

Renter's Housing Handbook:

A Guide for Denver Landlords and Tenants

Updated in January 2024 and produced by



Table of Contents

INTRODUCTION	4
TENANT RIGHTS AND LANDLORD OBLIGATIONS AT A GLANCE.....	5
LANDLORD INFORMATION AND THE RENTAL REGISTRY	6
Residential Rental License Requirement	6
Rental License Cost	6
Inspection Resources	6
Required Notice to Tenants	6
Enforcement and Citation Information.....	6
APPLYING FOR A RENTAL UNIT	7
Discrimination	7
Immigrant Tenant Protection Act	7
RENTAL APPLICATION FAIRNESS ACT.....	8
Rental Application Fees.....	8
Portable Screening Report for Residential Leases	8
Tenant’s Rental, Credit, Financial, Criminal, or Arrest History	9
Violations of the Rental Application Fairness Act.....	9
THE LEASE	10
Written Leases	10
Oral Leases	10
Pet Animal Ownership in Rental Housing	10
Lease Terms and Provisions	11
Prohibited Provisions in Lease Agreements.....	11
MOVING IN.....	12
DURING THE RENTAL PERIOD OR TENANCY	12
Rent Receipts	12
Late Fees on Rent.....	12
Rent Increases	13
Repairing and Maintaining the Rental: The Warranty of Habitability	13
Discrimination and Retaliation.....	17
Privacy	18
Roommates.....	18
Subleases and Assignments	18
When the Rental Property is Sold	18
TERMINATION OF THE LEASE.....	19
Terminating a Month-to-Month Lease	19

Exceptions for Lease Terminations 19

EVICTION 20

 Types of Demands and Notices..... 20

 Overview of Eviction Process 22

 Eviction Protections for Residential Tenants Receiving Certain Types of Financial Assistance..... 23

 Remote Participation In Evictions 23

 Tenant Resources for Evictions 24

AFTER MOVING OUT OR AN EVICTION 25

 Tenant’s Personal Property..... 25

 Rent Payments After Moving Out or Eviction 25

 Security Deposits..... 26

MEDIATION 28

RESOURCES 29

GLOSSARY AND DEFINITIONS..... 30

INTRODUCTION

This guide summarizes the rights and obligations of residential landlords and tenants in Denver, Colorado, as of January 1, 2024. It does not constitute legal advice and is intended to serve only as a general guide. The information in this guide can change at any time and it should not be used as a substitute for seeking advice from an attorney or other qualified professional. Further, this guide does not represent a complete analysis of landlord-tenant law. Instead, it serves as a general resource guide to tenants and landlords on their rights and responsibilities based on existing State of Colorado and City and County of Denver landlord-tenant law. Although it outlines those principles generally, exceptions may apply. Where there are additional questions, please see the additional resources contained on page 22. The meaning of certain words used in this guide can be found in the glossary section. Please review the defined terms before reading further.

Colorado Revised Statutes (CRS) and the Denver Revised Municipal Code (DRMC), which regulate residential rentals, are cited in this guide. An understanding of these laws can be valuable to tenants and landlords in preventing problems before entering into a lease, during the lease term, or upon termination of the lease.

Mobile homeowners and many tenants living in subsidized housing (public housing, voucher assistance, etc.) have additional and/or different laws, protections, and rights that apply. If you are a mobile homeowner or tenant who lives in a subsidized rental unit, you should contact an attorney if you have specific questions regarding any legal situation involving your housing, lease, or landlord.

When landlords and tenants have a dispute, they should try to communicate and work out their differences directly. If they are not able to resolve a dispute on their own, they are encouraged consider mediation for resolution. Mediation is a voluntary, informal agreement-reaching process where a mediator assists parties in negotiating issues productively, identify solution options, and reach a written agreement both the landlord and tenant(s) agree upon.

The Colorado Housing Connects (CHC) helpline specializes in helping people navigate non-emergency housing services and resources, such as financial assistance with rent and utilities and mediation services. CHC navigators do not provide legal advice but can provide information about a variety of housing services and topics of interest to renters, landlords, seniors, people with disabilities, and anyone with fair housing concerns.

Call: 1-844-926-6632 or visit coloradohousingconnects.org.

TENANT RIGHTS AND LANDLORD OBLIGATIONS AT A GLANCE

Tenant Rights	Landlord Obligations
To negotiate with the landlord on the terms and language used in a lease agreement.	To provide a written and signed copy of the lease agreement no later than the seventh day after tenant has signed the lease agreement.
To receive a written and signed copy of the lease agreement no later than the seventh day after tenant has signed the lease agreement.	To provide a written copy of Denver Tenant Rights and Resources [en español] at the time of signing a lease and when the landlord makes any rent demand pursuant to CRS § 13-40-104.
To receive a written copy of Denver Tenant Rights and Resources [en español] at the time of signing a lease and when a landlord makes any rent demand pursuant to CRS § 13-40-104.	Fairness in the rental application process, such as the right to get a receipt, to not be over-charged, and limits on landlords considering a tenant’s rental, credit, and arrest/criminal history.
Have the security deposit returned at the end of a lease and any deductions explained in writing within a certain time.	Maintain the property.
Protection from retaliation when making a good faith complaint about any health or safety issues in the tenant’s rental unit or for joining or participating in a Tenants’ Association or similar organization.	Make and/or pay for necessary repairs.
Right to a healthy and safe rental home which is suitable to live in.	Provide notifications in writing when the property is being transferred to a new owner, or when other changes are made that potentially affect a tenant.
Protections and limits on late fees charged for overdue rent and on rent increases.	Ensure the premises remain safe and manage other tenants who may be causing problems or who are violating the terms and conditions of their lease agreement.
The right not to be discriminated against for any protected status, like race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age.	Provide 60 days advance written notice to a tenant of a rental increase where there is no written lease agreement between the landlord and tenant.
Protections for survivors of unlawful sexual behavior, stalking, or domestic abuse.	Provide prospective tenants with disclosure of anticipated expenses or actual expenses for a rental application fee collected and return any amount not used to process a rental application within 20 days after processing.
The right to all government services, voting & school attendance, regardless of whether you rent your residence.	Provide tenants, regardless of immigration status, with the same rental processes and protections throughout the entire tenancy.
Rights and protections before and during an eviction proceeding in court.	Not to engage in criminal acts.
The right to receive free legal services and representation in an eviction proceeding if the income qualification requirements are met.	Not impose a penalty on a tenant for seeking emergency assistance at the residence for a situation involving domestic abuse, stalking, or unlawful sexual behavior.

LANDLORD INFORMATION AND THE RENTAL REGISTRY

Residential Rental License Requirement¹

The City and County of Denver began accepting residential rental license applications in March 2022, almost 10 months before the licensing requirement began for multiunit rental properties. The licensing requirement for multiunit residential rental properties began on Jan. 1, 2023. Landlords of single unit rental properties are not required to obtain a license until January 1, 2024.

Landlords are required to obtain an inspection from a [qualified third-party inspector](#) before [applying for a license](#). Unlicensed residential rental properties are subject to City citations and fines. All pertinent information regarding rental licensing can be found at denvergov.org/residentialrentals. Licensing fees range from \$50 for a single-dwelling unit to \$500 for a property with 251 units or more. Applications can be submitted through Denver's [Online Permitting and Licensing Center](#).

In February 2023, multiunit residential rental property addresses began receiving notices of violation and information regarding upcoming citations and fines if they do not apply for a residential rental license. The first fine is \$150, with a fine of \$999 if a third citation is necessary. The City may issue notice violations for properties that are unlawfully operating and will issue additional notice of violations as full enforcement of this new licensing requirement begins.

More information about the rules, licensing fees and most commonly asked questions about the residential rental license can be found [here](#). All properties are required to complete and pass an inspection from a [third-party inspector](#) before [submitting an application for the license](#). The City provides a [checklist](#) that inspectors follow.

Rental License Cost

To make the license affordable for all license applicants, the licensing fees are based on the number of units at one rental property address. The license fee is \$50 for a single dwelling unit, \$100 for two to 10 units, \$250 for 11 to 50 units, \$350 for 51 to 250 units and \$500 for 251 or more units. A residential rental license is required to be renewed once every four years, or if ownership changes.

Inspection Resources

An inspection is required to verify residential rental property units meet minimum housing standards. The City maintains an [online inspector registry list](#) of companies and individuals who have informed the City they meet qualifications to perform inspections. The City also provides [an online checklist of what inspectors will look for](#) in verifying a rental property meets minimal housing standards. Additional information about inspections, including the qualifications needed to be an inspector, is also on the webpage. Qualified inspectors can [fill out a form](#) and be [added to a list](#) the Denver Department of Excise and Licenses will maintain. Property owners and managers are responsible for confirming any inspector they hire meets all qualifications.

Required Notice to Tenants

As of Jan. 1, 2022, property owners and managers are required to provide a written lease to their tenants. A copy of [Denver Tenant Rights and Resources \[en español\]](#) must also be provided to the tenant by the owner or operator of residential rental property when any new lease is signed and/or if a rent demand is served. See the Denver Department of Excise and Licenses [residential rental property license website](#) for more information about the requirements.

Enforcement and Citation Information

Enforcement action, including citations and fines, is considered a last resort of the City. The City's hope is that landlords and property management companies who receive communication from the City about unlawful operations will take immediate action to get an inspection and apply for a license, so the City can complete its mission of ensuring minimal housing standards are met for rental properties across Denver.

¹ DRMC Chapter 27, Article VIII

APPLYING FOR A RENTAL UNIT

Many landlords have a formal process for applying to be a tenant in one of their rental properties. Tenants have many protections and rights during the application process.

Discrimination

Colorado, federal, and City of Denver laws prohibit discrimination against a potential Tenant based on a protected status or characteristic.

- **TENANT TIP:** The Colorado Fair Housing Act² protects the following status or characteristic: disability, race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, family status (children under 18 and pregnant women), national origin, ancestry, veteran or military status, or source of income. The Denver Anti-Discrimination Ordinance³ expands protection to also include ethnicity, citizenship, immigration status, age (40+ years old), and protective hairstyle.

General examples of prohibited discrimination include any of the following that occur based on a tenant's protected status or characteristic:

- Denying a tenant's rental application
- Requiring additional or different information on a tenant's application
- Charging different rent, security deposit, application fees, or other fees
- Refusing to show a rental unit or falsely stating that no rental units are available
- Offering different terms, conditions, or services to a potential tenant
- Directing or steering a tenant to specific housing or to a different area, building, or unit

The law prohibits a landlord or any of the landlord's employees from doing any of these things because of a tenants' protected status or characteristic.

Immigrant Tenant Protection Act⁴

If you are an immigrant moving to or living in the in the City and County of Denver, you may have certain protections under the Immigrant Tenant Protection Act (ITPA). Under the ITPA, a landlord is prohibited from doing any of the following:

- Landlords cannot demand, request, or collect information related to your immigration status unless the landlord is your employer
- Landlords cannot request different or additional information or documentation from a tenant based on how the landlord perceives the tenant's immigration or citizenship status
- Landlords cannot disclose or threaten to disclose information related to the immigration or citizenship status of a tenant to any person, entity, or immigration or law enforcement agency
- Landlords cannot harass, intimidate, or retaliate against a tenant for exercising their rights under the ITPA
- Landlords cannot refuse to rent or to approve a sub-tenancy based solely or in part on the immigration or citizenship status of a tenant

² CRS §§ 24-34-501 through 24-34-509

³ DRMC § 28-95

⁴ CRS §§ 38-12-1201 through 38-12-1205

RENTAL APPLICATION FAIRNESS ACT

Rental Application Fees⁵

Landlords may charge a rental application fee in connection with a prospective tenant's rental application. The rental application fee charged by a landlord must be used to cover the costs in processing the rental application and be based on (i) the actual expense the landlord incurs in processing the rental application; or (ii) the average expense the landlord incurs per prospective tenant in the course of processing multiple applications.

A landlord must provide to any prospective tenant who has paid a rental application fee either a disclosure of the landlord's anticipated expenses for which the fee will be used, or an itemization of the landlord's actual expenses incurred. If a landlord charges an amount based on the average cost of processing the rental application, the landlord shall include information regarding how that average rental application fee is determined.

If a landlord does not use the entire amount of the fee to cover costs in processing the rental application, then the landlord must return the remaining amount of the fee to the prospective tenant. A landlord may not charge a prospective tenant a rental application fee that is a different amount than a rental application fee charged to another prospective tenant who applies to rent the same dwelling unit. A rental application fee cannot be charged if a tenant provides the landlord a portable tenant screening report.

Portable Screening Report for Residential Leases⁶

A landlord must accept a portable tenant screening report (screening report) that is made directly available to the landlord from a consumer reporting agency from a prospective tenant. A screening report must have been prepared by an agency within the previous 30 days at the prospective tenant's request and expense, and include certain information about the prospective tenant. If a prospective tenant provides a screening report, the landlord cannot charge for an application fee or to access or use the screening report. Prior to collecting any tenant information that would generate an application fee, a landlord shall advise a prospective tenant that the landlord accepts screening reports and is prohibited from charging an application fee or other fee to a prospective tenant who provides a screening report.

A landlord is not required to accept a screening report or to provide the advisements required by law if the landlord does not accept more than one application fee at a time for a dwelling unit or, if a dwelling unit is rented to more than one occupant, does not accept more than one application fee at a time for each prospective tenant or tenant group for the dwelling unit, and refunds the total amount of the application fee to each prospective tenant within 20 calendar days after written communication from the prospective tenant or the landlord declining to enter into a lease.

If a prospective tenant's rental application is denied, and the landlord charged the prospective tenant an application fee to obtain a consumer report, the landlord shall provide a copy of the consumer report to the prospective tenant, along with a notice of the prospective tenant's right to dispute the accuracy of the consumer report. A landlord who violates the provisions of the bill is liable for \$2,500, plus court costs and attorney fees; except that a landlord that cures the violation within seven calendar days after receiving notice of the violation shall pay the prospective tenant a penalty of \$50 and is otherwise not liable for damages. The

⁵ CRS § 38-12-903

⁶ CRS 38-12-904

bill authorizes the Attorney General’s Office to independently initiate and bring an action to enforce the “Rental Application Fairness Act.”

Tenant’s Rental, Credit, Financial, Criminal, or Arrest History⁷

When a tenant submits a rental application to a landlord, the landlord often considers certain parts of the tenant’s history to decide whether to approve or deny the rental application.

Colorado law prohibits a landlord from considering a tenant’s rental or credit history beyond seven years from the date of the tenant’s application. For example, if a tenant has an eviction or bad credit event in their past that occurred more than seven years ago, the landlord cannot consider this when deciding to approve or deny the tenant’s application.

- **TENANT TIP:** If a landlord denies a tenant’s rental application, the tenant can request and the landlord must provide in writing the reasons for the denial. If the landlord uses a company’s system for screening tenants, the landlord must provide the tenant with a copy of the report from the screening system.

Colorado law also prohibits a landlord from considering any arrest record of a prospective tenant. A landlord also cannot consider any criminal convictions that occurred more than five years ago from the date of the tenant’s application, unless the criminal conviction relates to methamphetamine, homicide or a related offense, stalking, or requires registration as a sex offender.

If a landlord uses financial information when considering a rental application, the landlord may not inquire about the prospective tenant’s annual amount of income, except for the purpose of determining that the prospective tenant’s annual income equals or exceeds 200% of the annual cost of rent.

Landlords are prohibited from requiring a prospective tenant’s annual income to be more than 200% of the annual cost of rent. For prospective tenants with a housing subsidy, landlords can only require the prospective tenant earns 200% of the portion of rent that the prospective tenant is responsible for paying.

Violations of the Rental Application Fairness Act⁸

A landlord who violates the Rental Application Fairness Act is liable for an initial penalty of \$50 payable to an aggrieved tenant and another penalty of \$2,500 payable to the aggrieved tenant if the violation is not cured within seven calendar days after receiving notice of the violation.

⁷ CRS § 38-12-904

⁸ CRS § 38-12-905

THE LEASE

A lease is a written or spoken contract between a landlord and a tenant in which a tenant can occupy and use the landlord's property for a period in exchange for rent payments.

Once a lease is signed or orally agreed to, there is no period for either party to just walk away from the lease. Any changes that are negotiated between a landlord and a tenant after a lease has been signed should be in writing and signed by both parties.

Written Leases

In Denver, after January 1, 2022, a landlord must provide a tenant with a copy of a signed written lease for any new occupancy of a rental unit that is to last more than 30 days.⁹ The landlord must also provide the tenant of copy of the [Denver Tenant Rights and Resources \[en español\]](#) document along with the lease.¹⁰

Tenants should carefully read written leases before signing and ask any questions about what the lease says or means.

- **TENANT TIP:** Tenants have the right not to sign a lease agreement for a property the tenant does not want to live in, and a tenant cannot be forced to sign a lease agreement with terms and conditions they do not agree with.
- Immigrant, undocumented, and refugee individuals and families have the same tenant rights and protections as all Denverites.

Oral Leases

An oral lease is one that is agreed to verbally and not written down and signed. In Denver, after January 1, 2022, oral leases are not allowed for a new occupancy that is to last more than 30 days.

Oral leases can be as legally binding as a written lease. However, oral leases can cause problems because the tenant and landlord may not agree on what the terms of the oral lease were at a later point in time. It is recommended that oral agreements be written down and signed by both the tenant and landlord.

If there is no written lease and the tenant pays rent once a month, then it is generally considered a month-to-month lease.

- **TENANT TIP:** It is always best to put a lease in writing and for both the tenant and landlord to keep a copy of the signed lease in a safe place.

Pet Animal Ownership in Rental Housing¹¹

Landlords cannot ask for or receive more than \$300 as additional security deposit from prospective renters as a condition of permitting the tenant's pet animal to reside in the unit. Additionally, a landlord is prohibited from asking for or receiving additional rent from a tenant for a pet in an amount that exceeds \$35 per month or 1.5% per month of the tenant's monthly rent, whichever is greater.

⁹ DRMC § 27-240(a)

¹⁰ DRMC § 27-240(b).

¹¹ CRS § 38-12-106

Lease Terms and Provisions

Leases should include important information and agreements between the landlord and tenant, such as:

- The name of the tenant
- The address of the rental property
- How much rent is and how often rent must be paid, such as monthly
- The term of the lease, such as month-to-month or for one year
- The amount of any late fees and when rent is considered late
- The amount of any security deposit
- Any additional security deposit and/or rent for pets
- An explanation of how utilities are to be paid and by whom
- The name, address, and contact information of the landlord or the landlord's authorized agent
- What appliances are provided by the landlord in the rental unit
- How a tenant should report to the landlord any health or safety issues with the rental
- How many hours or days of written notice a landlord must provide before entering the tenant's rental unit for repairs, maintenance, inspection, etc.

Prohibited Provisions in Lease Agreements¹²

Current law says the following things cannot appear in a written rental agreement:

- An unreasonable liquidated damages clause that assigns a cost to a party stemming from an eviction notice or an eviction action for a violation of the rental agreement.
- A one-way, fee-shifting clause that awards attorney fees and court costs only to one party. Any fee-shifting clause in a rental agreement must award attorney fees to the prevailing party in a court dispute.

With certain exceptions, the law also prohibits a written rental agreement from including:

- A waiver of the right to a jury trial; the ability to pursue, bring, join, litigate, or support certain class or collective claims or actions; the implied covenant of good faith and fair dealing; or the implied covenant of quiet enjoyment.
- A provision that purports to affix any fee, damages, or penalty for a tenant's failure to provide notice of nonrenewal of a rental agreement prior to the end of the rental agreement, except for actual losses incurred by the landlord as the result of a tenant's failure to provide notice that was required in the rental agreement.
- A provision that characterizes any amount or fee set forth in the rental agreement, with the sole exception of the set monthly payment for occupancy of the premises, as "rent" for which all remedies to collect rent, including eviction, are available.
- A provision that requires a tenant to pay a fee or markup for a service billed to the landlord by a third party in an amount greater than 2% of the third party's bill or \$10.
- A provision that purports to allow a provider operating under any local, state, or federal voucher or subsidy program to commence or pursue an action for possession based solely on the nonpayment of utilities.

¹² CRS § 38-12-801

MOVING IN

Before a tenant moves in, it is best practice for the tenant and landlord to tour the property. A written list of existing damages and necessary cleaning should be prepared and signed by all tenants and the landlord.

If either party is not able or doesn't want to do this, another person should witness the inventory, sign the list, and then provide the other party with a copy of this list. Also, it is best to take photographs of individual rooms and specific items to document their condition.

- **TENANT TIP:** A check list of existing damages protects both the tenant and landlord and allows you both to have a record of the rental unit's conditions from the start. If an inventory cannot be prepared before the tenant moves in, then the tenant should create a written list of existing damages and the condition of the property on the day they move in. The tenant should send a signed and dated copy of the list to the landlord.

DURING THE RENTAL PERIOD OR TENANCY

Throughout a tenant's rental period or tenancy, some questions or issues may come up. If the tenant has a written lease, it is best for the tenant to check the lease for information related to any issues or questions the tenant has.

A tenant should also communicate with the landlord regarding any questions or issues. It may be easier to discuss some things in-person or over the phone, but it is often a good idea to communicate in writing (email, text message, etc.), so that both the tenant and landlord have a record of what was said and when. If a tenant and landlord discuss something in-person or on the phone, it is a good idea to immediately afterward write down the important things that were said and send a copy to the other party to confirm.

Rent Receipts¹³

If a tenant pays rent in-person with cash or money order, the landlord must immediately provide the tenant with a receipt showing the amount paid and the date of the payment.

If a tenant pays rent online, via the mail, or other delivery, then the landlord must provide a receipt within seven days if the tenant requests a receipt, unless there is already an existing procedure by which the tenant receives a record of their rental payments. Landlords may provide electronic receipts unless the tenant requests a paper copy receipt.

Late Fees on Rent¹⁴

Leases often require that rent be paid on or before a certain day of the month, such as 1st or 3rd. If rent is not paid by that day, the lease may allow the landlord to charge a late fee.

Colorado law limits late fees in the following ways:

- A landlord can only charge late fees on rent payments if:
 - The late fee is stated in the lease;
 - The landlord gives written notice to a tenant within 180 days after rent became due;
 - The rent payment is at least seven days late; and

¹³ CRS 38-12-802

¹⁴ CRS § 38-12-105

- The late or unpaid rent is not only the portion paid by a rent subsidy provider.
- Late fees are capped at either 5% of the past due rent or \$50, whichever is higher.
- Landlords cannot file for an eviction in court or terminate the tenancy of a tenant because the tenant has failed to pay late fees.
- Landlords cannot require a tenant to pay interest on a late fee.
- Rent payments cannot be deducted to pay off outstanding late fees.

If a landlord violates Colorado law concerning late fees, a tenant affected by the landlord’s conduct can notify the landlord in writing about the violation and demand compensation from the landlord in the amount of \$50 for each violation. A landlord has seven (7) days to correct the violation, and if the landlord refuses then the tenant can sue the landlord and seek one or more of the following remedies: (i) compensatory damages for injury or loss suffered; (ii) a penalty of at least \$150 but not more than \$1,000 for each violation; (iii) costs, including reasonably attorney fees to the prevailing party; and (iv) other equitable relief the court finds appropriate.

Rent Increases

If a lease says the amount of rent to be paid, it generally cannot be increased before the end of the lease term. For example, if a tenant signs a one year lease, a landlord cannot increase rent after only six months. Once the lease term has ended, the landlord may increase the rent. However, Colorado law prohibits a landlord from increasing rent more than once during any 12-month period of continuous occupancy by a tenant.¹⁵

If the landlord and tenant do not have a written lease agreement, then the landlord must provide the tenant with at least 60 days advance written notice of any rent increase.¹⁶

Some tenants do not have a written lease and only have a month-to-month spoken lease that either the tenant or the landlord can terminate by giving 21-days written notice that the lease will be terminated.¹⁷ Landlords cannot give this type of notice to a tenant *only* for the purpose of increasing the tenant’s rent with less than 60 days advance written notice.¹⁸

Repairing and Maintaining the Rental: The Warranty of Habitability

Before a landlord leases a residential premises to a tenant, the landlord must ensure that the residential premises is fit for human habitation. Under Colorado law, in every lease, the landlord provides a “warranty” (or a guarantee) that the rental unit is fit for humans to live there and does not have any “uninhabitable” conditions.¹⁹

Examples of things that make a rental unit “uninhabitable” are:

- Issues with plumbing, running water, hot water, or sewage
- No heat or electrical problems
- Broken exterior doors, windows, or locks
- Serious mold
- Problems with gas

¹⁵ CRS § 38-12-702

¹⁶ CRS § 38-12-701(2)(a)

¹⁷ CRS § 13-40-107(c)

¹⁸ CRS § 38-12-701(2)(b)

¹⁹ CRS §§ 38-12-501 through 38-12-511

- Infested with insects or vermin
 - Dangerous floors, ceilings, steps, or railings
 - Serious health code violations
- **TENANT TIP:** Any condition inside a tenant’s rental unit that significantly affects the tenant or tenant’s family’s health or safety is an uninhabitable condition.

Landlords are responsible for fixing these issues to make sure the rental unit remains safe and healthy to live in throughout the entire rental period. Landlords are usually not responsible for fixing issues caused by the tenant, the tenant’s guests, or issues that do not affect the tenant inside their home.

Remediation After a Natural Disaster

Warranty of habitability laws for residential premises *include damage due to an environmental public health event*. An “environmental public health event” means a natural disaster or an environmental event, such as a wildfire, a flood, or a release of toxic contaminants, that could create negative health and safety impacts for tenants that live in a nearby residential premises. A landlord must have a residential premises *remediated to a condition that complies with applicable standards from the American national standards institute for the remediation and clean-up of residential premises after damage due to an environmental public health event*.

Notifying the Landlord of a Habitability Issue²⁰

If a tenant has a habitability issue inside their rental unit that needs to be fixed or repaired, the tenant needs to notify the landlord about the issue(s) in writing and as soon as possible. A tenant should check their lease to see if the landlord requires the tenant to report any maintenance or repair issues through a specific online “portal” or email address. A tenant must retain sufficient proof of delivery of the notice.

When notifying the landlord about the problem, the tenant should include the following:

- The date the tenant sent the notice.
- Tenant’s name, address, and unit number.
- Landlord’s name and address.
- Detailed description of the issue(s). Include any photos of the issue, if possible.
- A statement that the landlord has permission to go into the unit and fix the issue.
- A signature and date on the notice.

Responding to a Tenant’s Report of a Habitability Issue

If a landlord receives a tenant’s written or electronic notice concerning a habitability issue and the notice is reasonably complete, the landlord must:

- Respond to the tenant within 24 hours stating the landlord intends to fix the issue and an estimate of when the repairs will begin and end.
- Start fixing the issue within 96 hours, or 24 hours if it’s a condition that materially interferes with the tenant’s life, health, or safety; and
- Finish fixing the issue without unreasonable delay.

²⁰ CRS § 38-12-503

Additionally, landlords cannot retaliate against a tenant for making a good faith complaint about the conditions of the residential premises.

Emergency Issues

A habitability issue is an emergency when the issue puts the tenant's health and safety at risk. When a habitability issue is an emergency, then the tenant can request, and the landlord must provide, an alternative unit or a hotel room paid for by the landlord. Tenants must continue to pay their normal rent.

For emergency issues, the landlord must respond to the tenant's report and start fixing the issue within 24 hours.

Mold

If a tenant's home has mold caused by water, moisture, or dampness, and the mold is significantly interfering with the tenant's life, health, or safety, then the tenant should report the mold to the landlord in writing.

- **TENANT TIP:** Small amounts of mold that appear in places where water or moisture is common, like the bathroom, is usually not serious enough to interfere with anyone's life, health, or safety. These very minor amounts of mold can often be cleaned or treated with household cleaning solutions that are meant for cleaning mold.

Within 96 hours after receiving reasonably complete notice, landlords must install something to contain the mold, stop any sources of water to the mold, and install a high-efficiency particulate air filtration device.

Within a reasonable amount of time, the landlord must then fix the mold problem by stopping any sources of water to the mold, drying all materials, removing or cleaning any materials that have mold, and take steps to prevent the re-growth of mold.

Repeat Issues

Sometimes when a landlord fixes an issue, it can come back and cause problems again. If the landlord has fixed an issue or condition and the same issue comes back within the next six months, then tenants may have the option to terminate their lease and move out.

Compliance with the Warranty of Habitability

If a landlord does not respond to a tenant's report of an uninhabitable condition and does not start working to fix the issue, then a tenant has certain rights and options.

- **TENANT TIP:** Some tenants believe that if the landlord does not fix issues in their home, then the tenant no longer has to pay rent. **This is not true.** Simply not paying rent to try to force the landlord to make repairs is not allowed under Colorado law.

If a landlord refuses or fails to fix a serious health and safety issue or does not respond to a tenant's notice, then a tenant **may** be able to:

- Hire a professional to fix the issue and subtract the cost from their normal rent payments. *Caution:* This option requires tenants to carefully follow specific steps and most who live in subsidized housing (i.e., Section 8/Housing Choice Vouchers or low-income housing) cannot use this option. Tenants should speak to an attorney before exercising this option.
- Terminate the lease and move out after giving the landlord between 10 to 30 days of notice and allowing the landlord five business days to start fixing the issue. Tenants should speak to an attorney before exercising this option.

- File a lawsuit in court.
 - o **Remember:** Any notices to the landlord should be done in writing. Sending a notice about fixing an issue or the tenant taking any action because the landlord has not fixed an issue should be sent in writing, signed, and dated.

Eviction and the Warranty of Habitability

If a landlord files an eviction against a tenant for not paying the rent, and the tenant previously sent the landlord written or electronic notice of a habitability issue that the landlord never fixed, the tenant may be able to defend against the eviction by using the Warranty of Habitability as an affirmative defense. A tenant must file a document titled “JDF 109 - Unlivable Conditions at Home.” Copies of this form are available online and at the courthouse. The court will order the tenant to give the court the rent that the tenant owes minus any expenses the tenant had to pay because of the landlord’s breach of the Warranty of Habitability. If a tenant is low-income, the tenant can ask for a waiver and not have to deposit any money with the court.

- o **TENANT TIP:** Always notify your landlord **in writing** when you have an unsafe condition in your home that needs to be repaired. If a landlord tries to evict a tenant for not paying the rent and the tenant never told them about the habitability issue, the Warranty of Habitability likely will not help in court.

Bed Bugs in Residential Rental Properties²¹

Landlords cannot rent properties known or reasonably suspected to have bedbug infestations. If a tenant asks, landlords must disclose if the unit had bedbugs within the last eight months, as well as the last date the unit was inspected and confirmed to be bedbug free.

If bedbugs are found, a tenant must notify the landlord in writing and keep proof that the notice was provided to the landlord. The landlord then must have the unit inspected by a qualified inspector within four days (96 hours) of the tenant’s notice. If bedbugs are present, the landlord must inspect all neighboring units. If the landlord has a unit inspected, they must provide written notice to the tenant 48 hours before the inspection and provide the results to the tenant within two days after the inspection.

The tenant cannot deny access to the unit if proper written notice is provided. Tenants who do not comply with bedbug inspection and treatment protocols are liable for costs of bedbug treatments of their unit and any neighboring units. Otherwise, the landlord is responsible for all costs associated with an inspection and treatment of bedbugs. Landlords are not required to pay for lodging costs while bedbug treatments are made or to pay for or replace personal property of a tenant.

If a landlord obtains an inspection for bedbugs, the landlord must provide written notice to the tenant within two business days after the inspection indicating whether the dwelling unit contains bed bugs. If the inspector determines that neither the dwelling unit nor any adjacent dwelling units contain bed bugs, the notice provided by the landlord must inform the tenant that if the tenant remains concerned that the dwelling unit contains bedbugs then the tenant may contact the local health department to report such concerns. If an inspector determines that a dwelling unit or any adjacent dwelling unit contains bedbugs, then not later than five business days after the date of inspection, the landlord must begin reasonable measures to effectively treat the bedbugs.

²¹ CRS §§ 38-12-1001 through 38-12-1007

Generally, a landlord is responsible for all costs associated with inspection for and treatment of bedbugs. Your landlord is not required to provide you with a different place to stay during the inspection and treatment process.

Discrimination and Retaliation

Colorado law says that a landlord can't retaliate against a tenant because of certain protected activities, statuses, or characteristics.

The Colorado Fair Housing Act protects the following statuses or characteristics: disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, family status (including children under 18 and pregnant women), veteran or military status, religion, national origin, ancestry, or source of income. The Denver Anti-Discrimination Ordinance expands protection to also include ethnicity, citizenship, immigration status, age (40+ years old), and protective hairstyle.

The Federal Fair Housing Act bans discrimination on the basis of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, or disability.

If a tenant believes they have been discriminated against under the Colorado Fair Housing Act, they should contact the Colorado Civil Rights Division at 1-800-262-4845 (toll free) or 303-894-2997, which is located at 1560 Broadway, Ste. 1050, Denver, CO 80202. Their website is <http://www.dora.state.co.us/civil-rights/>.

If a tenant believes they were discriminated against under the federal Fair Housing Act, they can contact the Denver Metro Fair Housing Center (DMFHC) at 720-279-4291, located at 3280 Downing Street, Suite B, Denver, CO 80205. <http://www.dmfhc.org>. They may also contact the Colorado Office of the Department of Housing and Urban Development (HUD) at 1-800-877-7353 (toll free) or 303-672-5437 and located at 1670 Broadway, Denver, CO 80202. <http://portal.hud.gov/hudportal/HUD?src=/states/colorado/>.

If a tenant believes they were discriminated against under the Denver Anti-Discrimination Ordinance, they should contact the Denver Anti-Discrimination Office (DADO). Information about DADO can be found at: <https://www.denvergov.org/Government/Agencies-Departments-Offices/Human-Rights-Community-Partnerships/Divisions-Offices/Anti-Discrimination-Office>.

- **TENANT TIP:** If you believe you've been discriminated against, be sure to contact Denver Metro Fair Housing Center, HUD, or Colorado Civil Rights Division.

Landlords cannot retaliate against a tenant by increasing rent, decreasing services or by filing or threatening to file for an eviction for any of the following protected activities²²:

1. Because the tenant has made a good faith complaint to the landlord or any governmental agency about a habitability issue in their home; or
2. Because the tenant is organizing or is a member of a Tenants' Association or similar organization.

If a landlord retaliates because the tenant has engaged in one of these protected activities, then a tenant can terminate their lease and recover up to three months' rent or three times the tenant's actual damages, whichever is higher, and reasonable attorney fees and costs.

²² CRS § 38-12-509

Privacy

Colorado law gives tenants a right to legally use the rental property, which protects tenants' privacy.

Landlords may enter the rental property to inspect, do repair work, or show the unit to prospective buyers or renters. Generally, landlords can enter without any notice to the tenant in cases of emergency. The tenant and landlord should agree beforehand and put in the lease how much advanced notice a landlord must provide to a tenant before entering for routine maintenance or tours (i.e., 24 or 48 hours).

If the tenant believes that the landlord is interfering with their right to privacy, the tenant should try to negotiate with the landlord. If they can't agree, the advice of an attorney should be sought, or mediation can be requested through Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151). See Resources.

Roommates

When more than one tenant signs a lease, they are each responsible for the terms of the entire lease. Each tenant is individually responsible for the entire rent, all damage to the property (even if the other tenant caused the damage), or any other responsibilities under the lease. Landlords can evict all tenants if the entire rent is not paid or the terms of the lease are violated.

Subleases and Assignments

A sublease is a separate agreement between the tenant and a new tenant that doesn't remove the original tenant's obligations under the lease. Many times, subleases are not permitted in the lease. For example, if a subtenant doesn't pay rent, then the landlord may sue the original tenant, the subtenant, or both.

An assignment is a contract between the original tenant and a second tenant which removes the original tenant's obligations under the lease. If the second tenant doesn't pay rent, the landlord may only sue that tenant.

Generally, tenants cannot sublet or assign the lease without the landlord's approval unless the lease provides otherwise. The landlord cannot unreasonably withhold consent to the tenant subletting or assigning the lease.

When the Rental Property is Sold

When rental property is sold, the new owner becomes the new landlord and is subject to all of the obligations of the previous landlord owner unless the lease states otherwise.

TERMINATION OF THE LEASE

Termination is either the end of the lease term without it automatically renewing, or if both parties agree to end the lease before the end of the term. If a lease has a specific end date or a lease period that does not automatically renew, then the lease ends on that specific date or when the lease period is over. The tenant should move out on or shortly before this end date and be sure to pay rent that is owed through that date.

- **TENANT TIP:** If a tenant is unsure of when their lease ends, check the lease. If the tenant does or doesn't want to stay past this date, check the lease and communicate with the landlord several months in advance. Some leases require that a tenant notify the landlord in writing several months before the end of the lease if the tenant wants to renew or not renew the lease.

A tenant should read their lease and pay close attention to the details. Many leases automatically renew for another year or turn into a month-to-month lease after the initial period ends unless the tenant notifies the landlord in advance that the tenant does not want to renew.

Terminating a Month-to-Month Lease

A month-to-month lease is a rental agreement that lasts for one month and automatically renews for another month until properly terminated by either party with written notice.

If there is no written lease and the tenant pays rent once a month, it is considered a month-to-month lease.

A tenant or landlord can terminate a month-to-month lease by giving written notice at least 21 days before the end of the monthly tenancy. If less than 21 days' notice is given, then an additional month is automatically added to the lease.

Exceptions for Lease Terminations

There are two situations that may allow for a tenant to end a lease early:

1. if the tenant is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse,²³ or
2. if the tenant is an active military member.²⁴

In the case of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, the tenant must be seeking to leave the premises out of fear that they or any children are in danger. The tenant must notify the landlord in writing that the tenant is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse and provide a copy of either a police report dated within 60 days of the notice, a valid protection order, or a written statement from a medical professional or application assistant who has consulted with the victim.

If a tenant terminates a lease as a result of unlawful sexual behavior, stalking, or domestic abuse, the tenant is responsible for one month's rent following departure of the premises, which is due to the landlord within 90 days after the tenant leaves.

If the tenant is a member of the military or joins the military, they may terminate a lease if the tenant is called for active duty and/or is deployed. The tenant must provide written notice of termination to the landlord with a copy of the tenant's military orders. The lease termination is effective 30 days after the first date on which the next rental payment is due after the notice is delivered to the landlord.

²³ CRS § 38-12-402

²⁴ 50 USC § 3955

EVICTIION

A legal eviction occurs when a court orders a tenant to leave the rental property. Only a Sheriff may enforce this court order and landlords can never evict without a court order and a Sheriff present.

The court process for an eviction is called a “Forcible Entry and Detainer” or an “Unlawful Detainer” action.

Types of Demands and Notices

The five most common reasons for a landlord seeking to evict a tenant are:

1. Tenant has not paid the rent;
2. Tenant has broken the terms of the lease or other property rules and has not corrected the violation or complied with the lease term or rule;
3. Tenant has committed a repeat violation of the terms of the lease or other property rules;
4. Tenant has committed a “substantial violation” such as violent or drug-related criminal acts; and/or
5. Tenant has stayed past the expiration of their lease and the landlord has not accepted rent and the lease did not renew.

Most of these reasons for an eviction require some type of written notice or demand be given to the tenant first.

Demand for Rent or Possession

Before a landlord may file for an eviction in court because the tenant has not paid rent, the landlord must provide a Demand for Rent or Possession (or similar written demand) to the tenant. Colorado law requires that most tenants receive a 10-Day Demand for Rent or Possession. If the tenant pays what they owe within the 10-day period, then the landlord must accept the payment and cannot file an eviction lawsuit. If a tenant moves out within the 10-day period, the landlord cannot file an eviction lawsuit.

If the tenant does not pay the amount of rent that they owe within the 10-day period, then the landlord can file an eviction lawsuit in court.

In Denver, when a landlord provides a tenant with a Demand for Rent or Possession (or a similar notice or demand for rent), the landlord must also provide a written copy of [Denver Tenant Rights and Resources \[en español\]](#).

The burden is on the landlord to show in court that the tenant did not pay rent.

Demand for Compliance or Possession

Before a landlord may file for an eviction in court because the tenant has violated a lease term or broken a rule, the landlord must provide a Demand for Compliance or Possession (or similar written demand) to the tenant. Colorado law requires that most tenants receive a 10-Day Demand for Compliance or Possession. If the tenant resolves or cures the lease or rule violation within the 10-day period, then the landlord cannot file an eviction lawsuit. If a tenant moves out within the 10-day period, the landlord cannot file an eviction lawsuit.

If the tenant does not resolve or cure the lease/rule violation within the 10-day period, then the landlord can file an eviction lawsuit in court.

The burden is on the landlord to show in court that the tenant committed the lease or rule violation and failed to resolve or cure the violation.

Notice of Vacating Building²⁵

If the owner of a building with at least four or more units (like a hotel, motel or other structure with rooms rented separately for residential occupancy) intends to vacate the building to do remodeling, demolition, change its use, or to sell the property, then all residents are entitled to at least **30 days' notice**. In addition to the written notice, there must also be a posted notice on each entrance of the building and a copy of the notice to vacate must be filed with the City Clerk.

Notice of Repeat Violation²⁶

If a landlord has already given the tenant a 10-day demand because of a lease or rule violation and the tenant breaks the same lease term or rule again, then the landlord can give the tenant a Notice of Repeat Violation (or similar written notice). This notice requires the tenant move out within the next **10 days**. If the tenant does not move out, the landlord can file an eviction lawsuit.

The burden is on the landlord to show in court that the tenant received prior notice of the lease or rule violation and that the tenant committed a repeat violation.

Substantial Violation²⁷

If a tenant commits a “substantial violation” as defined in Colorado law, then the landlord can give the tenant a “Notice to Quit for Substantial Violation” (or similar written notice). This notice requires the tenant move out within **3 days**. If the tenant does not move out, the landlord can file an eviction lawsuit.

A “substantial violation” is generally any act by a tenant or any of the tenant’s guest(s) that occurs on or near the rental property that intentionally and seriously endangers the landlord’s property or the safety of neighbors or is a violent or drug-related felony.

The burden is on the Landlord to show in court that the tenant or the tenant’s guest(s) committed the “substantial violation.”

Staying Past the Expiration of the Lease

If a tenant’s lease expires on a certain date or after a certain period of time and does not automatically renew, and the tenant stays in the rental unit past that date, then the landlord can choose to either renew the tenancy or file an eviction lawsuit. For example, if the landlord has given a tenant with a month-to-month lease a proper 21-day notice to vacate, and the tenant does not move out, then the landlord can file an eviction lawsuit.

Generally, if the landlord accepts rent payments from the tenant after the lease has expired, this means the landlord has renewed the tenancy. If the landlord does not accept any rent payments, the landlord can file an eviction lawsuit.

The burden is on the landlord to show in court that the tenant’s lease expired, did not automatically renew, and the landlord did not do anything to renew the tenancy.

²⁵ DRMC § 27-31

²⁶ CRS §13-40-104(e.5)(II)

²⁷ CRS § 13-40-107.5

Overview of Eviction Process

An eviction is a multi-step court process that landlords must follow to legally remove a tenant from a rental property.

Step 1: Notice or Demand Provided to Tenant

The landlord must give a proper written notice or demand to the tenant. Which notice or demand is the right one depends on the reason for the eviction. See *Types of Notices and Demands* section below.

Step 2: Eviction Complaint is Filed in Court and Served

If the tenant does not move out or comply with the landlord's written demand, then the landlord may file paperwork with the court to continue the eviction process. The landlord must file a "Complaint" explaining the reason for seeking an eviction and provide a copy of the Complaint and a Summons to the tenant.

Step 3: Court Hearing on Eviction

The court clerk will schedule an initial hearing for a date that is seven (7) to 14 days after the initial filing of the Complaint, but the tenant must have received the Summons and Complaint at least seven (7) days before the hearing. Landlords can provide the tenant with the Summons and Complaint by either having a process server hand it to them or by posting the Summons and Complaint in a conspicuous place on the rental property and mailing a copy to the tenant.

The date listed on the Summons is when a tenant must file their Answer. The Answer must be filed either on or before the date in the Summons. It is usually a good idea to file early and not wait until the day it is due. If the tenant does not come to court for the initial hearing and does not file an Answer to the Complaint with the court on or before their court date, the court may automatically grant default judgment in favor of the landlord. This will result in a Writ of Restitution being issued and the tenant can be removed from the rental property. If a tenant misses their court date and the deadline to file an Answer, and the court issues a default judgment, the tenant can file a "Motion to Set Aside Default Judgment." In this motion, the tenant is asking the court to cancel the default judgment and the tenant must explain in detail why they missed their court date and why the landlord should not be able to evict them.

If the tenant does appear in court and files an Answer on time, there are several options:

1. Tenants can file their Answer in court at any time on or before the day the Answer is due. Then the court must set the trial at least seven (7) days and no more than 10 days after the Answer is filed.
2. The tenant can agree to voluntarily vacate the property, or the tenant and landlord can agree to certain terms that allow for the tenant to stay in the unit. If such an agreement is reached, it should be put in writing in the form of a "Stipulation for Forcible Entry and Detainer (FED)/Eviction" (JDF 102) and filed with the court. The court can also suggest mediation for the parties to resolve any lease issues.
3. If the tenant owes rent, then they can pay the landlord all the rent they owe and stop the eviction at any time before the judge issues a judgment. To benefit from this right, the tenant must pay all the rent they owe before the judge issues a judgment.

If the tenant and landlord can't reach an agreement or otherwise resolve the eviction lawsuit, the case will go to trial. At trial, both parties will have a chance to present evidence to support their claims.

Step 4: Writ of Restitution (Eviction Order) Issued

If the tenant and landlord cannot come to an agreement or the tenant cannot pay what they owe and the court awards a judgment in favor of the landlord, then 48 hours later the court will issue a "Writ of Restitution." This is the eviction order that a landlord must have to legally evict a tenant.

Step 5: Physical Eviction of Tenant and Personal Property

If the landlord receives a judgment and Writ of Restitution from the court, then 10 days after the judgment (and about eight (8) days after the Writ of Restitution), the landlord can have a sheriff's deputy come to the rental property and the landlord can remove the tenant and their personal belongings from the property.

Eviction Protections for Residential Tenants Receiving Certain Types of Financial Assistance

As of June 2023, a landlord and residential tenant must participate in mandatory mediation prior to commencing an eviction action if the residential tenant receives any of the following:

- supplemental security income;
- federal social security disability insurance; or
- cash assistance through the Colorado Works program.

The law requires a written demand for compliance or possession, or a written demand for rent or possession to include a statement that: a residential tenant who receives supplemental security income, social security disability insurance, or cash assistance through the Colorado Works program has a right to mediation prior to the landlord filing an eviction complaint with the court.

Additionally, the law prohibits a written rental agreement from including a waiver of mandatory mediation or a clause that allows a landlord to recoup any costs associated with mandatory mediation. A law enforcement officer cannot execute a writ of restitution against a residential tenant for at least 30 days after the entry of judgment if the residential tenant receives cash assistance, except in the case in which a court has ordered a judgment for possession for a substantial violation or in the case of a landlord with 5 or fewer single-family rental homes and no more than five total rental units.

Exemptions from Mandatory Mediation:

The landlord and residential tenant do not have to participate in mediation if:

1. The residential tenant does not disclose or declined to disclose in writing to the landlord that the residential tenant receives supplemental security income, social security disability income, or cash assistance through the Colorado Works program; or
2. The complainant is a 501(c)(3) nonprofit organization that offers opportunities for mediation to residential tenants; or
3. The complainant is a landlord with five or fewer single-family rental homes and no more than five total rental units.

Failure to comply with mandatory mediation is an affirmative defense in an eviction case.

Remote Participation In Evictions

Colorado law requires the court to allow either party or any witness to choose to appear in person or remotely at any return, conference, hearing, trial, or other court proceeding.

It also authorizes a pro se defendant to file an answer electronically through an e-filing system; and authorizes either party, if the party is pro se, to file a motion or other documents electronically through an e-filing system.

The court is prohibited from assessing an e-filing fee or service fee on a motion to waive filing fees, or from assessing an e-filing fee, service fee, or any other fee associated with the electronic filing or e-mailing of motions, answers, or documents for an indigent party.

The court is required to comply with federal and state law or regulations, including supreme court directive or policy, regarding the provision of accommodation for people with a disability or for people with limited English proficiency.

How to Indicate Remote or In-Person Participation:

Colorado law requires the complaint to include a designation of whether the plaintiff elects to participate in any hearing in person or remotely, and a box indicating if the eviction is for a residential or commercial tenancy.

Colorado requires the summons to include a statement in bold-faced type notifying the defendant (i.e., the tenant) that either party has a right to appear in person or remotely, include a place for the defendant to indicate whether the defendant will appear in person or remotely, and provide information for how a pro se party can file documents related to the case.

Technology Malfunction Procedures

For parties appearing remotely for eviction proceedings, if the party is disconnected or there is a technology failure the court has to make all reasonable efforts to contact the party and allow reasonable time for the party to reestablish connection.

If the party is unable to reestablish connection, the law requires the court to reschedule the hearing for the first available in-person date after the date of the originally scheduled hearing, but no later than one week after the originally scheduled hearing, to the extent practicable.

The court cannot enter a default judgment if a party is unable to participate remotely due to a technological disconnection or failure.

Tenant Resources for Evictions

If a tenant is facing an eviction, there are free or low-cost legal services available. The City and County of Denver provides funding for free legal services for low and moderate-income individuals facing an eviction.

Information on free legal services can be obtained at denvergov.org/EvictionHelp and from:

- Colorado Legal Services (primary provider): 303-837-1313 or www.coloradolegalservices.org
- Colorado Affordable Legal Services: 303-996-0010 or www.coloradoaffordablelegal.com
- Colorado Poverty Law Project: 720-772-9762 or www.copovertylawproject.org
- Colorado Economic Defense Project: 303-838-1200 or www.cedproject.org

If a tenant is facing an eviction due to nonpayment of rent, there are resources available to help. Colorado Housing Connects can provide information and applications for programs a tenant may qualify for. Call 1-844-926-6632 or visit coloradohousingconnects.org.

AFTER MOVING OUT OR AN EVICTION

Tenant's Personal Property

The landlord is generally not responsible for damage to the tenant's personal property. The tenant should consider purchasing renter's insurance to protect personal property during the tenancy. Generally, if the tenant's personal property is lost or damaged during a lawful eviction, the landlord is not responsible.

If the tenant vacates the premises and leaves behind any personal possessions, the landlord may sell those items provided the tenant has not contacted the landlord for 30 days, the landlord has received no indication that the tenant has not abandoned the possessions, and the landlord gives at least 15 days written notice to the last known address of the tenant prior to selling the items. The lease may provide another method for what the landlord can do with any personal property that the tenant leaves behind.

Rent Payments After Moving Out or Eviction

If a tenant's lease has been properly terminated or expired on its own terms and the tenant has moved out in time, the tenant is not liable for any rent after the termination or expiration date. The tenant must still pay any rent that became due *before* the termination or expiration date of the lease.

If the tenant has been properly evicted through the court process, the tenant will owe any rent that became due before the eviction. The tenant may also have to pay monetary damages to the landlord for an amount of time that the rental unit remains empty after the eviction. However, landlords must make a reasonable effort to re-rent the rental property to a replacement tenant.

If the tenant wants to move out before the end of their lease, the tenant should read over their lease to see if there are any terms or fees for breaking a lease early. Many leases impose a lease break fee on tenants who break their leases by moving out early. If the tenant moves out early, the tenant will still be responsible for paying any lease break fee or the monthly rent for the property until the landlord finds a replacement tenant. Landlords must make reasonable efforts to re-rent the rental property to a replacement tenant. Once a replacement tenant is found and starts paying rent, the prior tenant who moved out early usually is no longer responsible for the rent.

There are two situations that may allow for a tenant to end a lease early without having to pay a lease break fee or continue to pay rent until a replacement tenant is found:

1. If the tenant is a victim of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, or
2. If the tenant is an active military member. See page [9](#) for more information.

Tenants can also negotiate a "Mutual Lease Recission" with their landlord. This is an agreement between the tenant and landlord to end the lease early and on terms agreed upon by both parties.

If the tenant moves out or is evicted and still owes rent, the landlord can choose to subtract the rent owed from the tenant's security deposit.

Security Deposits²⁸

Security deposits are a deposit of money a tenant pays at the beginning of their tenancy to the landlord to secure the performance of the lease. A security deposit may not exceed the amount of two monthly rental payments under the agreement.

After the termination of the lease or return of the property to the landlord, the landlord must either return the tenant's security deposit in full or provide the tenant with a written statement explaining any deductions from the security deposit and any amount left over after the deductions.

The return of the security deposit or written statement listing deductions must be provided to the tenant within either 30 days after the termination of the lease or return of the property to the landlord, or within up to 60 days if the lease specifies this longer period of time. A tenant should read their lease to see if it extends the time for the landlord to return the security deposit up to 60 days. If the lease does not say, then the landlord has 30 days. A landlord forfeits the right to withhold any portion of the security deposit if the landlord fails to provide a written statement within the required time period.

Landlords can deduct from the tenant's security deposit amounts for unpaid rent, unpaid utilities, repair work due to damage caused by the tenant beyond normal wear and tear, cleaning that the tenant agreed to pay for, or expenses incurred due to a tenant violating the lease terms.

Landlords cannot deduct from the tenant's security deposit any amount for normal wear and tear. Normal wear and tear are the minor damage that occurs during the normal and everyday use of the rental property. Examples of wear and tear are carpet fading, paint chips, grout discoloration, and small dings in the floor. It does not include significant damage caused intentionally or due to carelessness or accident.

If the landlord deducts any amount and provides a written statement explaining the exact reasons for any deductions, the landlord must send that written statement to the tenant's last known address. Tenants should provide their next mailing address to their landlord in writing and before they move out.

Options for Wrongfully Withheld Security Deposit

If the landlord does not return the security deposit or does not send a detailed written statement of deductions on time, or if the tenant disagrees with the landlord on the amount deducted, the tenant has legal options.

First, a tenant should send a certified letter, return receipt requested, to the landlord and keep a copy of it and the certified mail receipt. This letter should state that the tenant will sue the landlord for three times the amount of the security deposit currently being withheld by the landlord if the security deposit is not returned to the tenant within **seven days** of the receipt of the letter. The letter must give the landlord seven days to return the amount wrongfully being withheld.

The letter must also state the address of the property, the dates of the tenant's occupancy, the amount of the security deposit paid, the tenant's mailing address, and a statement by the tenant explaining any disagreement with deductions from the security deposit.

²⁸ CRS §§ 38-12-101 through 38-12-105

Second, if the landlord does not return the security deposit within the seven days, the tenant may sue the landlord in court. The tenant may request three times the amount of the security deposit that has been withheld plus reasonable attorney's fees and court costs.

The landlord may counterclaim against the tenant for any damages caused by the tenant. Leases often state that the loser in a court action is responsible to pay the winner's attorney fees.

MEDIATION

Many landlord/tenant disputes can be solved by one party approaching the other with the goal of finding a solution. Landlords and tenants should be sure to read the lease in detail and keep good records of any and all communications with the other party (including emails, notes from telephone calls, letters, and photographs.)

If direct negotiation isn't successful, mediation is often the next best alternative. Mediation is an assisted negotiation process in which a neutral mediator helps the parties communicate and listen to each other's point of view, develop a list of issues to be resolved, and negotiate a settlement that meets both parties' needs. Agreements reached in mediation are written down by the mediator and signed by the parties. For more information, go to <https://coloradohousingconnects.org/> or call Colorado Housing Connects at 1- 844-926-6632.

Throughout the entire landlord and tenant relationship, it is generally best if both parties maintain good records, with notes and copies of all documents related to the tenancy. This will allow for any disputes to be resolved more quickly and easily. Overall, anytime there is a dispute, it is highly recommended that both parties talk to each other and try to understand the other side's point of view before seeking legal action. A relationship built on mutual respect seeks to ensure a fair and reasonable outcome for both parties and will help make the landlord/ tenant experience a successful and mutually beneficial one.

RESOURCES

City/County Departments

Denver Development Services (code violations, zoning inspections, neighborhood inspections, wastewater SUDP inspections)	311
Police (general non-emergency help)	720-913-2000
Denver Human Services	720-944-3666
Denver District Court Pro-Se and Self-Help Center	720-865-8440
Denver Development Services Inspector	720-865-2505
Denver Housing Authority	720-932-3000
Denver Community Planning and Development	720-865-2915
Denver Environmental Health	720-865-5365
Denver Anti-Discrimination Office	720-913-8458
Denver Commission on Aging	720-913-8450
Animal Control	720-913-1311
Colorado Housing Connects	844-926-6632

Mediation Services

Colorado Housing Connects	844-926-6632
Community Mediation Concepts	303-651-6534
Conflict Resolution Services	303-355-2314
Court Mediation Services	303-322-6750
Mediation Association of Colorado	303-322-9275

Legal Resources

Colorado Affordable Legal Services	303-996-0010
Colorado Poverty Law Project	720-500-2587
Colorado Economic Defense Project	
Denver Bar Association	303-860-1115
Colorado Legal Services	303-837-1313
Rocky Mountain Legal Center	720-242-8642
University of Denver Student Legal Services	303-871-6140
Judicial Branch State of Colorado (Eviction and Small Claims Instructions)	303-441-4749
Apartment Association of Metro Denver	303-329-3300
Denver Metro Fair Housing Center (DMFHC)	720-279-4291

GLOSSARY AND DEFINITIONS

ACCESSORY DWELLING UNIT – A legal term for a secondary house or apartment with its own kitchen, living area and separate entrance that shares the building lot of a larger, primary house.

ANSWER – A written response that a tenant may file with the court in response to a landlord’s “Complaint” asking for an eviction in court. An answer should usually explain why a tenant has a right to remain in the rental unit and if the tenant has a counterclaim against the landlord. If a tenant does not file an answer, a court may enter a default judgment against the tenant.

ASSIGNMENT – A complete transfer to someone else of the right to be the tenant for the remainder of the term under the lease. This is similar but different from a sublease. An assignment often requires the prior permission of the landlord.

CERTIFIED LETTER – A special service that provides the letter-sender proof that the letter was mailed. A certified letter is used by the sender because they want a record of the recipient getting it. Certified letters can be sent through the U.S. Postal Service.

COLORADO FAIR HOUSING ACT – The Colorado Fair Housing Act prohibits housing discrimination on the basis of disability, race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, family status (children under 18 and pregnant women), national origin, ancestry, or source of income.

COUNTERCLAIM – A legal claim made by a defendant in court that is against an opposing party who has already sued the defendant.

DEMAND FOR RENT OR POSSESSION – A written and signed demand that a tenant either pay unpaid rent that is owed or move out within the time stated in the demand. The most common demands are 10-day demands, which means a tenant must pay unpaid rent or move out within 10 days or else the landlord may go to court to ask for an eviction.

DEMAND FOR COMPLIANCE OR POSSESSION – A written and signed demand that a tenant either correct a violation of the lease terms and/or property rules or move out within the time stated in the demand. Sometimes a Demand for Compliance or Possession is used to demand unpaid rent as well (see “Demand for Rent or Possession” above).

DEFAULT JUDGMENT – An automatic judgment against a party who does not file an answer or come to court on their court date. For example, if a tenant does not file an answer on or before their court date and does not go to court on their court date, the court may enter a default judgment against the tenant and allow the Landlord to evict the tenant.

DENVER ANTI-DISCRIMINATION ORDINANCE – The Denver Anti-Discrimination Ordinance prohibits housing discrimination on the basis of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender expression, gender identity, marital status, source of income, military status, family status, protective hairstyle, or disability of any individual.

DWELLING UNIT – A structure or the part of a structure that is used as a home, residence, or sleeping place by a Tenant, including a mobile home.

EVICTION – Also known as a “Forcible Entry and Detainer.” Occurs when a court orders a tenant to leave a residential property. If the tenant fails to leave the property within a certain number of days after the court order, the landlord can schedule law enforcement to assist in physically removing the tenant and any of the tenant’s belongings from the property.

FEDERAL FAIR HOUSING ACT – The federal Fair Housing Act prohibits discrimination on the basis race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, or disability.

FORCIBLE ENTRY AND DETAINER (FED) – Also known as an eviction action. A court process of determining whether a landlord has a legal right to have the tenant removed from the rental unit. Landlords must follow a specific process to evict a tenant. A landlord must use the court process to evict a tenant and the landlord is prohibited from illegally evicting the tenant themselves (see “Self-Help Eviction”).

HOLD OVER – When a tenant remains in a rental unit after the tenancy or lease has expired and not been renewed. Many leases have a section about what the agreement and rent will be if a tenant holds over.

LANDLORD – A person who is the owner, manager, lessor, or sublessor of a rental unit or property.

LEASE – Also known as a rental agreement. A written or oral contract between the landlord and the tenant where the tenant can possess and use the landlord’s rental property for a period of time, usually in exchange for rent payments.

LIABILITY – The state of being responsible for something, especially by law.

MEDIATION – An opportunity to sit down with a professional who will help parties discuss issues and concerns in a confidential manner, identify options that work for both the landlord and the tenant, and put the agreement in writing. Mediation can save time and money and help identify solutions that both the landlord and the tenant can agree on.

MOLD – Microscopic organisms or fungi that can grow in damp conditions in the interior of a building.

MONTH-TO-MONTH LEASE – A lease for a one-month period that is renewed automatically each month for another month until properly terminated by either party with written notice.

MULTIUNIT DWELLING – Three or more dwelling units contained in a single structure.

NORMAL WEAR AND TEAR – The expected minor damage that occurs from everyday use of a rental unit, such as carpet fading, paint chips, grout discoloration, and small dings in the floor. This does not include significant damage caused by carelessness, accident, or abuse.

NOTICE TO QUIT – A written notice given by a Landlord to a tenant or from a tenant to a landlord to end a tenancy. There are certain types of Notices to Quit, such as a notice to end a month-to-month tenancy, a notice based on violation(s) of the lease terms, or a notice based on a “Substantial Violation” that is generally an act of violence or a drug-related felony.

OCCUPANCY – To live in and control access to a space, room, or structure, such as a rental unit.

ORDINANCE – Laws enacted by a municipal authority, such as the City of Denver.

POSSESSION OF PREMISES – To have “possession” of a rental unit most commonly means to occupy, live in, and/or control who can enter a rental unit. To return “possession of the premises” from a tenant to the landlord is to remove the tenant and give control back to the landlord.

PREMISES – The building, structure, rental unit or room, as well as any land included in the rental, such as a yard or driveway.

REASONABLE ATTORNEY FEES AND COSTS OF A LAWSUIT – If a tenant or landlord sues or countersues the other, the lease and/or certain laws may require or allow the losing side to pay the winning side’s “reasonable” attorney fees and the costs of a lawsuit (such as filing fees). What is “reasonable” is determined by the court.

RENTAL AGREEMENT – Also known as a lease. A written or oral contract between the landlord and the tenant where the tenant can possess and use the landlord’s property for a period of time, usually in exchange for rent payments.

RENT SUBSIDY PROVIDER – A public or private entity, including a public housing authority, that provides ongoing financial assistance to a landlord on behalf of a tenant and for the purpose of subsidizing rent.

RESIDENCE – A person’s home; the place where someone lives.

RESIDENTIAL PREMISES – A structure used as a person’s residence and any surrounding property that is included, such as a yard or driveway.

RESIDENTIAL RENTAL PROPERTY – Any building, structure, or accessory dwelling unit that is rented or offered for rent as a residence, not including on-campus college housing.

RESIDENTIAL RENTAL PROPERTY LICENSE – A license that allows a landlord in the City of Denver to rent out their property. A landlord must apply for this license with the City of Denver and the rental property must follow certain requirements and pass inspections for the landlord to get and keep the license.

SECURITY DEPOSIT – A deposit of money to secure the performance of a lease for a residential rental property. Typically used to cover the cost of any damage, other than normal wear and tear, left behind after a tenant moves out.

SECURITY DEPOSIT DEDUCTIONS – The amount of money that the landlord is allowed to deduct from the security deposit after the tenant moves out.

SELF-HELP EVICTION – Also called an illegal “lock out.” When a landlord illegally removes or excludes a tenant without a court order carried out by law enforcement. This includes changing the locks, shutting off utilities, removing doors, windows, or locks from the rental unit, or otherwise illegally removing a tenant or blocking a tenant from accessing their rental unit.

SINGLE UNIT DWELLING – One dwelling unit contained in a single structure.

SOURCE OF INCOME – Any legal and verifiable source of money paid directly, indirectly, or on behalf of a person, such as wages from a job, child support, or assistance from a government or charity program, like a housing voucher or rental assistance.

SUBLEASE – A lease granted by a tenant to a different tenant to occupy the rental unit for a period of time shorter than the remainder of the term under the lease. A sublease often requires prior permission from the landlord.

SUBSTANTIAL VIOLATION - Generally, any act by a tenant or any of the tenant’s guests that occurs on or near the rental property that intentionally and seriously endangers the landlord’s property or the safety of neighbors or is a violent or drug-related felony.

SUMMONS AND COMPLAINT – Documents filed by a landlord with the court if a landlord wants to evict a tenant. The landlord must serve a copy of the Summons and Complaint on the Tenant. The Complaint should explain why the landlord wants to evict the tenant and the Summons should state what date and time the tenant must come to court or file an Answer.

TENANT – A person entitled under a lease to occupy a dwelling unit.

TERM - The amount of time the lease is for, such as one year or one month.

TERMINATION OF A LEASE – The ending of the landlord and tenant relationship before the term expires under the lease.

TWO-UNIT DWELLING – Two dwelling units contained in a single structure.

UNINHABITABLE CONDITION – Generally, these are conditions or issues in a rental unit that make it not healthy or safe for humans to live in the unit and/or are defined by Colorado law to be “uninhabitable.”

WARRANTY OF HABITABILITY – Under Colorado law, in every lease the landlord provides a “warranty” (a guarantee) that the residential premises is fit for humans to live there and does not have any uninhabitable conditions. If a tenant notifies the landlord that there is an uninhabitable condition that needs to be fixed or repaired, the landlord must respond and begin correcting the condition within certain timeframes set by law.

WRIT OF RESTITUTION – A court order that allows a sheriff’s deputy to remove a tenant from a rental property. This is the court order a landlord must get to physically evict a tenant.