

**SUMPTION THAT A PERIOD IN EXCESS OF THIRTY (30) DAYS FROM RECEIPT OF THE NOTIFICATION BY THE LANDLORD IS UNREASONABLE; and**

(2) *Payment by the tenant into court of the amount of rent called for under the lease, unless or until such amount is modified by subsequent order of the court under subsection (f) (4), below.*

(3) **THE TENANT HAS NOT RECEIVED MORE THAN FIVE (5) SUMMONS CONTAINING COPIES OF COMPLAINTS FILED BY THE LANDLORD AGAINST THE TENANT FOR RENT DUE AND UNPAID IN THE YEAR IMMEDIATELY PRIOR TO THE INITIATION OF THE ACTION BY THE TENANT OR BY THE LANDLORD. IF THE TENANT HAS LIVED ON THE PREMISES SIX MONTHS OR LESS AND HAS RECEIVED THREE (3) SUMMONS WITH COPIES OF COMPLAINTS FOR RENT DUE AND UNPAID, THE TENANT SHALL NOT BE ENTITLED TO MAKE AN ASSERTION AGAINST THE LANDLORD AS DESCRIBED IN SUBSECTION (B).**

~~(e)~~ (E) *It shall be sufficient answer or rejoinder to such a declaration or defense if the landlord establishes to the satisfaction of the court that*

(1) *The condition or conditions alleged by the tenant do not in fact exist, or*

(2) *such condition or conditions have been removed or remedied, or*

(3) *such condition or conditions have been caused by the tenant or members of his family or his or their invitees or assignees, or*

(4) *the tenant has unreasonably refused entry OR UNREASONABLY FAILED TO MAKE ARRANGEMENTS TO BE HOME FOR THE ENTRY to the landlord or his agent to the premises for the purpose of correcting such condition or conditions.*

(f) *The court shall make findings of fact on the issues before it and shall make any order that the justice of the case may require. Such an order may include, but is not limited to, any one or more of the following:*

(1) *Termination of the lease or ordering the premises surrendered to the landlord,*

(2) *Ordering all monies already, accumulated in escrow disbursed to the landlord or to the tenant IN ACCORDANCE WITH SUBSECTIONS (F)(4),(F)(5), OR (G),*

(3) *Ordering that the escrow be continued until the complained of condition or conditions be remedied,*

(4) *Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be abated as determined by the court in such an amount as may be equitable to represent the existence of the condition or conditions found by the court to exist. In all cases where the court deems that the tenant is entitled to relief under this Act, the burden shall be heavy upon the landlord to show cause why there should not be an abatement of the rent.*