

HOUSING LAW:
**A NEW LEASE ON STABILITY: GOOD CAUSE
EVICTION SEEKS A BALANCE BETWEEN TENANT
PROTECTIONS & PROPERTY RIGHTS IN NEW YORK
STATE**

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INTRODUCTION

On the eve of the global COVID-19 pandemic, the Housing Stability and Tenant Protection Act of 2019 greatly changed the legal landscape, affecting landlord and tenant relationships in New York State. Under this change, the timeline for summary proceeding evictions increased greatly, and requirements became more rigid for bringing these actions. Tenant protections exponentially increased during the COVID-19 pandemic as federal and state moratoriums were quickly passed into law on a temporary basis, and government assistance programs were created to help renters and homeowners weather the storm when they faced employment challenges. To confront the public health crisis, New York took a gradual approach to heighten quarantine standards designed to meet the needs of social distancing in efforts to quell the spread of the virus in one of the country's most populous states. These policies and programs were designed to assist stakeholders on both sides of the landlord-tenant relationship. Notably, the emergency rental assistance program provided millions of dollars to landlords in lieu of regular rent payments from tenants who did not have the means to pay.

The expert changes and the COVID-era programs brought an unprecedented barrage of changes to the legal landscape that had remained relatively quiet. While the authors ponder how this phenomenon will be looked back upon, we recognize that our colleagues, much like us, are trying to navigate and innovate in ways where all can find success. Success is the crook of Good Cause Eviction and calling it Good Cause Eviction is not only polarizing, but potentially misleading. We urge stakeholders to approach the concept carefully, as "Good Cause" is a legal term of art. In practice, we continue to find that stakeholders are triggered by the concept without understanding that the term is not subjective. Rather, it is defined specifically by the words of the statute. Moreover, each municipality adopting such legislation has the ability to tailor the statutory language to meet local needs and objectives, so stakeholders should consider that the parameters of "Good Cause Eviction" may change between jurisdictions.

Having represented both landlords and tenants, we acknowledge that this legal scheme appears to support only the renters and occupants, but by shifting rights that apply when landlord and tenant relationships end, innovation will work its way from the dissolution phase forward, and inform how good landlord and tenant relationships start, what they should involve during the course of their relationship, and

help guide expectations and standards when any stakeholders are considering entering into a residential rental relationship.

New York is diverse in economics, geography, and urban density. In some communities, homeownership is far from the norm and rental housing is more common. In other communities, such as more rural areas, residential rental property has never existed. Good Cause Eviction laws are an extension of sweeping tenant protections, and the laws are an opportunity for innovation that the legislature has acknowledged to be appropriate for some communities today.

We aim to provide an overview of these changes to assist practitioners who are learning to operate with these laws while also providing insight to practitioners and policymakers who are faced with the challenge of determining if adopting Good Cause Eviction is the right fit for their community.

While adoption of Good Cause Eviction may not be in the best interest of every community, we posit that each municipality should consider the adoption of Good Cause Eviction. Rental-dense municipalities that adopt Good Cause Eviction will provide greater protection to renters. Municipalities with differing priorities can use the same laws to protect local buyers and sellers by providing a different stabilizing force: dissuading corporate investment.

I. ORIGINS OF SUMMARY PROCEEDINGS AND THE ROAD TO GOOD CAUSE

In New York City, over half of households are renters.¹ In Syracuse, 26.2% of households rent their property.² In 2024, there were approximately 11,279 rental properties in the City of Syracuse.³

The history of landlord-tenant law can be traced back to the colonial period. Under the common law, leases were feudal. Indeed, the very word “landlord” hearkens to the days of the landed gentry,

1. See Jamie Forbes, *New York Has One of the Highest Rentership Rates in the U.S. – Here’s Why*, RENT (Aug. 5, 2024), <https://www.rent.com/research/new-york-ny-rentership-rates> (on file with Syracuse Law Review).

2. See Lily Katz & Sheharyar Bokhari, *Renter Nation: America’s Renter Population is Growing Three Times Faster Than Its Homeowner Population Amid Rise in Homebuying Costs*, REDFIN NEWS (Aug. 2, 2024), <https://www.redfin.com/news/renter-household-growth-2024> (on file with Syracuse Law Review).

3. See Jordyn Grady & Aishwarya Pathak, *Local/Non-Local Landlords & Property Code Violations: Creating Safe and Healthy Living Conditions for Syracuse’s Renters*, OPEN DATA SYRACUSE, <https://data.syr.gov/pages/project-local-vs-non-local> (on file with Syracuse Law Review).

yeomen, and peasantry in Britain.⁴ The land that would later be named “New York” underwent ownership changes during the colonial period, resulting in its property law deriving from the Dutch, the West India Company, and finally the British.⁵

The American legal system quickly prioritized property ownership,⁶ and landlord-tenant relations were handled by the states and local agencies.⁷ The federal government became involved with the National Housing Act of 1934 and the establishment of the Federal Housing Administration. New York adopted the Real Property Law, as well as the New York State Human Rights Law and the New York State Civil Rights Law. In addition to these state protections, the Americans with Disabilities Act and the Fourteenth Amendment of the United States Constitution guarantee equal protection under the law. Perhaps the largest recent contribution to landlord-tenant law was the adoption of the Housing Stability and Tenant Protection Act of 2019 (“HSTPA”).⁸ These sources of law create a corpus for landlord-tenant law in summary proceedings.

Eviction cases in New York may be brought as summary proceedings. A summary proceeding is not a plenary action and therefore is considered a “special proceeding” and is subject to Article 4 of the Civil Practice Law and Rules (“CPLR”) to the extent that CPLR Article 4 does not conflict with Article 7 of the Real Property Actions and Proceedings Law (“RPAPL”).⁹ The legislative intent of summary

4. See Jack Tsai, *Is it Time to Antiquate the Term “Landlord”?*, 100 J. URB. HEALTH 984, 984–85 (2023).

5. See ROBERT LUDLOW FOWLER, HISTORY OF THE LAW OF REAL PROPERTY IN NEW YORK: AN ESSAY INTRODUCTORY TO THE STUDY OF THE N.Y. REVISED STATUTES (WITH APPENDICES) 8 (New York, Baker, Voorhis & Co. 1895). It should be noted here that these sources of laws ignored the First Peoples and Native Americans, treating their interest in the land as *vacuum domicilium*.

6. See Claire Priest, *Creating an American Property Law: Alienability and Its Limits in American History*, 120 HARV. L. REV. 385, 439 (2006).

7. See *id.* at 389, 437. The British “Act for the More Easy Recovery of Debts in His Majesty’s Plantations and Colonies in America” leveled all property (including slaves, land, and houses) as chattel that could be used to satisfy a debt. This law was enticing to creditor protection, and the protection of creditors’ interests has driven the discussion of property law. The Act allowed for land itself to be touched by creditors, and its reinterpretation remains a cornerstone of American law today.

8. See *New Rights for Tenants: Housing Stability and Tenant Protection Act of 2019*, N.Y. STATE SENATE (Sept. 19, 2019), <https://www.nysenate.gov/newsroom/articles/2019/new-rights-tenants-housing-stability-and-tenant-protection-act-2019-1> (on file with Syracuse Law Review).

9. See N.Y. C.P.L.R. 103(b), 401 (McKinney 2026); N.Y. REAL PROP. ACTS. LAW § 701 (McKinney 2026); see also *Brusco v. Braun*, 645 N.E.2d 724, 726–27 (N.Y. 1994) (explaining that summary proceedings are special proceedings

proceedings was to accelerate the timeframe that would otherwise take too long if an eviction was brought as a plenary action.¹⁰ In shortening the proceedings, the expedited process substantially curtailed important procedural rights of the parties.¹¹ Because certain procedural and substantive rights are taken away within summary proceedings, much of the case law in landlord-tenant court deals with a strict compliance standard which ensures that the remaining rights must be upheld.¹²

A landlord or owner of real property can bring a summary proceeding to recover possession of real property in two circumstances. First, a summary proceeding may be brought where there is a landlord-tenant relationship.¹³ Second, in specified circumstances, the petitioner can bring a summary proceeding where no landlord-tenant relationship exists, such as a petition to remove “squatters.”¹⁴

Finally, evictions for good cause must be the basis for certain proceedings. Nearly all regulated and subsidized housing requires good cause for a landlord to remove a tenant.¹⁵ In 2024, New York State passed an opt-in Good Cause Eviction statute.¹⁶ This law outlines that landlords cannot bring a holdover proceeding against a tenant in unregulated private housing unless the landlord has a legally sufficient

governed by the RPAPL, with the CPLR providing procedural gaps only where it does not conflict).

10. See *Brusco*, 645 N.E.2d at 727 “Article 7 represents the Legislature’s attempt to balance the rights of landlords and tenants to provide for expeditious and fair procedures for the determination of disputes involving the possession of real property (see, *Cotignola v Lieber*, 34 AD2d 700, 701). The statute attempts to protect a landlord’s right to recover premises occupied by a nonpaying tenant promptly but also to ensure that tenants are not unjustly evicted from their homes. Tenants are protected by multiple notice provisions and by the continuing jurisdiction of the Civil Court over the landlord/tenant disputes.”

11. See *id.* (stating RPAPL article 7 was the Legislature’s attempt to balance the rights of landlords and tenants to provide an “expedited” and “fair” procedures to settle possessory disputes, bypassing the “long delays” of plenary actions); see also *Velazquez v. Thompson*, 451 F.2d 202, 204–05 (2d Cir. 1971) (noting that summary proceedings are designed for speed, which curtails certain procedural tools available in ordinary civil litigation).

12. See generally N.Y. REAL PROP. ACTS. LAW § 713 (McKinney 2026); *MSG Pomp Corp. v. Jane Doe*, 586 N.Y.S.2d 965, 966 (App. Div. 1st Dep’t 1992); *Goldman v. McCord*, 466 N.Y.S.2d 584, 585 (Civ. Ct. 1983).

13. See N.Y. REAL PROP. ACTS. LAW § 711 (McKinney 2026).

14. See *id.* § 713.

15. See N.Y. COMP. CODERS R. & REGS. Tit. 9, § 2524.1 (2026); see also 24 C.F.R. § 247.3 (2026); 24 C.F.R. § 966.4 (2026).

16. See N.Y. REAL PROP. LAW § 213 (Consol. 2026) (establishing the “voluntary participation by local governments outside the city of New York” to adopt the Good Cause Eviction Law by local law).

reason for terminating the tenancy.¹⁷ Outside of the city of New York, each municipality in New York must choose to opt-in, and can adjust the general rules to make Good Cause Eviction more applicable to the local area.¹⁸

II. LEASES

A residential landlord-tenant relationship is established upon an owner or lessor giving legal possession to a lessee.¹⁹ The landlord retains title and ownership of the property while the tenant is granted legal possession of the property for a duration of time.²⁰ The obligations of both parties—the lease—establish the contractual nature of the relationship.²¹ By statute, some of these obligations and rights cannot be bargained for, such as a breach of the warranty of habitability.²²

A lease can be oral or in writing.²³ Leases are terminated either by an expiration date set by both parties or by a statutorily defined time.²⁴ Generally, for a written lease, both parties must sign the lease for it to be enforceable.²⁵ If a dispute arises concerning a party's consent to a lease, courts will admit written communications between the parties as evidence to help establish the existence of an agreement.²⁶ A lease for one year or more must be in writing, pursuant to the Statute of Frauds.²⁷ A written lease will also be held to contain the entirety of the parties' agreement, and oral agreements that modify or add terms to the written lease are inadmissible per the parol evidence rule.²⁸ However, parol evidence can be used to clear confusion of vague lease terms.²⁹

17. *See id.* at § 216(1).

18. *See id.* at § 213.

19. *See Feder v. Caliguira*, 171 N.E.2d 316, 317 (N.Y. 1960).

20. *See id.*

21. *See id.*

22. *See* N.Y. REAL PROP. LAW § 235-b (McKinney 2026).

23. *See* N.Y. GEN. OBLIG. LAW § 5-703 (McKinney 2026).

24. *See* BGB Realty, LLC v. Annunziata, 820 N.Y.S.2d 841, 841 (N.Y. App. Div. 2d Dep't 2006); *see also* N.Y. REAL PROP. LAW §§ 226-c, 227-a, 227-b, 227-c (McKinney 2026).

25. *See* Scheck v. Francis, 260 N.E.2d 493, 494 (N.Y. 1970).

26. *See* Rosen v. Evolution Holdings, LLC, No. SP 001255/2009, 2009 N.Y. Misc. LEXIS 1572, at *5–6, (N.Y. 1st Dist. Ct. June 24, 2009).

27. *See* N.Y. GEN. OBLIG. LAW § 5-703 (McKinney 2026).

28. *See id.*

29. N.Y. GEN. OBLIG. LAW § 5-703 (McKinney 2026) (stating, “A contract for the leasing for a longer period than one year, or for the sale, of any real property, or an interest therein, is void unless the contract or some note or memorandum thereof,

When the tenant is not delivered possession of the premises, the situation may be unlawful.³⁰ Every lease carries the implication that possession will be physically transferred to the tenant.³¹ If the landlord does not deliver possession, then the would-be tenant can rescind the lease and recover any consideration paid.³² However, if the tenant has not satisfied a condition precedent specified in the lease, then the landlord is not obligated to deliver possession.³³

If there is no written lease, then the tenant will default to a month-to-month tenancy.³⁴ Month-to-month tenants are entitled to legal possession of the property until a warrant of eviction is executed.³⁵

III. ADOPTION OF GOOD CAUSE

Historically, landlords in private, unregulated housing have held the right to unilaterally terminate a lease without the landlord providing a basis for termination.³⁶ Tenants could raise legal defenses in court³⁷ but while these defenses were a back-end safeguard against unlawful evictions, they were difficult to prove.³⁸

expressing the consideration, is in writing, subscribed by the party to be charged, or by his lawful agent thereunto authorized by writing.”).

30. See N.Y. REAL PROP. LAW § 223-a (McKinney 2026).

31. See *id.*

32. See *id.*

33. See *Haywood v. Summit Mgmt.*, 2003 N.Y.L.J. Lexis 2760, at *1 (N.Y. City Ct. May 7, 2003).

34. See N.Y. REAL PROP. LAW § 232-c (McKinney 2026); see also *Bahamonde v. Grabel*, 939 N.Y.S.2d 226, 228 (N.Y. App. Div. 2d Dep’t 2011) (reasoning, “. . . tenancy created by operation of law after tenants held over without a lease extension in place and landlord accepted rent from them was a month-to-month tenancy. . .”).

35. See N.Y. REAL PROP. LAW § 232-c (McKinney 2026); see also *Bahamonde*, 939 N.Y.S.2d at 228 (reasoning, “. . .when tenants delayed in executing the lease extension, landlord’s options were to commence an eviction proceeding or to accept the rent tenants tendered.”).

36. *Residential tenants’ rights guide*, N.Y. STATE ATTORNEY GEN., <https://ag.ny.gov/publications/residential-tenants-rights-guide#lease> (on file with Syracuse Law Review) (last visited Mar. 15, 2026).

37. Landlords cannot, for example, terminate a tenancy for a specifically unlawful reason, such as discrimination or retaliation. U.S. CONST. amend. XIV; N.Y. CONST. art. I, §§ 6, 7(a), 11; N.Y. REAL PROP. LAW § 223-b (McKinney, 2025). For specific discriminatory causes of action, see Civil Rights Act of 1968, 42 U.S.C. §§ 3604, 3605.

38. Alexander Marion, *There’s No Place Like Home: Impact of Good Cause Eviction Protections on Syracuse Tenants*, SYRACUSE CITY AUDITOR’S OFF. (Oct. 15, 2024), <https://www.syr.gov/files/sharedassets/public/v/1/2-departments/audit/documents/2024-audits/theres-no-place-like-home-final.pdf> (on file with Syracuse Law Review).

In 2023, the New York Legislature recognized that the COVID-19 pandemic had caused many in the state to lose their jobs.³⁹ The legislature also found a growing issue of New Yorkers facing eviction and housing instability.⁴⁰ In 2019, 92,000 people in New York State were homeless.⁴¹ 100 families were evicted every day on average.⁴² The legislature justified its bill by finding that the poor were being evicted in order for landlords to turn higher profits.⁴³ In addition, Black families, two-thirds of whom rent in New York, were three times more likely to be evicted than white families.⁴⁴

After identifying this housing crisis, the legislature next turned to the burden on the taxpayers and state agencies.⁴⁵ They found the financial impact would not be negative, as the implementation of Good Cause Eviction would lower rates of homelessness and lower the case-load of the court system.⁴⁶

A significant amount of the pushback has been received in regard to “Good Cause” and the limitations of local governments to structure the law. Many lawmakers and constituents perceive the law to be a harsh restriction on business owners’ property and ability to make decisions with their buildings.⁴⁷ When drafting “Good Cause,” the legislature made some concessions to allow local governments to shape the statute in some important ways.⁴⁸ For example, the legislature gave localities the ability to choose whether to adopt Good Cause, as well as adjust the scope of Good Cause regulation to best suit policy objectives.⁴⁹

39. See JUSTIFICATION, S.B S305, 2023 Leg. Sess. (N.Y. 2023).

40. See *id.*

41. See *id.*

42. See *id.*

43. See *id.*

44. JUSTIFICATION, S.B S305, 2023 Leg. Sess. (N.Y. 2023).

45. See *id.*

46. See *id.*

47. See Pat Hogan, *Arguments for and Against Adopting Good Cause Eviction in Syracuse (Your Letters)*, SYRACUSE.COM (Feb. 17, 2026, at 11:44 ET), <https://www.syracuse.com/opinion/2026/02/arguments-for-and-against-adopting-good-cause-eviction-in-syracuse-your-letters.html> (on file with Syracuse Law Review); Eddie Velazquez, *Realtors and Landlords Tell Syracuse Lawmakers: Pass ‘Good Cause’ and We’ll Take Business Elsewhere*, CENT. CURRENT (Nov. 7, 2024), <https://centralcurrent.org/realtors-and-landlords-tell-syracuse-lawmakers-pass-good-cause-and-well-take-business-elsewhere/> (on file with Syracuse Law Review).

48. See N.Y. REAL PROP. LAW § 213 (McKinney 2024).

49. See *id.*

When Good Cause passed, it became mandatory in New York City.⁵⁰ Other municipalities may opt-in to the legislation.⁵¹ This is generally done through a vote of local councils. As of April 2025, Good Cause Eviction Law has been adopted by New York City, Albany, Ithaca, Kingston, Poughkeepsie, Rochester, Beacon, Newburgh, Nyack, Hudson, New Paltz, Rochester, Fishkill, Catskill, Croton-on-Hudson, and Binghamton.⁵² This makes the City of Syracuse one of the only cities of its size to not opt-in.⁵³ The three main provisions of the law are: (1) Preventing excessive rent increases, (2) Guaranteeing an automatic lease renewal, and (3) Eliminating no-cause evictions.⁵⁴ Pursuant to RPL §231-c, each municipality that opts in can modify its definition of a “small landlord” and the “affordability threshold.”⁵⁵

IV. RENT INCREASES

One of the principal benefits of this legislation is the limitation on rental increases.⁵⁶ This would allow the landlord to increase rent by 10% or 5% plus the annual rate of inflation, whichever is lower.⁵⁷ For Syracuse, as of 2024, this would allow landlords to increase the rent by up to 8.45% each month.⁵⁸ Syracuse tenants routinely see increases of hundreds of dollars with little notice.⁵⁹ Under the current statute, a landlord must only give a specific notice depending on when a tenant moved into the property.⁶⁰ For a tenant residing in the property less than one year, a landlord only has to give a 30-day notice of increase when the rent is going up by more than 5%.⁶¹ For a tenant residing in the property for over one year but less than two, that notice increases to 60 days.⁶² For a tenant that has resided in a property for over two

50. See N.Y. REAL PROP. LAW § 212 (McKinney 2024).

51. See N.Y. REAL PROP. LAW § 213 (McKinney 2024).

52. See N.Y. STATE ATTORNEY GEN., *supra* note 36.

53. See Spectrum News Staff, *Syracuse Common Council fails to pass good cause eviction measure*, N.Y. STATE OF POLS. (FEB. 23, 2026, 14:35 ET), <https://nys-tateofpolitics.com/state-of-politics/new-york/politics/2026/02/19/syracuse-good-cause-eviction-law-meet-ing#:~:text=The%20state%20adopted%20good%20cause,to%20a%20vote%20this%20year> (on file with Syracuse Law Review).

54. See Marion, *supra* note 38, at 3.

55. N.Y. REAL PROP. LAW § 231-c (McKinney 2024).

56. See N.Y. REAL PROP. LAW § 216(1)(a)(i) (McKinney 2024).

57. See *id.*; see also N.Y. REAL PROP. LAW §§ 211(7), (8) (McKinney 2024).

58. See Marion, *supra* note 38, at 4.

59. See *id.*

60. See N.Y. REAL PROP. LAW. § 226-c (McKinney 2024).

61. See *id.*

62. See *id.*

years, the landlord must only give 90 days' notice.⁶³ In practice, this means that a tenant may have lived in a property for over ten years with relatively stable rent prices. A new owner may purchase the building and choose to add hundreds or even double or triple the rent with only 90 days' notice. This practice can greatly affect those living on a tight budget and can greatly affect those limited on a fixed income that relies on infrequent governmental increases, such as people with disabilities, veterans, and retirees.

On its face, many have complained that this unfairly burdens landlords.⁶⁴ However, the legislature included a remedy for landlords who want to invest in their property. A court can consider a rent increase above the stated amounts when the landlord can show an increase in costs or other substantial repair.⁶⁵ This language allows landlords to invest in their properties to get larger rent without burdening tenants to take on rent increases with no benefit. Across cities, this results in better housing stock with fair market value rents.

V. LARGE VS. SMALL LANDLORDS

One of the criteria which limits the applicability of Good Cause is the limitations of which landlords must follow the statute. The law specifies that "small landlords" are exempt from Good Cause, even in localities that have opted in to the legislation.⁶⁶ Article 6 of the Real Property Law defines "small landlord."⁶⁷ In order to qualify, a landlord must own no more than ten units in the state.⁶⁸ This includes other localities that may not have opted into Good Cause yet.⁶⁹ However, the legislation also left the interpretation of "small landlord" up to the locality that adopts the law.⁷⁰

63. *See id.*

64. *See* Chris Baker, *Landlords, tenants pack Syracuse City Hall for a debate: Will a new eviction law help or hurt?*, SYRACUSE.COM (Feb. 20, 2026, 09:54 ET), <https://www.syracuse.com/politics/cny/2026/02/landlords-tenants-pack-syracuse-city-hall-for-a-debate-will-a-new-eviction-law-help-or-hurt.html> (on file with Syracuse Law Review); *see also* Eddie Velazquez, *Realtors and landlords tell Syracuse lawmakers: Pass 'good cause' and we'll take business elsewhere*, CENT. CURRENT (Nov. 7, 2024), <https://centralcurrent.org/realtors-and-landlords-tell-syracuse-lawmakers-pass-good-cause-and-well-take-business-elsewhere/> (on file with Syracuse Law Review); Hogan, *supra* note 47.

65. *See* N.Y. REAL PROP. LAW § 216(1)(a)(ii) (McKinney 2024).

66. *See* N.Y. REAL PROP. LAW § 214(1) (McKinney 2024).

67. N.Y. REAL PROP. LAW § 211(3) (McKinney 2024).

68. *See id.*

69. *See* N.Y. REAL PROP. LAW § 213(2) (McKinney 2024).

70. *See* N.Y. REAL PROP. LAW § 211(3)(a) (McKinney 2024).

Pursuant to Section 213-2(b) of Article 6, the local government can choose to follow the language provided in 211 and define “small landlords” as any owner who owns less than ten units in the state.⁷¹ However, they can also choose to define “small landlords” as the owner of any number of units.⁷² This flexibility allows localities to alter the legislature slightly to lend themselves better to their individual communities.

Section 211 continues to define what a small landlord is.⁷³ Specifically, the section targets owners who own properties with partners or LLCs.⁷⁴ If the owner of the building is a natural person, they still cannot own or be a beneficial owner of the number of units defined by the locality.⁷⁵ Additionally, if the unit in question is owned by a group of individuals, no single owner can own over the limit of units defined by the locality.⁷⁶ If even a single owner does, the unit no longer qualifies for exemption under Good Cause.⁷⁷

The same basic principle applies to LLCs that own properties. The LLC must show the natural persons behind the corporation.⁷⁸ If any one of those natural persons owns more than the decided amount, that LLC cannot qualify as a small landlord.⁷⁹ The legislature anticipated that forcing LLCs to “unmask” themselves may create disdain in many landlords who remain anonymous in their communities behind an LLC.⁸⁰ In an effort to limit this, the Good Cause statute allows those units owned by LLCs to opt out of “small landlord” status and not publicly state who owns the LLC.⁸¹

These local guidelines allowing variability in the definition of “small landlord” was designed to give some leeway to localities to allow more (or less) owners to be exempt from Good Cause.⁸² If a landlord is considered “small” for the purposes of Good Cause, the legislation does not apply to their units.⁸³ Therefore, the only impact the

71. *See* N.Y. REAL PROP. LAW § 213(2)(b) (McKinney 2024).

72. *See id.*

73. *See* N.Y. REAL PROP. LAW § 211(3) (McKinney 2024).

74. *See id.*

75. *See id.*

76. *See id.*

77. *See id.*

78. *See* N.Y. REAL PROP. LAW §§ 210–18 (McKinney 2024).

79. *See id.*

80. *See id.*

81. *See id.*

82. N.Y. REAL PROP. LAW § 211 (McKinney 2024); N.Y. REAL PROP. LAW § 214(1) (McKinney 2024).

83. N.Y. REAL PROP. LAW § 214(1) (McKinney 2024).

legislation has on them is that the notice of good cause must still be served. This has been the case for all landlords since the passage of Good Cause and applies in areas that have opted in and those that have not.⁸⁴ This is all to say that for those considered “small landlords,” the passage of Good Cause will not change any of their practices which they are already required to participate in as of the writing of this Article.

VI. EVICTION PROTECTIONS UNDER GOOD CAUSE

Once it has been determined that an apartment qualifies under Good Cause, protections on when a landlord can remove a tenant apply. A landlord must, under Good Cause, provide a reason for wanting to evict a tenant.⁸⁵ Under Real Property Law today, a landlord can bring a tenant to court traditionally two ways, either a non-payment or a holdover.⁸⁶ A holdover is when the landlord asks the tenant to move without asking for money.⁸⁷ As the law stands now in Syracuse, the landlord does not need a reason to do this. They can simply choose too. This puts tenants at risk of eviction for minor actions or even no actions of their own.

One of the most major sticking points is that Good Cause does not impact a non-payment proceeding in almost all circumstances.⁸⁸ The only time a non-payment petition would be impacted by Good Cause is if there was an increase in rent which was not conscionable under the new legislation.⁸⁹ If a landlord brings a tenant to court for non-payment and there was an increase beyond the percentage, the court will determine whether the increase was justified.⁹⁰ Aside from that, Good Cause has no impact on non-payment. If a tenant does not pay their rent, their landlord can bring them to court for eviction.⁹¹

84. *See* N.Y. REAL PROP. LAW § 231-c (McKinney 2024); *see also* N.Y. REAL PROP. LAW § 211 (McKinney 2024) (requiring Good Cause notice regardless of whether a municipality opts in to the full scheme of Good Cause laws).

85. *See id.* (requiring landlords to include a notice in all eviction petitions and lease documents stating the specific “good cause” reason for non-renewal or removal).

86. *See* N.Y. REAL PROP. ACTS. LAW §§ 711(1), (2) (McKinney 2024).

87. *See id.*

88. *See* N.Y. REAL PROP. LAW § 216(1)(a) (McKinney 2024) (stating that “good cause” for removal exists where the tenant “has failed to pay rent due and owing,” provided the rent was not an “unreasonable increase”).

89. *See* N.Y. REAL PROP. LAW. § 216(1) (McKinney 2024).

90. *See id.*

91. *See id.*

This can be through a non-payment petition but can also be a basis for a Good Cause eviction.

Another reason for an eviction under Good Cause is any substantial violation of their tenancy, including any rules and regulations the landlord creates.⁹² Prior to eviction, a landlord must give a notice to cure and allow the tenant ten days to correct any violation.⁹³ Similarly, a tenant can also be brought for causing a nuisance on the property.⁹⁴ Blocking the landlord from access to the property or violating safety codes can also be reasons for removal.⁹⁵

The Article also protects landlords who want to reclaim their property for personal or family use.⁹⁶ This allows landlords who wish to move into their property personally to do so. This also allows landlords to move in family members, provided that no alternative unit in the building is available.⁹⁷ One caveat to this is that, under this personal or family use exception, a landlord cannot move a tenant out who is sixty-five years or older or is disabled.⁹⁸

There are a few other “Good Cause” reasons which are relatively self-explanatory. These include a landlord who wishes to “withdraw” a unit from the housing market and not re-rent it.⁹⁹ These also include a landlord who must demolish a unit.¹⁰⁰ There are also several reasons which relate to the tenants’ actions. These include a landlord’s ability to remove a tenant who does not agree to reasonable lease changes during a renewal period.¹⁰¹ This can include some rent increases, term changes, and other more minor alterations to the lease.¹⁰²

CONCLUSION

The evolution of landlord-tenant law in New York, accelerated by the Housing Stability and Tenant Protection Act of 2019 and the unprecedented disruptions of the COVID-19 pandemic, produced a legal landscape that is both more complex and more attuned to the lived realities of renters. Good Cause Eviction emerges within this context,

92. *See* N.Y. REAL PROP. LAW. § 216(1)(b) (McKinney 2024).

93. *See id.*

94. *See* N.Y. REAL PROP. LAW. § 216(c) (McKinney 2024).

95. *See* N.Y. REAL PROP. LAW. § 216(f) (McKinney 2024).

96. *See* N.Y. REAL PROP. LAW. § 216(1)(g) (McKinney 2024).

97. *See id.*

98. *See id.*

99. *See* N.Y. REAL PROP. LAW. § 216(1)(i) (McKinney 2024).

100. *See* N.Y. REAL PROP. LAW § 216(1)(h).

101. *See id.* § 216(1)(j).

102. *See id.*

not as an isolated reform, but as a continuation of centuries of shifting norms regarding property, possession, and contractual fairness. As municipalities confront rising rents, housing scarcity, and corporate consolidation of the rental market, the Good Cause framework offers a structured mechanism for balancing competing interests without abandoning the efficiencies that summary proceedings were originally designed to deliver.

Good Cause attempts to realign power in a historically imbalanced relationship by ensuring that tenants may only be removed from their homes for legitimate and articulable reasons. This stabilizes communities, reduces the social and financial burdens of displacement, and clarifies expectations for all parties at the outset of a tenancy. The statute also incorporates meaningful flexibilities, such as exemptions for small landlords and the allowance for reasonable rent increases tied to genuine costs, underscoring that the legislation was not crafted merely to restrain owners, but to encourage responsible investment and foster long-term housing sustainability. As municipalities deliberate whether to adopt Good Cause, these nuanced features make clear that the law can be shaped to meet local needs without imposing uniform statewide mandates.

Ultimately, whether a community chooses to opt into Good Cause should depend on a thoughtful assessment of local housing dynamics, market pressures, and policy priorities. For cities with dense rental populations, adoption may serve as an essential safeguard against the volatility of the contemporary housing market. For others, the statute may function as a strategic tool to curb speculation and preserve opportunities for local homeownership. While the law may not be a universal solution, its design offers a blueprint for innovation. Stable tenancies and fair housing practices benefit not only renters, but also landlords, neighborhoods, and the broader social fabric. Good Cause represents not an end point, but a chance for municipalities to rethink the foundations of housing stability and build systems that reflect both present needs and future aspirations.