

(G) IN ORDER TO EMPLOY THE REMEDIES PROVIDED BY THIS SECTION, THE TENANT SHALL NOTIFY THE LANDLORD OF THE EXISTENCE OF THE DEFECTS OR CONDITIONS. NOTICE SHALL BE GIVEN BY (1) A WRITTEN COMMUNICATION SENT BY CERTIFIED MAIL LISTING THE ASSERTED CONDITIONS OR DEFECTS OR (2) A WRITTEN VIOLATION, CONDEMNATION OR OTHER NOTICE FROM AN APPROPRIATE STATE, COUNTY, MUNICIPAL OR LOCAL GOVERNMENT AGENCY STATING THE ASSERTED CONDITIONS OR DEFECTS.

(H) THE LANDLORD HAS A REASONABLE TIME AFTER RECEIPT OF NOTICE IN WHICH TO MAKE THE REPAIRS OR CORRECT THE CONDITIONS. THE LENGTH OF TIME DEEMED TO BE REASONABLE IS A QUESTION OF FACT FOR THE COURT, TAKING INTO ACCOUNT THE SEVERITY OF THE DEFECTS OR CONDITIONS AND THE DANGER WHICH THEY PRESENT TO THE OCCUPANTS. THERE IS A REBUTTABLE PRESUMPTION THAT A PERIOD IN EXCESS OF 30 DAYS FROM RECEIPT OF NOTICE IS UNREASONABLE.

(I) IF THE LANDLORD REFUSES TO MAKE THE REPAIRS OR CORRECT THE CONDITIONS, OR IF AFTER A REASONABLE TIME HE HAS FAILED TO DO SO, THE TENANT MAY BRING AN ACTION OF RENT ESCROW TO PAY RENT INTO COURT BECAUSE OF THE ASSERTED DEFECTS OR CONDITIONS, OR THE TENANT MAY REFUSE TO PAY RENT AND RAISE THE EXISTENCE OF THE ASSERTED DEFECTS OR CONDITIONS AS AN AFFIRMATIVE DEFENSE TO AN ACTION FOR DISTRESS FOR RENT OR TO ANY COMPLAINT PROCEEDING BROUGHT BY THE LANDLORD TO RECOVER RENT OR THE POSSESSION OF THE LEASED PREMISES.

(J) WHETHER THE ISSUE OF RENT ESCROW IS RAISED AFFIRMATIVELY OR DEFENSIVELY, THE TENANT MAY REQUEST ONE OR MORE OF THE FORMS OF RELIEF SET FORTH IN THIS SECTION.

(K) RELIEF UNDER THIS SECTION IS CONDITIONED UPON:

(1) GIVING PROPER NOTICE, AND WHERE APPROPRIATE, THE OPPORTUNITY TO CORRECT, AS DESCRIBED BY SUBSECTION (H) OF THIS SECTION.

(2) PAYMENT BY THE TENANT, INTO COURT, OF THE AMOUNT OF RENT REQUIRED BY THE LEASE, UNLESS THIS AMOUNT IS MODIFIED BY THE COURT AS PROVIDED IN SUBSECTION (H).

(3) IN THE CASE OF TENANCIES MEASURED BY A PERIOD OF ONE MONTH OR MORE, THE TENANT HAVING NOT RECEIVED MORE THAN THREE 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.

(4) IN THE CASE OF PERIODIC TENANCIES MEASURED BY THE WEEKLY PAYMENT OF RENT, THE TENANT HAVING