Introduction to New York State's

Good Cause Eviction Law



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OBJECTIVES

- Understanding how the Good Cause Eviction Law (GCEL) fits into the vast body of NYC tenants' rights, housing, and eviction law
- Familiarity with exemptions from GCEL and when those apply
- Familiarity with grounds to evict tenants GCEL
- Considering how GCEL affects housing court practice and advocacy
- Awareness of emerging issues and questions

The New York State Good Cause Eviction Law of 2024

1 **Who?**

Only tenants in *certain types* of "housing accommodations" are covered

2 **What?**

Strengthens right to remain after lease expires & renew lease at reasonable rent

3 **Where?**

The City of New York, all Five Boroughs
Any local government in the state may opt-in

4 **When?**

Became law as of **April 20, 2024**
Law expires as of June 15, 2034

5 **How?**

Covered tenants must be notified of whether they are covered by the Good Cause Eviction Law in the initial leases, renewal leases and in housing court eviction cases

New Statutory Provisions & Amdenments to Existing Statutes

New Article 6A of Real Property Law (RPL)

- RPL § 210 (short title)
- RPL § 211 (definitions)
- RPL § 212 (applies to NYC)
- RPL § 213 (other localities may opt-in)
- RPL § 214 ("Covered housing accommodations")
- RPL § 215 ("Necessity for good cause")
- RPL § 216 ("Grounds for removal of tenants")
- RPL § 217 ("Preservation of existing requirements of law")
- RPL § 218 ("Waiver of rights void")
- **RPL § 231-c ("Good cause eviction law notice")**

Amended RPL § 226-c

- Applies to unregulated & GCEL tenancies
- Doesn't apply to other *rent-regulated tenancies*
- **RPL § 231-c GCEL notice must be appended to predicate notice of termination of tenancy**

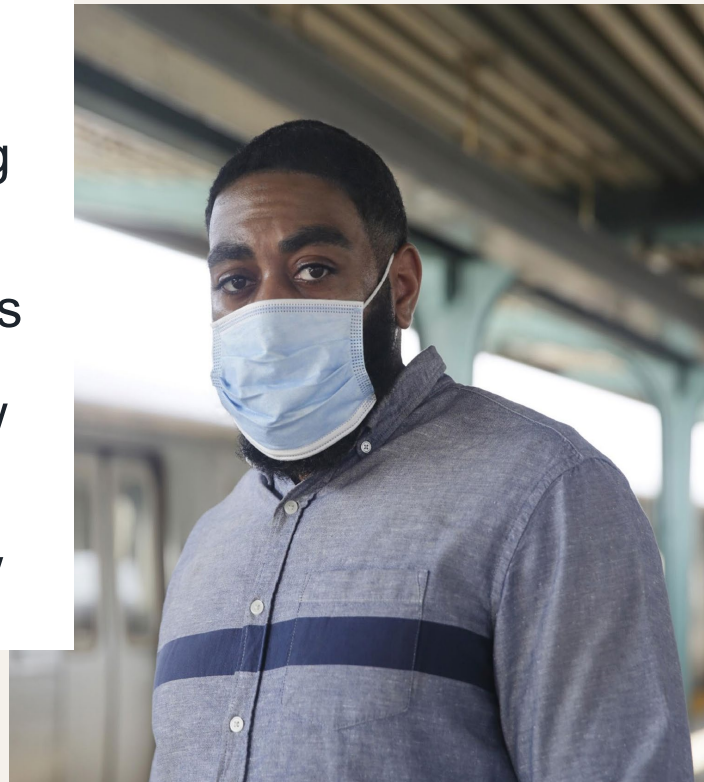
Amended Real Property Actions & Procedure Law (RPAPL)

- *Amended* RPAPL § 741 ("Contents of petition")
- *New* RPAPL § 741[5-a] ("append or incorporate" RPL § 231-c GCEL notice to petition)
- *New* RPAPL § 741[5-b] ("append or incorporate the information required under RPL § 214[1])
- ***Amended* RPAPL § 711[2] (RPL § 231-c GCEL notice must be appended to predicate rent demand)**

Scope of the Good Cause Eviction Law

Good Cause Protections for Tenants and Right to Long-term Tenancy is Nothing New

- The Good Cause Eviction Law does not actually significantly change or expand the legal rights and protection of most NYC tenants
- Many NYC tenants already had strong legal protections against being evicted at the end of their lease and against being evicted by their landlord for no reason, and this new law does not weaken those rights
- The Good Cause Eviction Law also did not create any significant new protections for NYC tenants and occupants who live in smaller buildings or in certain types of homes that are not covered by this law



Definition of Good Cause Eviction Law Terms

RPL § 211

Statutory Terms For GCEL-Covered Units



- “housing accommodation” – RPL § 211[1]
- “landlord” – RPL § 211[2]
- “small landlord” – RPL § 211[3]
- “tenant” – RPL § 211[4]; *Compare* RPL § 235-f[a]
- “rent” – RPL § 211[5]; *Compare* RPAPL § 702[1]
- “disabled person” – RPL § 211[6]
- “inflation index” – RPL § 211[7]
- “local rent standard” – RPL § 211[8]

RPL § 211(1)

The term “housing accommodation”, as used in this article shall mean **any residential premises**, including any residential premises located within a mixed-use residential premises.

- **Note:** The law uses the term “unit” interchangeably with the term “housing accommodation”

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RPL § 211(2)

The term “landlord” as used in this article shall mean any fee owner, lessor, sublessor, assignor, court appointed receiver, or any other **person or entity receiving or entitled to receive rent for the occupancy of any housing accommodation** or an agent of any of the foregoing.

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RPL § 211(5)

The term “rent” as used in this article shall mean **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.

The term “rent” shall not include any separate charges for services, amenities or facilities which the tenant pays in addition to rent, including but not limited to charges for fitness centers, parking, storage, or facility rentals, **provided that such charges are not imposed or increased for the purposes of circumventing this article**.

RPL § 211(4)

The term “tenant” as used in this article shall mean a tenant, sub-tenant, lessee, sublessee, or any other person entitled to the lawful possession, use or occupancy of any housing accommodation.

- **Note:** The definition of “tenant” does not expressly incorporate the term “rent,” but it is implicit

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RPL § 211(4)(A) & RPL § 211(4)(B)

People ***not*** considered to be a "tenant" under Good Cause law RPL § 211(4):

(a) **no landlord-tenant relationship exists**, as established pursuant to any of the grounds set forth in [RPAPL § 713] ; or

(b) the individual is **an occupant**, as defined in [RPL § 235-f(b)] , who has not received the landlord's express or implied consent to use the housing accommodation as their primary residence in exchange for payment of rent.

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Under GCEL: Who is a landlord? Who is a tenant?

- Landlords defined as entities or people entitled to receive rent for the occupancy of unit.
- Tenant is one who has the right of lawful occupancy
- You are not a tenant if the landlord can bring a case under RPAPL § 713 (licensee)
- You are not a tenant if you are a roommate pursuant to RPL § 235-f

REASONABLE RENT INCREASE "LOCAL RENT STANDARD"



Based on the annual percentage change in the Consumer Price Index.



5% + CPI, but not more than 10%.



DHCR issues notice by August 1st each year setting "local rent standard"

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Rent Increases Limited for Good Cause Eviction Apartments

RPL § 216[1][a]

- New rent increases can be between 5% and 10% based on a formula that takes into account inflation. The state housing agency, HCR/DHCR, will have to publish the reasonable rent increase by August 1st of each year.
- In 2026, under the Good Cuse Eviction Law maximum “reasonable” rent increase for apartments/homes covered by the law was **8.38%**
- Landlords can increase the rent more than the reasonable rent increase but they must explain why and must point to increases in their costs or substantial repairs they did to the apartment or building.
- If your landlord increases your rent to more than the reasonable rent standard, it is a defense to a non-payment of rent case that your rent was set higher than the reasonable rent increase.



Based on the annual percentage change in the Consumer Price Index.

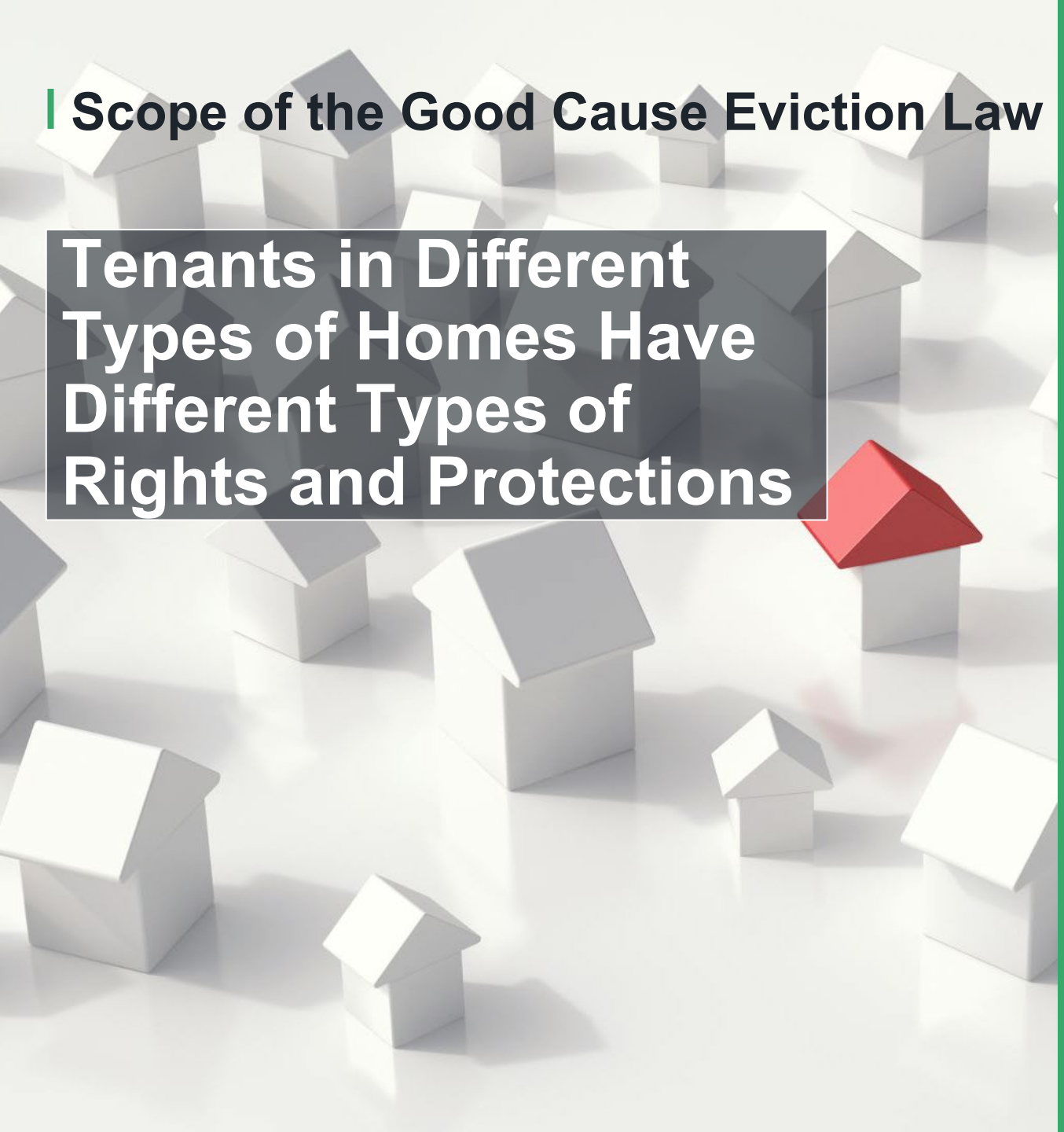


5% + CPI but not more than 10%.



The rate for the previous year will be published by August by HCR

Scope of the Good Cause Eviction Law



Tenants in Different Types of Homes Have Different Types of Rights and Protections

Common Types of NYC Rent Regulation:

- Rent Stabilized
- Rent Controlled
- NYCHA/Public Housing (RAD/PACT)
- Section 8 (HUD/NYCHA/HPD/DHCR)
- Mitchell-Lama
- Good Cause Eviction Law

Who is Covered by the Good Cause Eviction Law?

RPL § 214

You are probably covered if:

- You rent in a building that has 11 or more apartments.
- If you rent in a building with 10 or fewer units, but the landlord owns more rental units in another building within New York State
- You do not live in a condo or co-op building.
- Your building's last certificate of occupancy was issued before January 1, 2009
- Your landlord does not live in your building.
- The apartment is not part of an employment agreement.
- Monthly rent is under 245% of Fair Market Rate (FMR)
    - 2026 NYC 245% of FMR:

      Studio: $6,196

      1 BR: $6,505

      2 BR: $7,130

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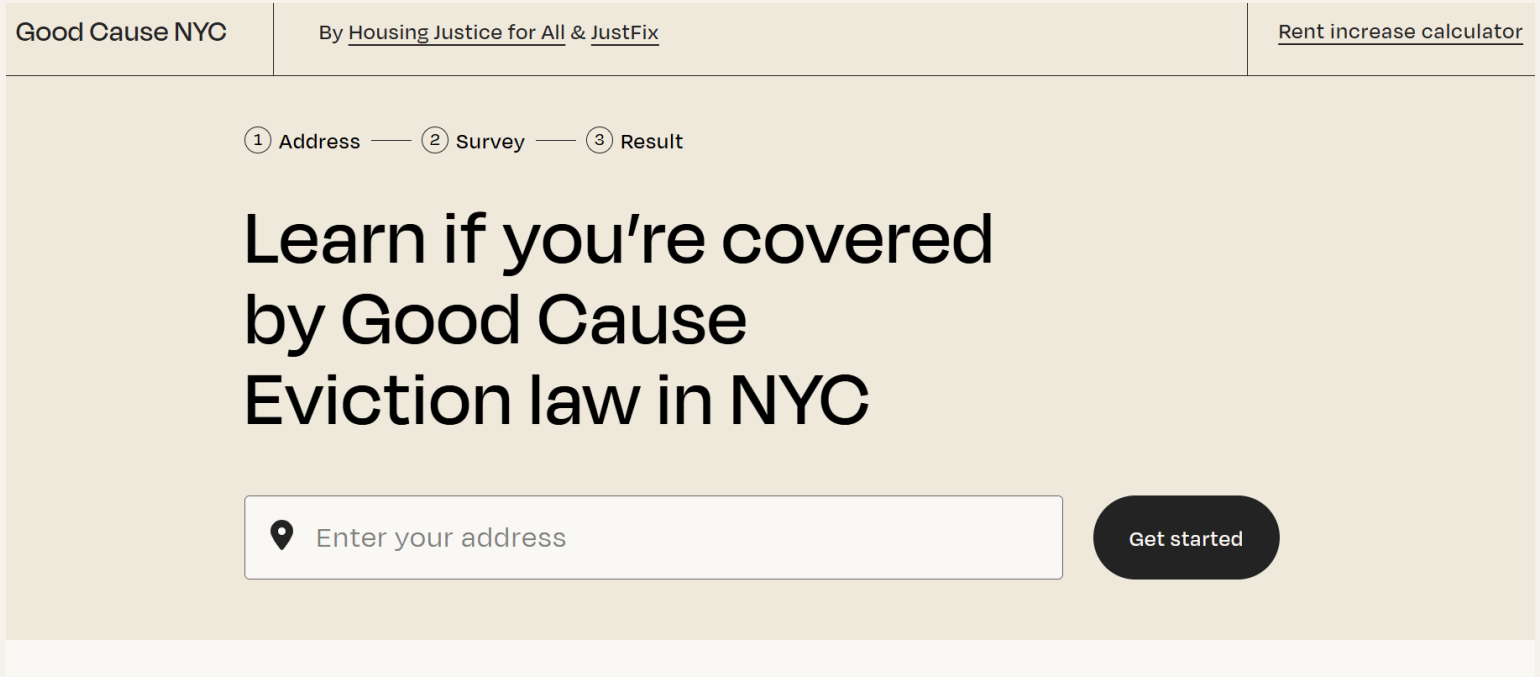
Not covered:

If you are a rent-regulated tenant, or live in a NYCHA development, or in a federally subsidized or affordable housing development, you are not covered by this new law because you already have the same or stronger legal protections

This law does not cover "small landlords" who own fewer than 10 units of rental housing within New York State

If your landlord lives in your building and the building has 10 rental units or fewer, you are not covered.

Who is Covered by the Good Cause Eviction Law?



https://goodcausenyc.org/



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RPL § 214

15 EXEMPTIONS: WHO IS ***NOT*** COVERED BY GOOD CAUSE LAW?

1. Small landlord
2. Owner occupied (fewer than 10 units)
3. Sublet and sublessor claims for personal use
4. Occupancy solely incident to employment
5. Rent-regulated under local, state or federal law
6. Affordable housing/income-based unit
7. Co-op or Condominium unit
8. Certificate of Occupancy issued after 2009
9. Seasonal dwelling unit
10. Hospital, assisted living residence or adult care facility
11. Manufactured home/trailer
12. Dormitory operated by educational institution
13. Hotel room or for other transient use
14. Located within or used by religious institution
15. High-rent (more than 245% of fair market rent)

COOP EXEMPTION

- Renters in coops and condos are not protected by this law.
- In the Second Dept, tenants who rent from the sponsors of coops are covered by good cause because of the Martin Act. *Paikoff v. Harris*, 185 Misc.2d 372, 713 N.Y.S.2d 109 App.Term 2d and 11th Jud Dists 1999).
- The First Dept does not recognize these protections. *Park W.Vill.Assocs. v. Nishoika*, 187 Misc. 2d 243, 721 N.Y.S.2d 459 (App.Term 1st Dept 2000).
- HDFC coops must provide some ground for eviction. *512 E. 11th St. HDFC v. Grimmet*, 181 A.D.2d 488, 581 N.Y.S.2d 24 (1992).



SMALL LANDLORD EXEMPTION

RPL § 214[1]

- Definition: A landlord of *no more than* 10 units in NY state
  - If landlord is a natural person then the landlord is a small landlord if he owns no more than 10 units in the state.
  - If more than one natural persons are the landlord, then no one person may own more than 10 units of housing in the state to be a small landlord
  - Corporations, LLC and other entities
    - Being a small landlord is based on what the natural people behind the corporate entity own. If the corporate entity does not disclose all natural people who are beneficial owners, it cannot claim to be a small landlord

SMALL LANDLORD EXEMPTION

MUST DISCLOSE OWNWERSHIP

RPAPL § 741(5-B)

- Landlords must disclose to tenants "in connection with any eviction proceeding in which the landlord claims" a small landlord exemption:
  - The name of each natural person who owns or is a beneficial owners of the housing accommodation
  - The number of units owned jointly or separately by each natural person
  - The addresses of any such units (excluding the owners principal residence).
- These disclosures must be attached to the petition

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SMALL LANDLORD EXEMPTION

- The disclosure rules require LLC to come out of hiding if they want to claim to be a small landlord.
- We don't know how many landlords will want to tell their tenants who they are.

SMALL LANDLORD EXEMPTION

- Just Fix's Who owns what in NYC database & others
- LLC transparency database (not yet built)
- Subpoenas
- Discovery

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INVESTIGATING SMALL LANDLORD EXEMPTION

- JustFix's Who owns what in NYC? https://whoownswhat.justfix.org/en/
- ACRIS
- LLC transparency database (not yet built)
- Subpoenas
- Discovery
- Note: law does not specify that only lawful units count, so if there is evidence that building has been subdivided, argue that all actual units count

The Heart of the Good Cause Eviction Law

RPL § 215

> Necessity for good cause. 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 [this law] except for good cause as defined in [this law]

Look for this Notice!

RPL § 231-c

Landlords are required to give **all** tenants written notice to inform them whether they are covered by this law or not, and if they are not covered, why not.

This notice to the tenant must be included in new leases, lease renewals, non-renewal notices, eviction notices and court papers.

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Good Cause Eviction Law Notice [RPL 231-c] Page 1 of 6

Landlord:

_____

Tenant:

_____

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: _____

ZIP CODE: _____

NEW NOTICE REQUIREMENT
RPL § 231-C

RPL § 231-c – "Good cause eviction law notice"

- Must be provided at time of initial lease, renewal lease, notice of non-renewal or rent increase under RPL § 226-c or notice of termination under RPL § 226-c
  - Must be attached to nonpayment rent demands and nonpayment petitions and most holdover petitions.
  - Must state if the unit is subject to GCEL and if exempt, why exempt.
  - Notice is long and mostly requires checking of boxes

RPL § 226-C AMENDED

- The RPL § 231-c Notice to Tenant must be attached or the language from the notice must be included in the RPL § 226-C notice (notice of non-renewal or rent increase above 5%)
  - If the unit is or is not subject to GCEL and why
  - If the landlord is not renewing the lease and why
  - If the landlord is increasing the rent above the reasonable rent increase standard and why

Who is Covered by the Good Cause Eviction Law?

The Notice to Tenant gives the following information:

- Whether the home is covered by the Good Cause Eviction Law
- Whether home is not covered by GCEL, and the reason that it does not apply
- If home is covered by the GCEL and the landlord files eviction case, won't renew the lease, or otherwise tries to end the tenancy, the legal basis to do so under law
- If home is covered by GCEL and the landlord wants to raise the rent by more than the "local rent standard" amount which is set by the state agency Homes and Community Renewal ("HCR"/"DHCR"), the reason for that *proposed* rent increase

Predicate notices amendable regarding GCEL notice??

- Most courts say the GCEL notice is not amendable.
- It seems clear that a landlord cannot amend the GCEL notice where the landlord claims to have checked a box by mistake.
- But see *326 E61 LLC v. Peter Vicini*, (Chinea) where the landlord was rent stabilized and mistakenly checked a box saying the tenant was covered by GCEL.

RPAPL § 741 AMENDED

- **RPAPL § 741(5-a):** Append or incorporate notice required by RPL § 231-c
  - If the unit is or is not subject to Good Cause and why
  - If the landlord is not renewing the lease and why
  - If the landlord is increasing the rent above the reasonable standard and why
- **RPAPL § 741(5-b):** If the landlord is claiming the small landlord exemption append or incorporate:
  - Names of natural people
  - Units owned
  - Addresses of units owned, other than primary residence

Cases: Amendment of Petition

Amendment allowed:

Baretta v Parilla, Index No. LT-310997-24/QU, 2025 NY Slip Op (U), February 7, 2025 (Guthrie, J.)

- No prejudice (amended petition claimed nonpayment)

1372 Shakespeare Ave HDFC v Ingrid Perez, Index No. LT-323487-24/BX, April 7, 2025 (Gurung, J.)

- No prejudice. Original petition filed before 8/18/24, nonpayment, new petition alleges coverage by GCE

Amendment not allowed

Rynor v. Lambert Rynor, et al., Index No. LT-330035-24/BX, April 23, 2025 (Tao, J.)

- Petition filed post-8/18/24. Amended Pet indicates apt not covered.

RPAPL § 711(2) AMENDED

- Language added to RPAPL § 711(2) (the nonpayment of rent)
- The new RPL § 231-c notice must be attached to rent demand or the rent demand must include the required language
  - If the unit is or is not subject to Good Cause and why
  - If the landlord is not renewing the lease and why
  - If the landlord is increasing the rent above the reasonable standard and why

GCEL RPL 231-c Notice required even if unit is exempt

Philbear, LLC v Matthew Meltzer, Index No. LT-302213-24/RI, April 22, 2025 (Fang, J.)

- Court affirms that GCEL applies to NPs and that notice was required even where apt was exempt co-op. Rent demand post-8/18/24

GCEL NOTICE FOR *SOME* PREDICATE NOTICES & *ALL* PETITIONS

RPL § 231-c – RPL § 226-c – RPAPL § 741 – RPAPL § 711[2]

- GCEL notice requirements (RPL § 231-c) effective since **August 18, 2024**
- All unregulated/GCEL predicate notices of termination (RPL § 226-c) must attach GCEL notice
- GCEL notice not required for predicate notices served on licensees and non-tenants
- GCEL notice not required for predicate notices served under Rent Stabilization Law & Code
- All holdover & nonpayment petitions (RPAPL § 741[5-a]) must attach GCEL notice
- Small landlord exemption disclosures should be included in petition (RPAPL § 741[5-b])
- All nonpayment predicate rent demands (RPAPL § 711[2]) must attach GCEL notice

FIGURING OUT WHETHER THE UNIT AND TENANT ARE COVERED

- Unless the apartment or residential unit falls within one of the exemptions listed in RPL§ 214, Good Cause law applies
- Check the petition and attached RPL § 231-c Notice to Tenant to see whether landlord admits unit is covered or whether they claim exemption listed in RPL§ 214
- Verify/confirm whether Good Cause applies or could apply by reviewing the tenant's leases and using publicly available databases
- If the apartment is covered by some other type of rent-regulation then Good Cause does not apply and look instead look, to whatever other bodies/forms of rent-regulation may apply
- If the apartment is covered by Good Cause or it appears that it could be, carefully review the predicate notice and petition to determine whether the allegations plausibly state a cause of action for eviction/termination of tenancy among those listed in RPL § 216

RPL § 216

10 GOOD CAUSE GROUNDS FOR EVICTION

1. Failure to pay rent due and owing
2. Breach of lease or substantial obligation of tenancy
3. Nuisance or substantially damaging the property
4. Continued occupancy of unit is illegal
5. Using premises for an illegal purpose
6. Unreasonably refusing to give access to apartment
7. Landlord want unit for personal use/primary residence
8. Landlord wants to demolish the housing accommodation
9. Removal of the unit from rental market
10. Tenant fails to renew lease

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RPL § 216(1)(A)

(a)(i) The tenant has failed to pay rent due and owing, **provided however** that the rent due and owing, or any part thereof, did not result from a rent increase which is unreasonable.

. . . **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 [i.e. 4/20/24], . . . 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**.

RPL § 216(1)(A)

(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

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GOOD CAUSE FOR HOLDOVER EVICTION BASED ON NONPAYMENT OF RENT RPL § 216(1)(A)

- Landlord may rebut the presumption that the rent increase was unreasonable.
- Court may consider all relevant facts including:
  - Fuel costs, insurance, maintenance costs, etc.
  - Court must consider owner's property taxes
  - Completed significant repairs which did not result from the landlord's failure to maintain the building
  - Significant repairs mean replacement or substantial modification of any:
    - Structural, electrical, plumbing or mechanical system that requires a building permit
    - Abatement of hazardous materials (lead, mold, asbestos)
    - Not painting, decorating or minor repairs

OTHER GOOD CAUSES
RPL § 216

- Breach of Lease
  - 10-day cure notice required
  - Can't be used to circumvent intent of law and the rules/regulations must be reasonable and part of signed lease
- Nuisance
  - New language was added to address landlord concerns, including property damage in this housing accommodation or adjacent buildings. Property damage can be either malicious or from gross negligence

- Illegal Use
- Unreasonable refusal of access
- Tenant fails to renew lease with reasonable changes or reasonable rent increase, so long as written notice of the changes were provided to the tenant between 30 to 90 days prior to the expiration of the current lease



CLEAR AND CONVINCING EVIDENCE

RPL § 216[1][g] - RPL § 216[1][h] - RPL § 216[1][i]

- 1) Owner use for owner, immediate family members (including grandparents & grandchildren) & parent-in-law and sibling-in-law.
  - Owner to prove accommodation will be **"principal residence"** of person who intends to live there.
  - Doesn't apply to tenants 65 & older OR disabled persons.
- 2) Demolition of housing accommodation
- 3) Intention to withdraw from the housing rental market
- All three of these good causes allow a tenant who determines that the landlord lied to sue the landlord for damages

GOOD CAUSE GROUND FOR EVICTION: TENANT OWES "RENT DUE & OWING"

RPL § 216[1][a]

- Tenant may challenge *unreasonable* rent increase higher than "local rent standard" *in court*
- Tenants cannot be evicted for nonpayment of "rent due an owing" where any amount of rent due results from an unreasonable rent increase
- Tenant must make showing of *unreasonable rent increase*
- Landlord may bears the burden of proof to *rebut* **p**resumption rent increase was unreasonable
- *Court* may consider all relevant facts including:

➢ Fuel costs, insurance, maintenance, property taxes

➢ Completed significant repairs which did not result from the landlord's failure to maintain the building

➢ Significant repairs mean replacement or substantial modification of any of the following:

- Building permit required for structural, electrical, plumbing or mechanical system improvements or work
- Abatement of hazardous materials (lead, mold, asbestos)
- *Standard work like painting, decorating or minor repairs DO NOT COUNT*

CASES - Nonpayment Holdovers

- *1719 Gates LLC v Torres*, Index No. LT-307806-24/QU, 2024 NY Slip Op 24282 November 6, 2024 (Schiff, J.)
  - Holdover for Nonpayment of rent is authorized by GCE, but remains subject to cure under RPAPL 751(1)
  - Notes the tension between allowing tenants to cure after nonrenewal (and thus a lack of rental agreement).

Chisholm - Holdover for Nonpayment requires facts in predicate notice

RP Wimbledon Owner, LLC v Chisholm, 86 Misc 3d 1075, 2025 NY Slip Op 25071 (Civ Ct NY Cnty 2025) (Meyers, J.).

- Notice of nonrenewal for nonpayment of rent was deficient as it did not state the amount of rent owed or time it came due.
- "Reasonable in view of all attendant circumstances" standard in this context requires facts about the rent owed.
- Notice must "clearly inform the tenant of the particular period for which a rent payment is allegedly in default and of the approximate good faith sum of rent assertedly due for each such period"
- Requiring facts is consistent with availability of RPAPL 751 cure.
- Denying cure would inhibit tenants from asserting right to withhold rent for habitability issues.

Chisholm - Holdover for Nonpayment: must state facts about rent arrears

- Holdover petition for nonpayment of rent deficient under RPAPL 741(4) where petition simply listed the lump sum of rent allegedly owed.
- By failing to provide facts about the amount and time period of arrears, the petition does not enable the tenant to interpose all the defenses they may have.
- Court adhered to decision after reargument: *RP Wimbleton Owner LLC v. Chisholm,* 2025 NY Slip Op 32204(U) (Civ Ct NY Cnty 2025) (Meyers, J.).

Husain - Rent Demand not Required for Holdover

- *Bedrock Equities LLC v Husain*, 90 Misc3d 221, 2026 NY Slip Op 26044 (Civ Ct, Kings Co. 2026) (Bacdayan, J.)
  - If tenant is protected by GCEL, owner must mark on RPL § 231-c notice an applicable good cause reason for termination of the tenancy
  - HO for GCEL-covered tenant for "failure to pay rent due and owing" not resulting from an unreasonable increase provides the necessary good cause.
  - Language about the specific amount due, and the period for which it is due to enable a cure is "preferable" but optional.

Husain (cont.)

Respondent still has defenses, e.g.:

- Partial payment; mootness (subsequent payment), warranty of habitability, retaliatory eviction, laches, and unreasonable rent increase
- Cure is available post-judgment under RPAPL 751(1), not pre-litigation.
- Tenant can get information about arrears through bill of particulars
- Petition in this case does state the amount of arrears and the months for which arrears are due, though it characterizes the arrears as "use and occupancy" and it is practically a lump sum.

University Riverview Assoc. v. Chisholm - failure to pay U&O not good cause

- *University Riverview Assoc. v Chisholm*, 2026 NY Slip Op 50479(U) [Civ Ct, Bronx County April 6, 2026] (Lutwak J.).
  - Follows *RP Wimbledon v. Chisholm* in requiring facts about the rent owed to be stated in a holdover for nonpayment of rent.
  - Petition also defective where it alleges U&O owed for certain months at a specific rate.
  - U&O is distinct from rent and is not a basis for eviction under GCEL. *Cf* *Inga v. Revenco,* 86 Misc. 3d 1210(A), 233 N.Y.S.3d 921 (Civ Ct Kings 2025) (Danescu).

GCEL CURE PROVISIONS

RPL § 216[3] – RPAPL § 753[4] – RPAPL § 749[3]?

RPL § 216[3]

"Nothing in this section shall limit a tenant's right under RPAPL § 751 to permanently stay issuance of execution of the warrant."

Cases involved:

- Nonpayment of rent
- Objectionable conduct capable of cure
- Holdovers the underlying basis is nonpayment of rent

Do other statutory cures to prevent eviction apply?:

- Yes!: *85 E. End Owner, LLC v Ferraro*, 90 Misc3d 127(A) (App Term, 1st Dept 2026)
- RPAPL § 753[4]
- RPAPL § 749[3]?

OTHER PROVISIONS

RPL § 217 & RPL § 218

Landlord cannot maintain an action unless notices requirements have been met

Any agreement entered into that waives or modifies a tenants rights is void

OPEN QUESTIONS



Does the limitation on rent increases apply to initial rents?



What does it mean to prove good faith to do something by clear and convincing evidence (owner's use, demolition, withdrawal from market)



What is principal residence? (vs primary residence).

OPEN QUESTIONS

- What does it mean to be owner occupied for the owner-occupied small building exemption?
  - Owner vs Owner's family members
  - Can the owner use the apartment as a pied-à-terre or storage unit?
- Is planning to sell the building, removing it from the rental market?

OPEN QUESTIONS

- Can tenant waive rights (§218)?
  - Agree to unreasonable rent increase?
- Will courts dismiss cases where all of the predicate notices are correct but notices sent with lease renewals are missing?
- Demolition
  - What does housing accommodation mean?
  - What does demolition mean?

Additional Resources

Office of the New York State Attorney General

https://ag.ny.gov/publications/new-york-state-good-cause-eviction-law

New York State Homes and Community Renewal

https://hcr.ny.gov/good-cause-eviction

NYC Housing Preservation and Development

https://www.nyc.gov/site/hpd/services-and-information/good-cause-eviction.page

Thank you

Bronx Neighborhood Office
260 East 161st Street, Bronx, NY 10451

Brooklyn Neighborhood Office
111 Livingston Street, 7th Floor, Brooklyn, NY 11201

Harlem Community Law Office
2090 Adam Clayton Powell, Jr. Blvd, 3rd Floor, New York, NY 10027

Queens Neighborhood Office
120-46 Queens Blvd., Kew Gardens, NY 11415

Staten Island Neighborhood Office
60 Bay Street, 3rd Floor, Staten Island, NY 10301

Legal Aid Society Headquarters
199 Water Street, New York, NY 10038

https://legalaidnyc.org/

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