

(3) *The tenant has UNREASONABLY refused entry to the owner or his agent to the premises for the purpose of correcting such condition or conditions; or*

~~(4) *The conditions were known by the tenant to exist prior to the letting of the premises.*~~

(d) *The Court shall make findings of fact upon any defense raised under this section or the answer to any defense and, thereafter, shall pass such order as the justice of the case shall require, including any one or more of the following:*

(1) *An order or judgment which includes a OF set-off to the tenant as determined by the Court in such amount as may be equitable to represent the existence of any condition set forth in subsection (a) of this section which is found by the Court to exist.*

(2) *Terminate the lease or order surrender of the premises to the landlord.*

(3) *Refer any matter before the Court to the proper State, or municipal agency for investigation and report and grant a continuance of the action or complaint pending receipt of such investigation and report. When such a continuance is granted, the tenant shall deposit with the Court any rents which will become due during the period of continuance, to be held by the Court pending its further order. OR IN ITS DISCRETION THE COURT MAY USE SUCH FUNDS TO PAY A MORTGAGE ON THE PROPERTY IN ORDER TO STAY A FORECLOSURE.*

(e) *If it shall appear that the tenant has raised a defense under this section in bad faith, or has caused the violation or has UNREASONABLY refused entry to the landlord or his agent for the purpose of correcting the condition giving rise to the violation, the Court, in its discretion, may impose upon the tenant the reasonable costs of the landlord, including counsel fees and court costs. AND THE COSTS OF REPAIR WHERE THE COURT FINDS THE TENANT HAS CAUSED THE VIOLATION.*

(f) *Any provision of a lease or other agreement whereby any provision of this section for the benefit of a tenant, resident or occupant of a dwelling is waived, shall be deemed against public policy and shall be void.*

**(G) NO TENANT SHALL BE SUBJECT TO AN INCREASE IN RENT OR EVICTION FOR MAKING SUCH COMPLAINT FOR A PERIOD OF ONE YEAR OR FOR THE UNEXPIRED PORTION OF ANY LEASE IF IT BE FOR LESS THAN ONE YEAR FOLLOWING DETERMINATION OF THE MERITS BY THE COURT, UNLESS THE COURT FINDS THE COMPLAINT BY THE TENANT HAS BEEN RAISED FRIVOLOUSLY OR UNLESS THE COURT FINDS THE RENT HAS BEEN INCREASED OR THE TENANT EVICTED FOR GOOD CAUSE.**

SEC. 2. *And be it further enacted, That all laws or parts of laws, public general or public local, inconsistent with the provisions of this Act are hereby repealed to the extent of any such inconsistency.*

SEC. 3. *And be it further enacted, That this Act shall take effect July 1, 1968.*

Approved May 7, 1968.