

AFFIRMATIVE DEFENSE ____

Equity

____ Defendant incorporates by reference, as if completely rewritten herein, the allegations set forth in the above paragraphs.

____ It has long been the rule that “[e]quity abhors a forfeiture [of a leasehold] and will only decree it when such relief is clearly required.”

____ Equity will not allow the forfeiture of a lease where the lease violation is minor, where strict compliance with the lease is not uniformly required by the landlord, where adequate monetary compensation can be provided the Lessor in lieu of forfeiture, and where forfeiture would cause extreme hardship for the Lessee.

____ The eviction will cause me extreme hardship because:

____ The landlord will receive adequate monetary compensation because:

____ The lease violation is minor and strict compliance with the lease is not uniformly required by the landlord.

____ For equitable reasons, this case should be dismissed.

