AMENDED PEDC Meeting
Planning and Economic Development Committee
Ithaca Common Council

City Hall Remains Closed to the Public
This meeting will be conducted remotely via the online platform Zoom, pursuant to the Governor’s Executive Order 202.1. A live stream is available at City of Ithaca Public Meetings YouTube Channel

** Please refer to the second page of this agenda to learn how to participate either by written comment or joining the meeting to speak **

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting Item</th>
<th>Presenter</th>
<th>Time Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Call to Order/Agenda Review</td>
<td>No</td>
<td></td>
<td>6:00</td>
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<tr>
<td>2) Public Comment *</td>
<td>No</td>
<td></td>
<td>30 mins.</td>
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<tr>
<td>3) Special Order of Business</td>
<td></td>
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<td>60 Mins</td>
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<tr>
<td>a) Presentations &amp; Discussion</td>
<td>No</td>
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<tr>
<td>Keith McCafferty, Law NY Existing Statewide Tenant Protections</td>
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<td>Johanna Anderson, Ithaca Neighborhood Housing Services, Tenant Protections in not-for-profit Affordable Housing</td>
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<tr>
<td>b) Public Hearing – Proposed Amendment to §258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)</td>
<td>Yes</td>
<td>Nels Bohn (IURA)</td>
<td>10 mins</td>
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<tr>
<td>c) Public Hearing – Amendment to 2021 HUD Action Plan - Finger Lakes ReUse, Inc.</td>
<td>Yes</td>
<td>Nels Bohn (IURA)</td>
<td>10 mins</td>
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<td>4) Announcements, Updates, Reports</td>
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<tr>
<td>5) Action Items (Voting to send on to Council)</td>
<td>Yes</td>
<td>Nels Bohn (IURA)</td>
<td>10 mins</td>
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<td>a) 2021 HUD Action Plan Amendment – Finger Lakes ReUse, Inc.</td>
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<td>6) Discussion</td>
<td>No</td>
<td>Alderperson Patrick Mehler</td>
<td>10 mins</td>
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<tr>
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<tr>
<td>7) Review and Approval of Minutes</td>
<td>Yes</td>
<td></td>
<td>5 Mins</td>
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<td>a) January 2022</td>
<td></td>
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<td>8) Adjournment</td>
<td>Yes</td>
<td></td>
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</tbody>
</table>

If you have a disability and require accommodations in order to fully participate, please contact the City Clerk at 274-6570 by 12:00 noon on Tuesday, February 15, 2022.
* General Public Comments
Send written comments here: [http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--98](http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--98) by 4:00 p.m. the day BEFORE the meeting. All comments received will be forwarded to the Common Council for their consideration. Written comments received in advance of the meeting give the Committee members time to fully consider them. If you want your comment read aloud, please state so in your email and limit the comment to three minutes. A minimum of 15 minutes will be allotted at the beginning to read comments, if needed. The Chair will make an effort to accommodate as many read comments as time permits.

** Register to Speak via Zoom
At 9:00 a.m. on the day of the meeting the following link will be open to register for speaking at the beginning of the meeting via Zoom. [http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--102](http://www.cityofithaca.org/FormCenter/Planning-Economic-Development-Committee-18/Planning-Economic-Development-Committee--102)

The first hour of the meeting will be used for public comment. Registration will close at 3:00 p.m. in order for us to calculate how much time each person will be allotted. If you register, you will be emailed the Zoom link later that day. Use that link to sign in and enter the Zoom waiting room. You will be moved into the meeting for your allotted time in the order that you registered to speak. You must be present in the waiting room when your turn is called or you will forfeit your time. You can use video or telephone to participate.

All comments and questions can be emailed to Deborah Grunder at dgrunder@cityofithaca.org or call (607) 274-6551.
Proposed Amendment to §258-10 of the City Code

At the January 19, 2022 PEDC meeting, the Committee discussed a proposed amendment to §258-10 (Rental Housing, Renewal of Rental Agreements; Notification to Tenants) of the City Code.

The code currently requires that landlords provide a minimum 60 days written notice to current tenants of a residential unit before doing any of the following:
1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

This amendment would change the minimum notification requirement from 60 to 120 days and apply to both listing and showing a residential unit to prospective tenants, either virtually or in person. Additionally, no waiver of this provision would be allowed in any housing contract.

There will be a public hearing regarding this proposal at the February 16, 2022 PEDC meeting, beginning at 6:00 p.m. See instructions below.

Members of the public will be given the opportunity to be heard at the meeting regarding the proposed amendment. Due to the local spike in COVID cases it is uncertain whether this will be an in-person or remote meeting. If the meeting is held in-person, members of the public may participate in the public hearing remotely or in-person.

There are two options to participate in a public hearing:
1. Submit comments by email no later than 3 p.m. on the day of the meeting to dgrunder@cityofithaca.org and if requested, they can be read into the record. Each comment is limited to three minutes. Indicate in your email that the comment is for a public hearing and provide your name and address.

2. To speak at the meeting, sign up and receive instructions by contacting dgrunder@cityofithaca.org or the Planning Divisions at (607) 274-6551. Please provide your name and address. Each comment will be limited to three minutes.
City of Ithaca - Department of Public Works
Office of the City Engineer
108 East Green Street
Ithaca, NY 14850

Sealed bids for City of Ithaca Department of Public Works, Cass Park Rink Enhancement will be received by Scott Andrew at the Office of the City Controller of the City of Ithaca, 108 E Green Street, Ithaca, NY 14850, until Tuesday, March 2, 2022, at 11:00 a.m. The Bids will be publicly opened and read aloud through a Zoom Meeting.

To the City Zoom Meeting, all bidders who submitted a Bid will be able to view the meeting and receive updates. Any parties that request the link to the Zoom Meeting will be provided with a password.

Non-bidders must request access to the Zoom Meeting link by 11:00 a.m. The Project is a multi-pronged project. This Project will consist of providing all necessary materials, equipment, and labor for the Cass Park Rink, HVAC, Electrical, Plumbing, and General Construction work. The Project is located at 701 Taughannock Blvd., Ithaca, New York.

Ridders are encouraged to contact Project Manager, A.K. Floyd-Ara. Contact information can be found in the project section on the City's website.

The BID PACKAGE may be downloaded and printed from the City's Website www.cityofithaca.org/bids.

A completed bid form, as well as required submittals, must be submitted for bidding.

The Owner reserves the right to reject any or all bids.

The City of Ithaca staff reserves the right to make any changes in the specifications or to withdraw or modify any portion of the project at any time. Look bids are not accepted.

Any person who might be an actual or potential party to this transaction is hereby notified that a hearing will be held in the City Council Chambers on Thursday, April 1, 2022, at 7:00 p.m. to consider the project and related matters.

Notice of Public Hearing
City of Ithaca
February 9, 16, 23
City of Ithaca - Department of Public Works
Office of the City Engineer
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Ithaca, NY 14850

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Notice of Public Hearing
City of Ithaca
February 9, 16, 23
MEMORANDUM

To: Planning & Economic Development Committee members
From: Nels Bohn, IURA Director of Community Development
Subject: Amendment #2 to 2021 HUD Action Plan – Finger Lakes ReUse, Inc.
Date: February 10, 2022

The IURA recommends an amendment to the 2021 HUD Entitlement Grant Action Plan to fund a forgivable loan to Finger Lakes ReUse, Inc. (FLRU) to sustain their operations and employee count.

FLRU has grown to become a community economic development dynamo. They employ over 75 workers who each earn a living wage. FLRU has a long history of hiring people facing barriers to stable employment. 25% of their workforce were receiving public assistance prior to being hired. Additionally, FLRU diverts over 700 tons of materials annually away from the waste stream. They also assist several service agencies by providing furnishings and household goods to outfit apartments for low-income persons setting up an apartment.

Through the pandemic FLRU has continued to increase sales by 20% per year at reuse stores and the volume of materials received has soared. The pandemic restrictions and health warnings also resulted in the loss of much of their volunteer workforce that was critical to efficiently receiving, sorting, and processing recyclables. Volunteer workers were replaced with new employees that increased the payroll of FLRU at the same time some grant funding sources expired. Without increased financial support, FLRU will need to make staff reductions in 2022.

Due to the pandemic, implementation of FLRU’s job readiness and placement program was delayed, resulting in a sizable balance of funds available but unexpended. This amendment proposes to reallocate FLRU’s entire 2021 job training funding to the new job retention loan as remaining 2020 funding will allow the job training program to continue without interruption until the 2022 Action Plan is adopted.

The amendment will authorize a forgivable loan to FLRU. If the five jobs retained remain on the payroll for six consecutive quarters (circa July 2023) the loan will be forgiven. Otherwise, the loan is due and payable after two years.

Please contact me at nbohn@cityofithaca.org if you have questions.

Cc: L. Nicholas, A. Mendizabal, C. Pyott
Amendment #2 to the 2021 HUD Action Plan – Finger Lakes ReUse, Inc.

Whereas, the City of Ithaca (City) contracts with the Ithaca Urban Renewal Agency (IURA) to administer, implement, and monitor the City HUD Entitlement Grant program in compliance with all applicable regulations, and

Whereas, the City adopted the IURA-recommended 2021 Action Plan which sets out the projects to be funded with HUD Entitlement funds, and

Whereas, on January 27, 2022, the IURA recommended a substantial amendment to the 2021 Action Plan to fund a $150,000 job retention loan to Finger Lakes ReUse, Inc. (FLRU) in response to COVID-19 pandemic related financial challenges, and

Whereas, the proposed loan to FLRU will retain five (5) jobs held by low- and moderate-income persons,

Whereas, FLRU submitted financial data to the IURA documenting that without IURA loan assistance FLRU staffing levels would be reduced by at least five positions, and

Whereas, FLRU commits at least $78,000 in matching funds toward payment of salaries and benefits for the five jobs to be retained, and

Whereas, FLRU agrees to relinquish over $98,000 in 2021 funds earmarked in the 2021 Action Plan to FLRU’s job readiness and job placement program to partially fund the loan, and

Whereas, remaining funding will derive from the 2021 Economic Development Loan Fund activity administered by the IURA, and

Whereas, the City’s HUD Entitlement Citizen Participation Plan requires a public hearing and Common Council approval of substantial amendments to an Action Plan, and

Whereas, a public hearing on the proposed amendment was held on February 16, 2022; now, therefore, be it

RESOLVED, that the City of Ithaca Common Council hereby approves amendment #2 to the 2021 HUD Entitlement Action Plan to reallocate $150,000 to Finger Lakes ReUse, Inc. (FLRU), to carry out a $218,332 CBDO community economic development project resulting in retention of five jobs held by low- and moderate-income persons as follows:

ADD
Amount: $150,000.00
Project: FLRU Job Retention, a special CBDO activity pursuant to 24 CFR 570.204
Use of Funds: Loan to FLRU for payroll expenses
Repayment Terms: Loan forgiven if five jobs are retained for six consecutive quarters, otherwise loan is due and payable at end of loan term.

**SUBTRACT**
Amount: $98,025.60  
Project: ReUse Job Training for Career Pathways  
Sponsor: FLRU

**SUBTRACT**
Amount: $51,974.40  
Project: Economic Development Loan Fund  
Sponsor: IURA
To: Svante Myrick, Mayor
   Planning & Development Board
   Common Council
   Board of Zoning Appeals
   Aaron Lavine, City Attorney
   Ithaca Landmarks Preservation Commission
   Lisa Nicholas, Acting Director of Planning and Development
   Robert Fell-deWalt, Supervisor of Building and Code Enforcement
   Julie Holcomb, City Clerk
   Tim Logue, Director of Engineering
   Megan Wilson, Zoning Administrator
   Mike Thorne, Superintendent of Public Works
   Public Safety and Information Commission
   Community Life Commission
   Mobility, Accessibility, and Transportation Commission
   Parks, Recreation & Natural Resources Commission
   Katie Borgella, Tompkins County Commissioner of Planning

From: Lisa Nicholas, Acting Director of Planning and Development on Behalf of Alderperson Patrick Mehler and Members of the Planning and Economic Development Committee (PEDC) of Common Council.

Date: January 26, 2022

RE: Proposed Amendment to §258-10 of the City Code

At the January 19, 2022 PEDC meeting, the Committee held a Public Hearing and deliberated on a proposed amendment by Alderperson Patrick Mehler to amend §258 -10 (Rental Housing, Renewal of Rental Agreements; Notification to Tenants) of the City Code.

The code requires that landlords provide a minimum of 60 days written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

The original amendment was to change the minimum notification requirement from 60 to 180 days. Additionally, no waiver of this provision would be allowed in any housing contract.

After the Public Hearing and subsequent deliberation, the Committee proposed revisions to the original amendment, including the following:

1. notification be changed from 60 days to 120 days, and
2. Listing or showing the residential unit to prospective new tenants, either virtually or in person.

There will be a public hearing regarding the revised proposal at the February 16, 2022 PEDC meeting, beginning at 6:00 p.m.  See instructions below.

Members of the public will be given the opportunity to be heard at the meeting regarding the proposed amendment. Due to the local spike in COVID cases it is uncertain whether this will be an in-person or remote
meeting. If the meeting is held in-person, members of the public may participate in the public hearing remotely or in-person.

There are two options to participate in a public hearing:

1. Submit comments by email no later than 3 p.m. on the day of the meeting to dgrunder@cityofithaca.org and if requested, they can be read into the record. Each comment is limited to three minutes. Indicate in your email that the comment is for a public hearing and provide your name and address.

2. To speak at the meeting, sign up and receive instructions by contacting dgrunder@cityofithaca.org or the Planning Divisions at (607) 274-6551. Please provide your name and address. Each comment will be limited to three minutes.

A minimum of 15 minutes will be allotted at the beginning to read comments, if needed. The Chair will make an effort to accommodate as many read comments as time permits.
**REVISED Ordinance No. 2021-**

Ordinance to Amend Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca in Relation to Notification of Tenants

**WHEREAS**, the City of Ithaca has a substantial renter population, with 74%\(^1\) of Ithaca’s 32,108\(^2\) residents renting; and

**WHEREAS**, by providing a 180-day waiting period before receiving an opportunity to renew a lease, a tenant will have had ample and appropriate time to decide on whether to negotiate to renew— as well as landlords will have more opportunity to rent to tenants attending Cornell University; and

**WHEREAS**: all tenants should be allowed time to make informed and unhurried decisions about whether to renew leases without pressure from property owners;

**THEREFORE BE IT ORDAINED AND ENACTED** by the Common Council of the City of Ithaca as follows:

**Section 1.** Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca, Section 258-10 is hereby amended as follows:

(...)

**§ 258-10 Renewal of rental agreements; notification to tenants.**

A. The landlord shall provide a minimum of 60\(^3\) days’ written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Listing or showing the residential unit to prospective new tenants, either virtually or in person
3. Entering into a rental agreement with new tenants

B. Such written notice may be provided at any time during the rental agreement period, from the effective date onwards. This provision of notice shall not apply under any of the following conditions:

1. The current rental agreement period is less than nine months.
2. A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all applicable laws and rules.
3. The landlord and tenant mutually agree, in writing, to waive the notice period.

(...)
To: Planning and economic Development Committee  
From: Lisa Nicholas, Acting Director of Planning and Development on Behalf of Alderperson Cynthia Brock and Chairperson Laura Lewis  
Date: February 11, 2022  
RE: Tenant Protection

In November 2021, the Committee tabled deliberations on Good Cause Eviction legislation pending an opinion, expected in early 2022, from the NYS Attorney General regarding local municipalities’ authority to adopt such legislation. While awaiting this opinion, the Committee wishes to advance this effort through continued education and dialogue by welcoming the following presenters at the February meeting:

- Keith McCafferty, Managing Attorney, Law NY: Existing Statewide Tenant Protections  
- Johanna Anderson, Executive Director, Ithaca Neighborhood Housing Services: Tenant Protections in not-for-profit Affordable Housing

The economic impact of the pandemic combined with the City’s competitive housing market has increased the urgency of enacting protections for the 74% of City residents (approximately 56% of whom are cost burdened) that rent their homes. In the last several months (see expanded timeline below), the Committee has taken steps to address this issue, including the following:

- Proposing $125,000 in the 2022 City budget to provide legal representation through Law New York to tenants facing eviction court (Common Council passed this proposal)  
- Receiving written and verbal public comments during three advertised public hearings as well as through Common Council’s public comment portal,  
- Inviting subject area experts to present at Committee to provide the legal and social framework of tenant protection laws  
- Deliberating on two pieces of legislation pertaining to tenant protection:
  o Amendment to §258 -10 (Rental Housing, Renewal of Rental Agreements; Notification to Tenants) of the City Code. The amendment would increase the amount of time from 60 to 120 days that a tenant must be notified by a landlord before the landlord may renew a lease, negotiate a lease with a new tenant or show a rental unit, and remove the ability for the tenant to waive their right to notification.  
  o Prohibition of Eviction without Good Cause

Please find below and attached the following additional information and resources for your reference:

1. Online Resources  
2. Background information in Prohibition of Eviction without Good Cause, prepared by Alderperson Brock  
3. Timeline of Planning Committee Actions regarding tenant protections  
4. September and October versions of the proposed Good Cause Eviction legislation
Online Resources:

September 15, 2021 PEDC Packet
https://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/_09152021-2376

October 20, 2021 PEDC Packet
https://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/_10202021-2399

November 10, 2021 PEDC Packet
https://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/_11102021-2409

City of Ithaca Agenda Center
PEDC Meeting Packets containing agendas, legislation under consideration, background information and comments received

Tompkins County Housing Snapshot

LawNY’s Thomas Luckini presenting an HSTPA overview to the TC Legislature’s Housing and Economic Development Committee in August 2019: https://vimeo.com/353827459


Background on Prohibition of Eviction without Good Cause, Prepared by Alderperson Brock

Eviction is a legal process that is utilized when a tenant refuses to voluntarily leave or abandon a residence. In New York State, an eviction of a tenant is lawful only if an owner has brought a court proceeding and obtained a judgment of possession from the court. A sheriff, marshal or constable can carry out a court ordered eviction. An owner may not evict a tenant by use of force or unlawful means. Tenants who are at risk of eviction may protect their interests by contacting an attorney in private practice or with a legal aid or legal services.¹

Renters are living under the constant threat of unaffordable rent hikes, arbitrary non-renewal of their lease and resulting displacement from their homes. When tenants lose their homes, they have to uproot their lives and their families to find a home they can afford. As Ithaca rents become more expensive, residents are forced to move out of the City away from jobs, family, resources, schools, and their community. Gentrification creates housing instability and stress and undermines residents and family’s ability to gain control over their personal and financial future. Many find themselves unstably or literally houseless – resorting to shelters, couches, automobiles, and open spaces in which to live.

Houselessness in Tompkins County has dramatically increased. In 2020, the Tompkins County Point-in-Time (PIT) Survey found 133 Houseless individuals, of which 6 were under the age of 18.² This is in contrast to 2014 when the PIT Survey found 85 Houseless, of which 15 were under the age of 18.³ Houselessness has grown 56.6% over 6 years. Two studies conducted by Washington State demonstrated uncontrolled rent increases contributed to houselessness.⁴ ⁵

¹ https://hcr.ny.gov/eviction
⁵
Purpose of Legislation:
The Committee has been considering/deliberating on proposed legislation prohibiting eviction without good cause since August 2021. In September 2021, a draft prohibition of eviction without good cause legislation (September Draft) was drafted largely based on legislation adopted by the City of Albany, and being considered by the NYS Senate. In October 2021 a revised draft of the prohibition of eviction without good cause legislation (October Draft) was proposed based on feedback of Councilmembers, landlords, and tenants, which includes provisions for a Notice of Non-renewal, and required tenant acceptance of relocation assistance in the case of property sale or substantial renovation.

Under a good cause eviction statute, each tenant in the City of Ithaca will be entitled to a renewal lease and protection against an unconscionable rent hike, unless the landlord can substantiate a good cause for termination or non-renewal of the tenant’s lease. The proposed legislation outlines common sense and practical grounds for nonrenewal and eviction. A landlord must satisfy only one of the grounds for eviction before a judge may grant the warrant of eviction against the tenant.

On October 4, 2021, Nicholas Ward-Willis requested an Opinion from the Attorney General’s Office regarding whether the adoption of a Good Cause Eviction Law by the City of Beacon, NY is preempted. A determination on this request was expected to be issued in December 2021 or January 2022.

5 “The State of Evictions: Results from the University of Washington Evictions Project”
https://evictions.study/washington/
https://legislation.nysenate.gov/pdf/bills/2021/S3082
**Planning Committee Timeline:**

<table>
<thead>
<tr>
<th>PEDC Meeting</th>
<th>Items Considered/Discussed</th>
<th>Action Taken/Decisions Made</th>
</tr>
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<tbody>
<tr>
<td>Aug 2021</td>
<td>Discussion of Albany Good Cause Eviction Legislation (GCE)</td>
<td>It was agreed to consider/discuss draft Ithaca-specific GCE legislation at the Sept 2021 Meeting</td>
</tr>
</tbody>
</table>
| Sept 2021    | • Presentation: Keith McCarthy of NYS Housing Law  
• Presentation – Right to Renew Legislation (RTC) – Ithaca Tenants Union  
• Discussed September Draft Legislation⁷  
• Heard one public comment on GCE | It was agreed to consider an RTC resolution at the October PEDC meeting |
| Oct 2021     | • Heard public comment on GCE from 25 speakers  
• Discussed October Draft Legislation⁸  
• Legal Update from the City Attorney Ari Lavine: Waiting for an opinion from NYS AG concerning question of whether municipalities have the authority to enact GCE legislation. | It was agreed to circulate the Sept and Oct versions of the draft GCE legislation for comment and hold a Public Hearing in November  
RTC Resolution approved. $125 K proposed for the 2022 budget |
| Nov 2021     | Public Hearing on GCE | Agreed to table the legislation (to coordinate with pending legal opinion from AG) |
| Dec 2021     | Discussion of GCE  
Presentation of proposal Amendment to §258 -10 - Tenant Notification | Continued waiting for AG opinion  
Agreed to Circulate and advertise Public hearing |
| Jan 2022     | No Discussion of GCE  
Public Hearing for Amendment to §258 -10 - Tenant Notification | Agreed to amend proposal from 180 day to 120 day  
Agreed to (re)circulate amendments and hold 2nd Public Hearing |

⁷ [http://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/ 09152021-2376](http://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/ 09152021-2376)  
⁸ [http://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/ 10202021-2399](http://www.cityofithaca.org/AgendaCenter/ViewFile/Agenda/ 10202021-2399)
LOCAL LAW AMENDING CHAPTER 258 (RENTAL HOUSING) OF PART II (GENERAL LEGISLATION) OF THE CODE OF THE CITY OF ITHACA IN RELATION TO EVICTION PROCEEDINGS ¹, ²

Section 1. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended as follows:

§ 258-1 Findings of fact; statement of purpose.

A. The City of Ithaca has a significant tenant population.

B. Equitable landlord-tenant relations are a matter of public welfare.

C. Prompt, reasonable return of security deposits is an important factor in tenants being able to obtain subsequent housing.

D. The issue of return of security deposits is a source of potential conflict between landlords and tenants which may result in a burdensome effort of the court system.

E. Equitable access to rent renewal is a matter of public welfare and an important factor in tenants being able to achieve housing stability.

§ 258-2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

LANDLORD

Any owner, lessor, sublessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

NORMAL WEAR AND TEAR

The deterioration which occurs, based on the use for which the residential unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the tenants or members of his/her household or their invitee or guests. The term "normal wear-and-tear" does not include sums or labor expended by the landlord in removing from such residential unit articles abandoned by the tenant such as trash. If a rental unit was leased to a tenant in a habitable condition or if it was put in a habitable condition by the landlord during the term of the tenancy, "normal wear-and-tear" does not include sums required to be


expended by the landlord to return the rental unit to a habitable condition, unless expenditure of those sums was necessitated by action of the landlord, events beyond the control of the tenant or actions of someone other than the tenant or members of his/her household or their invitee or guests.

RENTAL AGREEMENT

A written or oral agreement embodying and fixing the terms and conditions for the transfer of possession and the use and occupancy of premises, whether or not for a definite period of time.

RESIDENTIAL UNIT

Any premises which are used for residential purposes under the terms of a rental agreement.

SECURITY DEPOSIT

The total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligations.

TENANT

A person entitled as tenant, sub-tenant, lessee, sublessee, assignee, manufactured home tenant, to exclusive possession and occupancy of a residential unit and the right of use of the appropriate appurtenances as provided in a rental agreement, including any other person 18 years of age or over who shares such unit with the knowledge and consent of the landlord.

§ 258-6 Return of Security Deposit by Landlord to Tenant.

A. Within 14 days after the termination of tenancy or the surrender of the premises, whichever occurs later, the landlord shall return to the tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide to the tenant a written statement specifying the reasons for such retention. The written statement specifying the reasons for the retention of any portion of the security deposit shall be accompanied by a full payment of the difference between the security deposit and the amount retained.

§ 258-10 Renewal of rental agreements; notification to tenants.

A. The landlord shall provide a minimum of 60 days’ written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

B. Such written notice may be provided at any time during the rental agreement period, from the effective date onwards. This provision of notice shall not apply under any of the following conditions:
1. The current rental agreement period is less than nine months.
2. A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all applicable laws and rules.

Section 2. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended by adding Article IV (Prohibition of Eviction Without Good Cause), to read as follows:

Article IV Prohibition of Eviction Without Good Cause

§ 258-14 Definitions.
As used in this article, the following terms shall have the meanings indicated:

DISABLED PERSON
A person who has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent, and which substantially limit one or more of such person’s major life activities.

HOUSING ACCOMMODATION
Any residential premises, including a mobile home or land in a mobile home park.

RENT
Any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations.

§ 258-15 Applicability.
This article shall apply to all housing accommodations except:

A. Owner-occupied premises with four or less units;

B. Premises sublet pursuant to section two hundred twenty-six-b of the Real Property Law or otherwise, where the sublessor seeks in good faith to recover possession of such housing accommodation for their own personal use and occupancy;\(^3\)

C. Premises where the possession, use or occupancy of which is solely incident to employment and such employment is being lawfully terminated; and

D. 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.

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\(^3\) https://codes.findlaw.com/ny/real-property-law/rpp-sect-226-b.html
§ 258-16 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 section sixteen of this article.

§ 258-17 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 which, regardless of the tenant’s prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases, the Court may consider, among other factors, i) the rate of the increase relative to the tenant’s ability to afford said increase, ii) improvements made to the subject unit or common areas serving said unit, iii) whether the increase was precipitated by the tenant engaging in the activity described at section 223-b (1(a)-(c) of the Real Property Actions and Proceedings Law, iv) significant market changes relevant to the subject unit, and v) the condition of the unit or common areas serving the unit, and it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unconscionable or imposed for the purpose of circumventing the intent of this article if said rent has been increased in any calendar year by a percentage exceeding five percent one and a half times the annual percentage change in the Consumer Price Index, Northeast Region as determined by the US Bureau of Labor Statistics, as established the August preceding the calendar year in question;

2. The tenant is violating a reasonable obligation of their tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within ten days of receipt of such written notice, provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;

3. The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant’s conduct, including but not limited, smoking inside the residential unit where smoking inside the residential unit has been prohibited by the landlord and such prohibition has been communicated to the tenant, failing to dispose of waste created by the tenant’s pet(s) from the property on which the residential unit is located in accordance with relevant laws, and causing the accumulation of excessive

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4 https://www.nysenate.gov/legislation/laws/RPP/223-B
rubbish and/or garbage in the residential unit and common areas, is such as to interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures;

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 or other qualified governmental entity 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;

6. The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee, or other person having a legitimate interest therein;

7. The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for their own personal use and occupancy as their principal residence, or the personal use and occupancy as principal residence of their partner, spouse, parent, child, stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;

8. The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five units to personally occupy such housing accommodations as their principal residence;

9. Where the tenant has refused in bad faith to enter into a written lease which has been offered in good faith to the tenant by the landlord, subject to the following.
a. The proposed written lease must have been offered to the tenant in writing on at least two occasions at least two weeks apart, which such written offer to include,
   i. an original and one copy of the proposed written lease, executed by the landlord or their designee;
   ii. notice of the landlord’s intention to pursue eviction within 120 days pursuant to this article if the tenant rejects the proposed written lease and/or does not enter into said lease within forty-five days of the initial offer;
   iii. clear instructions to the tenant concerning the manner in which the tenant is to communicate to the landlord acceptance or rejection of the written lease; and
   iv. Notice of any proposed increase equal to or greater than 5% shall be provided in compliance with RPL sect 226-C.

b. the proposed written lease shall not supersede an existing, active lease to which the landlord and the tenant are parties;

c. The terms of the proposed written lease may not;
   i. be unconscionable and/or mandate or proscribe activities not rationally related to the regulation of activities which would create a nuisance at the property or cause discomfort to the tenants or occupants of the same or adjacent buildings or structures as described at section 258-17A(3) above; or
   ii. substantially alter the terms any of any existing lease;

d. the proposed written lease shall not be offered for the purposes of circumventing this article;

e. the tenant shall be entitled to dismissal of any eviction petition brought for the tenant’s refusal to enter into a lease according to these terms if
   i. the tenant consents to enter into the proposed written lease presented in the first offer pursuant to subsection 9(a) at any time prior to the execution of the warrant of eviction regardless of landlord’s willingness to accept said consent at the time it is communicated; and/or
   ii. prior to the commencement of the eviction proceeding the tenant attempted in good faith to negotiate the terms of the proposed written lease and that the landlord refused in bad faith to engage in such negotiation; and/or

6 https://www.nysenate.gov/legislation/laws/RPP/226-C
iii. the tenant’s failure to enter into the proposed written lease was due to a good faith failure to comprehend the terms of the proposed written lease;

iv. the tenant is a victim of domestic violence as defined by NY Social Service Law §459-A and is unable to safely enter into the proposed written lease due to good faith concerns for the tenant’s personal safety; and/or

v. the proposed written lease includes an increase in rent or increase in the tenant’s responsibility for recurring payments associated with the tenancy which is unconscionable or imposed for the purposes of circumventing the intent of this article per subsection (A)(1), above

f. that any proceeding for eviction pursuant to this subsection shall have been commenced within 120 days of the proposed written lease first having been offered to the tenant

B. A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (7), or (8) 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 a proposed use of 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.⁷

§ 258-18 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. Nothing in this article shall preclude individuals from the voluntary dissolution of a lease agreement on such permissible terms as both parties may agree to, though such agreement may not provide a basis for the issuance of a warrant of eviction or provide the Ithaca City Court with authority to intervene in such voluntary dissolutions entered into outside of and not properly brought before the Ithaca City Court’s jurisdiction.

§ 258-19 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.

§ 258-20 Severability.
If any provision of this act, or any application of any provision of this article, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any other application of any provision of this article, which can be given effect without that provision or application; and to that end, the provisions and applications of this article are severable.

Section 3. Section 210-84A (Retaliatory evictions or reprisals) of Article XXIII (Compliance) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended to read as follows:

§ Section 210-84A (Retaliatory evictions or reprisals).

A. No owner, occupant, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of a building or part thereof shall threaten to or take reprisal against any tenant (who has not committed a breach of the lease or contract of rental) for reporting or complaining, in good faith, of the existence or belief of the existence of any violation of the provisions of this Housing Code or other applicable laws, statutes, ordinances or regulations or for, in good faith, availing himself/herself of any legal remedy shall have committed an offense. "Reprisal" shall be defined herein as:

1. The institution of eviction proceedings or other legal remedy relating to the tenant's right of possession; or
2. The imposition of an unconscionable rent increase, it shall be a rebuttable presumption that the rent is unconscionable if said rent has been increased in any calendar year by a percentage exceeding one and a half times the annual percentage change in the Consumer Price Index, Northeast Region as determined by the US Bureau of Labor Statistics, as established the August preceding the calendar year in question; or
3. The curtailment of services required to be given to the tenant by law or agreement.

Section 4. This local law shall take effect ninety days after final passage, public hearing and filing with the Secretary of State.

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Ordinance No. 2021-

Ordinance to Amend Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca in Relation to Eviction Proceedings1, 2

WHEREAS, the City of Ithaca is experiencing a rapid rate of development that has reduced the supply of rental housing available and affordable to low- and moderate-income tenants; and

WHEREAS, residents of the City of Ithaca are negatively impacted by rapidly rising rents, resulting in many households having to move due to their inability to pay the higher rent; and

WHEREAS, the City of Ithaca’s vacancy rates have been consistently under five percent (5%), making it increasingly difficult for many households to locate affordable rental housing; and

WHEREAS, landlords can arbitrarily remove a tenant from their home through lease non-renewal or by charging an unconscionable rent increase not associated with any costs or improvements, resulting in forced displacement of households; and

WHEREAS, rental housing development has not been able to replace low- and moderate-income units lost to demolition, change of use, and substantial rehabilitation, making it difficult for tenants, especially those with low incomes, to locate affordable housing; and

WHEREAS, establishment of a rebuttable presumption standard that rent increases in any calendar year exceeding one and a half times the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region as determined by the US Bureau of Labor Statistics will provide predictability and stability for renters, while also allowing landlords to charge higher rates of rent increases if associated costs and maintenance can be attributed to the unit; and

WHEREAS, analysis of Fair Market Rents for the City of Ithaca from 2000-2021 shows that FMR rent for a one-bedroom apartment has grown 5.2% annually, whereby FMR rent increases tied to one and a half times CPI-U would have resulted in average annual rent increases of 4.2% for the same period, reducing the financial rent burden that households face; and

WHEREAS, before moving into a rental unit, landlords typically require that households pay a security deposit; and

WHEREAS, conditions in the current rental market have created a relocation crisis, because tenants, especially low-income tenants, do not have sufficient time and resources to save money for

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relocation costs or to find comparable housing when they are evicted as a result of unconscionable rent increases, sale of property, demolition, change of use, or substantial rehabilitation; and

WHEREAS, ensuring the offer of a lease renewal to tenants who have abided by their lease terms and followed the law will contribute to increased stabilization of households, and promote the health and well-being of families by allowing them to live close to work and school; and

WHEREAS, equitable access to rent renewal and relocation assistance is a matter of public welfare and an important factor in tenants being able to achieve housing stability, and essential factor in promoting and protecting the health, safety and welfare of Ithaca’s families and residents; now therefore be it

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended as follows:

§ 258-1 Findings of fact; statement of purpose.

A. The City of Ithaca has a significant tenant population.

B. Equitable landlord-tenant relations are a matter of public welfare.

C. Prompt, reasonable return of security deposits is an important factor in tenants being able to obtain subsequent housing.

D. The issue of return of security deposits is a source of potential conflict between landlords and tenants which may result in a burdensome effort of the court system.

§ 258-2 Definitions.

As used in this article, the following terms shall have the meanings indicated:

LANDLORD

Any owner, lessor, sublessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or an agent of any of the foregoing.

NORMAL WEAR AND TEAR

The deterioration which occurs, based on the use for which the residential unit is intended, without negligence, carelessness, accident or abuse of the premises or equipment or chattels by the tenants or members of his/her household or their invitee or guests. The term “normal wear-and-tear” does not include sums or labor expended by the landlord in removing from such residential unit articles abandoned by the tenant such as trash. If a rental unit was leased to a tenant in a habitable condition or if it was put in a habitable condition by the landlord
during the term of the tenancy, "normal wear-and-tear" does not include sums required to be expended by the landlord to return the rental unit to a habitable condition, unless expenditure of those sums was necessitated by action of the landlord, events beyond the control of the tenant or actions of someone other than the tenant or members of his/her household or their invitee or guests.

RENTAL AGREEMENT
A written or oral agreement embodying and fixing the terms and conditions for the transfer of possession and the use and occupancy of premises, whether or not for a definite period of time.

RESIDENTIAL UNIT
Any premises which are used for residential purposes under the terms of a rental agreement.

SECURITY DEPOSIT
The total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligations.

TENANT
A person entitled as tenant, sub-tenant, lessee, sublessee, assignee, manufactured home tenant, to exclusive possession and occupancy of a residential unit and the right of use of the appropriate appurtenances as provided in a rental agreement, including any other person 18 years of age or over who shares such unit with the knowledge and consent of the landlord.

§ 258-6 Return of Security Deposit by Landlord to Tenant.

A. Within 14 days after the termination of tenancy or the surrender of the premises, whichever occurs later, the landlord shall return to the tenant the full security deposit deposited with the landlord by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, the landlord shall provide to the tenant a written statement specifying the reasons for such retention. The written statement specifying the reasons for the retention of any portion of the security deposit shall be accompanied by a full payment of the difference between the security deposit and the amount retained.
§ 258-10 Renewal of rental agreements; notification to tenants.

A. The landlord shall provide a minimum of 60 days’ written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

B. Such written notice may be provided at any time during the rental agreement period, from the effective date onwards. This provision of notice shall not apply under any of the following conditions:

1. The current rental agreement period is less than nine months.
2. A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all applicable laws and rules.

Section 2. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended by adding Article IV (Prohibition of Eviction Without Good Cause), to read as follows:

Article IV Prohibition of Eviction Without Good Cause

§ 258-14 Findings of Fact; Statement of Purpose.

A. The City of Ithaca is experiencing a rapid rate of development that has reduced the supply of rental housing available and affordable to low- and moderate-income tenants.

B. The development and real estate market has not been able to replace low-income units lost to demolition, change of use, and substantial rehabilitation, making it difficult and more costly for low- and moderate-income persons to locate affordable rental housing.

C. Rents in the City of Ithaca have been increasing rapidly and vacancies in rental housing are under five percent, making it difficult for tenants, especially those with low incomes to locate affordable rental housing.

D. Conditions in the current rental market have created a relocation crisis, because tenants, especially low-income tenants, do not have sufficient time and resources to save money for relocation costs or to find comparable housing when they are evicted as a result of unconscionable rent increases, sale of property, demolition, change of use, or substantial rehabilitation.

E. Equitable access to rent renewal and relocation assistance is a matter of public welfare and an important factor in tenants being able to achieve housing stability.
§ 258-15 Definitions.
As used in this article, the following terms shall have the meanings indicated:

DISABLED PERSON
A person who has an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent, and which substantially limit one or more of such person’s major life activities.

HOUSING ACCOMMODATION
Any residential premises, including a mobile home or land in a mobile home park.

RENT
Any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations.

SUBSTANTIALLY REHABILITATE
Extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

§ 258-16 Applicability.
This article shall apply to all housing accommodations except:

A. Owner-occupied premises with four or less units;

B. Premises sublet pursuant to section two hundred twenty-six-b of the Real Property Law or otherwise, where the sublessor seeks in good faith to recover possession of such housing accommodation for their own personal use and occupancy;³

C. Premises where the possession, use or occupancy of which is solely incident to employment and such employment is being lawfully terminated; and

D. 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.

§ 258-17 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 section eighteen of this article.

§ 258-18 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 which, regardless of the tenant's prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases, the Court may consider, among other factors, i) the rate of the increase relative to the tenant's ability to afford said increase, ii) improvements made to the subject unit or common areas serving said unit, iii) whether the increase was precipitated by the tenant engaging in the activity described at section 223-b (1(a)-(c) of the Real Property Actions and Proceedings Law\(^4\), iv) significant market changes relevant to the subject unit, and v) the condition of the unit or common areas serving the unit, and it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unconscionable or imposed for the purpose of circumventing the intent of this article if said rent has been increased in any calendar year by a percentage exceeding one and a half times the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region as determined by the US Bureau of Labor Statistics, as established the August preceding the calendar year in question;\(^5\)

2. The tenant is violating a reasonable obligation of their tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within ten days of receipt of such written notice, provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;

3. The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's conduct, including but not limited, smoking inside the residential unit where smoking inside the residential unit has been prohibited by the landlord and such prohibition has been communicated to the tenant, failing to dispose of waste created by the tenant’s pet(s) from the property on which the residential unit is located in accordance with relevant laws, and causing the accumulation of excessive rubbish and/or garbage in the residential unit and common areas, is such as to


interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures;

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 or other qualified governmental entity 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;

6. The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary and/or routine repairs, maintenance, inspections, or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee, tenant, or other person having a legitimate interest therein;

7. The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for their own personal use and occupancy as their principal residence, or the personal use and occupancy as principal residence of their partner, spouse, parent, child, stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;

8. The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five units to personally occupy such housing accommodations as their principal residence;

9. Where the landlord seeks to recover the premises for the purpose described in in (9)(a), and has provided relocation assistance to the tenant household in the form
prescribed in (9)(b), and the tenant has either refused to receive and accept relocation assistance offered in good faith by the landlord, or has accepted relocation assistance and vacate the housing accommodation for the purpose outlined herein and failed to vacate.

a) Landlord seeks to:
   i. enter into a contract for the sale of the housing accommodation and such contract requires that the housing accommodation be transferred free and clear of any and all residential tenancy obligations as a condition of such sale where the landlord has no shared financial or other interest with the potential buyer other than the sale of the housing accommodation in question and submitted sufficient proof to the court thereof, or
   ii. substantially rehabilitate, or demolishing the premises
b) Landlord has provided relocation assistance to the tenant household in the at the rate of:
   i. One month’s rent for a tenant household paying rent greater than HUD Ithaca, NY MSA Fair Market Rent, and full repayment of security deposit, or
   ii. Two months’ rent for a tenant household paying rent equal to or less than HUD Ithaca, NY MSA Fair Market Rent, and full repayment of security deposit.

10. Where the tenant has refused in bad faith to enter into a written lease which has been offered in good faith to the tenant by the landlord, subject to the following:
   a) The proposed written lease must have been offered to the tenant, in writing either electronically or in paper copy, on at least two occasions at least two weeks apart, which such written offer to include,
      i. notice of the landlord’s intention to provide notice of non-renewal for good cause pursuant to this article if the tenant rejects the proposed written lease and/or does not enter into said lease within forty-five days of the initial offer;
      ii. clear instructions to the tenant concerning the manner in which the tenant is to communicate to the landlord acceptance or rejection of the written lease; and
      iii. Notice of any proposed increase equal to or greater than 5% shall be provided in compliance with New York Real Property Law 226-C(1)6

   b) the proposed written lease shall not supersede an existing, active lease to which the landlord and the tenant are parties;

   c) The terms of the proposed written lease may not;
      i. be unconscionable and/or mandate or proscribe activities not rationally related to the regulation of activities which would create a

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6 https://www.nysenate.gov/legislation/laws/RPP/226-C
nuisance at the property or cause discomfort to the tenants or occupants of the same or adjacent buildings or structures as described at section 258-15A(3) above; or

ii. substantially alter the terms any of any existing lease;

d) the proposed written lease shall not be offered for the purposes of circumventing this article;

e) the tenant shall be entitled to dismissal of any eviction petition brought for the tenant’s refusal to enter into a lease according to these terms if

i. the tenant consents to enter into the proposed written lease presented in the first offer pursuant to subsection 10(a) at any time prior to the execution of the warrant of eviction and at any time prior to the landlord entering into a new lease agreement and having received a security deposit, regardless of landlord’s willingness to accept said consent at the time it is communicated; and/or

ii. prior to the commencement of the eviction proceeding the tenant attempted in good faith to negotiate the terms of the proposed written lease and that the landlord refused in bad faith to engage in such negotiation; and/or

iii. the tenant’s failure to enter into the proposed written lease was due to a good faith failure to comprehend the terms of the proposed written lease;

iv. the tenant is a victim of domestic violence as defined by NY Social Service Law §459-A and is unable to safely enter into the proposed written lease due to good faith concerns for the tenant’s personal safety; and/or

v. the proposed written lease includes an increase in rent or increase in the tenant’s responsibility for recurring payments associated with the tenancy which is unconscionable or imposed for the purposes of circumventing the intent of this article per subsection (A)(1), above.

11. The landlord intends in good faith to recover possession of a housing accommodation for good cause at the end of a lease term, and landlord has delivered to tenant written notice of non-renewal for good cause. Non-renewal for good cause may include mutual consent of landlord and tenant, in writing, to end the tenancy. If the landlord fails to provide timely notice, the tenant’s lawful tenancy shall continue under the existing terms of the tenancy from the date on which the landlord gave actual written notice until the notice period has expired, such that:

a) The required notice of non-renewal for good cause has been delivered in writing either electronically or in paper copy, on at least two occasions at least two weeks apart, where Tenants receipt of the second notice of non-
A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (7), or (8) 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 a proposed use of 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.

§ 258-19 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. Nothing in this article shall preclude individuals from the voluntary dissolution of a lease agreement on such permissible terms as both parties may agree to, though such agreement may not provide a basis for the issuance of a warrant of eviction or provide the Ithaca City Court with authority to intervene in such voluntary dissolutions entered into outside of and not properly brought before the Ithaca City Court’s jurisdiction.

§ 258-20 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.

§ 258-21 Severability.
If any provision of this act, or any application of any provision of this article, is held to be invalid, that shall not affect the validity or effectiveness of any other provision of this act, or of any other application of any provision of this article, which can be given effect without that provision or application; and to that end, the provisions and applications of this article are severable.
Section 3. Section 210-84A (Retaliatory evictions or reprisals) of Article XXIII (Compliance) of Part II (General Legislation) of the Code of the City of Ithaca is hereby amended to read as follows:

§ Section 210-84A (Retaliatory evictions or reprisals).

A. No owner, occupant, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm or corporation directly or indirectly in control of a building or part thereof shall threaten to or take reprisal against any tenant (who has not committed a breach of the lease or contract of rental) for reporting or complaining, in good faith, of the existence or belief of the existence of any violation of the provisions of this Housing Code or other applicable laws, statutes, ordinances or regulations or for, in good faith, availing himself/herself of any legal remedy shall have committed an offense. "Reprisal" shall be defined herein as:

1. The institution of eviction proceedings or other legal remedy relating to the tenant's right of possession; or
2. The imposition of an unconscionable rent increase, it shall be a rebuttable presumption that the rent is unconscionable if said rent has been increased in any calendar year by a percentage exceeding one and a half times the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region as determined by the US Bureau of Labor Statistics, as established the August preceding the calendar year in question; or
3. The curtailment of services required to be given to the tenant by law or agreement.

Section 4. This local law shall take effect ninety days after final passage, public hearing and filing with the Secretary of State.

January 18, 2022

Mayor Lee Kyriacou
City of Beacon
1 Municipal Plaza
Beacon, NY  12508
By Email

Re: Good Cause Eviction

Dear Mayor Kyriacou:

I am writing in response to your inquiry regarding the ability of a city to enact a local good cause eviction regulation. Please note that NYCOM attorneys do not maintain an attorney-client relationship with NYCOM members or their employees or officers. This letter is an opinion of the NYCOM legal staff.

Your inquiry involves the recent trend of state and local governments to adopt “good cause eviction” regulations that impose restrictions on removing or evicting residential tenants, restrictions which are above and beyond the terms of the rental agreement entered into between the tenant and the landlord. While there is no universal definition of what constitutes good cause eviction or what additional grounds are imposed for removing or evicting tenants, the common elements of good cause eviction regulations are (1) mandating landlords renew leases except under specific circumstances and (2) limiting the rent increases that landlords may impose even after the expiration of the term of the lease.

In examining the legality of such restrictions, a review of case law did not reveal any court decisions directly on point. Nor are there any New York State agency opinions that address good cause eviction. While there are no cases that directly address the legality of “good cause eviction,” State courts have addressed the ability of local governments to enact regulations relating to the State’s eviction process. In Tartaglia v. McLaughlin, the City of New York enacted an emergency eviction control local law which restricted evictions. Specifically, the City prohibited landlords from removing tenants unless the Temporary City Housing Rent Commission first issued a certificate attesting to the existence of one or more grounds for eviction. In reviewing the City’s local law, the Court observed that the “general State statute applicable to the civil practice in all courts of record in the State and that the organization of courts and the procedure to be followed therein are matters exclusively of state concern.” Tartaglia v. McLaughlin, 190 Misc. 266 (1947), affd. 273 App.Div. 821, revd on other grounds 297 N.Y. 419 (1948). In applying that legal principle to the City’s emergency eviction control law, the Court determined that the local law had the effect of abrogating State law by assuming to impose restrictions upon the rights of litigants to bring actions or proceedings in the courts to recover possession of dwelling space.

In striking down the City’s eviction restrictions, the Court noted that the City’s regulatory powers “must be exercised in a manner consistent with the authority granted by the Constitution and City
Home Rule Law” but that the local law in question before the Court was an attempt “to legislate in a field which has been preempted by the State [and therefore] was not a valid exercise of local legislative power.” While not exactly analogous to the New York City regulation in the Tartaglia case, good cause eviction local laws appear to be extremely similar to the eviction restrictions the Court struck down in Tartaglia.

Proponents of good cause eviction have argued that local governments may enact such regulations locally because the State has not expressly preempted the field and because the State’s eviction regulations provide only a minimal level of protection to tenants. However, it must be noted that the State’s eviction laws do not exist solely to protect tenants. Rather, the statutory scheme put in place by the New York State Legislature is a balancing of the rights and needs of both tenants and landlords. The State, in crafting the process of resolving landlord-tenant disputes, has taken into consideration the need to protect the rights not only of tenants, but also the rights of landlords, along with the economic realities of building and maintaining residential properties.

Proponents may cite Zorn v. Howe, 276 A.D.2d 51 (3rd Dept. 2000) as supporting the argument that local governments are not preempted from enacting local regulations related to the eviction process. In Zorn, the City of Ithaca enacted a local law that authorized evictions on the ground that the premises have been used or occupied for the purpose of using or possessing illegal drugs. However, the Zorn court distinguished New York City’s regulations in the Tartaglia case from Ithaca’s local law, noting that whereas New York City’s regulation restricted the grounds for evicting tenants, Ithaca’s regulation placed “no impediment upon landowners’ free access to the courts or to the remedies provided in the RPAPL” but merely supplemented “the State statutory scheme by providing an additional ground for eviction.” Consequently, the courts have recognized that the State’s eviction laws are designed and intended to protect landlords just as much as they are to protect tenants.

In addition to the State’s likely preemption of the residential tenant eviction process, the State has also preempted the field with respect to rent restrictions. In 2019, the State Legislature amended the Emergency Tenant Protection Act, enacting the Statewide Tenant Protection Act of 2019, which establishes a procedure whereby local governments may enact local rent control regulations. The Statewide Tenant Protection Act procedures are extensive, requiring local governments to adopt local rent control laws subject to the annual guidelines for rent adjustments as established by the governing rent guidelines board. Even assuming for argument’s sake that local governments are not preempted from adopting local laws that place additional restrictions on the eviction process, the State’s comprehensive Statewide Tenant Protection Act clearly preempted the field with respect to imposing residential rental restrictions. Consequently, if local government officials want to adopt restrictions on residential rent increases within their municipality, NYCOM recommends that they either follow the process set forth in the Statewide Tenant Protection Act or seek special authority from the New York State Legislature.

I hope that this opinion is helpful. If you have any questions or would like to discuss this issue further (or any issue for that matter), do not hesitate to contact me at (518) 463-1185 or by email at wade@nycom.org.

Respectfully,

Wade Beltramo
Wade Beltramo
NYCOM General Counsel
Chair Laura Lewis called the meeting to order at 6:00 p.m.

1) Call to Order/Agenda Review

Chair Laura Lewis welcomed everyone to the first Planning and Economic Development Committee meeting of the year.

She introduced the committee members: First Ward Alderperson Cynthia Brock, Second Ward Alderperson Phoebe Brown (unable to attend), Third Ward Alderperson Rob Gearhart, and Fourth Ward Alderperson Patrick Mehler as well as herself, Laura Lewis, Fifth Ward Alderperson and Chair.

Chair Lewis also thanked former Alderperson and PEDC chair for many years, Seth Murtagh, who served the City as Alderperson very well and certainly served as Chair of the PEDC very expertly.

She also thanked JoAnn Cornish, our retired Planning Director who has lived in the City of Ithaca her whole life and has served our City so well for many, many years.

Thank you to them both.
She further thanked Acting Director Lisa Nicholas who along with Debbie Grunder is supporting our meeting tonight.

The meeting will begin we'll begin with public comment and a reminder to members of the public that there is a three-minute limit. A one-minute heads up will be given when your time is about to run out but please do note yourselves that you will have three minutes to speak.

2) Public Comment

Sarah Curless, 838 North Aurora Street, shared her disappointment that although the eviction moratorium for the state of New York was allowed to expire this past Saturday which put 210 000 households at risk of eviction in the state that the Common Council of Ithaca has not passed any good cause legislation to date and is not even close to doing so. This legislation would protect so many renters from eviction in the City during global pandemic which is still raging. As someone who is currently sick with Covid and quarantining at my current residence, she thankful that she does not have to worry about losing her rental housing as well.

Those at risk of eviction and suffering from Covid and those who have chronic illnesses and are more susceptible to the many terrible effects of this disease do not have that luxury the government of a municipality is supposed to protect all of its people as best it can especially from avoidable threats such as homelessness and a climate with negative Fahrenheit temperatures

She urged the City to please do the right thing and pass good cause legislation for the City as many other municipalities have done in this state since the summer and other states passed decades ago. If other cities and states have shown that good cause works for tenants, there’s no reason not to enact it here. This state allegedly has relatively good tenant protections by this country’s standards so as a self-proclaimed progressive City, we should be legislating those values. Also Alderperson Patrick Mehler’s proposed amendment to the city code is a Band-Aid for what really needs to be done. It is a distraction from the passage of good cause eviction. Taking the bill out of committee was a mistake and it's time to do the right thing for the residents of Ithaca.

Bhuvan Singla, 206 West Lincoln Street, he lives here with his mother. He is medically disabled and they are marginalized immigrants. He provided examples from his own personal life.

The landlord who owns the property where we currently live is selling the house which means we have to move out. We want to move out, but the good cause eviction is not in conflict with the goals of the landlord. We will move out and cause no conflict for him.
He used to live on Slaterville Road for almost half a decade. Once the landlord became elderly, they wanted to sell the house. That meant they had to go. He didn't want to move out because he lived there for a long time and was part of the neighborhood. The landlord moved in and renovated it. After three years he is still there. The last example I would like to give is one of my clients from my computer services became disabled, losing his fingers in an accident and his landlord just removed him. He didn’t renew the lease even though he was able to pay.

Landlords are selfish and prioritized with themselves. He feels that good cause eviction causes them to think about the community first and think if it benefits my community and therefore benefits me versus the other way around.

3) Special Order of Business

a) Public Hearing

Alderperson Brock moved to open; seconded by Alderperson Mehler. Carried unanimously.

Carolyn Headlam, 310 W. State Street, stated on January 15th over Dr. Martin Luther King Jr. weekend during a massive snowstorm and yet another covered winter the New York State Government allowed the eviction moratorium which has secured shelter for tens of thousands of the most vulnerable New Yorkers to expire leaving renters quite literally out in the cold.

Tomorrow night right here in the City of Ithaca, four households are on the eviction docket on the 27th. That number rises to 11 families at risk of eviction and permanent displacement from our City. Ithaca is a city of renters. Three out of four Ithaca city residents rent our homes so when you evict us you risk permanently unraveling the fabric of our City.

To combat the violence of displacement and homelessness, Common Council needs to pass strong and comprehensive good cause legislation. We need more than a revised timeline for lease renewals. We need a baseline right to remain in our homes because housing is a human right. We also need a robust right-to-counsel program so that Ithacans of all income levels can receive quality representation. To date we have not received any details about that program. These programs and policies must be informed by the lived experiences of Ithaca tenants in a city where three out of out of four residents are renters a working group with one tenant is not sufficient equitable landlord-tenant relations are a matter of public welfare in the midst of a global pandemic it is also a matter of public health. I implore you to pass comprehensive good cause beyond the lease renewal that that has been placed on the agenda tonight.

Genevieve Rand, 128 E. Spencer Street, her comments are basically along the same line as the others. With this lease renewal timeline regulation, she doesn’t disagree with the intent of the law to place a stricter guideline when landlords can
start pressuring people for lease renewals because people just aren't generally able to make that decision way far in advance. She thinks regulating this and creating like a new period is a good idea in theory but it doesn't actually work if people can be denied a lease renewal for no reason. The law has no teeth, and you can't really functionally uphold it if people can then just be denied renewal for absolutely no reason.

What would the enforcement mechanism for this even be legally? What happens if the landlord violates this law? The obvious thing would be that they then cannot deny that tenant lease renewal. If they start asking before this required wait period has expired, then they cannot evict that person for non-renewal. They would be in fear unless they wanted to go for financial damages which would be hard to calculate. It is just so much simpler, and the reason that the regulation of lease renewable timeline is included in good cause is because one needs to be able to stop a landlord from denying somebody a lease renewal. That is the only way that this has any teeth.

As far as the law, I understand the intention of it, but it doesn't do anything if you don't stop the denial for no reason. That is why it needs to be a part of good cause legislation. It doesn't really functionally do anything if it is separated out because there is no way to enforce it. It is not a bad idea, but it belongs as part of the bill that actually gives it a way to function which is good cause, and that is what we need to pass.

Ray Schlather, Schlather, Stumbar, Parks, and Salk, LLP, 200 East Buffalo Street, Ithaca, started out a with a simple story. Years ago he chaired the charter and ordinance committee of this Council and along with his colleagues attempted to amend the plumbing code. It made a lot of sense for a lot of people. We made a mess of it. Why? Because we did it or we tried to do it without inviting the plumbers to table. He suggested the City has an opportunity to make some constructive useful changes to the rental code. But the City has not engaged the landlords. He gave an example of how artificial barriers and artificial deadlines create unintended consequences or have unintended consequences. Given the present legislation, what you're trying to do with §258.10 you are trying to change the 60-day period to 180 days, and you're trying to eliminate the waiver opportunity that people can enter into. There are two problems with that. Number one, you're going to run into some constitutional issues. This may sound brash and brazen, but that's the bottom line. Regulatory taking is similar to physical taking in the eyes of the law.

If it becomes confiscatory and my guess you have not had a chance to do the legal research that is necessary to determine that this level of regulatory taking will have that consequence but more importantly is many of you talked about how we want to protect the individual tenant. The way the legislation is written there's nothing to preclude a landlord from showing the apartment virtually, in other words, not go into the apartment but make arrangements to rent to a new tenant, have it all set up and then at the 180-day deadline simply sign up the new tenant. The existing tenant is out
in the cold and my concern there these are little problems that can be resolved, they
can be addressed, and they can be.

What he is trying to explain is that even under this well-intended legislation the
unintended consequence may very well force existing tenants, primarily student
housing kinds of tenants, existing student housing tenants from not having the
opportunity to renew their lease because the landlord is not going to wait the 180 days
to begin virtually showing the apartment to other people lining up the tenants and
eventually signing those people up as soon as 180 days is over. The City must think
this through and spend some time. Invite the plumbers to the table. Don’t let history
repeat itself.

Both Christopher Anagnost, 418 North Tioga Street, and Nathan Lyman,
Ithaca Renting Company, sent in written comments. They were read into the record
and also attached to these minutes.

Alderperson Brock moved to close the public hearing; seconded by
Alderperson Mehler. Carried unanimously.

Response from Committee:

Alderperson Brock thanked all who commented tonight. She further stated that
we will not be voting on the Good Cause legislation. At the last meeting of the PEDC
in December we decided to not bring it back for the January meeting. One of the
reasons included the fact that there has been a request for the New York State
Attorney's Office take a look and issue an opinion to determine if municipalities are
pre-empted from the ability to pass legislation pertaining to evictions.

It was estimated at the time that an opinion would be forthcoming sometime in
December or perhaps in January we expect it to come at any time when that decision
is made we will share it with the public. That is one of the reasons we are not bringing
this forward for consideration by Council until that determination has been made. As
for the legislation that we are considering, it is just a discussion item tonight. I will
save my comments for that area on the agenda but she wanted to thank everybody for
coming and speaking.

3) Announcements, Updates, Reports

No announcements were made.

4) Action Items (Voting to send onto Council

a) 2022 Annual Council Concurrence that the Planning Board be Lead
Agency
Alderperson Brock stated that this is great. It’s very helpful. It streamlines things for staff and new members of council. She looked to Lisa to clarify when projects are coming in through the planning board we are included in announcements with projects as they are added to the agenda. It would be important to take a look and see what's coming up that is actually our notification of these projects coming forward and it would then be incumbent on members of council if they so choose to withdraw its consent and decide to request lead agency to do so I believe early in the process but keeping an eye on those agendas is just another thing that we can do to stay out in front. She asked Lisa Nicholas to confirm what was just stated.

Nicholas stated that under law when an agency is about to declare as lead agency, they have to send out the project information and the environmental forms to the other involved agencies. This is done before the agenda comes out. Sometimes you will receive a notification that there's a project and this is the description and that the Planning Board intends to act as lead agency. It is actually even before the agendas come out sometimes. It's a separate kind notification. Please keep an eye on the agendas because there are lots of development that you might be interested in.

2022 Annual Common Council Concurrence that the City of Ithaca Planning and Development Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency Resolution

Moved by Alderperson Lewis; seconded by Alderperson Brock. Carried Unanimously.

WHEREAS: 6 NYCRR Part 617 of the State Environmental Quality Review Law and Chapter 176.6 of the City Code, Environmental Quality Review, require that a lead agency be established for conducting environmental review of projects in accordance with local and state environmental law, and

WHEREAS, State Law specifies that, for actions governed by local environmental review, the lead agency shall be that local agency which has primary responsibility for approving and funding or carrying out the action, and

WHEREAS, State Law also specifies that when an agency proposes to directly undertake, fund or approve a Type I or Unlisted Action undergoing coordinated review with other involved agencies, it must notify them that a lead agency must be agreed upon within 30 calendar days of the date that the Environmental Assessment Form (EAF) or draft EIS was transmitted to them, and

WHEREAS, Projects submitted to the Planning Board for Site Plan Review and Approval, at times involve approvals or funding from Common Council, making Council an involved agency in environmental review, and

WHEREAS, in accordance with the State Environmental Quality Review Law and the City of Ithaca Environmental Quality Review Ordinance, involved agencies are provided with project information and environmental forms for their review, as well as all environmental determinations, and
WHEREAS, Common Council did consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency since 2015, and

WHEREAS, in order to avoid delays in establishing a Lead Agency and to make the environmental review process more efficient, it is desired to continue the agreement in which the Planning Board will assume Lead Agency status for such projects; therefore be it

RESOLVED, that Common Council does hereby consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency through December 31, 2022; and, be it further

RESOLVED, that for any future project Common Council may withhold or withdraw its consent should it so desire.

5) Discussion Items

a) Proposed Amendment to §258-10 of the City Code (Rental Housing, Renewal of Rental Agreements; Notification to Tenants)

Ordinance No. 2021-

Ordinance to Amend Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca in Relation to Notification of Tenants

WHEREAS, the City of Ithaca has a substantial renter population, with 74% of Ithaca’s 32,108 residents renting; and

WHEREAS, by providing a 180-day waiting period before receiving an opportunity to renew a lease, a tenant will have had ample and appropriate time to decide on whether to negotiate to renew as well as landlords will have more opportunity to rent to tenants attending Cornell University; and

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Chapter 258 (Rental Housing) of Part II (General Legislation) of the Code of the City of Ithaca, Section 258-10 is hereby amended as follows:

(...)  

§ 258-10 Renewal of rental agreements; notification to tenants.

The landlord shall provide a minimum of 60 days’ written notice to current tenants of a residential unit before doing any of the following:

1. Renewing the current rental agreement
2. Showing the residential unit to prospective new tenants
3. Entering into a rental agreement with new tenants

B. Such written notice may be provided at any time during the rental agreement period, from the effective date onwards. This provision of notice shall not apply under any of the following conditions:

1. The current rental agreement period is less than nine months.
2. A summons and complaint to recover possession of the premises has been filed and served on the current tenant in accordance with all applicable laws and rules.
3. The landlord and tenant mutually agree, in writing, to waive the notice period.

Section 2. This ordinance shall take effect on February 3, 2022 after publication of this ordinance pursuant to the City Charter.

2 https://www.census.gov/quickfacts/ithacacitynewyork

Alderperson Mehler thanked all who spoke tonight and further stated again that this is not a voting item tonight. I did receive comments that this legislation seems to benefit college students, not all renters. He stated that is not the case. All the letters he received seem to be in favor of this change. His intent is to help everyone possible.

Comments were made that people need time to figure out whether their roommate is a good fit. Most renters and landlords rent right out of the gate because they are concerned about not getting housing.

Chair Lewis opened it for other committee members to speak.

Alderperson Brock stated she very much supports these changes but thinks the 180 days is too long.

Alderperson Mehler stated that he is not inclined to change the 180 days. 90 days is still too low. He would like to know how others feel about the 180 days as opposed to 120 days.
Chair Lewis thanked Alderperson Mehler for allowing us to provide our thoughts.

Alderperson Cantelmo also provided his comments on this legislation. For him, Patrick’s proposed removal of Section B3 which is the mutual waving of the notice period I think helps to provide the bulk of the rebalance here. He also echoed what Patrick, Cynthia, and Rob have said in that he thinks underscoring any discussion of this and an eventual conclusion whether it’s the current 60 day, 90 day, 120, or 180. Whatever it is, he thinks all are small comfort unless tenants that work living and operating in a tight rental market are not under that pressure to waive something to have their application be competitive. That particular piece of the intended legislation is well intentioned.

Alderperson Gearhart presented a visual which might help understand the impact on dates of different period of days. He shared his screen and plugged in different dates to see the impact on changing the dates.

Lisa Nicholas stated that if we will be looking at this again in February, we will need to reach out to more people for further discussion.

Alderperson Mehler moved to amend the whereas’s and amend to the February date.

Alderperson Brock stated that she didn’t think it can be amended without moving and seconded it.

It was moved and seconded it. Alderperson Mehler provided his amendments and will provide the exact wording.

Alderperson Mehler moved; seconded by Alderperson Brock to make the discussed changes, bring it back in February for a public hearing, and further discussion.

b) Planning & Development Overview & Draft 2022 Work Plan

Lisa Nicholas, Acting Director, Planning and Development Department went through the 2022 work plan for the group.

Chair Lewis thanked Lisa for pulling this together. This is really helpful.

Lisa thanked the group for giving her the opportunity to give a brief overview of our department. She stated she will try to keep it brief. There will be an opportunity for a bigger or more detailed orientation later but as she speaks having the work plan in front of the group might be helpful to flush out some of the things that are said. She asked for some feedback on the work plan at the end of this too.
The Department of Planning and Development, as you know what we do as a whole, we also have lots of different areas of practice and expertise as we manage growth and change in accordance with the community’s vision as set forth in the comprehensive and other plans as well as state and local laws. In doing that the department strives for a safe, sustainable, equitable, and economically diverse community for those who live, work, and play or otherwise frequent the City.

We have two divisions: the Building Division and the Planning Division. The Planning Division has lots of different areas and the Building Division is a little bit more straightforward. She talked about this idea of managing growth and change a little bit so all know what we do as the Planning and Development Department. Growth and change can happen to us. We can try to make it happen and it can be due to economic, political, or social forces. It can be internal or external. We do different kinds of management. Sometimes we do proactive management where we determine it is the community’s desire for this outcome. We work toward how to make that happen. She provided the top priorities for the department going forward.

**Top Priorities for 2022 include:**

1. Fill all vacant positions in Planning and Building to reach adequate staffing levels, including a new Special Events Coordinator
2. Green New Deal Implementation
   a. Implement the Ithaca Electrification Program
   b. Establish a CCA with the Town of Ithaca
   c. Complete Feasibility and next steps to develop a solar farm in the Southwest
   d. Create new Energy Benchmarking Program
   e. Coordinate adoption of a Justice 50 Program
   f. Submit grant application for the Good Jobs Challenge to create a Green Jobs Corridor
3. Complete Downtown Plan in Coordination with the DIA
4. Update Zoning Map and Chart
5. Structure an Inlet Island Urban Renewal Project (IURA)
6. Coordinate, support and monitor Green Street Redevelopment & Conference Center
7. Comp Plan - 5 year Review & Update—Accomplishment Report, Sustainability Update
8. City Facilities—Conduct public outreach and development approvals for East Hill Fire Station, determine next steps for Ithaca Police Department Relocation, Release REFI for Redevelopment of Seneca St Garage and reevaluate priorities for other City facilities.
9. Develop and Coordinate approval of local cannabis legislation
10. Modernize office space, functions and records: Provide all inspectors with iPads for off-site access to network, complete digitization of building plans and planning documents, select and install new office furniture in Planning & Building.
The Planning and Development Department also provides administration and support to an array of boards and committees namely Planning & Development Board, Board of Zoning Appeals (BZA), Ithaca Landmarks Preservation Commission (ILPC) and Planning and Economic Development Committee (PEDC).

6) **Review and Approval of Minutes**

a) **April 2021 and December 2021**

Both sets of minutes were moved as amended by Alderperson Brock; seconded by Alderperson Mehler. Carried unanimously.

7) **Adjournment**

Moved by Alderperson Gearhart; seconded by Alderperson Mehler. Carried unanimously. The meeting was adjourned at 7:55 p.m.
Dear Committee Members:

These comments will summarize a detailed letter also being submitted that takes more than 3 minutes to discuss.

The proposed law represents a fundamental misinterpretation of the landlord-tenant relationship, and is not well considered.

Early rentals are entirely driven by students, and their parents. Landlords are simply responding to their requests. Does the city really want to force students to have a worse housing experience?

Students, and their parents do price comparisons and negotiate hard, often pitting one landlord against the other. This law takes away their ability to negotiate, by compressing the timeline.

The proposed law only applies to juniors who might renew. Graduating seniors don’t stay in Ithaca. Landlords know those units need to be rented and this law prohibits them from renting in the fall, even knowing the unit will be available.

Landlords are prevented from offering incoming winter semester students a lease or showing them a unit in the fall, until after they arrive in January. It prevents outgoing foreign study students from subleasing, because we are prevented from negotiating a lease until February.

Compressing the renewal period into February – May will result in market turmoil and panic shopping. Long lines up and down streets in the middle of the winter will be the result. Current occupants will be constantly disrupted by the need to show spaces quickly.

Our company’s past experience has shown that a staggered renewal period provides a much more satisfactory outcome for the tenant than having a fixed announcement date with people stacked up outside our office.

There are challenges when people live together. Students can take months to decide if a roommate is a good fit. This law takes away that opportunity.

It is a law in search of a problem that does not exist. The unintended consequences will be dramatically bad. The comparative disadvantages of forcing all students into a short time window during the middle of winter significantly outweighs any perceived benefit of this law.
The amendment should be rejected, and PEDC should seriously consider removal of section 258-10 entirely from the city code.

Respectfully submitted,

[Signature]

Nathan M. Lyman
Ithaca Renting Company
Re: § 258-10 Renewal of rental agreements; notification to tenants.
A. The landlord shall provide a minimum of 60 days' written notice to current tenants of a residential unit before doing any of the following:

(1) Renewing the current rental agreement.
(2) Showing the residential unit to prospective new tenants.
(3) Entering into a rental agreement with new tenants.

Debbie,

Please forward the following message to the members of the Planning and Economic Development Committee and ask that it be read into the record of the meeting:

My family has owned property on East Hill and Collegetown since 1949 and sold our last rental property earlier this year. We have rented primarily to Cornell students, undergraduate and graduate, as well as to visiting faculty and scholars from around the world. We have also in the past, had IC students as tenants.

I would ask that you consider changing the notification requirement in this proposal to 90-days minimum instead of 180 days. Many students who study abroad second semester want their housing settled before they leave. Also, an exception should made for apartments or houses where all the residents are graduating at the end of their lease period since they and the landlord know they aren’t staying. Why can’t their property be shown after 90 days of the start of the lease? The current proposal assumes a one size fits all situation and will cause undue stress on individuals who need to carefully plan their schedules and finances way in advance of what the 180 days allows.

Thank you for your consideration.

Regards,

Chris
Christopher J. Anagnost
Licensed Real Estate Broker
Christopher George Real Estate
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