

JUST CAUSE **LEGISLATION:**

A Comparison Across Seven States

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September 2024



PolicyLink

Background

Just cause tenant protections—also referred to as “good cause” or “for cause”—are designed to prevent arbitrary, retaliatory, or discriminatory evictions by establishing that landlords can only evict renters for specific reasons. In many jurisdictions, landlords can evict tenants or simply not renew leases without providing any reason at all. Just cause legislation is an important policy tool to prevent displacement and promote tenant stability, especially in neighborhoods where rents are rising and vacancies are low, and where landlords may seek to evict existing tenants to renovate their buildings and attract wealthier renters at higher prices. Just cause also protects tenants who report inadequate housing conditions or request repairs, making it less risky to exercise their right to livable conditions. While many cities have just cause ordinances, there has been a surge of state-level legislation in recent years. California and Oregon legislatures passed statewide just cause in 2019, Washington passed it in 2021, and both Colorado and New York passed it in the 2024 legislative session. These states join New Jersey and New Hampshire, who passed just cause legislation in 1974 and 2015, respectively.

Guide

This tool is designed to help advocates compare and contrast each state’s just cause legislation, which is linked at the top of each column. Each row describes a component of the law, and includes notes on whether that component of the law applies to the legislation in each state. A checkmark means that element of the law applies to that state’s legislation. An “X” means that element of the law does not apply to that state. Additional notes, such as definitions of specific terms, are provided to elaborate on specific applications of the law.

Just Cause Legislation: A Comparison Across Seven States

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024) (type "S8306" into the search bar and click the "text" box)
Applicability	Minimum tenancy to trigger just cause protection	No minimum tenancy	No minimum tenancy	12 months	12 months	Does not apply where the initial term of the lease is between 6 and 12 months and permits termination without cause upon 60 days' notice; law only applies to month-to-month and ongoing tenancies, not "fixed term" initial 6-12 month leases.	12 months	No minimum tenancy
	Mobile home park inclusion	Yes, when mobile home or land in a mobile home park or tenement is leased for residential purposes.	No, they are protected under different section of law .	No	Yes, if you are renting the mobile home and not the lot.	No	Yes, mobile home renters are protected including "lease to own" and "leased to a homeowner." Mobile home owners are excluded because they are currently covered by the Colorado Mobile Home Park Act.	No

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Applicability	Building exemptions – owner occupancy	Does not apply to 2 or 3-unit owner-occupied buildings with 1 or 2 rental units; does not apply to a unit held in trust on behalf of a member of the owner’s immediate family if the family member is developmentally disabled and permanently occupies the unit.	Does not apply to single- family homes if the owner owns 3 or less at any given time; also owner-occupied buildings with 4 or less units in building are exempt.	Does not apply to owner-occupied 1-2 unit buildings.	Does not apply to owner-occupied 1-2 unit buildings.	None	Does not apply to owner-occupied buildings under 4 units; buildings in which owner lives adjacent to building and building is under 4 units, including single-family homes, duplexes, and triplexes (with or without an ADU) or owner lives adjacent.	Does not apply to owner-occupied buildings with fewer than 10 units.
Applicability	Building exemptions – building type	None	Does not apply to single-family homes acquired by banks or other mortgagees through foreclosure.	Does not apply to buildings for the first 15 years of certificate of occupancy; affordable housing; single-family residential that is not owned by REIT, corporation, LLC in which at least one member is a corporation.	None	None	None	Does not apply to buildings built after 2009 (with units entering good cause 30 years after construction); buildings owned by landlords who own 10 or fewer units in New York state total; units in which the tenant pays more than 245% of Fair Market Rent; rentals of co-operative or condo units. Applies to New York City as of April 20, 2024; other cities, villages, or towns must choose to opt in via city council vote.

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Applicability	Geography	Statewide	Statewide	Statewide	Statewide	Statewide	Statewide	Applies to New York City as of April 20, 2024; other cities, villages, or towns must choose to opt in via city council vote.
Just Causes	Nonpayment of rent	✔ Also includes failure to pay rent increase because New Jersey has rent control.	✔	✔	✔	✔	✔	✔ Provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase which is unreasonable.
	Substantial violation	✔ Includes conviction of drug offense committed on property.	✔ Specifies “substantial damage to the premises.”	✔ Specifies criminal activity and using premises for unlawful purposes.	✔ Called “ <u>unconditional quit</u> ” – things like threatening to injure/ actual injury to others on premises; reckless endangerment of others on premises; damage to premises; false information in rental application; “outrageous in the extreme” acts, including prostitution, manufacturing/ distributing/possessing drugs, other criminal activity.	✔ Waste, nuisance, unlawful activity, interference with, and use and enjoyment of premises.	✔	✔

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Just Causes	Material violation of the lease or rental agreement	✓	✓	✓	✓	✓	✓	✓
	Repeat violation after receipt of proper notice of violation	✓ Requires written notice to cease.	✗	✗	✗	✓ 4+ substantial breaches of rental agreement within 12-month period.	✓	✗
	Nuisance, disturbance, or negligent damage to property	✓ Defined as “disorderly conduct that disrupts the peace and quiet of other occupants” and “damage/destruction to property.”	✓ Defined as “behavior that adversely affects the health or safety of the other tenants or the landlord or his representatives”; also see damaging the property above.	✓	✓ Not defined exactly this way but covered under “unconditional quit.”	✓	✓	✓
	Lease holdover after expiration of lease	✗	✗	✗	✓	✗	✓	✓ In addition, tenants must not have a holdover case against them that was started before April 20, 2024.

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Just Causes	“Committing waste” – or damaging property	✗	✗	<input checked="" type="checkbox"/> “Waste is an unlawful act or omission of duty by a person in possession of real property that results in an injury to the property.” (Schellinger Brothers v. Cotter (2016) 2 Cal.App.5th 984; Cal. Civ. Proc. Code, § 732.)	✗	<input checked="" type="checkbox"/> Washington definition here: “A landlord can only evict a tenant because of ‘waste’ if the landlord has proof that the tenant significantly damaged the property and harmed the landlord. <ul style="list-style-type: none"> • It must be serious and permanent physical damage to the property through the tenant’s abuse or neglect. • It must cause the value of the property to go down. Everyday or routine property damage or damage from normal wear and tear is not “waste.”	✗	✗
	Subletting premises in violation of tenant’s lease	✗	✗	<input checked="" type="checkbox"/>	✗	✗	✗	✗

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Just Causes	Refusal to allow owner to enter property	✗	✗	☑	✗	✗	✗	☑ Failure to provide reasonable access to your apartment for repairs or for your landlord to show the apartment for rent or sale.
	Other good cause – legitimate economic or business reasons	✗	☑	✗	✗	☑	✗	✗
	Required to register as a sex offender during tenancy or fails to disclose sex offender status on application if required	✗	✗	✗	✗	☑	✗	✗
	Sexual advances or sexual harassment of owner, manager, other tenants; assault or threatening landlord	☑ Conviction of assaulting or threatening the landlord, family, or employees.	✗	✗	✗	☑ Sexual advances/sexual harassment.	✗	✗
	Conviction for theft of property	☑	✗	✗	✗	✗	✗	✗

Note: California and New York also have “refusal to sign new lease w/ reasonable terms” as just causes. These are listed in the No Fault Causes table below because most other states list them as no fault causes.


Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
No Fault Causes	Demolition or conversion of residential premises	<div><input checked="" type="checkbox"/> Conversion to condo, co-op, or fee simple ownership with 3-year notice; boarded up or up for demolition due to substantial health and safety violations; government agency wants to permanently take property off the rental market to redevelop or clear land in blighted area with 90-day notice; due to illegal occupancy.</div> <div>Note: If the owner brings the unit back onto the rental market after boarding up or retiring from residential use, they must notify the former tenant of their right to return to possession of the unit.</div>	✕	<div><input checked="" type="checkbox"/> Just demolish, not convert.</div>	<div><input checked="" type="checkbox"/></div>	<div><input checked="" type="checkbox"/> Change of use means: “(I) Conversion of any premises from a residential use to a nonresidential use that results in the displacement of an existing tenant; (II) conversion from one type of residential use to another type of residential use that results in the displacement of an existing tenant, such as conversion to a retirement home, emergency shelter, or transient hotel; or (III) conversion following removal of use restrictions from an assisted housing development that results in the displacement of an existing tenant... ‘Demolish’ means the destruction of premises or the relocation of premises to another site that results in the displacement of an existing tenant.”</div> <div>Note: Can also include condo conversion.</div>	<div><input checked="" type="checkbox"/> 90-day notice; conversion defined as conversion to short term rental or to nonresidential use, for which written notice requirements are: description and timeline of conversion, material demonstration of proposed date upon which project will commence, such as copy of building permit or application for permit/ license to operate a short-term rental if applicable.</div>	<div><input checked="" type="checkbox"/></div>

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
No Fault Causes	Substantial repairs or renovations	<p>☑ Defined as: “the landlord or owner seeks to comply with local or state housing inspectors who have cited them for substantial violations affecting the health and safety of tenants and it is unfeasible to so comply without removing the tenant; requires Department of Community Affairs involvement to confirm whether tenant removal is required for compliance”; notice is at least 3 months and tenants may be eligible for relocation assistance.</p> <p>Note: The right of first refusal exists only if the owner brings the unit back onto the rental market after boarding up or retiring from residential use; must notify the former tenant of the right to return to possession of the unit.</p>	<p>☑ Only specifies a few types of repairs: owner needs to abate unit for lead exposure-hazards (30+ days to perform) or will remove from rental market due to lead exposure-hazard; failure of tenant to prepare unit for infestation remediation.</p> <p>Note: No right of first refusal.</p>	<p>☑ Defined as: “(I) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency; (II) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.”</p> <p>Note: No right of first refusal</p>	<p>☑ Defined as: “the landlord intends to undertake repairs or renovations to the dwelling unit within a reasonable time and: (A) the premises is unsafe or unfit for occupancy, or (B) the dwelling unit will be unsafe or unfit for occupancy during repairs or renovations.”</p> <p>Note: No right of first refusal.</p>	<p>☑ Defined as: “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.”</p> <p>Note: No right of first refusal.</p>	<p>☑ Defined as: “repairs or renovations that: (a) cannot be reasonably accomplished in a safe or efficient manner with the tenant in place; (b) are not repairs or renovations that are necessary to remedy a breach of the warranty of habitability described in section 38-12-503; and (c) require the tenant to vacate the residential premises for at least 30 days.”</p> <p>Requires 90-day notice. Written notice requirements include expected completion date, and general description of substantial repairs or renovations to the premises.</p> <p>Note: The right of first refusal applies when there is a written notice to the tenant and repairs last < 180 days.</p>	✗

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
No Fault Causes	Landlord or landlord's family member assumes occupancy	✗	✗	✔ Only if landlord and tenant agree in writing (unless lease specified that landlord could unilaterally decide).	✔ As long as landlord does not have comparable unit in same building.	✔ Rebuttable assumption that landlord did not operate in good faith if landlord/family member does not occupy for 60 consecutive days within 90-day period after tenant vacates.	✔ As long as no substantially equivalent unit is available in the same building to house landlord/family member and cannot list for short-term or long-term rental for 90 days; must move in within 3 months of tenant vacating. Requires 90-day notice. Requires 45-day notice if landlord/spouse is active duty military. If landlord/family member has a disability, the timeline for moving in can be extended to longer than 3 months.	✔

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
No Fault Causes	Withdrawal from rental market for purposes of selling	<div><input checked="" type="checkbox"/> Permanently retiring property from residential use requires 18-month notice.</div> <div>Note: If the owner brings the unit back onto the rental market after boarding up or retiring from residential use, they must notify the former tenant of right to return to possession of unit</div>	✗	<input checked="" type="checkbox"/>	<div><input checked="" type="checkbox"/> Person who purchases and intends to occupy the unit must notify tenant within 120 days of the landlord receiving a purchase offer (tenant can only be evicted if person purchasing is moving in, but if new owner is not intending to live in it, tenant has right to remain).</div>	<div><input checked="" type="checkbox"/> Applies only to single-family residences; owner must make reasonable attempts to sell within 30 days of tenant vacating. There shall be a rebuttable presumption that the owner did not intend to sell the unit if: (i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price by listing it on the real estate multiple listing service; or (ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, the landlord rents the unit to someone other than the former tenant, or the landlord otherwise indicates that the owner does not intend to sell the unit.</div>	<div><input checked="" type="checkbox"/> Selling single-family home, duplex, triplex, or individual condo; cannot list for short-term or long-term rental for 90 days after tenant vacates unless landlord has evidence that premises was listed for sale on a multi-listing service after tenant was required to vacate. Requires 90-day notice.</div>	<div><input checked="" type="checkbox"/></div>

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
No Fault Causes	Refusal to sign new lease w/ reasonable terms	✓	✓	✓ Listed under just cause.	✗	✓	✓ Requires 90-day notice.	✓ Listed under just cause.
	History of nonpayment of rent	✓ Defined as: “more than 1 late payment following a Notice to Cease”; with strict notice requirements.	✗	✗	✗	✗	✓ Defined as: “tenant submits a rent payment late more than 2 times during period of rental agreement; a rent payment qualifies as late if it is submitted more than ten calendar days after the day it is due according to the rental agreement”; requires 90-day notice.	✓
	Complying with gov’t order to vacate (based on habitability/ other)	✓ Boarded up or slated for demolition due to substantial health and safety violations; or governmental agency wants to permanently take property off the rental market to redevelop or clear land in blighted area – 90-day notice; or due to illegal occupancy. Note: If the owner brings the unit back onto the rental market, they must notify the former tenant of the right to return.	✗	✓	✗	✓	✗	✗

Policy Component	Subcomponent	New Jersey (1974)	New Hampshire (2015, updated 2023)	California (2019)	Oregon (2019)	Washington (2021)	Colorado (2024)	New York (2024)
Relocation Assistance	Illegal occupancy	<div>  </div> <p><u>Relocation assistance</u> is required for tenants who are evicted due to demolition or boarding up of property due to health and safety violations. Any tenant evicted due to illegal occupancy is entitled to relocation assistance in an amount equal to six times the tenant's monthly rent.</p>	<div>×</div>	<div>×</div> <p>One month's rent for relocation assistance or the landlord waives the final month of rent for no fault causes.</p>	<div>×</div> <p>One month's rent for relocation assistance except for owners who own 4 or fewer units for no fault causes.</p>	<div>×</div>	<div>×</div>	<div>×</div>
		×	×	×	×	×	×	Landlords can only increase rent once a year; ability to challenge rent hikes of more than 10% or the Consumer Price Index (CPI) + 5%, whichever is lower.
Rent Stabilization Protections								

Acknowledgments

We gratefully acknowledge the following individuals who provided feedback and significant input in shaping this tool:

Samuel Stein, Community Service Society of New York
Misha White, Colorado Homes for All

A special thank-you to grassroots organizers and tenant advocates who have fought for and led campaigns to advance housing justice through just cause legislation, thus making this tool possible. Any omissions or errors are the authors' own.

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