

CHAPTER 230

COURTS

HOUSE BILL 19-1118

BY REPRESENTATIVE(S) Jackson and Galindo, Buentello, Cutter, Duran, Gonzales-Gutierrez, Hooton, Jaquez Lewis, Kennedy, Roberts, Snyder, Buckner, Caraveo, Coleman, Exum, Hansen, Herod, Lontine, Melton, Michaelson Jenet, Singer, Valdez A., Weissman, Froelich, Sirota, Bird;
also SENATOR(S) Williams A., Court, Danielson, Fenberg, Fields, Lee, Rodriguez, Winter, Gonzales, Priola.

AN ACT**CONCERNING THE TIME ALLOWED FOR A TENANT TO CURE A LEASE VIOLATION THAT IS NOT A SUBSTANTIAL VIOLATION.**

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

SECTION 1. In Colorado Revised Statutes, 13-40-104, **amend** (1)(d), (1)(e), and (1)(e.5)(II); and **add** (5) as follows:

13-40-104. Unlawful detention defined. (1) Any person is guilty of an unlawful detention of real property in the following cases:

(d) When such tenant or lessee holds over without permission of ~~his~~ THE TENANT'S OR LESSEE'S landlord after any default in the payment of rent pursuant to the agreement under which ~~he~~ THE TENANT OR LESSEE holds, and, ~~three~~ **three** TEN days' notice in writing has been duly served upon the tenant or lessee holding over, requiring in the alternative the payment of the rent or the possession of the premises; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION, AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION. No such agreement shall contain a waiver by the tenant of the ~~three days'~~ notice requirement of this ~~paragraph (d)~~ SUBSECTION (1)(d). It ~~shall~~ is not be necessary, in order to work a forfeiture of such agreement, for nonpayment of rent, to make a demand for such rent on the day on which the same becomes due; but a failure to pay such rent upon demand, when made, works a forfeiture.

(e) When such tenant or lessee holds over, without such permission, contrary to

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

any other condition or covenant of the agreement under which such tenant or lessee holds, and ~~three~~ TEN days' notice in writing has been duly served upon such tenant or lessee requiring in the alternative the compliance with such condition or covenant or the delivery of the possession of the premises so held; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION, AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION.

(e.5)(II) A tenancy PURSUANT TO A RESIDENTIAL AGREEMENT may be terminated at any time pursuant to this ~~paragraph (e.5)~~ SUBSECTION (1)(e.5) on the basis of a subsequent violation OF THE SAME CONDITION OR COVENANT OF THE AGREEMENT. The termination ~~shall be~~ OF A RESIDENTIAL TENANCY IS effective ~~three~~ TEN days after service of written notice to quit. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBSECTION (1)(e.5)(II), A TENANCY PURSUANT TO A NONRESIDENTIAL AGREEMENT, AN EXEMPT RESIDENTIAL AGREEMENT, OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT MAY BE TERMINATED AT ANY TIME PURSUANT TO THIS SUBSECTION (1)(e.5) ON THE BASIS OF A SUBSEQUENT VIOLATION. THE TERMINATION OF A NONRESIDENTIAL TENANCY OR AN EMPLOYER-PROVIDED HOUSING TENANCY IS EFFECTIVE THREE DAYS AFTER SERVICE OF WRITTEN NOTICE TO QUIT, AND THE TERMINATION OF A TENANCY PURSUANT TO AN EXEMPT RESIDENTIAL AGREEMENT IS EFFECTIVE FIVE DAYS AFTER SERVICE OF WRITTEN NOTICE TO QUIT.

(5) FOR THE PURPOSES OF THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "EMPLOYER-PROVIDED HOUSING AGREEMENT" MEANS A RESIDENTIAL TENANCY AGREEMENT BETWEEN AN EMPLOYEE AND AN EMPLOYER WHEN THE EMPLOYER OR AN AFFILIATE OF THE EMPLOYER ACTS AS A LANDLORD.

(b) "EXEMPT RESIDENTIAL AGREEMENT" MEANS A RESIDENTIAL AGREEMENT LEASING A SINGLE FAMILY HOME BY A LANDLORD WHO OWNS FIVE OR FEWER SINGLE FAMILY RENTAL HOMES AND WHO PROVIDES NOTICE IN THE AGREEMENT THAT A TEN-DAY NOTICE PERIOD REQUIRED PURSUANT TO THIS SECTION DOES NOT APPLY TO THE TENANCY ENTERED INTO PURSUANT TO THE AGREEMENT.

SECTION 2. Safety clause. The general assembly hereby finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.

Approved: May 20, 2019