

ELECTRICITY IS THE DIRECT RESULT OF THE TENANT'S FAILURE TO PAY THE WATER AND ELECTRIC CHARGES.

(5) "REASONABLE TIME" MEANS THAT PERIOD OF TIME, AFTER NOTIFICATION, WHICH IS REQUIRED TO RESTORE A DWELLING TO A STATE FIT FOR HUMAN HABITATION IF THE LANDLORD PURSUES THE WORK OF RESTORATION WITH DILIGENCE AND WITHOUT CULPABLE DELAY. WHERE THERE IS A DISPUTE BETWEEN THE LANDLORD AND THE TENANT AS TO WHAT IS A REASONABLE TIME IN A PARTICULAR INSTANCE, IT SHALL BE DETERMINED AS A FACT IN ANY LEGAL PROCEEDING IN WHICH IT IS AN ISSUE.

(B) THE WARRANTY OF HABITABILITY PROVIDED IN SECTION 9-14.1 IS A CONTINUING WARRANTY, AND THE TENANT MAY MAINTAIN AN ACTION FOR BREACH OF THIS WARRANTY, AT ANY TIME DURING THE TENANCY, IF THE DWELLING BECOMES UNFIT FOR HUMAN HABITATION. AN ACTION FOR BREACH OF THIS WARRANTY MAY ALSO BE MAINTAINED AS A DEFENSE IN AN ACTION OF SUMMARY EJECTMENT OR DISTRESS FOR RENT.

(C) NO ACTION FOR BREACH OF WARRANTY MAY BE MAINTAINED UNLESS THE LANDLORD HAS NOTICE OR KNOWLEDGE OF THE CONDITIONS WHICH CONSTITUTE THE ALLEGED BREACH OF THE WARRANTY OF HABITABILITY. THE LANDLORD HAS A REASONABLE TIME AFTER NOTIFICATION TO REPAIR THE DEFECT OR DAMAGE ALLEGED BY THE TENANT EXCEPT THAT THERE SHOULD BE A REBUTTABLE PRESUMPTION THAT A PERIOD IN EXCESS OF 30 DAYS BY THE LANDLORD WOULD BE UNREASONABLE. UPON COMPLETION OF THE REPAIRS, THE LANDLORD SHALL NOTIFY THE TENANT OR THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT IN WRITING.

(D) THE TENANT MAY MAINTAIN A DEFENSE BASED ON THIS SECTION TO THE LANDLORD'S ACTION IN SUMMARY EJECTMENT OR DISTRESS FOR RENT. DAMAGES SHALL BE COMPUTED RETROACTIVELY TO THE DATE OF THE LANDLORD'S ACTUAL KNOWLEDGE OF THE BREACH OF WARRANTY AND SHALL BE THE AMOUNT OF RENT PAID OR OWED BY THE TENANT DURING THE TIME OF THE BREACH LESS THE REASONABLE RENTAL VALUE OF THE DWELLING IN ITS DETERIORATED CONDITION.

(E) THE LANDLORD IS NOT RESPONSIBLE FOR ANY DEFECT OR DAMAGE CAUSED BY THE TENANT, A MEMBER OF HIS FAMILY, OR HIS VISITORS WHICH CONTRIBUTES TO THE UNINHABITABILITY OF THE DWELLING; IN THIS INSTANCE THE TENANT SHALL BEAR THE COST OF REPAIR AND THE COST SHALL BE COLLECTED AS RENT.