

Understanding New York City's Good Cause Eviction Law: Requirements, Implications, and Developments

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The Good Cause Eviction Law (GCEL), enacted under Article 6-A of the New York Real Property Law (§§ 210–231-c), marks a significant shift in New York's landlord-tenant laws. Effective April 20, 2024, the GCEL introduces broad protections for tenants by restricting evictions and capping rent increases in unregulated rental units within New York City and opt-in municipalities.

I. Background and Purpose

The legislation comes at a pivotal time, addressing housing insecurity exacerbated by pandemic-era economic pressures. To fully appreciate the GCEL's impact, it is essential to view it within the broader context of New York's legislative reforms, particularly following the passage of the Housing Stability and Tenant Protection Act of 2019 (HSTPA), which significantly curtailed landlord power and expanded tenant rights.¹

The GCEL moves away from New York's traditional presumption of at-will tenancies toward a model that favors lease renewal continuity, so long as tenants fulfill reasonable obligations. By redefining the conditions under which a landlord may evict a tenant or refuse to renew a lease, the law seeks to foster long-term housing stability in a state where rising rents and limited housing supply have become persistent concerns.²

II. Legal Framework

A. Defining 'Good Cause'

Under the GCEL, a landlord may only seek eviction or decline to renew a lease for statutorily defined "good cause." These grounds include nonpayment of rent (except where a rent increase is deemed unreasonable), material violations of lease terms, nuisance or illegal conduct, denial of lawful access to the property, legitimate owner occupancy needs (subject to protections for elderly or disabled tenants), or the permanent withdrawal of the unit from the rental market.³

Notably, tenants over the age of 65 and those with qualifying disabilities enjoy heightened protections against owner-occupancy evictions, reflecting the Legislature's concern for vulnerable tenant populations.⁴

B. Covered Units

GCEL coverage is extensive but not all-encompassing. It applies primarily to rental units built before 2009 and

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owned by landlords who possess more than 10 residential units statewide. Exemptions are carved out for owner-occupied buildings with 10 units or fewer, condominiums and cooperatives, subsidized housing, and apartments whose rents exceed 245% of the local Fair Market Rent (FMR).⁵ For covered units, GCEL creates an enforceable right to lease renewal absent a valid showing of "good cause," departing sharply from the traditional model where leases automatically expired without requiring landlord justification.⁶

The law also imposes substantial procedural obligations on landlords. Pursuant to amendments to Real Property Actions and Proceedings Law (RPAPL) § 741, any petition to recover possession must affirmatively state whether GCEL applies and must plead facts establishing good cause for removal. As of August 18, 2024, landlords must also include GCEL disclosures in initial leases, lease renewal and non-renewal notices, rent increase notices, and eviction petitions. A failure to comply with these notice requirements may result in adjournment or dismissal of the eviction proceeding.⁷

C. Local Adoption

Outside of New York City, GCEL's applicability depends on local government opt-ins. Beginning in the fall of 2024, several municipalities adopted their own versions of GCEL. Albany was the first to enact a local good cause eviction law in October 2024, followed by Kingston in November 2024, and Ithaca in December 2024. Hudson adopted its ordinance in February 2025, with Poughkeepsie joining in March 2025. Beacon and Nyack are currently considering local versions, with pending legislation as of April 2025.⁸ These local variations create a patchwork of tenant protections across the state and necessitate careful jurisdiction-specific analysis by legal practitioners.

D. Notice Requirements

In addition to disclosure obligations during eviction proceedings, GCEL also requires that tenants receive clear written notice regarding their rights under the law. Government agencies and landlords must provide fact sheets or written statements informing tenants about the protections against eviction absent good cause and the limits placed on rent increases. These notices must also explain how rent caps are determined by reference to local FMRs published by the U.S. Department of Housing and Urban Development (HUD) for each county. The FMR values are updated annually and municipalities applying good cause protections often adopt caps set at a multiple of these rates, frequently 245% or 345% of the applicable FMR.⁹

E. Limitations on Rent Increases

Another significant feature of the GCEL is its rent increase limitation provision. Under Real Property Law § 231-c, a rent increase is presumptively unreasonable if it exceeds either 10% or 5% plus the regional Consumer Price Index (CPI) over a 12-month period, whichever is lower. However, landlords may rebut this presumption by demonstrating substantial increases in operating expenses, including higher property taxes, rising utility costs, or major capital improvements.¹⁰

III. Judicial Interpretation

Since its effective date, courts have begun grappling with the GCEL's application and boundaries, often emphasizing the law's heightened procedural and substantive requirements. In *RP Wimbledon Owner, LLC v. Chisholm*, the civil court in New York County dismissed a landlord's eviction petition because the notice of non-renewal failed to allege specific facts showing good cause, affirming the necessity for detailed factual pleading under the new law.¹¹ The court held that simply asserting "nonpayment" or "breach" without elaborating on dates, amounts, or specific tenant conduct is insufficient to withstand a motion to dismiss. The decision signals that courts will closely scrutinize landlord pleadings and will not permit conclusory allegations to satisfy the good cause standard.

Meanwhile, cases like *Sin Hang Lau v. Yun He Zheng* clarified that GCEL does not apply retroactively to proceedings initiated before April 20, 2024.¹² In *Sin Hang Lau*, the Kings County Civil Court ruled that the landlord's petition, filed prior to GCEL's effective date, was governed by pre-GCEL standards, even though subsequent motions and litigation occurred after the law took effect. The court further permitted amendment of the petition to correct technical deficiencies, provided that the tenant was not prejudiced, il-

lustrating a judicial willingness to balance procedural fairness with statutory compliance.

Other decisions, such as *Doc Realty Management Inc. v. Morales*, have emphasized the procedural rigor the GCEL demands.¹³ In *Morales*, the Civil Court of Queens County rejected a landlord's argument that service of the termination notice before April 20, 2024 exempted the case from GCEL requirements. The court instead focused on the date the holdover petition was filed, May 7, 2024, which was within GCEL's effective period. The case clarified that GCEL's applicability hinges on the commencement date of the legal proceeding itself, not on when preliminary notices were served, thereby closing a potential loophole landlords might have attempted to exploit.

Additionally, courts have begun addressing substantive nuances arising under the GCEL framework. Early decisions suggest that courts will demand landlords not only plead sufficient facts but also prove them at trial through competent evidence. In cases involving alleged rent increases, courts are likely to require landlords to substantiate increases with documentation such as tax bills, utility invoices, or records of capital improvements. Mere assertions of rising costs, unsupported by evidence, will not be sufficient to defeat tenant defenses based on unreasonable rent hikes.

As the caselaw develops, these early decisions are setting precedents regarding the GCEL's reach, the specificity required in pleadings, and the evidence landlords must marshal to satisfy their burden. Courts appear ready to enforce the law strictly, requiring landlords to demonstrate both procedural compliance and substantive justification at each stage of litigation. In turn, these rulings are already shaping landlord strategies and signaling a new era of heightened judicial oversight in residential eviction matters.

IV. Practical Implications

For landlords, the GCEL dramatically alters both substantive and procedural strategies. Property owners must now adopt heightened documentation practices to justify rent increases and evictions, revise their lease forms to include GCEL-compliant notices, and rigorously track compliance obligations across their portfolios. The stakes are high as failure to properly plead or prove good cause will likely result in dismissal.

For tenants, the GCEL codifies new defenses against eviction and rent increases. Tenant advocacy organizations are a resource for renters to learn more about asserting statutory defenses in holdover and nonpayment proceedings.

For legal practitioners, effective compliance with the GCEL requires a precise understanding of evolving local laws,

procedural pleading requirements, and rent reasonableness standards. Attorneys must closely track municipal adoption trends, as local adjustments to FMR multipliers or exemption thresholds can significantly impact case outcomes. To support compliance efforts, legal professionals should consult the following checklist:

- Confirm GCEL applicability based on the building type, landlord ownership status, and rent amount;
- Incorporate required GCEL disclosures into all initial leases, lease renewals, rent increase notices, and termination notices;
- Collect and preserve documentation supporting rent increases (e.g., property tax bills, utility invoices, capital improvement receipts);
- Ensure that eviction petitions affirmatively plead and specify a qualifying good cause basis;
- Verify whether tenants qualify for exemptions based on age or disability status;
- Regularly monitor municipal opt-in activity to identify and adjust for local rule variations; and
- Maintain comprehensive tenant records to substantiate claims involving lease violations or nuisance conduct.¹⁴

V. Looking Ahead

In addition to these practical considerations, the GCEL is poised to generate significant constitutional litigation. Landlord groups have already signaled potential challenges under the contracts clause, arguing that GCEL unlawfully impairs preexisting contractual rights between landlords and tenants, although no case on point has yet moved forward. Others may pursue claims under the takings clause, contending that GCEL constitutes a regulatory taking without just compensation by restricting owner use of property.¹⁵ Due process claims are also likely, with litigants arguing that GCEL's standards for rent increases and eviction defenses are unconstitutionally vague or deprive landlords of fair notice. While no appellate courts have yet ruled on the GCEL's constitutionality, these arguments are likely to feature prominently in future litigation, potentially reshaping the law's trajectory.¹⁶

In sum, the Good Cause Eviction Law represents a transformative development in New York's housing regulation landscape. More than a minor regulatory tweak, GCEL rebalances the landlord-tenant relationship by embedding statutory lease renewal rights, rent increase limitations, and procedural protections into New York real property law. As courts continue to interpret the statute, and as municipalities opt in or adapt their own versions, both landlords and tenants must navigate this shifting area with vigilance.



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Endnotes

1. *Housing Stability and Tenant Protection Act of 2019*, 2019 N.Y. Sess. Laws ch. 36 (codified in sections of N.Y. Real Prop. Law and N.Y. Real Prop. Acts Law).
2. Press Release, Office of the New York State Attorney General, Attorney General James' Statement on Passage of Good Cause Eviction Bill (Apr. 20, 2024), <https://ag.ny.gov/press-release/2024/good-cause-eviction-law>.
3. N.Y. Real Prop. Law § 216 (McKinney 2024).
4. N.Y. Real Prop. Law § 216(5)(a)-(b) (McKinney 2024).
5. N.Y. Real Prop. Law § 214(2)-(3) (McKinney 2024).
6. N.Y. Real Prop. Law § 215 (McKinney 2024).
7. N.Y. Real Prop. Acts Law § 741(5-b) (McKinney 2024).
8. See, e.g., Albany, N.Y., Local Law No. R-4-74 (Oct. 2024); Kingston, N.Y., Local Law No. 7 (Nov. 2024); Ithaca, N.Y., Local Law No. 5 (Dec. 2024).
9. New York State Homes and Community Renewal, Good Cause Eviction Fact Sheet (Apr. 23, 2025), <https://www.nyc.gov/assets/hpd/downloads/pdfs/services/gce-fact-sheet-04.23.25-update.pdf>.
10. N.Y. Real Prop. Law § 231-c (McKinney 2024).
11. *RP Wimbledon Owner, LLC v. Chisholm*, ___ Misc 3d ___, 2025 N.Y. Slip Op. 25071 [2025].
12. *Sin Hang Lau v. Yun He Zheng*, ___ Misc. 3d ___, 225 N.Y.S.3d 854, 2025 N.Y. Slip Op. 25001 [2025].
13. *Doc Realty Mgt. Inc. v. Morales*, 85 Misc 3d 389 [Civ Ct, Queens County 2024].
14. NYC Department of Housing Preservation and Development, Good Cause Eviction Law Overview (Apr. 2024), <https://www.nyc.gov/site/hpd/services-and-information/good-cause-eviction.page>.
15. *Cf. Community Hous. Improvement Program v. City of NY*, 59 F.4th 540 [2d Cir 2023].
16. Nate Raymond, *U.S. Supreme Court Won't Hear Challenge to Rent Stabilization Laws*, Reuters (Feb. 20, 2024), <https://www.reuters.com/legal/us-supreme-court-wont-hear-challenge-rent-stabilization-laws-2024-02-20/>.