

(5) Ordering any amount of monies accumulated in escrow disbursed to the tenant (WHERE THE LANDLORD REFUSES TO MAKE REPAIRS AFTER A REASONABLE TIME) or to be landlord OR TO A CONTRACTOR CHOSEN BY THE LANDLORD in order to make repairs or to otherwise remedy the condition. In either case, the court ~~may make any order it deems appropriate~~ SHALL MAKE AN ORDER to insure that monies thus disbursed will be in fact used for the purpose of making repairs or effecting a remedy. ~~Any such disbursement to the landlord shall be conditioned upon the landlord demonstrating that he is otherwise financially incapable of remedying the condition or conditions.~~

(6) Referring any matter before the court to the proper State or municipal agency for investigation and report and granting 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 rents, subject to any abatement under subsection (f) (4), above, which become due during the period of the continuance, to be held by the court pending its further order; or

(7) In its discretion, ordering escrow funds disbursed to pay a mortgage on the property in order to stay a foreclosure.

(g) Notwithstanding any provision of subsection (f), above, where an escrow account is established by the court and the condition or conditions are not fully remedied within six months of the establishment of such account, AND THE LANDLORD HAS NOT MADE REASONABLE ATTEMPTS TO REMEDY THE CONDITION, THE COURT SHALL AWARD all monies accumulated in escrow shall be disbursed to the tenant. In such event, the escrow shall not be terminated, but shall begin upon a new six month period with the same result if, at the end thereof, the condition or conditions have not been remedied.

(h) The initial hearing must be held within fifteen (15) calendar days from the posting by the court of notification of the hearing as provided in paragraph (j), except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon the premises such as, failure of heat in winter, lack of adequate sewage facilities or any other condition which constitutes an immediate threat to the health or safety of the inhabitants of the leased premises.

(i) The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial proceeding in order to further determine the rights and obligations of the parties. ~~In addition to the original determination of the merits of the case, a hearing is also required to be held in cases where either party requests disbursement of escrow monies for whatever purpose.~~ DISTRIBUTION OF ESCROW MONIES MAY ONLY OCCUR BY ORDER OF THE COURT AFTER A HEARING AFTER BOTH PARTIES ARE GIVEN REASONABLE NOTICE OR UPON MOTION OF BOTH THE LANDLORD AND TENANT OR UPON CERTIFICATION BY THE HOUSING INSPECTOR THAT THE WORK REQUIRED BY THE COURT TO BE DONE HAS BEEN SATISFACTORILY COMPLETED.

(j) In the case of all motions and other papers requiring a hearing thereon, the court shall notify by Certified Mail (return receipt) the opposite party, and all other persons required to be notified, stating