

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

PREAMENDED

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

LLS NO. 24-0087.01 Richard Sweetman x4333

HOUSE BILL 24-1098

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A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS, AND, IN**
102 **CONNECTION THEREWITH, REQUIRING CAUSE FOR THE EVICTION**
103 **OF A RESIDENTIAL TENANT.**

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>.)

The bill prohibits a landlord from evicting a residential tenant unless the landlord has cause for eviction. Cause exists only when:

- A tenant or lessee is guilty of an unlawful detention of real property under certain circumstances described in existing law, as amended by the bill; or

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

- Conditions exist constituting grounds for a "no-fault eviction".

The following conditions constitute grounds for a "no-fault eviction" of a residential tenant, with certain limitations:

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises;
- Occupancy assumed by the landlord or a family member of the landlord;
- Expiration of time-limited housing operated by a mission-driven organization; and
- Withdrawal of the residential premises from the rental market for the purpose of selling the residential premises.

A landlord that proceeds with a no-fault eviction in violation of certain notice requirements or other restrictions must provide relocation assistance to the tenant in the amount of 2 months' rent plus one additional month of rent if any of the following individuals reside in the residential premises:

- An individual who is under 18 years of age or at least 60 years of age;
- An individual whose income is no greater than 80% of the area median income; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant without cause, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant and may assert the landlord's violation as an affirmative defense to an eviction proceeding.

Current law allows a tenant to terminate a tenancy by serving written notice to the landlord within a prescribed time period, based on the length of the tenancy. For the purpose of such notices, certain provisions apply, including the following:

- Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown; and
- Certain provisions concerning notices to quit do not apply to the termination of a residential tenancy if the residential premises is a condominium unit.

The bill eliminates these provisions.

Current law requires the management of a mobile home park to make a reasonable effort to notify a resident of the management's intention to enter the mobile home space at least 48 hours before entry. The bill increases this notice period to 72 hours.

1 SECTION 38-12-201.5 (11); AND

2 (b) THE MOBILE HOME PARK RESIDENT IS NOT RESIDING IN THE
3 MOBILE HOME PARK UNDER A LEASE-TO-OWN AGREEMENT.

4

5 (6) "NO-FAULT EVICTION" MEANS AN ACTION BROUGHT BY A
6 LANDLORD PURSUANT TO ARTICLE 40 OF TITLE 13 FOR THE EVICTION OF A
7 TENANT UNDER CONDITIONS DESCRIBED IN SECTION 38-12-1303 (3).

8 (7) "PRIMARY RESIDENCE" MEANS THE ADDRESS THAT IS LISTED ON
9 A TENANT'S OR LANDLORD'S COLORADO DRIVER'S LICENSE,
10 IDENTIFICATION CARD, OR VOTER REGISTRATION; USED FOR PURPOSES OF
11 A TENANT'S OR LANDLORD'S PAYMENT OF STATE OR FEDERAL TAXES; OR
12 USED FOR THE PURPOSE OF PUBLIC SCHOOL REGISTRATION AT THE TIME
13 THAT A VALID NO-FAULT EVICTION IS EXERCISED BY A LANDLORD
14 PURSUANT TO SECTION 38-12-1303 (3).

15 (8) "PROPER SERVICE" MEANS SERVICE THAT COMPLIES WITH
16 SECTION 13-40-108.

17 (9) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION PAID TO
18 A LANDLORD FOR THE RIGHT TO USE, POSSESS, AND OCCUPY A DWELLING
19 UNIT.

20 (10) "RENTAL AGREEMENT" HAS THE MEANING SET FORTH IN
21 SECTION 38-12-502 (7).

22 (11) "RESIDENTIAL PREMISES" HAS THE MEANING SET FORTH IN
23 SECTION 38-12-502 (8).

24 (12) "SHORT-TERM RENTAL PROPERTY" MEANS A RESIDENTIAL
25 PREMISES THAT IS LEASED:

26 (a) FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR
27 REMUNERATION AND FOR TEMPORARY, RECREATIONAL, BUSINESS, OR

1 TRANSIENT PURPOSES; OR

2 (b) PURSUANT TO A RENTAL AGREEMENT OR OTHER OCCUPANCY
3 AGREEMENT IF THE TENANT OF THE RENTAL AGREEMENT OR OTHER
4 OCCUPANCY AGREEMENT IS RENTING THE RESIDENTIAL PREMISES FOR LESS
5 THAN SIX MONTHS FROM A LANDLORD TO WHICH THE TENANT SOLD THE
6 RESIDENTIAL PREMISES.

7 (13)(a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER
8 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE
9 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN
10 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES
11 FOR AT LEAST SIXTY DAYS:

12 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY
13 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH
14 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A
15 GOVERNMENTAL AGENCY; OR

16 (II) THE ABATEMENT OF HAZARDOUS MATERIALS, INCLUDING
17 LEAD-BASED PAINT, MOLD, OR ASBESTOS, IN ACCORDANCE WITH
18 APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

19 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE
20 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND
21 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH
22 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL
23 PREMISES.

24 (14) "TENANT" HAS THE MEANING SET FORTH IN SECTION
25 38-12-502 (9). "TENANT" DOES NOT INCLUDE A HOME OWNER, AS DEFINED
26 IN SECTION 38-12-201.5 (2).

27 (15) "TOTAL INCOME" MEANS A TENANT'S OR PROSPECTIVE

1 TENANT'S INCOME FROM SALARIES, WAGES, COMMISSIONS, PAYMENTS
2 RECEIVED AS AN INDEPENDENT CONTRACTOR, BONUSES, OR A HOUSING
3 SUBSIDY OR DERIVED FROM ANY OTHER PUBLIC OR PRIVATE SOURCE AND
4 INCLUDES ALL OF A TENANT'S OR PROSPECTIVE TENANT'S CASH ASSETS.

5 (16) "WRITTEN NOTICE" MEANS WRITTEN NOTICE TO VACATE
6 THAT:

7 (a) COMPLIES WITH SECTION 13-40-106; AND

8 (b) IS PROVIDED TO A TENANT BY A LANDLORD OR BY A
9 LANDLORD'S AGENT.

10 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY
11 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT THIS PART 13 DOES
12 NOT APPLY TO:

13 (a) A SHORT-TERM RENTAL PROPERTY; [REDACTED]

14 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL
15 PREMISES IF THE OWNER OR MASTER TENANT LIVES IN AND MAINTAINS THE
16 RESIDENTIAL PREMISES AS THE OWNER'S OR MASTER TENANT'S PRIMARY
17 RESIDENCE OR IF THE OWNER OF THE RESIDENTIAL PREMISES LIVES IN A
18 PROPERTY THAT IS ADJACENT TO THE RESIDENTIAL PREMISES AND THAT
19 THE OWNER MAINTAINS AS THE OWNER'S PRIMARY RESIDENCE AND THE
20 RESIDENTIAL PREMISES OR THE OWNER'S ADJACENT PROPERTY:

21 (I) Is:

22 (A) A SINGLE-FAMILY HOME WITH OR WITHOUT AN ACCESSORY
23 DWELLING UNIT THAT IS LOCATED ON THE SAME LOT AND ATTACHED,
24 SEMI-ATTACHED, OR UNATTACHED TO THE SINGLE-FAMILY HOME;

25 (B) A DUPLEX; OR

26 (C) A TRIPLEX; AND

27 (II) IS NOT A MULTIFAMILY PROPERTY OF FOUR OR MORE DWELLING

1 UNITS;

2 (c) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5
3 (6.5), THAT IS LEASED TO A HOME OWNER, AS DEFINED IN SECTION
4 38-12-201.5 (2), OR TO OTHER TENANTS OCCUPYING THE MOBILE HOME
5 SPACE PURSUANT TO A LEASE-TO-OWN AGREEMENT, PURCHASE OPTION, OR
6 SIMILAR AGREEMENT;

7 (d) A RESIDENTIAL PREMISES THAT IS LEASED TO A TENANT
8 PURSUANT TO AN EMPLOYER-PROVIDED HOUSING AGREEMENT, AS DEFINED
9 IN SECTION 13-40-104 (5)(a);

10 (e) A RESIDENTIAL TENANT WHO HAS NOT BEEN A TENANT OF A
11 RESIDENTIAL PREMISES FOR AT LEAST NINE MONTHS; OR

12 (f) A RESIDENTIAL TENANT WHO IS NOT KNOWN TO THE LANDLORD
13 TO BE A TENANT OF THE RESIDENTIAL PREMISES.

14 **38-12-1303. Cause for eviction required - no-fault evictions.**

15 (1) A LANDLORD SHALL NOT SERVE A NOTICE TO TERMINATE TENANCY OR
16 A DEMAND FOR POSSESSION OR OTHERWISE PROCEED WITH AN ACTION FOR
17 UNLAWFUL DETAINER PURSUANT TO ARTICLE 40 OF TITLE 13 UNLESS
18 THERE IS CAUSE FOR THE EVICTION.

19 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, CAUSE
20 EXISTS ONLY AS DESCRIBED IN THE FOLLOWING SECTIONS:

21 (a) SECTION 13-40-104 (1)(a) FOR WHEN ENTRY IS MADE WITHOUT
22 RIGHT OR TITLE INTO ANY VACANT OR UNOCCUPIED LANDS OR TENEMENTS;

23 (b) SECTION 13-40-104 (1)(b) FOR WHEN ENTRY IS MADE
24 WRONGFULLY INTO CERTAIN PUBLIC LANDS, TENEMENTS, MINING CLAIMS,
25 OR OTHER POSSESSIONS;

26 (c) SECTION 13-40-104 (1)(c) FOR WHEN A LESSEE OR TENANT AT
27 WILL, OR AT SUFFERANCE, OF ANY NONRESIDENTIAL REAL PROPERTY OR

1 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b)
2 HOLDS OVER AND CONTINUES IN POSSESSION OF THE PROPERTY OR
3 PREMISES, OR ANY PORTION OF THE PROPERTY OR PREMISES, AFTER THE
4 EXPIRATION OF THE TERM FOR WHICH THE PROPERTY OR PREMISES WAS
5 LEASED OR AFTER THE TENANCY, AT WILL OR AT SUFFERANCE, HAS BEEN
6 TERMINATED BY EITHER PARTY;

7 (d) SECTION 13-40-104 (1)(d) FOR NONPAYMENT OF RENT;

8 (e) SECTION 13-40-104 (1)(d.5) FOR A SUBSTANTIAL VIOLATION,
9 AS DESCRIBED IN SECTION 13-40-107.5;

10 (f) SECTION 13-40-104 (1)(e) FOR A MATERIAL VIOLATION OF THE
11 LEASE OR RENTAL AGREEMENT;

12 (g) SECTION 13-40-104 (1)(e.5) FOR A REPEAT VIOLATION AFTER
13 RECEIPT OF PROPER NOTICE OF A VIOLATION;

14 (h) SECTION 13-40-104 (1)(e.8) AND SUBSECTION (3) OF THIS
15 SECTION CONCERNING NO-FAULT EVICTIONS;

16 (i) SECTION 13-40-104 (1)(g) FOR WHEN PROPERTY HAS BEEN SOLD
17 UNDER A JUDGMENT OR DECREE AND THE PARTY OR PRIVIES TO THE
18 JUDGMENT OR DECREE REFUSE OR NEGLECT TO SURRENDER POSSESSION
19 AFTER THE EXPIRATION OF THE TIME OF REDEMPTION, WHEN REDEMPTION
20 IS ALLOWED BY LAW, AFTER THE PURCHASER DEMANDS THE PROPERTY;

21 (j) SECTION 13-40-104 (1)(h) FOR WHEN AN HEIR OR DEVISEE
22 CONTINUES IN POSSESSION OF A PREMISES SOLD AND CONVEYED BY A
23 PERSONAL REPRESENTATIVE; AND

24 (k) SECTION 13-40-104 (1)(i) FOR A VENDEE THAT HOLDS OVER
25 AFTER FAILING TO COMPLY WITH AN AGREEMENT TO PURCHASE LANDS OR
26 TENEMENTS.

27 (3) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS

1 SECTION, THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A
2 NO-FAULT EVICTION OF A TENANT:

3 (a) **Demolition or conversion of residential premises.** WHEN A
4 LANDLORD PLANS TO DEMOLISH A RESIDENTIAL PREMISES, CONVERT IT TO
5 A NONRESIDENTIAL USE, OR CONVERT IT TO A SHORT-TERM RENTAL
6 PROPERTY, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A
7 TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE
8 RENTAL AGREEMENT SO LONG AS THE LANDLORD:

9 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
10 THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS
11 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
12 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
13 UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT;
14 AND

15 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
16 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES:

17 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
18 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST NINETY DAYS
19 AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN
20 NOTICE TO THE TENANT; AND

21 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR
22 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL
23 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL
24 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT OR APPLICATION FOR
25 A PERMIT OR LICENSE TO OPERATE A SHORT-TERM RENTAL PROPERTY,
26 WHERE APPLICABLE.

27 (b) **Substantial repairs or renovations.** (I) EXCEPT AS

1 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD
2 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A
3 RESIDENTIAL PREMISES, THE LANDLORD MAY INITIATE A NO-FAULT
4 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE
5 TERM OF THE RENTAL AGREEMENT SO LONG AS THE LANDLORD:

6 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
7 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(b)(I)(B)
8 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
9 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
10 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
11 AGREEMENT;

12 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
13 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES THE DATE
14 BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, WHICH
15 DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON WHICH THE
16 LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

17 (C) PROVIDES THE TENANT A DESCRIPTION OF THE TIMELINE OF
18 THE SUBSTANTIAL REPAIRS OR RENOVATIONS TO THE RESIDENTIAL
19 PREMISES;

20 (D) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE
21 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S
22 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES; AND

23 (E) PROVIDES THE TENANT A WRITTEN NOTICE VIA FIRST-CLASS
24 MAIL TO ANY KNOWN ADDRESS OR E-MAIL ADDRESS PROVIDED BY THE
25 TENANT WHEN THE SUBSTANTIAL REPAIRS OR RENOVATIONS ARE
26 COMPLETE. IF, WITHIN THIRTY DAYS AFTER RECEIVING SUCH NOTICE, THE
27 TENANT NOTIFIES THE LANDLORD THAT THE TENANT WANTS TO RETURN TO

1 THE RESIDENTIAL PREMISES, THE LANDLORD SHALL OFFER THE TENANT
2 THE FIRST RIGHT TO RETURN TO THE RESIDENTIAL PREMISES PURSUANT TO
3 A RENTAL AGREEMENT OF SUBSTANTIALLY THE SAME TERMS, INCLUDING
4 TERMS ESTABLISHING RENT IN THE SAME AMOUNT OR IN A REASONABLY
5 INCREASED AMOUNT; EXCEPT THAT A LANDLORD MAY INCREASE RENT BY
6 AN AMOUNT THAT REASONABLY REFLECTS IMPROVEMENTS MADE TO THE
7 RESIDENTIAL PREMISES.

8 (II) A LANDLORD SHALL NOT INITIATE A NO-FAULT EVICTION OF A
9 TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF THE
10 SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED BASIS OF
11 THE NO-FAULT EVICTION ARE:

12 (A) REQUIRED IN ORDER FOR THE LANDLORD TO SATISFY THE
13 REQUIREMENTS DESCRIBED IN SECTION 38-12-503 CONCERNING A BREACH
14 OF THE WARRANTY OF HABITABILITY; OR

15 (B) INITIATED BY THE LANDLORD IN RETALIATION AGAINST THE
16 TENANT, AS DESCRIBED IN SECTION 38-12-509 (1).

17 (c) **Landlord or family member of landlord assumes**
18 **occupancy.** (I) WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF
19 A RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY
20 AS A PRIMARY RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A
21 PRIMARY RESIDENCE BY THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,
22 CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR
23 GRANDCHILD, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A
24 TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE
25 RENTAL AGREEMENT SO LONG AS:

26 (A) THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC
27 PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR

1 GRANDCHILD MOVES INTO THE RESIDENTIAL PREMISES WITHIN THREE
2 MONTHS AFTER THE TENANT VACATES THE RESIDENTIAL PREMISES;

3 (B) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(II) OF THIS
4 SECTION, THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A
5 WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST NINETY DAYS
6 BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL
7 PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION
8 OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S
9 EXISTING RENTAL AGREEMENT; AND

10 (C) NO SUBSTANTIALLY EQUIVALENT UNIT IS VACANT AND
11 AVAILABLE TO HOUSE THE LANDLORD OR THE LANDLORD'S SPOUSE,
12 DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT,
13 GRANDPARENT, OR GRANDCHILD IN THE SAME BUILDING. THERE IS A
14 REBUTTABLE PRESUMPTION THAT A LANDLORD DID NOT ACT IN GOOD
15 FAITH IF THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,
16 CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR GRANDCHILD
17 FAILS TO OCCUPY THE UNIT AS A PRIMARY RESIDENCE FOR AT LEAST SIXTY
18 CONSECUTIVE DAYS AFTER THE LANDLORD OR THE LANDLORD'S SPOUSE,
19 DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT,
20 GRANDPARENT, OR GRANDCHILD ASSUMES OCCUPANCY OF THE
21 RESIDENTIAL PREMISES.

22 (II) IF THE LANDLORD IS AN INDIVIDUAL ON ACTIVE MILITARY
23 DUTY FOR THE UNITED STATES MILITARY FORCES OR A SPOUSE OF SUCH AN
24 INDIVIDUAL, THE LANDLORD MUST PROVIDE THE TENANT PROPER SERVICE
25 OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST FORTY-FIVE
26 DAYS BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE
27 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN

1 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF
2 THE TENANT'S EXISTING RENTAL AGREEMENT.

3 [REDACTED]

4 **(d) Withdrawal from rental market for the purpose of selling**
5 **the residential premises.** (I) WHEN A LANDLORD PLANS TO SELL A
6 RESIDENTIAL PREMISES THAT IS A SINGLE-FAMILY HOME, A TOWNHOME, OR
7 AN INDIVIDUAL CONDOMINIUM UNIT, THE LANDLORD MAY INITIATE A
8 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
9 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS THE
10 LANDLORD:

11 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
12 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(e)(I)(B)
13 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
14 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
15 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
16 AGREEMENT;

17 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
18 OF THE LANDLORD'S INTENT TO WITHDRAW THE RESIDENTIAL PREMISES
19 FROM THE RENTAL MARKET AND SELL THE RESIDENTIAL PREMISES, WHICH
20 NOTICE INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
21 VACATE; AND

22 (C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM
23 OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE ON
24 WHICH THE TENANT IS REQUIRED TO VACATE; EXCEPT THAT THIS
25 SUBSECTION (3)(e)(I)(C) DOES NOT APPLY IF THE LANDLORD PRODUCES
26 EVIDENCE THAT THE RESIDENTIAL PREMISES WAS LISTED FOR SALE ON A
27 MULTIPLE-LISTING SERVICE AFTER THE TENANT WAS REQUIRED TO

1 VACATE.

2 (II) NOTHING IN THIS SUBSECTION (3)(d) MAY BE CONSTRUED TO
3 ALLOW A LANDLORD TO INITIATE A NO-FAULT EVICTION OR OTHERWISE
4 TERMINATE A RENTAL AGREEMENT WITHOUT CAUSE BEFORE THE END OF
5 THE TERM OF THE RENTAL AGREEMENT.

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

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

17 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
18 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
19 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
20 VACATE.

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

26 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
27 RECEIVING THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(I)(B) OF THIS

1 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
2 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
3 UNDER THE SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT;
4 AND

5 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
6 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
7 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
8 VACATE.

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

14 (III) THIS SUBSECTION (3)(f) DOES NOT APPLY IF THE RENT
15 PAYMENT IS SUBMITTED WITHIN THE CURE PERIOD DESCRIBED IN SECTION
16 13-40-104 (1)(d) OR 13-40-115 (4).

17 (4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPACT
18 THE INTERPRETATION OF THE MEANING OF THE TERM "GOOD CAUSE" AS
19 THE TERM IS USED IN FEDERAL LAW OR FEDERAL REGULATIONS.

20 (5) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF
21 A TENANT BY FILING AN ACTION UNDER ARTICLE 40 OF TITLE 13 ONLY IF
22 THE LANDLORD PROVIDES PROPER SERVICE OF A WRITTEN NOTICE OF THE
23 NO-FAULT EVICTION AND THE TENANT FAILS TO VACATE ON OR BEFORE
24 THE DEADLINE STATED IN THE NOTICE.

25 (b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3)
26 OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL AND
27 FACTUAL BASIS FOR THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT,

1 WHICH LEGAL BASIS MUST BE SET FORTH IN SUBSECTION (3) OF THIS
2 SECTION.

3 [REDACTED]
4 **38-12-1304. Violations - remedies.** IF A LANDLORD PROCEEDS
5 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION
6 OF THIS PART 13, AND THE TENANT LOSES POSSESSION OF THE DWELLING
7 UNIT, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION **38-12-510.**

8 [REDACTED]
9 **38-12-1305. No waiver of requirements by agreement.** A
10 PROVISION OF A RENTAL AGREEMENT OR OTHER AGREEMENT THAT
11 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OR MODIFICATION OF
12 ANY PROVISION OF THIS PART 13 IS VOID AND UNENFORCEABLE.

13 **38-12-1306. Affirmative defense.** IF A LANDLORD FAILS TO
14 COMPLY WITH THIS PART 13, A TENANT MAY ASSERT THE LANDLORD'S
15 FAILURE AS AN AFFIRMATIVE DEFENSE FOR A TENANT TO AN EVICTION
16 PROCEEDING. IF A TENANT ASSERTS SUCH AN AFFIRMATIVE DEFENSE, AND
17 THE LANDLORD CANNOT DEMONSTRATE BY A PREPONDERANCE OF THE
18 EVIDENCE THAT THE LANDLORD HAS COMPLIED WITH THIS PART 13, THE
19 COURT SHALL DISMISS THE EVICTION PROCEEDING.

20 **38-12-1307. Retaliatory rent increase prohibited.** A LANDLORD
21 SHALL NOT INCREASE A TENANT'S RENT IN A DISCRIMINATORY,
22 RETALIATORY, OR UNCONSCIONABLE MANNER TO CIRCUMVENT THE
23 REQUIREMENTS AND PROHIBITIONS SET FORTH IN THIS PART 13.

24 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**
25 (1) introductory portion, (1)(c), (1)(e), and (1)(e.5)(II); and **add** (1)(e.8)
26 and (1)(j) as follows:

27 **13-40-104. Unlawful detention defined - definitions.** (1) Any

1 A person ~~is guilty of~~ HAS COMMITTED an unlawful detention of real
2 property in the following cases:

3 (c) When any lessee or tenant at will, or ~~by~~ AT sufferance, or for
4 any ~~part of a year, or for one or more years~~ PERIOD OF TIME, of any
5 NONRESIDENTIAL real property OR RESIDENTIAL PREMISES DESCRIBED IN
6 SECTION 38-12-1302 (1)(a) OR (1)(b), including a specific or undivided
7 portion of a building, ~~or dwelling,~~ holds over and continues in possession
8 of the ~~demised premises~~ NONRESIDENTIAL REAL PROPERTY OR
9 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR
10 (1)(b), or any portion thereof, after the expiration of the term for which
11 the ~~same were~~ NONRESIDENTIAL REAL PROPERTY OR RESIDENTIAL
12 PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b) WAS leased
13 or after ~~such~~ THE tenancy ~~at will or sufferance,~~ has been terminated by
14 either party;

15 (e) When ~~such~~ A tenant or lessee holds over without ~~such~~
16 permission, contrary to any ~~other~~ MATERIAL condition or covenant of the
17 agreement under which ~~such~~ THE tenant or lessee holds, and ten days'
18 notice in writing has been duly served upon ~~such~~ THE tenant or lessee
19 requiring ~~in the alternative the~~ EITHER compliance with ~~such~~ THE
20 condition or covenant or the delivery of the possession of the premises;
21 ~~so held;~~ except that, for a nonresidential agreement or an
22 employer-provided housing agreement, three days' notice is required,
23 ~~pursuant to this section,~~ and for an exempt residential agreement, five
24 days' notice is required; ~~pursuant to this section.~~

25 (e.5) (II) A tenancy pursuant to a residential agreement may be
26 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
27 a subsequent violation of the same condition or covenant of the

1 agreement. The termination of a residential tenancy is effective ten days
2 after service of written notice to ~~quit~~ TERMINATE TENANCY.
3 Notwithstanding any other provision of this subsection (1)(e.5)(II), a
4 tenancy pursuant to a nonresidential agreement, an exempt residential
5 agreement, or an employer-provided housing agreement may be
6 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
7 a subsequent violation. The termination of a nonresidential tenancy or an
8 employer-provided housing tenancy is effective three days after service
9 of written notice to ~~quit~~ TERMINATE TENANCY, and the termination of a
10 tenancy pursuant to an exempt residential agreement is effective five days
11 after service of written notice to ~~quit~~ TERMINATE TENANCY.

12 (e.8) WHEN A TENANT HOLDS OVER AND MAINTAINS POSSESSION
13 OF A RESIDENTIAL PREMISES AFTER THE LANDLORD HAS PROPERLY
14 INITIATED A NO-FAULT EVICTION, AS DEFINED IN SECTION 38-12-1301 (6),
15 AND SATISFIED THE NOTICE REQUIREMENTS AND OTHER REQUIREMENTS
16 ASSOCIATED WITH THE NO-FAULT EVICTION, AS DESCRIBED IN SECTION
17 38-12-1303 (3);

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

1 OTHERS OR CAUSED A NUISANCE, REQUIRING IN THE ALTERNATIVE
2 CESSATION OF THE CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A
3 NUISANCE THAT INTERFERES WITH THE QUIET ENJOYMENT OF THE
4 LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR IMMEDIATELY
5 ADJACENT PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME
6 PROPERTY, OR MALICIOUSLY OR BY REASON OF NEGLIGENCE DAMAGED
7 THE HOUSING ACCOMMODATION OR POSSESSION OF THE PREMISES SO
8 HELD; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN
9 EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS
10 REQUIRED PURSUANT TO THIS SUBSECTION (1)(j), AND FOR AN EXEMPT
11 RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO
12 THIS SECTION.

13 (II) THE LAWFUL EXERCISE BY A TENANT OF ANY RIGHTS
14 PURSUANT TO ANY LAW OR RULE RELATING TO OCCUPANCY OF A
15 PROPERTY, INCLUDING THIS SUBSECTION (1)(j), SHALL NOT BE DEEMED TO
16 INTERFERE WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
17 TENANTS OR OTHER GROUND FOR EVICTION PURSUANT TO THIS
18 SUBSECTION (1)(j).

19 (III) IT SHALL NOT CONSTITUTE A NUISANCE OR DISTURBANCE FOR
20 PURPOSES OF THIS SUBSECTION (1)(j) IF A VICTIM OF DOMESTIC VIOLENCE
21 IS BEING ACCUSED OF CAUSING A DISTURBANCE OR NUISANCE AS A DIRECT
22 RESULT OF BEING A VICTIM OF DOMESTIC VIOLENCE. THIS EXCEPTION
23 APPLIES ONLY TO VICTIMS OF DOMESTIC VIOLENCE AND NOT TO
24 PERPETRATORS.

25 **SECTION 4.** In Colorado Revised Statutes, **amend** 13-40-106 as
26 follows:

27 **13-40-106. Written demand.** (1) The demand required by

1 section 13-40-104 OR 38-12-1303 shall be made in writing, specifying the
2 grounds of the demandant's right to the possession of ~~such~~ THE premises,
3 INCLUDING A SPECIFIC DESCRIPTION OF THE ALLEGED VIOLATION OR
4 NO-FAULT EVICTION GROUNDS, describing the ~~same~~ PREMISES, and
5 INDICATING the DATE AND time when the ~~same~~ PREMISES shall be
6 delivered up, and shall be signed by the person claiming such possession,
7 ~~his~~ THE PERSON'S agent, or ~~his~~ THE PERSON'S attorney.

8 (2) The demand REQUIRED BY SECTION 13-40-104 OR 38-12-1303
9 must also include a statement that a residential tenant who receives
10 supplemental security income, social security disability insurance under
11 Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et seq., as
12 amended, or cash assistance through the Colorado works program created
13 in part 7 of article 2 of title 26 has a right to mediation prior to the
14 landlord filing an eviction complaint with the court pursuant to section
15 13-40-110.

16 (3) THE DEMAND OR NOTICE REQUIRED BY SECTION 13-40-104 OR
17 38-12-1303 MUST BE WRITTEN IN ENGLISH, SPANISH, ~~OR~~ ANY OTHER
18 LANGUAGE THAT THE LANDLORD KNOWS, OR HAS REASON TO KNOW, IS
19 THE PRIMARY LANGUAGE OF THE TENANT.

20 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-107 as
21 follows:

22 **13-40-107. Notice to terminate tenancy.** (1) ~~A tenancy may be~~
23 ~~terminated by notice in writing, served not less than the respective period~~
24 ~~fixed before the end of the applicable tenancy, as follows:~~ A LANDLORD
25 OF NONRESIDENTIAL REAL PROPERTY OR A RESIDENTIAL PREMISES
26 DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b) OR A TENANT OF ANY
27 SUCH PROPERTY OR PREMISES MAY TERMINATE A PERIODIC TENANCY AT

1 THE END OF THE TENANCY PERIOD OR ELECT TO NOT RENEW A FIXED TERM
2 TENANCY AT THE END OF THE FIXED TERM BY SERVING WRITTEN NOTICE
3 THAT EXPIRES AT THE END OF THE PERIOD OR FIXED TERM, BASED ON THE
4 LENGTH OF THE APPLICABLE TENANCY DESCRIBED IN SUBSECTION (2) OF
5 THIS SECTION.

6 (2) THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (1) OF THIS
7 SECTION MUST BE SERVED BEFORE THE END OF THE PERIOD OR FIXED TERM,
8 AS FOLLOWS:

- 9 (a) A tenancy for one year or longer, AT LEAST ninety-one days;
- 10 (b) A tenancy of six months or longer but less than a year, AT
11 LEAST twenty-eight days;
- 12 (c) A tenancy of one month or longer but less than six months, AT
13 LEAST twenty-one days;
- 14 (d) A tenancy of one week or longer but less than one month, or
15 a tenancy at will, AT LEAST three days;
- 16 (e) A tenancy for less than one week, AT LEAST one day.

17 ~~(2)~~ (3) ~~Such~~ THE WRITTEN notice ~~shall~~ DESCRIBED IN SUBSECTION
18 (1) OF THIS SECTION MUST:

- 19 (a) Describe the property and the particular ~~time~~ DATE when the
20 tenancy will terminate; and
- 21 (b) ~~shall~~ Be signed by the landlord or tenant, the party giving such
22 notice, or ~~his~~ THE LANDLORD'S OR TENANT'S agent or attorney.

23 ~~(3) Any person in possession of real property with the assent of~~
24 ~~the owner is presumed to be a tenant at will until the contrary is shown.~~

25 (4) No WRITTEN notice ~~to quit shall be~~ UNDER SUBSECTION (1) OF
26 THIS SECTION IS necessary from or to a tenant ~~whose term~~ WITH A
27 FIXED-TERM TENANCY THAT is, by agreement, to end at a time certain.

1 (5) Except as otherwise provided in section 38-33-112, C.R.S., the
2 provisions of subsections (1) and (4) of this section shall not apply to the
3 termination of a residential tenancy during the ninety-day period provided
4 for in said section.

5 **SECTION 6.** In Colorado Revised Statutes, 13-40-107.5, **amend**
6 (4)(a) and (4)(b) as follows:

7 **13-40-107.5. Termination of tenancy for substantial violation**
8 **- definition - legislative declaration.** (4) (a) A tenancy may be
9 terminated at any time on the basis of a substantial violation. The
10 termination ~~shall be~~ IS effective three days after service of written notice
11 to ~~quit~~ TERMINATE TENANCY.

12 (b) The notice to ~~quit shall~~ TERMINATE TENANCY MUST describe
13 the property, the particular ~~time~~ DATE when the tenancy will terminate,
14 and the grounds for termination. The notice ~~shall~~ MUST be signed by the
15 landlord or by the landlord's agent or attorney.

16 **SECTION 7.** In Colorado Revised Statutes, **amend** 13-40-108 as
17 follows:

18 **13-40-108. Service of notice to vacate or demand.** A WRITTEN
19 notice to ~~quit~~ VACATE or demand for possession of real property AS
20 REQUIRED BY SECTION 13-40-104, 38-12-202, 38-12-204, OR 38-12-1303
21 may be served by delivering a copy ~~thereof~~ OF THE NOTICE to the A
22 ~~KNOWN tenant or other person~~ occupying ~~such~~ THE premises, or by
23 leaving such copy with some person, a member of the tenant's family
24 above the age of fifteen years, residing on or in charge of the premises,
25 or, in case no one is on the premises ~~at the time service is attempted~~
26 AFTER ATTEMPTS AT PERSONAL SERVICE AT LEAST ONCE ON TWO
27 SEPARATE DAYS, by posting ~~such~~ THE copy in some conspicuous place on

1 the premises.

2 **SECTION 8.** In Colorado Revised Statutes, 13-40-110, **amend**
3 (2) as follows:

4 **13-40-110. Action - how commenced - report.** (2) In an action
5 for termination of a tenancy in a mobile home park, the complaint, in
6 addition to the requirements of subsection (1) of this section, must specify
7 the reasons for termination as the reasons are stated in section 38-12-203.
8 The complaint must specify the approximate time, place, and manner in
9 which the tenant allegedly committed the acts giving rise to the
10 complaint. If the action is based on the mobile home or mobile home lot
11 being out of compliance with the rules and regulations adopted pursuant
12 to section 38-12-214, the complaint must specify that the home owner
13 was given ninety days after the date of service or posting of the notice to
14 ~~quit~~ TERMINATE TENANCY to cure the noncompliance, that ninety days
15 have passed, and the noncompliance has not been cured.

16 **SECTION 9.** In Colorado Revised Statutes, 38-12-202, **amend**
17 (1)(a) introductory portion, (1)(b), and (3) as follows:

18 **38-12-202. Tenancy - notice to terminate tenancy.** (1) (a) ~~No~~
19 Tenancy or other lease or rental occupancy of space in a mobile home
20 park ~~shall~~ MAY NOT commence without a written lease or rental
21 agreement, and ~~no~~ tenancy in a mobile home park shall NOT be terminated
22 until a notice to ~~quit~~ TERMINATE TENANCY or notice of nonpayment of
23 rent has been served. A notice to ~~quit shall~~ TERMINATE TENANCY MUST be
24 in writing and ~~in the form specified in section 13-40-107 (2)~~ INCLUDE A
25 DESCRIPTION OF THE PROPERTY. The property description ~~required in~~
26 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

27 (b) Service of the notice to ~~quit shall~~ TERMINATE TENANCY MUST

1 be as specified in section 13-40-108. ~~C.R.S.~~ Service by posting shall be
2 IS deemed legally sufficient within the meaning of section 13-40-108
3 ~~C.R.S.~~, if the notice is affixed to the main entrance of the mobile home.

4 (3) In any notice provided by the management as required by this
5 section, the management shall specify the reason for the termination, as
6 described in section 38-12-203, of the tenancy that is the subject of the
7 notice. If the management is terminating the tenancy because the mobile
8 home or mobile home lot is out of compliance with local ordinances or
9 state laws or rules relating to mobile homes and mobile home lots, as
10 described in section 38-12-203 (1)(a), or out of compliance with written
11 rules and regulations of the mobile home park, as described in section
12 38-12-203 (1)(c), the notice must include a statement advising the home
13 owner that the home owner has a right to cure the noncompliance within
14 ninety days after the date of service or posting of the notice to ~~quit~~
15 TERMINATE TENANCY. This ninety-day period runs concurrently with the
16 ninety-day period to sell the mobile home or remove it from the premises
17 as set forth in subsection (1)(c)(I) of this section. Rent payment and other
18 agreed tenant obligations remain in effect during this ninety-day period,
19 and acceptance of rent by a landlord during this ninety-day period does
20 not constitute a waiver of the landlord's right to terminate the tenancy for
21 any noncompliance described in section 38-12-203 (1)(a) or (1)(c).

22 **SECTION 10.** In Colorado Revised Statutes, 38-12-204.3,
23 **amend** (1) introductory portion, (1)(a), and (2) as follows:

24 **38-12-204.3. Notice required for termination.** (1) Where the
25 tenancy of a mobile home owner is being terminated under section
26 38-12-202 or section 38-12-204, the landlord or mobile home park owner
27 shall provide such mobile home owner with written notice as provided for

1 in subsection (2) of this section. Service of such notice ~~shall~~ MUST occur
2 at the same time and in the same manner as service of:

3 (a) The notice to ~~quit~~ TERMINATE TENANCY as provided in section
4 38-12-202 (1); or

5 (2) The notice required under this section must be in at least
6 ten-point type and must read as follows:

7 IMPORTANT NOTICE TO THE HOME OWNER:

8 This notice and the accompanying notice to ~~quit~~ TERMINATE
9 TENANCY/notice of nonpayment of rent are the first steps in the eviction
10 process. Any dispute you may have regarding the grounds for eviction
11 should be addressed with your landlord or the management of the mobile
12 home park or in the courts if an eviction action is filed. Please be advised
13 that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado
14 Revised Statutes, and the "Mobile Home Park Act Dispute Resolution and
15 Enforcement Program" created in section 38-12-1104, Colorado Revised
16 Statutes, may provide you with legal protection.

17 NOTICE TO ~~QUIT~~ TERMINATE TENANCY: In order to terminate a
18 home owner's tenancy, the landlord or management of a mobile home
19 park must serve to a home owner a notice to ~~quit~~ TERMINATE TENANCY.
20 The notice must be in writing and must contain certain information,
21 including:

- 22 ● The grounds for the termination of the tenancy;
- 23 ● Whether or not the home owner has a right to cure under
24 the "Mobile Home Park Act"; and
- 25 ● That the home owner has the option of mediation pursuant
26 to section 38-12-216, Colorado Revised Statutes, of the
27 "Mobile Home Park Act" and the option of filing a

1 complaint through the "Mobile Home Park Act Dispute
2 Resolution and Enforcement Program" created in section
3 38-12-1104, Colorado Revised Statutes.

4 NOTICE OF NONPAYMENT OF RENT: In order to terminate
5 a home owner's tenancy due to nonpayment of rent, the landlord or
6 management of a mobile home park must serve to a home owner a notice
7 of nonpayment of rent. The notice must be in writing and must require
8 that the home owner either make payment of rent or sell the owner's unit
9 or remove it from the premises within a period of not less than ten days
10 after the date the notice is served or posted, for failure to pay rent when
11 due.

12 CURE PERIODS: If the home owner has a right to cure under the
13 "Mobile Home Park Act", the landlord or management of a mobile home
14 park cannot terminate a home owner's tenancy without first providing the
15 home owner with a time period to cure the noncompliance. "Cure" refers
16 to a home owner remedying, fixing, or otherwise correcting the situation
17 or problem that made the tenancy subject to termination pursuant to
18 sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

19 COMMENCEMENT OF LEGAL ACTION TO TERMINATE
20 THE TENANCY: After the last day of the applicable notice period
21 required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal
22 action may be commenced to take possession of the space leased by the
23 home owner. In order to evict a home owner, the landlord or management
24 of the mobile home park must prove:

- 25 ● The landlord or management complied with the notice
26 requirements of the "Mobile Home Park Act";
- 27 ● The landlord or management provided the home owner

- 1 with a statement of reasons for termination of the tenancy;
- 2 and
- 3 ● The reasons for termination of the tenancy are true and
- 4 valid under the "Mobile Home Park Act".

5 To defend against an eviction action, a home owner must appear
6 in court. If the court rules in favor of the landlord or management of the
7 mobile home park, the home owner has not less than thirty days from the
8 time of the ruling to either remove or sell the mobile home and to vacate
9 the premises. If the home owner wishes to extend such period beyond
10 thirty days but not more than sixty days from the date of the ruling, the
11 home owner shall prepay to the landlord an amount equal to a pro rata
12 share of rent for each day following the expiration of the initial thirty-day
13 period after the court's ruling that the mobile home owner will remain on
14 the premises. All prepayments shall be paid no later than thirty days after
15 the court ruling. This section does not preclude earlier removal by law
16 enforcement officers of a mobile home or one or more mobile home
17 owners or occupants from the mobile home park if a mobile home owner
18 violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303,
19 Colorado Revised Statutes.

20 **SECTION 11.** In Colorado Revised Statutes, 38-12-701, **amend**
21 (2)(b) as follows:

22 **38-12-701. Notice of rent increase.** (2) (b) A landlord ~~may~~
23 SHALL not terminate a residential tenancy in which there is no written
24 agreement by serving a tenant with a notice to ~~quit pursuant to section~~
25 ~~13-40-107~~ TERMINATE TENANCY with the primary purpose of increasing
26 a tenant's rent in a manner inconsistent with this section.

27 **SECTION 12.** In Colorado Revised Statutes, 38-12-222, **amend**

1 (3) as follows:

2 **38-12-222. Residents' right to privacy.** (3) Except when posting
3 notices that are required by law or by a rental agreement, the management
4 shall make a reasonable effort to notify a resident of the management's
5 intention to enter the mobile home space at least ~~forty-eight~~
6 SEVENTY-TWO hours before entry. The notification must include the date
7 and approximate time of the planned entry and must be delivered in a
8 manner that is reasonably likely to be seen or heard by the resident in a
9 timely manner.

10 **SECTION 13.** In Colorado Revised Statutes, 38-12-508, **amend**
11 (4) as follows:

12 **38-12-508. Landlord's defenses to a claim of breach of**
13 **warranty - limitations on claiming a breach.** (4) Except as provided
14 in section 38-12-509 (2), a tenant may not assert a breach of the warranty
15 of habitability as a defense to a landlord's action for possession based
16 upon a nonmonetary violation of the rental agreement or for an action for
17 possession based upon a notice to ~~quit~~ TERMINATE TENANCY or vacate.

18 **SECTION 14.** In Colorado Revised Statutes, 38-12-509, **amend**
19 (1.5) as follows:

20 **38-12-509. Prohibition on retaliation.** (1.5) A tenant may assert
21 as a defense to a landlord's action for possession, including an action for
22 possession based on a nonmonetary violation of the rental agreement or
23 an action for possession based upon a notice to ~~quit~~ TERMINATE TENANCY
24 or vacate, that the landlord retaliated against the tenant in violation of
25 subsection (1) of this section.

26 **SECTION 15.** In Colorado Revised Statutes, 38-33-112, **amend**
27 (3) as follows:

1 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE
2 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the
3 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~
4 except that ~~no~~ A residential tenancy shall NOT be terminated prior to the
5 expiration date of the existing lease agreement, if any, unless consented
6 to by both the tenant and the developer. If the term of the lease has less
7 than ninety days remaining when notification is mailed or delivered, as
8 the case may be, or if there is no written lease agreement, residential
9 tenancy ~~may~~ SHALL not be terminated by the developer less than ninety
10 days after the date the notice is mailed or delivered, as the case may be,
11 to the tenant, unless consented to by both the tenant and the developer.
12 The return receipt ~~shall be~~ IS prima facie evidence of receipt of notice. If
13 the term of the lease has less than ninety days remaining when
14 notification is mailed or delivered, as the case may be, the tenant may
15 hold over for the remainder of said ninety-day period under the same
16 terms and conditions of the lease agreement if the tenant makes timely
17 rental payments and performs other conditions of the lease agreement.

18 **SECTION 16. Severability.** If any provision of this act or the
19 application of this act to any person or circumstance is held invalid, such
20 invalidity does not affect other provisions or applications of the act that
21 can be given effect without the invalid provision or application, and to
22 this end the provisions of this act are declared to be severable.

23 **SECTION 17. Safety clause.** The general assembly finds,
24 determines, and declares that this act is necessary for the immediate
25 preservation of the public peace, health, or safety or for appropriations for
26 the support and maintenance of the departments of the state and state
27 institutions.