

**First Regular Session
Seventy-first General Assembly
STATE OF COLORADO**

REVISED

*This Version Includes All Amendments Adopted
on Second Reading in the Second House*

LLS NO. 17-0439.01 Richard Sweetman x4333

HOUSE BILL 17-1035

HOUSE SPONSORSHIP

Jackson,

SENATE SPONSORSHIP

Cooke,

House Committees
Judiciary

Senate Committees
Judiciary

A BILL FOR AN ACT

101 **CONCERNING ALLOWING CERTAIN CRIME VICTIMS TO BREAK THEIR**
102 **RENTAL AGREEMENTS UNDER CERTAIN CIRCUMSTANCES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov/>.)

Under current law, if a tenant notifies his or her landlord in writing that he or she is the victim of domestic violence or domestic abuse and provides to the landlord evidence in the form of a police report written within the prior 60 days or a valid protection order, and the tenant seeks to vacate the premises due to fear of imminent danger for self or children, then the tenant may terminate the rental agreement or lease and vacate the

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

SENATE
Amended 2nd Reading
March 20, 2017

HOUSE
3rd Reading Unamended
February 15, 2017

HOUSE
Amended 2nd Reading
February 13, 2017

premises with minimal remaining obligations. The bill extends this privilege to victims of unlawful sexual behavior and stalking. The bill also provides that a statement from a medical professional or from an application assistant designated by the address confidentiality program confirming the tenant's victim status is a third means of presenting evidence to the landlord.

Under current law, a dangerous or uninhabitable condition in a rented property does not constitute a breach of the warranty of habitability if the condition is caused by the misconduct of the tenant, a member of the tenant's household, a guest or invitee of the tenant, or a person under the tenant's direction or control. However, such a condition is not misconduct by a victim of domestic violence or domestic abuse if the condition is the result of domestic violence or domestic abuse and the landlord has been given written notice and evidence of domestic violence or domestic abuse. The bill adds language to provide the same protection for tenants who are victims of unlawful sexual behavior or stalking.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **amend** part 4 of
3 article 12 of title 38 as follows:

4 **PART 4**

5 **VICTIMS OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,**
6 **DOMESTIC VIOLENCE, AND DOMESTIC ABUSE**

7 **38-12-401. Definitions.** As used in this part 4, unless the context
8 otherwise requires:

9 (1) "APPLICATION ASSISTANT" HAS THE SAME MEANING PROVIDED
10 IN SECTION 24-30-2103 (4).

11 ~~(1)~~ (2) "Domestic abuse" ~~shall have~~ HAS the same meaning as
12 provided in section 13-14-101 (2). ~~C.R.S.~~

13 ~~(2)~~ (3) "Domestic violence" ~~shall have~~ HAS the same meaning as
14 provided in section 18-6-800.3 (1). ~~C.R.S.~~

15 (4) "MEDICAL PROFESSIONAL" MEANS A PERSON LICENSED TO
16 PRACTICE MEDICINE PURSUANT TO ARTICLE 36 OR 38 OF TITLE 12.

1 (5) "STALKING" MEANS THE CRIMINAL OFFENSE DESCRIBED IN
2 SECTION 18-3-602.

3 (6) "UNLAWFUL SEXUAL BEHAVIOR" MEANS THE CRIMINAL
4 OFFENSE DESCRIBED IN SECTION 16-22-102 (9).

5 **38-12-402. Protection for victims of unlawful sexual behavior,**
6 **stalking, or domestic violence.** (1) A landlord shall not include in a
7 residential rental agreement or lease agreement for housing a provision
8 authorizing the landlord to terminate the agreement or to impose a penalty
9 on a residential tenant for calls made by the residential tenant for peace
10 officer assistance or other emergency assistance in response to a ~~domestic~~
11 ~~violence or domestic abuse~~ situation INVOLVING DOMESTIC VIOLENCE,
12 DOMESTIC ABUSE, UNLAWFUL SEXUAL BEHAVIOR, OR STALKING. A
13 residential tenant may not waive the residential tenant's right to call for
14 police or other emergency assistance.

15 (2) (a) If a tenant to a residential rental agreement or lease
16 agreement notifies the landlord in writing that he or she is the victim of
17 UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic
18 abuse and provides to the landlord evidence of UNLAWFUL SEXUAL
19 BEHAVIOR, STALKING, domestic violence, or domestic abuse
20 VICTIMIZATION in the form of a police report written within the prior sixty
21 days or a valid protection order AS DESCRIBED IN SUBSECTION (2)(a.5) OF
22 THIS SECTION, and the residential tenant seeks to vacate the premises due
23 to fear of imminent danger for self or children because of the UNLAWFUL
24 SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic abuse, then
25 the residential tenant may terminate the residential rental agreement or
26 lease agreement and vacate the premises without further obligation except
27 as otherwise provided in ~~paragraph (b) of this subsection (2)~~ SUBSECTION

1 (2)(b) OF THIS SECTION.

2 (a.5) FOR THE PURPOSES OF SUBSECTION (2)(a) OF THIS SECTION:

3 (I) TO PROVIDE EVIDENCE THAT HE OR SHE IS A VICTIM OF
4 UNLAWFUL SEXUAL BEHAVIOR, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE,
5 A TENANT MAY PROVIDE TO HIS OR HER LANDLORD A POLICE REPORT
6 WRITTEN WITHIN THE PRIOR SIXTY DAYS, A VALID PROTECTION ORDER, OR
7 A WRITTEN STATEMENT FROM A MEDICAL PROFESSIONAL OR APPLICATION
8 ASSISTANT WHO HAS EXAMINED OR CONSULTED WITH THE VICTIM, WHICH
9 WRITTEN STATEMENT CONFIRMS SUCH FACT; AND

10 (II) TO PROVIDE EVIDENCE THAT HE OR SHE IS A VICTIM OF
11 STALKING, A TENANT MAY PROVIDE TO HIS OR HER LANDLORD A POLICE
12 REPORT WRITTEN WITHIN THE PRIOR SIXTY DAYS, A VALID PROTECTION
13 ORDER, OR A WRITTEN STATEMENT FROM AN APPLICATION ASSISTANT WHO
14 HAS CONSULTED WITH THE VICTIM, WHICH WRITTEN STATEMENT CONFIRMS
15 SUCH FACT.

16 (b) If a tenant to a residential rental agreement or lease agreement
17 terminates the residential rental agreement or lease agreement and vacates
18 the premises pursuant to ~~paragraph (a) of this subsection (2)~~ SUBSECTION
19 (2)(a) OF THIS SECTION, then the tenant ~~shall be~~ IS responsible for one
20 month's rent following vacation of the premises, which amount ~~shall be~~
21 IS due and payable to the landlord within ninety days after the tenant
22 vacates the premises. The landlord ~~shall not be~~ IS NOT obligated to refund
23 the security deposit to the tenant until ~~such time as~~ the tenant has paid the
24 one month's rent pursuant to this section. Notwithstanding the provisions
25 of section 38-12-103, the landlord and the tenant to a residential rental
26 agreement or lease agreement may use any amounts owed to the other to
27 offset costs for the one month's rent or the security deposit. The

1 provisions of this ~~paragraph (b)~~ shall SUBSECTION (2)(b) apply only if the
2 landlord has experienced and documented damages equal to at least one
3 month's rent as a result of the tenant's early termination of the agreement.

4 (3) Nothing in this part 4 authorizes the termination of tenancy
5 and eviction of a residential tenant solely because the residential tenant
6 is the victim of UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic
7 violence, or domestic abuse.

8 (4) (a) IF A TENANT TO A RESIDENTIAL RENTAL AGREEMENT OR
9 LEASE AGREEMENT NOTIFIES THE LANDLORD THAT THE TENANT IS A
10 VICTIM OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE,
11 OR DOMESTIC ABUSE, THE LANDLORD SHALL NOT DISCLOSE SUCH FACT TO
12 ANY PERSON EXCEPT WITH THE CONSENT OF THE VICTIM OR AS THE
13 LANDLORD MAY BE REQUIRED TO DO SO BY LAW.

14 (b) IF A TENANT TO A RESIDENTIAL RENTAL AGREEMENT OR LEASE
15 AGREEMENT TERMINATES HIS OR HER LEASE PURSUANT TO THIS SECTION
16 BECAUSE HE OR SHE IS A VICTIM OF UNLAWFUL SEXUAL BEHAVIOR,
17 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, AND THE TENANT
18 PROVIDES THE LANDLORD WITH A NEW ADDRESS, THE LANDLORD SHALL
19 NOT DISCLOSE SUCH ADDRESS TO ANY PERSON EXCEPT WITH THE CONSENT
20 OF THE VICTIM OR AS THE LANDLORD MAY BE REQUIRED TO DO SO BY LAW.

21 **SECTION 2.** In Colorado Revised Statutes, 38-12-503, **amend**
22 (3) as follows:

23 **38-12-503. Warranty of habitability.** (3) When any condition
24 described in subsection (2) of this section is caused by the misconduct of
25 the tenant, a member of the tenant's household, a guest or invitee of the
26 tenant, or a person under the tenant's direction or control, the condition
27 ~~shall~~ DOES not constitute a breach of the warranty of habitability. It ~~shall~~

1 IS not ~~be~~ misconduct by a victim of domestic violence; ~~or~~ domestic abuse;
2 UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9);
3 OR STALKING under this subsection (3) if the condition is the result of
4 domestic violence; ~~or~~ domestic abuse; UNLAWFUL SEXUAL BEHAVIOR, AS
5 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING and the landlord has
6 been given written notice and evidence of domestic violence, ~~or~~ domestic
7 abuse; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION
8 16-22-102 (9); OR STALKING, as described in section 38-12-402 (2)(a).

9 **SECTION 3. Applicability.** This act applies to lease agreements
10 and rental agreements entered into or renewed on or after the effective
11 date of this act.

12 **SECTION 4. Safety clause.** The general assembly hereby finds,
13 determines, and declares that this act is necessary for the immediate
14 preservation of the public peace, health, and safety.