



New York State Good Cause Eviction Law

What you should know



Does the law apply to me?

Under the Good Cause Eviction Law (Real Property Law article 6A), all housing accommodations in New York City are assumed to be covered. However, you are not protected by the Good Cause Eviction Law if:

- » Your landlord is a small landlord (as defined in a following section)
- » Your building is owner occupied and has 10 or fewer residential units
- » You are a subletter
 - » Any of the following is true of your apartment:
 - » It was provided as employee housing, but you no longer have that job.
 - » Your apartment is rent regulated.
 - » It is an income-restricted housing unit.
 - » It is owned as a condominium or cooperative.
 - » It is in a building that was issued a certificate of occupancy on or after January 1, 2009.
 - » It is in a hospital, continuing-care retirement community, assisted living residence, adult care facility, senior residential community, or not-for-profit independent retirement community.
 - » Your apartment is a manufactured home, hotel room, school dormitory, or seasonal-use dwelling.
 - » It is used by a religious institution.
 - » It is considered to have a high rent.

Note

The Good Cause Eviction Law only applies to New York City unless a locality opts in. As of the date of this publication, the following cities have opted in and are covered by the Good Cause Eviction Law – Albany, Ithaca, Kingston, Poughkeepsie, and Rochester. Check with your city to see if they have opted in since this publication was issued.

What “good cause” must my landlord show to evict me?

If you live in an apartment or home that is covered by the law and your landlord tries to evict you on or after April 20, 2024 (including starting an eviction case on or after that date), your landlord must prove one of the following to evict you:

You failed to pay rent

You can be evicted if you did not pay rent, unless it was because your landlord made an unreasonable rent increase.

See ‘What is an unreasonable rent increase?’ on page 12.

You violated your lease or the rules and regulations of the landlord

If you violated your lease, your landlord:

- › must send you a written notice giving you 10 days to “cure” or fix the violation.
- › cannot make up the rule or violation just to evade the Good Cause Eviction Law.
- › must have reasonable rules or regulations, and you must have accepted them in writing.

You engaged in nuisance behavior

Nuisance behavior includes:

- › causing substantial damage that is malicious or grossly negligent
- › interfering with the comfort and safety of the landlord or other occupants of the same or an adjacent building

Your occupancy in the apartment is illegal

Your occupancy is considered illegal under both of the following conditions:

- » A government agency orders you in writing to vacate because of illegal use of the apartment.
- » A court determines that you must vacate to fix a violation of the law, and that the landlord did not create the condition that made it necessary to vacate.

You are using the apartment for an illegal purpose

This is an unusual situation. Your landlord cannot simply point to one or two illegal acts. Your landlord must show that your apartment is customarily or habitually used for an illegal trade, such as drug sales.

You have refused to give your landlord access to your apartment for repairs or to show the apartment to a prospective buyer.

Unless it is an emergency your landlord must provide reasonable notice before entering your apartment:

- » This includes giving you a notice in writing at least a week in advance.
- » If your landlord picks a date and time that does not work for you, write back to them offering another time. Keep all documents to show to the court.

If your landlord tries to evict you for lack of access, they must offer you an opportunity to “cure” or fix the violation. Remember also that your landlord must prove that they:

- » gave you reasonable notice
- » wanted access for a reason allowed by the law

Your landlord wants the apartment for their own personal use

If your landlord wants to use and personally live in the apartment, they must meet all of the following conditions:

- » Your landlord must establish that they really mean to use the apartment for themselves.
- » Your landlord or their family must use the apartment as their principal residence. According to the law, the landlord's family includes only: spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law.
- » Your landlord has to show that there is no other suitable apartment in the building that they can use.
- » If you are 65 or older or disabled, your landlord cannot evict you for their own or family member's personal use.

Your landlord wants to demolish the apartment

If your landlord wants to demolish the apartment, they must prove that they have a good-faith plan to demolish it. The standard for showing good faith is not set out in the law but the Rent Stabilization Code has a similar section where your landlord must:

- » show an honest intention to demolish the apartment
- » prove its financial ability to complete the demolition
- » show that the demolition plans have been approved by the appropriate city agency

If your landlord states that they will demolish your apartment, you may have to request documents known as discovery from a court to learn whether the landlord's intent is honest. The judge will have to decide, based on all available evidence, whether your landlord has a good-faith intent.

Your landlord plans to permanently stop using your apartment as a rental apartment

To evict you because they no longer want to rent out their apartment, your landlord must prove that they have a good-faith plan to withdraw the housing from the rental market.

What is considered good faith is not set out in the law but the Rent Stabilization Code has a similar section that sets out the good-faith standard. The landlord must show that they have no intent to sell all or any part of the land or structure. They may show either of the following reasons for stopping to use the apartment as a rental:

- » The landlord requires all or part of the apartment for a business that they own and operate.
- » Government-imposed violations exist on the property and removing the violations would cost the same as, or more than, the value of the property.

You have refused to agree to a reasonable and timely offered lease renewal

Your landlord has good cause to evict you if they offered to renew your lease with advance notice. The lease renewal must be offered to you 30, 60 or 90 days before your current lease expires, depending on how long you have lived in the apartment. [Cite to OAG publication]

A lease-renewal offer is unreasonable if it does either of the following:

- » includes an unreasonable rent increase
- » changes substantive terms and conditions of the tenancy – for example, suddenly doesn't allow you to sublet or keep a pet

It is a different situation if you have to leave your apartment because of safety concerns

If a city agency issues a vacate order for you to leave your apartment based on safety concerns, your landlord cannot use that to permanently keep you out of the apartment without going through the court process. If you are required to vacate your apartment out of safety concerns, you can return once the concerns are corrected.

Your apartment may become unlivable because of something that your landlord did not cause – for instance, a fire, flood, or hurricane. If your landlord does not fix the damage so you can return, you can sue your landlord to get the repairs fixed or pay to fix the damage yourself and deduct the payment from your rent. Consult an attorney about how to do this.

Is my landlord a “small landlord” who is not covered by the law?

A **small landlord** is defined by the law as a landlord who owns a total of 10 or fewer housing units in the state of New York. However, if localities outside New York City decide to opt into the law, they may define the term differently. For instance, at the time of this publication, Albany limited the definition of a small landlord to only where the landlord lives in the premises and the premises have less than four units. Please check with your locality to see if they have opted into the Good Cause Eviction Law and how they have decided to define a small landlord that is exempt from the law.

Your landlord cannot hide behind a corporate or limited liability company (LLC) to avoid you being protected by the law. If **any natural person with a direct or indirect ownership interest in your landlord’s LLC** owns more than 10 units, the LLC or other business entity is not a small landlord and you are protected by the law. The people behind any corporate owner must be examined to see whether they own any other real estate. In Albany, this would not apply since the owner has to live in the premises to be a small landlord. Please check with your locality to see how they define small landlord.

Example:

Acme LLC owns 123 Main Street in NYC, which has five apartments. Acme does not own any other residential units. There are two individual owners of Acme: John Doe and Jane Doe:

- » John Doe has an ownership interest only in the five apartments at 123 Main Street through his ownership of Acme LLC.
- » Jane Doe has ownership interests in 18 other LLCs that together own 200 additional apartments throughout New York state.

Acme LLC is covered by the Good Cause Eviction Law because Acme LLC is not a small landlord: Jane Doe has an ownership interest in more than 10 apartments, so Acme must comply with the Good Cause Eviction Law.

Keep in mind that it is common for a person or group of people to own multiple buildings and apartments under different LLC names. In addition, investment funds with multiple investors sometimes own buildings.

Ownership interest

Under the law, any landlord claiming to be a small landlord must provide the names of all natural persons with direct or indirect ownership interest in the LLC. This includes investors, silent partners, managers, and members. If **any** one person associated with the LLC own more than 10 units, the LLC is **not** a small landlord and you are protected by the Good Cause Eviction Law.

If your landlord cannot provide the names of all natural persons with a direct or indirect ownership interest in their LLC, your landlord is not a small landlord. You can use tools like Just Fix (<https://www.justfix.org/en>) to discover the people behind a corporate owner.

Discovery

If you are sued in court by a small landlord and suspect they are hiding ownership of other units, you can ask the court for **discovery**. Discovery allows you to ask for documents about the ownership of the property. The court should order the landlord to provide all corporate documents that show ownership back to a natural person. The court should also order each of these people to provide all corporate documents for other corporations that own residential property.

What is “high rent?”

As we mentioned earlier, units with high rent are not subject to the Good Cause Eviction Law. An apartment qualifies as high rent if the monthly rent is greater than the rates published each year by the New York State Division of Housing and Community Renewal (https://hcr.ny.gov/system/files/documents/2024/05/good-cause-eviction-law-may-2024-final_.pdf).

What is an unreasonable rent increase?

If your landlord increases your rent to evict you and you don't agree it is reasonable (as set out in the law), a court will have to decide whether the rent increase is reasonable.

Generally, in an apartment covered by the law, a rent increase is unreasonable if it is greater than five percent of the last rent plus the annual change in the consumer price index (capped at a maximum of 10% total) (https://hcr.ny.gov/system/files/documents/2024/05/good-cause-eviction-law-may-2024-final_.pdf). A rent increase that is the same as or less than the local rent standard is considered reasonable. To find your local rent standard, go to Homes and Community Renewal Good Cause Eviction (<https://hcr.ny.gov/good-cause-eviction>).

The landlord also has a chance to explain to the court why a greater increase is necessary.

The court will consider the following factors:

- » The court must consider the amount of property taxes the landlord pays, and consider whether taxes have increased.
- » The court can consider a landlord's expenses, such as fuel, maintenance, and insurance.
- » The court can consider the cost to make significant repairs to the apartment or building, unless the repairs were caused by the landlord's failure to adequately maintain the building. Significant repairs are those required to fix major systems, such as structural, electrical, and plumbing. They do not include cosmetic work, like decoration or minor repairs.

Example:

Examples of rents that are most likely unreasonable using a local rent standard of 8.82% (5% + consumer price index of 3.82%, the change at the time of this writing)

- » An apartment in New York City has a rent of \$3,000 per month. When renewing the lease, the landlord offers a new rent of \$3,350. The \$350 difference between these two rents is greater than 10% (\$300). It is also greater than 5% (\$150) plus 3.82% (\$114.60).
- » An apartment in New York City has a rent of \$4,000 per month. When renewing the lease, the landlord offers a new rent of \$4,360. The \$360 difference between these two rents is less than 10% (\$400), but greater than 5% (\$200) plus 3.82% (\$152.80).

In both of these examples, the landlord is still allowed to explain to the court why the increase is reasonable because of other factors.

What if I moved out and learn that my landlord lied?

If you are required to move out because your landlord said they would occupy or demolish your apartment or take it off the rental market, but you later learn that they did not actually do so, you can sue them for damages and declaratory and injunctive relief. You can also get attorney's fees for bringing your lawsuit. Consult an attorney about how to do this.

What information must my landlord give me?

Starting on August 18, 2024, the Good Cause Eviction Law requires every landlord in New York City to include special language in every lease, renewal lease, and legal notice sent to tenants. This special language tells you whether your apartment is covered by the Good Cause Eviction Law. If is not covered, the special language must explain why.

In addition, for apartments covered by the Good Cause Eviction Law, there are strict notification requirements for:

- › if your landlord offers a renewal lease with a rent increase
- › if your landlord refuses to renew your lease

Note

When facing eviction, consult an attorney. There are many free legal service providers across New York state who can represent qualified tenants. Visit [lawhelp.org](https://www.lawhelp.org) for recommendations.

The Office of the New York Attorney General cannot provide direct legal advice.

Resources

Office of the New York State Attorney General

Ask questions about the law or report your landlord

Website: ag.ny.gov/resources/individuals/tenants-homeowners/tenants

Hotline: 1-800-771-7755

Deaf or hard of hearing: 1-800-788-9898

Lawhelp.org

Get low-cost or free legal services

Website: www.lawhelp.org

JustFix

Research your landlord and LLCs

Website: <https://www.justfix.org/en>

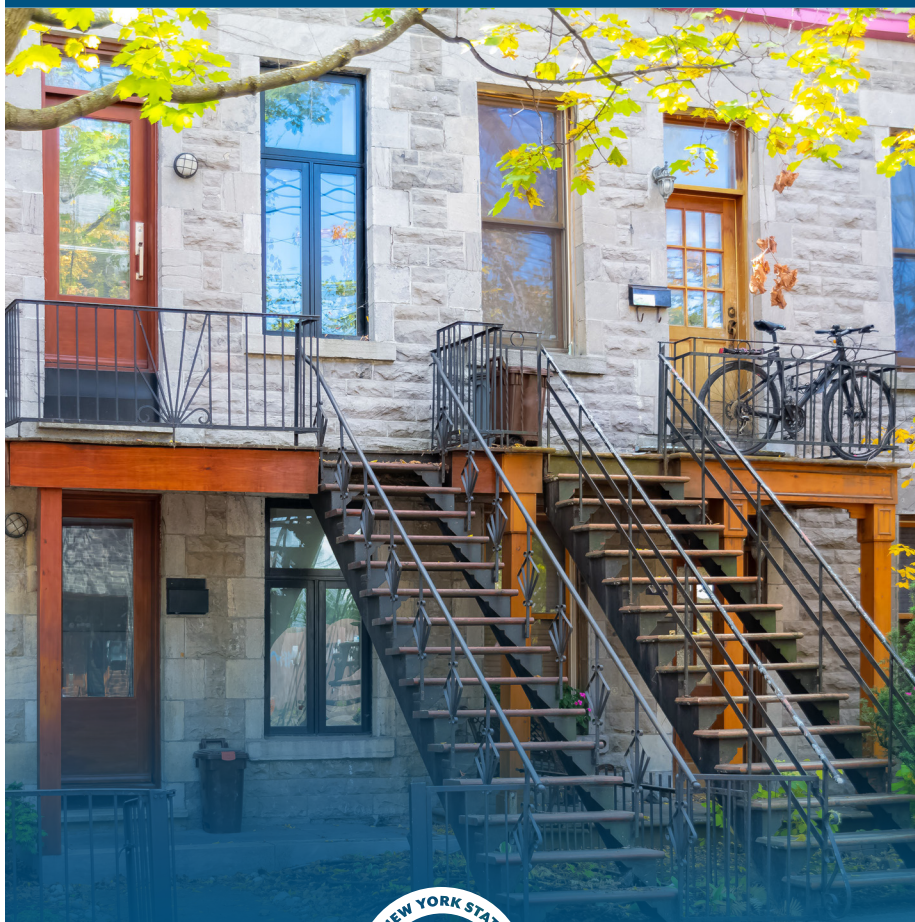
New York State Division of Housing and Community Renewal

Find out if you have high rent

Website: <https://hcr.ny.gov/good-cause-eviction>

Learn if your home is rent stabilized

Website: <https://portal.hcr.ny.gov/app/ask>



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ag.ny.gov/good-cause-eviction-law

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