

Dear Neighbor:

Over the years, my office has heard from a growing number of constituents living in market-rate apartments facing astronomically large annual rent increases, having difficulty obtaining renewal leases, and/or facing eviction for no reason. After more than a decade of advocacy by tenants, advocates, and elected officials, New York State finally passed a Good Cause Eviction law on April 20, 2024 that protects many market-rate tenants against price gouging, evictions for no reason, and non-renewal of leases. While the enacted law is not as strong as I had fought for and excludes many tenants, I am extremely pleased that it provides crucial new rights and increased housing stability for hundreds of thousands of tenants who previously had few protections.



One of the best ways to protect your home and exercise your rights is to become familiar with the new law. This newsletter is designed to inform you about the new Good Cause Eviction law, answer frequently asked questions, and provide resources to learn more. Please be aware that some questions about particular aspects of the law will only be fully answered once the courts weigh in. There are exceptions to some of the guidelines outlined in this newsletter, and my office cannot provide legal advice.

In June, I held a virtual town hall about Good Cause Eviction with Ellen Davidson, a staff attorney at The Legal Aid Society, that addressed many of the issues covered in this newsletter in greater detail. To watch this informative town hall, please visit <https://tinyurl.com/GoodCauseEviction>.

Although I am relieved that Good Cause Eviction has strengthened protections for many tenants, my office often hears from constituents about myriad housing issues that affect everyone, from young renters to rent-regulated tenants to co-op and condo owners. I will be holding a four-part virtual Housing Lunch Hour Series covering a range of topics, including how to get repairs, managing rental arrears, appearing in housing court without a lawyer, and co-op and condo owner rights. Each session in the series will be led by an expert in the housing field who will equip you with strategies and resources to navigate these issues. Please view the end of the newsletter for the specific dates and times of each presentation and RSVP information.

As always, if you have any questions or need assistance, please email or call my office at lkrueger@nysenate.gov or 212-490-9535. If you would like to receive regular email updates from me, please send an email with the subject line "Join Liz List" to lkrueger@nysenate.gov.



Liz

QUESTIONS AND ANSWERS ABOUT THE GOOD CAUSE EVICTION LAW

WHAT DOES THE GOOD CAUSE EVICTION LAW DO?

The new law provides eligible tenants protections against evictions for no reason, the ability to challenge unreasonable rent increases, and the right to lease renewal (or to remain as a month-to-month tenant if you don't have a lease) as long as you pay your rent and follow the rules outlined in your lease and the law. If your apartment is covered by the Good Cause Eviction law, you now have a right to remain in your home unless your landlord specifies a "good cause" as a reason to not renew your lease or raise your rent above the "reasonable rent increase" set by the Good Cause Eviction law, which is 8.82% in 2024. This new law empowers tenants to use Good Cause Eviction as a defense in Housing Court.

WHEN DID THE LAW GO INTO EFFECT?

The law went into effect on April 20, 2024 and applies to all proceedings that commenced on or after this date. If your landlord filed a Housing Court case against you before April 20, 2024, the Good Cause Eviction law unfortunately does not apply to your case. If you had a letter from your landlord that they wanted to start a Housing Court case against you, but did not file with the court before April 20, 2024, you are protected under the law. The law expires June 15, 2034, and must be renewed by the State Legislature and Governor.

IS MY LANDLORD REQUIRED TO NOTIFY ME IF MY APARTMENT IS COVERED BY THE NEW LAW?

Yes, under the law, landlords are required to notify all tenants (even Section 8, rent-stabilized, and rent-controlled tenants) if their unit is covered under Good Cause Eviction or not (using the RPL 231-c notice). The landlord must provide the notice at the time of the initial lease, renewal lease and/or notice of rent hikes, as well as with any court notices or papers. Your landlord must include:

- If your apartment is subject to Good Cause Eviction or explain why it is exempt;
- If your apartment is subject to Good Cause Eviction, you must be told whether a proposed increase is above the reasonable rent standard, and if so, the justification for this;
- Provide justification for non-renewal if the unit is subject to Good Cause Eviction; and
- If your landlord states that you are not covered by Good Cause Eviction because they are a small landlord, they must inform you what other buildings they own and provide the addresses. If your building is owned by an LLC or a corporation, your landlord is required to list the names of the people behind the LLC or corporation and the other buildings they own.

HOW DO I KNOW IF I AM COVERED UNDER THE GOOD CAUSE EVICTION LAW?

You are covered by the Good Cause Eviction law if you are a tenant in New York City who can check off all of the following:

- You are a month-to-month tenant or have a lease signed with your landlord (subletters are not covered)
- You do not live in a rent-stabilized or rent-controlled apartment
- You do not live in a NYCHA, Section 8, or Mitchell-Lama unit
- You do not live in an apartment otherwise subject to regulation of rents or evictions pursuant to local, State, or federal law
- You do not live in an apartment where the unit must be affordable to tenants at a specific income level pursuant to law, restrictive declaration, or regulatory agreement
- You do not live in a co-op or condo unit
- You do not live in senior housing or other healthcare facilities
- You do not live in a seasonal home, manufactured home, hotel room, dormitory, or religious facility or institution
- Your landlord owns more than 10 units and does not fall under the Small Landlord Exemption (see directions below on how to research this)
- You do not live in an owner-occupied building with fewer than 10 units
- Your building was built on or before January 1, 2009, and not substantially rehabbed after 2009
- Your rent is under 245% of the Fair Market Rent (FMR) levels established by the U.S. Department of Housing and Urban Renewal (HUD) for New York City each year. For 2024, your rent must be below the following amounts based on the size of your apartment:
 - Studio: \$5,846
 - One-bedroom: \$6,005
 - Two-bedroom: \$6,742
 - Three-bedroom: \$8,413
 - Four-bedroom: \$9,065

DO GOOD CAUSE EVICTION PROTECTIONS APPLY TO ANY OTHER TENANTS?

While the new Good Cause Eviction law does not apply to tenants other than those who meet all the criteria listed above, many New York City tenants already have rights that are at least as strong as, or stronger than, those provided by the new law. For example, if you live in a rent-regulated apartment, a NYCHA development, or a federally-subsidized or affordable development, your landlord can only evict you for a good reason and there are limitations on how high your rent can be increased. Because you already have protections, you are not covered by this new law.

HOW DO I KNOW IF MY LANDLORD IS DEFINED AS A SMALL LANDLORD UNDER THE LAW?

Your landlord is not considered a small landlord if he or she owns more than 10 units in the State combined. For example, if a landlord owns six units in building A and six units in building B, for a total of 12 units, they are NOT considered a small landlord, and therefore, the units are NOT exempt from Good Cause Eviction.

IF MY LANDLORD OWNS MULTIPLE UNITS IN DIFFERENT BUILDINGS AND THEY RESIDE IN ONE OF THE BUILDINGS, ARE THE LANDLORD'S UNITS EXEMPT FROM GOOD CAUSE EVICTION?

If your landlord owns 10 units in building A, in which the landlord resides, and 15 units in building B, building A is exempt from Good Cause Eviction because the landlord lives in building A, and the building does not have more than 10 units. Building B is covered under Good Cause Eviction because the total number of units the landlord owns is 25, and the landlord does not live in the building.

WHAT IF MY BUILDING IS OWNED BY MULTIPLE PEOPLE OR A CORPORATION/LLC?

If your building is owned by more than one person, none of them may own more than 10 units in the State to be considered a small landlord. If your building is owned by a corporation or LLC, the natural person(s) behind the entity must own 10 or fewer units to be considered a small landlord. Any corporate entity that does not disclose all the natural people involved in its ownership cannot claim to be a small landlord.

WHAT ARE THE "GOOD CAUSES" MY LANDLORD COULD USE AS GROUNDS TO EVICT ME OR REFUSE TO RENEW MY LEASE?

- Failure to pay rent unless the rent that is owed is a result of an "unreasonable" rent increase;
- Nuisance (constant noise, violent behavior, chronic late payments, clutter that creates a health or safety hazard, etc.);
- Illegal activities (selling drugs, etc.);
- Violating a substantial obligation of your lease (making alterations to the apartment without permission, installing prohibited appliances, operating a business from the unit, etc.);
- Refusing reasonable access to the landlord for necessary repairs;
- Failure to sign a renewal lease, or to agree to reasonable lease changes at the time of renewal if the tenant is notified in writing of the changes between 30 to 90 days before the expiration of the current lease;
- The owner seeks to use the unit for personal use or immediate family members (including grandparents, grandchildren, parents-in-law, and siblings-in-law); this exception does not apply if the impacted tenants are 65 years or older or are disabled;
- The owner withdraws the unit from the market; or
- The owner intends to demolish the building.

If a tenant determines that the landlord lied about any of the last three good causes, the tenant can sue for damages.

WHAT SHOULD I DO IF MY APARTMENT IS COVERED BY GOOD CAUSE EVICTION AND MY LANDLORD REFUSES TO RENEW MY LEASE OR TRIES TO EVICT ME FOR NO REASON?

If your landlord refuses to renew your lease, or tells you that you need to leave for a reason not listed above or without proving a reason, DO NOT MOVE! NYC building owners cannot evict tenants who have lived in their homes for more than 30 days without first going to Housing Court and obtaining a court order. Inform your landlord in writing that they are required by law to provide a "Good Cause" to evict you or not renew your lease, and that this must be done using a RPL 231-c form. If your landlord then tries to formally evict you in court, you can raise a Good Cause defense. It is best to seek assistance from a tenant attorney or advocacy group in these cases.

HOW IS THE REASONABLE RENT INCREASE DETERMINED?

To guard against unreasonable rent increases, the law defines any rent increase as unlawful in New York City if it is more than 5% plus the annual change in the Consumer Price Index (CPI), which measures inflation. Regardless of how high the CPI is for a given year, the reasonable rent increase is always capped at 10%. For 2024, the CPI for New York City is 3.82%, so the reasonable rent increase is 8.82% (3.82% + 5%). A new reasonable rent amount will be announced each year by August 1 by the Division of Housing and Community Renewal (DHCR).

HOW CAN I CALCULATE THE MAXIMUM REASONABLE RENT INCREASE IN 2024 FOR MY APARTMENT?

Take your rent and multiply it by 8.82%. For example, if your rent is \$1,000, your rent increase should be calculated as $\$1,000 \times .0882 = \88.20 . The highest your new rental amount should be is \$1,088.20. If the rent increase in your renewal lease is above \$1,088.20, it could be found as unreasonable and Good Cause Eviction can be used as a defense in court. You can also use *City Limits'* rent calculator at <https://citylimits.org/2024/05/09/try-it-out-city-limits-nyc-good-cause-rent-calculator/>.

ARE THERE ANY CIRCUMSTANCES WHERE MY LANDLORD CAN INCREASE MY RENT ABOVE THE REASONABLE RENT INCREASE?

Yes, but your landlord must explain why, and must point to increases in their costs or substantial repairs they completed to your apartment or the building. If you do not agree to an increase above the reasonable rent standard, the landlord will need to prove with convincing evidence in court that the increase is due to higher costs such as fuel, insurance, property taxes, or significant repairs. Significant building repairs, which do not result from the landlord's failure to maintain the building, could include:

- Structural, electrical, plumbing, or mechanical systems that require a building permit
- Abatement of hazardous materials (lead, mold, asbestos)

WHAT CAN I DO IF MY APARTMENT IS COVERED BY GOOD CAUSE EVICTION AND I RECEIVE AN UNREASONABLE RENT INCREASE?

Your first step should be to try to negotiate a lower increase with your landlord. Contact your landlord in writing referencing the new Good Cause Eviction law and request a new renewal lease with a rent increase that is at or below the reasonable rent standard.

If this fails, Housing Court could be your next step, but this is a decision you should consider carefully. There is a risk that your landlord could successfully argue that they are justified in raising your rent above the reasonable rent standard based on their costs (see above). It's best to consult with a tenant attorney or advocacy group before taking this step. If you decide to challenge the increase in Housing Court, you can withhold the portion of the rent increase that falls above the reasonable rent standard and wait for the landlord to initiate a nonpayment case against you. When you are in court, you will need to raise Good Cause Eviction as a defense and argue that you are entitled to a lower rent increase. It will ultimately be up to the judge to decide whether your landlord is justified in raising your rent above the reasonable rent standard because of demonstrably increased costs, or if they must lower the increase.

If you have received an unreasonable rent increase, chances are your neighbors have too. You may have more success in fighting the unreasonable rent increase by organizing with your neighbors, informing your landlord of your collective rights, and negotiating for a reasonable rent increase together.

DOES GOOD CAUSE EVICTION APPLY TO ALL LOCALITIES ACROSS NEW YORK STATE?

Good Cause Eviction applies to the five boroughs in New York City. All other localities outside of New York City need to opt in. The following localities have chosen to opt in as of this writing: Albany, Beacon, Ithaca, Kingston, and Poughkeepsie.

I SIGNED MY RENEWAL LEASE BEFORE APRIL 20, 2024, BUT THE EFFECTIVE DATE IS AFTER APRIL 20, 2024. AM I COVERED UNDER GOOD CAUSE EVICTION?

For this scenario, please seek legal advice.

WHAT STEPS CAN I TAKE TO SEE IF MY APARTMENT SHOULD BE COVERED BY GOOD CAUSE EVICTION?

- Check online to see what year your building obtained a Certificate of Occupancy (CO). You can do this by searching for your building at <https://whoownswhat.justfix.org/>. Once you enter your address and the profile for your building appears, click on the "DOB Building Profile" link. Once you are on the DOB website, click on the "View Certificates of Occupancy" link. If the CO is from before January 1, 2009, continue to the next step.
- Check online to see how many units your landlord owns. You can search for this information using the same website. Click "Portfolio" on the top left of your building's page. This tab will show you how many buildings your landlord is listed as a managing agent for along with how many units are in each building. Next, you will need to check if they own each individual building by clicking on "View Documents in ACRIS" on the building's main profile page. Once in ACRIS, you can search for the building's deed and/or mortgages.
- Check your lease and make sure that your unit does not fall into one of the exceptions on the previous page.
- Calculate the maximum reasonable rent increase for your apartment and make sure it is under 245% of the Fair Market Rent (FMR) for your apartment size. You can view FMR at: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary.odn.

HOW MUCH NOTICE DO LANDLORDS NEED TO PROVIDE MARKET-RATE TENANTS ABOUT INCREASED RENTS OR LEASE NONRENEWAL?

If the rent increase is above 5%, or the landlord is planning to not renew your lease (with a good cause as defined by the law if your apartment is covered by Good Cause Eviction), your landlord must provide you with written notice.

- If you have lived in your apartment for less than one year, your landlord must provide you with written notice 30 days in advance.
- If you have lived in your apartment for more than one year, but less than two years, your landlord must provide you with written notice 60 days in advance.
- If you have lived in your apartment for two or more years, your landlord must provide you with written notice 90 days in advance.

DOES MY LANDLORD HAVE THE RIGHT TO COLLECT THE RENTAL INCREASE TO ADD TO THE SECURITY DEPOSIT, AND WHAT IS THE TIME LIMIT TO RETURN THE DEPOSIT?

Landlords are allowed to collect no more than one month's rent for a security deposit when you first move in, along with the rental increase each year. The security deposit must be kept in an interest-bearing account for buildings with six or more units. Landlords have 14 days to return the deposit once the tenant vacates the home, assuming damage was not done to the unit. Complaints regarding security deposit issues can be filed with the State Attorney General's Office or in Small Claims Court.

WHAT ARE MY RIGHTS REGARDING HARASSMENT, RETALIATION, AND DISCRIMINATION?

Landlords are prohibited from any action intended to force a tenant out of an apartment. That includes physical or verbal abuse, denial of services, disruptive construction, and more. It is also illegal for landlords in New York to retaliate against tenants for participating in tenant organizations, or who make a good faith complaint to them. Additionally, it is illegal for landlords to discriminate against tenants or potential tenants based on race, creed, color, national origin, sex, disability status, age, marital or familial status, or on lawful sources of income, including public assistance, such as Social Security or Section 8 vouchers.

GOOD CAUSE EVICTION RESOURCES

- **City Limits Good Cause Calculator**
<https://citylimits.org/2024/05/09/try-it-out-city-limits-nyc-good-cause-rent-calculator/>
- **List of Current Fair Market Rent (FMR)**
https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary.odn
- **Notice from HCR Determining the 8.82% "Reasonable Rent Increase" for 2024**
<https://hcr.ny.gov/system/files/documents/2024/08/gce-fact-sheet-240819.pdf>
- **Who Owns What**
<https://whoownswhat.justfix.org/en/>
- **Good Cause Eviction Legislation**
<https://legislation.nysenate.gov/pdf/bills/2023/S8306C>
- **Legal Aid Society Good Cause Fact Sheet**
<https://tinyurl.com/LegalAidGoodCause>
- **Met Council on Housing Good Cause Fact Sheet**
<https://www.metcouncilonhousing.org/help-answers/good-cause-eviction/>



State Senator Liz Krueger's Guide to the New Good Cause Eviction Law



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SENATOR KRUEGER'S VIRTUAL HOUSING LUNCH HOUR SERIES

Session 1: How to Get My Landlord to Make Repairs

Speaker: Michael Grinthal, Take Root Justice
Tuesday, November 19 - 12 pm - 1 pm

Session 2: You've Fallen Behind on Your Rent, Now What?

Speaker: Jenny Laurie, Housing Court Answers
Thursday, November 21 - 12 pm - 1 pm

Session 3: Appearing in Housing Court Without a Lawyer

Speaker: Pablo Zevallos, The Legal Aid Society
Tuesday, December 3 - 12 pm - 1 pm

Session 4: Co-op and Condo Owner Rights and Resources

Speaker: Rose Marie Cantanno, NYLAG
Thursday, December 5 - 12 pm - 1 pm



ADDITIONAL DETAILS AND RSVP forms for the series will be shared via my email updates. You can also RSVP by emailing lkrueger@nysenate.gov or calling 212-490-9535.

If you would like to receive regular email updates, please email lkrueger@nysenate.gov with "Join Liz List" in the subject line.