



## ADLER & STACHENFELD LLP™

### Good Cause Eviction Summary

Landlords cannot remove any tenant through any means, such as eviction or failure to renew a lease, except in instances of good cause.

<u>Instances of Good Cause:</u>	<u>Landlord Exceptions To Good Cause:</u>
<ul style="list-style-type: none"><li>(a) Tenant's failure to pay rent, as long as such failure does not result from an "unreasonable rental increase." Unreasonable increase = rent greater than the lesser of 10% or 5% + CPI.</li><li>(b) Tenant's violation of a substantial obligation of their tenancy, or tenant's breach of landlord's rules and regulations, provided that tenant fails to cure such violation or breach after receiving written notice of the same.</li><li>(c) Tenant, whether in the housing unit or elsewhere in the building, is committing or permitting a nuisance, maliciously or by reason of gross negligence damaging the premises or interfering with the comfort and safety of others</li><li>(d) Tenant's occupancy violates a law and landlord, as a result, is subject to civil or criminal penalties, provided that a state or municipal agency has issued a vacate order.</li><li>(e) Tenant is using or permitting use of the premises for an illegal purpose</li><li>(f) Tenant unreasonably refuses landlord access to make necessary repairs required by law or for purposes of showing the property for a legitimate reason (e.g. sale, appraisal, etc.).</li><li>(g) Landlord seeks in good faith to recover possession of the premises for landlord's own use, or for the use of landlord's family member when no other option is available, as long as tenant is not 65 years of age or older and tenant is not disabled.</li><li>(h) Landlord seeks in good faith to demolish the property.</li><li>(i) Landlord seeks in good faith to withdraw the property from the rental market</li><li>(j) Tenant fails to agree to reasonable changes to the terms of the lease at the time of renewal, provided written notice of proposed changes was given to the tenant between 30-90 days in advance of lease expiration.</li></ul>	<ul style="list-style-type: none"><li>1. Landlords owning ten units or less</li><li>2. Owner-occupied housing with no more than ten units</li><li>3. Subleased units in which the sublessor is seeking recovery of possession of the premises.</li><li>4. Housing incident to employment where such employment has been terminated</li><li>5. Units that are already subject to rental regulation under another statutory framework.</li><li>6. Affordable housing units</li><li>7. Condominiums and co-ops subject to offering plans submitted to the attorney general.</li><li>8. Housing units that received a temporary or permanent certificate of occupancy on or after January 1, 2009 – <i>these units are exempt from the good cause eviction law for thirty years from the date of issuance of such certificate.</i></li><li>9. Seasonal use dwellings</li><li>10. Retirement communities and assisted living residences subject to an offering plan submitted to the attorney general.</li><li>11. Mobile homes</li><li>12. Hotels/Class B multiple dwellings</li><li>13. Dormitories</li><li>14. Religious housing</li><li>15. Housing outside of NYC where the monthly rent is greater than a percentage established by such municipality of 'fair market rent' as provided by HUD and published by DHCR each year by August 1. If no such percentage is established, then the default percentage is 245% of the fair market rent.</li></ul>