

January 14, 2022

VIA FEDEX

Senator Brian Kavanagh
Chair, Committee on Housing, Construction
and Community Development
Legislative Office Building, Room 512
Albany, New York 12247

Senator Brad Hoylman
Chair, Committee on the Judiciary
Legislative Office Building, Room 310
Albany, New York 12247

Re: Good Cause Eviction (S3082)

Dear Senators Kavanagh and Hoylman:

Thank you again for the opportunity to testify before the joint committee hearing on January 7, 2022 concerning Senate Bill S3082, also known as the Good Cause Eviction bill, and to have my perspective heard and considered. At your invitation, I am submitting this letter to expand on my oral testimony and to address certain statements and assertions made at last Friday's hearing concerning S3082.

I have been a real estate litigator for over 20 years, and a focus of my practice is advising clients as to the requirements of the many New York laws and regulations governing real estate. Therefore, I have read and analyzed S3082 with great interest, and listened intently to the testimony from both proponents and opponents of the bill. Nevertheless, as I testified last week, I have grave concerns about S3082. In summary:

- S3082 is poorly drafted and the application of its provisions as written would lead to absurd outcomes;
- S3082's ostensible "good cause" bases for recovery would provide little relief to owners and, further, would encourage outcomes that are contrary to public policy;
- Contrary to assertions advanced at the hearing, S3082 bears almost no resemblance to the New Jersey eviction statute; and

Good Cause Eviction (S3082)
January 14, 2022
Page 2

- S3082, if enacted, would be unconstitutional in multiple respects.

Accordingly, as explained in detail below, I respectfully oppose the passage of S3082.

S3082 is Poorly Drafted and Would Cause Absurd Outcomes

Currently, as a general matter (with certain exceptions), housing accommodations that were constructed after 1974 or are contained in buildings with fewer than six units are not subject to rent regulation. As written, however, S3082 would subject virtually all such housing accommodations to a new regulatory regime that would not only essentially abolish free market residential housing in New York State, but would apply to virtually any imaginable transaction where one person pays another to occupy real estate.

Specifically, applying the extremely broad definitions set forth in § 211,¹ S3082 would grant virtually any person in occupancy of real property the right to stay in possession forever, notwithstanding the initial terms on which that person entered the property.

Two examples illustrate the absurdity of S3082 as drafted.

- In order to make ends meet, a financially struggling tenant rents an extra bedroom in his apartment to a roommate for two months. After the two months elapse, however, the roommate, if he wishes to stay in possession, would be entitled to do so for as long as he chooses -- notwithstanding the two-month duration of the original transaction. That is because under S3082's definitions, that financially struggling tenant would be a "landlord" "renting" a "housing accommodation" to a roommate, who would in turn be the "tenant" entitled to protection in the bill. And even if "good cause" under the

¹ For instance, Section 211(2) defines a "landlord" to include, among other things, "any . . . person receiving or entitled to receive rent for the occupancy of any housing accommodation," and Section 211(3) defines a "tenant" to include "any . . . person entitled to the possession, use or occupancy of any housing accommodation."

Additionally, Section 211(4) defines "rent" to include "any consideration . . . demanded or received for or in connection with the possession, use or occupancy of housing accommodations," and Section 211(1) defines "housing accommodation" to include "any residential premises."

In turn, Section 214 provides that "No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established" one of the grounds for good cause eviction.

Good Cause Eviction (S3082)
January 14, 2022
Page 3

bill exists to evict the roommate, this financially struggling tenant would have to hire an attorney and navigate the legal process in order to recover possession of his extra bedroom, which likely would not be a practical option.

- A tourist rents a vacation cabin for one week in the Adirondacks, but enjoys it so much that she wishes to stay in possession and continues to pay the weekly fee to the owner. Again, under the bill's definitions, this transaction involves a "landlord" "renting" a "housing accommodation" to a "tenant," who cannot be evicted and may choose to stay in possession forever.

Clearly, S3082 would permit a tenant or even a short-term occupant to unilaterally dictate the terms of possession and the duration of occupancy, thus obliterating the concept of a lease or other bilateral agreement to occupy real property.

S3082's Ostensible "Good Cause" Bases for Recovery Would Provide Little Relief to Owners and, Further, Would Encourage Outcomes that are Contrary to Public Policy

Even if S3082's language were amended to address the foregoing, the underlying dynamic would remain the same: a tenant or occupant of real estate would essentially enjoy the status of owner with none of the attendant responsibilities, while the owner would bear all of the burdens of real estate ownership with almost none of the accompanying benefits.

Section 213 provides that a landlord cannot fail to renew a lease or seek to evict any tenant, except for the narrow "good cause" bases described in §214. As written, the bill is intended to freeze virtually all current residential occupants in place and make removing occupants -- even where "good cause" exists to recover possession -- exceedingly difficult. This is evident by a review of the "good cause" bases described in §214, which are the sole means by which an owner can recover possession.

A. Even the Simplest Rent Nonpayment and Breach of Lease Cases Would be Extensively Litigated

For example, what should be a straightforward requirement in §214(a) for a tenant to pay rent is subject to any rent increases not being "unreasonable." S3082 declares that a rent increase above 3% or 150% of CPI is *presumptively* unreasonable, but notably does not state that a rent increase below those amounts is *presumptively* reasonable. Thus, as written, S3082 permits a tenant to challenge even the smallest imaginable rent increase as unreasonable, which would, in turn, force the owner to spend time and resources justifying any such increase before it can hope to obtain a judgment for the rent owed.

Good Cause Eviction (S3082)
January 14, 2022
Page 4

Moreover, the tenant may challenge any rent increase as having been imposed “for the purpose of circumventing the intent of this article” -- even though the “intent” of S3082 is nowhere defined in the bill’s language. However, if S3082’s intent is, as suspected, to freeze current tenancies in place, does an eviction for the nonpayment of *any* rent increase “circumvent the intent” of S3082?

Similarly, § 214(b) purports to confer “good cause” if a tenant violates a substantial obligation of the tenancy. However, here again the tenant can raise a defense that the obligation was “imposed for the purpose of circumventing the intent of this article” -- which will then become a flash point in litigation and divert focus away from the tenant’s wrongful conduct.

B. S3082 Encourages Illegal Occupancies

Astoundingly, §214(d) appears designed to promote and encourage *illegal uses of housing accommodations without giving the owner a basis for good cause*. Specifically, Section 214(d) states that “good cause” exists if occupancy by the tenant is in violation of law or causes a violation of law, and the owner is subject to criminal or civil penalties as a result thereof -- *but only if a vacate order is issued*.

Among other things, §214(d) would effectively legalize short-term rentals of currently free-market housing accommodations via Airbnb and other similar platforms, notwithstanding that most such short-term rentals violate New York law (*see* Multiple Dwelling Law § 4[8][a]). This is because New York City and other municipalities do not typically issue vacate orders when enforcing the short-term rental ban, but impose fines and other penalties upon owners. Indeed, this interpretation is confirmed by the fact that, as explained above, a landlord lacks “good cause” under S3082 to evict anyone who happens to come into possession of real property, no matter the basis on which that person took possession.

Section 214(d) would also permit occupants to indefinitely inhabit illegal housing accommodations, including accommodations for which there is no residential certificate of occupancy, for so long as the local municipality does not issue a vacate order.

By essentially turning a blind eye to these illegal occupancies, S3082 encourages conduct that is injurious to public health and otherwise contrary to public policy.

Good Cause Eviction (S3082)
January 14, 2022
Page 5

***C. Contrary to Repeated Claims at the Hearing,
Recovery for Owner's Use Would be Prohibited in Almost All Instances***

Repeated assurances were given at the hearing that owner's use is a viable avenue for recovery under S3082. However, a review of S3082's language reveals these claims to be almost entirely false.

For one thing, owner's use is entirely unavailable if the building contains 12 or more units.

Furthermore, per § 214(g), where the building contains between five and 11 units, an owner can recover one apartment for personal use, but only for "immediate and compelling necessity" and only if the tenant is not 62 years old or older, or disabled. "Immediate and compelling necessity," a standard imported from the HSTPA and rent control, is very difficult to establish, requiring an owner to make a showing "verging upon stark necessity" (*Hammond v Marcelly*, 58 NYS2d 565 [Mun Ct 1945]). For example, in *Buhagiar v NY State Div of Hous & Comm Renewal*, the Appellate Division held that the owner failed to establish immediate and compelling necessity to reclaim a third-floor apartment because, *inter alia*, a fifth-floor apartment was available for her use, even though she suffered from a chronic knee condition and hypertension and submitted a doctor's statement that she should not regularly traverse five flights of stairs: "[I]mmediate and compelling necessity means more than simple desire or inconvenience" (138 AD2d 226, 229 [1st Dept 1988]; *see also Pam v Weaver*, 9 Misc. 2d 1029, 1030 [Sup Ct, Kings County 1957] ["Financial hardship does not constitute an immediate and compelling necessity but is a mere matter of convenience"]).

And, pursuant to §214(h), where the building contains four or fewer units, an owner can, on S3082's face, recover one or more housing accommodations for personal use. However, since S3082 is already inapplicable to owner-occupied buildings with fewer than four units, this alleged "right" largely exists on paper only and would have little practical application in the real world.

D. All Good Cause Eviction Proceedings Would Require Extensive Litigation

More generally, the "good cause" bases at §§214(a)-(h) would all require discovery and extensive fact-finding to establish. The aim appears to be not to give owners a reasonable basis to retake possession of their own property, but to render the prospect of litigating eviction proceedings so onerous, time-consuming and expensive that owners would be incentivized to permit tenants to stay in possession even where "good cause" nominally exists.

Good Cause Eviction (S3082)
January 14, 2022
Page 6

**Contrary to Assertions Advanced at the Hearing, S3082
Bears Little Resemblance to the New Jersey Eviction Statute**

Many senators and witnesses explicitly tied S3082 to a New Jersey statute (N.J.S.A. 2A:18-61.1) that has been in place since 1974, and asserted that S3082 is based on -- and is essentially a carbon copy of -- such statute. However, a review of the New Jersey statute undermines the veracity of these claims.

(Please see Exhibit A hereto for a comprehensive comparison of the New Jersey statute to S3082.)

A. *Unreasonable (S3082) vs Unconscionable (NJ)*

Most glaringly, the legal standards for eviction based on nonpayment of rent could not be more different.

While S3082 prohibits eviction based upon the nonpayment of rent resulting from a rent increase “which is unreasonable or imposed for the purpose of circumventing the intent of this article,” the New Jersey statute requires only that the rent increase not be “unconscionable.”

“An unconscionable bargain is one which no person in his or her senses and not under delusion would make on the one hand, and no honest and fair person would accept on the other, the inequality being so strong and manifest as to shock the conscience and confound the judgment of any person of common sense” (*Barone v Barone*, 199 AD3d 875 [2d Dept 2021]).

In *Paikoff v Harris*, the Court considered whether a non-purchasing tenant in a converted cooperative building was charged an “unconscionable” rent increase in violation of the Martin Act (185 Misc 2d 372, 378 [App Term 2d Dept 1999]). After noting that the “unconscionable” standard “was not [intended] to institute a system of rent regulation for non-purchasing tenants” (*id.*), the Court held that a 70% rent increase to bring the subject apartment to a market rate was not unconscionable, and thus permissible (*id.*).

Had S3082’s proponents truly intended to model the bill after the New Jersey statute, they would have also imported this “unconscionable” standard for rent nonpayment cases.

However, since their apparent aim was to subject New York property owners to a punitive new rent control regime, S3082’s drafters -- undoubtedly aware of the above caselaw -- jettisoned the “unconscionable” standard and instead imposed an “unreasonable” standard with a 3% or 1.5 times CPI increase being *presumptively* unreasonable and all rent increases being potentially subject to challenge.

Good Cause Eviction (S3082)
January 14, 2022
Page 7

B. *Far More Bases to Recover Possession Under New Jersey Statute*

The New Jersey statute provides at least *eight additional bases* for an owner to recover possession that are absent from S3082:

- Habitual Nonpayment of Rent
- Refusal to Accept Reasonable Changes in the Terms and Conditions of the Lease
- Conviction of Assaulting or Threatening the Landlord or Landlord's Family or Employees
- Civil Action Holding Tenant Liable for Involvement in Criminal Activities
- Conviction for Theft of Property
- Owner Seeks to Retire Premises From Rental Market
- Owner Seeking Conversion of Premises
- Owner Seeking Sale of Premises

Three notable themes running through this list are that (1) the New Jersey statute, by permitting eviction based on habitual rent nonpayment and refusal to accept reasonable changes to the lease, permits owners to retain significant control over the tenancy's terms -- unlike S3082; (2) the New Jersey statute grants owners a wide berth to evict tenants who engage in many different kinds of criminal activity in and around their housing accommodations -- unlike S3082, which would in most instances compel owners to keep criminal tenants in place, *even those who commit crimes against the landlord's own family*; and (3) by not permitting eviction to change a building's use, S3082 essentially conscripts owners' buildings for forced participation in the rental market and commandeers those buildings for public use as part of an off-budget government program.

C. *New Jersey Statutory Standards Lack Punitive Features of S3082*

More generally, where S3082 and the New Jersey statute cover the same subject matter, the New Jersey statute lacks the punitive and difficult-to-satisfy standards (*e.g.* "unreasonable" rent increases, "imposed for the purpose of circumventing the intent of this article," permitting illegal occupancy where no vacate order issued, "immediate and compelling necessity" for owner's use, etc.; *see* Exhibit A) that predominate in S3082.

Good Cause Eviction (S3082)
January 14, 2022
Page 8

S3082, if Enacted, Would be Unconstitutional in Multiple Respects

As previously discussed, S3082 applies to what are currently free-market apartments, where landlords and tenants freely bargain for the terms and conditions of the tenancy. In place of this system, the bill imposes a strict new rent control regime whereby unless one of several narrow species of “good cause” are met, the tenant must be permitted to stay in possession as long as he or she chooses -- even where the owner would prefer to end the tenancy and rent the housing accommodation to another tenant or make other use of the property.

A. *S3082 Violates the Takings Clause*

In *Cedar Point Nursery v Hassid*, the United States Supreme Court held that a state regulation compelling property owners to permit certain individuals access to real property for three hours per day and 120 days per year was a *per se* physical taking for which just compensation is required (141 S Ct 2063 [2021]). The Supreme Court stated, among other things, that “the right to exclude is [not] an empty formality, subject to modification at the government’s pleasure . . . it is a fundamental element of the property right . . . that cannot be balanced away” (*id.* at 2077), and, further, that the regulation in question improperly “appropriates for the enjoyment of third parties the owners’ right to exclude” without providing just compensation (*id.* at 2072).

If requiring such limited access to real property is a *per se* physical taking requiring just compensation, then certainly “appropriat[ing] for the enjoyment of third parties the owners’ right to exclude” from their buildings -- including, for example, by requiring perpetual occupancies and rendering it impossible to remove buildings from the rental market -- must also be a *per se* physical taking.

B. *S3082 Violates the Contract Clause*

In addition, the United States Constitution’s Contract Clause provides that “no state may pass a Law impairing the Obligation of Contracts.” S3082, however, impairs the obligation of contracts in that it impairs a lease or rental agreement for a finite period at the conclusion of which the tenant or occupant must vacate, and instead confers a right to perpetual occupancy.

As the Second Circuit Court of Appeals’ recent ruling in *Melendez v City of New York* makes clear, the Contract Clause is alive and well and works to safeguard and preserve leases and other contracts entered into by real property owners and their tenants (16 F4th 992, 999 [2d Cir 2021]). For instance, in order to survive a Contract Clause challenge, the law in question may not cause more than a “temporary or limited” contractual impairment (*id.* at 1038). S3082, however, forever

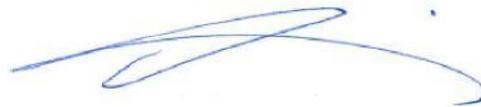
Good Cause Eviction (S3082)
January 14, 2022
Page 9

obliterates existing leases and rental agreements and instead awards tenants and other occupants the right to perpetually occupy real property, notwithstanding the initial terms of possession.

Conclusion

Thank you again for the opportunity to testify last week and for considering this submission. I would be happy to answer any further questions you may have about my position on S3082, or to otherwise continue the lively discussion that was had at the January 7 hearing.

Very truly yours,



Alexander Lycoyannis

cc: Senator Jabari Brisport
188 State Street
615 Legislative Office Building
Albany, New York 12247

Senator Anna Kaplan
Legislative Office Building
Room 805
Albany, New York 12247

Senator Pamela Helming
Legislative Office Building
Room 517
Albany, New York 12247

Good Cause Eviction (S3082)
January 14, 2022
Page 10

EXHIBIT A

Good Cause Eviction (S3082)
January 14, 2022
Page 11

Comparison of S3082 With New Jersey Eviction Statute

<u>Bases for Eviction in Both S3082 and NJ</u>		
Ground for Removal	NY S3082 § 214 (a)-(h)	N.J.S.A. 2A:18-61.1 (a)-(q)
Failure to Pay Rent/Rent Increase	(a): Nonpayment of rent, “provided . . . that the rent due and owing did not result from a <i>rent increase which is unreasonable or imposed for the purpose of circumventing the intent of this article.</i> ” Furthermore, “[i]t shall be a rebuttable presumption that the rent . . . is unreasonable if said rent has been increased by either greater than 3% or 1.5 times [CPI].”	(a). The person fails to pay rent due and owing, provided that any portion of rent unpaid by a tenant to a landlord but utilized by the tenant to continue utility service after notice that the service was in danger of discontinuance based on nonpayment by the landlord, shall not be deemed to be unpaid rent (f): Nonpayment of rent, “provided the <i>increase in rent is not unconscionable . . .</i> ”
Violation or Breach of Agreements Contained in the Lease	(b): “The tenant is violating a substantial obligation of his or her tenancy, other than the obligation to surrender possession . . . <i>provided . . . that the obligation of tenancy for which violation is claimed was not imposed for the</i>	(d). The person has continued, after written notice to cease, to substantially violate or breach any of the landlord’s rules and regulations governing said premises, provided such rules and regulations are reasonable and have been accepted in writing by the tenant or made a part

Good Cause Eviction (S3082)
January 14, 2022
Page 12

	<p><i>purpose of circumventing the intent of this article”</i></p>	<p>of the lease at the beginning of the lease term.</p> <p>(e). The person has continued, after written notice to cease, to substantially violate or breach any of the covenants of the lease for the premises where a right of reentry is reserved to the landlord in the lease for a violation of such covenant or agreement provided that such covenant or agreement is reasonable and was contained in the lease at the beginning of the lease term. . . .</p>
<p>Nuisance and Damage to Property</p>	<p>(c): The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's conduct is such as to interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures</p>	<p>(b). The person has continued to be, after notice, so disorderly as to destroy the peace and quiet of the occupants or other tenants.</p> <p>(c). The person has willfully or by reason of gross negligence caused or allowed destruction, damage, or injury to the premises</p>

Good Cause Eviction (S3082)
January 14, 2022
Page 13

Health and Safety Violations	(d): “Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties therefore, <i>provided however that an agency of the state or municipality having jurisdiction has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not through neglect or deliberate action or failure to act create the condition necessitating the vacate order. . . .</i>	(g). The landlord or owner (1) seeks to permanently board up or demolish the premises because of violations affecting the health and safety of tenants and it is economically unfeasible for the owner to eliminate the violations, (2) seeks to comply with inspectors who have cited him for substantial violations affecting the health and safety of tenants and it is unfeasible to so comply without removing the tenant . . . (3) seeks to correct an illegal occupancy because of a citation and it is unfeasible to correct such illegal occupancy without removing the tenant. . .
Criminal Activity of the Tenant	(e). The tenant is using or permitting the housing accommodation to be used for an illegal purpose.	(n). The person has been convicted of, or pleaded guilty to, certain specified drug offenses within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those

Good Cause Eviction (S3082)
January 14, 2022
Page 14

		<p>premises are located, and has not completed drug rehabilitation; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently . . .</p>
<p>Owner Seeking Sale of Premises and/or Personal Occupancy</p>	<p>(g). The landlord seeks in good faith to recover possession of a housing accommodation located in a building with fewer than 12 units <i>because of immediate and compelling necessity</i> for his or her own, or an immediate family member's, personal use and occupancy as a principal residence, provided no other suitable housing accommodation in such building is available. <i>This paragraph permits recovery of one housing accommodation and does not apply to tenants who are over 62 years of age or disabled.</i></p> <p>(h). The landlord seeks in good faith to recover any or all housing accommodations located in a building with less than 5 units to personally occupy such as a principal residence. A tenant will</p>	<p>(l). (1) The owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. (2) The owner of three or less condominium or cooperative units seeks to evict a tenant whose initial tenancy began by rental from an owner of three or less units after the master deed or agreement establishing the cooperative was recorded, because the owner seeks to personally occupy the unit, or has contracted to sell the unit to a buyer</p>

Good Cause Eviction (S3082)
January 14, 2022
Page 15

	have a cause of action under subsection (g) or (h) if the landlord makes a fraudulent statement regarding the proposed use of the housing accommodation	who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing; (3) The owner of a building of three residential units or less seeks to personally occupy a unit, or has contracted to sell the residential unit to a buyer who wishes to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing.
Tenancy Based on Employment	S3082 inapplicable to “premises the possession, use or occupancy of which is solely incident to employment <i>and such employment is being lawfully terminated</i> ”	(m). The landlord or owner conditioned the tenancy upon and in consideration for the tenant’s employment by the landlord or owner as superintendent, janitor or in some other capacity and such employment is being terminated

<u>Bases for Eviction in NJ and not S3082</u>		
Ground for Removal	NY S3082 § 214 (a)-(h)	N.J.S.A. 2A:18-61.1 (a)-(q)
Habitual Nonpayment of Rent	N/A	(j). The person, after written notice to cease, has habitually and without legal justification failed to pay rent which is due and owing.

Good Cause Eviction (S3082)
January 14, 2022
Page 16

<p>Conviction of Assaulting or Threatening the Landlord or Landlord’s Family or Employees</p>	<p>N/A</p>	<p>(o). The person has been convicted of, or pleaded guilty to, assault, or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who has been so convicted or has so pleaded, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently.</p>
<p>Civil Action that Holds Tenant Liable for Involvement in Criminal Activities</p>	<p>N/A</p>	<p>(p). The person has been found, by a preponderance of the evidence, liable in a civil action involving theft of property located on the leased premises from the landlord, the leased premises or other tenants residing in the leased premises, or involving assault or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord, or certain drug offenses, within or upon the leased premises or the building or complex of buildings and land appurtenant thereto, or the mobile home park, in which those premises are located, and has not in connection with his sentence for that offense either (1) successfully completed or (2) been admitted to and continued upon probation while completing a drug rehabilitation</p>

Good Cause Eviction (S3082)
January 14, 2022
Page 17

		program; or, being the tenant or lessee of such leased premises, knowingly harbors or harbored therein a person who committed such an offense, or otherwise permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently.
Conviction for Theft of Property	N/A	(q). The person has been convicted of, or pleaded guilty to, theft of property from the landlord, the leased premises or other tenants residing in the same building or complex; or, being the tenant or lessee of such leased premises, knowingly harbors therein a person who has been so convicted or has so pleaded, or otherwise permits such a person to occupy those premises for residential purposes, whether continuously or intermittently.
Owner Seeks to Retire Premises From Rental Market	N/A	(g). The landlord or owner . . . (4) is a government agency which seeks to permanently retire the premises from the rental market pursuant to a redevelopment. (h). The owner seeks to retire permanently the residential building or the mobile home park from

Good Cause Eviction (S3082)
January 14, 2022
Page 18

		residential use or use as a mobile home park.
Refusal to Accept Reasonable Changes in the Terms and Conditions of the Lease	N/A	(i). The landlord or owner proposes, at the termination of a lease, reasonable changes of substance in the terms and conditions of the lease, including specifically any change in the term thereof, which the tenant, after written notice, refuses to accept. (Inapplicable to certain specified protected tenants)
Owner Seeking Conversion of Premises	N/A	(k). The landlord or owner of a building or mobile home park is converting from the rental market to a condominium, cooperative or fee simple ownership of two or more dwelling units or park sites, except as hereinafter provided in subsection l. of this section. Where the tenant is being removed pursuant to this subsection, no warrant for possession shall be issued until this act has been complied with. (Inapplicable to certain specified protected tenants)

Good Cause Eviction (S3082)
January 14, 2022
Page 19

<u>Bases for Eviction in S3082 and not NJ</u>			
Ground Removal	for	NY S3082 § 214 (a)-(h)	N.J.S.A. 2A:18-61.1 (a)-(q)
Unreasonably Refused Access		(f). The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee or other person having a legitimate interest therein.	Not a specifically enumerated basis for eviction, although likely falls under subsections (d) and/or (e)