



New “Good Cause” Protections for Tenants Against Unfair Evictions & Rent Hikes

*New York State passed Good Cause Eviction Protections ([§213- 2\(a\) of Article 6-A of NYS Real Property Law](#)) in April 2024, after years of organizing by tenants across the state. **If you are eligible for Good Cause Eviction Protections, you now have a right to remain in your home as long as you pay rent and follow your lease.***

Eligible tenants have new rights:

- ① **Guaranteed lease renewals**
Rest easy knowing your lease or month-to-month tenancy renewal is guaranteed – no more surprises.
- ② **Challenge large rent increases**
Force landlords to justify rent hikes above 10% or the Consumer Price Index (CPI) + 5%, whichever is lower (8.82% in NYC as of May 2024).
- ③ **Limit of one rent increase per year**
Even on month-to-month tenancy, price increases have a predictable schedule so you can plan ahead.
- ④ **Protection from unjustified evictions**
Landlords can't evict without a 'Good Cause,' like nonpayment of rent or lease violations (full list on page 2).

Good Cause is most effective when tenants enforce their rights together as a group.

If you're facing a rent hike, unfair eviction, or non-renewal, chances are your neighbors are too. Talk to your neighbors and negotiate with your landlord together. When tenants work together, we have more power.

Who is eligible for new Good Cause rights?

New York City tenants who¹:

- ✓ Live in a building built before 2009
- ✓ Pay less than 245% of Fair Market Rent (~\$6000/month for a one bedroom)
- ✓ Rent from a landlord who owns more than 10 housing units total
- ✗ Do not live in an owner-occupied building with fewer than 11 units
- ✗ Do not live in a co-op or condo, or housing rented as part of an employment agreement
- ✗ Do not live in a rent stabilized, subsidized, manufactured home or public housing unit (*these have similar but separate protections*)

All other cities, towns, and villages in the state have to opt in to the law. Look up whether your city or town has opted in or sign up to join a campaign to win Good Cause in your area at: hj4a.org/GoodCause

¹ For a best guess if you're covered by Good Cause, look up your address on [Open Igloo](#) (though it is not 100% accurate). You can also look up what other buildings your landlord owns on [Who Owns What](#).

How can I use Good Cause to stay in my home?

If your landlord refuses to renew your lease, tells you that you have to leave for no reason, or tries to evict you for no reason, stay in your home! Tell your landlord you have a right to stay unless your landlord has a "Good Cause" to evict you. If your landlord then tries to formally evict you in court, you can raise a Good Cause defense and require your landlord to demonstrate to a judge they have a "Good Cause" to evict you.

How can I use Good Cause to fight my rent hike?

1. Demand notice

Your landlord must give you written notice to raise your rent more than 5% (30 days notice if you've lived there less than 1 year, 60 days if you've lived there 1-2 years, and 90 days notice if you've lived there longer than 2 years). If your landlord tries to raise rent without proper notice, inform them they are violating [Real Property Law L Section 226-C](#). Do not pay any rent increase until they give written notice.

2. Tell them it's unreasonable

If your rent increase is more than 10% (or CPI+5%), tell your landlord it is an unreasonable increase and that a judge could force your landlord to justify it based on increased costs. If you're in New York City, [you can look up how much your rent can go up here](#).

3. Withhold the unreasonable increase

You can withhold the rent increase above the 'reasonable' threshold. Pay your old rent plus CPI+5% or 10%, whichever is lower. To be safe, set aside the extra rent in a separate escrow account until your negotiations with your landlord have totally resolved.

4. Invoke Good Cause to a judge

If your landlord takes you to court, you can raise a Good Cause defense. Your landlord would then have to demonstrate to the judge that they raised the rent because of increased costs (taxes, maintenance costs, etc.) or be forced to lower the increase.

Frequently Asked Questions

What is a Good Cause to evict or refuse to renew the lease?

- Non payment of rent
- Lease violations and nuisance activity
- Landlord personal use / removal from market
- Demolition
- Failure to sign lease renewal or provide access to apartment

Does my landlord have to tell me if I'm covered by Good Cause?

Starting in August 2024, your landlord must notify you if you are covered by Good Cause at lease signing or renewing, raising the rent, or trying to evict you. If they take you to court, they will have to explain to the judge why they claim you are not covered.

If I am already facing an eviction in housing court, can Good Cause help me?

The law passed on April 20, 2024 and does not cover eviction cases that were filed on or before that date. If your landlord has told you that you have to leave but has not yet filed an eviction case against you in court, you can still use Good Cause to stay in your home.

What if I'm not on a lease?

As long as your unit qualifies for Good Cause, you are protected.

My landlord told me that Good Cause isn't in effect yet, is that true?

No! Eligible tenants have Good Cause protections right now. Starting in August 2024, landlords will be required to let tenants know if they are covered.