

(II) "LANDLORD" INCLUDED A MOBILE HOME PARK OWNER OR OPERATOR.

(III) "TENANT" INCLUDES MOBILE HOME DWELLER.

(2) NO LANDLORD SHALL EVICT A TENANT OF ANY RESIDENTIAL PROPERTY OR ARBITRARILY INCREASE THE RENT OR DECREASE THE SERVICES TO WHICH THE TENANT HAS BEEN ENTITLED FOR ANY OF THE FOLLOWING REASONS:

(1) SOLELY BECAUSE THE TENANT OR HIS AGENT HAS FILED A WRITTEN COMPLAINT, OR COMPLAINTS, WITH THE LANDLORD OR WITH ANY PUBLIC AGENCY OR AGENCIES AGAINST THE LANDLORD; OR

(2) SOLELY BECAUSE THE TENANT OR HIS AGENT HAS FILED A LAW SUIT, OR LAW SUITS, AGAINST THE LANDLORD; OR

(3) SOLELY BECAUSE THE TENANT IS A MEMBER OR ORGANIZER OF ANY TENANTS' ORGANIZATION.

(B) EVICTIONS DESCRIBED IN SUBSECTION (A) OF THIS SECTION SHALL BE CALLED "RETIALIATORY EVICTIONS".

(C) IF IN ANY EVICTION PROCEEDING THE JUDGMENT BE IN FAVOR OF THE TENANT FOR ANY OF THE AFOREMENTIONED DEFENSES, THE COURT MAY ENTER JUDGMENT FOR REASONABLE ATTORNEY FEES AND COURT COSTS AGAINST THE LANDLORD.

(D) THE RELIEF PROVIDED UNDER THIS SECTION IS CONDITIONED UPON:

(I) IN THE CASE OF TENANCIES MEASURED BY A PERIOD OF ONE MONTH OR MORE, THE TENANT HAVING NOT RECEIVED MORE THAN 3 SUMMONSES CONTAINING COPIES OF COMPLAINTS FILED BY THE LANDLORD AGAINST THE TENANT FOR RENT DUE AND UNPAID IN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE INITIATION OF THE ACTION BY THE TENANT OR BY THE LANDLORD.

(II) IN THE CASE OF PERIODIC TENANCIES MEASURED BY THE WEEKLY PAYMENT OF RENT, THE TENANT HAVING NOT RECEIVED MORE THAN 5 SUMMONSES CONTAINING COPIES OF COMPLAINTS FILED BY THE LANDLORD AGAINST THE TENANT FOR RENT DUE AND UNPAID IN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE INITIATION OF THE ACTION BY THE TENANT OR BY THE LANDLORD, OR, IF THE TENANT HAS LIVED ON THE PREMISES 6 MONTHS OR LESS, HAVING NOT RECEIVED 3 SUMMONSES WITH COPIES OR COMPLAINTS FOR RENT DUE AND UNPAID.

(E) NO EVICTION SHALL BE DEEMED TO BE A "RETIALIATORY EVICTION" FOR PURPOSES OF THIS SECTION UPON THE EXPIRATION OF A PERIOD OF 6 MONTHS FOLLOWING THE