

OWNED OR (2) SINGLE OR MULTIPLE UNITS.

(E) THIS SECTION PROVIDES A REMEDY AND IMPOSES AN OBLIGATION UPON LANDLORDS TO REPAIR AND ELIMINATE CONDITIONS AND DEFECTS WHICH CONSTITUTE, OR IF NOT PROMPTLY CORRECTED WILL CONSTITUTE, A FIRE HAZARD OR A SERIOUS AND SUBSTANTIAL THREAT TO THE LIFE, HEALTH OR SAFETY OF OCCUPANTS, INCLUDING, BUT NOT LIMITED TO:

(1) LACK OF HEAT, OF LIGHT, ELECTRICITY, OR OF HOT OR COLD RUNNING WATER, EXCEPT WHERE THE TENANT IS RESPONSIBLE FOR THE PAYMENT OF THE UTILITIES AND THE LACK THEREOF IS THE DIRECT RESULT OF THE TENANT'S FAILURE TO PAY THE CHARGES; OR

(2) LACK OF ADEQUATE SEWAGE DISPOSAL FACILITIES; OR

(3) INFESTATION OF RODENTS IN TWO OR MORE DWELLING UNITS; OR

(4) THE EXISTENCE OF PAINT CONTAINING LEAD PIGMENT ON SURFACES WITHIN THE DWELLING UNIT; OR

(5) THE EXISTENCE OF ANY STRUCTURAL DEFECT WHICH PRESENTS A SERIOUS AND SUBSTANTIAL THREAT TO THE PHYSICAL SAFETY OF THE OCCUPANTS; OR

(6) THE EXISTENCE OF ANY CONDITION WHICH PRESENTS A HEALTH OR FIRE HAZARD TO THE DWELLING UNIT.

(F) THIS SECTION DOES NOT PROVIDE A REMEDY FOR THE LANDLORD'S FAILURE TO REPAIR AND ELIMINATE MINOR DEFECTS OR, IN THOSE LOCATIONS GOVERNED BY SUCH CODES, HOUSING CODE VIOLATIONS OF A NONDANGEROUS NATURE. THERE IS A REBUTTAL PRESUMPTION THAT THE FOLLOWING CONDITIONS, WHEN THEY DO NOT PRESENT A SERIOUS AND SUBSTANTIAL THREAT TO THE LIFE, HEALTH AND SAFETY OF THE OCCUPANTS, ARE NOT COVERED BY THIS SECTION:

(1) ANY DEFECT WHICH MERELY REDUCES THE AESTHETIC VALUE OF THE LEASED PREMISES, SUCH AS THE LACK OF FRESH PAINT, RUGS, CARPETS, PANELING OR OTHER DECORATIVE AMENITIES; OR

(2) SMALL CRACKS IN THE WALLS, FLOORS OR CEILINGS; OR

(3) THE ABSENCE OF LINOLEUM OR TILE UPON THE FLOORS, PROVIDED THAT THEY ARE OTHERWISE SAFE AND STRUCTURALLY SOUND; OR

(4) THE ABSENCE OF AIR CONDITIONING.