

(3) ~~[(Solely)] SUBSTANTIALLY~~ because the tenant is a member or organizer of any tenants' organization.

(b) Evictions described in subsection (a) of this section shall be called "retaliatory evictions".

~~(c) IF IN ANY EVICTION PROCEEDING THE COURT FINDS IN FAVOR OF A TENANT ON THE BASIS OF ANY OF THE RETALIATORY EVICTION DEFENSES IN THIS SUBSECTION, THEN, IF THE TENANT SO REQUESTS PRIOR TO THE ENTRY OF JUDGMENT, THE COURT MAY ORDER THAT THE TENANT'S LEASE BE EXTENDED FOR A PERIOD OF NOT LESS THAN 6 MONTHS NOR MORE THAN 12 MONTHS FROM THE THEN CURRENT TERMINATION DATE OF THE LEASE, UPON THE SAME TERMS AND CONDITIONS AS EXISTED AS OF THE DATE OF THE INITIATION OF THE EVICTION PROCEEDING BY THE LANDLORD.~~

~~(d)~~ (1) 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.

(2) IF IN ANY EVICTION PROCEEDING THE COURT FINDS THAT A TENANT'S ASSERTION OF A RETALIATORY EVICTION DEFENSE WAS IN BAD FAITH OR WITHOUT SUBSTANTIAL JUSTIFICATION, THE COURT MAY ENTER JUDGMENT FOR REASONABLE ATTORNEY FEES AND COURT COSTS AGAINST THE TENANT.

~~[(d)]~~ (e) The relief provided under this section is conditioned upon:

(1) In the case of tenancies measured by a period of one month or more, the court having not entered against the tenant more than 3 judgments of possession 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.

(2) In the case of [periodic tenancies measured by] TENANCIES REQUIRING the weekly payment of rent, the court having not entered against the tenant more than 5 judgments of possession 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, the court having not entered against the tenant 3 judgments of possession for rent due and unpaid.

~~[(e)]~~ (f) No eviction shall be deemed to be a "retaliatory eviction" for purposes of this section upon the expiration of a period of 6 months following the determination of the merits of the initial case by a court (or administrative agency) of competent jurisdiction.

~~[(f)]~~ (g) Nothing in this section may be interpreted to alter the landlord's or the tenant's rights [arising from breach of any provision of a lease, or either party's right] to terminate or not renew a [lease pursuant to the terms of the lease or the provisions of other applicable law] TENANCY GOVERNED BY A WRITTEN LEASE FOR A STATED TERM OF GREATER THAN 1 MONTH AT THE EXPIRATION OF THE TERM OR AT ANY OTHER TIME AS THE PARTIES MAY SPECIFICALLY AGREE.