THE LEGAL AID SOCIETY CIVIL

INTRODUCTION TO NEW YORK STATE'S GOOD CAUSE EVICTION LAW

November 2, 2026

The New York State Good Cause Eviction Law (GCEL) became effective as of April 20, 2024. *See* L. 2024, Ch. 56, Part HH §§ 1-7. The statute provided new protections to tens of thousands of tenants who live in New York City and has been extended to other parts of the state. Most significantly, many tenants now have a right to remain even after their lease has expired and have the option and possibility of a long-term tenancy. The law's procedural aspects – most notably the requirement to provide tenants with a statutorily prescribed notice – came fully into effect as of August 18, 2024. Two years later, this outline provides an overview of the GCEL law whose provisions are codified at Article 6A of the Real Property Law (RPL) and Article 7A of the Real Property Actions & Proceedings Law (RPAPL), its structure, and changes it has made to landlord-tenant law and housing court and eviction defense practice in NYC.

I. Good Cause Changes to Substantive Landlord-Tenant Law

At the heart of GCEL's is that "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" *if* and where that tenant is covered by the statute. *See* RPL § 215.

Definitions of key terms used in the GCEL are provided in RPL § 211. The law uses the terms "housing accommodation" and "unit" to refer to rented residential spaces. *See* RPL § 211(1). Worth noting and carefully studying are the law's very specific, and particular definitions of the terms "landlord," see RPL § 211(2), "small landlord," see RPL § 211(3), "tenant," see RPL § 211(4), and "rent," see RPL § 211(5). The law became immediately effective in NYC, see RPL § 212, but local governments across the state may choose to opt-in. *See* RPL § 213. Unless renewed and extended, the GCEL law is scheduled to sunset and expire as of June 15, 2034.

A key point is that GCEL did not change or weaken any existing legal protections for tenants who were already covered by other laws or other stronger forms of rent-regulation in NYC. Just as important to note is that the law also does not create any new protections for NYC tenants and occupants who live in smaller buildings or in certain types of residences excluded from GCEL. Thus, generally speaking, *unless* the subject premises falls within one of 15 exemptions from coverage of the law defined in RPL§ 214, then under RPL § 215, NYC landlords may only evict residential tenants for one of the good cause grounds listed in RPL § 216, subject to RPL § 217.

GCEL-covered landlords may offer lease renewals to GCEL-covered tenants in NYC with "reasonable" rent increases that fall within a "local rent standard," which is defined as a rent "equal to the inflation index or [10%], whichever is lower." *See* RPL § 211(8). The term "inflation index" is defined to mean "[5%] plus the annual percentage change in the consumer price index for all urban consumers" for NYC as published by the federal government and by the state's Division of Housing and Community Renewal (DHCR) by August 1st of each year. Based on DHCR's annual notice regarding GCEL-covered rents, covered rent increases that are at or less than this "local rent standard" are presumptively "reasonable." But if a GCEL-covered landlord increases the rent above the local rent standard, they may have to prove that the increase is not "unreasonable" if the tenant challenges the increase in court. *See* RPL § 216(1)(a). Under RPL§ 218, language purporting to waive rights under GCEL contained in any lease or rental agreement is deemed to be void and unenforceable as a matter of public policy.

THE LEGAL AID SOCIETY CIVIL

II. Changes to Procedural Law: RPL § 231-c Notice Required in Most Eviction Cases

As of August 18, 2024, in NYC, under RPL § 231-c, new leases, renewals, notices of non-renewal or rent-increase pursuant to RPL § 226-c, and eviction petitions and predicate notices under RPAPL § 711(2) and RPAPL § 741(5-a) are now required to "append" or "incorporate" a "Notice to Tenant" in which the landlord states whether the apartment is covered by the GCEL, or if the landlord claims that the apartment is exempt from coverage, then the specific exemption claimed, and if applicable, the good cause grounds to terminate the tenancy and evict the tenant.

A. GCEL Notice Not Required for Licensee Holdovers or for Any Holdovers Other than Under RPL § 226-c Based on Increase of Rent or Termination of Tenancy

The RPL § 231-c Notice to Tenant may not be required for licensee holdovers commenced and filed under RPAPL § 713. That is because the GCEL and its protections are for tenants only, as defined and covered by the law. The term "landlord" is defined as any "fee owner, lessor, sublessor, assignor, court appointed receiver, or any other person or entity *receiving or entitled to receive rent*." RPL § 211(2) (emphasis added). The term "rent" means:

> Any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations.

RPL § 211(5) *compare* RPAPL § 702(1) (defining "rent"). Certain types of separate charges are excluded from the definition of rent "provided that such charges are not imposed or increased for the purposes of circumventing [ ]." *Id.* GCEL defines "tenant" to include "a tenant, sub-tenant, lessee, sublessee, or any other person entitled to the lawful possession, use or occupancy of any housing accommodation." RPL § 211(4). It expressly states that a person is not deemed to be a tenant where "no landlord-tenant relationship exists, as established pursuant to any of the grounds set forth in [RPAPL § 713]." RPL § 211(4)(a). Likewise, a "roommate" under RPL § 235-f is not a tenant for the purposes of GCEL if they have not "received the landlord's express or implied consent to use the housing accommodation as their primary residence in exchange for payment of rent." RPL § 211(4)(b). Licensee holdovers under RPAPL § 713 are not required to append the RPL § 231-c notice to the petition. But it is of course possible that an alleged licensee could prove facts showing that they are a tenant under GCEL, and entitled to have had the Notice to Tenant attached to the petition in their eviction case. New York courts commonly dismiss eviction cases where the actual facts turn out to be rather different than those pled in the predicate notice underlying the petition. *See Chinatown Apartments v. Chu Cho Lam*, 51 N.Y.2d 786 (1980).

B. Eviction Cases Against Tenants Must Attach the RPL § 231-c Notice

Even if a tenant is not covered by GCEL – and probably most in NYC eviction cases are not covered – the procedure requiring the GCEL Notice to Tenant applies to *all eviction* cases against tenants, and failure to comply could subject the petition to dismissal. *See Morgan v. Caesar*, 89 Misc3d 131(A), 2026 NY Slip Op 51308(U) [App Term, 2d Dept 2026].

THE LEGAL AID SOCIETY CIVIL

III. Does Good Cause Apply to a Tenant's Eviction Case?: GCEL Notice as Roadmap

Unless GCEL or some similar or stronger rent-regulation applies to an NYC apartment, the tenant has no right to a lease-renewal or long-term tenancy, and the landlord retains the right to terminate the tenancy and move to evict under the procedures provided in RPL § 226-c and RPL § 232-c. Thus, when the tenant has no lease or rental agreement currently in effect, and the landlord has commenced a "nonrenewal" or "no-grounds" or "lease expiration" holdover eviction proceeding under RPAPL § 711(1), the first, threshold, critical question is whether GCEL's or some other rent-regulation's lease renewal right applies. This in turn depends on whether the apartment is located in a "housing accommodation" that falls within one of 15 specific exemptions from the law listed in RPL § 214. In those residential premises, unless some other rent-regulations apply, a landlord/ petitioner with proper standing may still evict for any or no stated reason at all.

The statutory Notice to Tenant closely tracks the GCEL law's provisions and is a helpful starting point to figuring out whether the law applies to any given apartment or rented residential space:

- First, check the predicate notice, petition, and attached RPL § 231-c Notice to Tenant to see whether the petitioner admits that the subject premises are covered by GCEL or whether they claim one of the exemptions from GCEL listed in RPL §§ 214(1)-(15)

- Independently investigate whether GCEL applies by determining the precise number of separate residential units in the building (if there's more than 10 units, GCEL could well apply), reviewing all leases or income-based annual certifications, and using publicly available databases, e.g., HPD, DOB, NYC Department of Finance, Just Fix's Who owns what in NYC database, and by requesting an apartment rent registration history from DHCR, etc.

- If the apartment or unit is covered by some other type of rent-regulation or clearly falls within either of the exemptions provided by RPL§ 214(5) or RPL§ 214(6) – e.g. rent-stabilization, NYCHA public housing, or HUD project/complex-based section 8 – then GCEL most likely does not apply and you should look instead to whatever bodies/forms of New York state or federal rent-regulation may apply to the unit and tenancy, and which in any event are likely to be just as strong or likely stronger than GCEL's protections

- In holdover eviction proceedings where the petitioner claims that the subject premises are exempt from GCEL and that the petitioner may evict the tenant without stating any reason at all – namely, exemptions under RPL§§ 214(1)-(4) or RPL §§ 214(7)-(15) – tenants' attorneys should do further investigation and due diligence to determine whether the claimed exemption is bona fide and applies, or whether interposing an affirmative defense or moving to dismiss based on failure to state a cause of action or for discovery/disclosure is appropriate

- If the landlord admits the apartment is covered by GCEL or it appears that GCEL applies, tenants' attorneys should carefully review the predicate notice and petition to determine whether the allegations contained there plausibly state a cause of action for eviction/termination of tenancy from among those listed in RPL § 216

THE LEGAL AID SOCIETY CIVIL

IV. Small Landlord Exemption – RPL § 211(3), RPL § 214(1) & RPAPL § 741(5-b)

A major category of apartments and residential units in NYC that are exempt from GCEL are those owned or controlled by what the statute refers to as a "small landlord." *See* RPL § 214(1). The definition of "small landlord," and a landlord's procedure for claiming that status in the context of an eviction proceeding is provided by RPL § 211(3), RPL § 214(1), and RPAPL § 741(5-b).

Under RPL § 211(3)(a), the term "small landlord" within NYC can mean either a "natural person" or an "entity" which owns directly or indirectly, or has a direct or indirect beneficial ownership interest in, "no more than [ ] ten units in the state." RPL § 211(3)(a) (emphasis added).

GCEL appears to use the term "units" interchangeably with the term the "housing accommodation" which is defined as "any residential premises, including any residential premises located within a mixed-use residential premises." RPL § 211(1). In NYC, the small landlord exemption applies to a single natural person owner if "they own or are a beneficial owner of, directly or indirectly, in whole or in part," fewer than 10 units total in New York state. RPL § 211(3)(b). And if more than one person owns the subject premises for which the owners claim the small landlord exemption, then none of those individual co-owners "may own or be a beneficial owner of, directly or indirectly, in whole or in part," more than 10 units.

For an entity, such as a business corporation, LLC or non-profit organization, to qualify for the small landlord exemption, "each natural person with a direct or indirect ownership interest in the entity or any affiliated entity" must own fewer than 10 units total in New York state. *See* RPL § 211(3)(c). This provision also states that "[i]f 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." RPL § 211(3)(c).

GCEL requires that whenever a landlord claims the statute's small landlord exemption "in connection with any eviction proceeding," they must:

> 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

RPL § 214(1). Providing this ownership information is an additional pleading requirement for landlords claiming the small landlord exemption in an eviction proceeding under the newly created provision, RPAPL § 741(5-b), which requires them to "append or incorporate the information required" to the petition. *See* RPAPL § 741(5-b).

A small landlord's failure to fully comply with RPL § 214(1) and RPAPL § 741(5-b) may subject the petition to dismissal, although courts may require the tenant to show they were prejudiced by the pleading and allow amendment of the petition. *See Munjal v. Ziebke*, 87 Misc3d 956 [Civ Ct, Queens Co. 2025]; *Fellin v. Martinez*, 2025 NY Slip Op 33503(U) [Civ Ct, Bronx Co. 2025].

THE LEGAL AID SOCIETY CIVIL

V. Good Cause Law Grounds for Eviction – RPL § 216

To evict an NYC tenant who is indisputably or admittedly covered by GCEL, the petitioner or plaintiff in holdover eviction proceeding or ejectment action must adequately plead and prove the underlying facts establishing one of the 10 grounds for eviction provided in RPL § 216:

> No landlord shall remove a tenant from any housing accommodation covered by [RPL § 214], or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction . . .

RPL § 216(1). The causes of action for termination of a GCEL-covered tenancy and evicting the tenant are largely familiar and similar to existing grounds for evicting tenants who are covered by other forms of rent-regulation, such as rent-stabilization or federal HUD regulations, which have long required a showing of good cause. Summary holdover eviction proceedings on these grounds may be commenced pursuant to RPAPL § 711(1). GCEL tenants may also be sued for alleged non-payment of rent under RPAPL § 711(2). As noted below, some of the 10 grounds to evict GCEL-covered tenants listed in RPL § 216 expressly place a higher burden of proof on the landlord than the typical preponderance of the evidence standard in NYC eviction cases:

- RPL § 216(1)(a): Failure to pay rent owed that is not due to an unreasonable rent increase.
- RPL § 216(1)(b): Breach of lease or substantial obligation of tenancy that tenant fails to cure within 10 days of receiving written notice to cure, "provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of [GCEL] and provided such rules or regulations are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term."
- RPL § 216(1)(c): Causing or permitting a nuisance or substantially damaging the property.
- RPL § 216(1)(d): Continued occupancy of unit is illegal under law and subjects the landlord to civil or criminal penalties. Tenant has right to pay to correct violations and resume possession if the dangerous conditions have been cured and removed. Tenant may seek money damages.
- RPL § 216(1)(e): Tenant using premises for an illegal purpose.
- RPL § 216(1)(f): Tenant unreasonably refusing to give access to apartment for repairs, or to show to prospective purchasers or to others with a legitimate interest in the premises.
- RPL § 216(1)(g): Landlord wants the unit for personal use/principal residence or for close relatives – *by clear & convincing evidence*, provided the tenant is under 65 and is not a "disabled person," under RPL § 211(6), which definition excludes certain types of addictions.
- RPL § 216(1)(h): Landlord wants to demolish – *by clear & convincing evidence*.
- RPL § 216(1)(i): Removal of the unit from rental market – *by clear & convincing evidence*.
- RPL § 216(1)(j): Tenant fails to renew lease with reasonable rent increase or reasonable changes provided the renewal offer was made at least 30 days prior, but no more than 90 days before expiration.

THE LEGAL AID SOCIETY CIVIL

VI. Holdover Eviction for "Rent Due and Owing" – RPL § 216(1)(a)(i)

Thus far the most common ground for holdover eviction proceedings against GCEL-covered tenants in NYC has been that – *subject to statutory cure provisions* – the tenant "failed to pay rent due and owing," under RPL § 216(1)(a)(i). The language of the statute suggests that a landlord relying on this ground to evict would presumably have to prove at trial that the tenant agreed to pay rent to occupy the premises and that they defaulted on payment, with the proof likely being the lease or rental agreement, business records such as accurately maintained rent ledgers, and the landlord's testimony, just as in nonpayment eviction proceedings under RPAPL § 711(2).

But, this cause of action and the landlord's burden of proof differs from the typical nonpayment proceeding under RPAPL § 711(2), in that the statute appears to require that the landlord must also plead and prove that "no part" of the tenant's alleged rent arrears resulted from "a rent increase which is unreasonable." RPL § 216(1)(a)(i). There is a presumption that "no rent increase less than or equal to the local rent standard shall be deemed unreasonable." *Id.*

In the context of these types of holdover proceedings, a salient feature of GCEL is that the law does not cap or limit the amount of rent (typically, monthly payments) that GCEL-covered landlords and tenants agree upon, but rather establishes guidelines – in cases of disagreement – for courts to determine whether a rent increase was reasonable. Where the rent increase is challenged as unreasonable, the landlord appears to face the burden of persuading the court otherwise. The statute provides a standard for the court when it must determine and adjudicate whether a rent increase is unreasonable and instructs the court to consider "all relevant facts," which may include but is not limited to evidence and competent proof of "a landlord's costs for fuel and other utilities, insurance, and maintenance." RPL § 216(1)(a)(ii).

But significantly, where the landlord and tenant are litigating the reasonableness of a GCEL-covered rent increase, the court "shall consider" competent proof of certain categories of landlord expenses, including "property tax expenses and any recent increases thereto," as well as "significant repairs to the housing accommodation, or to any other part of the building or real property in which the housing accommodation is located." RPL § 216(1)(a)(ii). However, the term "significant repairs" does not include those occasioned by and resulting "from the landlord's failure to properly maintain the building or housing accommodation," nor does it include "cosmetic improvements alone, including painting, decorating, and minor repairs."

The leading decision in this area is *Wimbledon Owner LLC v Chisholm*, 86 Misc3d 1075 [Civ Ct, New York Co. 2025], which views this GCEL ground for eviction as akin to a nonpayment proceeding under RPAPL § 711(2) and requires the landlord to provide a good-faith approximation of the rent allegedly due and owing in the predicate notice. *See also*, *Wagab LLC v Medina*, 88 Misc3d 1258(A) [Civ Ct, Queens Co. 2026]; *University Riverview Assoc. v Chisholm*, 2026 NY Slip Op 50479(U) [Civ Ct, Bronx Co. 2026]. But some courts have held the contrary. *See, e.g. Bedrock Equities LLC v Husain*, 90 Misc3d 221 [Civ Ct, Kings Co. 2026]. And at least one post-trial decision has treated this ground as similar to a "chronic rent delinquency" cause of action. *See Shared Cooper LLC v Callejas*, 88 Misc3d 1208(A) [Civ Ct, New York Co. 2026].

THE LEGAL AID SOCIETY CIVIL

VII. The Cure?

Regardless, when judgment is entered against a tenant in a GCEL holdover "the underlying basis of which is the nonpayment of rent," the statutory language appears to provides a right to a "permanent stay" of eviction, if the tenant complies with RPAPL § 751. *See* RPL § 216(3).

In one of the earliest major GCEL decisions, *1719 Gates LLC v. Torres*, 2024 NY Slip Op 24249 [Civ Ct, Queens Co. 2024], *modified after reargument*, 2024 NY Slip Op 24282 [Civ Ct, Queens Co. 2024], the court initially held that a GCEL holdover under RPL § 216(1)(a) could not be maintained for failure to pay rent, and instead only under RPAPL § 711(2), but then reversed course, subject a right to cure under RPAPL § 751, and post-warrant pursuant to RPAPL § 749(3).

Pursuant to RPAPL § 751, NYC tenants may, "at any time before a warrant is issued, stay the issuing thereof" by depositing "the amount of the rent due" with the court. *See* RPAPL § 751. The court in *Torres* noted that RPL § 216(3) expressly incorporates RPAPL § 751.

Although RPL § 216 does not expressly incorporate RPAPL § 749(3), the provisions of that remedial statute commonly relied upon by tenants in nonpayment eviction proceedings may be instructive in the context of GCEL holdover based on nonpayment of rent.

Under RPAPL § 749(3), in all New York state eviction cases, the court has "the power to stay or vacate such warrant for good cause shown prior to the execution thereof, or to restore the tenant to possession subsequent to execution of the warrant." RPAPL § 749(3). This power to stay or vacate a warrant of eviction is not limited to either a possessory or money judgment in Housing Court but rather encompasses both. The statute further provides that in cases involving:

> a judgment for non-payment of rent, the court *shall* vacate a warrant upon tender or deposit with the court of the full rent due at any time prior to its execution, unless the petitioner establishes that the tenant withheld the rent due in bad faith

RPAPL § 749(3) (emphasis added). Along same lines, could also try to rely on RPAPL § 731(4):

> an action premised on a tenant defaulting in the payment of rent, payment to the landlord of the full amount of rent due, when such payment is made at any time prior to the hearing on the petition shall be accepted by the landlord and renders moot the grounds on which the special proceeding was commenced

See RPAPL § 731(4).

Regardless, the Appellate Term, 1st Department has held that the salutary post-judgment cure provided by RPAPL § 753(4) applies to GCEL cases. *See 85 E. End Owner, LLC v Ferraro*, 90 Misc3d 127(A) [App Term, 1st Dept 2026]; *cf. Nestor v McDowell*, 81 NY2d 410 [1993].

- Please see the annexed digest of GCEL decisions -

THE LEGAL AID SOCIETY CIVIL

Good Cause Eviction Law (GCEL) Case Digest

October 26, 2026

Application of GCEL to New & Pending Cases

Commencement by filing

Sin Hang Lau v. Yun He Zheng, 2025 NY Slip Op 25001 (Civ. Ct Kings Cnty) (Ortiz). Petition was filed January 2024. Court holds that commencement is the date of filing. Premises were not covered by GCEL because the case was not commenced before the effective date of the act.

QN St. Albans Holding LLC v. Richard Sands, 2024 NY Slip Op 24252 (85 Misc 3d 275) (Civ Ct Queens 2024) (Schiff). Pet filed 3/26/24. Pet was served 5/31/24. Court holds that commenced means filing not service and so petition was commenced before GCEL.

Commencement by service

Doc Realty Mgmt. v. Morales, 2024 NY Slip Op 24239 (85 Misc 3d 389) (Civ. Ct Queens 2024) (Sanchez) Commencement of petition is on service not filing. Here petition was filed 3/9/24.

Doc Realty Mgmt. v. Morales, 2024 NY Slip Op 51647 (U) 84 Misc 3d 1239(A) (Civ. Ct Queens 2024) (Sanchez) denies motion to renew. Petitioner argued that law became effective 8/18/24.

Cases served and filed before effective date of act.

175-177 E. 3rd St. Owner LLC v. Neville, 2026 NY Slip Op 50076 (U) (88 Misc 3d 1211(A)), LT-304213-24/NY (Civ Ct NY Cnty January 14, 2026) (Guthrie) Case was filed and served before 4/20/24 and the proceeding was commenced before the effective date of the act.

Predicate Notice Cases

Predicate notice amendable – not nonpayment

326 E61 LLC v. Peter Vicini, Index No. LT-313976-24/NY (Civ. Ct, New York County, June 3, 2025) (Chinea, J.). Petitioner served 231c notice saying the premises were covered by GCEL and that the tenant had violated a substantial obligation of their lease. Petitioner filed the petition saying the apartment was subject to Rent Control. Respondent moved to dismiss, Petitioner moved to amend the GCEL notice to say the apartment was exempt due to rent control status. Court permitted amendment of the GCEL notice, finding that the GCEL notice is not a predicate notice. Court reasons that unlike a predicate notice, the GCEL notice is informational only it does not require the tenant to act. Without some prejudice to the tenant, the court will allow amendment of GCEL notice.

Predicate notice amendable – nonpayment

29-28 41st Avenue Owner LLC v. Parzinger Design et al., 2026 NY Slip Op 26079 L&T 316192-25/Qu.(Hasan J.) (Civ Ct., Queens, May 21, 2026). This is a nonpayment case. The landlord served the GCEL notice with the rent demand and alleged that the unit was exempt from GCEL because the rent was higher than 245% of FMR. The rent was not higher than the high rent exemption amount and the unit was covered by GCEL. Petitioner moved to amend the petition and the GCEL notice. Respondent moved to dismiss. Court found that notices served with rent demands do not serve the same purpose as those served with termination notices predicating a holdover because in those cases, whether or not the apartment is covered by GCEL determines whether or not the petitioner has an actual cause of action. The court held that treating the GCEL notice as a part of the rent demand serves no purpose as it does not change the amount of arrears owed or what must be paid to avoid a proceeding. The court pointed out that rent stabilized tenants do not get special notice of their regulatory status in the rent demand notice. This is a case where bad facts make bad law. The tenant owed over $300,000. The landlord had brought multiple previous cases which were dismissed on technical grounds.

One Dutchess Phase 2 LLC v. Roman, 2026 NY Slip Op 50402 (U), LT-1703-25, (City Court of Poughkeepsie, Dutchess Cnty, March 11, 2026). Petitioner served a rent demand and attached a GCEL notice which stated that Respondent was exempt from GCEL because Poughkeepsie had not opted in to GCEL. Yet Poughkeepsie had opted in to GCEL in 2024. Respondent moved to dismiss. Petitioner cross moved to amend the GCEL notice. Court holds GCEL notice is amendable and claims that most courts that have considered this issue have found the same. Court cites to *815 West 180th Group LLC v. Jonathan Vargas* (Citing to *326 E61 LLC v. Peter Vicini*, finding that the GCEL notice is not an amendable notice), *Emerald Green Phase II v. Rivera* (allowing amendment of petition – case filed before GCEL notice requirement). *Emerald Lofts LLC v. Echevarria* (allowing amendment of petition – case filed before GCEL notice requirement), *Showreview Holdings LLC v. Fernandez* (allowing amendment of the petition and finding the GCEL notice did not need to disclose ownership), *Inga v. Revenco* (allowing amendment of petition served before GCEL notice requirement), *Parco v. Fisch* (allowing amendment of petition served before the GCEL notice requirement), *Sin Hang Lau v. Yun He Zheng* (case filed before GCEL law and thus not covered by the law), *Barretta v. Parilla* (allowing amendment of the petition served before GCEL notice requirement).

Predicate notice not amendable – not nonpayment

Perets LLC v. Riche, 2026 NY Slip Op 32192(U) L&T Index No 307259-26/KI (Civ Ct King Cnty August 18, 2026) (Faleck) Landlord served a GCEL notice that checked the box indicating the building was exempt but failed to state under which ground. The landlord also checked a box for good cause. Court dismissed the case as predicate notices are not amendable. See Also 210-212 East 87th Street LLC v. Kaitz, 319209-25/NY (Civ Ct NY Cnty 8/12/26) (Vendzules)

922 B LLC v Albatran, Index No. LT-303213-26/KI [CivCt, Kings County August 7, 2026] (Cohen, J.) Landlord served a GCEL notice indicating that the corporate entity needed the apartment for its own use. The Petition indicated that the petitioner had good cause to not

renew because there was rent due and owing. The court dismissed the case holding "a valid notice of termination (i.e., one which sets forth sufficient facts) is a condition precedent to the commencement of an eviction proceeding, [thus] dismissal of the petition is required where the notice is deficient, in that a different ground is asserted than in the petition."

118 Seaview Ave, LLC v. Akantra, L&T Index No. 302678-25/RI (Civ Ct, RI Cnty June 11, 2026) (Smith J.) Landlord served an GCEL notice that indicated that the premises were covered by the law but failed to state any basis for Respondent's removal from the premises. Respondent moved to dismiss. Petitioner opposed arguing that the GCEL notice was not a predicate notice and was amendable. Court finds that although the notice is not a predicate notice, it is required and including the lawful grounds for non-renewal is required. Court dismissed the proceeding.

Perets LLC v. Johanne Riche, L&T Index No. 321010-25/KI (Civ Ct Kings Cnty, 4/3/2026) (Grant. J.). Landlord failed to include the GCEL in the 90 day termination notice. Court holds that predicate notices cannot be amended and dismisses the case.

815 West 180th Group LLC v. Jonathan Vargas et al., Index No. LT-319951-24/NY [Civ Ct, New York County September 26, 2025] (Chinea, J.) In this licensee holdover involving a basement apartment to which the landlord temporarily relocated the respondents, the court grants a motion to dismiss the petition because the predicate notice of termination is defective. After a fire in their primary residence, the landlord temporarily relocated the respondents to a basement unit under a written agreement meant to last less than a month. The petition alleged that the respondents were licensees and that they are not subject to protections under the Good Cause Eviction Law (GCEL). The court finds the landlord's pleadings, including its proposed amended petition, and its shifting theory of the case to be incomprehensible. In dismissing the petition the court holds that the "notice of termination, combined with the GCEL notice attached to it, fails to apprise Respondents accurately of the fundamental nature and grounds of the proceeding that will be brought against them," including by failing to either "characterize Respondents as tenants, be they tenants at sufferance" or "otherwise holdover tenants pursuant to RPAPL § 711 [l]." Compare to *Vicini* also from Chinea above.

3515 Eastchester Rd., LLC v. Erica Soto, 242 N.Y.S.3d 896,LT-341809-24/BX [Civ Ct, Bronx County September 16, 2025] (Lutwak, J.) Petition was filed December 2024. The termination notice was served August 29, 2024. Petition alleged that premises were not covered by GCEL because tenant had an outstanding balance. Attached to petition was a 226c notice stating that the tenancy was being terminated because no lease was in effect. Additionally there was a 231-c notice with multiple boxes checked: apartment is not subject to GCEL, apartment is exempt from GCEL because landlord is small landlord and apartment is subject to GCEL but there is a good cause for eviction because tenant is violated a substantial obligation of their tenancy and failed to cure after a written 10-day notice. After an answer which raised improper pleading, the landlord moved to amend the petition to add a new ground, nuisance, and to amend the 231-c notice attached to the petition. The proposed amendment to the 231-c notice would remove the check in the small landlord box and check the box for nuisance. The landlord describes the changes to the 231-c notice as clerical. The court granted the landlord's motion to amend the petition but denied that part of landlord's motion which sought to amend the 231-c notice. Court

notes its is black letter law that predicate notices are non-amendable, citing *Chinatown Apts v. Chu Cho Lam,* 51 N.Y.2d 786 (1980). Court dismissed the proceeding.

Predicate notice not amendable rent demand

17 Eldridge St. Corp. v. Janelli Saavedra, LT-319574-24/NY [Civ. Ct., NY Co. 2025] (Blinova, J.) This is a nonpayment case filed in November 2024 with a rent demand served in October 2024. The rent demand failed to include the GCEL notice. Court held that failure to include the GCEL notice with the rent demand was unamendable.

Predicate notice (RPAPL 231) must specify factual basis for the case and is not amendable.

Wagab v Medina, 2026 NY Slip Op 50578(U) (88 Misc 3d 1258 (A) (Civ Ct, Queens, March 30, 2026) (Dressler, J.) This is a holdover based on nonpayment of rent. Respondent moved to dismissed based on both the predicate notice and the petition being defective for failing to specify the amount of rent owed. Court held that notices to terminate must include specific and unambiguous language and detailed allegations must be included. As the GCEL notice is devoid of any detail as to what is owed, the history of rent default and the present status of the rent arrears, it is defective and the case is dismissed. See also *2014 Nostrand LLC, v. Ogunade,* Index No. 326658-25/KI (Civ Ct. KI Cnty April 30, 2026) (Weisberg J.) *OCP Holdings LLC v. Quinones*, 2026 NY Slip Op 51751 (U) (City Ct, White Plains, October 14, 2026) (Blanchard J.)

Global Realty Management NY, LLC v Wiatrowicz, et al., Index No. LT-319695-24/QU [Civ Ct, Queens County February 3, 2026] (Bryan, J.) This is a holdover based on nonpayment of rent where the respondent defaulted. Respondent sought to vacate the default judgment and raised as a meritorious defense defective notice of termination and improper notice under RPL 231c. The respondent argued that the notice was defective because it failed to specify amount of rent, amount of arrears and time period of the alleged arrears. The court adopted the reasoning of *RP Wimbledon Owner LLC v Chisholm*, 86 Misc3d 1075 [Civ Ct, NY County 2025] (Meyers, J.).

But, see, Bedrock Equities LLC v Husain, 2026 NY Slip Op 26044 [Civ Ct, Kings Co. March 30, 2026] (Bacdayan, J.); *Jupiter 76 LLC v Quinn*, [Civ Ct, Kings Co. 2025] (Basu, J.); *Homerun Blossom LLC v Yang*, [Civ Ct, Queens Co. 2026] (Ibrahim, J.); *see also Evurich Pitkin LLC v Rodriguez*, [Civ Ct, Kings Co. 2025] (Arrindell, J.) (90-day GCEL notice of termination defective); *Evurich Pitkin LLC v Gonzalez*, [Civ Ct, Kings Co. 2025] (Weisberg, J.) (same); *Shared Cooper LLC v Callejas*, 88 Misc3d 1208(A) [Civ Ct, New York Co. 2026] (Stoller, J.) (treating RPL § 216[1][a][i] grounds for eviction as akin to chronic rent delinquency holdovers and dismissing after trial where no pattern of chronic lateness, arrears ultimately paid, and no prejudice to landlord).

Evurich Pitkin, LLC v Gonzalez, Index No. LT-304713-25/KI [Civ Ct, Kings Co. 2025] (Weisberg, J.). Proceeding brought as a holdover for rent being due and owing. Court looks to appellate division cases in the commercial holdover context that have imported a rent demand pleading standing into those predicate notices. The court hold that notices of nonrenewal based on

nonpayment grounds under GCEL must include specific information required by rent demands. The court dismissed the proceeding.

Evurich Pitkin LLC v Rodriguez, Index No. LT-304727-25/KI [Civ Ct, Kings Co. 2025] (Arrindell, J.) Proceeding brought as a holdover for rent being due and owing. Petitioner served 231c notice which simply checked the box. Court follows *RP Wimbledon Owner. LLC v. Chisholm* and holds that Petitioner must specify the grounds on which they are bringing the case. Because predicate notices are unamendable, the Court dismisses the proceeding.

RP Wimbleton Owner LLC v. Chisholm, 2025 NY Slip Op 32204 (U) (Civ Ct NY Cnty 2025). (Meyers) Petitioner moved to reargue previous decision. Ct denied leave to reargue. General principle applicable to notices that a notice's substance should be sufficient to facilitate appropriate action by the recipient, whether cure of a breach, the exercise of an option or the preparation of a legal defense. This general rule applies to notices under RPL § 226-c. Eviction proceedings predicated on nonpayment of rent are expressly subject to cure. While often the petition itself fails to state the facts on which the special proceeding is based, it incorporates the termination notice by reference. That notice of termination articulates the required facts. Here, the notice didn't include specific facts, nor did the petition. A lump sum of arrears without reference to specific time periods does not satisfy § 741(4).

RP Wimbleton Owner LLC v. Chisholm, 86 Misc. 3d 1075, 231 N.Y.S.3d 372 (Civ Ct NY Cnty 2025) (Meyers)

§ 226-c notice served 5/24. Proceeding commenced 10/24. Premises covered by GCEL. Petition pled grounds are that Respondent failed to pay rent. Respondent moved to dismiss arguing notice of non-renewal failed to provide sufficient facts regarding nonpayment and the petition lacked detail about the nonpayment. Court holds notice was unreasonable under the circumstances as if failed to clearly inform Resp of the period for which rent was due or the approximate amount owed. Additionally, the petition which simply included a lump sum amount did not satisfy RPAPL § 741(4). While the petition is potentially amendable, here Petitioner failed to move for this relief.

University Riverview Assoc. v Chisholm, 2026 NY Slip Op 50479(U) [Civ Ct, Bronx County April 6, 2026] (Lutwak J.). Holdover on "rent due and owing" ground under RPL 216(1)(a); amended petition dismissed for failure to plead facts adequately under RPAPL 741(4). The amended petition, failed to state, "any facts about what rent 'due and owing' Respondent 'has failed to pay.'" Applying *RP Wimbledon Owner LLC v Chisholm*, 86 Misc3d 1075, 1079 [Civ Ct, New York Co. 2025] (Meyers, J.), the court concludes that the amended petition must be dismissed because it "states no facts whatsoever about any unpaid rent — it does not even state a lump-sum amount." Although the amended petition alleges a sum of use and occupancy owed, the court observes that "'[r]ent' and 'U&O' are distinct terms, with the former being a payment a tenant makes to a landlord under a lease and the latter being a payment made for possession of real property under a theory of quantum meruit for a period when there is no lease between the parties." The court holds that "[u]nder the GCEL, failure to pay rent is one of the 'good cause' grounds for a landlord to refuse to renew a lease and commence an eviction proceeding, RPL § 216(a)(1), but failure to pay 'U&O' is not," and so the amended petition fails to state a cause of action as it doesn't allege any rent due and owing.

231c notices need only check boxes, need not specify factual basis for the case.

San-Dar Associates v. Palin, LT321396/24 (Civ Ct NY Cnty May 29, 2026) (Vendzulez J.) Holdover brought based on non renewal of lease for good cause. Petitioner alleged good cause based on Respondent unreasonably failing to provide access to make repairs and on Respondent failing to pay rent due and owing. Court notes that GCEL is the greatest expansion tenant's rights since the ETPA and it is unquestionably remedial. However, GCEL shifts the paradigm for holdovers. Prior to GCEL most holdovers for cause sounded in breach of lease. In GCEL cases, the question is not whether the lease was properly terminated but whether the landlord can be compelled to enter into a new lease with a tenant. Because of this paradigm shift, the court rejects the cases which hold that predicate notices for holdovers for non payment of rent must include specific facts as to what is owed. Tenants in holdovers for nonpayment of rent under GCEL have no right to cure the alleged conduct to avoid litigation. Because respondent had no right to cure, the notices did not need to include specific information. Additionally, although the lease required a notice to cure to be served prior to terminating the lease, no notice was required here where the lease expired on its own terms.

Bedrock Equities LLC v. Shaista Husain, LT-326656-25 Ki (Bacdayan) (Civ Ct., Ki Cnty, March 31, 2026). Court denies motion to dismiss based on inadequate GCEL notice where the landlord simply checked the box that there was rent due and owing. Court finds that based on the plain language of the statute nothing more is needed pre commencement of a holdover based on nonpayment of rent than informing the tenant via a RPL 231 notice that the cause for the holdover proceeding is "failure to pay rent due and owing" which "did not result from a rent increase which is unreasonable." Court points to statute which requires specificity when it comes to raising the rent above the reasonable rent standard.

Homerun Blosson LLC v. Jin Feng Yang. LT-303957-25 Qn (Ibrahim J.). (Civ Ct Qns Cnty, Dec 23, 2025). The Court denies motion to dismiss based on inadequate GCEL notice where notice does not state how much is owed or that payment will foreclose eviction. Cites approvingly of Jupiter 76 LLC v. Quinn. States that the petition does inform the tenant of what is owed and for what period of time.

Jupiter 76 LLC. v. Duane Quinn, Index No. LT-303346-25/KI [Civ Ct, Kings County December 9, 2025] (Basu, J.). The proceeding was commenced as a nonpayment holdover. The 231c notice checked the box that there was rent due and owing and the petition repeated the language from the statute. Resp moved to dismiss. The court denies the tenant's pre-answer motion to dismiss the petition on the ground that the predicate 90-day notice of termination failed to provide any details regarding the alleged failure to pay rent. The court declines to follow *RP Wimbledon Owner. LLC v. Chisholm* and finds that the landlord "was not required to include, in the predicate notice, the level of detail that would be necessary in a true rent demand." It is concerning that the court questions whether a tenant could cure the nonpayment before the case was brought and states that cure can only occur after court intervention. This would seem to allow landlords to bring holdovers for nonpayment of rent where no money is due and owing. This is dicta, however, as the court recounts that the ledger stated that $40,000 was owed, and that no rent had been paid for about two years.

Disclosure of small landlord information not required in 231c notice

Shoreview Holdings LLC v. Fernandez, 2025 NY Slip Op 25277, L&T 303618-25/QU [Civ Ct, Queens County, December 22, 2025] (Ibrahim, J.) Resp moved to dismiss the proceeding based on pet's failure to disclose the name of each owner and the units owned by each owner. Additionally, the Respondent moved to dismissed on the basis that the basement apartment was 5 separate units and so Pet owned more than 10 units. Pet opposed dismissal, alleging it owned 8 units in total, listing the addresses and the total units. Petition states that the basement apartment in the subject proceeding was one unit. (as a side note, Who Owns What shows that petitioners own 8 buildings with 15 units. Respondent only claimed 3 additional buildings in their papers). Court held that the number of units owned by the landlord is a triable issue. Court found that the predicate notice need not disclose ownership and addresses of buildings. The statute requires that information be included in the Petition only. Court grants the amendment of the petition to include the required disclosures. See also *Useini v. Jamaluddin*, LT 324329-25/KI (Civ Ct, Kings Cnty 4/6/2026) (Bacdayan J.)

Disclosure of small landlord information required in 231-c notice and the notice is unamendable

Xiao Hang Wang v. Diop, L&T 32484-25/Bx (Civ Ct, Bx Cnty July 14, 2026) (Baum J.) Plain language of the statute requires landlord disclosures in 231-c notice and that notice is unamendable. Proceeding dismissed.

Tanya Hobson-Williams, Article 81 Guardian of Lucille Jenkins, v. Ducker L&T Index No 312659-25/Qu (Civ Ct, Queens Cnty April 16, 2026) (Bryan J.). Court dismisses proceeding because the GCEL did not disclose the required small landlord information. Defective pleadings are unamendable. See also *Jenkins v. Ducker* (June 29, 2026) denying reargument. See Also *McCrea v Crawford*, Index No. LT-000089-26/KI (Civ Ct, Kings County August 12, 2026) (Basu, J.) *Ramreign Inc., v. Cabon*, Index No. LT-320917-25/BX (Civ Ct, Bronx County May 26, 2026)(Baum, J.)

252685 St, LLC v Fei Fei Gu, et al, Index No. 303908-25/KI [Civ Ct, Kings County October 27, 2025] (Bacdayan, J.) GCEL notice is served and the landlord checked the box that it is a small landlord under the statute. The petition repeats the allegation that it is a small landlord but does not include the required disclosures. The court dismisses the proceeding holding that the predicate notice is unamendable and requires the disclosures of ownership information.

Failing to serve proper predicate notice

Marie Julmis, v Oliya, Index No. 321307-25/KI (Civ Ct, Kings Cnty, April 15, 2026). (Weisberg J.) Petitioner did not include the entire GCEL notice with the predicate notice but only portions. Court dismissed the proceedings holding that while it might be permissible to incorporate only relevant portions, here the Petitioner's version did not contain enough of the relevant portions. See also *Ledbetter v. Jules*, L&T 321144-25/KI (Civ Ct Kings Cnty July 1, 2026) (Weisberg J.); *Mugen Group LLC v. Tufino* L&T 326620-25/KI (Civ Ct, Kings Cnty, May 5/8/2026) (Vincent J.)

Cho Hing Sze v. Cai, Index number 302326-25/RI (Civ Ct, RI County, April 13, 2026), Petitioner failed to include the GCEL notice with its predicate notice. Case dismissed. See Also *PCMH 2950 Grand Concourse v. Wilson* 89 Misc 3d 1245(A), (Civ Ct, Bx Cnty August 12, 2026) (Gonzalez)

Barrow v. Griffith, 2026 NY Slip Op 31293 Ind No 506596-25/Ki (Sup. Ct Ki Cnty, March 16, 2026) (Montelione J.) In this ejectment action plaintiff failed to include the GCEL notice with the termination notice. Plaintiff argued that no notice was necessary because the unit was illegal. Court dismissed the case finding that there was no documentation that the unit was illegal and the case cited for the proposition that GCEL in inapplicable to "illegal units" does not exist. Court dismissed the complaint because the predicate notice was defective.

Central Harlem Portfolio LLC v. Marjean C Cassells, Index No. LT-305930-25/NY [Civ. Ct., NY Co. 2025, December 3, 2025] (Chinea, J.). In this nonpayment case, Respondent moved to dismiss based on failure to serve the RPL 231-c notice with either the rent demand or the petition. Petition opposed arguing that both the rent demand and the petition explicitly stated the specific reason the premise was exempt from GCEL. The petition included the following language "This unit is subject to the Good Cause Eviction Law, but is except by virtue of the premises being rent regulated" The rent demand stated "the subject premises (are) subject to article six-A of the real property law, the "good cause eviction law". The basis of any exemption is as follows: the unit is subject to regulation of rents or evictions pursuant to local, state, or federal law." The court finds that the language requiring the rent demand to append and contain the 231-c notice and the petition to append and incorporate the following notice requires the entire notice to either be included or attached to the rent demand and the petition. There is no option to abridge the notice. The court granted the motion to dismiss.

Knoxville Manor LLC v. Carmen Hernandez, Index No. LT-313625-25/BX [Civ. Ct., Bronx County December 15, 2025] (Hassan, J.) In this nonpayment, the court grants the tenant's pre-answer motion to dismiss for failure to state a cause of action under RPAPL § 711(2) because the predicate rent demand failed to attach the Good Cause Eviction Law notice provided by RPL § 231-c. Citing *17 Eldridge St. Corp. v. Janelli Saavedra*, [Civ. Ct., NY Co. 2025] (Blinova, J.), the court notes that predicate notices are not amendable and therefore the landlord's cross-motion to amend the petition is futile. *See, also* *Central Harlem Portfolio LLC v. Marjean C Cassells*, [Civ. Ct., NY Co. 2025] (Chinea, J.).

EQR 228-W. 71 St. LLC. v. Ford, 2025 NY Slip Op 34136 (U), LT 301802-25/NY, November 6, 2025 (Ferdinand, J). Petitioner brought a nuisance holdover after serving a 6-day notice to terminate based on nuisance. Attached to that notice was a 231-c notice which stated that the apartment was covered by GCEL but failed to mark the ground for good cause. Respondent moved to dismiss based on the failure to serve the proper 231-c notice. Petitioner opposed stating that the GCEL notice was attached to the termination notice which said that the ground was nuisance. Court dismissed the proceeding holding that where a tenant is covered by that law, they can be removed only based on one of the enumerated grounds in the statute, and that ground must be stated in the required 231-c notice.

Eon Charles v Makeba Green, et al, Index No. 001620-24/KI, March 13, 2025 (Arrindell, J.) In this holdover, the court dismissed based on the defective predicate notice which did not comply with

the requirements of GCEL, even though the notice was dated March 10, 2024. The court applied the principles enunciated by Judge Gurung in the following decision, but as to a predicate (90-day) termination notice: *1303 Needham Realty LLC v Brown* (2025 NY Slip Op 25028)

Petition cases

RPAPL §741 cases

Morgan v. Caesar, 2026 NY Slip Op 51308(U), 89 Misc 3d 131(A), (App Term, 2d Dep't 2026) (Toussaint, Buggs, Quinones). This is the first appellate decision on GCEL. Its fairly simple. The case was commenced in October 2024 and the petition did not state whether the apartment was covered by GCEL. Appellate Term upholds the dismissal of the proceeding for failure to comply with RPAPL §741. See also *Jagram v. Dadwah*, 2026 NY Slip Op 32225(U), L&T 304878-26 (Civ. Ct Queens Cnty Sept. 10, 2026) (Guthrie); *205 Associates LLC v Alicea*, [Civ Ct, Bronx Co. 2026] (Garland, J.); *Global Realty Management NY, LLC v Wiatrowicz*, [Civ Ct, Queens Co. 2026] (Bryan, J.) *AL & JD Realty LLC v. LLiguicota*, Index L&T 309987-24/Qu (Civ Ct Qu Cnty 5/26/26) (Dressler. J.)

IHY Van Nest LLC v. Enriquez, Index No. 332632/25/Bx (Civ Ct, Bx Cnty May 14, 2026) (Gonzalez) Petitioner's GCEL notice checked the box that the building was in a jurisdiction that did not have GCEL. The Petition stated that the building was not rent stabilized because it was a four unit building and attached the GCEL notice. Note, that if the landlord was claiming exemption as a small landlord, there were no small landlord disclosures in the petition. Respondent moved to dismiss, Petitioner defended by stating that any failure in the GCEL notice was technical. Petitioner did not move to amend the petition. Court dismissed the petition for failure to comply with the GCEL law.

University Riverview Associates v. Chisholm, 2026 NY Slip Op 50479(U) LT-323243-24/Bx (Civ Ct. Bx Cnty April 6, 2026) (Lutwak J.) 90 day notice was served February 2024 and the petition was filed June 13, 2024 without reference to GCEL. Petitioner moved to amend the petition to state that the premises were subject to GCEL but the Petitioner had a good cause to evict because they were not renewing the lease pursuant to RPL §231-c(4)(E) ("rent is due and owing). The court granted petitioner's request to amend the petition but dismissed the petition under RPAPL §741(4), holding that where the petition states no facts about any unpaid rent, dismissal is warranted. Here the petition did include specific allegations about U&O owed including a per month amount and a total amount. However, as the court points out, the cause under RPL §216(a)(1) is a fail to pay rent and not U&O.

894 Belmont Avenue, LLC v. Dove, Index No LT 307039-25/Ki (Civ Ct, Kings County, March 9, 2026) (Bacdayan J.) Landlord failed to plead GCEL as required by RPAPL §741 (5-a). Respondent moved to dismiss. Court dismissed holding failure to plead GCEL is a fatal defect. Here petitioner failed to cross move to amend the petition in response to the motion for summary judgment. The GCEL notice claimed an exemption based on small landlord and that the landlord also failed to provide the required information as per RPAPL §741(5-b) but that is unmentioned in the decision.

TD Equities v. Cribbs, 85 Misc. 3d 1282(A), 231 N.Y.S.3d 926 (Civ Ct Queens Cnty 2025), (Ibrahim) RPL §226-c notice dated 2/24 Case commenced post April 20, 2024. Petition stated that premise is exempt from GCEL because tenant's conduct constitutes a nuisance. Court holds that the petition, which does not state any facts about the alleged nuisance such that the respondent can understand the claim made against her and allow her to prepare a defense, does not pass RPAPL §741(4) muster. Court dismisses petition.

1303 Needham Realty LLC v. Brown 86 Misc. 3d 1210(A), 233 N.Y.S.3d 921 LT-320996/24 Bx (Gurung). (Civ. Ct, Bx Cnty, January 23, 2025. 232a notice served February 2024. Proceeding commenced June 6, 2024, with no mention of GCEL. Petitioner claimed GCEL went into effect on August 18th. Court held that amendments in RPAPL § 741 were now in effect, and Petitioner failed to move to amend the petition to comply with statutory mandates. Petition dismissed.

Failure to disclose small landlord information under RPAPL §741(5-b).

Lai v. Wong, 2026 NY Slip Op 32165(U), Index No LT 303798-26/QU (Civ Ct Queens Cnty August 19, 2026) (Guthrie. J) Landlord need not disclose its own personal residence as part of the required small landlord disclosure.

PB&T Realty LLC v. Abreu L&T 326276-24/KI (Civ Ct Kings Cnty, June 6, 2026) (Bacdayan J.) Petition failed to disclose the landlord information as required by RPL § 214(1) and RPAPL §741(5-b) and did not move to amend. Proceeding dismissed. *See Also* *Okonkwo v. Galbreath*, 2025 NY Slip Op 52252(U) 89 Misc 3d 1240(A), (Civ Ct, Queens County April 3, 2025) (Sanchez); *Hindu Center v. Trapathi*, L&T 308695-25/Qu (Civ. Ct Queen Cnty, September 30, 2026) (Guthrie), *Zheng Bo Xia v. Salazar*, 2026 NY Slip Op 32187(U), (Civ Ct Queens Cnty September 3, 2026) (Gurung)

NancyLee Tracey Douglas v. Douglas, LT 317484-25/Qu (Civ Ct, Queens Cnty, April 21, 2026). (Guthrie) Court dismissed this case because Petitioner failed (a) to include small landlord disclosures as required by RPL § 214(1) and RPAPL §741(5-b) and to correct ambiguities in GCEL notice, in which Petitioner marked off small landlord exemption and also checked off a box for a good cause "ground." Case was also dismissed because Petitioner failed to provide proof that the predicate 60-day notice was served upon Respondent Tamika Douglas: even though Petitioner alleges the notice was served upon a person of suitable age and discretion, there is no affirmation that the notice was mailed to Respondent Tamika Douglas as required for substitute service. Petitioner in this case did not seek to amend the petition.

Leonardo v. Estrada, L&T 320404-24/Qu (Civ Ct Queens Cnty March 24, 2026) (Guthrie J.) Petitioner failed to plead the required small landlord disclosures and has not sought to amend the petition. Proceeding dismissed.

Mba v Adegoke, Index No. LT-331472-24/BX [Civ Ct, Bronx County January 2, 2026] (Baum, J.) Petition alleged exemption due to small landlord in GCEL notice and in the petition. The Petition failed to disclose the small landlord information. Petitioner argued that they were not obligated to disclose and that Respondent could seek discovery. Court held that the petition is defective where it fails to provide the information required by RPAPL §741(5-b).

336 Central Realty LLC, v. Cruz, Index No. LT-302107-25/Ki (Civ Ct. Kings County) November 11, 2025 (Weisberg J). Petitioner served a RPL §231-c notice stating that the apartment was not covered under the GCEL because the landlord was a small landlord and that the lease was not being renewed because rent was due and owing Petition was filed without the required disclosures and both said the apartment was exempt because of the small landlord exemption and that there was rent due and owing and specified those grounds. After Respondent moved to dismiss, Petitioner cross moved to amend the petition to include the units of housing in New York City (which equaled 10 units) and acknowledged owning a single-family house in Nassau. Court found that the landlord did not qualify as a small landlord. Court dismissed the case because of fundamental misstatements in the petition and the proposed amended petition both of which alleged that the premises were exempt under the small landlord exception.

Fellin v Martinez, 2025 NY Slip Op 33503(U), Index No. LT-320227-24/QU [Civ Ct, Queens County September 9, 2025] (Tovar, J). In this licensee holdover, the landlord claimed exemption for GCEL under the small landlord exemption. Respondent sought to dismiss because the landlord failed to disclose the units. The Petitioner opposed saying that the landlord would disclose at some time in the future. Court dismissed the case holding that landlords claiming the GCEL small landlord exemption are required to disclose their direct and indirect ownership of other residential units in the State under RPAPL § 741(5-b) so that respondents and the court can determine whether they are entitled to the exemption under RPL § 214(1).

Amendment of petition permitted

3338 Fish Avenue LLC v. Malcolm, Index No. L&T 325664-24/Bx (Civ Ct, Bx County, August 14, 2026) (Dressler. J.) Peition was filed in 2024 after April 20, 2024. Tenant signed a stipulation of settlement to vacate the premises. After the tenant obtained counsel, she moved to vacate the stipulation because she had waived her rights under GCEL. The court granted the motion and vacated the judgment, the court also granted petitioner's motion to amend the petition and comply with the GCEL and set the matter down for trial.

Lin v. Genis-Perez, 2026 NY Slip Op 51502(U), 90 Misc 3d 1210(A), (Civ Ct, Kings Cnty 2026) (Arrindall). Petitioner in this case pled small landlord status but did not disclose ownership in the petition. The case went to trial and after the landlords testified as to what properties they owned, Petitioner sought to conform the pleading to the proof. The court held that predicate notice was not required to include the small landlord disclosures, however, under RPAPL §741 (5-b), the petition was required to include the disclosures. The court points to CCA §909 which provides that a party can amend pleadings one time, as of right, ten days after the service of the answer. The answer here was served six days before the trial, within the 10 day as of right period. However, the court finds no prejudice in allowing the amendment and would have allowed it by permission. The court did allow Respondent to reopen the record and offer a rebuttal to Petitioner’s testimony.

Durand v. Nelson, 2026 NY Slip OP 32043 (U) (Civ. Ct Queens Cnty (May 18, 2026) (Guthrie J.) Petitioner claimed small landlord exemption and the petition indicated that the landlord, a natural person, owned only this two unit building. Respondent moved to dismissed based on a failure to provide the required information. Petitioner moved to amend to add that Petitioner's wife was a co owner. Court granted Petitioner's motion to amend the petition. See also *Useini v. Jamaluddin*, LT 324329-25/KI (Civ Ct, Kings Cnty 4/6/2026) (Bacdayan J.)

Parco v. Fisch, 97 Misc 3d 1231(A), 242 N.Y.S.3d 916 (Civ Ct Kings Cnty 2025) (Danescu J.) Petition filed 7/25 claiming small landlord exemption. The petition failed to disclose required information. Respondent moved to dismiss. Petitioner moved to amend the Petition to include the required information. Court granted motion to amend the petition citing to *Inga v. Revenco*, *Sin Hang Lua v. Yun He Zheng*, and *Baretta v. Parilla*.

Barretta v. Parilla, 2025 NY Slip Op 50253 (U) 85 Misc 3d 1222(A) (Civ Ct Queens Cnty 2025) (Guthrie). Case was filed 7/24. Court grants Petitioner's motion to amend petition to state a ground under the GCEL citing *Sin Huang Lau v. Yun He Zheng*, 2025 NY Slip Op 25001 and *Paikoff v. Harris*. Court denies Petitioner's motion to amend the petition and substitute new owner as petitioner for this case considering the transfer of the deed happened before the case began.

Emerald Green Phase II v. Rivera, 86 Misc. 3d 1211(A), 232 N.Y.S.3d 919 (86 Misc 3d 1211(A) (Civ Ct Kings 2025) (Cohen). Proceeding commenced May 2024. Petitioner moved to amend the petition to say that premises were exempt from GCEL b/c of LIHTC. The court permitted amendment of petition where respondent failed to state prejudice because petitioner promptly moved to amend petition.

1372 Shakespeare Ave HDFC v Ingrid Perez, Index No. LT-323487-24/BX, April 7, 2025 (Gurung, J.) In this nonpayment case, the court declines to dismiss for failing to originally plead GCEL and allows amendment of the petition, perhaps because the proceeding was commenced in June 2024, before the effective date of the GCEL.

Inga v. Revenco, 86 Misc. 3d 1210(A), 233 N.Y.S.3d 921 (Civ Ct Kings 2025) (Danescu) No dispute that premises are covered by GCEL. The case was commenced in 6/24. In the petition, Petitioner claims use and occupancy in the amount of 23,250 at the rate of 1550 from 5/23 through 6/24. Respondent moves to dismiss. Petitioner cross moved to amend petition to say GCEL applies, and Petitioner has good cause – nonpayment of rent, breach of lease and nuisance. No other factual details are included. Court holds failure to pled GCEL is akin to failure to pled rent stab, a recognizably amendable defect. Court grants amendment of pet. Court dismisses nuisance and breach of lease claim as pet alleges no facts in support of those claims. That said, nonpayment of rent is supported by facts (23,250 owed at rate of 1550 from 5/23 through 6/24) and satisfy §741(4). Here petition provided monthly U&O, the period for which such U&O accrued and the total amount for such period of time.

Amendment of petition denied

Zheng v. Avelar Index No 310352-25/Qu (Civ. Ct Queens County, May, 20, 2026) (Tovar, J.) (Also could be under small landlord). This is a motion seeking reargument of the court's decision to dismiss this proceeding based on Petitioner's failure to comply with RPAPL §741(5)(b). Motion sought to amend the petition. The petition simple quoted from the definition of small landlord in the law. Respondent moved to dismiss and attached six deeds not disclosed in the petition. Petitioner responded with an attorney affirmation indicating that the six deeds equaled nine units. At no time did Petitioner seek to amend the petition or provide the disclosures required by the law. Petitioner relied on *Shoreview Holdings v. Fernandez* (see above) however, the court found that here the Petitioner relied on an attorney information that did not allege personal knowledge. The court held that the attorney affirmation was valueless and denied petitioner's motion.

84-16 Beach Channel LLC v Job, Index No. LT-308899-24/QU [Civ Ct, Queens County January 8, 2026] (Bryan, J.) The petition was filed in 6/24. It failed to mention GCEL. Respondent moved to dismiss under RPAPL §§ 741(5)(a) and 741(5)(b). Petitioner moved to amend the petition to comply with GCEL. Court dismissed the proceeding holding "the failure to timely serve the information required by RPAPL §§ 741(5)(a) and 741(5)(b) [sic] cannot be cured by amendment".

Floral Park Properties, LLC v Stace Valentin Hartman, et al, Index No. 319882-24/QU [Civ. Ct., Queens County January 8, 2026] (Bryan, J.) The 232c 60-day notice of termination was dated 7/29/24. The petition was filed on 12/13/24. The petition failed to comply with the GCEL law and petitioner failed to attach the GCEL notice to the petition. The petitioner conceded that the subject premises are subject to GCEL, but the court rejected its request for leave to amend the petition. Relying on the plain language of RPL § 217 together with RPL § 231-c, the court concluded that the legislature intended strict compliance with the notice requirements under GCEL, and failure to include such notice is fatal. Noting that "no appellate authority has addressed" the import or meaning of RPL § 217 to date, the court boldly relies on the plain language of that provision apparently conditioning any eviction under GCEL require that the landlord "has complied with any and all applicable laws governing notice to tenants," to hold:

"The fact that the GCEL Notice requirement is incorporated into a section of the RPL that governs predicate notices indicates that the legislature, in enacting the GCEL, intended the GCEL Notice prescribed by § 231-c to be akin to a predicate notice. This leads the Court to conclude that the § 231-c GCEL Notice should be treated as a separate predicate notice, rather than solely a requirement for the contents of a petition. *See 3515 Eastchester Rd., LLC*, 242 N.Y.S.3d at 903 ('Just as the termination notice under RPL §§ 226-c and 232-a is non-amendable, it follows that also non-amendable is the new RPL § 231-c Notice')."

Wan You, Inc. v. George Skelcher, Index No. LT-300997-25/NY [Civ Ct, New York County October 21, 2025] (Guthrie, J.). In this no grounds holdover proceeding where the landlord claimed it is exempt from GCEL the court grants the tenant's summary judgment motion and dismisses the petition for failure to comply with the pleading requirements in RPAPL § 741[5-b] and denies the landlord's cross-motion to amend the petition. In the amended petition, the landlord provided the names of the owners of the LLC but it only provided information about ownership in New York City and not New York State.

1246 Stratford Avenue Realty, LLC v. Norman Matute, Index No. LT-329016-24/BX [Civ Ct, Bronx County September 24, 2025] (Harris, J.) Petition was filed August 13, 2024 as a no defense holdover. Tenant made a motion to dismiss for failure to comply with GCEL. Petitioner sought to amend the petition to come into compliance with GCEL by stating that the premises were not covered by GCEL because the landlord was a small landlord. But the proposed amended petition failed to include the required small landlord information. The court denied the amendment and dismissed the case because the proposed amended petition failed to include the required ownership information.

Munjal v. Ziebke, 87 Misc. 3d 956, 238 N.Y.S.3d 873 (Civ Ct NY Cnty June 18, 2025) (Guthrie) Petition was filed 8/29/24 and did not plead GCEL status of the apartment. Resp moved to dismiss. Petitioner filed a motion to amend the petition which made conclusory statements about Petition being a small landlord and did not include the required information. Petition dismissed for omitting rent regulatory status of the premises and failing to comply with RPAPL § 741(5-b). “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. . . "

Rose Rynor v Ian Lambert Rynor, et al, Index No. LT-330035-24/BX, April 23, 2025 (Tao, J.) Here, the court denied the petitioner’s request to amend the petition to comply with GCEL pleading requirements and therefore dismissed the petition, which was filed on August 23rd. The second amended petition stated that the apartment was not covered by GCEL, but it didn’t list the owners and property they own, so the case was dismissed.

Chinenye Aguoji v Kristen Swaby, Index No. LT-302364-24/RI, April 3, 2025 (Fang, J.) Petition filed 11/24 without the GCEL notice. The predicate notice was served before the notice provision went into effect. The OPA had filed an amended petition without leave of court, a first cross-motion to amend the petition that he withdrew and finally a second cross-motion with a different version of the GCEL notice in an attempt to avoid the dismissal but the court stated that the petitioner offered no justification for not complying with the law in the original petition and dismissed the case.

Failure to attach RPL § 231c GCEL notice to petition

Philbear, LLC v Matthew Meltzer, Index No. LT-302213-24/RI, (Civ Ct, RI Cnty April 22, 2025) (Fang, J.) This is a nonpayment case. The court granted the motion to dismiss because the petition failed to incorporate or append the GCEL notice to the pleadings. Petitioner argued that GCEL does not apply in nonpayment proceedings, that because the premise is a coop, it is exempted from GCEL, and that our client allegedly fell into arrears before GCEL went into effect. The court dismissed the proceeding.

Causes of Action/Grounds for Eviction Under GCEL

Holdovers based on nonrenewal of lease

San-Dar Associates v. Palin, LT321396/24 (Civ Ct NY Cnty May 29, 2026) (Vendzulez J.) Holdover brought based on non renewal of lease for good cause. Petitioner alleged good cause based on Respondent unreasonably failing to provide access to make repairs and on Respondent failing to pay rent due and owing. Court notes that GCEL is the greatest expansion tenant's rights since the ETPA and it is unquestionably remedial. However, GCEL shifts the paradigm for holdovers. Prior to GCEL most holdovers for cause sounded in breach of lease. In GCEL cases, the question is not whether the lease was properly terminated but whether the landlord can be compelled to enter into a new lease with a tenant. Because of this paradigm shift, the court rejects the cases which hold that predicate notices for holdovers for non payment of rent must include specific facts as to what is owed. Tenants in holdovers for nonpayment of rent under GCEL have no right to cure the alleged conduct to avoid litigation. Because respondent had no right to cure, the notices did not need to include specific information. Additionally, although the lease required a notice to cure to be served prior to terminating the lease, no notice was required here where the lease expired on its own terms.

GCEL does not create causes of action (conditional limitation/ condition subsequent case)

Karlsen v. Hasson-McKenzie, 2026 NY Slip Op 50124, 88 Misc 3d 1218(A), Index No LT-50789-25 (City Court Ithaca, Tompkins Cnty, February 4, 2026) (Peacock, J.) Court holds that where a lease contains a condition subsequent, a lease does not end until the premises have been surrendered or an ejectment action has happened and thus a holdover under RPAPL §711 cannot be maintained. GCEL did not create an independent cause of action for eviction. A lease term must expire before RPL §216(1)(b) can be invoked. GCEL did not overrule decades of precedents requiring a conditional limitation to maintain a holdover proceeding.

GCEL Holdover based on nonpayment ("rent due and owing")

1719 Gates v. Torres 2024 NY Slip Op 24249 (85 Misc 3d 556) (Civ. Ct Queens County, Sept 23, 2024) (Schiff) **** reconsidered and reversed see below**** GCEL does not permit a non-renewal holdover based solely on owing rental arrears. Proceeding commenced 5/14/24 and petition alleges grounds for non-renewal exist in that tenant has failed to pay rent due and owing. Court held that remedy for nonpayment of rent is nonpayment proceeding not a nonrenewal holdover.

1719 Gates v. Torres 2024 NY Slip Op 24282 (85 Misc 3d 906) (Civ Ct, Queens County Nov. 6, 2024) (Schiff, J.) Court reversed *prior sua sponte* dismissal and stayed issuance of the warrant 10 days to give tenant opportunity to cure. The plain language of the statute reflects a legislative intent to authorize a nonrenewal holdover for nonpayment of rent. Court points to the language in RPL § 231-c and to RPL § 216. Under RPL § 216 (3) tenants retain right to permanently stay issuance or execution of the warrant where "the underlying basis . . . is the nonpayment of rent, so long as the tenant complies with the procedural requirements of Section 751 of the RPAPL where applicable."

Unreasonable Rent increase case:

201 W. 95th St Realty LLC v. Shambi, 2026 NY Slip Op 32064(U) L&T 312026/24 (Civ Ct NY Cnty, June 1, 2026). (Guthrie) In this holdover based on the tenant's failure to sign a renewal lease, the tenant answered that proposed rent increase was unreasonable. Court holds Respondent established ample need for discovery where Petitioner offered a renewal lease with an increase above the reasonable rent standard.

162 Broadway Associates, L.L.C. v. Awa Dibba et al LT-302633-24/NY (Civ Ct. NY Cnty March 7, 2025) (Chinea) In this nonpayment proceeding, the court denies the tenant's motion to vacate a pro se stipulation where the tenant agreed to stay execution of the warrant of eviction for payment of arrears. The tenant's attorney argued that because the ongoing rent would be premised on a lease renewal with a 56% rent increase, the stipulation should be vacated. The court refuses and further seemingly holds that the tenant was without recourse because she signed the renewal. The court stayed execution for payment of arrears including the 56% increase (lowering the arrears only for rent frozen due to acceptance of ERAP). While the stipulation may have been valid to the extent that the increased rent was not explicit, GCEL text is clear that the tenant cannot be evicted for an increase that results from an unreasonable increase.

Interpretation of RPL § 216(1)(a)(i) (rent due and owing)

Shared Cooper LLC v. Callejas, 88 Misc 3d 1208(A), 2026 NY Slip Op 5005, Index No LT-309058-25/NY (Civ Ct, NY County January 20, 2026) (Stoller, J.) The case involves interpretation of RPL §216(1)(a)(i) and whether a case may be maintained where tenant is current as of the day the predicate notice was served. Court analogizes GCEL failure to pay rent to holdovers commenced by HDFCs. The Court holds that petitioner must document hardship incurred by a tenant who had problems paying rent, where no rent is owed at the time the petition is filed. Noted that this tenant failed to pay rent at times but was never more than three months behind.

Yorkville Plaza Assoc. v. Guo, 2025 NY Slip Op 25282, Index No. LT-310636-24/NY [Civ Ct, NY County December 26, 2025] (Guthrie, J.). In this GCEL holdover proceeding premised upon alleged nonpayment of rent pursuant to RPL § 216(1)(a)(i) ("rent due and owing"), the court denies the tenant's motion to dismiss the petition on the ground that no lease is in effect between the parties and that the tenant is month-to-month, and grants the landlord's motion to amend the petition, "to specifically state the months of rent alleged to be due and to state that the rents due did not result from an unreasonable increase." The court holds that nothing in RPL § 216(1)(a)(i) "requires a default in rent 'pursuant to the agreement under which the premises are held,' as is the case with a summary nonpayment proceeding." Still, the court also states that the landlord's evidence at trial under RPL § 216(1)'s "grounds for removal," based on "rent due and owing," cannot be founded only on proof of use and occupancy (*see* RPAPL § 702(1) & RPL § 211(5)) after the lease/rental agreement has expired. The court says that it "does not find that the legislature intended to create a basis for non-renewal under the GCEL solely for nonpayment of use and occupancy.

Interpretation of § 216 (1)(g) (Owner Use)

Oved v. Hasbani, 244 N.Y.S.3d 457 Index No 320591-24/Ki (Civ. Ct. Kings Cnty September 19, 2025) (Poley, J.) Petitioner served the notice to terminate before 4/20/24. The petition referenced RPL §216(1)(g) (owner use) by mirroring the statutory language but did not include specific facts. Court holds that Petitioner is required to satisfy basic notice requirement of RPAPL §741(4) because it failed to provide facts regarding 1) the occupant who intends to take possession and 2) whether any alternative housing is available for the undisclosed occupant. Drawing on rent-stabilization owner-use pleading standards, the court found these omissions deprived Respondents of adequate notice to frame a defense. Proceeding was dismissed.

Interpretation of RPL § 216(1)(h) (Demolition).

EVMF Owner LLC v. Hayashi, Index No L&T 312491-24/NY (Civ. Ct NY Cnty Jan. 21, 2026) (Ferdinand, J) The court holds that landlord can seek to demolish any residential premises which can include a single unit but that demolition is not synonymous with renovation. Court finds that petitioner's architectural reports call into question whether this is proposed alternation or demolition but as Respondent failed to provide expert testimony, they failed to establish that the plans are alternations which would warrant dismissal.

Interpretation of RPL § 216(1)(i) (Withdrawal from rental market)

Plaza Gardens Real Estate Corp v. Pitts, 2026 NY Slip Op 32108(U), Index No. LT-314297 (Civ Ct Queens Cnty July 6, 2026) (Guthrie J) This case is dismissed because the landlord failed to allege any relevant facts connected to its claimed GCEL ground in the termination notice or the petition. As such, this case is another dismissal based on a failure to comport with RPAPL § 741(4). However, in dicta, Judge Guthrie analyzes the withdrawal from the rental market ground and finds that the plain language does not categorically exclude an intention to sell the property. The respondent here argued that the language in RPL § 216(2) includes the word "purchaser" allowing a cause of action by a tenant against a landlord or purchaser who made a fraudulent statement regarding the intention to remove the accommodations from the housing market. While Judge Guthrie acknowledges the term "purchaser", he does not give it meaning.

Exemptions from GCEL

Definition of landlord under statute

Mango v. Muscat, 2025 NY Slip Op 25088 87 Misc. 3d 361, 232 N.Y.S. 3d 723 (Dist Court Suff Cnty 2025) (Black-Kelly). Landlord claimed respondent does not pay rent and the petition does not seek rent or U&O. Court hold that Petitioner is not a landlord under the statute as he is not "receiving or entitled to receive rent." Here the tenant was a "tenant at will."

Cases brought under RPAPL § 713

Latchmin & Singh Realty LLC v. Singh, 2025 NY Slip Op 51776 (U), 87 Misc. 3d 1234(A), 242 N.Y.S.3d 919 . LT-312969-24/QU [Civ Ct, Queens County November 6, 2025] (Thermos,J) Case was brought under RPAPL §713 not §711 as a licensee holdover. Petition was filed August 9, 2024. Petitioner sought to amend the petition to include the GCEL notice and Respondent opposed based on predicate notices not being amendable. Court allowed the amendment pointing out that while predicate notices are not generally amendable here the predicate notice was served before the notice provisions of GCEL went into effect. Additionally, the court held that GCEL notices were not required here as the petition was brought under RPAPL §713. Further, citing to *Mango v. Muscat*, court found that the petitioner was not entitled to collect rent and thus was not a landlord under the statute.

U.S. Nat'l Bank Tr N.A. v. Felix, 2025 NY Slip Op 33697 (U), LT-310155-24/QU [Civ Ct, Queens County July 2, 2024] (Bryan, J.) Case is brought under RPAPL §713 not §711. Court held that GCEL is inapplicable because the proceeding was brought under RPAPL § 713, which presumes no landlord-tenant relationship exists between the parties. The court granted Pet's motion to amend the petition. The amended petition stated that Petitioner is not a landlord under GCEL and Respondent are not tenants under the statute and thus the GCEL notice provision does not apply.

Interpretation of RPL § 211 (3) Small landlord

Condos v. Herrera, 2026 NY Slip Op 32127 (U) (Civ Ct, Queens County July 2, 2026) (Thermos J.) Landlord pled small landlord exemption, case was brought in July 2024 and did not plead GCEL. Petitioner moved to amend the petition that pled small landlord status without including the required information. The landlord filed an affirmation in connection with the motion to amend stating that she only owned the subject premises. At trial, the landlord testified and it came out that 1) her ex husband who was not a small landlord was on the deed 2) She owned additional property that she had not disclosed in her affirmation. At the end of the trial, Petitioner moved to conform the pleadings to the proof at trial. Additionally, petitioner sought to apply the exemption for owner occupied as her daughter lived in the building. The court found that her daughter's residence did not allow the Petitioner to claim the building as owner occupied. The Court found that the ex husband was on the deed at the time the case was brought. The Court held that even if it had held that she was the sole owner and that she owned only six units, it would not ignore the omissions and misstatements made by the owner in sworn statement. Allowing the petitioner to conform pleadings to the proof under these circumstances would render the disclosure provisions meaningless. Court dismissed the case.

Blake v. Brown, Index L&T 310655-25/Qu (Civ Ct, Queens County, April 17, 2026). (Thermos. J). Petitioner filed case claiming small landlord status. The petition alleged that the landlord only owned this 2 family home. Respondent moved to dismiss and attached two deeds indicating that Petitioner owned more property than what was disclosed in the petition. Court held that where a party seeks to correct a misstate or omission and that misstatement or omission is something that is hard for the tenant or the court to detect, the amendment may not be amendable. Court dismisses the proceeding.

Jeton Kukaj v Jawana Egleton et al, Index LT-301001-25/RI [Civ Ct, Richmond County January 20, 2026] (Smith, J.) Petitioner commenced a no grounds holdover alleging that he was exempt from GCEL because he was a small landlord. The Petition listed 5 buildings with a total of 10 units. Respondent moved for dismissal based on the petitioner's failure to include two additional buildings. The Petitioner responded that neither building should count: building one was owner occupied, and building two was under a vacate order and could not be legally occupied. The court found that building one had two units, one occupied by petitioner and the second occupied by family members. The court held that where the building's certificate of occupancy provided for two legal units and second unit was one that where the owner was entitled to receive rent, that unit could be counted as a dwelling unit for purposes of the 10-unit statutory limit, and that the landlord was therefore not a small landlord within the meaning of the GCEL. The court refers to the legislative history of GCEL and observes that "the purpose of the GCEL was to prohibit excessive and unreasonable rent increases for unregulated residential units and to ensure that tenants were offered renewal leases in unregulated apartments unless the landlord had a 'good cause' reason to not renew the lease," including that the "the social justice impact of the statute was to place the 'lives, health, safety, and well-being of tenants first, and before the profits of landlords.'" The court opines that a "review of the GCEL statute demonstrates that the provisions were tailored to further the intent of affording tenants in unregulated apartments greater protections from a landlords' potentially arbitrary desire to recover possession while they were previously permitted to do without a stated reason or good cause."

Exemption due to premises covered by regulation of rent or eviction

Emerald Lofts LLC v. Echevarria, 87 Misc. 3d 798, 244 N.Y.S.3d 434 (Civ Ct Kings 2025) (Cohen). Pet. commenced proceeding in July 2024. Respondent moved to dismiss under GCEL. Petitioner moved to amend the petition to state that Respondent is not covered by GCEL because she has a Section 8 voucher. Court allows amendment because respondent fails to allege prejudice. The mere fact that respondent is a recipient of a Section 8 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 rent or evictions pursuant to local, state, or federal law, rule or regulation."

Interpretation of RPL § 214(14) (Religious exemption)

Miracle Temple Apolstolic Holiness Church of Am. v. Mack, 2026 NY Slip Op 26018, Index No L&T 333991-24/Ki (Civ. Ct Kings Cnty Feb 3, 2026) (Ortiz, J). Petitioner claims exemption from GCEL based on the unit being "within and for use by a religious facility or institution". The building has two units, but no other exemption was marked on the notice. Petitioner is a religious institution. Looking to owner occupancy proceedings, the Court notes that owner use exemptions are future looking while this provision speaks in the present tense. The Petitioner's pastor affirmed that they intend to use the apartment to house missionaries and church members who live in other states. The first floor is used as a church. The respondent has no affiliation with the church. Because the unit at issue has never been for use by a religious facility or institution, Court holds that Petitioner cannot prove their prima facie case at trial and dismisses the proceeding.

Interpretation of RPL § 214(8) (Certificate of occupancy)

47-05 Ctr. SPE LLC v. Hack, 2025 NY Slip Op 25129 LT-307151-24/Qu (Civ Ct, Queens Cnty May 28, 2025) (Schiff, J.) Petition was filed May 3, 2024. Neither side raised good cause eviction. In footnote 1, the court found that as the certificate of occupancy for this "newly constructed building" was issued in 2012, on the court's own motion the Petition is treated as amended to plead exemption from GCEL on the RPL § 214(8) basis.

Miscellaneous

Right to Cure under RPAPL

85 East End Owner LLC v. Ferraro, 2026 NY Slip Op 51534(U), 90 Misc 3d 127(A), (App. Term, 1st Dept, Sept. 24, 2026) Petitioner brought case as a holdover based on nonpayment of rent and a failure to sign a renewal lease. The tenant defaulted. The lower court upheld the default because the tenant failed to allege reasonable excuse. The Appellate term upheld the lower court decision as to default but the tenant should have been offered an opportunity to cure under RPAPL § 753 (4).

Discovery

Yan's Realty v. Guo, L&T 330053-25/NY (Civ Court, NY Cnty July 2, 2026), (Cohen J.) Petitioner claimed small landlord status. Respondent demonstrated through several deeds and NYS Department of State registrations and DHPD registrations that the Petitioner may be connected to another LLC which lists additional officers and shareholders. Respondent has demonstrated ample need for discovery.

Cannot use summary judgment where issue is good faith intent

509 Throop Partners LLC v. Vages 2025 NY Slip Op 31431 (U) (Kings County, April 18, 2025) (Swern) Ejectment action. In summary judgment motion, LL claims that he intends to remove the apartment from the rental market and convert to a coop. Summary judgment denied because Plaintiff failed to come forward with documentary proof of good cause to remove defendant's apartment from the rental market. The only evidence of intent was an affidavit from LL, no documentary proof of offering plan. Courts cannot weigh the credibility of witnesses on a motion for summary judgment. GCEL applies to ejectment actions.

Acceptance of Rent During the Window Period Vitiates the Notice of Termination

Sternberger v Tesoriero, 2026 NY Slip Op 32152(U), Index No. LT-003148-25/KI [Civ Ct, Kings County July 27, 2026] (Slutzsky, J.) The Court dismissed this proceeding on two grounds. First, the trustee signed the GCEL notice in her personal capacity, but the Trust was the landlord. As the GCEL is unamendable, the proceeding was dismissed. Additionally, the landlord accepted rent after serving the 90 day notice of non renewal but before serving the petition. The court held that acceptance of the rent during this period vitiated the notice.

Interpretation of RPL § 217

Densford v. Shortte, 2026 NY Slip Op 51373 (U) (89 Misc 3d 1253 (A), (Civ Ct, NY Cnty, August 25, 2026) (Greenfield, J.) This is a civil court case seeking monetary damages – not a holdover eviction proceeding in Housing Court - that arose out of the tenants' early surrender of possession. Defendants argued that plaintiff's failure to append to the lease renewal a copy of the GCEL notice meant the lease was invalid under RPL § 217. Defendants argued that the invalid lease meant that they became month to month tenants and therefore could not be liable for the remaining rental obligation. The court found that a judgment of possession would not stand where the landlord has not complied with provisions of GCEL. However, there is no reference to plenary actions for money judgments. The court pointed out that the remedial purpose of the statue was to keep people housed. Here the defendants voluntarily left. Thus the court did not invalidate the lease.