

(e) *Costs.* 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) *Waivers to be void.* 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.】

【9-10. Same; retaliatory acts.

(a) *Findings and purposes.*

(1) It is found and declared that there exist in the City of Baltimore structures used for human habitation which are, or may become in the future, substandard with respect to structure, equipment, or maintenance; and that such conditions constitute a menace to the health, safety, welfare, and reasonable comfort of its citizens.

(2) It is further declared that the State of Maryland and the City of Baltimore have enacted laws and ordinances to enforce certain standards to assure that such conditions do not persist or develop.

(3) It is further declared that in order to assure that dwellings meet these minimum requirements as established in these laws and ordinances, tenants must have the free unencumbered right of complaint to their landlords, the courts, and governmental agencies.

(4) It is further declared that retaliation, without cause, by landlords through eviction, rental increases, or other action, and tenant's fear of such retaliation, have restricted the exercise of these rights.

(5) Therefore, it is declared that it is against public policy to allow landlords to engage in such retaliatory acts.

(b) *Protection of the tenant's rights.*

(1) No action or proceeding to recover possession of any leased premises shall be maintainable by the landlord against the tenant, nor shall an action of distress for rent be maintainable, nor shall the landlord cause the rent to be increased, nor may the services which by law are to be supplied by the landlord to or for the benefit of the tenant be decreased, if the action, rent increase or reduction of services by the landlord is in retaliation for the tenant withholding rent which the Court determines a proper exercise of rights under section 9-9 of the Code of the Public Local Laws of Baltimore City (1969 Edition, as enacted by Chapter 459 of the Acts of 1968).

(2) If notice of eviction, increase in rent, or decrease in services was given within six months from the withholding of the rent as provided in subsection (b) (1) hereof, there shall be a rebuttable presumption that the landlord acted in retaliation.

(c) *Protection of the landlord's rights.*

Notwithstanding subsection (b) hereof, the landlord may take action to recover possession or to increase the rent, as the case may be, if he can show that any of the following conditions exist: