

*the date, time and purpose of the hearing. Refusal by a party to accept such notification or his unreasonable delay in accepting it shall not bar any remedy to which the opposite party may otherwise be entitled.*

(k) No tenant shall be subject to an increase in rent, eviction from the premises or decrease in services which by law are required to be provided by the landlord, for a period of ~~one year~~ SIX MONTHS following determination of the merits of the case by the court, unless the court finds that the complaint or defense by the tenant has not been raised in good faith, or unless the court finds that the rent has been increased or the tenant evicted for good cause. AFTER A PERIOD OF SIX MONTHS FOLLOWING THE DETERMINATION OF THE MERITS OF THE INITIAL CASE BY THE COURT, THE BURDEN OF PROOF SHALL BE ON THE TENANT.

(1) Failure of the tenant to raise the complaint or defense in good faith is not equivalent to failure to raise the complaint or defense successfully. To raise the complaint or defense in good faith, the tenant must ~~merely~~ have to have had the reasonable expectation that such complaint or defense would be successful UNDER THIS ACT.

(2) Good cause to evict or to raise the rent includes a finding that:

a. The condition or conditions which formed the basis of the tenant's complaint or defense were caused by an act or omission of the tenant or members of his family or his invitees or assignees, but such acts or omissions are beyond those which constitute ordinary wear and tear; or

b. The landlord seeks in good faith to recover possession of the property for his immediate personal use as a dwelling; or

c. The landlord has contracted in good faith and in writing, to sell the property for immediate personal use and occupancy as a dwelling by the purchaser; or

d. The landlord must increase the rent due to a substantial increase in taxes or a substantial increase in maintenance or operating costs not associated with the condition or conditions asserted in any proceeding under this Act; or

e. The landlord has completed a substantial capital improvement of the leased premises or the property of which the leased premises are a part and which improvement benefits the leased premises, but that such improvement is not associated with the condition or conditions asserted in any proceeding under this Act.

(3) The provisions of this subsection (subsection (k) ) shall apply also to a tenant who in good faith reports a potential housing code violation to the appropriate State or municipal agency regardless of his intent to proceed under any other portion of this Act EXCEPT THAT NO LANDLORD SHALL BE BOUND NOT TO INCREASE THE RENT OF SUCH A TENANT IN EXCESS OF ONE YEAR SIX (6) MONTHS FOLLOWING THE DETERMINATION OF THE MERITS OF THE INITIAL CASE BY THE COURT. NOTHING IN THIS SUBSECTION SHALL ALTER THE LANDLORD'S OR TENANT'S RIGHT TO TERMINATE OR NOT