

1 with the taxable property, with the amount of the exemption shown in a
2 separate column.

3 5. For the purposes of this section, a residential building shall mean
4 any building or structure designed and occupied exclusively for residen-
5 tial purposes by not more than two families.

6 6. In the event that a building granted an exemption pursuant to this
7 section ceases to be used primarily for residential purposes, or title
8 thereto is transferred to other than the heirs or distributees of the
9 owner, the exemption granted pursuant to this section shall cease.

10 7. (a) A county, city, town or village may, by its local law, or
11 school district, by its resolution:

12 (i) reduce the per centum of exemption otherwise allowed pursuant to
13 this section; and

14 (ii) limit eligibility for the exemption to those forms of recon-
15 struction, alterations, improvements, or new construction as are
16 prescribed in such local law or resolution.

17 (b) No such local law or resolution shall repeal an exemption granted
18 pursuant to this section until the expiration of the period for which
19 such exemption was granted.

20 § 3. This act shall take effect immediately and shall apply to assess-
21 ment rolls based on taxable status dates occurring on or after such
22 effective date.

23 PART HH

24 Section 1. The real property law is amended by adding a new article
25 6-A to read as follows:

26 ARTICLE 6-A

27 GOOD CAUSE EVICTION LAW

28 Section 210. Short title.

29 211. Definitions.

30 212. Applicability in the city of New York.

31 213. Voluntary participation by local governments outside the
32 city of New York.

33 214. Covered housing accommodations.

34 215. Necessity for good cause.

35 216. Grounds for removal of tenants.

36 217. Preservation of existing requirements of law.

37 218. Waiver of rights void.

38 § 210. Short title. This article shall be cited as the "good cause
39 eviction law".

40 § 211. Definitions. 1. The term "housing accommodation", as used in
41 this article shall mean any residential premises, including any residen-
42 tial premises located within a mixed-use residential premises.

43 2. The term "landlord" as used in this article shall mean any fee
44 owner, lessor, sublessor, assignor, court appointed receiver, or any
45 other person or entity receiving or entitled to receive rent for the
46 occupancy of any housing accommodation or an agent of any of the forego-
47 ing.

48 3. (a) The term "small landlord" as used in this article shall mean a
49 landlord of no more than (i) ten units in the state, or (ii) such other
50 number of units in the state designated by local law pursuant to para-
51 graph (b) of subdivision two of section two hundred thirteen of this
52 article.

53 (b) If a landlord is a single natural person, then that landlord is a
54 small landlord if they own or are a beneficial owner of, directly or

1 indirectly, in whole or in part, no more than the number of units estab-
2 lished pursuant to paragraph (a) of this subdivision; if there is more
3 than one natural person owner, then no one person may own or be a bene-
4 ficial owner of, directly or indirectly, in whole or in part, more than
5 the number of units established pursuant to paragraph (a) of this subdivi-
6 vision.

7 (c) If a landlord is an entity, organized under the laws of this state
8 or of any other jurisdiction, then that landlord is a small landlord if
9 each natural person with a direct or indirect ownership interest in the
10 entity or any affiliated entity owns no more than the number of units
11 established pursuant to paragraph (a) of this subdivision. If an entity
12 cannot provide the names of all natural persons with a direct or indi-
13 rect ownership interest in the entity, such entity shall not qualify as
14 a small landlord.

15 4. The term "tenant" as used in this article shall mean a tenant,
16 sub-tenant, lessee, sublessee, or any other person entitled to the
17 lawful possession, use or occupancy of any housing accommodation. An
18 individual shall not be considered a tenant for the purposes of this
19 article if:

20 (a) no landlord-tenant relationship exists, as established pursuant to
21 any of the grounds set forth in section seven hundred thirteen of the
22 real property actions and proceedings law; or

23 (b) the individual is an occupant, as defined in paragraph (b) of
24 subdivision one of section two hundred thirty-five-f of this chapter,
25 who has not received the landlord's express or implied consent to use
26 the housing accommodation as their primary residence in exchange for
27 payment of rent.

28 5. The term "rent" as used in this article shall mean any consider-
29 ation, including any bonus, benefit or gratuity demanded or received for
30 or in connection with the possession, use or occupancy of housing accom-
31 modations or the execution or transfer of a lease for such housing
32 accommodations. The term "rent" shall not include any separate charges
33 for services, amenities or facilities which the tenant pays in addition
34 to rent, including but not limited to charges for fitness centers, park-
35 ing, storage, or facility rentals, provided that such charges are not
36 imposed or increased for the purposes of circumventing this article.

37 6. The term "disabled person" as used in this article shall mean a
38 person who has an impairment which results from anatomical, physiolog-
39 ical or psychological conditions, other than addiction to alcohol,
40 gambling, or any controlled substance, which are demonstrable by
41 medically acceptable clinical and laboratory diagnostic techniques, and
42 which are expected to be permanent and which substantially limit one or
43 more of such person's major life activities.

44 7. The term "inflation index" shall mean five percent plus the annual
45 percentage change in the consumer price index for all urban consumers
46 for all items as published by the United States bureau of labor statis-
47 tics for the region in which the housing accommodation is located, as
48 established for the most recent preceding calendar year as shall be
49 published by the division of housing and community renewal no later than
50 the first of August in any given year, provided further that for New
51 York city and any village, town, or city that adopts the provisions of
52 this article by local law pursuant to subdivision one of section two
53 hundred thirteen of this article in the counties of Dutchess, Nassau,
54 Orange, Putnam, Rockland, Suffolk, and Westchester, such consumer price
55 index shall be the New York-Newark-Jersey City, NY-NJ-PA consumer price
56 index, and provided further that for any other village, town, or city

1 that adopts the provisions of this article by local law pursuant to
2 subdivision one of section two hundred thirteen of this article, such
3 consumer price index shall be the Northeast Region consumer price index.

4 8. The term "local rent standard" shall mean a rent increase equal to
5 the inflation index or ten percent, whichever is lower.

6 § 212. Applicability in the city of New York. Upon the effective date
7 of this section, this article shall apply to the city of New York.

8 § 213. Voluntary participation by local governments outside the city
9 of New York. 1. Applicability. This article shall apply in any village,
10 town, or a city, other than the city of New York, that, acting through
11 its local legislative body, adopts the provisions of this article by
12 local law.

13 2. Opt-in by a village, town, or city, other than the city of New
14 York. A village, town, or city that adopts the provisions of this arti-
15 cle by local law pursuant to subdivision one of this section may:

16 (a) provide that any unit on or within a housing accommodation shall
17 be exempt from the provisions of this article if such unit has a monthly
18 rent above a percent of fair market rent, as published by the United
19 States department of housing and urban development and as shall be
20 published for each county in the state by the division of housing and
21 community renewal pursuant to subdivision fifteen of section two hundred
22 fourteen of this article, that shall be established in the local law
23 adopted pursuant to subdivision one of this section, provided that if
24 such local law does not establish such percent of fair market rent, any
25 unit on or within a housing accommodation with a monthly rent greater
26 than two hundred forty-five percent of such fair market rent shall be
27 exempt from the provisions of this article; and/or

28 (b) define "small landlord" as a landlord of no more than any number
29 of units in the state that the village, town, or city enacts by local
30 law, provided that if such local law does not define "small landlord," a
31 "small landlord" shall mean a landlord of no more than ten units in the
32 state.

33 3. Notwithstanding the foregoing provisions of this section, if a town
34 and a village within such town both adopt the provisions of this article
35 by local law pursuant to subdivision one of this section, the local law
36 adopted by such town shall not apply within the territorial limits of a
37 village within such town.

38 4. Nothing in this section shall permit a village, town, or city to
39 which this article applies to preempt or alter the terms and provisions
40 of this article within such village, town or city.

41 5. Within thirty days of receipt of a local law adopted pursuant to
42 subdivision one of this section, and filed with the department of state
43 pursuant to section twenty-seven of the municipal home rule law, the
44 department of state shall notify the division of housing and community
45 renewal of such adoption.

46 6. The division of housing and community renewal shall include in the
47 annual publication required pursuant to subdivision seven of section two
48 hundred eleven of this article a list including any village, town, or
49 city, other than the city of New York, as to which the division of hous-
50 ing and community renewal has received the notice from the department of
51 state required pursuant to subdivision five of this section indicating
52 that such village, town, or city has adopted a local law pursuant to
53 subdivision one of this section to apply the provisions of this article
54 within such village, town, or city. Such list shall include the name of
55 each village, town, or city that has adopted such a local law, the
56 applicable fair market rent threshold within such village, town, or city



1 for exemption from the provisions of this article established pursuant
2 to paragraph (a) of subdivision two of this section, and the applicable
3 definition of small landlord within such village, town, or city estab-
4 lished pursuant to paragraph (b) of subdivision two of this section.

5 § 214. Covered housing accommodations. Where this article applies, it
6 shall apply to all housing accommodations except a:

7 1. premises owned by a small landlord provided that in connection with
8 any eviction proceeding in which the landlord claims an exemption from
9 the provisions of this article on the basis of being a small landlord,
10 such landlord shall provide to the tenant or tenants subject to the
11 proceeding the name of each natural person who owns or is a beneficial
12 owner of, directly or indirectly, in whole or in part, the housing
13 accommodation at issue in the proceeding, the number of units owned,
14 jointly or separately, by each such natural person owner, and the
15 addresses of any such units, excluding each natural person owner's prin-
16 cipal residence; provided further that if the landlord is an entity,
17 organized under the laws of this state or of any other jurisdiction,
18 then such landlord shall provide to the tenant or tenants subject to the
19 proceeding the name of each natural person with a direct or indirect
20 ownership interest in such entity or any affiliated entity, the number
21 of units owned, jointly or separately, by each such natural person
22 owner, and the addresses of any such units, excluding each natural
23 person owner's principal residence;

24 2. owner-occupied housing accommodation with no more than ten units;

25 3. unit on or within a housing accommodation where such unit is sublet
26 pursuant to section two hundred twenty-six-b of this chapter, or other-
27 wise, where the sublessor seeks in good faith to recover possession of
28 such housing accommodation for their own personal use and occupancy;

29 4. unit on or within a housing accommodation where the possession, use
30 or occupancy of which is solely incident to employment and such employ-
31 ment is being or has been lawfully terminated;

32 5. unit on or within a housing accommodation where such unit is other-
33 wise subject to regulation of rents or evictions pursuant to local,
34 state or federal law, rule, or regulation;

35 6. unit on or within a housing accommodation where such unit must be
36 affordable to tenants at a specific income level pursuant to statute,
37 regulation, restrictive declaration, or pursuant to a regulatory agree-
38 ment with a local, state, or federal government entity;

39 7. unit on or within a housing accommodation owned as a condominium or
40 cooperative, or a unit on or within a housing accommodation subject to
41 an offering plan submitted to the office of the attorney general,
42 provided that nothing herein shall abrogate or otherwise limit any
43 rights or obligations a tenant residing in a unit within a condominium
44 or cooperative or a purchaser, owner, or offeror of a condominium or
45 cooperative unit has pursuant to any other state law;

46 8. housing accommodation for which a temporary or permanent certif-
47 icate of occupancy was issued on or after the first of January, two
48 thousand nine, for a period of time of thirty years following issuance
49 of such certificate;

50 9. unit on or within a housing accommodation that qualifies as a
51 seasonal use dwelling unit pursuant to subdivisions four and five of
52 section 7-108 of the general obligations law;

53 10. housing accommodation in a hospital as defined in subdivision one
54 of section twenty-eight hundred one of the public health law, continu-
55 ing care retirement community licensed pursuant to article forty-six or
56 forty-six-A of the public health law, assisted living residence licensed

1 pursuant to article forty-six-B of the public health law, adult care
2 facility licensed pursuant to article seven of the social services law,
3 senior residential community that have submitted an offering plan to the
4 attorney general, and not-for-profit independent retirement community
5 that offer personal emergency response, housekeeping, transportation and
6 meals to their residents;

7 11. manufactured home located on or in a manufactured home park as
8 defined in section two hundred thirty-three of the real property law;

9 12. hotel room or other transient use covered by the definition of a
10 class B multiple dwelling under subdivision nine of section four of the
11 multiple dwelling law, regardless of whether such use is located in a
12 jurisdiction in which the multiple dwelling law applies;

13 13. dormitory owned and operated by an institution of higher education
14 or a kindergarten and grades 1 to 12, inclusive, school;

15 14. housing accommodation within and for use by a religious facility
16 or institution; and

17 15. unit on or within a housing accommodation where the monthly rent
18 is greater than the percent of fair market rent established pursuant to
19 paragraph (a) of subdivision two of section two hundred thirteen of this
20 article in a local law of a village, town, or city, other than the city
21 of New York, adopting the provisions of this article pursuant to subdi-
22 vision one of section two hundred thirteen of this article, or two
23 hundred forty-five percent of the fair market rent, provided that fair
24 market rent shall refer to the figure published by the United States
25 department of housing and urban development, for the county in which the
26 housing accommodation is located, as shall be published by the division
27 of housing and community renewal no later than the first of August in
28 any given year. The division of housing and community renewal shall
29 publish the fair market rent and two hundred forty-five percent of the
30 fair market rent for each unit type for which such fair market rent is
31 published by the United States department of housing and urban develop-
32 ment for each county in New York state in the annual publication
33 required pursuant to subdivision seven of section two hundred eleven of
34 this article.

35 § 215. Necessity for good cause. No landlord shall, by action to evict
36 or to recover possession, by exclusion from possession, by failure to
37 renew any lease, or otherwise, remove any tenant from housing accommo-
38 dations covered by section two hundred fourteen of this article except
39 for good cause as defined in section two hundred sixteen of this arti-
40 cle.

41 § 216. Grounds for removal of tenants. 1. No landlord shall remove a
42 tenant from any housing accommodation covered by section two hundred
43 fourteen of this article, or attempt such removal or exclusion from
44 possession, notwithstanding that the tenant has no written lease or that
45 the lease or other rental agreement has expired or otherwise terminated,
46 except upon order of a court of competent jurisdiction entered in an
47 appropriate judicial action or proceeding in which the petitioner or
48 plaintiff has established one of the following grounds as good cause for
49 removal or eviction:

50 (a) (i) The tenant has failed to pay rent due and owing, provided
51 however that the rent due and owing, or any part thereof, did not result
52 from a rent increase which is unreasonable. In determining whether all
53 or part of the rent due and owing is the result of an unreasonable rent
54 increase, it shall be a rebuttable presumption that the rent for a
55 dwelling not protected by rent regulation is unreasonable if said rent
56 has been increased in any calendar year, after the effective date of

1 this article, or after the effective date of the local law in any
2 village, town, or city that enacts such local law to apply this article
3 to such village, town, or city pursuant to subdivision one of section
4 two hundred thirteen of this article, by an amount greater than the
5 local rent standard, provided further that no rent increase less than or
6 equal to the local rent standard shall be deemed unreasonable.

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

28 (b) The tenant is violating a substantial obligation of their tenancy
29 or breaching any of the landlord's rules and regulations governing said
30 premises, other than the obligation to surrender possession, and has
31 failed to cure such violation after written notice that the violation
32 cease within ten days of receipt of such written notice, provided howev-
33 er, that the obligation of tenancy for which violation is claimed was
34 not imposed for the purpose of circumventing the intent of this article
35 and provided such rules or regulations are reasonable and have been
36 accepted in writing by the tenant or made a part of the lease at the
37 beginning of the lease term;

38 (c) The tenant is committing or permitting a nuisance in such housing
39 accommodation, or elsewhere in the building or on the real property in
40 which the housing accommodation is located, or is maliciously or by
41 reason of gross negligence substantially damaging the housing accommo-
42 dation, or causing substantial damage elsewhere in the building or on
43 the real property in which the housing accommodation is located; or the
44 tenant's conduct is such as to interfere with the comfort and safety of
45 the landlord or other tenants or occupants of the same or another adja-
46 cent building or structure;

47 (d) Occupancy of the housing accommodation by the tenant is in
48 violation of or causes a violation of law and the landlord is subject to
49 civil or criminal penalties therefor; provided however that an agency of
50 the state or municipality having jurisdiction has issued an order
51 requiring the tenant to vacate the housing accommodation. No tenant
52 shall be removed from possession of a housing accommodation on such
53 ground unless the court finds that the cure of the violation of law
54 requires the removal of the tenant and that the landlord did not through
55 neglect or deliberate action or failure to act create the condition
56 necessitating the vacate order. In instances where the landlord does not

1 undertake to cure conditions of the housing accommodation causing such
2 violation of the law, the tenant shall have the right to pay or secure
3 payment in a manner satisfactory to the court, to cure such violation
4 provided that any tenant expenditures shall be applied against rent to
5 which the landlord is entitled. In instances where removal of a tenant
6 is absolutely essential to such tenant's health and safety, the removal
7 of the tenant shall be without prejudice to any leasehold interest or
8 other right of occupancy the tenant may have and the tenant shall be
9 entitled to resume possession at such time as the dangerous conditions
10 have been removed. Nothing herein shall abrogate or otherwise limit the
11 right of a tenant to bring an action for monetary damages against the
12 landlord or to otherwise compel compliance by the landlord with all
13 applicable state or municipal housing codes;

14 (e) The tenant is using or permitting the housing accommodation, or
15 elsewhere in the building or on the real property in which the housing
16 accommodation is located, to be used for an illegal purpose;

17 (f) The tenant has unreasonably refused the landlord access to the
18 housing accommodation for the purpose of making necessary repairs or
19 improvements required by law or for the purpose of showing the housing
20 accommodation to a prospective purchaser, mortgagee or other person
21 having a legitimate interest therein;

22 (g) The landlord seeks in good faith to recover possession of a hous-
23 ing accommodation for the landlord's own personal use and occupancy as
24 the landlord's principal residence, or the personal use and occupancy as
25 principal residence of the landlord's spouse, domestic partner, child,
26 stepchild, parent, step-parent, sibling, grandparent, grandchild,
27 parent-in-law or sibling-in-law, when no other suitable housing accommo-
28 dation in such building is available, provided that no judgment in favor
29 of the landlord may be granted pursuant to this paragraph unless the
30 landlord establishes good faith to recover possession of a housing
31 accommodation for the landlord's own personal use and occupancy as the
32 landlord's principal residence, or the personal use and occupancy as a
33 principal residence of the landlord's spouse, domestic partner, child,
34 stepchild, parent, step-parent, sibling, grandparent, grandchild,
35 parent-in-law or sibling-in-law, by clear and convincing evidence. This
36 paragraph shall not apply to a housing accommodation occupied by a
37 tenant who is sixty-five years of age or older or who is a disabled
38 person;

39 (h) The landlord in good faith seeks to demolish the housing accommo-
40 dation, provided that no judgment in favor of the landlord may be grant-
41 ed pursuant to this paragraph unless the landlord establishes good faith
42 to demolish the housing accommodation by clear and convincing evidence;

43 (i) The landlord seeks in good faith to withdraw a housing accommo-
44 dation from the housing rental market, provided that no judgment in
45 favor of the landlord may be granted pursuant to this paragraph unless
46 the landlord establishes good faith to withdraw the housing accommo-
47 dation from the housing rental market by clear and convincing evidence;
48 or

49 (j) The tenant fails to agree to reasonable changes to a lease at
50 renewal, including increases in rent that are not unreasonable as
51 defined in paragraph (a) of this subdivision, as long as written notice
52 of the changes to the lease were provided to the tenant at least thirty
53 days, but no more than ninety days, prior to the expiration of the
54 current lease.

55 2. A tenant required to surrender a housing accommodation by virtue of
56 the operation of paragraph (g), (h), or (i) of subdivision one of this

1 section shall have a cause of action in any court of competent jurisdic-
2 tion for damages, declaratory, and injunctive relief against a landlord
3 or purchaser of the premises who makes a fraudulent statement regarding
4 a proposed use, removal from the rental housing market, or demolition of
5 the housing accommodation. In any action or proceeding brought pursuant
6 to this subdivision a prevailing tenant shall be entitled to recovery of
7 actual damages, and reasonable attorneys' fees. Except as provided in
8 this subdivision, nothing in this article shall create a civil claim or
9 cause of action by a tenant against a landlord.

10 3. Nothing in this section shall abrogate or limit the tenant's right
11 pursuant to section seven hundred fifty-one of the real property actions
12 and proceedings law to permanently stay the issuance or execution of a
13 warrant or eviction in a summary proceeding, whether characterized as a
14 nonpayment, objectionable tenancy, or holdover proceeding, the underly-
15 ing basis of which is the nonpayment of rent, so long as the tenant
16 complies with the procedural requirements of section seven hundred
17 fifty-one of the real property actions and proceedings law where appli-
18 cable.

19 § 217. Preservation of existing requirements of law. No action shall
20 be maintainable and no judgment of possession shall be entered for hous-
21 ing accommodations pursuant to section two hundred sixteen of this arti-
22 cle, unless the landlord has complied with any and all applicable laws
23 governing such action or proceeding and has complied with any and all
24 applicable laws governing notice to tenants, including without limita-
25 tion the manner and the time of service of such notice and the contents
26 of such notice.

27 § 218. Waiver of rights void. Any agreement by a tenant heretofore or
28 hereinafter entered into in a written lease or other rental agreement
29 waiving or modifying their rights as set forth in this article shall be
30 void as contrary to public policy.

31 § 2. Paragraph (a) of subdivision 1 of section 226-c of the real prop-
32 erty law, as amended by chapter 789 of the laws of 2021, is amended to
33 read as follows:

34 (a) Whenever a landlord intends to offer to renew the tenancy of an
35 occupant in a residential dwelling unit with a rent increase equal to or
36 greater than five percent above the current rent, or the landlord does
37 not intend to renew the tenancy, the landlord shall provide written
38 notice as required in subdivision two of this section. The notice shall
39 append or contain the notice required pursuant to section two hundred
40 thirty-one-c of this article, which shall state the following: (i) if
41 the unit is or is not subject to article six-A of this chapter, the
42 "good cause eviction law", and if the unit is exempt, such notice shall
43 state why the unit is exempt from such law; (ii) if the landlord is not
44 renewing the lease for a unit subject to article six-A of this chapter,
45 the lawful basis for such non-renewal; and (iii) if the landlord is
46 increasing the rent upon an existing lease of a unit subject to article
47 six-A of this chapter above the applicable local rent standard, as
48 defined in subdivision eight of section two hundred eleven of this chap-
49 ter, the justification for such increase. If the landlord fails to
50 provide timely notice, the occupant's lawful tenancy shall continue
51 under the existing terms of the tenancy from the date on which the land-
52 lord gave actual written notice until the notice period has expired,
53 notwithstanding any provision of a lease or other tenancy agreement to
54 the contrary.

55 § 3. The real property law is amended by adding a new section 231-c to
56 read as follows:

1 § 231-c. Good cause eviction law notice. 1. A landlord as defined in
 2 subdivision two of section two hundred eleven of this chapter shall
 3 append to or incorporate into any initial lease, renewal lease, notice
 4 required pursuant to paragraph (a) of subdivision one of section two
 5 hundred twenty-six-c of this article, notice required pursuant to subdi-
 6 vision two of section seven hundred eleven of the real property actions
 7 and proceedings law, or petition pursuant to section seven hundred forty
 8 one of the real property actions and proceedings law, the following
 9 notice:

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

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

24 NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

25 UNIT INFORMATION

26 STREET:

27 _____

28 UNIT OR APARTMENT NUMBER:

29 _____

30 CITY/TOWN/VILLAGE:

31 _____

32 STATE:

33 _____

34 ZIP CODE:

35 _____

36 1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN
 37 AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE
 38 ANSWER)

39 YES _____

40 NO _____

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

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

46 B. Unit is owned by a "small landlord," as defined in subdivision 3 of
 47 section 211 of the Real Property Law, who owns no more than 10 units for
 48 small landlords located in New York City or the number of units estab-
 49 lished as the maximum amount a "small landlord" can own in the state by
 50 a local law of a village, town, or city, other than New York City,
 51 adopting the provisions of Article 6-A of the Real Property Law, known
 52 as the New York State Good Cause Eviction Law, or no more than 10 units,
 53 as applicable. In connection with any eviction proceeding in which the
 54 landlord claims an exemption from the provisions of Article 6-A of the
 55 Real Property Law, known as the New York State Good Cause Eviction Law,
 56 on the basis of being a small landlord, the landlord shall provide to

1 the tenant or tenants subject to the proceeding the name of each natural
2 person who owns or is a beneficial owner of, directly or indirectly, in
3 whole or in part, the housing accommodation at issue in the proceeding,
4 the number of units owned, jointly or separately, by each such natural
5 person owner, and the addresses of any such units, excluding each
6 natural person owner's principal residence. If the landlord is an enti-
7 ty, organized under the laws of this state or of any other jurisdiction,
8 then such landlord shall provide to the tenant or tenants subject to the
9 proceeding the name of each natural person with a direct or indirect
10 ownership interest in such entity or any affiliated entity, the number
11 of units owned, jointly or separately, by each such natural person
12 owner, and the addresses of any such units, excluding each natural
13 person owner's principal residence (exemption under subdivision 1 of
14 section 214 of the Real Property Law) _____;
15 C. Unit is located in an owner-occupied housing accommodation with no
16 more than 10 units (exemption under subdivision 2 of section 214 of the
17 Real Property Law) _____;
18 D. Unit is subject to regulation of rents or evictions pursuant to
19 local, state, or federal law (exemption under subdivision 5 of section
20 214 of the Real Property Law) _____;
21 E. Unit must be affordable to tenants at a specific income level pursu-
22 ant to statute, regulation, restrictive declaration, or pursuant to a
23 regulatory agreement with a local, state, or federal government entity
24 (exemption under subdivision 6 of section 214 of the Real Property Law)
25 _____;
26 F. Unit is on or within a housing accommodation owned as a condominium
27 or cooperative, or unit is on or within a housing accommodation subject
28 to an offering plan submitted to the office of the attorney general
29 (exemption under subdivision 7 of section 214 of the Real Property Law)
30 _____;
31 G. Unit is in a housing accommodation that was issued a temporary or
32 permanent certificate of occupancy within the past 30 years (only if
33 building received the certificate on or after January 1st, 2009)
34 (exemption under subdivision 8 of section 214 of the Real Property Law)
35 _____;
36 H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of
37 section 7-108 of the General Obligations Law (exemption under subdivi-
38 sion 9 of section 214 of the Real Property Law) _____;
39 I. Unit is in a hospital as defined in subdivision 1 of section 2801 of
40 the Public Health Law, continuing care retirement community licensed
41 pursuant to Article 46 or 46-A of the Public Health Law, assisted living
42 residence licensed pursuant to Article 46-B of the Public Health Law,
43 adult care facility licensed pursuant to Article 7 of the Social
44 Services Law, senior residential community that has submitted an offer-
45 ing plan to the attorney general, or not-for-profit independent retire-
46 ment community that offers personal emergency response, housekeeping,
47 transportation and meals to their residents (exemption under subdivision
48 10 of section 214 of the Real Property Law) _____;
49 J. Unit is a manufactured home located on or in a manufactured home park
50 as defined in section 233 of the Real Property Law (exemption under
51 subdivision 11 of section 214 of the Real Property Law) _____;
52 K. Unit is a hotel room or other transient use covered by the definition
53 of a class B multiple dwelling under subdivision 9 of section 4 of the
54 Multiple Dwelling Law (exemption under subdivision 12 of section 214 of
55 the Real Property Law) _____;



1 L. Unit is a dormitory owned and operated by an institution of higher
2 education or a school (exemption under subdivision 13 of section 214 of
3 the Real Property Law) _____;

4 M. Unit is within and for use by a religious facility or institution
5 (exemption under subdivision 14 of section 214 of the Real Property Law)
6 _____;

7 N. Unit has a monthly rent that is greater than the percent of fair
8 market rent established in a local law of a village, town, or city,
9 other than New York City, adopting the provisions of Article 6-A of the
10 Real Property Law, known as the New York Good Cause Eviction Law, or 245
11 percent of the fair market rent, as applicable. Fair market rent refers
12 to the figure published by the United States Department of Housing and
13 Urban Development, for the county in which the housing accommodation is
14 located, as shall be published by the Division of Housing and Community
15 Renewal no later than August 1st in any given year. The Division of
16 Housing and Community Renewal shall publish the fair market rent and 245
17 percent of the fair market rent for each unit type for which such fair
18 market rent is published by the United States Department of Housing and
19 Urban Development for each county in New York State in the annual publi-
20 cation required pursuant to subdivision 7 of section 211 of the Real
21 Property Law (exemption under subdivision 15 of section 214 of the Real
22 Property Law) _____;

23 3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,
24 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE
25 SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE
26 THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE
27 LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR
28 PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presump-
29 tively unreasonable if the increase from the prior rent is greater than
30 the lower of: (a) 5 percent plus the annual percentage change in the
31 consumer price index for all urban consumers for all items as published
32 by the United States Bureau of Labor Statistics for the region in which
33 the housing accommodation is located, as published not later than August
34 1st of each year by the Division of Housing and Community Renewal; or
35 (b) 10 percent.) (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

36 A. The rent is not being increased above the threshold for presumptively
37 unreasonable rent increases described above: _____;

38 B. The rent is being increased above the threshold for presumptively
39 unreasonable rent increases described above: _____;

40 B-1: If the rent is being increased above the threshold for presump-
41 tively unreasonable rent increases described above, what is the justifica-
42 tion for the increase:

43 _____
44 _____
45 _____
46 _____

47 4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,
48 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE
49 SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE,
50 WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL
51 APPLICABLE REASONS)

52 A. This unit is exempt from Article 6-A of the Real Property Law, known
53 as the New York State Good Cause Eviction Law, for the reasons stated in
54 response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER
55 ANSWERS TO THIS QUESTION SHOULD BE CHECKED): _____;

1 B. The tenant is receiving this notice in connection with a first lease
2 or a renewal lease, so the landlord does not need to check any of the
3 lawful reasons listed below for not renewing a lease under Article 6-A
4 of the Real Property Law, known as the New York State Good Cause
5 Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUES-
6 TION SHOULD BE CHECKED) _____;
7 C. The landlord is not renewing the lease because the unit is sublet and
8 the sublessor seeks in good faith to recover possession of the unit for
9 their own personal use and occupancy (exemption under subdivision 3 of
10 section 214 of the Real Property Law): _____;
11 D. The landlord is not renewing the lease because the possession, use or
12 occupancy of the unit is solely incident to employment and the employ-
13 ment is being or has been lawfully terminated (exemption under subdivi-
14 sion 4 of section 214 of the Real Property Law): _____;
15 E. The landlord is not renewing the lease because the tenant has failed
16 to pay rent due and owing, and the rent due or owing, or any part there-
17 of, did not result from a rent increase which is unreasonable. A rent
18 increase is presumptively unreasonable if the increase from the prior
19 rent is greater than the lower of: (a) 5 percent plus the annual
20 percentage change in the consumer price index for all urban consumers
21 for all items as published by the United States Bureau of Labor Statis-
22 tics for the region in which the housing accommodation is located, as
23 published not later than August 1st of each year by the Division of
24 Housing and Community Renewal; or (b) 10 percent (good cause for
25 eviction under paragraph a of subdivision 1 of section 216 of the Real
26 Property Law): _____;
27 F. The landlord is not renewing the lease because the tenant is violat-
28 ing a substantial obligation of their tenancy or breaching any of the
29 landlord's rules and regulations governing the premises, other than the
30 obligation to surrender possession of the premises, and the tenant has
31 failed to cure the violation after written notice that the violation
32 must cease within 10 days of receipt of the written notice. For this
33 good cause to apply, the obligation the tenant violated cannot be an
34 obligation that was imposed for the purpose of circumventing the intent
35 of Article 6-A of the Real Property Law, known as the New York State
36 Good Cause Eviction Law. The landlord's rules or regulations that the
37 tenant has violated also must be reasonable and have been accepted in
38 writing by the tenant or made a part of the lease at the beginning of
39 the lease term (good cause for eviction under paragraph b of subdivision
40 1 of section 216 of the Real Property Law): _____;
41 G. The landlord is not renewing the lease because the tenant is either
42 (a) committing or permitting a nuisance on the unit or the premises; (b)
43 maliciously or grossly negligently causing substantial damage to the
44 unit or the premises; (c) interfering with the landlord's, another
45 tenant's, or occupants of the same or an adjacent building or struc-
46 ture's comfort and safety (good cause for eviction under paragraph c of
47 subdivision 1 of section 216 of the Real Property Law): _____;
48 H. The landlord is not renewing the lease because the tenant's occupancy
49 of the unit violates law and the landlord is subject to civil or crimi-
50 nal penalties for continuing to let the tenant occupy the unit. For this
51 good cause to apply, a state or municipal agency having jurisdiction
52 must have issued an order requiring the tenant to vacate the unit. No
53 tenant shall be removed from possession of a unit on this basis unless
54 the court finds that the cure of the violation of law requires the
55 removal of the tenant and that the landlord did not, through neglect or
56 deliberate action or failure to act, create the condition necessitating

1 the vacate order. If the landlord does not try to cure the conditions
2 causing the violation of the law, the tenant has the right to pay or
3 secure payment, in a manner satisfactory to the court, to cure the
4 violation. Any tenant expenditures to cure the violation shall be
5 applied against rent owed to the landlord. Even if removal of a tenant
6 is absolutely essential to the tenant's health and safety, the tenant
7 shall be entitled to resume possession at such time as the dangerous
8 conditions have been removed. The tenant also retains the right to
9 bring an action for monetary damages against the landlord or to other-
10 wise compel the landlord to comply with all applicable state or municipi-
11 pal housing codes (good cause for eviction under paragraph d of subdivi-
12 sion 1 of section 216 of the Real Property Law): _____;

13 I. The landlord is not renewing the lease because the tenant is using or
14 permitting the unit or premises to be used for an illegal purpose (good
15 cause for eviction under paragraph e of subdivision 1 of section 216 of
16 the Real Property Law): _____;

17 J. The landlord is not renewing the lease because the tenant has unrea-
18 sonably refused the landlord access to the unit for the purposes of
19 making necessary repairs or improvements required by law or for the
20 purposes of showing the premises to a prospective purchaser, mortgagee,
21 or other person with a legitimate interest in the premises (good cause
22 for eviction under paragraph f of subdivision 1 of section 216 of the
23 Real Property Law): _____;

24 K. The landlord is not renewing the lease because the landlord seeks in
25 good faith to recover possession of the unit for the landlord's personal
26 use and occupancy as the landlord's principal residence, or for the
27 personal use and occupancy as a principal residence by the landlord's
28 spouse, domestic partner, child, stepchild, parent, step-parent,
29 sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The
30 landlord can only recover the unit for these purposes if there is no
31 other suitable housing accommodation in the building that is available.
32 Under no circumstances can the landlord recover the unit for these
33 purposes if the tenant is (a) 65 years old or older; or (b) a "disabled
34 person" as defined in subdivision 6 of section 211 of the Real Property
35 Law. To establish this good cause in an eviction proceeding, the land-
36 lord must establish good faith to recover possession of a housing accom-
37 modation for the uses described herein by clear and convincing evidence
38 (good cause for eviction under paragraph g of subdivision 1 of section
39 216 of the Real Property Law): _____;

40 L. The landlord is not renewing the lease because the landlord in good
41 faith seeks to demolish the housing accommodation. To establish this
42 good cause in an eviction proceeding, the landlord must establish good
43 faith to demolish the housing accommodation by clear and convincing
44 evidence (good cause for eviction under paragraph h of subdivision 1 of
45 section 216 of the Real Property Law): _____;

46 M. The landlord is not renewing the lease because the landlord seeks in
47 good faith to withdraw the unit from the housing rental market. To
48 establish this good cause in an eviction proceeding, the landlord must
49 establish good faith to withdraw the unit from the rental housing market
50 by clear and convincing evidence (good cause for eviction under para-
51 graph i of subdivision 1 of section 216 of the Real Property Law): _____;

52 N. The landlord is not renewing the lease because the tenant has failed
53 to agree to reasonable changes at lease renewal, including reasonable
54 increases in rent, and the landlord gave written notice of the changes
55 to the lease to the tenant at least 30 days, but no more than 90 days,
56 before the current lease expired. A rent increase is presumptively

1 unreasonable if the increase from the prior rent is greater than the
2 lower of: (a) 5 percent plus the annual percentage change in the consum-
3 er price index for all urban consumers for all items as published by the
4 United States Bureau of Labor Statistics for the region in which the
5 housing accommodation is located, as published by August 1st of each
6 year by the Division of Housing and Community Renewal; or (b) 10 percent
7 (good cause for eviction under paragraph j of subdivision 1 of section
8 216 of the Real Property Law): .

9 § 4. Subdivision 2 of section 711 of the real property actions and
10 proceedings law, as amended by section 12 of part M of chapter 36 of the
11 laws of 2019, is amended to read as follows:

12 2. The tenant has defaulted in the payment of rent, pursuant to the
13 agreement under which the premises are held, and a written demand of the
14 rent has been made with at least fourteen days' notice requiring, in the
15 alternative, the payment of the rent, or the possession of the premises,
16 has been served upon [him] the tenant as prescribed in section seven
17 hundred thirty-five of this article. The fourteen-day notice shall
18 append or contain the notice required pursuant to section two hundred
19 thirty-one-c of the real property law, which shall state the following:
20 (i) if the premises are or are not subject to article six-A of the real
21 property law, the "good cause eviction law", and if the premises are
22 exempt, such notice shall state why the premises are exempt from such
23 law; (ii) if the landlord is not renewing the lease for a unit subject
24 to article six-A of the real property law, the lawful basis for such
25 non-renewal; and (iii) if the landlord is increasing the rent upon an
26 existing lease of a unit subject to article six-A of the real property
27 law above the applicable local rent standard, as defined in subdivision
28 eight of section two hundred eleven of the real property law, the justi-
29 fication for such increase. Any person succeeding to the landlord's
30 interest in the premises may proceed under this subdivision for rent due
31 [his] such person's predecessor in interest if [he has] such person has
32 a right thereto. Where a tenant dies during the term of the lease and
33 rent due has not been paid and the apartment is occupied by a person
34 with a claim to possession, a proceeding may be commenced naming the
35 occupants of the apartment seeking a possessory judgment only as against
36 the estate. Entry of such a judgment shall be without prejudice to the
37 possessory claims of the occupants, and any warrant issued shall not be
38 effective as against the occupants.

39 § 5. Section 741 of the real property actions and proceedings law is
40 amended by adding two new subdivisions 5-a and 5-b to read as follows:

41 5-a. Append or incorporate the notice required pursuant to section
42 two hundred thirty-one-c of the real property law, which shall state the
43 following: (i) if the premises are or are not subject to article six-A
44 of the real property law, the "good cause eviction law", and if the
45 premises are exempt, such petition shall state why the premises are
46 exempt from such law; (ii) if the landlord is not renewing the lease for
47 a unit subject to article six-A of the real property law, the lawful
48 basis for such non-renewal; and (iii) if the landlord is increasing the
49 rent upon an existing lease of a unit subject to article six-A of the
50 real property law above the applicable local rent standard, as defined
51 in subdivision eight of section two hundred eleven of the real property
52 law, the justification for such increase.

53 5-b. If the petitioner claims exemption from the provisions of article
54 six-A of the real property law pursuant to subdivision one of section
55 two hundred fourteen of the real property law, append or incorporate the

1 information required pursuant to subdivision one of section two hundred
2 fourteen of the real property law.

3 § 6. Severability. If any provision of this act, or any application of
4 any provision of this act, is held to be invalid, that shall not affect
5 the validity or effectiveness of any other provision of this act, or of
6 any other application of any provision of this act, which can be given
7 effect without that provision or application; and to that end, the
8 provisions and applications of this act are severable.

9 § 7. This act shall take effect immediately and shall apply to actions
10 and proceedings commenced on or after such effective date; provided,
11 however, that:

12 (a) sections two, three, four, and five of this act shall take effect
13 on the one hundred twentieth day after this act shall have become a law;

14 (b) this act shall expire and be deemed repealed on June 15, 2034; and

15 (c) any local law as may be enacted pursuant to subdivision 1 of 213
16 of article 6-A of the real property law established by section one of
17 this act shall remain in full force and effect only until June 15, 2034.

18 Effective immediately, the addition, amendment, and/or repeal of any
19 rule or regulation necessary for the implementation of this act on its
20 effective date are authorized to be made and completed on or before such
21 date.

22

PART II

23 Section 1. The opening paragraph of section 711 of the real property
24 actions and proceedings law, as amended by section 12 of part M of chap-
25 ter 36 of the laws of 2019, is amended to read as follows:

26 A tenant shall include an occupant of one or more rooms in a rooming
27 house or a resident, not including a transient occupant, of one or more
28 rooms in a hotel who has been in possession for thirty consecutive days
29 or longer. A tenant shall not include a squatter. For the purposes of
30 this section, a squatter is a person who enters onto or intrudes upon
31 real property without the permission of the person entitled to
32 possession, and continues to occupy the property without title, right or
33 permission of the owner or owner's agent or a person entitled to
34 possession. In the event of a conflict between the provisions regarding
35 squatters of this section and the provisions of subdivision three of
36 section seven hundred thirteen of this article, the provisions of
37 section seven hundred thirteen of this article shall be controlling. No
38 tenant or lawful occupant of a dwelling or housing accommodation shall
39 be removed from possession except in a special proceeding. A special
40 proceeding may be maintained under this article upon the following
41 grounds:

42 § 2. This act shall take effect immediately.

43

PART JJ

44 Section 1. Section 421-a of the real property tax law is amended by
45 adding a new subdivision 18 to read as follows:

46 18. (a) For the purposes of this subdivision:

47 (i) "Agency" shall have the same meaning as in subparagraph (xvi) of
48 paragraph (a) of subdivision sixteen of this section.

49 (ii) "Audit" shall mean any audit of an eligible property performed by
50 the agency under the program created by the agency pursuant to paragraph
51 (b) of this subdivision.