§ 226-c. Notice of rent increase or non-renewal of residential tenancy. 1. * (a) Whenever a landlord intends to offer to renew the tenancy of an occupant in a residential dwelling unit with a rent increase equal to or greater than five percent above the current rent, or the landlord does not intend to renew the tenancy, the landlord shall provide written notice as required in subdivision two of this section. The notice shall append or contain the notice required pursuant to section two hundred thirty-one-c of this article, which shall state the following: (i) if the unit is or is not subject to article six-A of this chapter, the "good cause eviction law", and if the unit is exempt, such notice shall state why the unit is exempt from such law; (ii) if the landlord is not renewing the lease for a unit subject to article six-A of this chapter, the lawful basis for such non-renewal; and (iii) if the landlord is increasing the rent upon an existing lease of a unit subject to article six-A of this chapter above the applicable local rent standard, as defined in subdivision eight of section two hundred eleven of this chapter, the justification for such increase. If the landlord fails to provide timely notice, the occupant's lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, notwithstanding any provision of a lease or other tenancy agreement to the contrary.

* NB Effective August 18, 2024 until June 15, 2034

* (a) Whenever a landlord intends to offer to renew the tenancy of an occupant in a residential dwelling unit with a rent increase equal to or greater than five percent above the current rent, or the landlord does not intend to renew the tenancy, the landlord shall provide written notice as required in subdivision two of this section. If the landlord fails to provide timely notice, the occupant's lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, notwithstanding any provision of a lease or other tenancy agreement to the contrary.

* NB Effective June 15, 2034

(b) Notwithstanding paragraph (a) of this subdivision, notice shall not be required under this section to be provided by a cooperative housing corporation, other than a cooperative housing corporation

subject to the provisions of article two, article four, article five or article eleven of the private housing finance law, to a tenant who is a dwelling unit owner or shareholder of such corporation. Nothing in this paragraph shall relieve such cooperative housing corporation of any otherwise applicable obligation to provide notice to such tenant pursuant to any other law or any agreement between the parties.

2. (a) For the purposes of this section, the required notice shall be based on the cumulative amount of time the tenant has occupied the residence or the length of the tenancy in each lease, whichever is longer.

(b) If the tenant has occupied the unit for less than one year and does not have a lease term of at least one year, the landlord shall provide at least thirty days' notice.

(c) If the tenant has occupied the unit for more than one year but less than two years, or has a lease term of at least one year but less than two years, the landlord shall provide at least sixty days' notice.

(d) If the tenant has occupied the unit for more than two years or has a lease term of at least two years, the landlord shall provide at least ninety days' notice.