

January 28, 2025

**CLIENT ALERT –**  
**Introduction to and Applicability of the Good Cause Eviction Law**

Dear Clients and Friends:

Recently the New York State Legislature passed the Good Cause Eviction Law in NY CLS Real P, Art. 6-A §§ 210-218. The Good Cause Eviction Law is an “opt-in” law meaning that a municipality must adopt it by local law for the new law to be enforced.<sup>1</sup> However, even if a local municipality has not adopted the Good Cause Eviction Law, the law (throughout all of New York State) requires a landlord to include a “Good Cause Eviction Law notice” with any initial lease, renewal lease, notice of rent increase, and/or notice related to eviction. Currently, no municipality in Broome County has adopted the Good Cause Eviction Law. Therefore, other than the “Good Cause Eviction Law notice,” none of the other requirements of the current law apply to Broome County landlords.

While the City of Binghamton is currently considering the adoption of the Good Cause Eviction Law; Binghamton City Council has adjourned the discussion on the issue in order to hold a public hearing on its possible adoption.<sup>2</sup>

If the Good Cause Eviction Law is adopted by a municipality, a tenant cannot simply be evicted at the end of their lease. Instead, a landlord’s right to evict a tenant will be restricted in several ways. The law requires that a landlord must have a statutorily specified reason to evict. A landlord will no longer be able to evict a month-to-month tenant by giving the requisite notice. Nor will a landlord be able to evict a tenant at the end of the tenant’s lease unless the landlord has grounds to evict the tenant as specified by the Good Cause Eviction Law. Therefore, the Good Cause Eviction Law significantly restricts a property owner’s right to control their rental property.

**What does the Good Cause Eviction Law do?**

If adopted by a municipality, the Good Cause Eviction Law enacts a number of changes to the eviction process. As referenced above, regardless of whether the Good Cause Eviction Law has been adopted in a given jurisdiction, a landlord must include a Good Cause Eviction Law notice with any initial lease, renewal lease, notice of rent increase, or notice related to an eviction. Generally speaking, The Good Cause Eviction Law defines what constitutes good cause, entitling a landlord to evict a tenant.

For rental units subject to the Good Cause Eviction Law, the law caps annual rent increases at 10% or 5% plus the Consumer Price Index percentage, whichever figure is lower. In New York City, for example, the rate of inflation is 3.82%, and therefore, the local rent standard for a rental increase is 8.82%; any rent increase above 8.82% could be found unreasonable and unenforceable by a Court.<sup>3</sup>

<sup>1</sup> For all references to the provisions of the Good Cause Eviction Law, see NY CLS Real P, Art. 6-A §§ 210-218, 231-c.

<sup>2</sup> Binghamton weighs ‘Good Cause’ eviction: What you need to know, Binghamton Press & Sun Bulletin. <https://www.pressconnects.com/story/news/local/2024/12/18/good-cause-eviction-stirs-housing-debate-in-binghamton/77044331007/>.

<sup>3</sup> New York City Housing, Preservation & Development, <https://www.nyc.gov/site/hpd/services-and-information/good-cause-eviction.page#:~:text=The%20Good%20Cause%20Eviction%20law%20establishes%20a%20E2%80%9Clocal%20rent%20standard,a%20maximum%20of%2010%25%20total.>

## **Are any Broome County Municipalities Considering Adopting the Good Cause Eviction Law?**

To date, no municipality in Broome County has adopted the Good Cause Eviction Law. However, the City of Binghamton is now considering adoption of the Good Cause Eviction Law.

## **Which Municipalities have Adopted the Good Cause Eviction Law?**

The Good Cause Eviction Law applies to New York City. There have also been a number of New York State municipalities that have adopted the Good Cause Eviction Law, including: City of Albany; City of Kingston; City of Ithaca; City of Poughkeepsie; City of Beacon; City of Newburgh; Village of Nyack; City of Hudson; Village of New Paltz; City of Rochester; Town of Fishkill; Village of Catskill; and Village of Croton-on-Hudson.<sup>4</sup>

## **What are the “Good Causes” Required to Evict a Tenant?**

The Good Cause Eviction Law enumerates the grounds that a landlord must have in order to evict a tenant. The grounds are as follows:

- The tenant has failed to pay rent due and owing to the landlord, unless the rent owed is from an unreasonable rental increase, in defiance of the percent increase discussed above;
- The tenant has violated a substantial obligation of their tenancy or has breached any of the landlord’s rules and regulations governing the premises;
- The tenant is committing or permitting a nuisance, or is maliciously or by reason of gross negligence substantially damaging the housing accommodation, or causing substantial damage elsewhere in the building or on the real property, or the tenant’s conduct interferes with the comfort and safety of the landlord or other tenants or occupants of the building, or the tenant’s occupation of the housing accommodation is a violation of law which subjects the landlord to civil or criminal penalties;
- The tenant is using the rental for illegal purposes;
- The tenant unreasonably refused the landlord from accessing the property to make necessary repairs or improvements;
- The landlord seeks to recover the property for use as a personal residence or for the landlord’s family’s use as a personal residence;
- The landlord seeks to demolish the property, in good faith;
- The landlord seeks to withdraw the property from the housing rental market, in good faith; and
- The tenant fails to agree to reasonable changes to a lease at renewal.

If a landlord seeks to evict a tenant for one of the above enumerated reasons, the landlord will continue to have the burden of proof to substantiate and justify the eviction. This may include requiring testimony and/or other evidence in support the underlying Petition.

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<sup>4</sup> New York State’s Good Cause Eviction Law, New York State Association of REALTORS, Inc., <https://www.nysar.com/advocacy/new-york-states-good-cause-eviction-law/>.

## Are there Exceptions to the Good Cause Eviction Law?

The Good Cause Eviction Law applies to most “housing accommodations,” except for the following:

- Premises owned by a “small landlord” which, as defined in the Good Cause Eviction Law, is any owner of no more than 10 units in the state or a specific number of units in the state designated by local law (for example, the City of Ithaca has defined a “small landlord” as any owner of no more than 1 unit);<sup>5</sup>
- Owner-occupied housing accommodation with no more than 10 units;
- Units that are being sublet where the sublessor seeks to recover possession of the unit for their own personal use and occupancy;
- Unit where the possession, use or occupancy is solely incident to employment and the employment is being or has been lawfully terminated;
- Units that are subject to regulation of rents (rent-regulated) or evictions pursuant to local, state, or federal law, rule, or regulation;
- Unit which must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity;
- Condominium or cooperative units;
- Units on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general;
- Units where a certificate of occupancy was issued on or after January 1, 2009, for a period of time of 30 years following issuance of such certificate;
- Seasonal use dwelling units;
- Housing accommodations in a hospital, continuing care retirement community, assisted living residence, adult care facility, senior residential community that have submitted an offering plan to the attorney general, and not-for-profit independent retirement community that offer personal emergency response, housekeeping, transportation, and meals to their residents;
- Manufactured home located on or in a manufactured home park;
- Hotel rooms;
- Dormitory owned and operated by a school;
- Housing accommodation within and for use by a religious facility or institution; and
- Units where the monthly rent is greater than 245% of the fair market rent, as determined by the US Department of Housing and Urban Development (HUD).

## Conclusion:

The guidance that the NYS Real Property Actions and Proceedings Law provided is currently in a state of flux. The rules and procedures that govern eviction proceedings and landlord rights in New York State has created a new landscape that harbors a number of new directives; the pragmatic effect of which will continue to impact landlords across the state.

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<sup>5</sup> City council overwhelmingly passes “good-cause” eviction after heated debate, The Ithaca Voice, <https://ithacavoices.org/2024/07/city-council-overwhelmingly-passes-good-cause-eviction-after-heated-debate/>.

## Do you have any Questions Regarding your Lease Agreements?

Hinman, Howard & Kattell, LLP can assist you. If you would like us to assist you with your Lease Agreements, contact us and engage us for that purpose.

This information is not legal advice and may not be suitable for all client situations. This Client Alert provides general information and does not outline all of the important considerations related thereto.

This Client Alert is not a substitute for legal guidance. As always, if we can be of assistance with these programs or any other matters, please do not hesitate to contact your HH&K attorney.

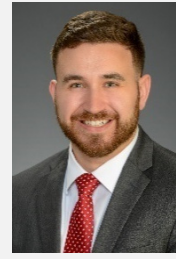
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