

HOUSE COMMITTEE OF REFERENCE REPORT

Chair of Committee

February 14, 2024
Date

Committee on Transportation, Housing & Local Government.

After consideration on the merits, the Committee recommends the following:

HB24-1098 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend printed bill, page 4, strike lines 4 through 13.

2 Renumber succeeding subsections accordingly.

3 Page 5, strike lines 11 and 12 and substitute:

4 "(b) PURSUANT TO A RENTAL AGREEMENT OR OTHER OCCUPANCY
5 AGREEMENT IF THE TENANT OF THE RENTAL AGREEMENT OR OTHER
6 OCCUPANCY AGREEMENT IS RENTING THE RESIDENTIAL PREMISES FOR
7 LESS".

8 Page 6, line 21, strike "OR".

9 Page 6, strike lines 23 through 25 and substitute "PREMISES IF THE OWNER
10 OR MASTER TENANT LIVES IN AND MAINTAINS THE RESIDENTIAL PREMISES
11 AS THE OWNER'S OR MASTER TENANT'S PRIMARY RESIDENCE OR IF THE
12 OWNER OF THE RESIDENTIAL PREMISES LIVES IN A PROPERTY THAT IS
13 ADJACENT TO THE RESIDENTIAL PREMISES AND THAT THE OWNER
14 MAINTAINS AS THE OWNER'S PRIMARY RESIDENCE AND THE RESIDENTIAL
15 PREMISES OR THE OWNER'S ADJACENT PROPERTY:".

16 Page 7, strike lines 5 through 8 and substitute:

17 "(II) IS NOT A MULTIFAMILY PROPERTY OF FOUR OR MORE
18 DWELLING UNITS;

19 (c) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5".

20 Page 7, strike line 12 and substitute "SIMILAR AGREEMENT;

- 1 (d) A RESIDENTIAL PREMISES THAT IS LEASED TO A TENANT
2 PURSUANT TO AN EMPLOYER-PROVIDED HOUSING AGREEMENT, AS DEFINED
3 IN SECTION 13-40-104 (5)(a);
- 4 (e) A RESIDENTIAL TENANT WHO HAS NOT BEEN A TENANT OF A
5 RESIDENTIAL PREMISES FOR AT LEAST NINE MONTHS; OR
- 6 (f) A RESIDENTIAL TENANT WHO IS NOT KNOWN TO THE LANDLORD
7 TO BE A TENANT OF THE RESIDENTIAL PREMISES."
- 8 Page 9, line 8, after "DAYS" insert "AFTER RECEIVING THE WRITTEN
9 NOTICE DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS SECTION".
- 10 Page 10, line 3, after "DAYS" insert "AFTER RECEIVING THE WRITTEN
11 NOTICE DESCRIBED IN SUBSECTION (3)(b)(I)(B) OF THIS SECTION".
- 12 Page 11, line 13, after "**occupancy.**" insert "(I)".
- 13 Page 11, line 21, strike "(I)" and substitute "(A)".
- 14 Page 11, line 25, strike "(II) THE" and substitute "(B) EXCEPT AS
15 DESCRIBED IN SUBSECTION (3)(c)(II) OF THIS SECTION, THE".
- 16 Page 12, line 4, strike "(III)" and substitute "(C)".
- 17 Page 12, strike lines 12 and 13 and substitute "CONSECUTIVE DAYS AFTER
18 THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC PARTNER, CHILD,
19 STEPCCHILD, PARENT, STEPPARENT, GRANDPARENT, OR GRANDCHILD
20 ASSUMES OCCUPANCY OF THE RESIDENTIAL PREMISES.
- 21 (II) IF THE LANDLORD IS AN INDIVIDUAL ON ACTIVE MILITARY
22 DUTY FOR THE UNITED STATES MILITARY FORCES OR A SPOUSE OF SUCH AN
23 INDIVIDUAL, THE LANDLORD MUST PROVIDE THE TENANT PROPER SERVICE
24 OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST FORTY-FIVE
25 DAYS BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE
26 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN
27 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF
28 THE TENANT'S EXISTING RENTAL AGREEMENT."
- 29 Page 12, strike lines 14 through 27.
- 30 Page 13, strike lines 1 through 3.
- 31 Reletter succeeding paragraph accordingly.
- 32 Page 13, line 11, strike "ONE HUNDRED TWENTY DAYS" and substitute

1 "NINETY DAYS AFTER RECEIVING THE WRITTEN NOTICE DESCRIBED IN
2 SUBSECTION (3)(e)(I)(B) OF THIS SECTION".

3 Page 13, line 22, strike "VACATE." and substitute "VACATE; EXCEPT THAT
4 THIS SUBSECTION (3)(e)(I)(C) DOES NOT APPLY IF THE LANDLORD
5 PRODUCES EVIDENCE THAT THE RESIDENTIAL PREMISES WAS LISTED FOR
6 SALE ON A MULTIPLE-LISTING SERVICE AFTER THE TENANT WAS REQUIRED
7 TO VACATE.".

8 Page 13, line 23, strike "(3)(e)" and substitute "(3)(d)".

9 Page 13, after line 26 insert:

10 **"(e) Tenant refuses to sign new lease with reasonable terms.**
11 IF, AT THE END OF A LEASE PERIOD, THE TENANT REFUSES TO SIGN A NEW
12 RENTAL AGREEMENT WITH REASONABLE TERMS, THE LANDLORD MAY
13 INITIATE A NO-FAULT EVICTION OF THE TENANT SO LONG AS THE
14 LANDLORD:

15 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
16 THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(II) OF THIS SECTION TO
17 VACATE THE RESIDENTIAL PREMISES AFTER THE TENANT HAS REFUSED TO
18 SIGN THE NEW RENTAL AGREEMENT, DURING WHICH TIME THE TENANT
19 MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE
20 SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT; AND

21 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
22 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
23 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
24 VACATE.

25 **(f) History of nonpayment of rent.** (I) IF A TENANT SUBMITS A
26 RENT PAYMENT LATE MORE THAN TWO TIMES DURING THE PERIOD OF THE
27 RENTAL AGREEMENT, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION
28 OF THE TENANT AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO
29 LONG AS THE LANDLORD:

30 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
31 RECEIVING THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(I)(B) OF THIS
32 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
33 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
34 UNDER THE SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT;
35 AND

36 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
37 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
38 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
39 VACATE.

1 (II) FOR PURPOSES OF THIS SUBSECTION (3)(f), A RENT PAYMENT
2 QUALIFIES AS LATE IF IT IS SUBMITTED MORE THAN TEN CALENDAR DAYS
3 AFTER THE DAY IT IS DUE ACCORDING TO THE RENTAL AGREEMENT AND
4 THE LANDLORD PROVIDES THE TENANT WITH PROPER SERVICE OF A
5 WRITTEN NOTICE UNDER SECTION 13-40-104 (1)(d).

6 (III) THIS SUBSECTION (3)(f) DOES NOT APPLY IF THE RENT
7 PAYMENT IS SUBMITTED WITHIN THE CURE PERIOD DESCRIBED IN SECTION
8 13-40-104 (1)(d) OR 13-40-115 (4).".

9 Page 14, strike lines 13 through 27.

10 Page 15, strike lines 1 through 14.

11 Renumber succeeding C.R.S. sections accordingly.

12 Page 15, line 18, strike "38-12-510" and substitute "38-12-510".

13 Page 15, strike lines 19 and 20.

14 Page 16, line10, after "(1)(e.8)" insert "and (1)(j)".

15 Page 17, line 26, strike "38-12-1301 (7)," and substitute "38-12-1301
16 (6),".

17 Page 18, after line 2 insert:

18 "(j) (I) WHEN A TENANT OR LESSEE HOLDS OVER WITHOUT
19 PERMISSION OF THE LANDLORD AFTER THE TENANT HAS ENGAGED IN
20 CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A NUISANCE, WHICH
21 CONDUCT INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD, IF
22 THE LANDLORD LIVES IN THE SAME OR AN IMMEDIATELY ADJACENT
23 PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME PROPERTY,
24 OR BY REASON OF NEGLIGENCE DAMAGED THE HOUSING
25 ACCOMMODATION, AND TEN DAYS' NOTICE IN WRITING HAS BEEN DULY
26 SERVED UPON THE TENANT OR LESSEE HOLDING OVER, WHICH NOTICE
27 CONTAINS A DESCRIPTION OF THE SPECIFIC CONDUCT THAT DISTURBED
28 OTHERS OR CAUSED A NUISANCE, REQUIRING IN THE ALTERNATIVE
29 CESSATION OF THE CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A
30 NUISANCE THAT INTERFERES WITH THE QUIET ENJOYMENT OF THE
31 LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR IMMEDIATELY
32 ADJACENT PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME
33 PROPERTY, OR MALICIOUSLY OR BY REASON OF NEGLIGENCE DAMAGED
34 THE HOUSING ACCOMMODATION OR POSSESSION OF THE PREMISES SO

1 HELD; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN
2 EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS
3 REQUIRED PURSUANT TO THIS SUBSECTION (1)(j), AND FOR AN EXEMPT
4 RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO
5 THIS SECTION.

6 (II) THE LAWFUL EXERCISE BY A TENANT OF ANY RIGHTS
7 PURSUANT TO ANY LAW OR RULE RELATING TO OCCUPANCY OF A
8 PROPERTY, INCLUDING THIS SUBSECTION (1)(j), SHALL NOT BE DEEMED TO
9 INTERFERE WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
10 TENANTS OR OTHER GROUND FOR EVICTION PURSUANT TO THIS
11 SUBSECTION (1)(j).

12 (III) IT SHALL NOT CONSTITUTE A NUISANCE OR DISTURBANCE FOR
13 PURPOSES OF THIS SUBSECTION (1)(j) IF A VICTIM OF DOMESTIC VIOLENCE
14 IS BEING ACCUSED OF CAUSING A DISTURBANCE OR NUISANCE AS A DIRECT
15 RESULT OF BEING A VICTIM OF DOMESTIC VIOLENCE. THIS EXCEPTION
16 APPLIES ONLY TO VICTIMS OF DOMESTIC VIOLENCE AND NOT TO
17 PERPETRATORS."

18 Page 18, line 22, strike "AND" and substitute "OR".

19 Page 20, strike lines 26 and 27 and substitute "may be served by
20 delivering a copy ~~thereof~~ OF THE NOTICE to ~~the~~ A KNOWN tenant ~~or other~~
21 ~~person occupying such~~ THE".

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