

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

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 21-0389.01 Conrad Imel x2313

HOUSE BILL 21-1121

HOUSE SPONSORSHIP

Jackson and Jodeh, Caraveo, Weissman, Sirota

SENATE SPONSORSHIP

Gonzales, Story

House Committees

Business Affairs & Labor
Appropriations

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS RELATED TO**
102 **ACTIONS BY LANDLORDS.**

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 existing law, certain residential landlords must give 10 days' notice to tenants prior to starting eviction proceedings for failure to pay rent or for a first or subsequent violation of any other condition or covenant other than a substantial violation. The bill requires landlords to give 14 days' notice in those situations.

Under existing law, the clerk of the court or the attorney for the

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

plaintiff may issue a summons to a defendant in an eviction action. The bill requires that the clerk of the court issue the summons in a residential eviction action. The bill extends the period for which the summons must be issued from 7 days before the court appearance to 14 days before the court appearance.

Under existing law, in certain circumstances, a person may serve a notice to quit or summons to the tenant by posting a copy of the notice or summons and the complaint in a conspicuous place upon the premises and a person may serve a notice to quit by leaving it with a member of the tenant's family who is at least 15 years old. The bill removes those provisions for service in residential tenancy actions and requires that the notice to quit or summons be served in the same manner as any other civil action.

Under existing law, if a landlord wins judgment in an eviction action, the court cannot issue a writ of restitution, which directs the county sheriff to assist the landlord in removing the tenant, until 48 hours after judgment. The bill extends the period for residential evictions to 14 days after judgment.

The bill prohibits residential landlords from increasing rent more than one time in a 12-month period of tenancy.

The bill extends the notice period for nonpayment of rent for a home owner in a mobile home park from 10 days to 14 days.

Under existing law, for a tenancy of one month or longer but less than 6 months in which there is no written agreement between the landlord and tenant, a landlord must give 21 days' written notice to the tenant prior to increasing the rent. For a residential tenancy, the bill extends the notice period to 60 days and makes it apply to a tenancy of any duration without a written agreement. The bill prohibits a landlord from terminating a residential tenancy in which there is no written agreement with the primary purpose of increasing a tenant's rent without providing 60 days' notice.

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

2

3 **SECTION 1.** In Colorado Revised Statutes, 13-40-111, **amend**

4 (1) as follows:

5 **13-40-111. Issuance and return of summons.** (1) Upon filing
6 the complaint as ~~provided~~ REQUIRED in section 13-40-110, the clerk of the
7 court or the attorney for the plaintiff shall issue a summons. The

1 summons shall MUST command the defendant to appear before the court
2 at a place named in such THE summons and at a time and on a day which
3 shall be not less than seven days nor BUT NOT more than fourteen days
4 from the day of issuing the same to answer the complaint of plaintiff. The
5 summons shall MUST also contain a statement addressed to the defendant
6 stating: "If you fail to file with the court, at or before the time for
7 appearance specified in the summons, an answer to the complaint setting
8 forth the grounds upon which you base your claim for possession and
9 denying or admitting all of the material allegations of the complaint,
10 judgment by default may be taken against you for the possession of the
11 property described in the complaint, for the rent, if any, due or to become
12 due, for present and future damages and costs, and for any other relief to
13 which the plaintiff is entitled. If you are claiming that the landlord's
14 failure to repair the residential premises is a defense to the landlord's
15 allegation of nonpayment of rent, the court will require you to pay into the
16 registry of the court, at the time of filing your answer, the rent due less
17 any expenses you have incurred based upon the landlord's failure to repair
18 the residential premises." "IF YOU DO NOT RESPOND TO THE LANDLORD'S
19 COMPLAINT BY FILING A WRITTEN ANSWER WITH THE COURT ON OR BEFORE
20 THE DATE AND TIME IN THIS SUMMONS OR APPEARING IN COURT AT THE
21 DATE AND TIME IN THIS SUMMONS, THE JUDGE MAY ENTER A DEFAULT
22 JUDGMENT AGAINST YOU IN FAVOR OF YOUR LANDLORD FOR POSSESSION.
23 A DEFAULT JUDGMENT FOR POSSESSION MEANS THAT YOU WILL HAVE TO
24 MOVE OUT, AND IT MAY MEAN THAT YOU WILL HAVE TO PAY MONEY TO
25 THE LANDLORD. IN YOUR ANSWER TO THE COURT, YOU CAN STATE WHY
26 YOU BELIEVE YOU HAVE A RIGHT TO REMAIN IN THE PROPERTY, WHETHER
27 YOU ADMIT OR DENY THE LANDLORD'S FACTUAL ALLEGATIONS AGAINST

1 YOU, AND WHETHER YOU BELIEVE YOU WERE GIVEN PROPER NOTICE OF
2 THE LANDLORD'S REASONS FOR TERMINATING YOUR TENANCY BEFORE YOU
3 GOT THIS SUMMONS. WHEN YOU FILE YOUR ANSWER, YOU MUST PAY A
4 FILING FEE TO THE CLERK OF THE COURT. IF YOU ARE CLAIMING THAT THE
5 LANDLORD'S FAILURE TO REPAIR A RESIDENTIAL PREMISES IS A DEFENSE TO
6 THE LANDLORD'S ALLEGATION OF NONPAYMENT OF RENT, THE COURT WILL
7 REQUIRE YOU TO PAY INTO THE REGISTRY OF THE COURT, AT THE TIME OF
8 FILING YOUR ANSWER, THE RENT DUE LESS ANY EXPENSES YOU HAVE
9 INCURRED BASED UPON THE LANDLORD'S FAILURE TO REPAIR THE
10 RESIDENTIAL PREMISES."

11

12 **SECTION 2.** In Colorado Revised Statutes, 13-40-122, **amend**
13 (1) as follows:

14 **13-40-122. Writ of restitution after judgment.** (1) ~~No~~ A COURT
15 SHALL NOT ISSUE A writ of restitution ~~shall issue~~ upon any judgment
16 entered in any action ~~under the provisions of this article out of any court~~
17 PURSUANT TO THIS ARTICLE 40 until ~~after the expiration of forty-eight~~
18 hours ~~from~~ AFTER the time of the entry of ~~such~~ THE judgment. ~~and such~~
19 ~~writs~~ A WRIT OF RESTITUTION shall be executed by the officer having the
20 same only in the daytime and between sunrise and sunset AND THE
21 OFFICER SHALL NOT EXECUTE A WRIT OF RESTITUTION CONCERNING A
22 RESIDENTIAL TENANCY UNTIL AT LEAST TEN DAYS AFTER ENTRY OF THE
23 JUDGMENT. Any writ of restitution governed by this section may be
24 executed by the county sheriff's office in which the property is located by
25 a sheriff, undersheriff, or deputy sheriff, as described in section
26 16-2.5-103 (1) or (2), ~~C.R.S.~~, while off duty or on duty at rates charged
27 by the employing sheriff's office in accordance with section 30-1-104

1 (1)(gg). C.R.S.

2 [REDACTED]

3 SECTION 3. In Colorado Revised Statutes, 38-12-204, [REDACTED] add

4 (3) as follows:

5 38-12-204. Nonpayment of rent - notice required for rent

6 increase. (3) A LANDLORD SHALL NOT INCREASE RENT MORE THAN ONE

7 TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE OCCUPANCY BY

8 THE TENANT, REGARDLESS OF:

9 (a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE
10 TENANCY;

11 (b) THE LENGTH OF THE TENANCY; AND

12 (c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED
13 TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

14 [REDACTED]

15 SECTION 4. In Colorado Revised Statutes, amend 38-12-701 as

16 follows:

17 38-12-701. Notice of rent increase. (1) Notwithstanding any
18 other provision of law, in a NONRESIDENTIAL tenancy of one month or
19 longer but less than six months where IN WHICH there is no written
20 agreement between the landlord and tenant, a landlord may increase the
21 rent only upon at least twenty-one days' notice to the tenant.

22 (2) (a) NOTWITHSTANDING ANY OTHER LAW, IN A RESIDENTIAL
23 TENANCY IN WHICH THERE IS NO WRITTEN AGREEMENT BETWEEN THE
24 LANDLORD AND TENANT, A LANDLORD MAY INCREASE THE RENT ONLY
25 UPON AT LEAST SIXTY DAYS' WRITTEN NOTICE TO THE TENANT.

26 (b) A LANDLORD MAY NOT TERMINATE A RESIDENTIAL TENANCY
27 IN WHICH THERE IS NO WRITTEN AGREEMENT BY SERVING A TENANT WITH

1 A NOTICE TO QUIT PURSUANT TO SECTION 13-40-107 WITH THE PRIMARY
2 PURPOSE OF INCREASING A TENANT'S RENT IN A MANNER INCONSISTENT
3 WITH THIS SECTION.

4 **SECTION 5.** In Colorado Revised Statutes, **add** 38-12-702 as
5 follows:

6 **38-12-702. Limit on frequency of residential rent increases.**

7 (1) IN RESIDENTIAL TENANCIES, A LANDLORD SHALL NOT INCREASE RENT
8 MORE THAN ONE TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE
9 OCCUPANCY BY THE TENANT, REGARDLESS OF:

10 (a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE
11 TENANCY;

12 (b) THE LENGTH OF THE TENANCY; AND

13 (c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED
14 TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

15 **SECTION 6. Safety clause.** The general assembly hereby finds,
16 determines, and declares that this act is necessary for the immediate
17 preservation of the public peace, health, or safety.