

# **The Right to Renew Leases in Ithaca, Permitting No Eviction Without Good Cause**

## **Applicability.**

This article shall apply to all housing accommodations except premises otherwise subject to regulation of rents or evictions pursuant to state or federal law to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tenancies.

## **Special rules for eviction proceeding.**

Filing of Residential Occupancy Permit Required. No action for eviction may be commenced without the Petitioner’s having submitted to the Court a copy of the most recently-issued Certificate of Compliance issued according to §210-43 of Article VII of Part II of this Code for the rental dwelling unit of which the Petitioner is seeking possession or an allegation that deregistration and suspension of said Certificate of Compliance was done in violation of this Article.

## **Necessity for good cause.**

No landlord shall, by action to evict or to recover possession, by exclusion from possession, by failure to renew any lease, or otherwise, remove any tenant from housing accommodation except for good cause as defined in the “Grounds for removal of tenants” section of this article.

## **Grounds for removal of tenants**

- A. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the petitioner or plaintiff has established one of the following grounds as good cause for removal or eviction:
- (1) The tenant has failed to pay rent due and owing, provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase or pattern of rent increases, regardless of the tenant’s prior consent;
  - (2) The tenant commits an act of assault or harassment toward other occupants or tenants of the same or adjacent buildings or structures, or is maliciously or by

reason of negligence causing significant damage to the housing accommodation;

- (3) Except where notice is issued pursuant this subsection for the purpose of circumventing the intent of this article, where the owner-landlord has notified the tenant in writing of the owner-landlord's intention not to renew a written lease not less than five months in advance of the non-renewal date and the tenant consents, provided that at the time of filing of an eviction proceeding the landlord has in good-faith entered into an enforceable lease agreement with a different party in an arms-length transaction for the premises occupied by the tenant, and that the current tenant has consented to the landlord entering into the new lease agreement. The non-renewal notice provided for in this section must include language advising the tenant of their right to renew their tenancy and thereby reject the non-renewal, that tenant's consent must be provided in writing and that the tenant may not be subjected to retaliation for such rejection. The tenant's consent may be withdrawn any time prior to three months before the expiration of the current lease term, or prior to the owner-landlord's entrance into a new lease agreement for the subject premises, whichever is later.
- (4) Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties therefor; provided however that the City of Ithaca has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the order to vacate. In instances where the landlord does not undertake to cure conditions of the housing accommodation causing such violation of the law, the tenant shall have the right to pay or secure payment in a manner satisfactory to the court, to cure such violation provided that any tenant expenditures shall be applied against rent to which the landlord is entitled. In instances where removal of a tenant is absolutely essential to their health and safety, the removal of the tenant shall be without prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary damages against the landlord to compel compliance by the landlord with all applicable laws;
- (5) The tenant is using or permitting the housing accommodation to be used for an illegal purpose, except in cases of non-violent drug-related crimes;

B. A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (4) of subsection (A) of this section shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding the

issuance of an order requiring the tenant to vacate the housing accommodation. In any action or proceeding brought pursuant to this provision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

- C. Nothing in this section shall abrogate or limit the tenant's right, pursuant to section seven hundred fifty-one of the Real Property Actions and Proceedings Law, to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the nonpayment of rent, so long as the tenant complies with the procedural requirements of section seven hundred fifty-one of the Real Property Actions and Proceedings Law.

**Preservation of existing requirements of law.**

No action shall be maintainable and no judgment of possession shall be entered for housing accommodations pursuant to this article, unless the landlord has complied with any and all applicable laws governing such action or proceeding and has complied with any and all applicable laws governing notice to tenants including, without limitation, the manner and the time of service of such notice and the contents of such notice.

**Waiver of rights void.**

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