

# STATE OF NEW YORK

8612--A

2025-2026 Regular Sessions

## IN SENATE

December 12, 2025

Introduced by Sens. KAVANAGH, SALAZAR -- read twice and ordered printed, and when printed to be committed to the Committee on Rules -- recommended to the Committee on Housing, Construction and Community Development in accordance with Senate Rule 6, sec. 8 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the real property law and the real property actions and proceedings law, in relation to enacting technical changes to the good cause eviction law

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 7 of section 211 of the real property law, as  
2 added by section 1 of part HH of chapter 56 of the laws of 2024, is  
3 amended and a new subdivision 9 is added to read as follows:  
4 7. The term "inflation index" shall mean five percent plus the annual  
5 percentage change in the consumer price index for all urban consumers  
6 for all items as published by the United States bureau of labor statis-  
7 tics for the region in which the housing accommodation is located, as  
8 established for the most recent preceding calendar year as shall be  
9 published by the division of housing and community renewal no later than  
10 the first of [~~August~~] June in any given year and become effective on the  
11 first of October of the same year, provided further that for New York  
12 city and any village, town, or city that adopts the provisions of this  
13 article by local law pursuant to subdivision one of section two hundred  
14 thirteen of this article in the counties of Dutchess, Nassau, Orange,  
15 Putnam, Rockland, Suffolk, and Westchester, such consumer price index  
16 shall be the New York-Newark-Jersey City, NY-NJ-PA consumer price index,  
17 and provided further that for any other village, town, or city that  
18 adopts the provisions of this article by local law pursuant to subdivi-  
19 sion one of section two hundred thirteen of this article, such consumer  
20 price index shall be the Northeast Region consumer price index.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

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1 9. (a) The term "consummated" shall mean for cooperatives: the trans-  
2 fer of title to the apartment corporation and the issuance of shares and  
3 a proprietary lease to at least one subscriber under the plan following  
4 a declaration of effectiveness by the sponsor and acceptance of the  
5 amendment by the department of law confirming or declaring the plan  
6 effective.

7 (b) The term "consummated" shall mean for condominiums: filing the  
8 declaration of condominium and the first transfer of title to a condo-  
9 minium unit to at least one purchaser under the plan following a decla-  
10 ration of effectiveness by the sponsor and acceptance of the amendment  
11 by the department of law confirming or declaring the plan effective.

12 § 2. Subdivisions 5, 6, 7, 8 and 15 of section 214 of the real proper-  
13 ty law, as added by section 1 of part HH of chapter 56 of the laws of  
14 2024, are amended to read as follows:

15 5. unit on or within a housing accommodation where such unit is other-  
16 wise subject to regulation of rents or evictions pursuant to local,  
17 state or federal law, rule, or regulation to the extent such law, rule,  
18 or regulation requires protections against termination or non-renewal of  
19 such tenancies without cause;

20 6. unit on or within a housing accommodation where such unit must be  
21 affordable to tenants at a specific income level pursuant to statute,  
22 regulation, restrictive declaration, or pursuant to a regulatory agree-  
23 ment with a local, state, or federal government entity to the extent  
24 such statute, regulation, restrictive declaration, or regulatory agree-  
25 ment requires protections against termination or non-renewal of such  
26 tenancies without cause;

27 7. unit on or within a housing accommodation owned as a condominium or  
28 cooperative, or a unit on or within a housing accommodation subject to  
29 an offering plan submitted to the office of the attorney general where  
30 such plan has been consummated, provided that nothing herein shall abro-  
31 gate or otherwise limit any rights or obligations a tenant residing in a  
32 unit within a condominium or cooperative or a purchaser, owner, or offe-  
33 ror of a condominium or cooperative unit has pursuant to any other state  
34 law;

35 8. [~~housing accommodation for which a temporary or permanent certifi-~~  
36 ~~cate of occupancy was issued on or after the first of January, two~~  
37 ~~thousand nine, for a period of time of thirty years following issuance~~  
38 ~~of such certificate,] newly created housing unit in a building for which  
39 a temporary or permanent certificate of occupancy was issued for that  
40 newly created housing unit on or after the first of January, two thou-  
41 sand nine, for a period of time of thirty years following issuance of  
42 the earlier of the temporary or permanent certificate for that newly  
43 created housing unit;~~

44 15. unit on or within a housing accommodation where the monthly rent  
45 is greater than the percent of fair market rent established pursuant to  
46 paragraph (a) of subdivision two of section two hundred thirteen of this  
47 article in a local law of a village, town, or city, other than the city  
48 of New York, adopting the provisions of this article pursuant to subdivi-  
49 sion one of section two hundred thirteen of this article, or two  
50 hundred forty-five percent of the fair market rent, provided that fair  
51 market rent shall refer to the figure published by the United States  
52 department of housing and urban development, for the county in which the  
53 housing accommodation is located, as shall be published by the division  
54 of housing and community renewal no later than the first of [August]  
55 June in any given year and become effective on the first of October of  
56 the same year. The division of housing and community renewal shall

1 publish the fair market rent and two hundred forty-five percent of the  
2 fair market rent for each unit type for which such fair market rent is  
3 published by the United States department of housing and urban develop-  
4 ment for each county in New York state in the annual publication  
5 required pursuant to subdivision seven of section two hundred eleven of  
6 this article.

7 § 3. Subparagraph (i) of paragraph (a) and paragraph (j) of subdivi-  
8 sion 1 and subdivision 3 of section 216 of the real property law, as  
9 added by section 1 of part HH of chapter 56 of the laws of 2024, are  
10 amended and a new subparagraph (iii) of paragraph (a) of subdivision 1  
11 is added to read as follows:

12 (i) The tenant has [~~failed to pay rent due and owing~~] engaged in  
13 chronic nonpayment of rent, provided however that the [~~rent due and~~  
14 ~~owing, or any part thereof,~~] chronic nonpayment of rent did not result  
15 from a tenant's intentional and lawful withholding of rent or failure to  
16 pay a rent increase which is unreasonable. The notice of non-renewal as  
17 required by section two hundred twenty-six-c of this chapter shall set  
18 forth the facts necessary to establish the grounds of chronic nonpayment  
19 of rent. In determining whether [~~all or part of the rent due and owing~~  
20 ~~is the~~] a tenant was justified in the withholding of rent as a result of  
21 an unreasonable rent increase, it shall be a rebuttable presumption that  
22 the rent [~~for a dwelling not protected by rent regulation~~] is unreason-  
23 able if said rent has been increased in any calendar year, after the  
24 effective date of this article, or after the effective date of the local  
25 law in any village, town, or city that enacts such local law to apply  
26 this article to such village, town, or city pursuant to subdivision one  
27 of section two hundred thirteen of this article, by an amount greater  
28 than the local rent standard, provided further that no rent increase  
29 less than or equal to the local rent standard shall be deemed unreason-  
30 able. Rent under this section shall not be increased more than one time  
31 annually. In the event the court holds that the tenant has engaged in  
32 the chronic nonpayment of rent and that the tenant did not intentionally  
33 and lawfully withhold rent or fail to pay a rent increase which is  
34 unreasonable, the tenant shall have no right to cure. However, the court  
35 in its discretion may stay the execution of the warrant upon consider-  
36 ation of factors such as the length of the tenancy, the tenant's payment  
37 history prior to the rent defaults complained of, the circumstances and  
38 severity of the rent defaults and the tenant's present financial status  
39 or other relevant indicia of creditworthiness. The court shall condition  
40 such stay upon appropriate terms, such as the tenant's compliance with a  
41 prospective payment schedule. In determining the length of the stay, the  
42 court shall consider the following, but not limited factors: the length  
43 of the tenancy, the tenant's payment history, the number of rent demands  
44 served, and nonpayment proceedings commenced, and the length of the  
45 proceeding. This subdivision shall apply to actions and proceedings  
46 where the notice required pursuant to section two hundred twenty-six-c  
47 of this chapter was served after the effective date of the chapter of  
48 the laws of two thousand twenty-six that amended this subdivision;

49 (iii) Nothing in this section shall limit a landlord's right pursuant  
50 to subdivision two of section seven hundred eleven of the real property  
51 actions and proceedings law to commence a summary nonpayment case.  
52 Tenants whose tenancies are covered under this section may defend  
53 against such proceedings by claiming that all or part of the rent due in  
54 owing is the result of an unreasonable rent increase pursuant to subpar-  
55 agraphs (i) and (ii) of this paragraph.

1 (j) The tenant fails to agree to reasonable changes to a lease at  
2 renewal, including increases in rent that are not unreasonable as  
3 defined in paragraph (a) of this subdivision, as long as written notice  
4 of the changes to the lease were provided to the tenant at least thirty  
5 days, but no more than [~~ninety~~] one hundred days, prior to the [~~expira-~~  
6 ~~tion~~] commencement of the [~~current~~] renewal lease.

7 3. Nothing in this section shall abrogate or limit the tenant's right  
8 pursuant to section seven hundred fifty-one of the real property actions  
9 and proceedings law to permanently stay the issuance or execution of a  
10 warrant or eviction in a summary proceeding, whether characterized as a  
11 nonpayment, objectionable tenancy, or holdover proceeding, the underly-  
12 ing basis of which is the nonpayment of rent, so long as the tenant  
13 complies with the procedural requirements of section seven hundred  
14 fifty-one of the real property actions and proceedings law where appli-  
15 cable; provided, however, that the provisions of this subdivision shall  
16 only apply to (a) actions and proceedings pursuant to subparagraph (i)  
17 of paragraph (a) of subdivision one of this section filed prior to the  
18 effective date of the chapter of the laws of two thousand twenty-six  
19 that amended this subdivision; and (b) actions and proceedings pursuant  
20 to subparagraph (i) of paragraph (a) of subdivision one of this section  
21 and filed on or after the effective date of the chapter of the laws of  
22 two thousand twenty-six that amended this subdivision where the notice  
23 required pursuant to section two hundred twenty-six-c of this chapter  
24 was served prior to the effective date of such chapter of the laws of  
25 two thousand twenty-six.

26 § 4. Paragraph (a) of subdivision 1 of section 226-c of the real prop-  
27 erty law, as amended by section 2 of part HH of chapter 56 of the laws  
28 of 2024, is amended to read as follows:

29 (a) Whenever a landlord intends to offer to renew the tenancy of an  
30 occupant in a residential dwelling unit with a rent increase equal to or  
31 greater than five percent above the current rent, or the landlord does  
32 not intend to renew the tenancy, the landlord shall provide written  
33 notice as required in subdivision two of this section. The notice shall  
34 append or contain the notice required pursuant to section two hundred  
35 thirty-one-c of this article, which shall state the following: (i) if  
36 the unit is or is not subject to article six-A of this chapter, the  
37 "good cause eviction law", and if the unit is exempt, such notice shall  
38 state why the unit is exempt from such law; (ii) if the landlord is not  
39 renewing the lease for a unit subject to article six-A of this chapter,  
40 the lawful basis for such non-renewal; and (iii) if the landlord is  
41 increasing the rent upon an existing lease of a unit subject to article  
42 six-A of this chapter above the applicable local rent standard, as  
43 defined in subdivision eight of section two hundred eleven of this chap-  
44 ter, the justification for such increase. If the landlord fails to  
45 provide timely notice, the occupant's lawful tenancy shall continue  
46 under the existing terms of the tenancy from the date on which the land-  
47 lord gave actual written notice until the notice period has expired,  
48 notwithstanding any provision of a lease or other tenancy agreement to  
49 the contrary. Notwithstanding the foregoing provisions of this para-  
50 graph, if a housing accommodation is exempt from article six-A of this  
51 chapter under subdivision five or six of section two hundred fourteen of  
52 such article and such landlord has provided the tenant with a written  
53 lease agreement indicating the law, rule or regulation governing the  
54 housing accommodation or a lease which states that rents are regulated  
55 and that good cause is required for termination or non-renewal of tenan-  
56 cies, such housing accommodation shall be exempt from this paragraph.

1 § 5. Subparagraph F of paragraph 2, the opening paragraph of paragraph  
 2 3 and subparagraphs E and N of paragraph 4 of subdivision 1 of section  
 3 231-c of the real property law, as added by section 3 of part HH of  
 4 chapter 56 of the laws of 2024, are amended and a new subdivision 2 is  
 5 added to read as follows:

6 F. Unit is on or within a housing accommodation owned as a condominium  
 7 or cooperative, or unit is on or within a housing accommodation subject  
 8 to an offering plan submitted to the office of the attorney general  
 9 where such plan has been consummated (exemption under subdivision 7 of  
 10 section 214 of the Real Property Law) \_\_\_;

11 (This section shall be filled out if this is NOT an initial lease for  
 12 a new tenant.) IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROP-  
 13 ERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS  
 14 NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE  
 15 RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES,  
 16 WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE  
 17 THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent  
 18 increase is presumptively unreasonable if the increase from the prior  
 19 rent is greater than the lower of: (a) 5 percent plus the annual  
 20 percentage change in the consumer price index for all urban consumers  
 21 for all items as published by the United States Bureau of Labor Statis-  
 22 tics for the region in which the housing accommodation is located, as  
 23 published not later than August 1st of each year by the Division of  
 24 Housing and Community Renewal; or (b) 10 percent.) (PLEASE MARK AND FILL  
 25 OUT THE APPLICABLE RESPONSE)

26 E. The landlord is not renewing the lease because the tenant has  
 27 [~~failed to pay rent due and owing, and the rent due or owing, or any~~  
 28 ~~part thereof, did not result from a rent increase which is unreasonable.~~  
 29 ~~A rent increase is presumptively unreasonable if the increase from the~~  
 30 ~~prior rent is greater than the lower of: (a) 5 percent plus the annual~~  
 31 ~~percentage change in the consumer price index for all urban consumers~~  
 32 ~~for all items as published by the United States Bureau of Labor Statis-~~  
 33 ~~tics for the region in which the housing accommodation is located, as~~  
 34 ~~published not later than August 1st of each year by the Division of~~  
 35 ~~Housing and Community Renewal; or (b) 10 percent (good cause for~~  
 36 ~~eviction under]~~ engaged in the chronic nonpayment of rent pursuant to  
 37 paragraph a of subdivision 1 of section 216 of the Real Property Law):  
 38 \_\_\_;

39 N. The landlord is not renewing the lease because the tenant has  
 40 failed to agree to reasonable changes at lease renewal, including  
 41 reasonable increases in rent, and the landlord gave written notice of  
 42 the changes to the lease to the tenant at least 30 days, but no more  
 43 than [~~90~~] 100 days, before the current lease expired. A rent increase is  
 44 presumptively unreasonable if the increase from the prior rent is great-  
 45 er than the lower of: (a) 5 percent plus the annual percentage change in  
 46 the consumer price index for all urban consumers for all items as  
 47 published by the United States Bureau of Labor Statistics for the region  
 48 in which the housing accommodation is located, as published by August  
 49 1st of each year by the Division of Housing and Community Renewal; or  
 50 (b) 10 percent (good cause for eviction under paragraph j of subdivision  
 51 1 of section 216 of the Real Property Law):\_\_\_.

52 2. Notwithstanding subdivision one of this section, if a housing  
 53 accommodation is exempt from article six-A of this chapter under subdi-  
 54 vision five or six of section two hundred fourteen of such article and  
 55 such landlord has provided the tenant with a written lease agreement  
 56 indicating the law, rule or regulation governing the housing accommo-

1 dition or a lease which states that rents are regulated and that good  
2 cause is required for termination or non-renewal of tenancies, such  
3 housing accommodation shall be exempt from this section.

4 § 6. Subdivision 2 of section 711 of the real property actions and  
5 proceedings law, as amended by section 4 of part HH of chapter 56 of the  
6 laws of 2024, is amended to read as follows:

7 2. The tenant has defaulted in the payment of rent, pursuant to the  
8 agreement under which the premises are held, and a written demand of the  
9 rent has been made with at least fourteen days' notice requiring, in the  
10 alternative, the payment of the rent, or the possession of the premises,  
11 has been served upon the tenant as prescribed in section seven hundred  
12 thirty-five of this article. The fourteen-day notice shall append or  
13 contain the notice required pursuant to section two hundred thirty-one-c  
14 of the real property law, which shall state the following: (i) if the  
15 premises are or are not subject to article six-A of the real property  
16 law, the "good cause eviction law", and if the premises are exempt, such  
17 notice shall state why the premises are exempt from such law; (ii) if  
18 the landlord is not renewing the lease for a unit subject to article  
19 six-A of the real property law, the lawful basis for such non-renewal;  
20 and (iii) if the landlord is increasing the rent upon an existing lease  
21 of a unit subject to article six-A of the real property law above the  
22 applicable local rent standard, as defined in subdivision eight of  
23 section two hundred eleven of the real property law, the justification  
24 for such increase. Notwithstanding the foregoing provisions of this

25 subdivision, if a housing accommodation is exempt from article six-A of  
26 the real property law under subdivision five or six of section two  
27 hundred fourteen of such article and such landlord has provided the  
28 tenant with a written lease agreement indicating the law, rule or regu-  
29 lation governing the housing accommodation or a lease which states that  
30 rents are regulated and that good cause is required for termination or  
31 non-renewal of tenancies, such housing accommodation shall be exempt  
32 from this subdivision. Any person succeeding to the landlord's interest  
33 in the premises may proceed under this subdivision for rent due such  
34 person's predecessor in interest if such person has a right thereto.  
35 Where a tenant dies during the term of the lease and rent due has not  
36 been paid and the apartment is occupied by a person with a claim to  
37 possession, a proceeding may be commenced naming the occupants of the  
38 apartment seeking a possessory judgment only as against the estate.  
39 Entry of such a judgment shall be without prejudice to the possessory  
40 claims of the occupants, and any warrant issued shall not be effective  
41 as against the occupants.

42 § 7. Subdivision 5-a of section 741 of the real property actions and  
43 proceedings law, as added by section 5 of part HH of chapter 56 of the  
44 laws of 2024, is amended to read as follows:

45 5-a. Append or incorporate the notice required pursuant to section two  
46 hundred thirty-one-c of the real property law, which shall state the  
47 following: (i) if the premises are or are not subject to article six-A  
48 of the real property law, the "good cause eviction law", and if the  
49 premises are exempt, such petition shall state why the premises are  
50 exempt from such law; (ii) if the landlord is not renewing the lease for  
51 a unit subject to article six-A of the real property law, the lawful  
52 basis for such non-renewal; and (iii) if the landlord is increasing the  
53 rent upon an existing lease of a unit subject to article six-A of the  
54 real property law above the applicable local rent standard, as defined  
55 in subdivision eight of section two hundred eleven of the real property  
56 law, the justification for such increase. Notwithstanding the foregoing

1 provisions of this subdivision, if a housing accommodation is exempt  
2 from article six-A of the real property law under subdivision five or  
3 six of section two hundred fourteen of such article and such landlord  
4 has provided the tenant with a written lease agreement indicating the  
5 law, rule or regulation governing the housing accommodation or a lease  
6 which states that rents are regulated and that good cause is required  
7 for termination or non-renewal of tenancies, such housing accommodation  
8 shall be exempt from this subdivision.

9 § 8. This act shall take effect immediately; provided, however, that:

10 (a) the amendments to sections 211, 214, 216 and 231-c of the real  
11 property law made by sections one, two, three and five of this act shall  
12 not affect the repeal of such sections and shall be deemed repealed  
13 therewith;

14 (b) the amendments to paragraph (a) of subdivision 1 of section 226-c  
15 of the real property law made by section four of this act shall not  
16 affect the expiration of such paragraph and shall expire and be deemed  
17 repealed therewith;

18 (c) the amendments to subdivision two of section 711 of the real prop-  
19 erty actions and proceedings law made by section six of this act shall  
20 not affect the expiration of such subdivision pursuant to section 7 of  
21 part HH of chapter 56 of the laws of 2024, as amended, and shall expire  
22 therewith;

23 (d) the amendments to subdivision 5-a of section 741 of the real prop-  
24 erty actions and proceedings law made by section seven of this act shall  
25 not affect the repeal of such subdivision and shall be deemed repealed  
26 therewith; and

27 (e) the amendments to subdivision 8 of section 214 of the real proper-  
28 ty law, made by section two of this act, shall apply to actions and  
29 proceedings filed on or after such effective date.