CHAPTER 158

PROPERTY

SENATE BILL 24-094

BY SENATOR(S) Gonzales and Exum, Buckner, Cutter, Fields, Hinrichsen, Jaquez Lewis, Michaelson Jenet, Priola, Sullivan, Winter F.;
also REPRESENTATIVE(S) Lindsay and Froelich, Amabile, Bacon, Boesenecker, Brown, deGruy Kennedy, Garcia, Hernandez, Herod, Jodeh, Joseph, Kipp, Mabrey, Marvin, Ortiz, Rutinel, Sirota, Velasco, Vigil, Weissman.

AN ACT

CONCERNING SAFE HOUSING FOR RESIDENTIAL TENANTS, AND, IN CONNECTION THEREWITH, ESTABLISHING AND CLARIFYING PROCEDURES REGARDING A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY.

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

SECTION 1. In Colorado Revised Statutes, 38-12-501, **amend** (2)(b); and **add** (2)(d), (2)(e), and (3) as follows:

38-12-501. Legislative declaration - matter of statewide concern - purposes and policies. (2) The underlying purposes and policies of this part 5 are to:

(b) Encourage landlords and tenants to maintain and improve the quality of housing; ~~and~~

(d) PROMOTE PUBLIC HEALTH BY ENSURING RENTAL HOUSING IS SAFE AND HEALTHY FOR TENANTS; AND

(e) PROTECT AND PROVIDE REMEDIES FOR TENANTS WHO EXPERIENCE UNINHABITABLE CONDITIONS AT THEIR RESIDENTIAL PREMISES.

(3) THIS PART 5 SHOULD BE BROADLY INTERPRETED TO ACHIEVE ITS INTENDED PURPOSE.

SECTION 2. In Colorado Revised Statutes, 38-12-502, **amend** (1), (4.5), (5), and (9); **repeal** (4) and (10); and **add** (2.5), (4.6), (4.8), (5.7), (6.3), (6.5), (6.8), and (11) as follows:

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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.

38-12-502. Definitions. As used in this part 5 and part 8 of this article 12, unless the context otherwise requires:

(1) "Appliance" means a refrigerator, range stove, ~~or~~ oven, AIR CONDITIONER, PERMANENT COOLING DEVICE, OR PORTABLE COOLING DEVICE that is included within a residential premises by a landlord. ~~for the use of the tenant pursuant to the rental agreement or any other agreement between the landlord and the tenant.~~ Nothing in this ~~section~~ PART 5 requires a landlord to provide ~~any~~ AN appliance, and ~~section 38-12-505~~ THIS PART 5 applies to appliances solely to the extent that appliances are part of a written agreement between the landlord and the tenant or are otherwise actually provided to a tenant by the landlord at the inception of OR DURING the ~~tenant's occupancy of the residential premises~~ TENANCY FOR THE DURATION OF THE RENTAL AGREEMENT.

(2.5) "DISABILITY" HAS THE SAME MEANING AS SET FORTH IN THE FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC. 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND IMPLEMENTING REGULATIONS.

(4) ~~"Electronic notice" means notice by electronic mail or an electronic portal or management communications system that is available to both a landlord and a tenant.~~

(4.5) "Environmental public health event" means a ~~natural~~ disaster or an environmental event, such as a wildfire, a flood, or a release of toxic contaminants, that could create negative health and safety impacts OR OTHERWISE MAKES A RESIDENTIAL PREMISES UNINHABITABLE, AS DESCRIBED IN SECTION 38-12-505, for tenants that live in nearby residential premises.

(4.6) "EXTREME HEAT EVENT" MEANS A DAY ON WHICH THE NATIONAL WEATHER SERVICE OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION HAS DECLARED, PREDICTED, OR INDICATED THAT THERE IS A HEAT ADVISORY, EXCESSIVE HEAT WATCH, OR EXCESSIVE HEAT WARNING FOR THE COUNTY IN WHICH A RESIDENTIAL PREMISES IS LOCATED.

(4.8) "HOTEL ROOM" MEANS ONE OR MORE ROOMS IN A LICENSED OR PERMITTED COMMERCIAL LODGING ESTABLISHMENT.

(5) "Landlord" means the owner, manager, lessor, ~~or~~ sublessor, SUCCESSOR IN INTEREST, OR AGENT OF THE OWNER of a residential premises.

(5.7) (a) "MAINTENANCE SERVICE" MEANS ANY SERVICE PROVIDED AT A LANDLORD'S EXPENSE FOR THE PURPOSE OF GENERALLY MAINTAINING, INSPECTING, REPAIRING, OR ENSURING THE UPKEEP AND PRESERVATION OF A RESIDENTIAL PREMISES.

(b) "MAINTENANCE SERVICE" DOES NOT INCLUDE A ONE-TIME OR SPECIALIZED THIRD-PARTY CONTRACTOR WHO IS NOT AN AGENT OF THE LANDLORD AND ONLY PROVIDES A LIMITED OR EXPERT SERVICE TO A RESIDENTIAL PREMISES.

(6.3) "ORGANIZING" MEANS ANY LAWFUL, CONCERTED ACTIVITY BY A TENANT OR

A TENANT'S GUEST OR AN INVITEE FOR THE PURPOSE OF MUTUAL AID OR ESTABLISHING, SUPPORTING, OR OPERATING A TENANTS' ASSOCIATION OR SIMILAR ORGANIZATION OR EXERCISING ANY OTHER RIGHT OR REMEDY PROVIDED BY LAW.

(6.5) (a) "PORTABLE COOLING DEVICE" MEANS AN AIR CONDITIONER OR EVAPORATIVE COOLER, INCLUDING DEVICES MOUNTED IN A WINDOW OR THAT ARE DESIGNED TO SIT ON THE FLOOR.

(b) "PORTABLE COOLING DEVICE" DOES NOT INCLUDE A PERMANENT COOLING DEVICE WHERE INSTALLATION OF THE DEVICE REQUIRES PERMANENT ALTERATION TO THE DWELLING UNIT.

(6.8) "REMEDIAL ACTION" MEANS TIMELY AND GOOD FAITH EFFORTS TO REPAIR OR REMEDY AN UNINHABITABLE CONDITION AT A RESIDENTIAL PREMISES OR DWELLING UNIT AND TO MITIGATE ANY NEGATIVE EFFECT OF THE CONDITION.

(9) (a) "Tenant" means ~~a person~~ AN INDIVIDUAL entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

(b) "TENANT" INCLUDES ANY MEMBER OF A TENANT'S HOUSEHOLD, INCLUDING ANY INDIVIDUAL WHO HAS A RIGHT TO OCCUPY THE DWELLING UNIT WITH THE TENANT UNDER ANY LOCAL, STATE, OR FEDERAL LAW; THE RENTAL AGREEMENT; OR ANY SEPARATE AGREEMENT WITH THE LANDLORD OR ANY INDIVIDUAL WHO OTHERWISE HAS EXPLICIT OR IMPLICIT PERMISSION FROM THE LANDLORD TO OCCUPY THE DWELLING UNIT.

(10) ~~"Vulnerable population" means children, individuals with asthma, individuals with disabilities, individuals who are pregnant, or any other group of individuals that has health conditions that could make the individuals more susceptible to environmental contaminants.~~

(11) (a) "WRITTEN", "WRITING", OR "IN WRITING" MEANS ANY RECORD CONVEYING INFORMATION IN A FORM THAT MAY BE RETAINED BY THE RECIPIENT OR SENDER OR THAT IS CAPABLE OF BEING DISPLAYED IN VISUAL TEXT IN A FORM THE INDIVIDUAL MAY RETAIN, INCLUDING PAPER, ELECTRONIC, AND DIGITAL.

(b) "WRITTEN", "WRITING", OR "IN WRITING", AS DEFINED IN SUBSECTION (11)(a) OF THIS SECTION, APPLIES ONLY TO THIS PART 5 AND DOES NOT APPLY TO THE WRITTEN NOTICE OR DEMAND REQUIREMENTS IN ARTICLE 40 OF TITLE 13.

SECTION 3. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 38-12-503 as follows:

38-12-503. Warranty of habitability - notice - landlord obligations. (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN HABITATION AT THE INCEPTION OF THE TENANT'S OCCUPANCY AND THAT THE LANDLORD WILL MAINTAIN THE RESIDENTIAL PREMISES AS FIT FOR HUMAN HABITATION THROUGHOUT THE ENTIRE PERIOD THAT THE TENANT LAWFULLY OCCUPIES THE RESIDENTIAL PREMISES OR DWELLING UNIT.

(2) A LANDLORD BREACHES THE WARRANTY OF HABITABILITY SET FORTH IN SUBSECTION (1) OF THIS SECTION IF:

(a) A RESIDENTIAL PREMISES IS:

(I) UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505; OR

(II) IN A CONDITION THAT MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY; AND

(b) THE LANDLORD HAS NOTICE, AS DESCRIBED IN SUBSECTION (3)(e) OF THIS SECTION, OF THE CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION AND:

(I) HAS FAILED TO COMMENCE REMEDIAL ACTION IN ACCORDANCE WITH SUBSECTION (4) OF THIS SECTION WITHIN THE FOLLOWING PERIOD AFTER HAVING NOTICE:

(A) TWENTY-FOUR HOURS, WHERE THE CONDITION MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY; OR

(B) SEVENTY-TWO HOURS, WHERE THE RESIDENTIAL PREMISES ARE UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE;

(II) HAS COMMENCED REMEDIAL ACTION, IN ACCORDANCE WITH SUBSECTION (4) OF THIS SECTION, WITHIN THE PERIOD DESCRIBED IN SUBSECTION (2)(b)(I) OF THIS SECTION, BUT FAILED TO CONTINUE PERFORMING THE REMEDIAL ACTION AS NEEDED UNTIL THE CONDITION WAS REMEDIED OR REPAIRED;

(III) HAS FAILED TO COMPLETELY REMEDY OR REPAIR THE CONDITION WITHIN A REASONABLE TIME AFTER COMMENCING REMEDIAL ACTION;

(IV) HAS FAILED TO COMPLY WITH SUBSECTION (8) OF THIS SECTION CONCERNING A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT; OR

(V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE INCEPTION OF THE TENANT'S OCCUPANCY.

(3) (a) THERE IS A REBUTTABLE PRESUMPTION THAT A LANDLORD HAS FAILED TO COMMENCE REMEDIAL ACTION, CONTINUE PERFORMING REMEDIAL ACTION, OR COMPLETELY REMEDY OR REPAIR A CONDITION THAT RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE WITHIN A REASONABLE TIME IF THE TENANT ESTABLISHES THAT THE RESIDENTIAL PREMISES IS UNINHABITABLE, AS DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, THE TENANT ESTABLISHES THAT THE LANDLORD HAS NOTICE OF THE UNINHABITABLE CONDITION, AS DESCRIBED IN SUBSECTION (3)(e) OF THIS SECTION, AND:

(I) THE LANDLORD HAS FAILED TO COMMUNICATE WITH THE TENANT AFTER HAVING NOTICE OF A CONDITION WITHIN THE TIME FRAME REQUIRED UNDER SUBSECTION (6) OF THIS SECTION; OR

(II) THE CONDITION CONTINUES TO EXIST:

(A) FOURTEEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED NOTICE OF THE CONDITION, WHERE THE RESIDENTIAL PREMISES ARE UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE; OR

(B) SEVEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED NOTICE OF THE CONDITION, WHERE THE CONDITION MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY.

(b) (I) A LANDLORD MAY REBUT THE PRESUMPTION DESCRIBED IN SUBSECTION (3)(a) OF THIS SECTION BY ESTABLISHING, BY A PREPONDERANCE OF THE EVIDENCE, THAT:

(A) THE LANDLORD COMMENCED AND CONTINUED PERFORMING REMEDIAL ACTION BUT THE CONDITION COULD NOT BE COMPLETELY REMEDIED OR REPAIRED DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE CONTROL;

(B) REMEDIAL ACTION WOULD REQUIRE ENTRY TO THE TENANT'S DWELLING UNIT AND THE TENANT UNREASONABLY DENIED THE LANDLORD ENTRY TO THE DWELLING UNIT; OR

(C) THE TENANT ENGAGED IN CONDUCT THAT UNREASONABLY DELAYED OR OTHERWISE PREVENTED THE LANDLORD FROM COMMENCING REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION (2)(b)(I) OF THIS SECTION, FROM CONTINUING TO PERFORM REMEDIAL ACTION, OR FROM COMPLETELY REMEDYING OR REPAIRING THE CONDITION WITHIN A REASONABLE TIME.

(II) A TENANT OTHERWISE HAS THE BURDEN OF PROOF TO ESTABLISH A BREACH OF THE WARRANTY OF HABITABILITY.

(c) NOTWITHSTANDING THE CIRCUMSTANCES DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION, A LANDLORD MUST REASONABLY CONTINUE TO MAKE EFFORTS TO COMMENCE OR CONTINUE PERFORMING REMEDIAL ACTION TO REMEDY OR REPAIR A CONDITION THAT RENDERS THE TENANT'S RESIDENTIAL PREMISES UNINHABITABLE AND FOR WHICH THE LANDLORD HAS NOTICE. THESE EFFORTS TO COMMENCE OR CONTINUE PERFORMING REMEDIAL ACTION SHALL INCLUDE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION WITH THE TENANT AND MAY REQUIRE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION WITH MAINTENANCE STAFF, THIRD-PARTY CONTRACTORS, A GOVERNMENT OFFICIAL, OR ANY OTHER PERSON WHOSE INVOLVEMENT IS NECESSARY TO REMEDY OR REPAIR THE CONDITION.

(d) IF A TENANT DENIES ENTRY TO THE DWELLING UNIT AND ENTRY TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR CONTINUE PERFORMING REMEDIAL ACTION, THE PRESUMPTIVE TIME PERIODS DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS SECTION ARE TOLLED UNTIL THE DATE THAT THE TENANT PROPOSES AS A REASONABLE ALTERNATIVE DATE AND TIME FOR ENTRY OR ANOTHER DATE AND TIME THAT THE LANDLORD PROPOSES AND TO WHICH THE TENANT AGREES IN ACCORDANCE WITH SUBSECTION (6)(b) OF THIS SECTION.

(e) A LANDLORD HAS NOTICE OF A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION IF THERE IS ANY WRITING THAT PROVIDES A BASIS FOR THE LANDLORD TO SUBSTANTIALLY KNOW THAT THE CONDITION EXISTS OR MAY EXIST, INCLUDING:

(I) WRITTEN NOTICE FROM A GOVERNMENTAL ENTITY REGARDING THE CONDITION;

(II) WRITTEN NOTICE FROM A THIRD PARTY REGARDING THE CONDITION;

(III) WRITTEN NOTICE FROM A TENANT CONCERNING A CONDITION THAT MAY AFFECT MULTIPLE TENANTS;

(IV) A TENANT'S WRITTEN CORRESPONDENCE WITH MAINTENANCE STAFF OR A MAINTENANCE SERVICE PROVIDED BY THE LANDLORD, INCLUDING A MAINTENANCE SERVICE PROVIDED BY A THIRD PARTY;

(V) WRITTEN OBSERVATIONS OR WRITTEN REPORTS THAT THE LANDLORD HAS OBTAINED PERSONALLY, DIRECTLY, OR INDIRECTLY; OR

(VI) WRITTEN NOTICE FROM THE TENANT REGARDING THE CONDITION, WHICH NOTICE IS SENT IN A MANNER THAT THE LANDLORD TYPICALLY USES TO COMMUNICATE WITH THE TENANT.

(f) (I) ANY NOTICE PROVIDED BY A TENANT IS SUFFICIENT IF THE NOTICE IS PROVIDED TO THE LANDLORD IN A MANNER THAT IS REQUIRED OR PERMITTED BY THE RENTAL AGREEMENT OR BY ANY PROPERTY RULES OR REGULATIONS PERTAINING TO THE TENANCY OR RESIDENTIAL PREMISES.

(II) A RENTAL AGREEMENT OR PROPERTY RULE OR REGULATION PERTAINING TO A TENANCY OR RESIDENTIAL PREMISES THAT STATES THAT A TENANT MAY OR MUST GIVE NOTICE OF AN UNINHABITABLE CONDITION TO THE LANDLORD VERBALLY WAIVES THE LANDLORD'S RIGHT TO RECEIVE WRITTEN NOTICE UNDER SUBSECTION (3)(e) OF THIS SECTION.

(4) (a) (I) UPON HAVING NOTICE OF A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, A LANDLORD SHALL COMMENCE REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION UNLESS THE CIRCUMSTANCES DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION PREVENTED THE LANDLORD FROM COMMENCING REMEDIAL ACTION.

(II) IF THE CONDITION MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY OR IS A CONDITION DESCRIBED IN SECTION 38-12-505 (4)(l), REMEDIAL ACTION MUST INCLUDE A LANDLORD PROVIDING THE TENANT, AT THE REQUEST OF THE TENANT AND WITHIN TWENTY-FOUR HOURS AFTER THE TENANT'S REQUEST:

(A) A COMPARABLE DWELLING UNIT, AS SELECTED BY THE LANDLORD, AT NO COST TO THE TENANT; OR

(B) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO COST TO THE TENANT.

(b) (I) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST INCLUDE AT LEAST THE SAME NUMBER OF BEDS AS THERE ARE BEDS USED IN A TENANT'S DWELLING UNIT.

(II) IF A TENANT REQUIRES A COMPARABLE DWELLING UNIT OR HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS:

(A) THE COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST INCLUDE A REFRIGERATOR WITH A FREEZER AND A RANGE STOVE OR OVEN; OR

(B) THE LANDLORD MUST PROVIDE A PER DIEM FOR DAILY MEALS AND INCIDENTALS FOR EACH TENANT IN AN AMOUNT THAT IS AT LEAST EQUAL TO THE COLORADO STATE EMPLOYEE PER DIEM FOR INTRASTATE TRAVEL AS ESTABLISHED BY THE DEPARTMENT OF PERSONNEL. THE LANDLORD MUST PROVIDE THE PER DIEM TO THE TENANT AT THE TIME THE LANDLORD REASONABLY EXPECTS THE TENANT TO BE IN A COMPARABLE DWELLING UNIT OR HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS AND FOR EVERY TWENTY-FOUR-HOUR PERIOD THEREAFTER.

(III) (A) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST BE HABITABLE, ACCESSIBLE TO AN INDIVIDUAL WITH DISABILITIES IF THE TENANT HAS A DISABILITY, AND LOCATED WITHIN FIVE MILES OF THE TENANT'S DWELLING UNIT, UNLESS THE TENANT CONSENTS AT THE TIME OF THE REQUEST OR AFTER THE REQUEST TO A COMPARABLE DWELLING UNIT OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES FROM THE TENANT'S DWELLING UNIT.

(B) THE LANDLORD MAY SELECT A COMPARABLE DWELLING UNIT OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES BUT LESS THAN TEN MILES FROM THE TENANT'S DWELLING UNIT IF THE COMPARABLE DWELLING UNIT OR HOTEL ROOM THAT IS FURTHER AWAY FROM THE TENANT'S DWELLING UNIT IS SUBSTANTIALLY LESS EXPENSIVE THAN OTHER OPTIONS THAT ARE AVAILABLE WITHIN FIVE MILES OF THE TENANT'S DWELLING UNIT.

(C) IF A COMPARABLE DWELLING UNIT OR HOTEL ROOM WITHIN FIVE OR TEN MILES OF THE TENANT'S DWELLING UNIT IS NOT AVAILABLE FOR THE TENANT'S USE IN ACCORDANCE WITH SUBSECTIONS (4)(b)(III)(A) AND (4)(b)(III)(B) OF THIS SECTION, THE LANDLORD MUST SELECT THE NEAREST AVAILABLE COMPARABLE DWELLING UNIT OR HOTEL ROOM.

(IV) IF A TENANT IS RELOCATED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION, A LANDLORD IS REQUIRED TO PAY FOR ONLY THE FOLLOWING EXPENSES THAT ARISE FROM RELOCATING THE TENANT:

(A) A PER DIEM ALLOWANCE PURSUANT TO SUBSECTION (4)(b)(II)(B) OF THIS SECTION; AND

(B) REASONABLE COSTS THAT ARE INCURRED DUE TO THE TENANT'S RELOCATION, INCLUDING STORAGE AND TRANSPORTATION COSTS.

(V) A RELOCATED TENANT REMAINS RESPONSIBLE FOR ANY PORTION OF THE RENT PAYMENT OWED UNDER THE RENTAL AGREEMENT DURING THE PERIOD OF ANY

TEMPORARY RELOCATION AND FOR THE REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING REMEDIATION.

(c) IF A TENANT IS PROVIDED A HOTEL ROOM DUE TO A CONDITION DESCRIBED IN SUBSECTION (4)(a)(II) OF THIS SECTION AND THE CONDITION CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE DAYS DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE CONTROL, THE LANDLORD IS REQUIRED TO PROVIDE THE HOTEL ROOM TO THE TENANT FOR ONLY UP TO SIXTY CONSECUTIVE DAYS. THE LANDLORD IS RELIEVED OF THE LANDLORD'S OBLIGATION TO PROVIDE HOTEL ACCOMMODATIONS TO THE TENANT IF THE LANDLORD:

(I) DETERMINES THAT THE CONDITION AT THE RESIDENTIAL PREMISES CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE DAYS DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE CONTROL;

(II) PROVIDES THE TENANT, AT THE EARLIEST OPPORTUNITY, WRITTEN NOTICE THAT SPECIFIES:

(A) THAT THE UNINHABITABLE CONDITION AT THE RESIDENTIAL PREMISES CANNOT BE REMEDIED OR REPAIRED TO A CONDITION THAT NO LONGER MATERIALLY INTERFERES WITH A TENANT'S LIFE, HEALTH, OR SAFETY WITHIN SIXTY CONSECUTIVE DAYS FROM THE START OF THE TENANT'S HOTEL STAY;

(B) THE DATE THAT THE TENANT'S HOTEL ACCOMMODATIONS WILL NO LONGER BE PROVIDED TO THE TENANT AT THE LANDLORD'S EXPENSE, WHICH DATE MUST BE NO EARLIER THAN SIXTY CONSECUTIVE DAYS AFTER THE START OF THE TENANT'S HOTEL STAY AT THE LANDLORD'S EXPENSE; AND

(C) THAT THE TENANT MAY TERMINATE THEIR RENTAL AGREEMENT WITH NO LIABILITY OR FINANCIAL PENALTY TO THE TENANT; AND

(III) RETURNS TO THE TENANT THE TENANT'S FULL SECURITY DEPOSIT ON OR BEFORE THE DATE THAT THE LANDLORD PROVIDES THE TENANT NOTICE IN ACCORDANCE WITH SUBSECTION (4)(c)(II) OF THIS SECTION.

(5) (a) A LANDLORD SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF ALL WRITTEN NOTICES AND CORRESPONDENCE, AS DESCRIBED IN SUBSECTION (3)(e) OF THIS SECTION, AND ALL DOCUMENTATION RELEVANT TO ANY UNINHABITABLE CONDITION OR REMEDIAL ACTION TAKEN TO REMEDY OR REPAIR A CONDITION THAT RENDERS A TENANT'S DWELLING UNIT UNINHABITABLE.

(b) A LANDLORD MUST MAINTAIN THE RECORDS DESCRIBED IN SUBSECTION (5)(a) OF THIS SECTION FOR THE ENTIRE PERIOD OF THE TENANT'S OCCUPANCY OF THE DWELLING UNIT AND FOR AT LEAST THREE YEARS THEREAFTER.

(c) A LANDLORD SHALL PROVIDE TO A TENANT, UPON REQUEST BY THE TENANT, ANY RECORD, NOTICE, CORRESPONDENCE, OR OTHER DOCUMENTATION RELATED TO A CONDITION OR REMEDIAL ACTION WITHIN TEN CALENDAR DAYS AFTER THE TENANT'S REQUEST.

(6) (a) A LANDLORD THAT HAS NOTICE OF A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION SHALL:

(I) CONTACT THE TENANT NOT MORE THAN TWENTY-FOUR HOURS AFTER RECEIVING THE NOTICE; EXCEPT THAT A LANDLORD MAY TAKE UP TO SEVENTY-TWO HOURS TO CONTACT THE TENANT AFTER THE LANDLORD HAS NOTICE THAT THE RESIDENTIAL PREMISES IS INACCESSIBLE BECAUSE OF AN ENVIRONMENTAL PUBLIC HEALTH EVENT. THE COMMUNICATION MUST INDICATE THE LANDLORD'S INTENTIONS TO REMEDY OR REPAIR THE CONDITION, INCLUDING AN ESTIMATE OF WHEN THE REMEDIAL ACTION WILL COMMENCE AND WHEN IT WILL BE COMPLETED.

(II) INFORM THE TENANT OF THE LANDLORD'S RESPONSIBILITIES UNDER SUBSECTION (4) OF THIS SECTION, INCLUDING THE LANDLORD'S OBLIGATION TO PROVIDE THE TENANT A COMPARABLE DWELLING UNIT OR HOTEL ROOM AT NO COST TO THE TENANT; AND

(III) PROVIDE THE TENANT WITH WRITTEN NOTICE AT LEAST TWENTY-FOUR HOURS IN ADVANCE OF ENTRY TO THE DWELLING UNIT IF ENTRY TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR MAINTAIN REMEDIAL ACTION; EXCEPT THAT THE LANDLORD IS NOT REQUIRED TO PROVIDE ADVANCE NOTICE WHEN THE CONDITION MATERIALLY AND IMMINENTLY THREATENS AN INDIVIDUAL'S LIFE, HEALTH, OR SAFETY OR WHEN THE CONDITION POSES AN ACTIVE AND ONGOING THREAT OF CAUSING, AND, WITHOUT IMMEDIATE REMEDIATION, WOULD CAUSE, SUBSTANTIAL AND MATERIAL DAMAGE TO THE RESIDENTIAL PREMISES.

(b) (I) A LANDLORD SHALL PROVIDE THE DATE AND TIME THE LANDLORD INTENDS TO ENTER A TENANT'S DWELLING UNIT AND A REASONABLE ESTIMATE OF THE DURATION THE LANDLORD, OR ANY OTHER PARTY ACTING ON BEHALF OF THE LANDLORD, WILL NEED TO BE IN THE TENANT'S DWELLING UNIT.

(II) EXCEPT AS PROVIDED IN SUBSECTION (6)(a)(III) OF THIS SECTION, A TENANT MAY REASONABLY DENY ENTRY TO THE DWELLING UNIT AT THE DATE AND TIME THE LANDLORD REQUESTS ENTRY. THE LANDLORD MUST THEN PROPOSE AND THE TENANT MAY ACCEPT OR PROPOSE A REASONABLE ALTERNATIVE DATE AND TIME FOR THE LANDLORD TO ENTER THE TENANT'S DWELLING UNIT.

(III) A TENANT MAY PERMIT THE LANDLORD TO ENTER THE DWELLING UNIT WITH LESS THAN TWENTY-FOUR HOURS ADVANCE NOTICE.

(7) A LANDLORD THAT HAS NOTICE OF A CONDITION, AS DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT THE TENANT'S DWELLING UNIT OR THE RESIDENTIAL PREMISES IS RESPONSIBLE FOR REMEDYING AND REPAIRING THE DWELLING UNIT OR RESIDENTIAL PREMISES TO A HABITABLE STANDARD AT THE LANDLORD'S EXPENSE, EXCEPT AS DESCRIBED IN SUBSECTION (9) OF THIS SECTION.

(8) (a) A LANDLORD THAT HAS NOTICE OF A CONDITION, AS DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT SHALL COMPLY WITH THE STANDARDS DESCRIBED IN SECTION 38-12-505 (1)(b)(XIII) WITHIN A REASONABLE AMOUNT OF TIME GIVEN THE CONDITION OF THE PREMISES AND AT THE LANDLORD'S EXPENSE.

(b) ONCE A GOVERNMENTAL ENTITY, GOVERNMENT OFFICIAL, LAW ENFORCEMENT OFFICER, OR PUBLIC SAFETY OFFICER DEEMS A TENANT'S DWELLING UNIT SAFE FOR REENTRY AFTER AN ENVIRONMENTAL PUBLIC HEALTH EVENT, THE LANDLORD MUST GRANT THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE DWELLING UNIT FOR THE PURPOSES OF RETRIEVING THE TENANT'S PERSONAL PROPERTY, EVEN IF THE RESIDENTIAL PREMISES THAT INCLUDES THE TENANT'S DWELLING UNIT IS CONSIDERED UNINHABITABLE UNDER THIS SECTION.

(c) A LANDLORD THAT HAS REMEDIED OR REPAIRED A RESIDENTIAL PREMISES TO A HABITABLE STANDARD FOLLOWING AN ENVIRONMENTAL PUBLIC HEALTH EVENT SHALL PROVIDE THE TENANT WITH DOCUMENTATION THAT DEMONSTRATES COMPLIANCE WITH THE STANDARDS DESCRIBED IN SECTION 38-12-505 (1)(b)(XIII).

(d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE LANDLORD HAS NOTICE OF A CONDITION THAT RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE AFTER AN ENVIRONMENTAL PUBLIC HEALTH EVENT IS NOT CONSIDERED EVIDENCE OF REMEDIATION.

(9) WHEN A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION IS SUBSTANTIALLY CAUSED BY THE MISCONDUCT OF THE TENANT, A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR AN INVITEE OF THE TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL, THE CONDITION DOES NOT CONSTITUTE A BASIS FOR A BREACH OF THE WARRANTY OF HABITABILITY UNDER SUBSECTION (2) OF THIS SECTION. IT IS NOT MISCONDUCT UNDER THIS SUBSECTION (9) BY A VICTIM OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING IF THE CONDITION IS THE RESULT OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING AND THE LANDLORD HAS NOTICE AT ANY TIME OF THE DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING, AS DESCRIBED IN SECTION 38-12-402 (2)(a).

(10) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT WAIVING OR MODIFYING ANY RIGHT, REMEDY, OBLIGATION, OR PROHIBITION PROVIDED IN THIS PART 5 IS VOID AS CONTRARY TO PUBLIC POLICY.

(11) A LANDLORD MAY TERMINATE A RENTAL AGREEMENT, IF PERMITTED BY THE RENTAL AGREEMENT AND WITHOUT FURTHER LIABILITY TO THE LANDLORD OR TENANT, IF THE RESIDENTIAL PREMISES IS DAMAGED AS A RESULT OF A SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT OR AN ACTION TAKEN BY A GOVERNMENTAL AUTHORITY THAT RENDERS CONTINUED OCCUPANCY OF THE RESIDENTIAL PREMISES IMPOSSIBLE OR UNLAWFUL AND:

(a) THE LANDLORD WAS NOT ALREADY IN BREACH OF THE WARRANTY OF HABITABILITY PRIOR TO THE SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

(b) IT WOULD BE IMPRACTICABLE FOR THE LANDLORD TO REMEDY OR REPAIR THE RESIDENTIAL PREMISES INTO COMPLIANCE WITH THE WARRANTY OF HABITABILITY

DUE TO THE SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

(c) THE LANDLORD GIVES A MINIMUM OF THIRTY DAYS' WRITTEN NOTICE TO THE TENANT CONCERNING THE TERMINATION OF THE RENTAL AGREEMENT DUE TO THE SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT OR GOVERNMENT ACTION AND COMPLIES WITH ALL LANDLORD OBLIGATIONS UNDER THIS PART 5 THROUGH THE DATE OF TERMINATION;

(d) THE LANDLORD GRANTS THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE TENANT'S DWELLING UNIT FOR THE PURPOSE OF RETRIEVING THE TENANT'S PERSONAL PROPERTY PRIOR TO THE TERMINATION OF THE RENTAL AGREEMENT; EXCEPT THAT, IF IT IS UNSAFE TO ENTER THE DWELLING UNIT PRIOR TO TERMINATION OF THE RENTAL AGREEMENT, THE LANDLORD SHALL AGREE IN A SIGNED WRITING TO GRANT THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE DWELLING UNIT TO RETRIEVE PERSONAL PROPERTY AT THE EARLIEST POSSIBLE TIME THAT IT IS SAFE TO DO SO;

(e) NOTWITHSTANDING SECTION 38-12-103, THE LANDLORD RETURNS THE TENANT'S SECURITY DEPOSIT PRIOR TO OR ON THE DATE OF THE TERMINATION OF THE RENTAL AGREEMENT; AND

(f) THE LANDLORD PROVIDES A PRORATED DISCOUNT OR REFUND FOR ANY PORTION OF RENT PAID DURING THE TIME THAT THE DWELLING UNIT IS UNINHABITABLE AND FOR WHICH A COMPARABLE DWELLING UNIT OR HOTEL ROOM WAS NOT PROVIDED TO THE TENANT.

(12) (a) UNLESS THE CIRCUMSTANCES DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION PREVENTED A LANDLORD FROM COMMENCING REMEDIAL ACTION, THE LANDLORD SHALL COMMENCE REMEDIAL ACTION WITHIN THE PERIOD DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION UPON HAVING NOTICE OF:

(I) MOLD ASSOCIATED WITH DAMPNESS IN A DWELLING UNIT; OR

(II) ANY OTHER CONDITION CAUSING THE RESIDENTIAL PREMISES TO BE DAMP, WHICH CONDITION, IF UNREMEDIED OR UNREPAIRED, COULD CREATE MOLD OR WOULD MATERIALLY INTERFERE WITH THE LIFE, HEALTH, OR SAFETY OF A TENANT.

(b) THE REMEDIAL ACTION REQUIRED PURSUANT TO SUBSECTION (12)(a) OF THIS SECTION MUST INCLUDE PERFORMING ALL OF THE FOLLOWING APPLICABLE TASKS WITHIN A REASONABLE AMOUNT OF TIME:

(I) MITIGATING IMMEDIATE RISK FROM MOLD BY INSTALLING A CONTAINMENT, STOPPING ACTIVE SOURCES OF WATER CONTRIBUTING TO THE MOLD, INSTALLING A HIGH-EFFICIENCY PARTICULATE AIR FILTRATION DEVICE TO REDUCE A TENANT'S EXPOSURE TO MOLD, AND PERFORMING ALL OF THESE TASKS WITHIN SEVENTY-TWO HOURS AFTER RECEIVING NOTICE OF THE CONDITION;

(II) MAINTAINING THE CONTAINMENT DESCRIBED IN SUBSECTION (12)(b)(I) OF THIS SECTION THROUGHOUT THE REMEDIATION AND REPAIR PROCESS;

(III) ESTABLISHING ANY ADDITIONAL PROTECTIONS FOR WORKERS AND OCCUPANTS THAT MAY BE APPROPRIATE GIVEN THE CONDITION;

(IV) ELIMINATING OR LIMITING MOISTURE SOURCES AND DRYING ALL MATERIALS IMPACTED BY THE MOLD OR DAMPNESS;

(V) DECONTAMINATING OR REMOVING MATERIALS DAMAGED BY MOLD OR DAMPNESS;

(VI) EVALUATING WHETHER THE RESIDENTIAL PREMISES HAS BEEN SUCCESSFULLY REMEDIATED, INCLUDING POST-REMEDIATION TESTING FOR THE EXISTENCE OF MOLD; AND

(VII) REASSEMBLING THE RESIDENTIAL PREMISES TO CONTROL SOURCES OF MOISTURE TO PREVENT OR LIMIT THE RECURRENCE OF MOLD OR DAMPNESS.

(c) IF THE CONDITION DESCRIBED IN SUBSECTION (12)(a) OF THIS SECTION WOULD INTERFERE WITH THE TENANT'S LIFE, HEALTH, OR SAFETY, THE LANDLORD MUST PROVIDE, AT THE REQUEST OF THE TENANT, A COMPARABLE DWELLING UNIT OR HOTEL ROOM IN ACCORDANCE WITH SUBSECTION (4) OF THIS SECTION.

(13) (a) A LANDLORD SHALL NOT REQUIRE A TENANT TO SUBMIT AN INSURANCE CLAIM WITH THE TENANT'S RENTAL INSURANCE CARRIER TO COVER A COST OR EXPENSE RELATED TO REMEDIAL ACTION THAT THE LANDLORD IS RESPONSIBLE FOR PAYING UNDER THIS PART 5.

(b) A LANDLORD IS PROHIBITED FROM FILING A CLAIM WITH A TENANT'S RENTAL INSURANCE CARRIER TO COVER A COST OR EXPENSE RELATED TO REMEDIAL ACTION THAT THE LANDLORD IS RESPONSIBLE FOR PAYING UNDER THIS PART 5 WITHOUT EXPRESS WRITTEN PERMISSION FROM THE TENANT PROVIDED AT THE TIME THE CLAIM IS SUBMITTED.

(14) A LANDLORD SHALL HIRE A PROFESSIONAL, AS DEFINED IN SECTION 38-12-104 (3), TO REMEDY OR REPAIR A HAZARDOUS CONDITION RELATED TO GAS PIPING, GAS FACILITIES, GAS APPLIANCES, OR OTHER GAS EQUIPMENT AT A RESIDENTIAL PREMISES.

SECTION 4. In Colorado Revised Statutes, 38-12-504, **amend** (3) as follows:

38-12-504. Tenant's maintenance of premises. (3) Nothing in this section shall be construed to authorize a modification of a landlord's obligations under ~~the warranty of habitability~~ THIS PART 5.

SECTION 5. In Colorado Revised Statutes, 38-12-505, **amend** (1)(a), (1)(b)(IV), (1)(b)(VII), (1)(b)(VIII), (1)(b)(IX), (1)(b)(X), (1)(b)(XIII), (2), and (3); and **add** (1)(b)(XV), (1)(b)(XVI), (1)(c), (4), (5), (6), and (7) as follows:

38-12-505. Uninhabitable residential premises - habitability procedures - rules - definition. (1) A residential premises is deemed uninhabitable if:

(a) There is mold that is associated with dampness, or there is any other condition

causing the residential premises to be damp, which condition, if not remedied, would materially interfere with the health or safety of the tenant, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use; ~~or~~

(b) It substantially lacks any of the following characteristics:

(IV) Running water AT ALL TIMES and ~~reasonable amounts of~~ hot water ~~at all times~~ IN AN AMOUNT NECESSARY FOR THE TENANT TO PERFORM ALL ORDINARY ACTIVITIES RELATED TO MAINTAINING CLEANLINESS AND HEALTH, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;

(VII) Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents, ~~or~~ vermin, PESTS, OR INSECTS;

(VIII) Appropriate extermination in response to the infestation of rodents, ~~or~~ vermin, PESTS, OR INSECTS throughout a residential premises, INCLUDING COMPLIANCE WITH ALL REQUIREMENTS UNDER PART 10 OF THIS ARTICLE 12;

(IX) An adequate number of appropriate exterior receptacles for garbage, WASTE, and rubbish, in good repair AND SCHEDULED TO BE SERVICED AND EMPTIED AT SUFFICIENT INTERVALS TO ENSURE CONTAINMENT AND PROPER DISPOSAL OF ALL TRASH, WASTE, AND RUBBISH;

(X) Floors, stairways, ELEVATORS, and railings maintained in good repair;

(XIII) Compliance with applicable standards from the American National Standards Institute, or its successor organization, AND ALL APPLICABLE PROVISIONS OF BUILDING, FIRE, HEALTH, AND HOUSING CODES for the remediation and ~~clean up~~ CLEANUP of a residential premises following an environmental public health event; ~~or~~

(XV) COMPLIANCE WITH ALL REQUIREMENTS IN SECTION 38-12-803; OR

(XVI) COMPLIANCE WITH ALL REQUIREMENTS RELATED TO COOLING DEVICES ESTABLISHED IN SUBSECTION (7) OF THIS SECTION; OR

(c) IT IS OTHERWISE UNFIT FOR HUMAN HABITATION.

(2) ~~No~~ A deficiency in the common area shall NOT render a residential premises uninhabitable as set forth in subsection (1) of this section, unless it materially ~~and substantially limits~~ AFFECTS the tenant's use of ~~his or her~~ THE TENANT'S dwelling unit.

(3) (a) Before a landlord leases a residential premises to a tenant, the landlord must ensure that the residential premises is fit for human habitation in accordance with section 38-12-503 (1) and that the residential premises is not in a condition described in ~~section 38-12-503 (2)(a)~~ SUBSECTION (1) OF THIS SECTION.

(b) A LANDLORD THAT LEASES A RESIDENTIAL PREMISES THAT IS NOT IN COMPLIANCE WITH THIS SECTION BREACHES THE WARRANTY OF HABITABILITY PURSUANT TO SECTION 38-12-503 (1), AND THE TENANT MAY PURSUE ANY REMEDY UNDER SECTION 38-12-507.

(c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES, REQUESTING REPAIRS, OR SEEKING TO ENJOY THE TENANT'S RIGHT TO SAFE AND HEALTHY HOUSING.

(d) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN ENGLISH AND SPANISH AND IN AT LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES AN ADDRESS WHERE A TENANT CAN MAIL OR PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE CONDITION AND AN E-MAIL ADDRESS OR ACCESSIBLE ONLINE TENANT PORTAL OR PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN UNINHABITABLE CONDITION.

(e) IF A LANDLORD PROVIDES A TENANT WITH AN ONLINE TENANT PORTAL OR PLATFORM, THE LANDLORD MUST POST IN A CONSPICUOUS PLACE IN THE ONLINE TENANT PORTAL OR PLATFORM A STATEMENT IN ENGLISH AND SPANISH THAT STATES AN ADDRESS WHERE A TENANT CAN MAIL OR PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE CONDITION AND AN E-MAIL ADDRESS OR ACCESSIBLE ONLINE PORTAL OR PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN UNINHABITABLE CONDITION.

(4) THERE IS A REBUTTABLE PRESUMPTION THAT THE FOLLOWING CONDITIONS AT A RESIDENTIAL PREMISES MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR SAFETY PURSUANT TO SECTION 38-12-503 (2)(a)(II):

(a) LACK OF WATERPROOFING AND WEATHER PROTECTION FOR THE ROOF, EXTERIOR WALLS, EXTERIOR DOORS, AND EXTERIOR WINDOWS OF A DWELLING UNIT SO THAT WEATHER-RELATED ELEMENTS CAN ENTER THE DWELLING UNIT;

(b) ANY HAZARDOUS CONDITION OF GAS PIPING, GAS FACILITIES, GAS APPLIANCES, OR OTHER GAS EQUIPMENT;

(c) INADEQUATE RUNNING WATER OR INADEQUATE RUNNING HOT WATER, EXCEPT FOR TEMPORARY DISRUPTIONS IN WATER SERVICE DUE TO NECESSARY MAINTENANCE, REPAIR, OR CONSTRUCTION THAT IS BEING PERFORMED OR TEMPORARY DISRUPTIONS IN WATER SERVICE THAT A LANDLORD COULD NOT REASONABLY PREVENT OR CONTROL;

(d) LACK OF FUNCTIONING HEATING FACILITIES AND EQUIPMENT FIXTURES THAT ARE INSTALLED AND OPERATING IN COMPLIANCE WITH APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE MAINTAINED IN GOOD WORKING ORDER FROM OCTOBER THROUGH APRIL OF EACH YEAR;

(e) ANY HAZARDOUS CONDITION OF ELECTRICAL WIRING, ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR OTHER ELECTRICAL EQUIPMENT;

(f) LACK OF ELECTRICITY OR DISRUPTIONS OF ELECTRICITY THAT ARE CAUSED BY A LANDLORD'S FAILURE TO MAINTAIN ELECTRICAL WIRING, ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR ELECTRICAL EQUIPMENT;

(g) LACK OF WORKING LOCKS OR SECURITY DEVICES ON ALL EXTERIOR DOORS THAT ALLOW ENTRY INTO A RESIDENTIAL PREMISES OR A DWELLING UNIT AND ALL EXTERIOR WINDOWS THAT ARE DESIGNED TO BE OPENED;

(h) LACK OF WORKING PLUMBING OR SEWAGE DISPOSAL OR ANY CONDITION THAT ALLOWS SEWAGE, WATER, MOISTURE, OR OTHER CONTAMINANTS TO ENTER THE RESIDENTIAL PREMISES OTHER THAN THROUGH PROPERLY WORKING PLUMBING AND SEWAGE DISPOSAL SYSTEMS;

(i) AN INFESTATION OF RODENTS, VERMIN, PESTS, OR INSECTS;

(j) ANY INACCESSIBLE FIRE EXITS OR EGRESS IN ACCORDANCE WITH APPLICABLE BUILDING, HOUSING, FIRE, AND HEALTH CODES;

(k) ANY MISSING, DAMAGED, IMPROPER, OR MISALIGNED CHIMNEY OR VENTING ON ANY FUEL-FIRED HEATING, VENTILATION, OR COOLING SYSTEM; OR

(l) AN INOPERABLE ELEVATOR WHEN THE TENANT HAS A DISABILITY THAT PREVENTS THE TENANT FROM BEING ABLE TO USE THE STAIRS TO ACCESS THE TENANT'S DWELLING UNIT OR THE TENANT RELIES ON AN ELEVATOR TO ACCESS THE TENANT'S DWELLING UNIT AND THERE ARE NO OTHER OPERABLE ELEVATORS THAT PROVIDE ACCESS TO THE TENANT'S UNIT.

(5) A LANDLORD MAY REBUT THE PRESUMPTION IN SUBSECTION (4) OF THIS SECTION BY DEMONSTRATING, THROUGH CLEAR AND CONVINCING EVIDENCE, THAT A CONDITION LISTED IN SUBSECTION (4) OF THIS SECTION DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR SAFETY.

(6) NOTHING IN THIS SECTION PREVENTS A COURT OR JURY FROM FINDING THAT ANY CONDITION OR COMBINATION OF CONDITIONS DESCRIBED IN THIS SECTION MATERIALLY INTERFERES WITH A TENANT'S LIFE, HEALTH, OR SAFETY.

(7) (a) A LANDLORD SHALL NOT PROHIBIT OR RESTRICT A TENANT FROM INSTALLING OR USING A PORTABLE COOLING DEVICE, INCLUDING UNDER ANY RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN THE LANDLORD AND THE TENANT; EXCEPT THAT THE LANDLORD MAY PROHIBIT OR RESTRICT THE INSTALLATION OR USE OF A PORTABLE COOLING DEVICE IF THE INSTALLATION OR USE OF THE PORTABLE COOLING DEVICE WOULD:

(I) VIOLATE ANY BUILDING CODES, STATE LAW, OR FEDERAL LAW;

(II) VIOLATE THE PORTABLE COOLING DEVICE MANUFACTURER'S WRITTEN SAFETY GUIDELINES FOR INSTALLING OR USING THE DEVICE;

(III) DAMAGE THE PREMISES OR RENDER THE PREMISES UNINHABITABLE; OR

(IV) REQUIRE MORE AMPERAGE TO POWER THE PORTABLE COOLING DEVICE THAN CAN BE ACCOMMODATED BY THE RESIDENTIAL PREMISES', DWELLING UNIT'S, OR CIRCUIT'S ELECTRICAL CAPACITY.

(b) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF PORTABLE COOLING DEVICES AT A RESIDENTIAL PREMISES WITH MULTIPLE DWELLING UNITS UNDER SUBSECTION (7)(a)(IV) OF THIS SECTION SHALL PRIORITIZE A TENANT WHO REQUESTS THE INSTALLATION OR USAGE OF A PORTABLE COOLING DEVICE TO ACCOMMODATE THE TENANT'S DISABILITY OVER OTHER TENANTS' REQUESTS TO INSTALL OR USE A PORTABLE COOLING DEVICE.

(c) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF A PORTABLE COOLING DEVICE AT A RESIDENTIAL PREMISES UNDER SUBSECTION (7)(a) OF THIS SECTION SHALL:

(I) DISCLOSE ANY RESTRICTIONS ON THE INSTALLATION OR USE OF PORTABLE COOLING DEVICES TO A TENANT OR PROSPECTIVE TENANT IN WRITING;

(II) PROVIDE INFORMATION ABOUT WHETHER THE LANDLORD INTENDS TO OPERATE ONE OR MORE COMMON SPACES AT THE RESIDENTIAL PREMISES THAT WILL BE COOLED BY A PORTABLE COOLING DEVICE OR PERMANENT COOLING DEVICE AND AVAILABLE TO THE TENANT DURING AN EXTREME HEAT EVENT; AND

(III) IF THE LANDLORD DOES NOT INTEND TO OPERATE COMMON SPACES AT THE RESIDENTIAL PREMISES THAT WILL BE COOLED BY A PORTABLE COOLING DEVICE OR PERMANENT COOLING DEVICE, PROVIDE INFORMATION ON COMMUNITY COOLING SPACES THAT ARE LOCATED NEAR THE RESIDENTIAL PREMISES AND ACCESSIBLE TO THE TENANT DURING AN EXTREME HEAT EVENT; EXCEPT THAT A LANDLORD IS NOT REQUIRED TO PROVIDE INFORMATION ON COMMUNITY COOLING SPACES IF THERE ARE NO KNOWN COMMUNITY COOLING SPACES WITHIN TEN MILES OF THE RESIDENTIAL PREMISES.

(d) (I) AS USED IN THIS SUBSECTION (7), UNLESS THE CONTEXT OTHERWISE REQUIRES, "COMMUNITY COOLING SPACES" MEANS PUBLIC SPACES THAT ARE AVAILABLE TO A TENANT AND THAT ARE LOCATED ON OR NEAR THE RESIDENTIAL PREMISES AND THAT MAINTAIN A TEMPERATURE THAT IS NOT HIGHER THAN EIGHTY DEGREES FAHRENHEIT.

(II) "COMMUNITY COOLING SPACES" MAY INCLUDE RECREATION CENTERS, COMMUNITY CENTERS, AND PUBLIC LIBRARIES.

(e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION 24-34-502.2.

SECTION 6. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 38-12-507 as follows:

38-12-507. Breach of warranty of habitability - tenant's remedies. (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY AS SET FORTH IN SECTION 38-12-503, A TENANT MAY EXERCISE ONE OR MORE OF THE FOLLOWING REMEDIES:

(a) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF THE CONDITION THAT CAUSED THE BREACH REMAINS UNREMEDIED OR UNREPAIRED AND THE TENANT PROVIDES THE LANDLORD TEN TO SIXTY DAYS' WRITTEN NOTICE THAT STATES:

(A) THE UNINHABITABLE CONDITION OR CONDITIONS THAT REMAIN UNREMEDIED OR UNREPAIRED;

(B) THE TENANT'S INTENT TO TERMINATE THE LEASE AND VACATE THE DWELLING UNIT; AND

(C) THE DATE UPON WHICH THE TENANT INTENDS TO TERMINATE THE LEASE, WHICH DATE MUST BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO THE LANDLORD.

(II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN ACCORDANCE WITH SUBSECTION (1)(a)(I)(C) OF THIS SECTION, THE LANDLORD AND TENANT MAY AGREE, IN WRITING AT THE TIME THE CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO TERMINATE THE LEASE AND CONTINUE THE HOUSING ARRANGEMENT UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL AGREEMENT.

(b) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF A CONDITION THAT CAUSED A BREACH OF WARRANTY OF HABITABILITY RECURS WITHIN SIX MONTHS AFTER THE CONDITION WAS ORIGINALLY REMEDIED OR REPAIRED AND THE TENANT, WITHIN THIRTY DAYS AFTER THE CONDITION RECURS, PROVIDES THE LANDLORD:

(A) AT LEAST TEN DAYS' WRITTEN NOTICE THAT STATES THE SAME UNINHABITABLE CONDITION HAS RECURRED; AND

(B) THE DATE THAT THE TENANT INTENDS TO TERMINATE THE RENTAL AGREEMENT AND VACATE THE DWELLING UNIT, WHICH DATE MUST BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO THE LANDLORD.

(II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN ACCORDANCE WITH SUBSECTION (1)(b)(I)(B) OF THIS SECTION, THE LANDLORD AND TENANT MAY AGREE IN WRITING, AT THE TIME THE CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO TERMINATE THE RENTAL AGREEMENT AND CONTINUE THE HOUSING ARRANGEMENT UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL AGREEMENT.

(c) (I) THE TENANT MAY DEDUCT FROM ONE OR MORE RENT PAYMENTS THE COST OF REPAIRING OR REMEDYING A CONDITION THAT IS THE BASIS OF A BREACH OF THE WARRANTY OF HABITABILITY, AS DESCRIBED IN SECTION 38-12-503, IF:

(A) THE TENANT GIVES THE LANDLORD AT LEAST TEN DAYS' ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO HIRE A LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL TO REMEDY OR REPAIR THE CONDITION OR CONDITIONS; EXCEPT THAT THE TENANT MAY PROVIDE ONLY FORTY-EIGHT HOURS' ADVANCE WRITTEN NOTICE IF THE TENANT HAS A GOOD FAITH BELIEF THAT THE CONDITION MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

(B) THE LANDLORD FAILS TO SUFFICIENTLY REMEDY OR REPAIR THE CONDITION WITHIN THE NOTICE PERIOD DESCRIBED IN SUBSECTION (1)(c)(I)(A) OF THIS SECTION OR THE LANDLORD FAILS TO PROVIDE A COMPARABLE DWELLING UNIT OR HOTEL ROOM PURSUANT TO SECTION 38-12-503 (4);

(C) THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL IS NOT A RELATIVE OF THE TENANT AND PROVIDES AN ESTIMATE FOR REMEDYING OR REPAIRING THE CONDITION OR CONDITIONS THAT IS REASONABLY CONSISTENT WITH INDUSTRY STANDARDS;

(D) THE TENANT HIRES THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL TO REMEDY OR REPAIR THE CONDITION; AND

(E) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT, INVOICE, OR PROOF OF PAYMENT FOR WORK COMPLETED BY THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL WITHIN A REASONABLE AMOUNT OF TIME AFTER COMPLETION OF THE WORK OR WITHIN THIRTY DAYS AFTER THE LANDLORD REQUESTS THE RECEIPT, INVOICE, OR PROOF OF PAYMENT.

(II) A TENANT MAY, IN LIEU OF REPAIRING A BROKEN OR MALFUNCTIONING APPLIANCE, REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE AND DEDUCT THE COST FROM ONE OR MORE RENT PAYMENTS IF:

(A) THE TENANT GIVES THE LANDLORD AT LEAST THREE DAYS' ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO PURCHASE AND REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE WITH A REPLACEMENT APPLIANCE;

(B) THE LANDLORD FAILS TO SUFFICIENTLY REPAIR OR REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE WITHIN THE NOTICE PERIOD DESCRIBED IN SUBSECTION (1)(c)(I)(A) OF THIS SECTION;

(C) THE REPLACEMENT APPLIANCE IS OF COMPARABLE QUALITY AND HAS SUBSTANTIALLY THE SAME FEATURES AS THE ORIGINAL APPLIANCE; AND

(D) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT, INVOICE, OR PROOF OF PAYMENT FOR THE REPLACEMENT APPLIANCE WITHIN A REASONABLE AMOUNT OF TIME AFTER COMPLETION OF THE WORK OR WITHIN THIRTY DAYS AFTER THE LANDLORD REQUESTS THE RECEIPT, INVOICE, OR PROOF OF PAYMENT.

(III) A TENANT THAT DEDUCTS RENTAL PAYMENTS OVER TWO OR MORE RENTAL PERIODS PURSUANT TO SUBSECTION (1)(c)(I) OR (1)(c)(II) OF THIS SECTION IS ONLY REQUIRED TO PROVIDE ONE NOTICE TO THE LANDLORD OF THE TENANT'S INTENT TO DEDUCT RENTAL PAYMENTS.

(IV) IF A TENANT WRONGFULLY DEDUCTS A RENTAL PAYMENT BY NOT SUBSTANTIALLY COMPLYING WITH THE REQUIREMENTS OF THIS SUBSECTION (1)(c), A LANDLORD MAY PURSUE ANY LEGAL REMEDY AVAILABLE UNDER LAW. IF A COURT FINDS THAT THE TENANT PURPOSELY DEDUCTED A RENTAL PAYMENT IN BAD FAITH, THE COURT SHALL AWARD THE LANDLORD DAMAGES EQUAL TO DOUBLE THE AMOUNT OF MONEY UNLAWFULLY DEDUCTED.

(d) A TENANT MAY ASSERT AS A CLAIM OR COUNTERCLAIM, IN A COURT OF COMPETENT JURISDICTION, A LANDLORD'S BREACH OF THE WARRANTY OF HABITABILITY AS DESCRIBED IN SECTION 38-12-503 AND THE TENANT MAY RECOVER ACTUAL DAMAGES DIRECTLY ARISING FROM THE BREACH OF THE WARRANTY OF HABITABILITY, WHICH SHALL INCLUDE ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT DURING ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE UNINHABITABLE PURSUANT TO SUBSECTION (3) OF THIS SECTION. A TENANT MAY ALSO RECOVER COURT COSTS, REASONABLE ATTORNEY FEES, PUNITIVE DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE COURT.

(e) (I) A TENANT MAY OBTAIN PRELIMINARY OR PERMANENT INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY, INCLUDING AN ORDER FOR SPECIFIC PERFORMANCE, IN ANY COUNTY OR DISTRICT COURT OF COMPETENT JURISDICTION. IF PERMANENT INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE IS ORDERED, THE COURT'S JURISDICTION CONTINUES OVER THE MATTER FOR THE PURPOSE OF ENSURING COMPLIANCE WITH THE ORDER. AN ORDER REQUIRING INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE MAY INCLUDE:

(A) AN ORDER TO REMEDY ANY EXISTING VIOLATIONS OF THIS PART 5, INCLUDING RELIEF TO ANY SIMILARLY SITUATED TENANTS WHO ARE REASONABLY LIKELY TO BE AFFECTED BY THE CONDITION AS DESCRIBED IN SECTION 38-12-503 OR BY OTHER VIOLATIONS OF THIS PART 5;

(B) AN ORDER FOR A LANDLORD TO MODIFY OR CEASE PRACTICES THAT GIVE RISE TO A VIOLATION OF THIS PART 5; AND

(C) AN ORDER FOR THE LANDLORD TO ADOPT POLICIES OR PRACTICES THAT ENSURE COMPLIANCE WITH THIS PART 5 TO MINIMIZE OR ELIMINATE THE LIKELIHOOD OF FUTURE VIOLATIONS.

(II) IN A PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT MAY DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY OF HABITABILITY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF OR AT A LATER TIME AS DEEMED APPROPRIATE BY THE COURT.

(III) IF THE LANDLORD PAYS DAMAGES TO THE COURT PURSUANT TO THIS SUBSECTION (1)(e), AND UPON APPLICATION BY THE TENANT, THE COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID BY THE LANDLORD. IF THE TENANT VACATES THE LEASED RESIDENTIAL PREMISES, THE LANDLORD SHALL NOT RENT THE RESIDENTIAL PREMISES AGAIN UNTIL THE UNIT IS IN COMPLIANCE WITH THE WARRANTY OF HABITABILITY SET FORTH IN SECTION 38-12-503 (1).

(f) (I) A TENANT MAY OBTAIN AN IMMEDIATE TEMPORARY RESTRAINING ORDER WITHOUT NOTICE TO THE LANDLORD IN ANY COUNTY COURT OR DISTRICT COURT OF

COMPETENT JURISDICTION, WHICH SHALL REQUIRE THE LANDLORD TO COMPLY WITH THIS PART 5.

(II) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY RESTRAINING ORDER THAT REQUIRES THE LANDLORD TO COMPLY WITH THIS PART 5 MAY BE ISSUED IF THE COURT FINDS, FROM SPECIFIC FACTS SHOWN BY THE TENANT'S AFFIDAVIT, VERIFIED COMPLAINT, OR TESTIMONY, THAT:

(A) THE TENANT'S DWELLING UNIT IS IN A CONDITION THAT MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

(B) THE LANDLORD HAS NOTICE OF THE CONDITION;

(C) THE LANDLORD HAS FAILED TO COMPLY WITH THIS PART 5; AND

(D) THE TENANT CERTIFIES TO THE COURT IN WRITING OR ON THE RECORD ANY EFFORTS THE TENANT HAS MADE TO OBTAIN THE LANDLORD'S COMPLIANCE WITH THIS PART 5.

(III) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY RESTRAINING ORDER MAY BE GRANTED, DISSOLVED, OR MODIFIED IN ACCORDANCE WITH THE REQUIREMENTS OF ANY APPLICABLE COLORADO RULES OF CIVIL PROCEDURE; EXCEPT THAT THE TENANT IS NOT REQUIRED TO POST SECURITY OR PROVIDE PROOF OF IRREPARABLE INJURY, LOSS, OR DAMAGE.

(IV) A COURT OF COMPETENT JURISDICTION SHALL CONSIDER AND RULE ON ANY MOTION FOR AN IMMEDIATE TEMPORARY RESTRAINING ORDER PURSUANT TO THIS SUBSECTION (1)(f) AT THE EARLIEST POSSIBLE TIME, AND THE MOTION TAKES PRECEDENCE OVER ALL MATTERS EXCEPT OLDER MOTIONS FOR IMMEDIATE TEMPORARY RESTRAINING ORDERS.

(2) (a) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY AS DESCRIBED IN SECTION 38-12-503, A TENANT MAY RAISE THE BREACH AS AN AFFIRMATIVE DEFENSE TO A LANDLORD'S ACTION FOR POSSESSION OR AN ACTION FOR COLLECTION OF RENT.

(b) A TENANT MAY RAISE A BREACH OF THE WARRANTY OF HABITABILITY AS AN AFFIRMATIVE DEFENSE IN THE TENANT'S ANSWER OR PRETRIAL COURT FILING. A COURT SHALL LIBERALLY CONSTRUE A TENANT'S ANSWER OR OTHER FILING TO DETERMINE WHETHER THE TENANT IS RAISING AN AFFIRMATIVE DEFENSE.

(c) TO PROVE AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS SUBSECTION (2), A TENANT IS NOT REQUIRED TO:

(I) DEPOSIT A BOND TO ASSERT OR PERFECT A BREACH OF THE WARRANTY OF HABITABILITY AS AN AFFIRMATIVE DEFENSE;

(II) HAVE ACCRUED ANY EXPENSE RELATED TO THE BREACH OF THE WARRANTY OF HABITABILITY; OR

(III) HAVE EXERCISED ANY OTHER REMEDY IN THIS SECTION IN RESPONSE TO THE LANDLORD'S BREACH OF THE WARRANTY OF HABITABILITY, INCLUDING THE DEDUCTING OF RENTAL PAYMENTS AS DESCRIBED IN SUBSECTION (1)(c) OF THIS SECTION.

(d) (I) IF A TENANT RAISES A BREACH OF THE WARRANTY OF HABITABILITY AS AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS SUBSECTION (2), THE COURT SHALL ORDER THAT THE LANDLORD OR TENANT PROVIDE ANY DOCUMENTATION RELEVANT TO THE BREACH OF THE WARRANTY OF HABITABILITY THAT EITHER PARTY REQUESTS PURSUANT TO SECTION 13-40-111 (6)(b) TO THE OPPOSING PARTY NO LESS THAN NINETY-SIX HOURS BEFORE THE DAY OF TRIAL. SUCH DOCUMENTATION MAY INCLUDE ANY RECORDS, NOTICES, REPORTS, CORRESPONDENCE, OR OTHER DOCUMENTATION MAINTAINED BY THE LANDLORD IN ACCORDANCE WITH SECTION 38-12-503 (5).

(II) IF A LANDLORD FAILS TO PROVIDE ALL RELEVANT DOCUMENTATION, THE COURT SHALL ORDER A CONTINUANCE OF THE TRIAL, AND REPEATED FAILURE BY THE LANDLORD TO PROVIDE ALL RELEVANT DOCUMENTATION MAY BE GOOD CAUSE FOR APPROPRIATE SANCTIONS AGAINST THE LANDLORD.

(III) IF EITHER THE LANDLORD OR TENANT FAILS TO TIMELY PROVIDE ALL RELEVANT DOCUMENTATION WITHOUT GOOD CAUSE, THE COURT MAY PROHIBIT OR LIMIT THE ADMISSION OF DOCUMENTS AT TRIAL IF THE COURT FINDS THAT THE OPPOSING PARTY WOULD BE SUBSTANTIALLY PREJUDICED BY THE DELAY IN PROVIDING SUCH DOCUMENTATION.

(e) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON NONPAYMENT OF ANY MONETARY AMOUNT DUE PURSUANT TO THE RENTAL AGREEMENT, THE TENANT MUST ONLY ESTABLISH THAT THE LANDLORD BREACHED THE WARRANTY OF HABITABILITY:

(A) WITHIN SIXTY DAYS BEFORE OR AT ANY TIME DURING THE PERIOD IN WHICH THE TENANT IS ALLEGED TO OWE RENT OR ANY OTHER MONETARY AMOUNT DUE PURSUANT TO THE RENTAL AGREEMENT; OR

(B) AT ANY TIME DURING THE TENANCY, AND THE UNINHABITABLE CONDITION CONTINUED TO EXIST INTO THE PERIOD IN WHICH THE TENANT IS ALLEGED TO OWE RENT OR THE MONETARY AMOUNT DUE PURSUANT TO THE RENTAL AGREEMENT.

(II) A TENANT DOES NOT NEED TO DEMONSTRATE THAT THE UNINHABITABLE CONDITION AS DESCRIBED IN SECTION 38-12-503 EXISTS AT THE TIME OF TRIAL.

(f) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON AN ALLEGED NONMONETARY VIOLATION OF THE LEASE, A TENANT MUST DEMONSTRATE THAT THE ALLEGED NONMONETARY LEASE VIOLATION PRIMARILY AROSE FROM A BREACH OF THE WARRANTY OF HABITABILITY.

(II) IT IS NOT AN AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) TO AN

ACTION FOR POSSESSION IF THE LANDLORD PROVES THE TENANT COMMITTED A SUBSTANTIAL VIOLATION PURSUANT TO SECTION 13-40-107.5.

(g) IF A TENANT PROVES AN AFFIRMATIVE DEFENSE PURSUANT TO THIS SUBSECTION (2) BY A PREPONDERANCE OF THE EVIDENCE, THE COURT SHALL:

(I) DENY POSSESSION TO THE LANDLORD AND DEEM THE TENANT TO BE THE PREVAILING PARTY, CONDITIONED ON THE PAYMENT OF ANY RENT OWED TO THE LANDLORD OR INTO THE COURT REGISTRY WITHIN THIRTY DAYS AFTER THE AMOUNT OWED IS DETERMINED PURSUANT TO SUBSECTION (2)(g)(VII) OF THIS SECTION;

(II) ORDER THE LANDLORD TO REMEDY OR REPAIR ANY EXISTING UNINHABITABLE CONDITION WITHIN A SPECIFIC TIME FRAME, INCLUDING:

(A) THE CONTINUANCE OF ANY ONGOING REMEDIAL ACTION TAKEN BY THE LANDLORD;

(B) COMPLIANCE WITH ANY LANDLORD OBLIGATIONS PURSUANT TO THIS PART 5;

(C) SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF PURSUANT TO SUBSECTIONS (1)(e) AND (1)(f) OF THIS SECTION; OR

(D) ANY OTHER RELIEF THE COURT DEEMS NECESSARY;

(III) ORDER A REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION. ANY SUCH REDUCTION IN FAIR RENTAL VALUE APPLIES FROM WHEN THE UNINHABITABLE CONDITION BEGAN UNTIL THE CONDITION WAS REMEDIED OR REPAIRED.

(IV) ORDER THE LANDLORD TO REIMBURSE THE TENANT ANY DIFFERENCE IN RENT BETWEEN THE REDUCED FAIR RENTAL VALUE AND ANY GREATER AMOUNT OF RENT THAT THE TENANT PAID PURSUANT TO THE RENTAL AGREEMENT WHILE A BREACH OF THE WARRANTY OF HABITABILITY AT THE RESIDENTIAL PREMISES EXISTED;

(V) DETERMINE AND AWARD THE TENANT ACTUAL DAMAGES ARISING FROM ANY BREACH OF THE WARRANTY OF HABITABILITY; EXCEPT THAT THE TENANT MAY ELECT TO CONTINUE THE CASE FOR FURTHER HEARING ON THE DETERMINATION AND AWARD OF DAMAGES;

(VI) AWARD THE TENANT COSTS AND ATTORNEY FEES; AND

(VII) DETERMINE WHETHER THE LANDLORD HAS PROVEN THAT ANY OUTSTANDING RENT IS OWED UP TO THE DATE OF TRIAL AFTER ADJUSTING THE RENT IN ACCORDANCE WITH THE FAIR RENTAL VALUE CALCULATED PURSUANT TO SUBSECTION (3) OF THIS SECTION AND DEDUCTING ANY OF THE FOLLOWING:

(A) ANY OTHER EXPENSES INCURRED BY THE TENANT OR ACTUAL DAMAGES ARISING FROM THE BREACH OF THE WARRANTY OF HABITABILITY;

(B) ANY ATTORNEY FEES AND COURT COSTS AWARDED TO THE TENANT; AND

(C) ANY AWARDED MONETARY DAMAGES ARISING FROM SEPARATE COUNTERCLAIMS AGAINST THE LANDLORD THAT THE TENANT ASSERTED AND PREVAILED ON.

(h) (I) IF THE TENANT CLAIMS, BUT FAILS TO PROVE AT TRIAL, THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) BY A PREPONDERANCE OF THE EVIDENCE IN A NONPAYMENT EVICTION, AND THE LANDLORD OTHERWISE PREVAILS ON THE LANDLORD'S NONPAYMENT EVICTION CLAIM, THE COURT SHALL PROVIDE THE TENANT FOURTEEN DAYS TO REMIT TO THE LANDLORD OR THE COURT ANY AMOUNT OF RENT OR OTHER MONETARY AMOUNT DUE UNDER THE RENTAL AGREEMENT THAT IS OWED TO THE LANDLORD. IF THE TENANT PAYS THE AMOUNT THAT IS OWED TO THE LANDLORD WITHIN FOURTEEN DAYS, THE COURT SHALL DISMISS THE NONPAYMENT CLAIM WITH PREJUDICE. IF THE TENANT FAILS TO PAY THE AMOUNT THAT IS OWED WITHIN FOURTEEN DAYS, THE COURT MAY ENTER A JUDGMENT FOR POSSESSION.

(II) IF THE COURT DETERMINES THAT THE TENANT BROUGHT THE AFFIRMATIVE DEFENSE FRIVOLOUSLY OR FOR THE PURPOSE OF DELAY, THE COURT'S JUDGMENT FOR POSSESSION IS NOT SUBJECT TO THE FOURTEEN-DAY WAITING PERIOD IN ACCORDANCE WITH SUBSECTION (2)(h)(I) OF THIS SECTION.

(3) IF A COURT OR JURY FINDS A BREACH OF THE WARRANTY OF HABITABILITY, THEN THE FAIR RENTAL VALUE OF THE DWELLING UNIT IS REBUTTABLY PRESUMED TO BE:

(a) ZERO DOLLARS IF THE UNDERLYING CONDITION OR COMBINATION OF CONDITIONS MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503 FOR THE ENTIRE PERIOD IN WHICH THE CONDITION OR CONDITIONS REMAINED UNREMEDIED OR UNREPAIRED; OR

(b) FIFTY PERCENT OF THE RENT ACCORDING TO THE RENTAL AGREEMENT IF THE UNDERLYING CONDITION OR COMBINATION OF CONDITIONS DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503 FOR THE ENTIRE PERIOD IN WHICH THE CONDITION OR CONDITIONS REMAINED UNREMEDIED OR UNREPAIRED.

(4) IF A RENTAL AGREEMENT CONTAINS A PROVISION THAT ALLOWS A PREVAILING PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT TO OBTAIN ATTORNEY FEES AND COSTS, AND IF THE COURT DETERMINES THAT THERE IS A PREVAILING PARTY, THEN THE PREVAILING PARTY IN AN ACTION BROUGHT UNDER THIS PART 5 IS ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND COSTS; EXCEPT THAT A COURT SHALL ONLY AWARD A LANDLORD REASONABLE ATTORNEY FEES AND COSTS IF THE COURT FINDS THAT A TENANT HAS FILED A FRIVOLOUS COMPLAINT OR COUNTERCLAIM UNDER THIS PART 5.

(5) (a) A RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN A LANDLORD AND A TENANT ENTERED INTO ON OR AFTER THE EFFECTIVE DATE OF THIS SECTION, AS AMENDED, THAT WAIVES OR MODIFIES A RIGHT OR REMEDY PROVIDED IN THIS PART 5 IS UNLAWFUL, VOID, AND UNENFORCEABLE, INCLUDING ANY PROVISION IN A RENTAL AGREEMENT OR OTHER AGREEMENT THAT CHARGES A COST, FEE, OR

PENALTY TO A TENANT BECAUSE THE TENANT EXERCISED OR ATTEMPTED TO EXERCISE A RIGHT OR REMEDY PROVIDED IN THIS PART 5.

(b) THE EXERCISE OF ONE OR MORE RIGHTS OR REMEDIES PROVIDED IN THIS SECTION DOES NOT LIMIT A TENANT'S RIGHTS TO EXERCISE OR ATTEMPT TO EXERCISE ANY OTHER RIGHT OR REMEDY PROVIDED BY LAW.

(c) A WRITTEN NOTICE REQUIRED BY A REMEDY DESCRIBED IN THIS SECTION IS VALID IF IT SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THIS SECTION.

SECTION 7. In Colorado Revised Statutes, 38-12-508, **amend** (1) and (5); and **repeal** (2) and (4) as follows:

38-12-508. Landlord's defenses to a claim of breach of warranty - limitations on claiming a breach. (1) It ~~shall be~~ IS a defense to a tenant's claim of breach of the warranty of habitability that the tenant's actions or inactions prevented the landlord from ~~curing~~ REMEDYING OR REPAIRING the condition underlying the breach of the warranty of habitability. FOR A LANDLORD TO PREVAIL ON SUCH DEFENSE TO A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY, A LANDLORD MUST DEMONSTRATE THAT:

(a) THE TENANT:

(I) REFUSED TO PROVIDE OR ACCEPT A PROPOSED REASONABLE ALTERNATIVE DATE AND TIME FOR ENTRY INTO THE DWELLING UNIT;

(II) UNREASONABLY DENIED ENTRY TO THE DWELLING UNIT; OR

(III) ENGAGED IN ANY OTHER ACTION OR INACTION THAT UNREASONABLY DELAYED OR OTHERWISE PREVENTED THE LANDLORD FROM COMMENCING, MAINTAINING, OR COMPLETING THE REMEDIAL ACTION; AND

(b) THE TENANT'S ACTIONS DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION MADE IT IMPRACTICABLE FOR THE LANDLORD TO REASONABLY REMEDY OR REPAIR THE CONDITION.

(2) ~~Only parties to the rental agreement or other adult residents listed on the rental agreement who are also lawfully residing in the dwelling unit may assert a claim for a breach of the warranty of habitability.~~

(4) ~~Except as provided in section 38-12-509 (2), a tenant may not assert a breach of the warranty of habitability as a defense to a landlord's action for possession based upon a nonmonetary violation of the rental agreement or for an action for possession based upon a notice to quit or vacate.~~

(5) If the condition alleged to breach the warranty of habitability is the result of the action or inaction of a ~~tenant in another dwelling unit or another~~ third party not under the direction and control of the landlord and the landlord has taken reasonable, necessary, and timely steps to ~~abate~~ REMEDY OR REPAIR the condition, but is unable to ~~abate~~ REMEDY OR REPAIR the condition due to circumstances beyond

the landlord's reasonable control, the tenant's only remedy ~~shall be~~ IS termination of the rental agreement consistent with section 38-12-507 (1)(a).

SECTION 8. In Colorado Revised Statutes, 38-12-509, **amend** (1), (1.5), and (2); and **add** (1.7) and (5) as follows:

38-12-509. Prohibition on retaliation. (1) (a) A landlord shall not retaliate against a tenant by engaging in any of the activities specified in subsection (1)(b) of this section in response to the tenant:

(I) Having made a good faith complaint to the landlord, TO A NONPROFIT ORGANIZATION OR THIRD PARTY, or to a governmental agency alleging a condition described by section 38-12-505 (1) or any condition that materially interferes with the life, health, or safety of the tenant; ~~or~~

(II) Organizing or becoming a member of a tenants' association or similar organization; OR

(III) EXERCISING OR ATTEMPTING TO EXERCISE IN GOOD FAITH ANY RIGHT OR REMEDY AFFORDED TO A TENANT PURSUANT TO SECTION 38-12-507.

(b) Prohibited retaliation includes:

(I) Increasing rent or decreasing services;

(II) Terminating OR NOT RENEWING a ~~lease~~ RENTAL AGREEMENT or contract without written consent of the tenant; ~~except as otherwise provided by law;~~

(III) Bringing or threatening to bring an action for possession; ~~or~~

(IV) Taking action that in any manner intimidates, threatens, discriminates against, HARASSES, or retaliates against a tenant; OR

(V) CHARGING THE TENANT OR SEEKING TO COLLECT FROM THE TENANT ANY FEE, COST, OR PENALTY.

(1.5) A tenant may assert THAT THE LANDLORD RETALIATED AGAINST THE TENANT IN VIOLATION OF SUBSECTION (1) OF THIS SECTION as a defense to a landlord's action for possession, including ~~an~~ A LANDLORD'S action for possession based on:

(a) A MONETARY OR nonmonetary violation of the rental agreement; ~~or an action for possession based upon~~

(b) A notice to quit, ~~or vacate, that the landlord retaliated against the tenant in violation of subsection (1) of this section.~~ TERMINATE TENANCY, OR VACATE;

(c) AN EXPIRATION OF THE TENANT'S RENTAL AGREEMENT; OR

(d) THE NONPAYMENT OF RENT RESULTING FROM A RETALIATORY RENT INCREASE.

(1.7) TO PROVE A CLAIM OR DEFENSE UNDER THIS SECTION, A TENANT DOES NOT NEED TO PROVE THAT RETALIATION WAS THE SOLE REASON A LANDLORD ENGAGED IN ANY OF THE ACTIVITIES DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION; A TENANT NEED ONLY DEMONSTRATE THAT THE TENANT'S PROTECTED ACTIVITY UNDER SUBSECTION (1)(a) OF THIS SECTION WAS A MOTIVATING FACTOR THAT INFLUENCED THE LANDLORD'S DECISION TO ENGAGE IN ANY OF THE ACTIVITIES DESCRIBED IN SUBSECTION (1)(b) OF THIS SECTION.

(2) If a landlord retaliates against a tenant in violation of subsection (1) of this section, the tenant: ~~may terminate the rental agreement and~~

(a) SHALL recover DAMAGES IN an amount not more than three months' periodic rent or three times the tenant's actual damages, whichever is greater, plus reasonable attorney fees and costs; AND

(b) MAY TERMINATE THE RENTAL AGREEMENT.

(5) NOTHING IN THIS SECTION PRECLUDES A LANDLORD FROM SERVING A TENANT WITH A NOTICE TO TERMINATE TENANCY OR A NOTICE TO VACATE TO THE EXTENT ALLOWABLE UNDER THE LAW.

SECTION 9. In Colorado Revised Statutes, 38-12-510, **amend** (2) as follows:

38-12-510. Unlawful removal or exclusion. (2) A tenant affected by ~~any~~ A violation of this section may bring a civil action IN A COUNTY COURT OR DISTRICT COURT OF COMPETENT JURISDICTION to restrain further violations and to recover damages, costs, and reasonable attorney fees. In the case of a violation, the tenant must be awarded statutory damages equal to the tenant's actual damages and the higher amount of either three times the monthly rent or five thousand dollars, as well as any other damages, attorney fees, and costs that may be owed.

SECTION 10. In Colorado Revised Statutes, 38-12-511, **amend** (1)(b) and (2); and **add** (3) and (4) as follows:

38-12-511. Application. (1) Unless created to avoid its application, this part 5 shall not apply to any of the following arrangements:

(b) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser, seller, or a person who succeeds to ~~his or her~~ THE OCCUPANT'S interest; EXCEPT THAT THIS SUBSECTION (1)(b) DOES NOT APPLY TO A TENANT OCCUPYING A DWELLING UNIT UNDER A LEASE-TO-OWN CONTRACT;

(2) Nothing in this ~~section~~ PART 5 shall be construed to limit remedies available elsewhere in law for a tenant to seek to maintain safe and sanitary housing.

(3) EXCEPT AS DESCRIBED IN SUBSECTION (1) OF THIS SECTION, THIS PART 5 APPLIES TO ALL RESIDENTIAL PREMISES OCCUPIED BY A TENANT REGARDLESS OF HOW THE TENANCY, RENTAL AGREEMENT, OR HOUSING ARRANGEMENT IS DENOMINATED.

(4) A CLAIM, COUNTERCLAIM, OR ACTION BROUGHT UNDER THIS PART 5 SHALL NOT HAVE ANY PRECLUSIVE EFFECT ON A TENANT'S ABILITY TO ASSERT OTHER CLAIMS IN A SUBSEQUENT ACTION AGAINST THE LANDLORD FOR THE SAME INJURY OR ARISING FROM THE SAME SUBJECT MATTER OR TRANSACTION.

SECTION 11. In Colorado Revised Statutes, **add** 38-12-512 as follows:

38-12-512. Enforcement by the attorney general - district court - penalties. (1) (a) IN ACCORDANCE WITH SECTION 24-31-115 (1), THE ATTORNEY GENERAL MAY COMMENCE A CIVIL ACTION IN ANY DISTRICT COURT OF APPROPRIATE JURISDICTION AGAINST ANY PERSON THAT HAS COMMITTED OR IS ENGAGING IN A PATTERN OR PRACTICE OF VIOLATIONS OF THIS PART 5.

(b) THE ATTORNEY GENERAL MAY, UPON TIMELY APPLICATION, INTERVENE BY RIGHT IN A CIVIL ACTION IN ANY COUNTY COURT OR DISTRICT COURT THAT INVOLVES A CLAIM, DEFENSE, OR COUNTERCLAIM BROUGHT PURSUANT TO THIS PART 5.

(2) IN EXERCISING THE ATTORNEY GENERAL'S POWERS TO COMMENCE OR INTERVENE IN A CIVIL ACTION PURSUANT TO SUBSECTION (1) OF THIS SECTION, THE ATTORNEY GENERAL MAY PRIORITIZE CASES IN WHICH:

(a) A PERSON OR GROUP OF PERSONS HAS ENGAGED IN, OR IS ENGAGED IN A PATTERN OR PRACTICE OF, RESISTANCE TO OR NONCOMPLIANCE WITH THIS PART 5; OR

(b) A PERSON HAS VIOLATED THIS PART 5 OR HAS DENIED A PERSON ANY RIGHT OR PROTECTION GRANTED BY THIS PART 5 AND SUCH VIOLATION OR DENIAL RAISES AN ISSUE OF PUBLIC IMPORTANCE.

(3) IF THE ATTORNEY GENERAL INTERVENES IN A CIVIL ACTION IN A COUNTY COURT PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION, THE ATTORNEY GENERAL MAY REQUEST THE ACTION BE TRANSFERRED TO A DISTRICT COURT OF COMPETENT JURISDICTION. UPON SUCH REQUEST BY THE ATTORNEY GENERAL, ALL COUNTY COURT PROCEEDINGS SHALL BE DISCONTINUED, AND THE CLERK OF THE COUNTY COURT SHALL CERTIFY ALL RECORDS IN THE CASE AND TRANSFER THE ACTION TO THE APPROPRIATE DISTRICT COURT.

(4) (a) WHEN THE ATTORNEY GENERAL HAS CAUSE TO BELIEVE THAT A PERSON HAS ENGAGED IN OR IS ENGAGING IN A VIOLATION OF THIS PART 5, THE ATTORNEY GENERAL MAY, IN ACCORDANCE WITH SECTION 24-31-115 (8)(a), APPLY FOR AND OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION, OR BOTH, THAT PROHIBITS THE PERSON FROM CONTINUING OR ENGAGING IN THE ACTIONS THAT VIOLATE THIS PART 5 OR FROM DOING ANY ACT IN FURTHERANCE OF SUCH ACTION.

(b) THE COURT MAY MAKE ORDERS OR JUDGMENTS REGARDING A TEMPORARY RESTRAINING ORDER OR INJUNCTION, OR BOTH, THAT THE ATTORNEY GENERAL APPLIES FOR AS AUTHORIZED PURSUANT TO SECTION 24-31-115 (8)(a).

(c) THE ATTORNEY GENERAL MAY ALSO ACCEPT AN ASSURANCE OF DISCONTINUANCE OF PRACTICES THAT VIOLATE THIS PART 5 PURSUANT TO SECTION 24-31-115 (8)(b).

(5) IN ADDITION TO ANY OTHER REMEDIES AUTHORIZED BY LAW, THE ATTORNEY GENERAL MAY SEEK THE IMPOSITION OF CIVIL PENALTIES ON BEHALF OF THE STATE AS FOLLOWS:

(a) A PERSON WHO VIOLATES OR CAUSES ANOTHER PERSON TO VIOLATE ANY PROVISION OF THIS PART 5 SHALL FORFEIT AND PAY TO THE GENERAL FUND A CIVIL PENALTY OF NOT MORE THAN TWENTY THOUSAND DOLLARS FOR EACH VIOLATION OF THIS PART 5. FOR PURPOSES OF THIS SUBSECTION (5)(a), A VIOLATION OF ANY PROVISION OF THIS PART 5 CONSTITUTES A SEPARATE VIOLATION WITH RESPECT TO EACH TENANT OR OTHER CONSUMER OR TRANSACTION INVOLVED IN THE VIOLATION.

(b) (I) A PERSON WHO VIOLATES OR CAUSES ANOTHER PERSON TO VIOLATE ANY COURT ORDER OR INJUNCTION ISSUED PURSUANT TO THIS PART 5 OR SECTION 24-31-115 (8) SHALL FORFEIT AND PAY TO THE GENERAL FUND A CIVIL PENALTY OF NOT MORE THAN TEN THOUSAND DOLLARS FOR EACH VIOLATION OF THE COURT ORDER OR INJUNCTION.

(II) UPON A VIOLATION OF A COURT ORDER OR INJUNCTION, THE ATTORNEY GENERAL MAY PETITION THE COURT FOR THE RECOVERY OF THE CIVIL PENALTY. THE COURT SHALL ORDER THE CIVIL PENALTY IN ADDITION TO ANY OTHER PENALTY OR REMEDY AVAILABLE FOR THE ENFORCEMENT OF THIS PART 5, ANY COURT ORDER OR INJUNCTION, AND ANY OTHER REMEDY AVAILABLE TO THE ATTORNEY GENERAL.

(III) FOR THE PURPOSES OF THIS SECTION, THE COURT ISSUING THE ORDER OR INJUNCTION SHALL RETAIN JURISDICTION, AND THE CAUSE SHALL BE CONTINUED.

SECTION 12. In Colorado Revised Statutes, 24-31-101, **amend** (1)(i)(XVII) and (1)(i)(XVIII); and **add** (1)(i)(XX) as follows:

24-31-101. Powers and duties of attorney general. (1) The attorney general:

(i) May independently initiate and bring civil and criminal actions to enforce state laws, including actions brought pursuant to:

(XVII) The "Rental Application Fairness Act", part 9 of article 12 of title 38; ~~and~~

(XVIII) The "Reproductive Health Equity Act", part 4 of article 6 of title 25; AND

(XX) PART 5 OF ARTICLE 12 OF TITLE 38.

SECTION 13. In Colorado Revised Statutes, 13-6-105, **amend** (1)(f)(I) as follows:

13-6-105. Specific limits on civil jurisdiction. (1) The county court has no civil jurisdiction except that specifically conferred upon it by law. In particular, it has no jurisdiction over the following matters:

(f) Original proceedings for the issuance of injunctions, except:

(I) As provided in sections 13-6-104 (5), ~~and 38-12-507 (1)(b)~~ 38-12-507, AND 38-12-510;

SECTION 14. In Colorado Revised Statutes, 13-40-111, **amend** (1) as follows:

13-40-111. Issuance and return of summons. (1) Upon filing the complaint as required in section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons must command the defendant to appear before the court at a place named in the summons and at a time and on a day not less than seven days but not more than fourteen days from the day of issuing the same to answer the complaint of plaintiff. A court shall not enter a default judgment for possession before the close of business on the date upon which an appearance is due. The summons must also contain a statement addressed to the defendant stating: "If you do not respond to the landlord's complaint by filing a written answer with the court on or before the date and time in this summons or appearing in court at the date and time in this summons, the judge may enter a default judgment against you in favor of your landlord for possession. A default judgment for possession means that you will have to move out, and it may mean that you will have to pay money to the landlord. In your answer to the court, you can state why you believe you have a right to remain in the property, whether you admit or deny the landlord's factual allegations against you, and whether you believe you were given proper notice of the landlord's reasons for terminating your tenancy before you got this summons. When you file your answer, you must pay a filing fee to the clerk of the court." ~~If you are claiming that the landlord's failure to repair a residential premises is a defense to the landlord's allegation of nonpayment of rent, the court will require you to pay into the registry of the court, at the time of filing your answer, the rent due less any expenses you have incurred based upon the landlord's failure to repair the residential premise; unless the court determines that you qualify to have this requirement waived due to your income."~~

SECTION 15. Applicability. This act applies to actions related to violations of part 5 of article 12 of title 38 that are filed on or after the effective date of this act.

SECTION 16. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.

Approved: May 3, 2024