



# THERE'S NO PLACE LIKE HOME

**IMPACT OF GOOD CAUSE EVICTION PROTECTIONS ON SYRACUSE TENANTS**



502

**ALEXANDER MARION, MPA  
SYRACUSE CITY AUDITOR**

# Table of Contents

Message from the Auditor .....	2
Executive Summary .....	3
Introduction .....	4
Evictions .....	8
Syracuse Rental Market .....	10
Local Decisions .....	13
Syracuse’s LLC Situation .....	16
Findings .....	18
Recommendations .....	20
References .....	22
Appendices .....	23
Appendix 1: New York State Good Cause Eviction Legislation (S.8306-C, Enacted 2024)	
Appendix 2: City of Syracuse Resolution Supporting Good Cause Eviction Legislation (14-R, 2022)	
Appendix 3: City of Syracuse Rental Registry Law (Article 9 of Property Conservation Code)	
Appendix 4: New York State LLC Transparency Act Legislation (S.995-B, Enacted 2024)	

# Message from the City Auditor

October 15, 2024

“The right to a good home is one of the noblest motives in the American way of life – it is inherent in the heart and soul of every American and should be the cornerstone of all public policy. Yet we are today facing the gravest housing shortage in our country’s history. A glance at the want ads revealing tragic pleas of families in desperate need of housing is a reminder of the very real crisis at hand.” These words describe the present concern shared by many Americans about the challenges we face in housing. They are not, however, words of our present; rather, they are excerpted from a campaign speech delivered by John F. Kennedy during his first run for the US House of Representatives in 1946. The challenges of housing have existed for a generation and persist to this day.



One of the greatest challenges we face is the crisis of evictions happening in Syracuse. According to forthcoming data from the Housing and Homeless Coalition of Central New York, homelessness is up 63% since 2019. Since that time, family homelessness is up 192%. Most alarmingly, 45% of people currently experiencing homelessness, more than 2,000 people, were previously living in a place where an eviction lawsuit was brought against them or the lease holder. Evictions are a prevalent part of the housing landscape.

Most people agree: Syracuse has a supply problem. More housing must be built. Affordability must be addressed, and increasing supply dramatically is a crucial part of that equation. But housing construction – which takes years of planning, approvals, financing, and construction – does not address the problem of people facing eviction and homelessness today. Where does someone go in a tight housing market if someone is evicted today? Shelters, couch surfing, or the streets.

Good Cause Eviction protections – banning no-fault evictions, automatic lease renewals, and reasonable caps on rent increases – will make a difference for tenants in Syracuse. Landlords will continue to have mechanisms to evict tenants who destroy property or violate the law and tenants, as well as recoup costs with reasonable rent increases. Tenants who follow their leases will be guaranteed the right to a lease renewal if they so choose.

This is common sense legislation. Already, six communities in New York have adopted it and more are underway. The State of New Jersey has had Good Cause protections on the books since 1978. Even Great Britain’s Conservative Party put a ban on no-fault evictions in their last election platform, and the current Labour government is enacting legislation. It is time Syracuse join the growing ranks of communities who have decided to treat housing like the human right it is.

Handwritten signature of Alexander Marion in blue ink.

Alexander Marion, MPA  
Syracuse City Auditor

# Executive Summary

Rents in the City of Syracuse have risen at some of the fastest rates in the country. Increasing rents are a driver of displacement, and sharply increasing rents are causing real affordability problems for Syracuse tenants.

Good Cause Eviction (sometimes known as “Good Cause”) is a tenant protection program which aims to allow tenants to remain in stable housing and reduce the number of evictions while allowing landlords to reasonably increase rents to reflect rising costs. Good Cause has three main provisions: (1) Prevents Excessive Rent Increases, (2) Guarantees Good Tenants an Automatic Lease Renewal, and (3) Eliminates “No Fault Evictions.”

Good Cause Eviction is not a ban or pause on evictions. New York State law continues to allow landlords to evict a tenant, or not offer a lease renewal, if the landlord can demonstrate the tenant has not abided by the lease agreement.

In 2024, a version of Good Cause Eviction was signed into law as part of state budget negotiations. Aside from New York City which is automatically included in the provisions of the law, all other municipalities must vote to pass a local law opting-in to the provisions of Good Cause Eviction. When considering Good Cause Eviction legislation, municipalities have flexibility in establishing a “Unit Threshold” and “Affordability Threshold.”

Unit Threshold establishes the number of units a landlord must own to be subject to the law. The law can apply to all rental properties or only to landlords with more than a specific number of units. To date, all cities which have opted in to Good Cause Eviction have set the Unit Threshold at a single unit, making all landlords subject to the provisions of the law. Affordability Threshold establishes the rent level required to be considered a luxury unit; luxury units are not required to comply with the law.

An important consideration for lawmakers should be the LLC loophole. A Limited Liability Company (LLC) is a business organization set up to provide certain legal and tax benefits to owners. Many landlords purchase rental properties through an LLC to take advantage of these benefits. While seemingly understandable, many properties, all owned by different LLCs on paper, may be passively owned by the same landlord. Landlords can use this loophole to avoid granting protections to tenants.

The report finds rents in the City of Syracuse have risen at some of the fastest rates in the country and evictions in 2024 are on track to meet or outpace 2023 rates. It also finds nearly 50% of LLCs own two units or less and LLCs can be used to circumvent good policies.

The report recommends the City of Syracuse opt-in to Good Cause Eviction protections and set the Affordability Threshold at 345% and Unit Threshold at 1 unit. It also recommends City leaders require LLCs to identify beneficial owners and urges State leaders to revoke real estate licenses from landlords with excessive code violations

# Introduction

## **WHAT IS GOOD CAUSE EVICTION?**

Good Cause Eviction (sometimes known as “Good Cause”) is a tenant protection program which aims to allow tenants to remain in stable housing and reduce the number of evictions while allowing landlords to reasonably increase rents to reflect rising costs.

Good Cause has three main provisions:

### **1. Prevents Excessive Rent Increases**

The law allows landlords to make reasonable increases to rent each year to keep up with rising costs by permitting annual rent escalations. Landlords would be permitted to increase rent by the lower of:

- 10%, or
- 5% plus the annual rate of inflation

In Syracuse for 2024, this would allow a landlord to increase rent by up to 8.45%. A landlord renting an apartment for \$1,000 a month could increase rent by up to \$85 a month, or up to \$1,020 a year.

### **2. Guarantees Good Tenants an Automatic Lease Renewal**

Tenants who are current and paid-up on rent, and who have abided by the terms of their rental agreement, would be guaranteed an option to renew their lease.

### **3. Eliminates “No Fault Evictions”**

No Fault Eviction - When a landlord evicts a tenant without a reason or for reasons which are unrelated to the behavior or actions of the tenant.

Makes it illegal for a landlord to evict or refuse to offer a lease renewal to a tenant who is paying rent and abiding by the law and lease terms.

- Eviction without identifying a reason
- Eviction to re-rent apartment at higher price point
- Eviction because lease term ended

Good Cause Eviction keeps more people in their homes.

## **WHAT GOOD CAUSE EVICTION IS NOT**

Good Cause Eviction is not a ban or pause on evictions.

New York State law continues to allow landlords to evict a tenant, or not offer a lease renewal, if the landlord can demonstrate the tenant has not abided by the lease agreement, such as:

- Failure to pay rent
- Causing a nuisance
- Has lease violations
- Engaged in criminal activity
- Chooses not to sign a lease renewal
- Fails to provide landlord access to apartment

Additionally, landlords have other protections. They cannot renew a lease or seek an eviction if they are:

- Removing the property from the rental market
- Repurposing the unit for themselves or an immediate family member
- Demolishing the building

## **LEGISLATIVE HISTORY**

Good Cause Eviction ([S.305/A.4454](#)) was first introduced in the state Legislature in 2019. The bill is sponsored by Senator Julia Salazar (D-Brooklyn) and Syracuse-area Assembly Member Pamela Hunter (D-Syracuse).

In 2024, a version of Good Cause Eviction was signed into law as part of state budget negotiations. **[APPENDIX 1]** This law applies automatically to New York City but requires all other municipalities across the state to legislatively opt-in through their local board or council.

## **Other Tenant Protections**

The State of New York has made strides enacting other tenant protections in recent years. Notably, the [Tenant Dignity and Safe Housing Act](#), which gives tenants a tool to help remedy poor living conditions caused by consistent housing code violations. It allows tenants to sue over neglected conditions to fix violations of local or state housing standards and codes. It allows courts to order monetary judgments or reductions in future rent for the diminished value of property. The Office of Court Administration will publish simple forms to make it easier for tenants and allows court clerks to assist tenants with completing the forms.

## **PROACTIVE ACTION ON GOOD CAUSE EVICTION**

In the years before being enacted at the State level, several communities around New York proactively passed local laws ensuring Good Cause protections for their residents.

Most notably, the City of Albany, New York passed a local Good Cause Eviction ordinance in July 2021. That law, however, was overturned by courts who held that the providence to enact tenant protections and housing laws rests solely with the state legislature.<sup>1</sup>

In May 2022, the City of Syracuse Common Council passed a resolution by a vote of 8-1 supporting a statewide proposal to enact Good Cause Eviction. Four current Councilors – Rasheeda Caldwell, Rita Paniagua, Amir Gethers, and Chol Majok – along with former Councilors Michael Greene, Jennifer Shultz, Latoya Allen, and Joe Driscoll voted “Yes” and supported the legislation. **[APPENDIX 2]**

The sole “No” vote against the resolution was 2<sup>nd</sup> District Councilor Pat Hogan.

## **LOCAL ACTION AND DECISIONS REQUIRED**

### **Participation Is Not Automatic; Municipalities Must Opt-In**

Aside from New York City which is automatically included in the provisions of the law, all other municipalities must vote to pass a local law pursuant to Section 213 of the Real Property Law opting-in to the provisions of Good Cause Eviction.

When considering Good Cause Eviction legislation, municipalities have flexibility in establishing a “Unit Threshold” and “Affordability Threshold.”

**Unit Threshold** – Establishes the number of units a landlord must own to be subject to the law. This number may be as low as one (1) and is not capped.

**Affordability Threshold** - Establishes the rent threshold required to be considered a luxury unit, as a percentage of the area’s fair market rent (FMR). This percentage may be as high as 345% of FMR, as established by the Census Bureau. Luxury units are not required to comply with the law.

---

<sup>1</sup> Steve Hughes, “Appellate Division Says Albany’s Good Cause Law Violates State Law,” Times Union, March 2, 2023, <https://www.timesunion.com/news/article/appeals-court-rejects-albany-s-good-cause-17815652.php>.

## **MUNICIPAL ACTION SINCE STATE PASSAGE OF GOOD CAUSE EVICTION**

In the few months since New York State enacted Good Cause in April, six cities around the state have acted and voted to opt-in to Good Cause protections. Those cities include Albany, Ithaca, Kingston, Poughkeepsie, Newburgh, and Beacon<sup>2</sup>.

In opting-in, these cities were required to establish Unit and Affordability Thresholds.

All six cities (100%) opted to set the Unit Threshold at one (1) unit, thereby requiring any landlord, regardless the size of their rental real estate portfolio, to be subject to the provisions of the law.

Five of the cities (83%) set their Affordability Threshold at the maximum 345% of FMR. The City of Kingston to set theirs at 300% of area FMR.



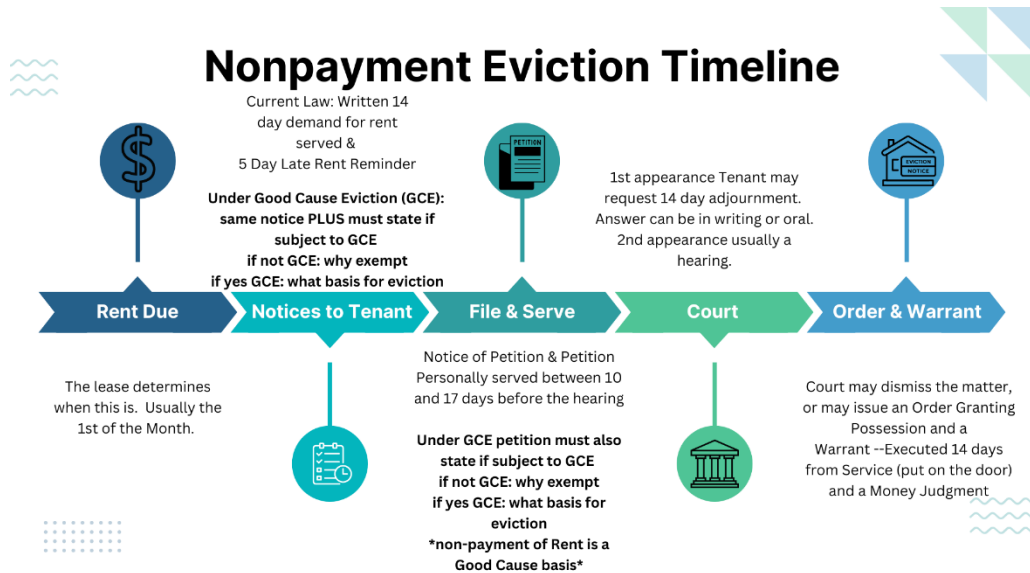
<sup>2</sup> Austin C. Jefferson, "Which Upstate Cities are Adopting 'Good Cause' Eviction and Rent Control?," City & State NY, July 29, 2024, <https://www.cityandstateny.com/policy/2024/07/which-upstate-cities-are-adopting-good-cause-eviction-and-rent-control/398404/>.



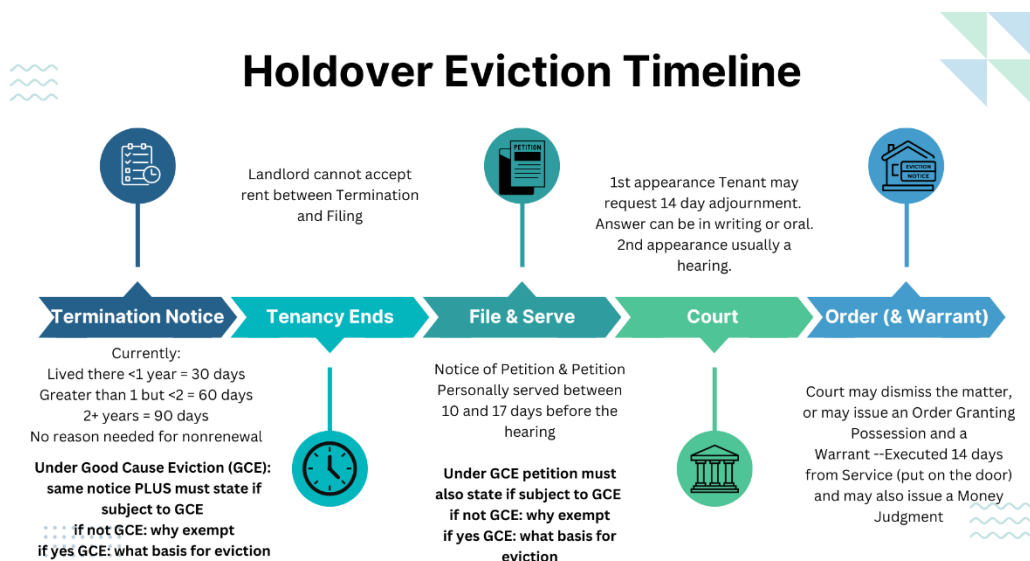
# Evictions

Evictions are a legal mechanism for a landlord to remove a tenant from a property. There are two principal types of eviction: non-payments and holdovers.

**Non-Payment Evictions** happen when a landlord seeks to remove a tenant who has stopped paying rent. The legal process for non-payment evictions can be stopped if a tenant pays their rental arrears after an eviction warrant is issued.

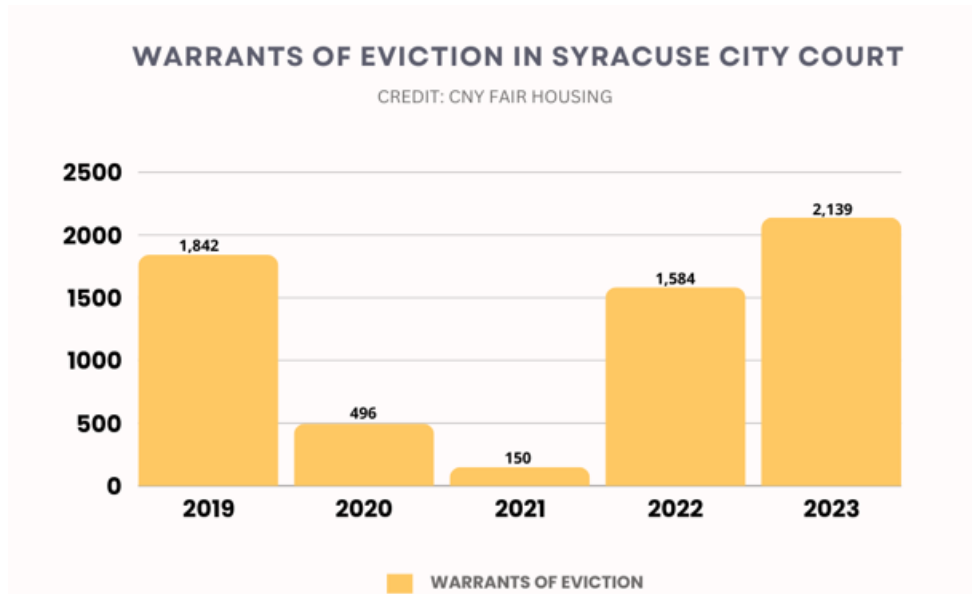


**Holdover Evictions** occur for any other reason, such as an objectionable tenancy or a tenant, whose formal lease has ended, has remained in a unit on a month-to-month basis.

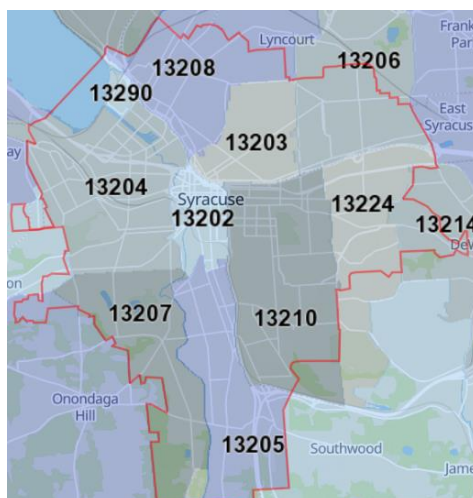


## Eviction Data for Syracuse

The City of Syracuse has seen a dramatic increase in evictions following the expiration of the COVID-19 pandemic-era eviction moratorium. According to data compiled by CNY Fair Housing, in 2019 (prior to the pandemic and eviction moratorium), 1,842 warrants of eviction were filed in Syracuse City Court. In 2022, more than 1,584 warrants were filed as the moratorium came to an end. That number increased in 2023 when 2,139 warrants were filed – an average of 178 per month. Eviction warrants in 2024 are holding steady, with nearly 1,300 warrants being filed through August, an average of 160 per month.



Evictions are highest in areas with concentrated poverty. Areas on Syracuse's Northside, Southside, and Near Westside (represented by ZIP codes 13203, 13204, 13205, and 13208) see the highest number of warrants issued each year. Over 30% of the warrants issued so far in 2024 were in high-needs areas of the South and West sides of Syracuse.



**Map of ZIP Codes in Syracuse**

# Syracuse Rental Market

<b>CITY OF SYRACUSE HOUSING FACTS</b>	
Area Median Income (AMI)	\$47,525
Percentage of Residents Below Poverty Line	31.6%
Percentage of Children Living in Poverty	48.3%
Percentage of Residents Who Rent	60.7%
Median Gross Rent	\$1,060/Month
Fair Market Rent (FY25)	\$963/Month (Studio) to \$1,821/Month (4BR)
Number of Rental Units in Syracuse	66,791
Hourly Wage Needed to Afford 2-Bedroom Rental Unit	\$19.42 to \$25.38/Hour
Annual Rental Price Trend	Up 22% Year Over Year
Homelessness Change Since 2019	Up 63%
Family Homelessness Change Since 2019	Up 192%
Percentage of Homeless Students in SCSD	10% (~2000 Students)

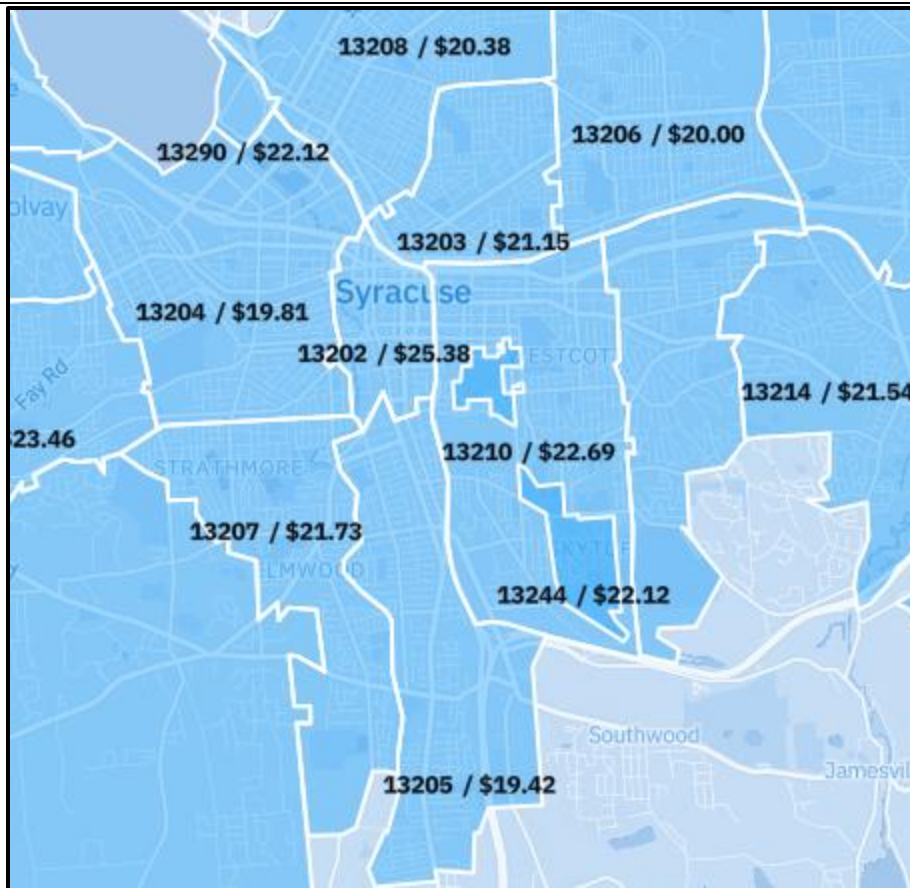
Rents in the City of Syracuse have risen at some of the fastest rates in the country. An analysis performed by rental platform Zumper, and first reported by the New York Times, showed average rental prices in Syracuse were up 22% year over year from February 2023 to February 2024.<sup>3</sup> More than 60% of City residents rent.

Increasing rents are a driver of displacement, and sharply increasing rents are causing real affordability problems for Syracuse tenants. Landlords raising rents leads to default evictions - where tenants are forced out of their housing due to an inability to pay. According to the federal Government Accountability Office (GAO), a median rent increase of just \$100 per month can lead to as much as a 9% increase in the rate of homelessness.<sup>4</sup>

According to data compiled as part of the "Out of Reach" report by the National Low Income Housing Coalition (NLIHC), the hourly wage needed to afford a two-bedroom apartment in the City of Syracuse ranges between \$19.42 and \$25.38.12 per hour.

<sup>3</sup> Michael Kolomatsky, "Rents Are Flat - or up, or down, Depending Where You Look," The New York Times, March 7, 2024, <https://www.nytimes.com/2024/03/07/realestate/rent-increase-ny-chicago-texas.html#:~:text=One%2Dbedroom%20rents%20were%20up,Jersey%20City%2C%20N.J.>

<sup>4</sup> "How Covid-19 Could Aggravate the Homelessness Crisis?," U.S. GAO, April 4, 2024, <https://www.gao.gov/blog/how-covid-19-could-aggravate-homelessness-crisis>.



**Hourly Wage Needed to Afford a Two-Bedroom Unit Across Syracuse**

According to the US Census Bureau, the area median income (AMI) in the City of Syracuse is \$47,525.<sup>5</sup>

Nearly one-third (1/3) of households in Syracuse live below the poverty line – including nearly 50% of children under the age of 18. According to the Syracuse City School District, one in ten students – almost 2,000 students – are either homeless or housing unstable.<sup>6</sup>

Data compiled by the Housing and Homeless Coalition of Central New York (which will be released as part of their forthcoming Point In Time Count analysis), shows 45% of people currently experiencing homelessness, more than 2,000 people, were previously living in a place where an eviction lawsuit was brought against them or the lease holder.

Homelessness overall has increased more than 63% since 2019, with family homelessness up a staggering 192%. Of those experiencing homelessness, 35% identified as Black/African American.

<sup>5</sup> The United States Census Bureau, “Syracuse City, New York,” United States Census Bureau, accessed September 23, 2024, [https://data.census.gov/profile/Syracuse\\_city,\\_New\\_York?g=160XX00US3673000](https://data.census.gov/profile/Syracuse_city,_New_York?g=160XX00US3673000).

<sup>6</sup> Conor Wright, “1 in 10 Syracuse Students Are Homeless; More Will Join Them Without Affordable Housing,” CNY Central, November 23, 2023, <https://cnycentral.com/news/local/1-in-10-syracuse-students-are-homeless-more-will-join-them-without-affordable-housing>

## **SYRACUSE RENTAL REGISTRY**

In 2007, the City of Syracuse enacted a Rental Registry – a law mandating registration of certain smaller rental properties. The registry was created as a mechanism to improve compliance with lead paint removal but serves as a valuable tool to crack down on bad landlords, increase code compliance, and improve quality-of-life. **[APPENDIX 3]**

The law applies only to one- and two-family rental properties. The registration fee is \$150 and is required every three years. Prior to receiving a certificate to operate, properties must be inspected by City code enforcement to ensure the rental property is safe and in compliance with building codes.

Failing to obtain a Rental Registry certificate is a violation of the Syracuse Property Conservation Code, which can be criminally or civilly punished - including with a \$150 fine or up to \$15 days in jail. Renting a dwelling unit without a certificate is itself a separate violation of the Code.

Compliance has been challenging for the City of Syracuse, with more than half of required properties not listed on the Rental Registry.

### Ongoing Litigation

Earlier this year, members of the Syracuse Property Owners Association sued the City of Syracuse to block the requirement of an interior inspection on grounds it violates the Fourth Amendment. Most communities which have enacted a rental registry has similar or more stringent inspection requirements. Localities including the cities of Buffalo<sup>7</sup> and Plattsburgh<sup>8</sup> and the neighboring villages of Solvay<sup>9</sup> and East Syracuse<sup>10</sup> have similar regulations.

---

<sup>7</sup> "Proactive Rental Inspections," Proactive Rental Inspections | Buffalo, NY, accessed September 23, 2024, <https://www.buffalony.gov/1372/Proactive-Rental-Inspections>.

<sup>8</sup> <https://cityofplattsburgh-ny.gov/departments/building-inspector/high-occupancy-rental-registry>

<sup>9</sup> "Rental Inspections." Village of Solvay. Accessed September 23, 2024. <https://villageofsolvay.com/departments/code-enforcement/rental-inspections/>.

<sup>10</sup> "Village of East Syracuse, NY: § 265 Rental Property," Village of East Syracuse, NY Code, accessed September 23, 2024, <https://ecode360.com/31997643>.

# Local Decisions

Aside from New York City which is automatically included in the provisions of the law, all other municipalities must vote to opt-in to the provisions of Good Cause Eviction.

When considering Good Cause Eviction legislation, municipalities have flexibility in establishing a "Unit Threshold" and "Affordability Threshold."

## **Unit Threshold**

An important decision for local leaders is to set the unit threshold for which the law applies. This decision establishes the number of units a landlord must own to be subject to the law. The law can apply to all rental properties or only to landlords with more than a specific number of units. To date, all cities which have opted in to Good Cause Eviction have set the Unit Threshold at a single unit, making all landlords subject to the provisions of the law.

## **Affordability Threshold**

The second decision which must be made in opting into Good Cause Eviction is to set the municipality's affordability threshold. This establishes the rent level required to be considered a luxury unit, as a percentage of the area's fair market rent (FMR). Luxury units are not required to comply with the law.

The law allows municipalities to set the Affordability Threshold up to 345% of FMR, as established by the United State Department of Housing and Urban Development (HUD). The FMR varies based on unit size.

	<b>Studio</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>
<b>FY 2025 FMR</b>	\$963	\$1,074	\$1,321	\$1,616	\$1,821
<b>FY 2024 FMR</b>	\$828	\$916	\$1,126	\$1,381	\$1,600
<b>Annual FMR Change</b>	\$135	\$158	\$195	\$235	\$221
<b>Percentage Change</b>	16.3%	17.2%	17.3%	17.0%	13.8%

In Syracuse, the FMR increased sharply for the 2025 fiscal year. The average increase in FMR is more than 16%, with one-, two-, and three-bedroom units all going up more than 17%.

	<b>Studio</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>
<b>FY 2025 FMR</b>	\$963	\$1,074	\$1,321	\$1,616	\$1,821
<b>Luxury Unit Threshold at 345% FMR</b>	\$3,322	\$3,705	\$4,557	\$5,575	\$6,282

If the Affordability Threshold was set at the maximum 345% of FMR, a two-bedroom unit renting for less than \$4,557 would be covered under the law. Any remaining two-bedroom rental units priced higher than \$4,557 would be considered luxury units and would be exempt from Good Cause Eviction provisions.

### **The LLC Loophole**

An important consideration for lawmakers should be the LLC loophole. A Limited Liability Company (LLC) is a business organization set up to provide certain legal and tax benefits to owners (known as members) of the company. They offer limited liability protection, pass-through taxation, and anonymity for owners. The organizational structure protects members (owners) from assuming direct responsibility for the debts and liabilities of the company, and these entities are taxed on a pass-through basis – owners report the business's income or loss on their personal tax returns. Because of these benefits, LLCs are one of the most common types of business organization.

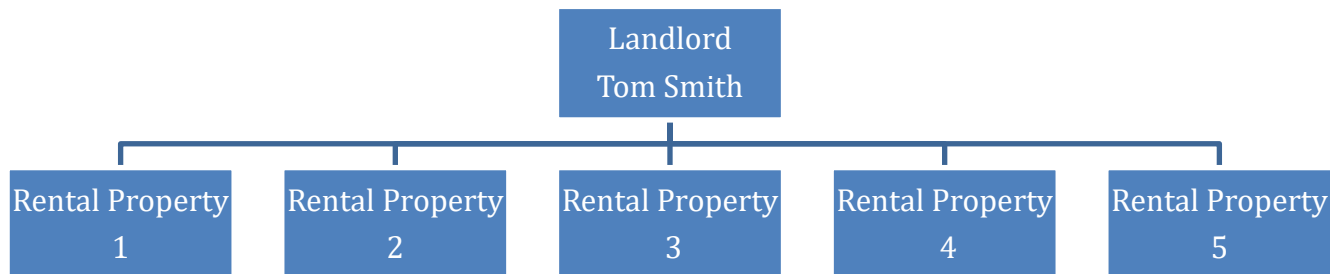
Many landlords purchase rental properties through an LLC to take advantage of these benefits. While seemingly understandable, the law views each LLC as a unique business entity, and one individual can be a member in an unlimited number of LLCs.

As a result, many properties, all owned by different LLCs on paper, may be passively owned by the same landlord. The law recognizes each company as a separate business and due to the anonymity protections of LLCs, the passthrough owners are not required to identify themselves. Landlords can use this loophole to avoid granting protections to tenants.

Loophole Example:

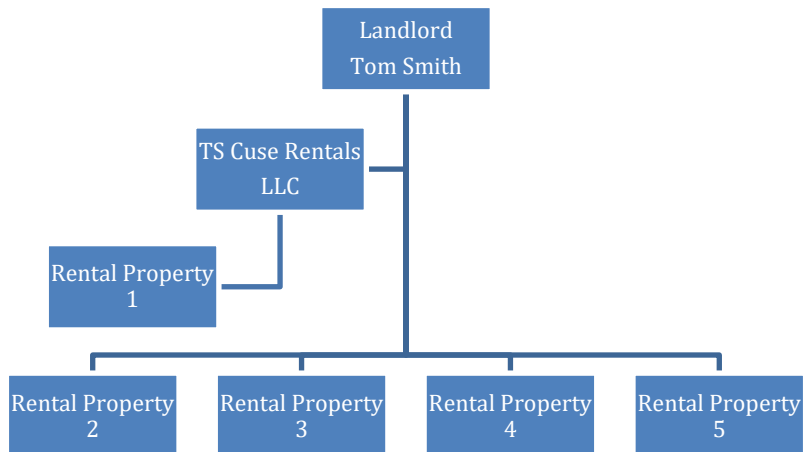
**Tom Smith owns five single-family houses in the City of Syracuse and uses them as rental units. He has existing tenants and does his own property maintenance and management.**

**Let's assume local leaders pass Good Cause Eviction protections but set the Unit Threshold at five units. Tom owns exactly five rental units, so he would need to comply with Good Cause Eviction laws.**



**Tom recognizes, though, that there could be a solution. Instead of personally owning all five units, he can avoid the unit threshold by selling one of his units to a new company. He decides to create "TS Cuse Rentals LLC." He's the only member/owner of this new company.**

**Tom sells one of his rental properties to the new company on paper, but everything else stays the same. He continues to maintain and manage the property and his tenant experiences no changes.**



**Substantively, Tom is still the landlord of five rental units but the law recognizes his rental units under two different owners: Tom Smith owns four units, and TS Cuse Rentals LLC owns one unit. As a result, under the assumption of a five-unit threshold, both Tom Smith and TS Cuse Rentals LLC are below the unit threshold and neither Tom nor the LLC is required to abide by the provisions of Good Cause Eviction at any of the properties.**

When setting the Unit Threshold, local leaders need to be aware of this common legal maneuver. Setting the Unit Threshold at one (1) unit can prevent the use of this loophole from being used to avoid the tenant protections afforded under Good Cause Eviction.



# Syracuse's LLC Situation

In Syracuse, there are 66,791 housing units, according to Census data. Of those, approximately two out of every three are rental units. Those rental units range from single-family homes to multi-story apartment buildings with hundreds of units.

Rental units are owned by individuals and businesses, including more than 1,700 unique LLCs who own 4,000 residential properties accounting for more than 17,000 housing units (~38% of all rental units).

<b>Facts About LLC Owners of Rentals in Syracuse</b>	
Unique LLCs	1706
Properties Owned	3906
Units Controlled	17363

The likelihood a property is owned by an LLC increases with the size and number of units within a property. Just 6% of single-family homes have LLC ownership but that number jumps up to 52% of all apartment buildings. One (1) out of every seven (7) apartment buildings is owned by an LLC with an address on file which is not in New York State.

<b>Assessment Property Class</b>	<b>Percentage Owned by LLC</b>
Single-Family Residential	6%
Two-Family Residential	20%
Three-Family Residential	33%
Multi-Family Residential	28%
Apartment	52%

Taking advantage of the benefits of this business entity, more than 64% of LLCs which own rental property own just one property. That number increases to 79% for LLCs which own two or less properties, and again to 92% for LLCs owning five or less properties.

<b>Percentage of LLCs Which Own Rental Properties</b>	
Own Just 1 Property	64%
Own 2 or Less Properties	79%
Own 5 or Less Properties	92%
Own 10 or Less Properties	97%

The information shows that nearly 2 out of 3 LLCs which own rental properties in Syracuse own just one property. Nearly all LLCs who own rentals own ten or less properties.

Further, of the 64% of LLCs which own just one property, nearly 400 of them own a property which is single-unit.

<b>Percentage of LLCs Which Own Rental Units</b>	
Own Just 1 Unit	22%
Own 2 or Less Units	49%
Own 5 or Less Units	69%
Own 10 or Less Units	82%

## **LLC TRANSPARENCY ACT**

In 2023, the New York State legislature passed the LLC Transparency Act to remove the anonymous shield of ownership LLCs provide to owners. The LLC Transparency Act would create a publicly-searchable database for beneficial ownership information of LLCs formed in or registered to do business in New York State. **[APPENDIX 4]**

Governor Kathy Hochul amended the bill before signing it into law, removing the public database provision. Instead, the enacted version of the law creates a database accessible only by law enforcement agencies and other government entities performing operations specified in law, or by court order. Beginning January 1, 2026, all LLCs formed will have to name their members at the time of their organization; LLCs existing prior to 2026 will have until January 1, 2027 to identify their members.<sup>11</sup>

The LLC Transparency Act will not have an impact on eviction protections. The public will not have access to the database. The law, as enacted, is structured to address illegal activity - not civil cases, like housing court and evictions. As such, it is unlikely this will become a feature of civil court actions.

---

<sup>11</sup> “New York’s LLC Transparency Act: What You Need to Know.” Jones Day, April 19, 2024. <https://www.jonesday.com/en/insights/2024/04/new-yorks-llc-transparency-act-what-you-need-to-know>.

# Findings

## **Finding 1: The City of Syracuse has high rates of evictions, which is contributing to higher levels of homelessness.**

Evictions in 2024 are on track to meet or outpace 2023 rates. 45% of the people experiencing homelessness lived in a unit where an eviction was filed. Without stronger protections against evictions and rent increases, the homeless population will continue to grow resulting in greater financial costs to local governments.

## **Finding 2: The proliferation of LLC-owned properties poses challenges for tenant protections as well as regulatory processes.**

LLCs offer owners a variety of benefits including anonymity. LLCs can also be used to circumvent good policies. The ability of LLCs to shield a landlord from being named can dilute the power of Good Cause Eviction and hamper government's ability to contact a landlord who has code violations, past due water charges, back taxes, etc.

## **Finding 3: Fair market rent (FMR) increased more than 16% over the past year with one study showing a 22% increase in average rents.**

With double-digit rent increases in the Syracuse market, tenants are at major risk of displacement through lack of affordability, non-renewals, or direct evictions. With rapidly rising rents, a majority-renter city where one-third of residents live in poverty will likely see its unhoused population grow. Caps on rent increases are a critical mechanism to ensure existing residents are not priced out of their homes.

## **Finding 4: Nearly 2 out of 3 rental property-owning LLCs own just one property; 49% of LLCs own two units or less**

More than 1,700 unique LLCs own over 3,900 rental properties in Syracuse, accounting for about 38% of all rental units. Nearly two-thirds of rental-owning LLCs hold no other property in Syracuse, likely meaning the company was organized for the express purpose of being a holding company for that asset. Nearly 50% of those 1,700 LLCs own a building or buildings with two or less units.

## **Finding 5: Link Between Evictions and Homelessness**

45% of people currently experiencing homelessness, more than 2,000 people, were previously living in a place where an eviction lawsuit was brought against them or the lease holder.

Homelessness in Central New York overall has increased more than 63% since 2019, with family homelessness up a staggering 192%. Of those experiencing homelessness, 35% identified as Black/African American.

**Finding 6: More than 50% of required properties are not registered with the Rental Registry**

According to City data and statements from the administration, almost 60% of properties which are required to comply with the registration requirements of the rental registry law are not properly registered. Failure to comply with the law can result in fines or jail time but punishments are not increasing compliance.

# Recommendations

## **Recommendation 1: The City should opt-in to Good Cause Eviction tenant protections and set the Affordability Threshold at 345% and Unit Threshold at 1 unit.**

The City of Syracuse should opt in to the Good Cause Eviction law to help keep tenants in their homes and prevent unreasonable rent increases. The City should set the Affordability Threshold percentage at 345% of area fair market rent to capture as many rental units as possible, and set the Unit Threshold at one (1) unit to also ensure the maximum number of tenants will be covered by these protections. Tenants should have predictability when renting, and policies shouldn't change from rental unit to rental unit depending on the owner. Capped rent increases and uniform policies which aren't dependent on the number of properties a landlord owns should be in place.

## **Recommendation 2: Require property owners to submit beneficial owner names and contact information when registering LLCs with the city for any government purpose, including rental registry, water bills, property taxes, and business licenses.**

With more than 3,900 rental properties owned by LLCs in Syracuse, the City should maintain more information about owners to pursue legal remedies. The New York State LLC Transparency Act will likely be inadequate and is still several years away from implementation. The City should require LLC owners to disclose beneficial ownership information, as well as identify a local point of contact and/or property manager, for purposes including the Rental Registry, water billing, and property tax collections. The Common Council should pursue a local ordinance modeled on the LLC Transparency Act to mandate this compliance and ensure City officials have immediate access to those records.

## **Recommendation 3: New York State should pursue statewide right to counsel for housing court, ensuring all tenants have legal representation during eviction proceedings.**

With more than two-thirds of warrants leading to evictions, tenants need additional due process protections in the eviction and housing court process. A bill proposed by Syracuse Senator Rachel May in the state legislature ([S.2721](#)) would create the New York State Office of Civil Representation and guarantee a right to legal counsel in any proceeding that could result in a tenant's removal from housing. Ensuring tenants have a guaranteed right to counsel in housing court proceedings would ensure their rights under law are protected during this process and more people will be able to remain in their homes.

## **Recommendation 4: New York State should pursue a statewide Housing Access Voucher Program to provide rental assistance to families facing potential nonpayment evictions.**

The State of New York should enact a statewide Housing Access Voucher Program ([S.568-B \(Kavanagh\)/A.4021 \(Rosenthal\)](#)). This program provides rental assistance to individuals and families

facing homelessness and eviction who are currently spending more than 30% of their household income on rent. This assistance would cap their contribution at 30% of their income and cover the remaining gap. This program would help curb nonpayment evictions, ensuring landlords are paid and tenants could afford their rent while affording other essentials. Unlike federal assistance programs, the state program would not have disqualifying criteria like citizenship status or criminal history.

**Recommendation 5: New York State should strip people with excessive code violations of state professional licenses, like realtors**

With the right of land ownership comes the responsibility to maintain that property and rental property owners have a duty to ensure the safety and security of their tenants. Failure to maintain a property to code is a scourge on tenants, neighbors, and the entire community. Landlords who hold also New York State realty licenses are especially aware of the importance of a well-maintained home and the impact it has on the community at-large. Those who fail to meet the necessary building, fire, health, and safety standards of New York State or a local community should not be able to broker or sell real estate in New York State. The State should enact law which strips real estate brokers, agents, and salespeople of their right to practice in New York State if they accumulate excessive code violations.

## References

- "High Occupancy Rental Registry." High Occupancy Rental Registry | City of Plattsburgh, New York. Accessed September 23, 2024. <https://cityofplattsburgh-ny.gov/departments/building-inspector/high-occupancy-rental-registry>.
- "How Covid-19 Could Aggravate the Homelessness Crisis?" U.S. GAO, April 4, 2024. <https://www.gao.gov/blog/how-covid-19-could-aggravate-homelessness-crisis>.
- Hughes, Steve. "Appellate Division Says Albany's Good Cause Law Violates State Law." Times Union, March 2, 2023. <https://www.timesunion.com/news/article/appeals-court-rejects-albany-s-good-cause-17815652.php>.
- Jefferson, Austin C. "Which Upstate Cities Are Adopting 'good Cause' Eviction and Rent Control?" City & State NY, July 29, 2024. <https://www.cityandstateny.com/policy/2024/07/which-upstate-cities-are-adopting-good-cause-eviction-and-rent-control/398404/>.
- Kolomatsky, Michael. "Rents Are Flat - or up, or down, Depending Where You Look." The New York Times, March 7, 2024. <https://www.nytimes.com/2024/03/07/realestate/rent-increase-ny-chicago-texas.html#:~:text=One%2Dbedroom%20rents%20were%20up,Jersey%20City%2C%20N.J.>
- "New York's LLC Transparency Act: What You Need to Know." Jones Day, April 19, 2024. <https://www.jonesday.com/en/insights/2024/04/new-yorks-llc-transparency-act-what-you-need-to-know>.
- "Proactive Rental Inspections." Proactive Rental Inspections | Buffalo, NY. Accessed September 23, 2024. <https://www.buffalony.gov/1372/Proactive-Rental-Inspections>.
- "Rental Inspections." Village of Solvay. Accessed September 23, 2024. <https://villageofsolvay.com/departments/code-enforcement/rental-inspections/>.
- Tampone, Kevin. "Syracuse Ranks No. 2 among Big US Cities for Worst Child Poverty Even as Rate Falls." Syracuse.com, December 7, 2023. <https://www.syracuse.com/news/2023/12/syracuse-ranks-no-2-among-big-us-cities-for-child-poverty-even-as-rate-falls.html>.
- United States Census Bureau, The. "Syracuse City, New York." United States Census Bureau. Accessed September 23, 2024. [https://data.census.gov/profile/Syracuse\\_city,\\_New\\_York?g=160XX00US3673000](https://data.census.gov/profile/Syracuse_city,_New_York?g=160XX00US3673000).
- "Village of East Syracuse, NY: § 265 Rental Property." Village of East Syracuse, NY Code. Accessed September 23, 2024. <https://ecode360.com/31997643>.
- Conor Wight. "1 in 10 Syracuse Students Are Homeless; More Will Join Them Without Affordable Housing." CNY Central. November 23, 2023. <https://cnycentral.com/news/local/1-in-10-syracuse-students-are-homeless-more-will-join-them-without-affordable-housing>.

1 with the taxable property, with the amount of the exemption shown in a  
 2 separate column.

3 5. For the purposes of this section, a residential building shall mean  
 4 any building or structure designed and occupied exclusively for residen-  
 5 tial purposes by not more than two families.

6 6. In the event that a building granted an exemption pursuant to this  
 7 section ceases to be used primarily for residential purposes, or title  
 8 thereto is transferred to other than the heirs or distributees of the  
 9 owner, the exemption granted pursuant to this section shall cease.

10 7. (a) A county, city, town or village may, by its local law, or  
 11 school district, by its resolution:

12 (i) reduce the per centum of exemption otherwise allowed pursuant to  
 13 this section; and

14 (ii) limit eligibility for the exemption to those forms of recon-  
 15 struction, alterations, improvements, or new construction as are  
 16 prescribed in such local law or resolution.

17 (b) No such local law or resolution shall repeal an exemption granted  
 18 pursuant to this section until the expiration of the period for which  
 19 such exemption was granted.

20 § 3. This act shall take effect immediately and shall apply to assess-  
 21 ment rolls based on taxable status dates occurring on or after such  
 22 effective date.

23 PART HH

24 Section 1. The real property law is amended by adding a new article  
 25 6-A to read as follows:

26 ARTICLE 6-A

27 GOOD CAUSE EVICTION LAW

28 Section 210. Short title.

29 211. Definitions.

30 212. Applicability in the city of New York.

31 213. Voluntary participation by local governments outside the  
 32 city of New York.

33 214. Covered housing accommodations.

34 215. Necessity for good cause.

35 216. Grounds for removal of tenants.

36 217. Preservation of existing requirements of law.

37 218. Waiver of rights void.

38 § 210. Short title. This article shall be cited as the "good cause  
 39 eviction law".

40 § 211. Definitions. 1. The term "housing accommodation", as used in  
 41 this article shall mean any residential premises, including any residen-  
 42 tial premises located within a mixed-use residential premises.

43 2. The term "landlord" as used in this article shall mean any fee  
 44 owner, lessor, sublessor, assignor, court appointed receiver, or any  
 45 other person or entity receiving or entitled to receive rent for the  
 46 occupancy of any housing accommodation or an agent of any of the forego-  
 47 ing.

48 3. (a) The term "small landlord" as used in this article shall mean a  
 49 landlord of no more than (i) ten units in the state, or (ii) such other  
 50 number of units in the state designated by local law pursuant to para-  
 51 graph (b) of subdivision two of section two hundred thirteen of this  
 52 article.

53 (b) If a landlord is a single natural person, then that landlord is a  
 54 small landlord if they own or are a beneficial owner of, directly or



1 indirectly, in whole or in part, no more than the number of units estab-  
2 lished pursuant to paragraph (a) of this subdivision; if there is more  
3 than one natural person owner, then no one person may own or be a bene-  
4 ficial owner of, directly or indirectly, in whole or in part, more than  
5 the number of units established pursuant to paragraph (a) of this subdivi-  
6 vision.

7 (c) If a landlord is an entity, organized under the laws of this state  
8 or of any other jurisdiction, then that landlord is a small landlord if  
9 each natural person with a direct or indirect ownership interest in the  
10 entity or any affiliated entity owns no more than the number of units  
11 established pursuant to paragraph (a) of this subdivision. If an entity  
12 cannot provide the names of all natural persons with a direct or indi-  
13 rect ownership interest in the entity, such entity shall not qualify as  
14 a small landlord.

15 4. The term "tenant" as used in this article shall mean a tenant,  
16 sub-tenant, lessee, sublessee, or any other person entitled to the  
17 lawful possession, use or occupancy of any housing accommodation. An  
18 individual shall not be considered a tenant for the purposes of this  
19 article if:

20 (a) no landlord-tenant relationship exists, as established pursuant to  
21 any of the grounds set forth in section seven hundred thirteen of the  
22 real property actions and proceedings law; or

23 (b) the individual is an occupant, as defined in paragraph (b) of  
24 subdivision one of section two hundred thirty-five-f of this chapter,  
25 who has not received the landlord's express or implied consent to use  
26 the housing accommodation as their primary residence in exchange for  
27 payment of rent.

28 5. The term "rent" as used in this article shall mean any consider-  
29 ation, including any bonus, benefit or gratuity demanded or received for  
30 or in connection with the possession, use or occupancy of housing accom-  
31 modations or the execution or transfer of a lease for such housing  
32 accommodations. The term "rent" shall not include any separate charges  
33 for services, amenities or facilities which the tenant pays in addition  
34 to rent, including but not limited to charges for fitness centers, park-  
35 ing, storage, or facility rentals, provided that such charges are not  
36 imposed or increased for the purposes of circumventing this article.

37 6. The term "disabled person" as used in this article shall mean a  
38 person who has an impairment which results from anatomical, physiolog-  
39 ical or psychological conditions, other than addiction to alcohol,  
40 gambling, or any controlled substance, which are demonstrable by  
41 medically acceptable clinical and laboratory diagnostic techniques, and  
42 which are expected to be permanent and which substantially limit one or  
43 more of such person's major life activities.

44 7. The term "inflation index" shall mean five percent plus the annual  
45 percentage change in the consumer price index for all urban consumers  
46 for all items as published by the United States bureau of labor statis-  
47 tics for the region in which the housing accommodation is located, as  
48 established for the most recent preceding calendar year as shall be  
49 published by the division of housing and community renewal no later than  
50 the first of August in any given year, provided further that for New  
51 York city and any village, town, or city that adopts the provisions of  
52 this article by local law pursuant to subdivision one of section two  
53 hundred thirteen of this article in the counties of Dutchess, Nassau,  
54 Orange, Putnam, Rockland, Suffolk, and Westchester, such consumer price  
55 index shall be the New York-Newark-Jersey City, NY-NJ-PA consumer price  
56 index, and provided further that for any other village, town, or city

1 that adopts the provisions of this article by local law pursuant to  
2 subdivision one of section two hundred thirteen of this article, such  
3 consumer price index shall be the Northeast Region consumer price index.

4 8. The term "local rent standard" shall mean a rent increase equal to  
5 the inflation index or ten percent, whichever is lower.

6 § 212. Applicability in the city of New York. Upon the effective date  
7 of this section, this article shall apply to the city of New York.

8 § 213. Voluntary participation by local governments outside the city  
9 of New York. 1. Applicability. This article shall apply in any village,  
10 town, or a city, other than the city of New York, that, acting through  
11 its local legislative body, adopts the provisions of this article by  
12 local law.

13 2. Opt-in by a village, town, or city, other than the city of New  
14 York. A village, town, or city that adopts the provisions of this arti-  
15 cle by local law pursuant to subdivision one of this section may:

16 (a) provide that any unit on or within a housing accommodation shall  
17 be exempt from the provisions of this article if such unit has a monthly  
18 rent above a percent of fair market rent, as published by the United  
19 States department of housing and urban development and as shall be  
20 published for each county in the state by the division of housing and  
21 community renewal pursuant to subdivision fifteen of section two hundred  
22 fourteen of this article, that shall be established in the local law  
23 adopted pursuant to subdivision one of this section, provided that if  
24 such local law does not establish such percent of fair market rent, any  
25 unit on or within a housing accommodation with a monthly rent greater  
26 than two hundred forty-five percent of such fair market rent shall be  
27 exempt from the provisions of this article; and/or

28 (b) define "small landlord" as a landlord of no more than any number  
29 of units in the state that the village, town, or city enacts by local  
30 law, provided that if such local law does not define "small landlord," a  
31 "small landlord" shall mean a landlord of no more than ten units in the  
32 state.

33 3. Notwithstanding the foregoing provisions of this section, if a town  
34 and a village within such town both adopt the provisions of this article  
35 by local law pursuant to subdivision one of this section, the local law  
36 adopted by such town shall not apply within the territorial limits of a  
37 village within such town.

38 4. Nothing in this section shall permit a village, town, or city to  
39 which this article applies to preempt or alter the terms and provisions  
40 of this article within such village, town or city.

41 5. Within thirty days of receipt of a local law adopted pursuant to  
42 subdivision one of this section, and filed with the department of state  
43 pursuant to section twenty-seven of the municipal home rule law, the  
44 department of state shall notify the division of housing and community  
45 renewal of such adoption.

46 6. The division of housing and community renewal shall include in the  
47 annual publication required pursuant to subdivision seven of section two  
48 hundred eleven of this article a list including any village, town, or  
49 city, other than the city of New York, as to which the division of hous-  
50 ing and community renewal has received the notice from the department of  
51 state required pursuant to subdivision five of this section indicating  
52 that such village, town, or city has adopted a local law pursuant to  
53 subdivision one of this section to apply the provisions of this article  
54 within such village, town, or city. Such list shall include the name of  
55 each village, town, or city that has adopted such a local law, the  
56 applicable fair market rent threshold within such village, town, or city

1 for exemption from the provisions of this article established pursuant  
2 to paragraph (a) of subdivision two of this section, and the applicable  
3 definition of small landlord within such village, town, or city estab-  
4 lished pursuant to paragraph (b) of subdivision two of this section.

5 § 214. Covered housing accommodations. Where this article applies, it  
6 shall apply to all housing accommodations except a:

7 1. premises owned by a small landlord provided that in connection with  
8 any eviction proceeding in which the landlord claims an exemption from  
9 the provisions of this article on the basis of being a small landlord,  
10 such landlord shall provide to the tenant or tenants subject to the  
11 proceeding the name of each natural person who owns or is a beneficial  
12 owner of, directly or indirectly, in whole or in part, the housing  
13 accommodation at issue in the proceeding, the number of units owned,  
14 jointly or separately, by each such natural person owner, and the  
15 addresses of any such units, excluding each natural person owner's prin-  
16 cipal residence; provided further that if the landlord is an entity,  
17 organized under the laws of this state or of any other jurisdiction,  
18 then such landlord shall provide to the tenant or tenants subject to the  
19 proceeding the name of each natural person with a direct or indirect  
20 ownership interest in such entity or any affiliated entity, the number  
21 of units owned, jointly or separately, by each such natural person  
22 owner, and the addresses of any such units, excluding each natural  
23 person owner's principal residence;

24 2. owner-occupied housing accommodation with no more than ten units;

25 3. unit on or within a housing accommodation where such unit is sublet  
26 pursuant to section two hundred twenty-six-b of this chapter, or other-  
27 wise, where the sublessor seeks in good faith to recover possession of  
28 such housing accommodation for their own personal use and occupancy;

29 4. unit on or within a housing accommodation where the possession, use  
30 or occupancy of which is solely incident to employment and such employ-  
31 ment is being or has been lawfully terminated;

32 5. unit on or within a housing accommodation where such unit is other-  
33 wise subject to regulation of rents or evictions pursuant to local,  
34 state or federal law, rule, or regulation;

35 6. unit on or within a housing accommodation where such unit must be  
36 affordable to tenants at a specific income level pursuant to statute,  
37 regulation, restrictive declaration, or pursuant to a regulatory agree-  
38 ment with a local, state, or federal government entity;

39 7. unit on or within a housing accommodation owned as a condominium or  
40 cooperative, or a unit on or within a housing accommodation subject to  
41 an offering plan submitted to the office of the attorney general,  
42 provided that nothing herein shall abrogate or otherwise limit any  
43 rights or obligations a tenant residing in a unit within a condominium  
44 or cooperative or a purchaser, owner, or offeror of a condominium or  
45 cooperative unit has pursuant to any other state law;

46 8. housing accommodation for which a temporary or permanent certif-  
47 icate of occupancy was issued on or after the first of January, two  
48 thousand nine, for a period of time of thirty years following issuance  
49 of such certificate;

50 9. unit on or within a housing accommodation that qualifies as a  
51 seasonal use dwelling unit pursuant to subdivisions four and five of  
52 section 7-108 of the general obligations law;

53 10. housing accommodation in a hospital as defined in subdivision one  
54 of section twenty-eight hundred one of the public health law, continuing  
55 care retirement community licensed pursuant to article forty-six or  
56 forty-six-A of the public health law, assisted living residence licensed

1 pursuant to article forty-six-B of the public health law, adult care  
2 facility licensed pursuant to article seven of the social services law,  
3 senior residential community that have submitted an offering plan to the  
4 attorney general, and not-for-profit independent retirement community  
5 that offer personal emergency response, housekeeping, transportation and  
6 meals to their residents;

7 11. manufactured home located on or in a manufactured home park as  
8 defined in section two hundred thirty-three of the real property law;

9 12. hotel room or other transient use covered by the definition of a  
10 class B multiple dwelling under subdivision nine of section four of the  
11 multiple dwelling law, regardless of whether such use is located in a  
12 jurisdiction in which the multiple dwelling law applies;

13 13. dormitory owned and operated by an institution of higher education  
14 or a kindergarten and grades 1 to 12, inclusive, school;

15 14. housing accommodation within and for use by a religious facility  
16 or institution; and

17 15. unit on or within a housing accommodation where the monthly rent  
18 is greater than the percent of fair market rent established pursuant to  
19 paragraph (a) of subdivision two of section two hundred thirteen of this  
20 article in a local law of a village, town, or city, other than the city  
21 of New York, adopting the provisions of this article pursuant to subdi-  
22 vision one of section two hundred thirteen of this article, or two  
23 hundred forty-five percent of the fair market rent, provided that fair  
24 market rent shall refer to the figure published by the United States  
25 department of housing and urban development, for the county in which the  
26 housing accommodation is located, as shall be published by the division  
27 of housing and community renewal no later than the first of August in  
28 any given year. The division of housing and community renewal shall  
29 publish the fair market rent and two hundred forty-five percent of the  
30 fair market rent for each unit type for which such fair market rent is  
31 published by the United States department of housing and urban develop-  
32 ment for each county in New York state in the annual publication  
33 required pursuant to subdivision seven of section two hundred eleven of  
34 this article.

35 § 215. Necessity for good cause. No landlord shall, by action to evict  
36 or to recover possession, by exclusion from possession, by failure to  
37 renew any lease, or otherwise, remove any tenant from housing accommo-  
38 dations covered by section two hundred fourteen of this article except  
39 for good cause as defined in section two hundred sixteen of this arti-  
40 cle.

41 § 216. Grounds for removal of tenants. 1. No landlord shall remove a  
42 tenant from any housing accommodation covered by section two hundred  
43 fourteen of this article, or attempt such removal or exclusion from  
44 possession, notwithstanding that the tenant has no written lease or that  
45 the lease or other rental agreement has expired or otherwise terminated,  
46 except upon order of a court of competent jurisdiction entered in an  
47 appropriate judicial action or proceeding in which the petitioner or  
48 plaintiff has established one of the following grounds as good cause for  
49 removal or eviction:

50 (a) (i) The tenant has failed to pay rent due and owing, provided  
51 however that the rent due and owing, or any part thereof, did not result  
52 from a rent increase which is unreasonable. In determining whether all  
53 or part of the rent due and owing is the result of an unreasonable rent  
54 increase, it shall be a rebuttable presumption that the rent for a  
55 dwelling not protected by rent regulation is unreasonable if said rent  
56 has been increased in any calendar year, after the effective date of

1 this article, or after the effective date of the local law in any  
2 village, town, or city that enacts such local law to apply this article  
3 to such village, town, or city pursuant to subdivision one of section  
4 two hundred thirteen of this article, by an amount greater than the  
5 local rent standard, provided further that no rent increase less than or  
6 equal to the local rent standard shall be deemed unreasonable.

7 (ii) Whenever a court considers whether a rent increase is unreason-  
8 able, the court may consider all relevant facts, including but not  
9 limited to a landlord's costs for fuel and other utilities, insurance,  
10 and maintenance; but in all cases, the court shall consider the land-  
11 lord's property tax expenses and any recent increases thereto; such  
12 relevant facts also shall include whether the landlord, other than in  
13 circumstances governed by paragraph (d) of this subdivision, seeks in  
14 good faith to raise the rent upon a renewal lease to reflect completed  
15 significant repairs to the housing accommodation, or to any other part  
16 of the building or real property in which the housing accommodation is  
17 located, provided that the landlord can establish that the repairs  
18 constituted significant repairs and that such repairs did not result  
19 from the landlord's failure to properly maintain the building or housing  
20 accommodation, and provided further that for the purposes of this  
21 subparagraph, "significantly repair" means the replacement or substan-  
22 tial modification of any structural, electrical, plumbing, or mechanical  
23 system that requires a permit from a governmental agency, or abatement  
24 of hazardous materials, including lead-based paint, mold, or asbestos in  
25 accordance with applicable federal, state, and local laws, and provided  
26 further cosmetic improvements alone, including painting, decorating, and  
27 minor repairs, do not qualify as significant repairs;

28 (b) The tenant is violating a substantial obligation of their tenancy  
29 or breaching any of the landlord's rules and regulations governing said  
30 premises, other than the obligation to surrender possession, and has  
31 failed to cure such violation after written notice that the violation  
32 cease within ten days of receipt of such written notice, provided howev-  
33 er, that the obligation of tenancy for which violation is claimed was  
34 not imposed for the purpose of circumventing the intent of this article  
35 and provided such rules or regulations are reasonable and have been  
36 accepted in writing by the tenant or made a part of the lease at the  
37 beginning of the lease term;

38 (c) The tenant is committing or permitting a nuisance in such housing  
39 accommodation, or elsewhere in the building or on the real property in  
40 which the housing accommodation is located, or is maliciously or by  
41 reason of gross negligence substantially damaging the housing accommo-  
42 dation, or causing substantial damage elsewhere in the building or on  
43 the real property in which the housing accommodation is located; or the  
44 tenant's conduct is such as to interfere with the comfort and safety of  
45 the landlord or other tenants or occupants of the same or another adja-  
46 cent building or structure;

47 (d) Occupancy of the housing accommodation by the tenant is in  
48 violation of or causes a violation of law and the landlord is subject to  
49 civil or criminal penalties therefor; provided however that an agency of  
50 the state or municipality having jurisdiction has issued an order  
51 requiring the tenant to vacate the housing accommodation. No tenant  
52 shall be removed from possession of a housing accommodation on such  
53 ground unless the court finds that the cure of the violation of law  
54 requires the removal of the tenant and that the landlord did not through  
55 neglect or deliberate action or failure to act create the condition  
56 necessitating the vacate order. In instances where the landlord does not

1 undertake to cure conditions of the housing accommodation causing such  
2 violation of the law, the tenant shall have the right to pay or secure  
3 payment in a manner satisfactory to the court, to cure such violation  
4 provided that any tenant expenditures shall be applied against rent to  
5 which the landlord is entitled. In instances where removal of a tenant  
6 is absolutely essential to such tenant's health and safety, the removal  
7 of the tenant shall be without prejudice to any leasehold interest or  
8 other right of occupancy the tenant may have and the tenant shall be  
9 entitled to resume possession at such time as the dangerous conditions  
10 have been removed. Nothing herein shall abrogate or otherwise limit the  
11 right of a tenant to bring an action for monetary damages against the  
12 landlord or to otherwise compel compliance by the landlord with all  
13 applicable state or municipal housing codes;

14 (e) The tenant is using or permitting the housing accommodation, or  
15 elsewhere in the building or on the real property in which the housing  
16 accommodation is located, to be used for an illegal purpose;

17 (f) The tenant has unreasonably refused the landlord access to the  
18 housing accommodation for the purpose of making necessary repairs or  
19 improvements required by law or for the purpose of showing the housing  
20 accommodation to a prospective purchaser, mortgagee or other person  
21 having a legitimate interest therein;

22 (g) The landlord seeks in good faith to recover possession of a hous-  
23 ing accommodation for the landlord's own personal use and occupancy as  
24 the landlord's principal residence, or the personal use and occupancy as  
25 principal residence of the landlord's spouse, domestic partner, child,  
26 stepchild, parent, step-parent, sibling, grandparent, grandchild,  
27 parent-in-law or sibling-in-law, when no other suitable housing accommo-  
28 dation in such building is available, provided that no judgment in favor  
29 of the landlord may be granted pursuant to this paragraph unless the  
30 landlord establishes good faith to recover possession of a housing  
31 accommodation for the landlord's own personal use and occupancy as the  
32 landlord's principal residence, or the personal use and occupancy as a  
33 principal residence of the landlord's spouse, domestic partner, child,  
34 stepchild, parent, step-parent, sibling, grandparent, grandchild,  
35 parent-in-law or sibling-in-law, by clear and convincing evidence. This  
36 paragraph shall not apply to a housing accommodation occupied by a  
37 tenant who is sixty-five years of age or older or who is a disabled  
38 person;

39 (h) The landlord in good faith seeks to demolish the housing accommo-  
40 dation, provided that no judgment in favor of the landlord may be grant-  
41 ed pursuant to this paragraph unless the landlord establishes good faith  
42 to demolish the housing accommodation by clear and convincing evidence;

43 (i) The landlord seeks in good faith to withdraw a housing accommo-  
44 dation from the housing rental market, provided that no judgment in  
45 favor of the landlord may be granted pursuant to this paragraph unless  
46 the landlord establishes good faith to withdraw the housing accommo-  
47 dation from the housing rental market by clear and convincing evidence;  
48 or

49 (j) The tenant fails to agree to reasonable changes to a lease at  
50 renewal, including increases in rent that are not unreasonable as  
51 defined in paragraph (a) of this subdivision, as long as written notice  
52 of the changes to the lease were provided to the tenant at least thirty  
53 days, but no more than ninety days, prior to the expiration of the  
54 current lease.

55 2. A tenant required to surrender a housing accommodation by virtue of  
56 the operation of paragraph (g), (h), or (i) of subdivision one of this

1 section shall have a cause of action in any court of competent jurisdic-  
2 tion for damages, declaratory, and injunctive relief against a landlord  
3 or purchaser of the premises who makes a fraudulent statement regarding  
4 a proposed use, removal from the rental housing market, or demolition of  
5 the housing accommodation. In any action or proceeding brought pursuant  
6 to this subdivision a prevailing tenant shall be entitled to recovery of  
7 actual damages, and reasonable attorneys' fees. Except as provided in  
8 this subdivision, nothing in this article shall create a civil claim or  
9 cause of action by a tenant against a landlord.

10 3. Nothing in this section shall abrogate or limit the tenant's right  
11 pursuant to section seven hundred fifty-one of the real property actions  
12 and proceedings law to permanently stay the issuance or execution of a  
13 warrant or eviction in a summary proceeding, whether characterized as a  
14 nonpayment, objectionable tenancy, or holdover proceeding, the underly-  
15 ing basis of which is the nonpayment of rent, so long as the tenant  
16 complies with the procedural requirements of section seven hundred  
17 fifty-one of the real property actions and proceedings law where appli-  
18 cable.

19 § 217. Preservation of existing requirements of law. No action shall  
20 be maintainable and no judgment of possession shall be entered for hous-  
21 ing accommodations pursuant to section two hundred sixteen of this arti-  
22 cle, unless the landlord has complied with any and all applicable laws  
23 governing such action or proceeding and has complied with any and all  
24 applicable laws governing notice to tenants, including without limita-  
25 tion the manner and the time of service of such notice and the contents  
26 of such notice.

27 § 218. Waiver of rights void. Any agreement by a tenant heretofore or  
28 hereinafter entered into in a written lease or other rental agreement  
29 waiving or modifying their rights as set forth in this article shall be  
30 void as contrary to public policy.

31 § 2. Paragraph (a) of subdivision 1 of section 226-c of the real prop-  
32 erty law, as amended by chapter 789 of the laws of 2021, is amended to  
33 read as follows:

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

55 § 3. The real property law is amended by adding a new section 231-c to  
56 read as follows:

1 § 231-c. Good cause eviction law notice. 1. A landlord as defined in  
 2 subdivision two of section two hundred eleven of this chapter shall  
 3 append to or incorporate into any initial lease, renewal lease, notice  
 4 required pursuant to paragraph (a) of subdivision one of section two  
 5 hundred twenty-six-c of this article, notice required pursuant to subdivi-  
 6 vision two of section seven hundred eleven of the real property actions  
 7 and proceedings law, or petition pursuant to section seven hundred forty  
 8 one of the real property actions and proceedings law, the following  
 9 notice:

10 NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK  
 11 STATE GOOD CAUSE EVICTION LAW

12 This notice from your landlord serves to inform you of whether or not  
 13 your unit/apartment/home is covered by the New York State Good Cause  
 14 Eviction Law (Article 6-A of the Real Property Law) and, if applicable,  
 15 the reason permitted under the New York State Good Cause Eviction Law  
 16 that your landlord is not renewing your lease. Even if your apartment is  
 17 not protected by Article 6-A, known as the New York State Good Cause  
 18 Eviction Law, you may have other rights under other local, state, or  
 19 federal laws and regulations concerning rents and evictions. This  
 20 notice, which your landlord is required to fill out and give to you,  
 21 does not constitute legal advice. You may wish to consult a lawyer if  
 22 you have any questions about your rights under the New York State Good  
 23 Cause Eviction Law or about this notice.

24 NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

25 UNIT INFORMATION

26 STREET:

27 \_\_\_\_\_  
 28 UNIT OR APARTMENT NUMBER:

29 \_\_\_\_\_  
 30 CITY/TOWN/VILLAGE:

31 \_\_\_\_\_  
 32 STATE:

33 \_\_\_\_\_  
 34 ZIP CODE:

35 \_\_\_\_\_  
 36 1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN  
 37 AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE  
 38 ANSWER)

39 YES \_\_\_\_\_

40 NO \_\_\_\_\_

41 2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW,  
 42 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT  
 43 FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

44 A. Village/Town/City outside of New York City has not adopted good cause  
 45 eviction under section 213 of the Real Property Law \_\_\_\_\_;

46 B. Unit is owned by a "small landlord," as defined in subdivision 3 of  
 47 section 211 of the Real Property Law, who owns no more than 10 units for  
 48 small landlords located in New York City or the number of units estab-  
 49 lished as the maximum amount a "small landlord" can own in the state by  
 50 a local law of a village, town, or city, other than New York City,  
 51 adopting the provisions of Article 6-A of the Real Property Law, known  
 52 as the New York State Good Cause Eviction Law, or no more than 10 units,  
 53 as applicable. In connection with any eviction proceeding in which the  
 54 landlord claims an exemption from the provisions of Article 6-A of the  
 55 Real Property Law, known as the New York State Good Cause Eviction Law,  
 56 on the basis of being a small landlord, the landlord shall provide to



1 the tenant or tenants subject to the proceeding the name of each natural  
2 person who owns or is a beneficial owner of, directly or indirectly, in  
3 whole or in part, the housing accommodation at issue in the proceeding,  
4 the number of units owned, jointly or separately, by each such natural  
5 person owner, and the addresses of any such units, excluding each  
6 natural person owner's principal residence. If the landlord is an enti-  
7 ty, organized under the laws of this state or of any other jurisdiction,  
8 then such landlord shall provide to the tenant or tenants subject to the  
9 proceeding the name of each natural person with a direct or indirect  
10 ownership interest in such entity or any affiliated entity, the number  
11 of units owned, jointly or separately, by each such natural person  
12 owner, and the addresses of any such units, excluding each natural  
13 person owner's principal residence (exemption under subdivision 1 of  
14 section 214 of the Real Property Law) \_\_\_\_\_;

15 C. Unit is located in an owner-occupied housing accommodation with no  
16 more than 10 units (exemption under subdivision 2 of section 214 of the  
17 Real Property Law) \_\_\_\_\_;

18 D. Unit is subject to regulation of rents or evictions pursuant to  
19 local, state, or federal law (exemption under subdivision 5 of section  
20 214 of the Real Property Law) \_\_\_\_\_;

21 E. Unit must be affordable to tenants at a specific income level pursu-  
22 ant to statute, regulation, restrictive declaration, or pursuant to a  
23 regulatory agreement with a local, state, or federal government entity  
24 (exemption under subdivision 6 of section 214 of the Real Property Law)  
25 \_\_\_\_\_;

26 F. Unit is on or within a housing accommodation owned as a condominium  
27 or cooperative, or unit is on or within a housing accommodation subject  
28 to an offering plan submitted to the office of the attorney general  
29 (exemption under subdivision 7 of section 214 of the Real Property Law)  
30 \_\_\_\_\_;

31 G. Unit is in a housing accommodation that was issued a temporary or  
32 permanent certificate of occupancy within the past 30 years (only if  
33 building received the certificate on or after January 1st, 2009)  
34 (exemption under subdivision 8 of section 214 of the Real Property Law)  
35 \_\_\_\_\_;

36 H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of  
37 section 7-108 of the General Obligations Law (exemption under subdivi-  
38 sion 9 of section 214 of the Real Property Law) \_\_\_\_\_;

39 I. Unit is in a hospital as defined in subdivision 1 of section 2801 of  
40 the Public Health Law, continuing care retirement community licensed  
41 pursuant to Article 46 or 46-A of the Public Health Law, assisted living  
42 residence licensed pursuant to Article 46-B of the Public Health Law,  
43 adult care facility licensed pursuant to Article 7 of the Social  
44 Services Law, senior residential community that has submitted an offer-  
45 ing plan to the attorney general, or not-for-profit independent retire-  
46 ment community that offers personal emergency response, housekeeping,  
47 transportation and meals to their residents (exemption under subdivision  
48 10 of section 214 of the Real Property Law) \_\_\_\_\_;

49 J. Unit is a manufactured home located on or in a manufactured home park  
50 as defined in section 233 of the Real Property Law (exemption under  
51 subdivision 11 of section 214 of the Real Property Law) \_\_\_\_\_;

52 K. Unit is a hotel room or other transient use covered by the definition  
53 of a class B multiple dwelling under subdivision 9 of section 4 of the  
54 Multiple Dwelling Law (exemption under subdivision 12 of section 214 of  
55 the Real Property Law) \_\_\_\_\_;

1 L. Unit is a dormitory owned and operated by an institution of higher  
2 education or a school (exemption under subdivision 13 of section 214 of  
3 the Real Property Law) \_\_\_\_\_;

4 M. Unit is within and for use by a religious facility or institution  
5 (exemption under subdivision 14 of section 214 of the Real Property Law)  
6 \_\_\_\_\_;

7 N. Unit has a monthly rent that is greater than the percent of fair  
8 market rent established in a local law of a village, town, or city,  
9 other than New York City, adopting the provisions of Article 6-A of the  
10 Real Property Law, known as the New York Good Cause Eviction Law, or 245  
11 percent of the fair market rent, as applicable. Fair market rent refers  
12 to the figure published by the United States Department of Housing and  
13 Urban Development, for the county in which the housing accommodation is  
14 located, as shall be published by the Division of Housing and Community  
15 Renewal no later than August 1st in any given year. The Division of  
16 Housing and Community Renewal shall publish the fair market rent and 245  
17 percent of the fair market rent for each unit type for which such fair  
18 market rent is published by the United States Department of Housing and  
19 Urban Development for each county in New York State in the annual publi-  
20 cation required pursuant to subdivision 7 of section 211 of the Real  
21 Property Law (exemption under subdivision 15 of section 214 of the Real  
22 Property Law) \_\_\_\_\_;

23 3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,  
24 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE  
25 SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE  
26 THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE  
27 LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR  
28 PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presump-  
29 tively unreasonable if the increase from the prior rent is greater than  
30 the lower of: (a) 5 percent plus the annual percentage change in the  
31 consumer price index for all urban consumers for all items as published  
32 by the United States Bureau of Labor Statistics for the region in which  
33 the housing accommodation is located, as published not later than August  
34 1st of each year by the Division of Housing and Community Renewal; or  
35 (b) 10 percent.) (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

36 A. The rent is not being increased above the threshold for presumptively  
37 unreasonable rent increases described above: \_\_\_\_\_;

38 B. The rent is being increased above the threshold for presumptively  
39 unreasonable rent increases described above: \_\_\_\_\_;

40 B-1: If the rent is being increased above the threshold for presump-  
41 tively unreasonable rent increases described above, what is the justifica-  
42 tion for the increase:

43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47 4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW,  
48 KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE  
49 SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE,  
50 WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL  
51 APPLICABLE REASONS)

52 A. This unit is exempt from Article 6-A of the Real Property Law, known  
53 as the New York State Good Cause Eviction Law, for the reasons stated in  
54 response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER  
55 ANSWERS TO THIS QUESTION SHOULD BE CHECKED): \_\_\_\_\_;

1 B. The tenant is receiving this notice in connection with a first lease  
2 or a renewal lease, so the landlord does not need to check any of the  
3 lawful reasons listed below for not renewing a lease under Article 6-A  
4 of the Real Property Law, known as the New York State Good Cause  
5 Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUES-  
6 TION SHOULD BE CHECKED) \_\_\_\_\_;

7 C. The landlord is not renewing the lease because the unit is sublet and  
8 the sublessor seeks in good faith to recover possession of the unit for  
9 their own personal use and occupancy (exemption under subdivision 3 of  
10 section 214 of the Real Property Law): \_\_\_\_\_;

11 D. The landlord is not renewing the lease because the possession, use or  
12 occupancy of the unit is solely incident to employment and the employ-  
13 ment is being or has been lawfully terminated (exemption under subdivi-  
14 sion 4 of section 214 of the Real Property Law): \_\_\_\_\_;

15 E. The landlord is not renewing the lease because the tenant has failed  
16 to pay rent due and owing, and the rent due or owing, or any part there-  
17 of, did not result from a rent increase which is unreasonable. 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 (good cause for  
25 eviction under paragraph a of subdivision 1 of section 216 of the Real  
26 Property Law): \_\_\_\_\_;

27 F. The landlord is not renewing the lease because the tenant is violat-  
28 ing a substantial obligation of their tenancy or breaching any of the  
29 landlord's rules and regulations governing the premises, other than the  
30 obligation to surrender possession of the premises, and the tenant has  
31 failed to cure the violation after written notice that the violation  
32 must cease within 10 days of receipt of the written notice. For this  
33 good cause to apply, the obligation the tenant violated cannot be an  
34 obligation that was imposed for the purpose of circumventing the intent  
35 of Article 6-A of the Real Property Law, known as the New York State  
36 Good Cause Eviction Law. The landlord's rules or regulations that the  
37 tenant has violated also must be reasonable and have been accepted in  
38 writing by the tenant or made a part of the lease at the beginning of  
39 the lease term (good cause for eviction under paragraph b of subdivision  
40 1 of section 216 of the Real Property Law): \_\_\_\_\_;

41 G. The landlord is not renewing the lease because the tenant is either  
42 (a) committing or permitting a nuisance on the unit or the premises; (b)  
43 maliciously or grossly negligently causing substantial damage to the  
44 unit or the premises; (c) interfering with the landlord's, another  
45 tenant's, or occupants of the same or an adjacent building or struc-  
46 ture's comfort and safety (good cause for eviction under paragraph c of  
47 subdivision 1 of section 216 of the Real Property Law): \_\_\_\_\_;

48 H. The landlord is not renewing the lease because the tenant's occupancy  
49 of the unit violates law and the landlord is subject to civil or criminal  
50 penalties for continuing to let the tenant occupy the unit. For this  
51 good cause to apply, a state or municipal agency having jurisdiction  
52 must have issued an order requiring the tenant to vacate the unit. No  
53 tenant shall be removed from possession of a unit on this basis unless  
54 the court finds that the cure of the violation of law requires the  
55 removal of the tenant and that the landlord did not, through neglect or  
56 deliberate action or failure to act, create the condition necessitating

1 the vacate order. If the landlord does not try to cure the conditions  
2 causing the violation of the law, the tenant has the right to pay or  
3 secure payment, in a manner satisfactory to the court, to cure the  
4 violation. Any tenant expenditures to cure the violation shall be  
5 applied against rent owed to the landlord. Even if removal of a tenant  
6 is absolutely essential to the tenant's health and safety, the tenant  
7 shall be entitled to resume possession at such time as the dangerous  
8 conditions have been removed. The tenant also retains the right to  
9 bring an action for monetary damages against the landlord or to other-  
10 wise compel the landlord to comply with all applicable state or municip-  
11 al housing codes (good cause for eviction under paragraph d of subdivi-  
12 sion 1 of section 216 of the Real Property Law): \_\_\_\_\_;

13 I. The landlord is not renewing the lease because the tenant is using or  
14 permitting the unit or premises to be used for an illegal purpose (good  
15 cause for eviction under paragraph e of subdivision 1 of section 216 of  
16 the Real Property Law): \_\_\_\_\_;

17 J. The landlord is not renewing the lease because the tenant has unrea-  
18 sonably refused the landlord access to the unit for the purposes of  
19 making necessary repairs or improvements required by law or for the  
20 purposes of showing the premises to a prospective purchaser, mortgagee,  
21 or other person with a legitimate interest in the premises (good cause  
22 for eviction under paragraph f of subdivision 1 of section 216 of the  
23 Real Property Law): \_\_\_\_\_;

24 K. The landlord is not renewing the lease because the landlord seeks in  
25 good faith to recover possession of the unit for the landlord's personal  
26 use and occupancy as the landlord's principal residence, or for the  
27 personal use and occupancy as a principal residence by the landlord's  
28 spouse, domestic partner, child, stepchild, parent, step-parent,  
29 sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The  
30 landlord can only recover the unit for these purposes if there is no  
31 other suitable housing accommodation in the building that is available.  
32 Under no circumstances can the landlord recover the unit for these  
33 purposes if the tenant is (a) 65 years old or older; or (b) a "disabled  
34 person" as defined in subdivision 6 of section 211 of the Real Property  
35 Law. To establish this good cause in an eviction proceeding, the land-  
36 lord must establish good faith to recover possession of a housing accom-  
37 modation for the uses described herein by clear and convincing evidence  
38 (good cause for eviction under paragraph g of subdivision 1 of section  
39 216 of the Real Property Law): \_\_\_\_\_;

40 L. The landlord is not renewing the lease because the landlord in good  
41 faith seeks to demolish the housing accommodation. To establish this  
42 good cause in an eviction proceeding, the landlord must establish good  
43 faith to demolish the housing accommodation by clear and convincing  
44 evidence (good cause for eviction under paragraph h of subdivision 1 of  
45 section 216 of the Real Property Law): \_\_\_\_\_;

46 M. The landlord is not renewing the lease because the landlord seeks in  
47 good faith to withdraw the unit from the housing rental market. To  
48 establish this good cause in an eviction proceeding, the landlord must  
49 establish good faith to withdraw the unit from the rental housing market  
50 by clear and convincing evidence (good cause for eviction under para-  
51 graph i of subdivision 1 of section 216 of the Real Property Law): \_\_\_\_\_;

52 N. The landlord is not renewing the lease because the tenant has failed  
53 to agree to reasonable changes at lease renewal, including reasonable  
54 increases in rent, and the landlord gave written notice of the changes  
55 to the lease to the tenant at least 30 days, but no more than 90 days,  
56 before the current lease expired. A rent increase is presumptively

1 unreasonable if the increase from the prior rent is greater than the  
2 lower of: (a) 5 percent plus the annual percentage change in the consum-  
3 er price index for all urban consumers for all items as published by the  
4 United States Bureau of Labor Statistics for the region in which the  
5 housing accommodation is located, as published by August 1st of each  
6 year by the Division of Housing and Community Renewal; or (b) 10 percent  
7 (good cause for eviction under paragraph j of subdivision 1 of section  
8 216 of the Real Property Law): .

9 § 4. Subdivision 2 of section 711 of the real property actions and  
10 proceedings law, as amended by section 12 of part M of chapter 36 of the  
11 laws of 2019, is amended to read as follows:

12 2. The tenant has defaulted in the payment of rent, pursuant to the  
13 agreement under which the premises are held, and a written demand of the  
14 rent has been made with at least fourteen days' notice requiring, in the  
15 alternative, the payment of the rent, or the possession of the premises,  
16 has been served upon [~~him~~] the tenant as prescribed in section seven  
17 hundred thirty-five of this article. The fourteen-day notice shall  
18 append or contain the notice required pursuant to section two hundred  
19 thirty-one-c of the real property law, which shall state the following:  
20 (i) if the premises are or are not subject to article six-A of the real  
21 property law, the "good cause eviction law", and if the premises are  
22 exempt, such notice shall state why the premises are exempt from such  
23 law; (ii) if the landlord is not renewing the lease for a unit subject  
24 to article six-A of the real property law, the lawful basis for such  
25 non-renewal; and (iii) if the landlord is increasing the rent upon an  
26 existing lease of a unit subject to article six-A of the real property  
27 law above the applicable local rent standard, as defined in subdivision  
28 eight of section two hundred eleven of the real property law, the justi-  
29 fication for such increase. Any person succeeding to the landlord's  
30 interest in the premises may proceed under this subdivision for rent due  
31 [~~his~~] such person's predecessor in interest if [~~he has~~] such person has  
32 a right thereto. Where a tenant dies during the term of the lease and  
33 rent due has not been paid and the apartment is occupied by a person  
34 with a claim to possession, a proceeding may be commenced naming the  
35 occupants of the apartment seeking a possessory judgment only as against  
36 the estate. Entry of such a judgment shall be without prejudice to the  
37 possessory claims of the occupants, and any warrant issued shall not be  
38 effective as against the occupants.

39 § 5. Section 741 of the real property actions and proceedings law is  
40 amended by adding two new subdivisions 5-a and 5-b to read as follows:

41 5-a. Append or incorporate the notice required pursuant to section  
42 two hundred thirty-one-c of the real property law, which shall state the  
43 following: (i) if the premises are or are not subject to article six-A  
44 of the real property law, the "good cause eviction law", and if the  
45 premises are exempt, such petition shall state why the premises are  
46 exempt from such law; (ii) if the landlord is not renewing the lease for  
47 a unit subject to article six-A of the real property law, the lawful  
48 basis for such non-renewal; and (iii) if the landlord is increasing the  
49 rent upon an existing lease of a unit subject to article six-A of the  
50 real property law above the applicable local rent standard, as defined  
51 in subdivision eight of section two hundred eleven of the real property  
52 law, the justification for such increase.

53 5-b. If the petitioner claims exemption from the provisions of article  
54 six-A of the real property law pursuant to subdivision one of section  
55 two hundred fourteen of the real property law, append or incorporate the

1 information required pursuant to subdivision one of section two hundred  
2 fourteen of the real property law.

3 § 6. Severability. If any provision of this act, or any application of  
4 any provision of this act, is held to be invalid, that shall not affect  
5 the validity or effectiveness of any other provision of this act, or of  
6 any other application of any provision of this act, which can be given  
7 effect without that provision or application; and to that end, the  
8 provisions and applications of this act are severable.

9 § 7. This act shall take effect immediately and shall apply to actions  
10 and proceedings commenced on or after such effective date; provided,  
11 however, that:

12 (a) sections two, three, four, and five of this act shall take effect  
13 on the one hundred twentieth day after this act shall have become a law;

14 (b) this act shall expire and be deemed repealed on June 15, 2034; and

15 (c) any local law as may be enacted pursuant to subdivision 1 of 213  
16 of article 6-A of the real property law established by section one of  
17 this act shall remain in full force and effect only until June 15, 2034.

18 Effective immediately, the addition, amendment, and/or repeal of any  
19 rule or regulation necessary for the implementation of this act on its  
20 effective date are authorized to be made and completed on or before such  
21 date.

22 PART II

23 Section 1. The opening paragraph of section 711 of the real property  
24 actions and proceedings law, as amended by section 12 of part M of chap-  
25 ter 36 of the laws of 2019, is amended to read as follows:

26 A tenant shall include an occupant of one or more rooms in a rooming  
27 house or a resident, not including a transient occupant, of one or more  
28 rooms in a hotel who has been in possession for thirty consecutive days  
29 or longer. A tenant shall not include a squatter. For the purposes of  
30 this section, a squatter is a person who enters onto or intrudes upon  
31 real property without the permission of the person entitled to  
32 possession, and continues to occupy the property without title, right or  
33 permission of the owner or owner's agent or a person entitled to  
34 possession. In the event of a conflict between the provisions regarding  
35 squatters of this section and the provisions of subdivision three of  
36 section seven hundred thirteen of this article, the provisions of  
37 section seven hundred thirteen of this article shall be controlling. No  
38 tenant or lawful occupant of a dwelling or housing accommodation shall  
39 be removed from possession except in a special proceeding. A special  
40 proceeding may be maintained under this article upon the following  
41 grounds:

42 § 2. This act shall take effect immediately.

43 PART JJ

44 Section 1. Section 421-a of the real property tax law is amended by  
45 adding a new subdivision 18 to read as follows:

46 18. (a) For the purposes of this subdivision:

47 (i) "Agency" shall have the same meaning as in subparagraph (xvi) of  
48 paragraph (a) of subdivision sixteen of this section.

49 (ii) "Audit" shall mean any audit of an eligible property performed by  
50 the agency under the program created by the agency pursuant to paragraph  
51 (b) of this subdivision.

COMMON COUNCIL  
of the  
CITY OF SYRACUSE

REGULAR MEETING – MAY 9, 2022

- 1. *Pledge of Allegiance to the Flag – (Led by the Hon. Helen Hudson, President of the Syracuse Common Council)*
- 2. *Invocation – (Led by Reverend Eric Jackson, Plymouth Congregational Church, Syracuse, New York)*
- 3. *Roll Call – (All Present – 9)*
- 4. *Minutes – April 25, 2022 – (Adopted 9-0)*
- 5. *Public Hearing - Relative to the “Annual Estimate – For the City of Syracuse and the Syracuse City School District for the Fiscal Year July 1, 2022 – June 30, 2023”. (Public Hearing was held on Monday, May 2, 2022 at 5:30 P.M.) (Jimmy Monto; Michael Laflaire)*

*Public Hearing - Relative to the D.P.W. 2022/2023 Municipal Sidewalk Program, pursuant to Local Law 2-2021, for sidewalks as detailed in Exhibit “A”. Total cost not to exceed \$4,500,000. (Public Hearing was held on Monday, May 9, 2022 at 1:00 P.M.) (NO APPEARANCES)*

- 6. *Petitions – (none)*
- 7. *Committee Reports – (Education and Human Development; Public Safety)*
- 8. *Communications – (From the Honorable Pamela J. Hunter, NYS Assemblymember for the 128th District, a letter acknowledging receipt of Syracuse Common Council Resolutions No. 11-R and 12-R of 2022.)*

9. \_\_\_\_\_  
*UNFINISHED BUSINESS:*  
\_\_\_\_\_

BY COUNCILOR GREENE:

- a. *Local Law - Of the City of Syracuse authorizing a real property tax levy in excess of the limit established in General Municipal Law §3-c, commencing on July 1, 2022.*

**9-0**

**LL**

-----  
**NEW BUSINESS:**  
-----

BY PRESIDENT HUDSON:

10. Resolution - Approving the Appointment of Various Persons as Commissioners of  
**9-0** Deeds for 2021/2022. **13-R**

BY COUNCILOR CALDWELL:

11. Appropriate Funds - From Account #541500.01.71400 in the amount of \$9,000 to the  
**9-0** Syracuse Parks Conservancy for the fiscal year 2021-2022. **230**
12. Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse  
**9-0** to defray the cost for the 2021/2022 Capital Improvement Program-Barry Park Shade  
Structures, Pavilion, and Improvements. Total amount not to exceed \$40,000. **231**
13. Authorize - The 2021/2022 Capital Improvement Program, to develop and construct  
**9-0** new shade structures and/or a pavilion in Barry Park, remaining funds will be used  
for various parks improvements projects. Total amount not to exceed \$40,000. **232**

BY COUNCILOR GREENE:

14. Annual Estimate – For the City of Syracuse and the Syracuse City School District for  
**9-0** the Fiscal Year July 1, 2022 – June 30, 2023. (Public Hearing was held on Monday,  
May 2, 2022 at 5:30 P.M.) (AS AMENDED) **278**
15. Agreement – With Bonadio Group, for professional services, to audit certain  
**9-0** engineering consultant contracts, that involves indirect cost rate charged and  
invoices paid to the consultant for both direct and indirect costs, as directed by NYS,  
to expire June 30, 2023. Total estimated fee is \$7,000-\$10,000 per grant, charged to  
Account #07.599807. The Mayor waived the RFP process **233**
16. Amend – Ord. #597 (09/27/2021), “Agreement – With Camino Technologies, to  
**9-0** provide a next generation permit management software, that offers online permit  
applications for the Division of Code Enforcement, for the period July 1, 2021-June  
30, 2022, the first of two (2) one year renewal options with the approval of the Mayor  
and the Common Council. Total cost not to exceed \$30,000, charged to Account  
#540530.01.16800”. Amend to authorize the last one (1) year renewal option, for the  
period of July 1, 2022-June 30, 2023. **234**



- 17. Amend – Ord. #718 (12/06/2021), “Agreement – With ePlanSoft, for Digital Plan Review Software Services, to improve customer service, reduce applicant expenses, and expedite the review process by providing digital mark-up tools to our plan reviewers, for the period of July 1, 2021-June 30, 2022, the first of two (2) one year renewal options with the approval of the Mayor and the Common Council. Total cost not to exceed \$41,000, charged to Account #540530.01.16800.” Amend to authorize the last one (1) year renewal option, for the period of July 1, 2022-June 30, 2023. **9-0** **235**
  
- 18. Correct Tax Rolls - (1021 Midland Avenue for tax years 2022/2023) to change assessment, as outlined in Appendix “A”. **9-0** **236**
  
- 19. Transfer Funds – Within the July 1, 2021 – June 30, 2022 Syracuse City Budget transfer amendments, as detailed in Attachment “A”. **9-0** **237**

BY COUNCILOR GREENE & COUNCILOR MAJOK:

- 20. Resolution - Memorializing the Governor of New York, the State Senate, and State Assembly of New York to pass the New York State Good Cause Eviction Bill to prohibit the eviction of residential tenants or the non-renewal of residential leases without good cause. **8-1** **14-R**  
*Hogan*

BY COUNCILOR PANIAGUA:

- 21. Agreement – With United Way of Central New York, on behalf of the Literacy Coalition of Onondaga County who operates the Imagination Library Program, to deliver free age appropriate books every month to children from birth through age five (5), and to appropriate funds from Special Objects Account #90000.01.595942 in the amount of \$25,000, as designated in the 2021/2022 Annual Budget. **9-0** **238**
  
- 22. Local Law - Of the City of Syracuse to amend the 2020/21 City Budget to reflect the wages increases pursuant to a Labor Agreement with AFSCME Local 1773, Council 66 for the period of five years, January 1, 2021 through December 31, 2025. **T** **T**
  
- 23. Approve - Labor Agreement between the City of Syracuse and AFSCME Local 1773, Council 66 for the period of January 1, 2021-December 31, 2025. Effective 1/1/21 3% salary increase (retro), 1/1/22 3% general wage increase, 1/1/23 3% general wage increase, 1/1/24 3% general wage increase, and 1/1/25 3% general wage increase. Other terms and conditions are detailed in the contract. **H** **H**
  
- 24. Local Law - Of the City of Syracuse to amend the 2020/21 City Budget to reflect the wage increases pursuant to a Labor Agreement with Central and Northern New York Building Trades Council, for the period of four years, January 1, 2021 through December 31, 2024. **T** **T**

- H** 25. Approve – Labor Agreement between the City of Syracuse and Central Northern NY Building Trade Council, for the period of January 1, 2021 – December 31, 2024. Effective 1/1/21 4% general wage increase (retro), 1/1/22 3.5% general wage increase, 1/1/23 3.5% general wage increase, 1/1/24 3.5% general wage increase. Other terms and conditions are detailed in the contract. **H**

BY COUNCILOR HOGAN:

- H** 26. Special Permit - To approve a Restaurant located at 962 East Brighton Avenue. No one spoke in favor. Two (2) emails were received and four (4) people spoke in opposition to the proposal. The Planning Commission granted six (6) waivers in regard to driveway width, sign, drive-thru service location, and arterial frontage regulations. Hospitality Syracuse Inc., applicant. Brighton Avenue Gas, Inc., owner. **H**
- 9-0** 27. Special Permit - To approve a Restaurant located at 700-716 South Geddes Street. Two (2) people spoke in favor. No one spoke in opposition to the proposal. The Planning Commission granted six (6) waivers in regard to off-street parking, curb-cut width, sign, street line treatment area, and arterial setback and lot size regulations. Ismail Deb and Ahmed Abdel Fatah, applicant. 700 Geddes, LLC, owner. **Gen. #9**
- 9-0** 28. Resolution - To re-appoint Karen J. Schroeder to the Land Bank Citizens Advisory Board for a term ending May 31, 2024. This is a 2<sup>nd</sup> District Councilor appointment. **15-R**

BY COUNCILOR MAJOK:

- 9-0** 29. Appropriate Funds – From the American Rescue Plan Act of 2021 (ARPA) in an amount not to exceed \$84,000, to provide a 911 Diversion Services Pilot Program in the City of Syracuse. A portion of the funding will support the City Emergency Solution Grant Administrator (\$4K-salary and fringe) for project management. **239**
- 9-0** 30. Contract - With Contact Community Services, Inc in an amount not to exceed \$80,000, for the presence of a mental health specialist to assist in triaging calls in the 911 center, to identify and deploy the most appropriate response involving individual exhibiting mental health and/or substance abuse related behavior that could bring harm to themselves or others (person in crisis), for the period of six months effective July 1, 2022-December 31, 2022. The Mayor waived the RFP process. **240**

BY COUNCILOR ALLEN:

- H** 31. Sell – All right, title and interest of the City of Syracuse in and to the premises known as 258-260 Crescent Avenue, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **H**

- H** 32. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as 118-120 McClure Avenue, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4)* **H**
- WD** 33. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 105 Carbon Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **WD**
- 9-0** 34. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 231 Delaware a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **241**
- 9-0** 35. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 524 Fabius Street & Oswego Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **242**
- 9-0** 36. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 255 Fitch Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **243**
- 9-0** 37. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 159 Greenland Drive, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **244**
- 9-0** 38. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 163 Greenland Drive, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 1)* **245**
- WD** 39. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 110 Grove Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 3)* **WD**
- 9-0** 40. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 1227 Milton Avenue & Avery Avenue, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2)* **246**
- 9-0** 41. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 316 Pine Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5)* **247**
- 9-0** 42. *Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 401 Salt Springs Road & East Genesee Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5)* **248**

43. **9-0** Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 1254 State Street South, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **249**
44. **9-0** Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 1262 State Street South & Raynor Avenue East, a vacant lot, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 4) **250**
45. **WD** Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 1512 Spring Street, a wood house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **WD**
46. **9-0** Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 232 Taft Avenue & Beacon Road, a cement house, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 5) **251**
47. **9-0** Sell – All right, title and interest of the City of Syracuse in and to the premises known as, 718 Tully Street, a wood house & garage, to the Greater Syracuse Property Development Corporation for the total sum of \$151. (District 2) **252**

BY COUNCILOR DRISCOLL:

48. **9-0** Authorize – The 2022/2023 D.P.W. Municipal Sidewalk Program, for sidewalks as detailed in Exhibit “A”, pursuant to Local Law #2-2021. Special assessment details in the 2022/2023 proposed budget. The associated cost include labor, equipment, necessary legal fees, engineering costs, inspection fees, advertising fees, administrative costs, miscellaneous costs. Total cost not to exceed \$4,500,000. (Public Hearing was held on Monday, May 9, 2022 at 1:00 P.M.) (NO APPEARANCES) **279**
49. **9-0** Amend – Ord. #342 (06/21/2021), “Contract - With LAZ Parking, for the operation and maintenance of the City-owned public parking structures, on behalf of the Department of Public Works, for the period of three (3) years, with two (2) year renewal options with the approval of the Mayor and the Common Council. The agreement year to year operating costs and new equipment costs are detailed in the ordinance. Total cost not to exceed \$3,276,020, to be charged to Account #01.81800.541500, D.P.W Operating Budget.” Amend to increase funding, as detailed in the legislation. Total cost not to exceed \$4,109,251. All other terms and conditions remains the same. **253**
50. **9-0** Authorize – The appropriation of funds from Unallocated Cash Capital in an amount not to exceed \$15,880,254, for the 2022/2023 D.P.W. Road Reconstruction Program, as detailed in Schedule “A”, to an account determined by the Commissioner of Finance. **254**
51. **9-0** Authorize - The 2022/2023 D.P.W. Road Reconstruction Program for roads as detailed in Schedule “A”. Total cost not to exceed \$15,880,254. **255**

- 52. *Bond Ordinance - Authorizing the issuance and sale of bonds of the City of Syracuse to defray the cost of the 2022/2023 D.P.W. City Owned Sidewalks, Curbs and Corners Program. Total amount not to exceed \$300,000.* **256**
- 9-0
- 53. *Authorize – The 2022/2023 D.P.W. City Owned Sidewalks, Curbs and Corners Program, to comply with the federal guidelines under the Americans with Disability Act by replacing deteriorated corners with handicap accessible corners and curbs, based on public complaints, community programs and complementing projects. Total cost not to exceed \$300,000.* **257**
- 9-0
- 54. *Purchase w/c/b - From Guthrie Heli-Arc Inc., d/b/a Guthrie Sales & Service, a Peterbilt 548 Chassis on a Sanitation Packer, for the period of July 1, 2022 - June 30, 2023, on behalf of the Department of Public Works. Total cost not to exceed \$124,600 to be charged to Account #07.599807.14905.701017123.* **258**
- 9-0

(SUPPLEMENTAL AGENDA – MAY 9, 2022)  
WAIVER OF THE RULES REQUIRED TO INTRODUCE:

BY COUNCILOR GREENE:

- 55. *Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Department of Public Works “Transportation, Factual & Informational”, Account - 540530, increase expenditure by \$300,000, for a Safe Street Manual.* **259**
- 9-0
- 56. *Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Office of the Auditor, “Factual & Informational”, Account - 540530, increase expenditure by \$300,000, for a Police Staffing Study.* **260**
- 9-0
- 57. *Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Department of Neighborhood and Business Development, “Professional Services”, Account - 541500, increase expenditure by \$60,000, for additional funding for Tomorrow’s Neighborhoods Today (TNT).* **261**
- 7-2  
Schultz  
Majok
- 58. *Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Department of Public Works, “Salaries” -Street Repairs, Account - 510100, increase expenditure by \$75,000, for a Road Reconstruction Manager.* **262**
- 9-0
- 59. *Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Department of Assessment, “Salaries”, Account - 510100, increase expenditure by \$61,000, for an Assessment Manager/Real Property Manager.* **263**
- 9-0
- 60. *Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to the Citizen Review Board, “Salaries” Account - 510100, increase expenditure by \$50,000, for an additional staffer.* **264**
- 9-0

61. Amend – The Budget for the year July 1, 2022-June 30, 2023 relative to the Department of Neighborhood and Business Development, “Salaries” Professional Services Account - 541500, increase expenditure by \$60,000, for New American Liaison – Refugee services Coordinator. **265**
- 9-0
62. Amend - The Budget for the year July 1, 2022 - June 30, 2023 relative to “Special Objects of Expense” (Social Security), Account - 590301, increase by \$19,048. **266**
- 9-0
63. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to “Special Objects of Expense” (Employee Retirement System-Pension), Account - 590301, increase by \$73,800. **267**
- 9-0
64. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to “Special Objects of Expense” (Medical Insurance), Account - 590301, increase by \$56,000. **268**
- 9-0
65. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to “Gain on Sale of Assets” Account - 426750, increase revenue by \$500,000. **269**
- 9-0
66. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to “Federal American Relief Plan (Federal Aid)” increase revenue by \$277,310. **270**
- 9-0
67. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to “Surpluses and Balances-Unreserved, Undesignated (Fund Balance)” increase revenue by \$363,213. **271**
- 9-0
68. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “Salaries and Benefits” decrease by \$6,956,974 to \$321,598,122. **272**
- 9-0
69. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “Supplies and Equipment” increase by \$9,853 to \$20,401,449. **273**
- 9-0
70. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “Professional Services” increase by \$63,056 to \$97,707,426. **274**
- 9-0
71. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “Debt”, decrease by \$500,000 to \$38,423,438. **275**
- 9-0
72. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “Interfund and All Other Expenses”, decrease by \$1,000,000 to \$2,655,906. **276**
- 9-0
73. Amend - The Budget for the year July 1, 2022-June 30, 2023 relative to Syracuse City School District, “State Aid Basic (General Aid)”, decrease by \$8,384,065 to \$399,945,943. **277**
- 9-0

**RESOLUTION MEMORIALIZING THE  
SUPPORT OF THE CITY OF SYRACUSE  
COMMON COUNCIL FOR THE PASSAGE OF  
THE NEW YORK STATE GOOD CAUSE  
EVICTION LAW**

WHEREAS, US Census data shows New York State to be the largest rental market in the United States; and

WHEREAS, various temporary protections were instituted at both the Federal and State level to protect renters during the COVID-19 emergency, all of which have or will soon expire; and

WHEREAS, the expiration of these temporary protections exposes many New York households, including numerous City of Syracuse residents, to the risk of losing their homes as a result of no cause, retaliatory, or unfair evictions; and

WHEREAS, most Syracuse residents who are evicted live in neighborhoods with a disproportionately high number of code violations that hurt tenants and significantly impact the quality of life in the entire community; and

WHEREAS, the New York Good Cause Eviction Bill (S3082) was introduced in the New York State Senate on January 27, 2021, to prohibit the eviction of residential tenants or the non-renewal of residential leases without good cause; and

WHEREAS, this Bill would protect tenants from eviction if they ask for repairs or form tenant associations; and

WHEREAS, the proposed Good Cause Eviction law also sets a limit on rent increases by tying rent increases to inflation; and

WHEREAS, the proposed Good Cause Eviction law protections also strengthen existing

Code Enforcement policies by empowering tenants to use local code enforcement systems to demand better living conditions; and

WHEREAS, the proposed New York Good Cause Eviction law has since been introduced in the New York State Assembly on February 19, 2021 (A5573) and is presently being considered by both houses in the New York State Legislature; NOW, THEREFORE

BE IT RESOLVED, that this Common Council hereby declares its support for the New York State Legislature to pass the Good Cause Eviction Bill (S3082/A5573), attached hereto as Exhibit "A," to protect all New York State residents from no-cause, retaliatory, and unfair evictions, exorbitant rent increases, and promote better housing conditions and stable neighborhoods; and

BE IT FURTHER RESOLVED, that upon passage of such legislation, this Common Council urges the current Governor of New York, Kathleen C. Hochul, to sign this Bill into law; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to transmit copies of this Resolution to Governor Kathleen C. Hochul, New York State Assembly Members William B. Magnarelli and Pamela J. Hunter; New York State Senator Rachel May, County Executive J. Ryan McMahon, II and Mayor Benjamin R. Walsh.



# Exhibit "A"

## STATE OF NEW YORK

3082

2021-2022 Regular Sessions

### IN SENATE

January 27, 2021

Introduced by Sens. SALAZAR, BRISPORT, STAVISKY, BAILEY, BENJAMIN, BIAGGI, BRESLIN, GIANARIS, HARCKHAM, HOYLMAN, JACKSON, KAVANAGH, KRUEGER, LIU, MAY, MAYER, MYRIE, RAMOS, RIVERA, SANDERS, SEPULVEDA, SERRANO -- read twice and ordered printed, and when printed to be committed to the Committee on Judiciary

AN ACT to amend the real property law, in relation to prohibiting eviction without good cause

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

1 Section 1. The real property law is amended by adding a new article  
2 6-A to read as follows:

#### ARTICLE 6-A

#### PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

3  
4 Section 210. Short title.

5 211. Definitions.

6 212. Applicability.

7 213. Necessity for good cause.

8 214. Grounds for removal of tenants.

9 215. Preservation of existing requirements of law.

10 216. Waiver of rights void.

11  
12 § 210. Short title. This article shall be cited as the "Prohibition of  
13 eviction without good cause law".

14 § 211. Definitions. 1. The term "housing accommodation", as used in  
15 this article shall mean any residential premises, including a mobile  
16 home or land in a mobile home park.

17 2. The term "landlord" as used in this article shall mean any owner,  
18 lessor, sublessor, assignor, or other person receiving or entitled to  
19 receive rent for the occupancy of any housing accommodation or an agent  
20 of any of the foregoing.

21 3. The term "tenant" as used in this article shall mean a tenant,  
22 sub-tenant, lessee, sublessee, assignee, manufactured home tenant as

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

LBD02924-01-1

1 defined in paragraph one of subdivision a of section two hundred thir-  
2 ty-three of this chapter, an occupant of a rooming house or hotel as  
3 defined in section seven hundred eleven of the real property actions and  
4 proceedings law or any other person entitled to the possession, use or  
5 occupancy of any housing accommodation.

6 4. The term "rent" as used in this article shall mean any consider-  
7 ation, including any bonus, benefit or gratuity demanded or received for  
8 or in connection with the possession, use or occupancy of housing accom-  
9 modations or the execution or transfer of a lease for such housing  
10 accommodations.

11 5. The term "disabled person" as used in this article shall mean a  
12 person who has an impairment which results from anatomical, physiolog-  
13 ical or psychological conditions, other than addiction to alcohol,  
14 gambling, or any controlled substance, which are demonstrable by  
15 medically acceptable clinical and laboratory diagnostic techniques, and  
16 which are expected to be permanent and which substantially limit one or  
17 more of such person's major life activities.

18 § 212. Applicability. This article shall apply to all housing accommo-  
19 dations except:

20 1. owner-occupied premises with less than four units;

21 2. premises sublet pursuant to section two hundred twenty-six-b of  
22 this chapter, or otherwise, where the sublessor seeks in good faith to  
23 recover possession of such housing accommodation for his or her own  
24 personal use and occupancy;

25 3. premises the possession, use or occupancy of which is solely inci-  
26 dent to employment and such employment is being lawfully terminated; and

27 4. premises otherwise subject to regulation of rents or evictions  
28 pursuant to state or federal law to the extent that such state or feder-  
29 al law requires "good cause" for termination or non-renewal of such  
30 tenancies.

31 § 213. Necessity for good cause. No landlord shall, by action to evict  
32 or to recover possession, by exclusion from possession, by failure to  
33 renew any lease, or otherwise, remove any tenant from housing accommo-  
34 dations covered by section two hundred twelve of this article except for  
35 good cause as defined in section two hundred fourteen of this article.

36 § 214. Grounds for removal of tenants. 1. No landlord shall remove a  
37 tenant from any housing accommodation, or attempt such removal or exclu-  
38 sion from possession, notwithstanding that the tenant has no written  
39 lease or that the lease or other rental agreement has expired or other-  
40 wise terminated, except upon order of a court of competent jurisdiction  
41 entered in an appropriate judicial action or proceeding in which the  
42 petitioner or plaintiff has established one of the following grounds as  
43 good cause for removal or eviction:

44 (a) The tenant has failed to pay rent due and owing, provided however  
45 that the rent due and owing, or any part thereof, did not result from a  
46 rent increase which is unreasonable or imposed for the purpose of  
47 circumventing the intent of this article. In determining whether all or  
48 part of the rent due and owing is the result of an unreasonable rent  
49 increase, it shall be a rebuttable presumption that the rent for a  
50 dwelling not protected by rent regulation is unreasonable if said rent  
51 has been increased in any calendar year by a percentage exceeding either  
52 three percent or one and one-half times the annual percentage change in  
53 the Consumer Price Index for the region in which the housing accommo-  
54 dation is located, as established the August preceding the calendar year  
55 in question, whichever is greater;

1     **(b) The tenant is violating a substantial obligation of his or her**  
2 **tenancy, other than the obligation to surrender possession, and has**  
3 **failed to cure such violation after written notice that the violation**  
4 **cease within ten days of receipt of such written notice, provided howev-**  
5 **er, that the obligation of tenancy for which violation is claimed was**  
6 **not imposed for the purpose of circumventing the intent of this article;**

7     **(c) The tenant is committing or permitting a nuisance in such housing**  
8 **accommodation, or is maliciously or by reason of negligence damaging the**  
9 **housing accommodation; or the tenant's conduct is such as to interfere**  
10 **with the comfort of the landlord or other tenants or occupants of the**  
11 **same or adjacent buildings or structures;**

12     **(d) Occupancy of the housing accommodation by the tenant is in**  
13 **violation of or causes a violation of law and the landlord is subject to**  
14 **civil or criminal penalties therefore; provided however that an agency**  
15 **of the state or municipality having jurisdiction has issued an order**  
16 **requiring the tenant to vacate the housing accommodation. No tenant**  
17 **shall be removed from possession of a housing accommodation on such**  
18 **ground unless the court finds that the cure of the violation of law**  
19 **requires the removal of the tenant and that the landlord did not through**  
20 **neglect or deliberate action or failure to act create the condition**  
21 **necessitating the vacate order. In instances where the landlord does not**  
22 **undertake to cure conditions of the housing accommodation causing such**  
23 **violation of the law, the tenant shall have the right to pay or secure**  
24 **payment in a manner satisfactory to the court, to cure such violation**  
25 **provided that any tenant expenditures shall be applied against rent to**  
26 **which the landlord is entitled. In instances where removal of a tenant**  
27 **is absolutely essential to his or her health and safety, the removal of**  
28 **the tenant shall be without prejudice to any leasehold interest or other**  
29 **right of occupancy the tenant may have and the tenant shall be entitled**  
30 **to resume possession at such time as the dangerous conditions have been**  
31 **removed. Nothing herein shall abrogate or otherwise limit the right of a**  
32 **tenant to bring an action for monetary damages against the landlord to**  
33 **compel compliance by the landlord with all applicable state or municipal**  
34 **laws or housing codes;**

35     **(e) The tenant is using or permitting the housing accommodation to be**  
36 **used for an illegal purpose;**

37     **(f) The tenant has unreasonably refused the landlord access to the**  
38 **housing accommodation for the purpose of making necessary repairs or**  
39 **improvements required by law or for the purpose of showing the housing**  
40 **accommodation to a prospective purchaser, mortgagee or other person**  
41 **having a legitimate interest therein;**

42     **(g) The landlord seeks in good faith to recover possession of a hous-**  
43 **ing accommodation located in a building containing fewer than twelve**  
44 **units because of immediate and compelling necessity for his or her own**  
45 **personal use and occupancy as his or her principal residence, or the**  
46 **personal use and occupancy as principal residence of his or her spouse,**  
47 **parent, child, stepchild, father-in-law or mother-in-law, when no other**  
48 **suitable housing accommodation in such building is available. This para-**  
49 **graph shall permit recovery of only one housing accommodation and shall**  
50 **not apply to a housing accommodation occupied by a tenant who is sixty-**  
51 **two years of age or older or who is a disabled person;**

52     **(h) The landlord seeks in good faith to recover possession of any or**  
53 **all housing accommodations located in a building with less than five**  
54 **units to personally occupy such housing accommodations as his or her**  
55 **principal residence.**

1     2. A tenant required to surrender a housing accommodation by virtue of  
2 the operation of paragraph (g) or (h) of subdivision one of this section  
3 shall have a cause of action in any court of competent jurisdiction for  
4 damages, declaratory, and injunctive relief against a landlord or  
5 purchaser of the premises who makes a fraudulent statement regarding a  
6 proposed use of the housing accommodation. In any action or proceeding  
7 brought pursuant to this provision a prevailing tenant shall be entitled  
8 to recovery of actual damages, and reasonable attorneys' fees.

9     3. Nothing in this section shall abrogate or limit the tenant's right  
10 pursuant to section seven hundred fifty-one of the real property actions  
11 and proceedings law to permanently stay the issuance or execution of a  
12 warrant or eviction in a summary proceeding, whether characterized as a  
13 nonpayment, objectionable tenancy, or holdover proceeding, the underly-  
14 ing basis of which is the nonpayment of rent, so long as the tenant  
15 complies with the procedural requirements of section seven hundred  
16 fifty-one of the real property actions and proceedings law.

17     § 215. Preservation of existing requirements of law. No action shall  
18 be maintainable and no judgment of possession shall be entered for hous-  
19 ing accommodations pursuant to section two hundred fourteen of this  
20 article, unless the landlord has complied with any and all applicable  
21 laws governing such action or proceeding and has complied with any and  
22 all applicable laws governing notice to tenants, including without limi-  
23 tation the manner and the time of service of such notice and the  
24 contents of such notice.

25     § 216. Waiver of rights void. Any agreement by a tenant heretofore or  
26 hereinafter entered into in a written lease or other rental agreement  
27 waiving or modifying his or her rights as set forth in this article  
28 shall be void as contrary to public policy.

29     § 2. Severability. If any provision of this act, or any application of  
30 any provision of this act, is held to be invalid, that shall not affect  
31 the validity or effectiveness of any other provision of this act, or of  
32 any other application of any provision of this act, which can be given  
33 effect without that provision or application; and to that end, the  
34 provisions and applications of this act are severable.

35     § 3. This act shall take effect immediately and shall apply to actions  
36 and proceedings commenced on or after such effective date.

# STATE OF NEW YORK

5573

2021-2022 Regular Sessions

## IN ASSEMBLY

February 19, 2021

Introduced by M. of A. HUNTER, L. ROSENTHAL, REYES, BARNWELL, FERNANDEZ, NIOU, BARRETT, PRETLOW, EPSTEIN, RICHARDSON, DAVILA, CRUZ, TAYLOR, PICHARDO, GOTTFRIED, GLICK, McMAHON, FRONTUS, CARROLL, BICHOTTE HERMELYN, DINOWITZ, BARRON, PERRY, BRONSON, HEVESI, SEAWRIGHT, KIM, J. RIVERA, JOYNER, DE LA ROSA, FALL, WEPRIN, ROZIC, DARLING, WALKER, RAMOS, QUART, RODRIGUEZ, JACOBSON, STECK, COLTON, O'DONNELL, COOK, AUBRY -- Multi-Sponsored by -- M. of A. NOLAN, SIMON -- read once and referred to the Committee on Housing

AN ACT to amend the real property law, in relation to prohibiting eviction without good cause

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

1 Section 1. The real property law is amended by adding a new article  
2 6-A to read as follows:

### ARTICLE 6-A

#### PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

##### Section 210. Short title.

##### 211. Definitions.

##### 212. Applicability.

##### 213. Necessity for good cause.

##### 214. Grounds for removal of tenants.

##### 215. Preservation of existing requirements of law.

##### 216. Waiver of rights void.

12 § 210. Short title. This article shall be cited as the "Prohibition of  
13 eviction without good cause law".

14 § 211. Definitions. 1. The term "housing accommodation", as used in  
15 this article shall mean any residential premises, including a mobile  
16 home or land in a mobile home park.

17 2. The term "landlord" as used in this article shall mean any owner,  
18 lessor, sublessor, assignor, or other person receiving or entitled to

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

LBD02924-01-1

1 receive rent for the occupancy of any housing accommodation or an agent  
2 of any of the foregoing.

3 3. The term "tenant" as used in this article shall mean a tenant,  
4 sub-tenant, lessee, sublessee, assignee, manufactured home tenant as  
5 defined in paragraph one of subdivision a of section two hundred thir-  
6 ty-three of this chapter, an occupant of a rooming house or hotel as  
7 defined in section seven hundred eleven of the real property actions and  
8 proceedings law or any other person entitled to the possession, use or  
9 occupancy of any housing accommodation.

10 4. The term "rent" as used in this article shall mean any consider-  
11 ation, including any bonus, benefit or gratuity demanded or received for  
12 or in connection with the possession, use or occupancy of housing accom-  
13 modations or the execution or transfer of a lease for such housing  
14 accommodations.

15 5. The term "disabled person" as used in this article shall mean a  
16 person who has an impairment which results from anatomical, physiolog-  
17 ical or psychological conditions, other than addiction to alcohol,  
18 gambling, or any controlled substance, which are demonstrable by  
19 medically acceptable clinical and laboratory diagnostic techniques, and  
20 which are expected to be permanent and which substantially limit one or  
21 more of such person's major life activities.

22 § 212. Applicability. This article shall apply to all housing accommo-  
23 dations except:

24 1. owner-occupied premises with less than four units;

25 2. premises sublet pursuant to section two hundred twenty-six-b of  
26 this chapter, or otherwise, where the sublessor seeks in good faith to  
27 recover possession of such housing accommodation for his or her own  
28 personal use and occupancy;

29 3. premises the possession, use or occupancy of which is solely inci-  
30 dent to employment and such employment is being lawfully terminated; and

31 4. premises otherwise subject to regulation of rents or evictions  
32 pursuant to state or federal law to the extent that such state or feder-  
33 al law requires "good cause" for termination or non-renewal of such  
34 tenancies.

35 § 213. Necessity for good cause. No landlord shall, by action to evict  
36 or to recover possession, by exclusion from possession, by failure to  
37 renew any lease, or otherwise, remove any tenant from housing accommo-  
38 dations covered by section two hundred twelve of this article except for  
39 good cause as defined in section two hundred fourteen of this article.

40 § 214. Grounds for removal of tenants. 1. No landlord shall remove a  
41 tenant from any housing accommodation, or attempt such removal or exclu-  
42 sion from possession, notwithstanding that the tenant has no written  
43 lease or that the lease or other rental agreement has expired or other-  
44 wise terminated, except upon order of a court of competent jurisdiction  
45 entered in an appropriate judicial action or proceeding in which the  
46 petitioner or plaintiff has established one of the following grounds as  
47 good cause for removal or eviction:

48 (a) The tenant has failed to pay rent due and owing, provided however  
49 that the rent due and owing, or any part thereof, did not result from a  
50 rent increase which is unreasonable or imposed for the purpose of  
51 circumventing the intent of this article. In determining whether all or  
52 part of the rent due and owing is the result of an unreasonable rent  
53 increase, it shall be a rebuttable presumption that the rent for a  
54 dwelling not protected by rent regulation is unreasonable if said rent  
55 has been increased in any calendar year by a percentage exceeding either  
56 three percent or one and one-half times the annual percentage change in

1 the Consumer Price Index for the region in which the housing accommo-  
2 dation is located, as established the August preceding the calendar year  
3 in question, whichever is greater;

4 (b) The tenant is violating a substantial obligation of his or her  
5 tenancy, other than the obligation to surrender possession, and has  
6 failed to cure such violation after written notice that the violation  
7 cease within ten days of receipt of such written notice, provided howev-  
8 er, that the obligation of tenancy for which violation is claimed was  
9 not imposed for the purpose of circumventing the intent of this article;

10 (c) The tenant is committing or permitting a nuisance in such housing  
11 accommodation, or is maliciously or by reason of negligence damaging the  
12 housing accommodation; or the tenant's conduct is such as to interfere  
13 with the comfort of the landlord or other tenants or occupants of the  
14 same or adjacent buildings or structures;

15 (d) Occupancy of the housing accommodation by the tenant is in  
16 violation of or causes a violation of law and the landlord is subject to  
17 civil or criminal penalties therefore; provided however that an agency  
18 of the state or municipality having jurisdiction has issued an order  
19 requiring the tenant to vacate the housing accommodation. No tenant  
20 shall be removed from possession of a housing accommodation on such  
21 ground unless the court finds that the cure of the violation of law  
22 requires the removal of the tenant and that the landlord did not through  
23 neglect or deliberate action or failure to act create the condition  
24 necessitating the vacate order. In instances where the landlord does not  
25 undertake to cure conditions of the housing accommodation causing such  
26 violation of the law, the tenant shall have the right to pay or secure  
27 payment in a manner satisfactory to the court, to cure such violation  
28 provided that any tenant expenditures shall be applied against rent to  
29 which the landlord is entitled. In instances where removal of a tenant  
30 is absolutely essential to his or her health and safety, the removal of  
31 the tenant shall be without prejudice to any leasehold interest or other  
32 right of occupancy the tenant may have and the tenant shall be entitled  
33 to resume possession at such time as the dangerous conditions have been  
34 removed. Nothing herein shall abrogate or otherwise limit the right of a  
35 tenant to bring an action for monetary damages against the landlord to  
36 compel compliance by the landlord with all applicable state or municipal  
37 laws or housing codes;

38 (e) The tenant is using or permitting the housing accommodation to be  
39 used for an illegal purpose;

40 (f) The tenant has unreasonably refused the landlord access to the  
41 housing accommodation for the purpose of making necessary repairs or  
42 improvements required by law or for the purpose of showing the housing  
43 accommodation to a prospective purchaser, mortgagee or other person  
44 having a legitimate interest therein;

45 (g) The landlord seeks in good faith to recover possession of a hous-  
46 ing accommodation located in a building containing fewer than twelve  
47 units because of immediate and compelling necessity for his or her own  
48 personal use and occupancy as his or her principal residence, or the  
49 personal use and occupancy as principal residence of his or her spouse,  
50 parent, child, stepchild, father-in-law or mother-in-law, when no other  
51 suitable housing accommodation in such building is available. This para-  
52 graph shall permit recovery of only one housing accommodation and shall  
53 not apply to a housing accommodation occupied by a tenant who is sixty-  
54 two years of age or older or who is a disabled person;

55 (h) The landlord seeks in good faith to recover possession of any or  
56 all housing accommodations located in a building with less than five

1 units to personally occupy such housing accommodations as his or her  
2 principal residence.

3 2. A tenant required to surrender a housing accommodation by virtue of  
4 the operation of paragraph (g) or (h) of subdivision one of this section  
5 shall have a cause of action in any court of competent jurisdiction for  
6 damages, declaratory, and injunctive relief against a landlord or  
7 purchaser of the premises who makes a fraudulent statement regarding a  
8 proposed use of the housing accommodation. In any action or proceeding  
9 brought pursuant to this provision a prevailing tenant shall be entitled  
10 to recovery of actual damages, and reasonable attorneys' fees.

11 3. Nothing in this section shall abrogate or limit the tenant's right  
12 pursuant to section seven hundred fifty-one of the real property actions  
13 and proceedings law to permanently stay the issuance or execution of a  
14 warrant or eviction in a summary proceeding, whether characterized as a  
15 nonpayment, objectionable tenancy, or holdover proceeding, the underly-  
16 ing basis of which is the nonpayment of rent, so long as the tenant  
17 complies with the procedural requirements of section seven hundred  
18 fifty-one of the real property actions and proceedings law.

19 § 215. Preservation of existing requirements of law. No action shall  
20 be maintainable and no judgment of possession shall be entered for hous-  
21 ing accommodations pursuant to section two hundred fourteen of this  
22 article, unless the landlord has complied with any and all applicable  
23 laws governing such action or proceeding and has complied with any and  
24 all applicable laws governing notice to tenants, including without limi-  
25 tation the manner and the time of service of such notice and the  
26 contents of such notice.

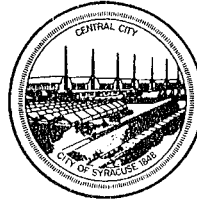
27 § 216. Waiver of rights void. Any agreement by a tenant heretofore or  
28 hereinafter entered into in a written lease or other rental agreement  
29 waiving or modifying his or her rights as set forth in this article  
30 shall be void as contrary to public policy.

31 § 2. Severability. If any provision of this act, or any application of  
32 any provision of this act, is held to be invalid, that shall not affect  
33 the validity or effectiveness of any other provision of this act, or of  
34 any other application of any provision of this act, which can be given  
35 effect without that provision or application; and to that end, the  
36 provisions and applications of this act are severable.

37 § 3. This act shall take effect immediately and shall apply to actions  
38 and proceedings commenced on or after such effective date.



Common Council Office  
314 City Hall  
Syracuse, N.Y. 13202



20  
Council Office: (315) 448-8466  
Fax: (315) 448-8423

**CITY OF SYRACUSE COMMON COUNCIL**

**MICHAEL GREENE**  
**Councilor-at-Large**

April 28, 2022

Ms. Patricia K. McBride  
City Clerk  
231 City Hall  
Syracuse, New York

Dear Ms. McBride:

Please prepare legislation for the regularly scheduled Common Council meeting of Monday, May 9, 2022, urging New York State's elected leaders to pass the New York State Good Cause Eviction Bill (A5573)(S3082). The passing of the New York State Good Cause Eviction Bill will prohibit the eviction of residential tenants or the non-renewal of residential leases without good cause. In addition, this bill will empower tenants to use local code enforcement systems and demand better living conditions.

Please find attached a sample resolution.

Thank you for your attention in this matter.

Sincerely,

*Michael Greene /NB*  
Michael Greene  
Councilor at Large  
President Pro-Tempore

## ARTICLE 9. - RENTAL REGISTRY

## Sec. 27-130. - Rental registry established.

The city of Syracuse hereby creates a rental registry for all one-family and two-family non-owner occupied dwellings throughout the city of Syracuse. The rental registry shall consist of identifying information for all owners of one-family and two-family non-owner occupied dwellings.

(Gen. Ord. No. 16-2007, 5-7-07)

## Sec. 27-131. - Rental registry certificate required.

- (a) Effective January 1, 2011, owners are required to obtain a rental registry certificate for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse.
- (b) Effective July 1, 2018, rental registry certificates will expire three (3) years after they are issued. The expiration date shall be printed on each rental registry certificate. Rental registry certificates issued prior to July 1, 2018 will expire two (2) years after they were issued, the expiration date on the certificate shall still apply. All renewal rental registry certificates shall be issued for a three (3) year period.
- (c) Upon expiration of any rental registry certificate, an owner must renew the registration of any one-family and/or two-family non-owner occupied dwellings. Applications for renewal of a rental registry certificate should be submitted at least forty-five (45) days prior to the expiration date of the rental registry certificate.
- (d) Except as otherwise provided herein, it shall be unlawful and a violation of this chapter to rent or lease a one-family and/or two-family non-owner occupied dwelling without obtaining a rental registry certificate as required by article 9.
- (e) Notwithstanding the foregoing, an owner is not required to obtain a rental registry certificate for any one-family and/or two-family non-owner occupied dwelling where at least one dwelling unit is solely occupied by a person related by blood, marriage, or adoption to or under the legal custody of the owner of the dwelling unit, which may include one additional person who is not a minor without regard to the relationship of the person and without regard to the number of minors in the dwelling unit related by blood, marriage or adoption to the additional person or under the legal custody of the person.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 32-2020, 9-14-20)

## Sec. 27-132. - Application and processing fee.

An application and processing fee must be paid for each one-family and/or two-family non-owner occupied dwelling that the owner(s) wish to register, and must be submitted with the rental registry application form. The application and processing fee for one-family and/or two-family non-owner occupied dwellings shall be one hundred fifty dollars (\$150.00).

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 11-2018, 3-26-18)

## Sec. 27-132a. - Reserved.

**Editor's note**— Gen. Ord. No. 11-2018, adopted March 26, 2018, repealed § 27-132a, which pertained to no fees for rental registry in special neighborhood districts and derived from Gen. Ord. 45-2010, adopted December 20, 2010.

## Sec. 27-133. - Registration.

- (a) To obtain a rental registry certificate, an owner of a one-family and/or two-family non-owner occupied dwelling must, at the time of registration:
  - (1) Complete the rental registry certificate application form as described in section 27-134, and disclose all required information to the satisfaction of the division of code enforcement;
  - (2) Pay all required fees, pursuant to section 27-132 above;
  - (3) Have no open cases with the division of code enforcement on the property being registered;
  - (4) Complete an affidavit of compliance, pursuant to section 27-140 below;
  - (5) Be current on all taxes and water bills for the property being registered;
  - (6) Have no pending nuisance abatement proceedings or orders of closure for the property being registered;
  - (7) The property being registered must pass an exterior and interior inspection conducted by employees of the division of code enforcement. Interior inspections shall be conducted either with consent of the property owner, property manager, or tenant(s), or pursuant to an inspection warrant issued by a court of competent jurisdiction in accordance with the procedures outlined below. This shall not be construed to require a person to consent to an inspection of the property in order to determine compliance with applicable code provisions; and
- (b) The rental registry certificate application form and affidavit of compliance shall be signed by an owner of the property or a property manager, registered with the city of Syracuse, who is also employed by the owner to manage the registered property.
- (c)

Owners of one-family and/or two-family non-owner occupied dwellings that are required to be registered pursuant to section 27-131(a) shall file the rental registry certificate application form during the following time periods, determined by the property's location within one of the city's four (4) quadrants used by the department of public works for the yard waste and construction debris pick-up schedule, as set forth and defined in section 14-21(b) of the Revised General Ordinances of the city of Syracuse, as amended:

- (1) Properties located within the southeast quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every odd year.
- (2) Properties located within the southwest quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every odd year.
- (3) Properties located within the northwest quadrant shall have their rental registry certificate application forms filed between January 1 and February 15 every even year.
- (4) Properties located within the northeast quadrant shall have their rental registry certificate application forms filed between July 1 and August 15 every even year.

A map of the quadrants shall be made available at the division of code enforcement.

- (d) Owners must obtain the rental registry certificates for each one-family and/or two-family non-owner occupied dwelling rented or leased within the city of Syracuse no later than the deadlines for the issuance of rental registry certificates set forth herein. For rental registry applications filed by the deadlines set forth in section 27-132(c) above, the deadlines for the issuance ("issuance deadlines") of rental registry certificates by the division of code enforcement are as follows:
- (1) Rental registry certificates for properties located in the southeast quadrant shall be issued no later than June 30 every odd year.
  - (2) Rental registry certificates for properties located in the southwest quadrant shall be issued no later than December 31 every odd year.
  - (3) Rental registry certificates for properties located in the northwest quadrant shall be issued no later than June 30 every even year.
  - (4) Rental registry certificates for properties located in the northeast quadrant shall be issued no later than December 31 every even year.
- (e) Any owner of a one-family or two-family non-owner occupied dwelling who registers a one-family or two-family non-owner occupied dwelling outside of the designated time period as set forth in section 27-132(c) above, and the property being registered has not undergone any ownership or character changes, shall pay one hundred fifty dollars (\$150.00) in addition to an administrative surcharge in an amount to be determined by the director of the division of code enforcement.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11; Gen. Ord. No. 11-2018, 3-26-18)

#### Sec. 27-134. - Registration application.

- (a) The rental registry application form is available at the division of code enforcement.
- (b) A rental registry application form must be completed for each one-family and/or two-family non-owner occupied dwelling to be rented or leased. The rental registry application form must be submitted to the division of code enforcement.
- (c) The rental registry application form shall request relevant information relating to the owner of the one-family and/or two-family non-owner occupied dwelling being registered. This information shall include, but not be limited to:
  - (1) The owner's name, domicile address and telephone number;
  - (2) If the owner is a corporation, general or limited partnership or a limited liability company, all information required by section 27-135 shall be provided;
  - (3) If the owner employs a property manager, the name, domicile address and telephone number of the property manager, the duties and responsibilities of the property manager, whether the property manager is a licensed real estate broker, and the property manager's real estate broker license number; and
  - (4) The names and street addresses and/or domicile addresses of any and all individuals, companies, firms, corporations, etc. Who perform the duties of a property manager on the property being registered.
- (d) No post office box addresses will be accepted in lieu of the domicile and/or the street addresses for any of the information required in this article.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)

#### Sec. 27-135. - Registration application requirements for entities.

- (a) An owner of a one-family and/or two-family non-owner occupied dwelling that is a limited liability company (LLC), corporation, or general or limited partnership must provide the name, domicile address and telephone number of each principal, partner, associate, member and/or any other party responsible for the contracts and obligations of the LLC, corporation, or general or limited partnership, and submit that information with the rental registry application form.
- (b) No post office box addresses will be accepted as addresses for any of the information required in this section.
- (c) At the time of initial registration, an owner of a one-family and/or two-family non-owner occupied dwelling that is an LLC, corporation, or general or limited partnership must attach the LLC, corporation, or general or limited partnership's articles of organization, articles of incorporation, or partnership agreement along with the entity's operation agreement or similar document.
- (d) In no event shall an LLC be an owner occupant for purposes of this article.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

#### Sec. 27-136. - Rental registry card not transferable.

Rental registry cards cannot be transferred from one owner to another for a one-family or two-family non-owner occupied dwelling.

(Gen. Ord. No. 16-2007, 5-7-07)

Sec. 27-137. - Conversion to vacant registry.

Should the owner of a one-family or two-family non-owner occupied dwelling that has a rental registry certificate pursuant to this article convert the dwelling to a vacant one-family or two-family structure, the owner shall notify the division immediately of the vacancy and the director or designated representative shall convert the rental registry certificate for the non-owner occupied dwelling/vacant structure to a vacant registration. No additional fees shall be required from the owner at the time of the conversion. However, after the conversion, the owner of the now converted one-family or two-family vacant structure will be required to comply with all the provisions of [section 27-116\(e\)](#), including registering the vacant one-family or two-family vacant structure every three (3) years and paying all applicable vacant registry fees at times of subsequent registrations.

(Gen. Ord. No. 16-2007, 5-7-07; Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-138. - Severability.

In the event any clause, sentence, paragraph, section or part of this article shall be finally adjudged by a court of competent jurisdiction to be invalid, unlawful and/or unconstitutional, such determination shall not affect, impair or invalidate the remainder thereof but shall be limited to the portion directly involved in the determination and the remainder of this article shall remain in full force and effect.

(Gen. Ord. No. 16-2007, 5-7-07)

Sec. 27-139. - Posting of a rental registry certificate.

Owners must conspicuously post their rental registry certificate within a common space of the property and must make the rental registry certificate available to present to inspectors and other employees of the division of code enforcement. If there is no common space in a two-family non-owner occupied dwelling, then a copy of the rental registry certificate must be conspicuously posted within the interior of each unit.

(Gen. Ord. No. 45-2010, 12-20-10)

Sec. 27-140. - Affidavit of compliance.

- (a) In accordance with [section 27-134\(c\)](#), all owners or property managers submitting an affidavit of compliance, as part of the rental registry application form, must affirm that the property substantially satisfies each code requirement listed in the checklist on the affidavit of compliance.
- (b) The affidavit of compliance, as part of the rental registry application form, shall be made available by the division of code enforcement and may be submitted to the division of code enforcement by mail or in person. The affidavit of compliance must be notarized and sworn to by the owner or property manager before submission.

(Gen. Ord. No. 45-2010, 12-20-10; Gen. Ord. No. 30-2011, 8-1-11)

Sec. 27-141. - Rental registry inspection warrants.

Nothing in this article shall be construed to require a person to consent to an inspection of a premises in order to determine compliance with applicable Code provisions. However, nor shall this article be construed as removing the obligation of a person to apply and secure a rental registry certificate for their applicable premises. When applying for a rental registry certificate, which calls for an inspection, a person shall have the right to decline to consent to the inspection, and the city, may without further notice to the applicant, apply for an inspection warrant to conduct the required inspection. However, if the premises are occupied, notice to the occupant or other person with apparent right of possession in accordance with the procedure outlined in [section 27-142](#) below, shall be required.

Nothing in this part shall be construed to require either an inspection warrant or prior notice to enter or inspect a premises under circumstances in which a warrant is not constitutionally required.

(Gen. Ord. No. 11-2018, 3-26-18)

**Editor's note**— Ord. No. 11-2018, adopted March 26, 2018, repealed the former § 27-141, and enacted a new § 27-141 as set out herein. The former § 27-141 pertained to creation of "compliant landlord" list and derived from Gen. Ord. No. 45-2010, adopted December 20, 2010.

Sec. 27-142. - Notice of intent to conduct a rental registry inspection for premises that are occupied.

- (a) Before an application may be made for an inspection warrant for a rental registry inspection of occupied premises, the director of the division of code enforcement or his designee must give prior notice of his or her intent to conduct an inspection to the occupant or other person with apparent right of possession. As indicated above, no notice is required to an applicant who has declined to consent to an inspection when applying for a rental registry certificate which calls for an inspection. No further notice is required before additional inspection warrants are sought to inspect a premises, including warrants to reinspect a premises to determine if cited violations have been corrected, or additional warrants necessitated by the expiration of a warrant before an inspection could be completed.
- (b) The notice of intent to conduct an inspection shall contain the following: (1) The date and time at which the designated code enforcement officer or employee will be present to conduct an inspection; (2) instructions on how to reschedule the inspection to a reasonable date and time by contacting the designated code enforcement officer or employee before the stated date of the inspection; (3) notify the person that if the inspection is not allowed to be conducted the city will

make an application to a court of competent jurisdiction for an inspection warrant; and (4) notify that a tenant may be protected against retaliation by the landlord for making a good faith complaint of code violations pursuant to Section 223-b of the New York State Real Property Law.

- (c) Service of the notice of intent to conduct an inspection must be either sent by first-class mail or personally delivered to the occupant or person with apparent right of possession. The notice shall be addressed to the occupants of record if their names are provided to the city by the owner in writing, otherwise notice shall be sufficient if addressed to the "occupant" of a particular unit.

(Gen. Ord. No. 11-2018, 3-26-18)

**Editor's note**— Ord. No. 11-2018, adopted March 26, 2018, repealed the former § 27-142, and enacted a new § 27-142 as set out herein. The former § 27-142 pertained to qualifications to be a "compliant landlord". See Code Comparative Table for complete derivation.

Sec. 27-143. - Rental registry inspection warrant application with prior notice of intent.

The director of the division of code enforcement or his designee may make an application for an inspection warrant to conduct an inspection after notice of intent to conduct an inspection has been given, if the person notified does not allow, fails to schedule or unduly delays the inspection and derived from Gen. Ord. No. 45-2010, adopted December 20, 2010.

(Gen. Ord. No. 11-2018, 3-26-18)

**Editor's note**— Ord. No. 11-2018, adopted March 26, 2018, repealed the former § 27-143, and enacted a new § 27-143 as set out herein. The former § 27-143 pertained to seasonal violations and "compliant landlord" list. See Code Comparative Table for complete derivation.

Sec. 27-144. - Applications for rental registry inspection warrants.

The application for an inspection warrant should be in writing and contain the following information:

- (1) The name of the court to which it is addressed;
- (2) The name of the director of the division of code enforcement;
- (3) The date of the making of the application;
- (4) Indicate that the inspection is required under chapter 27, article 9 of the Property Conservation Code for issuance of a rental registry certificate;
- (5) Describe the limited nature and purpose of the inspection and the manner in which the inspection is to be conducted in order to assure that any observations, findings and evidence obtained through execution of the inspection warrant shall be restricted to use in civil enforcement proceedings only;
- (6) Identify the premises to be entered and inspected in sufficient detail and particularity so that the director of code enforcement or the employee executing the inspection warrant may readily ascertain the premises;
- (7) For cases where prior notice of intent to conduct an inspection is required, the application should contain specific information showing how and when the notice has been given, which most recent notice shall have been given within ninety (90) days of the application for an inspection warrant, and how the inspection has not been allowed, has not been scheduled, or has been unduly delayed by the person notified;
- (8) Request that the court issue an inspection warrant directing an inspection of the subject premises for civil enforcement purposes only, which inspection may include the photographing, recording or nondestructive testing of the property or physical conditions found thereon or therein, subject to such limitations and restrictions as may be provided by the court; and
- (9) The application should be subscribed and sworn to by the applicant before a commissioner of deeds or a notary public.

(Gen. Ord. No. 11-2018, 3-26-18)

**Editor's note**— Ord. No. 11-2018, adopted March 26, 2018, repealed the former § 27-144, and enacted a new § 27-144 as set out herein. The former § 27-144 pertained to benefits applicable to owners who qualify for "compliant landlord" list and derived from Gen. Ord. No. 45-2010, adopted December 20, 2010.

Sec. 27-145. - Execution of a rental registry inspection warrant.

- (a) In executing an inspection warrant, the designated city officer or employee authorized by the court to execute the warrant shall, before entry, make a reasonable effort to present his or her credentials, authority and purpose to an occupant or person in possession of the premises designed in the warrant and to deliver a copy of the warrant to the occupant or person in possession of the premises.
- (b) When authorized in the inspection warrant, a police officer may provide protection to the designated city officer or employee during the execution of the inspection warrant. Absent such authorization, a police officer shall not accompany the designated city officer or employee during the inspection of the interior portions of a building not open to the public.
- (c) An inspection warrant shall be executed within the time specified in the warrant, not to exceed thirty (30) days or if no time is specified therein, within thirty (30) days from the date of issuance of the inspection warrant.

(Gen. Ord. No. 11-2018, 3-26-18)

Sec. 27-146. - Unlawful actions.

It shall be unlawful for any person to willfully deny or unduly delay entry or access to any premises to a designated city officer or employee with an inspection warrant authorizing inspection of said premises, to willfully deny or unduly delay or interfere with the inspection authorized by the warrant, or after receiving a copy of an inspection warrant requiring the scheduling of an inspection, to willfully fail to schedule a reasonable date and time for the inspection as set forth in the inspection

warrant. Any person who violates this section shall be subject to an application to be found in contempt of court pursuant to article 19 of the Judiciary Law, and punishment as provided for therein may include a fine or imprisonment, or both.

(Gen. Ord. No. 11-2018, 3-26-18)

Sec. 27-147. - Collection of rents.

No owner, agent or person in charge shall collect rents during any period of noncompliance with article 9 which would otherwise be due and owing for the rental of premises unless and until the owner shall have complied with the provisions herein. Nothing herein shall be construed to prevent an owner, upon receipt of the rental registry certificate, from receiving the equitable value of the occupancy of the premises from the earliest date of occupancy, but in no event shall an owner recover in excess of the agreed rent. Failure on the part of the tenant to pay the equitable value of the occupancy of the premises from the earliest date of occupancy until the owner's receipt of the rental registry certificate may not be used as a basis for eviction.

(Gen. Ord. No. 32-2020, 9-14-20)

Sec. 27-148. - Conditional rental registry certificate.

- (a) A conditional rental registry certificate may be issued by the director of code enforcement or their designee to an owner of a one-family and/or two-family non-owner occupied dwelling whose rental registry certificate is applied for or eligible for renewal between the period of October 15 and March 31 if, at the time of registration, the owner has satisfied the requirements of section 27-133(a)(1), (2), (5) and (6) above, in that they have completed the rental registry certificate application form and disclosed all required information to the satisfaction of the division of code enforcement; they have paid all the required fees detailed in section 27-132 above; they are current on all taxes and water bills for the property being registered; and they have no pending nuisance abatement proceedings or orders of closure for the property being registered but they are unable to satisfy the remaining requirements of section 27-133(a)(3), (4) and (7) to have no outstanding code violations, to complete an affidavit of compliance and to pass an interior and exterior inspection of the property due to seasonal weather conditions that make it impracticable for the owner to address exterior non-immediate health or safety code violations issued on or after October 15 of the year of the rental registry application and prior to April 1 of the following year.
- (b) An owner seeking a conditional rental registry certificate shall complete an affidavit of compliance, pursuant to the requirements of section 27-140, affirming that the property substantially satisfies each code requirement listed in the checklist on the affidavit of compliance with the exception of the identified exterior non-immediate health or safety violation for which the owner intends to remedy and submit a request for exterior inspection to the division of code enforcement prior to June 21 in order to be cleared of the violation.
- (c) Owners issued a conditional rental registry certificate shall submit a request for an exterior inspection to the division of code enforcement prior to June 21. An owner must pass an exterior inspection conducted by an employee of the division of code enforcement to be cleared of the exterior non-immediate health or safety code violation and satisfy the condition by which the rental registry certificate was issued.
- (c) A conditional rental registry certificate shall be converted to a rental registry certificate once the property is cleared of its identified exterior non-immediate health or safety code violation. The three-year term of the rental registry certificate will be considered to run for three (3) years from the date of issuance of the conditional rental registry certificate.
- (d) A conditional rental registry certificate is void if:
  - (1) The owner fails to submit a request for an exterior inspection to the division of code enforcement prior to June 21;
  - (2) The owner fails an exterior inspection conducted by an employee of the division of code enforcement requested prior to June 21 but conducted after June 21;
  - (3) The owner's property is cited for any additional code violations prior to or concurrent with the performance of the requested exterior inspection of the property by an employee of the division of code enforcement; or
  - (4) The owner fails to continue to meet the requirements of section 27-133(a)(1), (2), (5) and (6) above.
- (e) A conditional rental registry certificate may only be granted to a property once every three (3) years.

(Gen. Ord. No. 39-2020, 12-21-20)

Secs. 27-149, 27-150. - Reserved.

STATE OF NEW YORK

995--B

2023-2024 Regular Sessions

IN SENATE

January 9, 2023

Introduced by Sens. HOYLMAN-SIGAL, BRISPORT, CLEARE, KRUEGER, MAY, MYRIE, RAMOS, RIVERA, RYAN, SALAZAR, WEBER -- read twice and ordered printed, and when printed to be committed to the Committee on Corporations, Authorities and Commissions -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the limited liability company law and the executive law, in relation to the disclosure of beneficial owners of limited liability companies

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

1 Section 1. Short title. This act shall be known and may be cited as  
2 the "LLC transparency act".

3 § 2. Section 102 of the limited liability company law is amended by  
4 adding four new subdivisions (ii), (jj), (kk) and (ll) to read as  
5 follows:

6 (ii) "Beneficial owner" shall have the same meaning as defined in 31  
7 U.S.C. § 5336(a)(3), as amended, and any regulations promulgated there-  
8 under.

9 (jj) "Initial report" shall mean the report required to be filed  
10 pursuant to 31 C.F.R. § 1010.380, as amended.

11 (kk) "Reporting company" shall have the same meaning as defined in 31  
12 U.S.C. § 5336(a)(11)(A), as amended, and any regulations promulgated  
13 thereunder, but shall only include limited liability companies and  
14 foreign limited liability companies.

15 (ll) "Exempt company" shall mean a limited liability company or  
16 foreign limited liability company not otherwise defined as a reporting  
17 company that meets a condition for exemption enumerated in 31 U.S.C. §  
18 5336(a)(11)(B).

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

LBD00252-09-3

1 § 3. Paragraphs 6 and 7 of subdivision (e) of section 203 of the  
2 limited liability company law, as added by chapter 470 of the laws of  
3 1997, are amended to read as follows:

4 (6) if all or specified members are to be liable in their capacity as  
5 members for all or specified debts, obligations or liabilities of the  
6 limited liability company as authorized pursuant to section six hundred  
7 nine of this chapter, a statement that all or specified members are so  
8 liable for such debts, obligations or liabilities in their capacity as  
9 members of the limited liability company as authorized pursuant to  
10 section six hundred nine of this chapter; ~~and~~

11 (7) in the case of an exempt company, a statement signed by a member  
12 or manager indicating the provision or provisions of 31 U.S.C. §  
13 5336(a)(11)(B), excluding such company from the definition of a report-  
14 ing company to file an initial report, or in the case of a reporting  
15 company, the beneficial ownership disclosure information as required  
16 pursuant to section two hundred fifteen of this article; and

17 (8) any other provisions, not inconsistent with law, that the members  
18 elect to include in the articles ~~of~~ of organization for the regulation  
19 of the internal affairs of the limited liability company, including, but  
20 not limited to, (A) the business purpose for which the limited liability  
21 company is formed, (B) a statement of whether there are limitations on  
22 the authority of members or managers or a class or classes thereof to  
23 bind the limited liability company and (C) any provisions that are  
24 required or permitted to be included in the operating agreement of the  
25 limited liability company pursuant to section four hundred seventeen of  
26 this chapter.

27 § 4. Paragraphs 8, 9 and 10 of subdivision (d) of section 211 of the  
28 limited liability company law, paragraph 10 as added by section 18 of  
29 part KK of chapter 56 of the laws of 2021, are amended and a new para-  
30 graph 11 is added to read as follows:

31 (8) the discovery of a materially false or inaccurate statement in the  
32 articles of organization; ~~and~~

33 (9) the decision to change any other statement in the articles of  
34 organization~~[-]~~;

35 (10) to specify, change or delete the email address to which the  
36 ~~secretary~~ department of state shall email a notice of the fact that  
37 process against the limited liability company has been electronically  
38 served upon him or her~~[-]~~; ~~and~~

39 (11) in the case of a reporting company, any change in the information  
40 required to be disclosed pursuant to section two hundred fifteen of this  
41 article, or where a reporting company has not filed the disclosure  
42 required by such section, such company shall file such disclosure at the  
43 time of filing such certificate of amendment.

44 § 5. The limited liability company law is amended by adding a new  
45 section 215 to read as follows:

46 § 215. Beneficial ownership disclosure. (a) When filing the articles  
47 of organization pursuant to section two hundred three of this article or  
48 filing an amendment of the articles of organization pursuant to section  
49 two hundred eleven of this article, the reporting company shall file  
50 with the department of state a beneficial ownership disclosure, and any  
51 updates to such information, as may be applicable, identifying each  
52 beneficial owner by: (1) full legal name; (2) date of birth; (3) current  
53 business street address; and (4) a unique identifying number from an  
54 acceptable identification document defined in 31 U.S.C. § 5336 (a)(1).  
55 Provided, however, that where an initial report contains the information  
56 required herein, a reporting company may submit a copy of the initial



1 report, submitted to the federal government pursuant to 31 U.S.C. §  
2 5336, to satisfy the requirements of this section.

3 (b) All personal or identifying information of beneficial owners  
4 provided to the department of state under this section not required to  
5 be included in the business entity database pursuant to section one  
6 hundred-b of the executive law, shall be deemed confidential except for  
7 the purposes of law enforcement, or as otherwise required to be  
8 disclosed pursuant to a court order. If confidential information associ-  
9 ated with a beneficial owner is held electronically, such records shall  
10 be encrypted or protected in a substantially similar manner. The  
11 department of state shall, upon the filing of each beneficial ownership  
12 disclosure, assign each beneficial owner of a limited liability company  
13 an anonymized unique identifying number, which shall not be based on any  
14 personally identifying number including but not limited to a social  
15 security or tax identification number assigned to or associated with  
16 such beneficial owner.

17 (c) (1) Each reporting company formed on or before the effective date  
18 of this section shall file the information required under subdivision  
19 (a) of this section; and each exempt company formed on or before the  
20 effective date of this section shall file a statement signed by a member  
21 or manager indicating the provision or provisions of 31 U.S.C. §  
22 5336(a)(11)(B), excluding such company from the definition of a report-  
23 ing company, with the department of state no later than January first,  
24 two thousand twenty-five.

25 (2) A reporting company which has failed to file the beneficial  
26 ownership disclosure as required by this section for a period exceeding  
27 thirty days shall be shown to be past due on the records of the depart-  
28 ment of state until an up-to-date beneficial ownership disclosure is  
29 filed with the department.

30 (3) A reporting company which has failed to file the beneficial owner-  
31 ship disclosure as required by this section for a period exceeding two  
32 years shall be shown to be delinquent on the records of the department  
33 of state after a notice of delinquency has been mailed to the last known  
34 business address of such reporting company, and such company has failed  
35 to file such information within sixty days of the mailing of such  
36 notice. Such delinquency shall be removed from the records of the  
37 department of state upon the filing of an up-to-date beneficial owner-  
38 ship disclosure, and the payment of a civil penalty of two hundred fifty  
39 dollars.

40 § 6. Paragraphs 7 and 8 of subdivision (a) of section 802 of the  
41 limited liability company law are amended and a new paragraph 9 is added  
42 to read as follows:

43 (7) a statement that the foreign limited liability company is in  
44 existence in the jurisdiction of its formation at the time of the filing  
45 of such application; [and]

46 (8) the name and address of the authorized officer in the jurisdiction  
47 of its formation where a copy of its articles of organization is filed  
48 or, if no public filing of its articles of organization is required by  
49 the law of the jurisdiction of formation, a statement that the foreign  
50 limited liability company shall provide, on request, a copy thereof with  
51 all amendments thereto (if such documents are in a foreign language, a  
52 translation in English thereof under oath of the translator shall be  
53 attached thereto), and the name and post office address of the person  
54 responsible for providing such copies[-]; and

55 (9) in the case of an exempt company, a statement signed by a member  
56 or manager indicating the provision or provisions of 31 U.S.C. §

1 5336(a)(11)(B), excluding such company from the definition of a report-  
2 ing company to file an initial report, or in the case of a reporting  
3 company, the beneficial ownership disclosure information required pursu-  
4 ant to section eight hundred ten of this article.

5 § 7. Section 804 of the limited liability company law is amended by  
6 adding a new subdivision (c) to read as follows:

7 (c) In the case of a foreign limited liability company that is also a  
8 reporting company, such reporting company shall amend its application  
9 for authority upon any change in the beneficial owner information  
10 required pursuant to section eight hundred ten of this article.

11 § 8. The limited liability company law is amended by adding a new  
12 section 810 to read as follows:

13 § 810. Beneficial ownership disclosure. (a) When filing the applica-  
14 tion for authority pursuant to section eight hundred two of this article  
15 or filing any amendments to an application for authority pursuant to  
16 section eight hundred four of this article, a reporting company shall  
17 file with the department of state a beneficial ownership disclosure, or  
18 any updates to such information, as may be applicable, identifying each  
19 beneficial owner by: (1) full legal name; (2) date of birth; (3)  
20 current business street address; and (4) a unique identifying number  
21 from an acceptable identification document defined in 31 U.S.C. §  
22 5336(a)(1). Provided, however, that where an initial report contains the  
23 information required herein, such foreign limited liability company  
24 shall submit a copy of the initial report such company submitted to  
25 the federal government pursuant to 31 U.S.C. § 5336 in order to satisfy  
26 the requirements of this section.

27 (b) All personal or identifying information of beneficial owners  
28 provided to the department of state under this section not required to  
29 be included in the business entity database pursuant to section one  
30 hundred-b of the executive law, shall be deemed confidential except for  
31 the purposes of law enforcement, or as otherwise required to be  
32 disclosed pursuant to a court order. If confidential information associ-  
33 ated with a beneficial owner is held electronically, such records shall  
34 be encrypted or protected in a substantially similar manner. The depart-  
35 ment of state shall, upon the filing of each beneficial ownership  
36 disclosure, assign each beneficial owner of a foreign limited liability  
37 company an anonymized unique identifying number, which shall not be  
38 based on any personally identifying number including but not limited to  
39 a social security or tax identification number assigned to or associated  
40 with such beneficial owner.

41 (c) (1) Each reporting company formed pursuant to section eight  
42 hundred two of this chapter, on or before the effective date of this  
43 section shall file the information required under subdivision (a) of  
44 this section; and each exempt company shall file a statement signed by a  
45 member or manager indicating the provision or provisions of 31 U.S.C. §  
46 5336(a)(11)(B) excluding such company from the definition of a reporting  
47 company, with the department of state no later than January first, two  
48 thousand twenty-five.

49 (2) A reporting company which has failed to file its beneficial  
50 ownership disclosure as required by this section, for a period exceed-  
51 ing thirty days, shall be shown to be past due on the records of the  
52 department of state until an up-to-date beneficial ownership disclosure  
53 is filed with the department.

54 (3) A reporting company which has failed to file its beneficial owner-  
55 ship disclosure as required by this section for a period exceeding two  
56 years shall be shown to be delinquent on the records of the department

1 of state after a notice of delinquency has been mailed to the last  
2 known business address of such company and such company has failed to  
3 file such information within sixty days of the mailing of such notice.  
4 Such delinquency shall be removed from the records of the department of  
5 state upon the filing of an up-to-date beneficial ownership disclosure  
6 required by this section, and the payment of a civil penalty of two  
7 hundred fifty dollars.

8 § 9. The executive law is amended by adding a new section 100-b to  
9 read as follows:

10 § 100-b. Business entity database. 1. The secretary of state shall  
11 maintain a publicly available database on its website for each business  
12 entity organized in New York state and each foreign business entity with  
13 authority to do business in the state, that includes but is not  
14 limited to, the following information:

15 (a) the name of the business entity;

16 (b) the history of such name and changes to such name, where applica-  
17 ble;

18 (c) the current business street address and the county associated with  
19 such business street address;

20 (d) the duration or date of dissolution of the business entity, where  
21 applicable;

22 (e) where the business entity is a limited liability company, the date  
23 of initial filing of the articles of organization, or where the  
24 business entity is a foreign limited liability company, the application  
25 for authority;

26 (f) the date of the most recent filing;

27 (g) the filing history associated with such entity; and

28 (h) any other information pertaining to such business entity as may be  
29 determined by the secretary of state and in accordance with applicable  
30 state and federal laws, rules, and regulations.

31 2. (a) In addition to the information required to be included in the  
32 database pursuant to subdivision one of this section, the secretary of  
33 state shall also include the full legal name or names of each beneficial  
34 owner, for every limited liability company and foreign limited liability  
35 company where such companies are also reporting companies.

36 (b) The secretary of state shall establish, through regulations,  
37 procedures to allow beneficial owners of limited liability companies  
38 and foreign limited liability companies who are also reporting companies  
39 who cite significant privacy interests to apply for a waiver to withhold  
40 the name and/or business address associated of a beneficial owner from  
41 the database established in subdivision one of this section where such  
42 name and/or business address discloses personal or identifying informa-  
43 tion of such beneficial owner, no amendment to such information miti-  
44 gates such disclosure, and such disclosure serves no public interest.  
45 Significant privacy interests shall include, but not be limited to,  
46 where a beneficial owner is a natural person participating in an address  
47 confidentiality program, or is a member of a limited liability compa-  
48 ny acting as a relator in a qui tam action filed pursuant to section one  
49 hundred ninety of the state finance law or 31 U.S.C. section 3729. The  
50 secretary of state shall issue a waiver to a beneficial owner upon a  
51 demonstration that a significant privacy interest exists and shall  
52 provide guidance on its website indicating what documentation is accept-  
53 able as proof for issuance of a waiver. If the secretary of state grants  
54 a beneficial owner a waiver pursuant to this subdivision, the secretary  
55 of state shall disclose the anonymized unique identifying number  
56 assigned by the secretary of state to each beneficial owner or owners

1 pursuant to section two hundred fifteen or section eight hundred ten  
2 of the limited liability company law, as may be applicable to the  
3 database established in subdivision one of this section. The secretary  
4 of state shall also provide information on its website regarding compli-  
5 ance with beneficial ownership disclosure requirements and how and where  
6 such information may be used and disclosed.

7 § 10. This act shall take effect on the three hundred sixty-fifth day  
8 after it shall have become a law. Effective immediately, the addition,  
9 amendment and/or repeal of any rule or regulation necessary for the  
10 implementation of this act on its effective date are authorized to be  
11 made and completed on or before such effective date.