS

A. Which Legal Documents are Required to Include a Good Cause Eviction Law Notice

The Good Cause Eviction Law also establishes a new system of notice requirements. RPL § 226-c is amended and now reads as follows:

> Whenever a landlord intends to offer to renew the tenancy of an occupant in a residential dwelling unit with a rent increase equal to or greater than five percent above the current rent, or the landlord does not intend to renew the tenancy, the landlord shall provide written notice as required in subdivision two of this section. **The notice shall append or contain the notice required pursuant to section two hundred thirty-one-c of this article, which shall state the following: (i) if the unit is or is not subject to article six-A of this chapter, the "good cause eviction law", and if the unit is exempt, such notice shall state why the unit is exempt from such law; (ii) if the landlord is not renewing the lease for a unit subject to article six-A of this chapter, the lawful basis for such nonrenewal; and (iii) if the landlord is increasing the rent upon an existing lease of a unit subject to article six-A of this chapter above the applicable local rent standard, as defined in subdivision eight of section two hundred eleven of this chapter, the justification for such increase.** If the landlord fails to provide timely notice, the occupant's lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, notwithstanding any provision of a lease or other tenancy agreement to the contrary.
>
> [The material in bold is what was added by the good cause eviction law.]

The Good Cause Eviction Law also amended the Real Property Law by adding a new section, RPL § 231-c, which states:

> 1. A landlord as defined in [RPL 211(2)] shall append to or incorporate into any initial lease, renewal lease, notice required pursuant to [RPL 226-c(a)], notice required pursuant to [RPAPL 711(2)], or petition pursuant to [RPAPL § 741] the following notice:…

RPAPL § 711(2) (Rent Demand predicate to summary proceeding for the nonpayment of rent) and RPAPL § 741 (petition in a summary proceeding for the recovery of real property) are similarly amended to reflect the requirements imposed by RPL § 231-c.

Therefore, the Good Cause Eviction Law notice is not merely appended to documents regarding apartments that a landlord believes are subject to the Good Cause Eviction, but the notice is appended to documents regarding apartments that a landlord believes are outside of the Good Cause Eviction Law.

In a summary proceeding for the recovery of real property pursuant to Article 7 of the Real Property Actions and Proceedings Law **("RPAPL")**, the Good Cause Eviction Law status (either stating the subject premises is covered or, if it is not covered, precisely why it is not covered) must be pled in the petition. *1303 Needham Realty LLC v. Brown*, 86 Misc.3d 865 [New York City Civil Court, Bronx County 2025] ("Petitioner's opposition is predicated on the claim that the Petition did not need to plead whether the GCEL applied to the subject premises, because the Petition was filed before August 18, 2024. However, what Petitioner fails to realize is that, whether or not RPAPL § 741 required petitioner-landlords to plead the applicability of, and any exemptions to, the GCEL before August 18, 2024, subdivisions 5-a and 5-b of RPAPL § 741 are now in effect and Petitioner — despite being represented by counsel — has neither moved nor cross moved to amend the Petition to comply with that statutory mandate. In light of Petitioner's failure to seek leave to amend the Petition to conform with the pleading requirements of subdivisions 5-a and 5-b of RPAPL § 741, despite having had months of advance notice that these subdivisions would be taking effect on August 18, 2024, Respondent's Motion is hereby granted, and this matter is dismissed.")

However, amendment of the pleadings to add an averment regarding the tenant's Good Cause Eviction Law coverage status may be allowed if such amendment is sought. *Emerald Green Phase II L.P. v. Rivera*, 86 Misc.3d 1211(A) [Civil Court of the City of New York, Kings County 2025] ("The Court permits petitioner to amend the holdover petition to comply with Good Cause Eviction Law (GCEL) requiring petition to state whether premises were subject to GCEL and, if exempt, basis for exemption. Petitioner promptly cross moved to amend the petition after service of respondent's motion and respondent failed to show prejudice would be incurred by way of amendment. [Citations omitted.] As such petitioner's cross motion to amend the petition to add that the premises is exempt form GCEL is granted. The amended petition is deemed amended and served.")

A Good Cause Eviction Law Notice must be attached to an ejectment action in Supreme Court. *509 Throop Partners, LLC v. Vages*, 2025 WL 1168171 [Supreme Court, Kings County 2025] ("Article 6 of the Good Cause Eviction Law applies to this action commenced after 4/20/2024. Otherwise, landlords would be free to improperly convert leases to month-to-month tenancies and then commence an ejectment proceeding instead of a holdover proceeding when a tenant does not timely vacate the premises to avoid a landlord-tenant proceeding and compliance with Article 6A of the Real Property Law. The Good Cause Eviction Law on its face applies to ejectment actions to remedy this very situation, *i.e.*, where a landlord seeks to evict or remove from a premises any person "entitled to the lawful possession, use or occupancy of any housing accommodation" (RPL § 211 [4]).")

B. <u>The Notice is a Checklist</u>

RPL § 231-c provides the actual text of the required notice. This is important, because it is less about the landlord *drafting* the Good Cause Eviction Law notice and more about the landlord *filling in a form* that is the Good Cause Eviction Law notice. You literally cut and paste from the statute to create the notice. Or use the suggestions below for sample forms. So, another six pages are added to

all these standard documents – leases, lease renewals, rent demands, statutory notices, petitions, ejectment actions in Supreme Court.

The form is basically the four questions and then checklists under all but the first question:

- The first question is about whether the apartment is subject to the Good Cause Eviction Law. Yes or No.

- Then the next question is, if the apartment is not subject to the Good Cause Eviction Law, why not? And the drafter does not choose one item and include it. Rather, all items are included, and the relevant items are checked off.

- The third question is, if the law applies, whether the rent is being raised beyond the threshold, and if so why? That leaves room for a narrative section to be included.

- The fourth and final question is whether the lease is being renewed, and if so, why not. Again, a checklist format is provided.

C. Where One Can Find Good Sample GCEL Notices

- The New York City Department of Housing Preservation and Development.[3] See screen shot below.

- Westlaw, Practical Law (paywall).[4]

[3] https://www.nyc.gov/assets/hpd/downloads/pdfs/services/good-cause-eviction-law-notice-fillable.pdf.

[4] https://1.next.westlaw.com/Document/I681ccfcea59a11efba559f1a8b720b52/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0a93d2630000019901ca5653e4a18f81%3Fppcid%3D58274899b4504235aea68fd032764ea6%26Nav%3DFORM%26fragmentIdentifier%3DI681ccfcea59a11efba559f1a8b720b52%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=496f26b8ad8461d528877e25c6648b95&list=FORM&rank=1&sessionScopeId=f5a885e9b81fcc0cf3de983165750adf2750faf56de343d4cfe0edcb674e9fa9&ppcid=58274899b4504235aea68fd032764ea6&originationContext=Search%20Result&transitionType=SearchItem&contextData=%28sc.Search%29

Reset Form

Good Cause Eviction Law Notice [RPL 231-c]

Landlord: _____

Tenants: _____

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET: _____

UNIT OR APARTMENT NUMBER: _____

CITY/TOWN/VILLAGE: _____

STATE: New York

ZIP CODE: _____

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER) ○ YES ○ NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

☐ A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

☐ B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the

VI. QUESTIONS RAISED BY THE GOOD CAUSE EVICTION LAW, WHICH (AS OF THIS WRITING) HAVE NOT BEEN ANSWERED YET

Here are some big questions raised by the Good Cause Eviction Law, which (as of this writing) have not been answered yet:

(1) There are so many parallels between Rent Stabilization and the Good Cause Eviction Law, yet the Good Cause Eviction Law statute is so bare bones. Will the court be looking to Rent Stabilization cases for guidance and/or authority on Good Cause Eviction Law cases?

(2) With Rent Stabilization we have the New York State Division of Housing and Community Renewal as a state agency that has auspices over the workings of that statute. The Agency has a quasi-judicial arm, so tenants who feel aggrieved on several Rent Stabilization topics can go to the Agency and they can avoid court. Under the Good Cause Eviction Law there is nothing like that. Will this mean there will be more of a burden on the court system to deal with Good Cause Eviction Law cases? Does this not mean that it is more difficult for tenants to enforce their rights under the Good Cause Eviction Law?

(3) The Housing Stability and Tenant Protection Act of 2019 changed the Rent Stabilization Law in such a way that vacancy no longer had value to landlords. So that landlords would not pressure tenants to vacate. But under the Good Cause Eviction Law, it does not seem like, upon a vacancy, that the new rent is based on the old rent. Therefore, a way to reset an under-market rent in a unit subject to the Good Cause Eviction Law would be to attempt to entice a tenant to vacate. Does the Good Cause Eviction Law create a situation where vacancy has value again? Will this create a whole new pressure on tenants?

To be continued…

VII. ABOUT THE AUTHOR

Michelle Itkowitz is the founder of Itkowitz PLLC and she has been practicing commercial and complex-residential landlord and tenant litigation in the City of New York for over 25 years. Michelle represents both landlords and tenants as a litigator and a consultant.

Michelle creates and shares original and impactful content on landlord and tenant law in the City of New York. Michelle is the co-author of the New York State Bar Association's 400-page, 3000-footnote treatise entitled New York Residential Landlord-Tenant Law and Procedure. For over twenty years, Michelle has been teaching accredited continuing legal education classes on landlord-tenant law to other lawyers for Lawline, the nation's largest provider of such classes, and she is one of Lawline's highest rated instructors. Michelle has authored and published on her law firm website almost 500 articles and 25 white papers on landlord-tenant law in New York City. Michelle is frequently quoted in the press on landlord-tenant law in New York City. Michelle is the creator and host of the immensely popular Tenant Law Podcast, which can be heard on Apple, Spotify, Youtube, or wherever you get your podcasts.

Michelle works on pretty much anything having to do with Rent Stabilization, including but not limited to: Rent Stabilization coverage issues; non-primary residence; succession rights; rent overcharges; substantial rehabilitation; preferential rents; illegal sublets; and 421-a and J-51 Rent Stabilization. Michelle works on commercial landlord and tenant litigation, including good guy guaranty enforcement and defense, Yellowstone Injunctions, and commercial lease build out disputes. Michelle handles the landlord and tenant aspects of development projects. Michelle represents residential tenants in buyouts. Michelle helps to clean up "hairy" buildings and apartments with chronic landlord and tenant problems. Michelle does extensive co-living and short-term leasing consulting. Michelle works on matters involving special types of apartments, such as SRO's (single room occupancy), luxury apartments, co-op apartments, Loft Law (interim multiple dwelling) apartments, and Good Cause Eviction law covered units. Michelle deals with all kinds of occupancy issues, regarding roommates, family members, subtenants, and running a business in an apartment.

Michelle is a pioneer of Legal Project Management, a system by which project management principles are imposed upon the practice of law.

Michelle is immensely proud that Itkowitz PLLC was awarded its NYS Women Business Enterprise Certification by the Empire State Development Corporation. Michelle's eponymous law firm is one of the largest women-owned law firms, by revenue, in the state.

Michelle is admitted to practice in New York State and the United States District Court for the Southern District of New York. She received a Bachelor of Arts in Political Science in 1989 from Union College and a Juris Doctor in 1992 from Brooklyn Law School. She began her legal career at Cullen & Dykman.

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