

LANDLORD-TENANT LAW

Good Cause Eviction Law: One Year Later, How Judges Have Applied the Law

By Gary M. Rosenberg and Deborah Riegel

June 3, 2025

The Good Cause Eviction Law (GCEL) has been the law in New York State for the past year. As described in our June 4, 2024 column, GCEL regulates residential apartments in New York City, as well as other municipalities that elected to implement GCEL, with respect to units not otherwise subject to rent regulation.

In the year since its implementation, the courts have begun to interpret GCEL, both procedurally and substantively. This article will review the evolving body of law and explain how it impacts owners' compliance with GCEL.

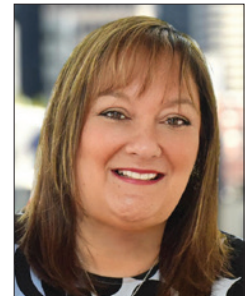
Tenant Non-Payment Under GCEL

It is generally true, that most owners just want their tenants to pay their rent. It follows then, that having to renew a tenant's lease where rent is not being paid is both aggravating and fundamentally unjust.

In recognition of the fact that owners should not be required to continue to lease to tenants who fail to comply with the basic requirement to pay their rent, GCEL provides that an owner has a good cause basis to refuse to renew a lease where "[T]he landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or



Gary M. Rosenberg



Deborah Riegel

owing, or any part thereof, did not result from a rent increase which is unreasonable." (See, Real Property Law §216(1)). Although seemingly clear on its face, this provision has been the subject of a series of decisions in Housing Court.

In *1497 Gates LLC v. Torres*, LT 307806/24, Queens County Housing Court Judge Logan Schiff initially denied the petitioner's request for a final judgment of possession after inquest in a holdover proceeding, where the premises sought to be recovered was subject to GCEL, but the petitioner alleged it had a good cause basis to evict based on non-payment of rent, totaling \$29,890.00.

Judge Schiff initially determined that, notwithstanding the language of the statute, the petitioner was relegated to commencement of a non-payment proceeding. The court held that:

In sum, in order to best harmonize the grounds for removal in GCEL with the overarching statutory

framework for summary evictions proceedings embodied within RPAPL 711, 731 and 749, and statutory right of a tenant to withhold based on a landlord's breach of the warranty of habitability as codified in RPL 235-b, and in the absence of an unequivocal statement from the legislature that they intended to deviate from the traditional procedure for eviction based on nonpayment, the summary remedy for enforcing a routine failure to pay rent against a GCEL-tenant must remain via a nonpayment proceeding, not a non-renewal holdover.

On consideration of the petitioner's motion to modify or vacate his order, after a lengthy and thorough analysis of GCEL and the rights granted to owners, Judge Schiff reversed his prior order, and acknowledged that the express statutory language authorized the petitioner to seek possession in a holdover proceeding based on the failure to tender rent, as follows:

[B]ecause the statute unambiguously authorizes a nonrenewal holdover premised on a tenant's failure to pay rent, this court erred when it concluded that such a proceeding is not the "appropriate judicial action or proceeding" under the statute (RPAPL 216(1))[sic]. While a nonpayment proceeding may be the more economical mechanism for enforcing a default in payment of rent insofar as it requires a predicate good faith 14-day rent demand that properly itemizes the rent due and affords the tenant the opportunity to avoid litigation by satisfying the demand prior to commencement, it is not the role of the courts to override clear legislative enactments.

More recently, in *RP Wimbeldon Owner, LLC v. Theresa Chisolm*, LT 313196/24, New York Court Housing Court Judge Adam Meyers granted a tenant's motion to dismiss a holdover proceeding based on non-payment of rent, pursuant to GCEL. Although the tenant did not challenge the petitioner's right to elect not to renew her lease based on GCEL, she essentially claimed that the predicate notices and the petition were defective, by virtue of their failure to contain the same factual allegations that are required in a non-payment proceeding.

At issue was the claim that neither the GCEL notice, nor the Notice of Non-Renewal required by RPL 226-c, specified what amounts were alleged to be in arrears, and/or the periods for which they were sought, so as to give the tenant a sufficient opportunity to cure. Tenant then alleged that the petition was defective based on the deficiencies in the predicate notices.

The decision analyzed the interplay between the GCEL notice and the Notice of Non-Renewal, which is separately required pursuant to RPL 226-c, and concluded that because the Notice of Non-Renewal stated that the basis for non-renewal derived from the GCEL non-payment of rent provision, the notice of non-renewal must particularize the claimed arrears. The court concluded that:

While [the Notice of Non-Renewal] recited the statutory provision on which the termination is based, it failed to clearly inform Respondent of the period for which the rent was due or the approximate sum owed. Rent demands that fail to provide such basic notice of alleged rent arrears are consistently rejected by the courts. Therefore, the Notice of Non-Renewal was unreasonable under the circumstances, and this holdover proceeding predicated thereupon must be dismissed.

Although nothing in either RPL 226-c or 231-c expressly requires an owner to provide this specificity, in reaching its conclusion, the court analogized to cases addressing termination of commercial leases based on non-payment of rent, as well as long-standing case law to the effect that termination notices based on a specific cause must be detailed enough to plead the underlying facts with sufficient particularity to be "reasonable in view of all attendant circumstances." (See, *Hughes v. Lenox Hill Hospital*, 226 AD2d 4 (1st Dept. 1996).

Given that the petitioner was not seeking to terminate a lease, but rather was exercising its right not to renew the expiring lease, reliance on those lines of cases appears to be misplaced.

Nevertheless, pending any appellate rulings, there is a pragmatic solution to this issue and Judge Meyers decision provides a roadmap to avoid similar motions and the associated delay of recovery of possession—either recite the amounts due and the periods in which they accrued in your Notice of Non-Renewal or attach a rent ledger.

While this may lead to other challenges by a tenant as to the amounts that are claimed to be due, reviewing the rent ledger in advance of serving the notice and ensuring that the ledger reflects a good faith approximation of the amounts claimed to be due.

Timing Issues Related to GCEL Notices

Although GCEL was effective immediately upon its enactment on April 20, 2024, the requirement to serve a notice pursuant to Real Property Actions and

Proceedings Law (RPAPL) §231-c was not effective until Aug. 18, 2024.

The delay in the implementation of the notice requirement gave rise to a series of challenges to proceedings that were commenced prior to the enactment of GCEL, but were not heard prior to the effective date.

This was especially true in Kings and Queens County, where holdover proceedings may not be heard for months after the filing of a petition. As relates to GCEL, this had the unintended effect of creating a procedural quagmire whereby tenants alleged that holdover proceedings based on lease terminations that pre-dated GCEL were defective for failing to comply with GCEL.

In *Qn. St. Albans Holdings v. Sands*, LT 305136/24/QU, Judge Schiff was once again called upon to rule the newly enacted GCEL when the tenant alleged that the petition in the proceeding was defective should be dismissed because it did not comply with GCEL. In denying the tenant's motion for summary judgment dismissing the proceeding, Judge Schiff ruled as follows:

*Although GCEL does not define the word "commence," Civil Court Act (CCA) § 400 provides that an action or proceeding in Civil Court is "commenced by filing a notice of petition and petition..." The Appellate Terms in both the First and Second Departments have cited CCA §400 in concluding that the commencement date of a summary eviction proceeding in housing court, a specialized part within the Civil Court (see CCA § 110), is based on the date of filing (see *Sebco Hous. Dev. Fund Co., Inc. v. Acosta*, 66 Misc 3d 147[A] [App Term, 1st Dept 2020]; *Brown v. Felton*, 58 Misc 3d 161[A] [App Term, 1st Dept 2018]; 92 *Bergenbrooklyn, LLC v. Cisarano*, 50 Misc 3d 21 [App Term, 2d Dept, 2d, 11th & 13th Jud Dists 2015] ["[W]e hold that a summary proceeding is commenced by filing in the Civil Court."]).*

Consistent with *Sands*, in *NU18LLC v. Rosario*, LT 332485/24/KI, the court concluded that:

Petitioner filed the petition and Notice of Petition in November of 2023. On April 26, 2024, petitioner served the petition and Notice of Petition—merely 6 days after GCEL was passed. Applying the Cisarano standard under these circumstances would lead to an unfair and retroactive effect. Numerous cases would be dismissed as defective despite the fact that when

they were filed, they were proper. "The court presumes the legislature sought to avoid such a retroactive result inasmuch as it provided landlords with a one-hundred twenty-day cushion to comply with the new predicate notice requirements in GCEL...In doing so, the legislature allowed non-renewal and termination notices served...before the passage of GCEL...to remain viable, indicative of a legislative intent to avoid invalidating legal papers that complied with the law when they were prepared." QN St. Albans at 3.*

Nevertheless, in contrast to *Sands* and *Rosario*, in *DOC Realty Mgt., Inc. v. Morales*, LT 304022/24/QU, Judge Sanchez dismissed a proceeding where petitioner filed a petition on March 9, 2024, based on the expiration of the term of the lease. Although filed prior to the enactment of GCEL, the petition was not served until May 7, 2024 because the court assigned an initial return date of May 20, 2024.

In granting respondent's motion to dismiss, the court held that the proceeding was not commenced until May 7, 2024 when the petition was served, rather than March 9, 2024 when it was filed. This distinction critically determined whether or not the owner was required to comply with GCEL.

The court therefore concluded notwithstanding the fact that the petition was filed prior to the effective date of GCEL, and the lease at issue expired prior to the enactment of GCEL, the petitioner was required to comply with the additional pleading requirements contained therein.

This issue will sunset once the proceedings commenced prior to the enactment of GCEL, but first calendared after its effective date, but it will remain a potential peril for owners whose case remain pending where a defense based on the failure to comply with GCEL has been raised in a tenant's answer, but the case has not reached a trial or dispositive motion.

Conclusion

The Housing Court will continue to grapple with the interpretation and application of the GCEL and until the issues raised have been heard by the appellate courts, litigants will likely face a patchwork of decisions. Because GCEL was intended to provide additional protections to previously regulated tenants, hyper-vigilance with respect to compliance with its requirements may help to mitigate adverse outcomes.