

CHAPTER 113

PROPERTY

HOUSE BILL 24-1098

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also SENATOR(S) Gonzales and Hinrichsen, Bridges, Buckner, Coleman, Cutter, Danielson, Exum, Jaquez Lewis, Michaelson Jenet, Winter F.

AN ACT

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

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

SECTION 1. Legislative declaration. The general assembly finds and declares that this act is reasonable and necessary for the important public purposes of preventing arbitrary displacement of individuals, protecting safety, and promoting public health and should be construed broadly to achieve these purposes.

SECTION 2. In Colorado Revised Statutes, **add** part 13 to article 12 of title 38 as follows:

**PART 13
FOR CAUSE EVICTION POLICY**

38-12-1301. Definitions. AS USED IN THIS PART 13, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ACCESSORY DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION 38-12-801 (7)(a).

(2) "CAUSE" MEANS A CIRCUMSTANCE DESCRIBED IN SECTION 38-12-1303 (2).

(3) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (3).

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.

(4) "FAMILY MEMBER" HAS THE MEANING SET FORTH IN SECTION 8-13.3-503 (11).

(5) "LANDLORD" MEANS A LANDLORD, AS DEFINED IN SECTION 38-12-502 (5); EXCEPT THAT "LANDLORD" DOES NOT INCLUDE THE MANAGEMENT OR LANDLORD OF A MOBILE HOME PARK, AS DEFINED IN SECTION 38-12-201.5 (3), UNLESS:

(a) THE MANAGEMENT OR LANDLORD OF A MOBILE HOME PARK IS RENTING BOTH A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5 (6.5), AND A MOBILE HOME, AS DEFINED IN SECTION 38-12-201.5 (5), TO A MOBILE HOME PARK RESIDENT, AS DEFINED IN SECTION 38-12-201.5 (11); AND

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

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

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

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

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

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

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

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

(a) FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR REMUNERATION AND FOR TEMPORARY, RECREATIONAL, BUSINESS, OR TRANSIENT PURPOSES; OR

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

(13) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS REPAIRS OR RENOVATIONS THAT:

(a) CANNOT BE REASONABLY ACCOMPLISHED IN A SAFE OR EFFICIENT MANNER WITH THE TENANT IN PLACE;

(b) ARE NOT REPAIRS OR RENOVATIONS THAT ARE NECESSARY TO REMEDY A BREACH OF THE WARRANTY OF HABITABILITY DESCRIBED IN SECTION 38-12-503; AND

(c) REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES FOR AT LEAST THIRTY DAYS.

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

(15) "WRITTEN NOTICE" MEANS WRITTEN NOTICE TO VACATE THAT:

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

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

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

(a) A SHORT-TERM RENTAL PROPERTY;

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

(I) IS:

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

(B) A DUPLEX; OR

(C) A TRIPLEX; AND

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

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

(d) A RESIDENTIAL PREMISES THAT IS LEASED TO A TENANT PURSUANT TO AN

EMPLOYER-PROVIDED HOUSING AGREEMENT, AS DEFINED IN SECTION 13-40-104 (5)(a);

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

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

38-12-1303. Cause for eviction required - no-fault evictions. (1) A LANDLORD SHALL NOT SERVE A NOTICE TO TERMINATE TENANCY OR A DEMAND FOR POSSESSION OR OTHERWISE PROCEED WITH AN ACTION FOR UNLAWFUL DETAINER PURSUANT TO ARTICLE 40 OF TITLE 13 UNLESS THERE IS CAUSE FOR THE EVICTION.

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

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

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

(c) SECTION 13-40-104 (1)(c) FOR WHEN A LESSEE OR TENANT AT WILL, OR AT SUFFERANCE, OF ANY NONRESIDENTIAL REAL PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f) HOLDS OVER AND CONTINUES IN POSSESSION OF THE PROPERTY OR PREMISES, OR ANY PORTION OF THE PROPERTY OR PREMISES, AFTER THE EXPIRATION OF THE TERM FOR WHICH THE PROPERTY OR PREMISES WAS LEASED OR AFTER THE TENANCY, AT WILL OR AT SUFFERANCE, HAS BEEN TERMINATED BY EITHER PARTY;

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

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

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

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

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

(i) SECTION 13-40-104 (1)(f) FOR POSSESSION AFTER A LEGAL SALE;

(j) SECTION 13-40-104 (1)(g) FOR WHEN PROPERTY HAS BEEN SOLD UNDER A JUDGMENT OR DECREE AND THE PARTY OR PRIVIES TO THE JUDGMENT OR DECREE REFUSE OR NEGLECT TO SURRENDER POSSESSION AFTER THE EXPIRATION OF THE TIME

OF REDEMPTION, WHEN REDEMPTION IS ALLOWED BY LAW, AFTER THE PURCHASER DEMANDS THE PROPERTY;

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

(l) SECTION 13-40-104 (1)(i) FOR A VENDEE THAT HOLDS OVER AFTER FAILING TO COMPLY WITH AN AGREEMENT TO PURCHASE LANDS OR TENEMENTS; AND

(m) SECTION 13-40-104 (1)(j) FOR WHEN A TENANT HAS ENGAGED IN CONDUCT THAT CREATES A NUISANCE OR DISTURBANCE THAT INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER TENANTS AT THE PROPERTY OR WHERE THE TENANT IS NEGLIGENTLY DAMAGING THE PROPERTY.

(3) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS SECTION, THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A NO-FAULT EVICTION OF A TENANT:

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

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

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

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

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

(b) **Substantial repairs or renovations.** (I) EXCEPT AS DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A RESIDENTIAL PREMISES, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS THE LANDLORD:

(A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING THE WRITTEN

NOTICE DESCRIBED IN SUBSECTION (3)(b)(I)(B) OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT;

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

(C) PROVIDES THE TENANT AN EXPECTED COMPLETION DATE AND A GENERAL DESCRIPTION OF THE SUBSTANTIAL REPAIRS OR RENOVATIONS TO THE RESIDENTIAL PREMISES;

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

(E) FOR ANY REPAIRS OR RENOVATIONS EXPECTED TO LAST LESS THAN ONE HUNDRED EIGHTY DAYS, PROVIDES THE TENANT A WRITTEN NOTICE SENT IN A MANNER THAT THE LANDLORD TYPICALLY USES TO COMMUNICATE WITH THE TENANT, WHICH NOTICE INCLUDES THE EXPECTED COMPLETION DATE FOR THE REPAIRS OR RENOVATIONS. IF, WITHIN TEN DAYS AFTER RECEIVING THE NOTICE, THE TENANT NOTIFIES THE LANDLORD THAT THE TENANT WANTS TO RETURN TO THE RESIDENTIAL PREMISES, THE LANDLORD SHALL OFFER THE TENANT THE FIRST RIGHT OF REFUSAL TO SIGN A NEW RENTAL AGREEMENT WITH REASONABLE TERMS. IF THE TENANT ACCEPTS THE NEW RENTAL AGREEMENT, THE TENANT HAS THIRTY DAYS TO OCCUPY THE RESIDENTIAL PREMISES UNLESS THE PARTIES MUTUALLY AGREE ON AN EXTENDED TIMELINE IN WRITING.

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

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

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

(c) **Landlord or family member of landlord assumes occupancy.** (I) WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF A RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY AS A RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A RESIDENCE BY THE LANDLORD'S FAMILY MEMBER, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS:

(A) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(III) OF THIS SECTION, THE LANDLORD OR THE LANDLORD'S FAMILY MEMBER MOVES INTO THE RESIDENTIAL

PREMISES WITHIN THREE MONTHS AFTER THE TENANT VACATES THE RESIDENTIAL PREMISES;

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

(C) NO SUBSTANTIALLY EQUIVALENT UNIT IS VACANT AND AVAILABLE TO HOUSE THE LANDLORD OR THE LANDLORD'S FAMILY MEMBER IN THE SAME BUILDING; AND

(D) THE LANDLORD DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE THE TENANT IS REQUIRED TO VACATE.

(II) IF THE LANDLORD IS AN INDIVIDUAL ON ACTIVE MILITARY DUTY FOR THE UNITED STATES MILITARY FORCES OR A SPOUSE OF SUCH AN INDIVIDUAL, THE LANDLORD MUST PROVIDE THE TENANT PROPER SERVICE OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST FORTY-FIVE DAYS BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT.

(III) IF THE LANDLORD OR THE LANDLORD'S FAMILY MEMBER IS A PERSON WITH A DISABILITY, THE LANDLORD MAY EXTEND FOR A REASONABLE TIME THE PERIOD OF TIME DESCRIBED SUBSECTION (3)(c)(I)(A) OF THIS SECTION TO ALLOW FOR CHANGES TO BE MADE TO THE RESIDENTIAL PREMISES TO ACCOMMODATE THE FAMILY MEMBER WITH THE DISABILITY.

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

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

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

(C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE ON WHICH THE

TENANT IS REQUIRED TO VACATE; EXCEPT THAT THIS SUBSECTION (3)(d)(I)(C) DOES NOT APPLY IF THE LANDLORD PRODUCES EVIDENCE THAT THE RESIDENTIAL PREMISES WAS LISTED FOR SALE ON A MULTIPLE-LISTING SERVICE AFTER THE TENANT WAS REQUIRED TO VACATE.

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

(e) **Tenant refuses to sign new lease with reasonable terms.** IF A TENANT REFUSES TO SIGN A NEW RENTAL AGREEMENT WITH REASONABLE TERMS, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF THE TENANT SO LONG AS THE LANDLORD:

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

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

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

(A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(I)(B) OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT; AND

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

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

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

(4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPACT THE

INTERPRETATION OF THE MEANING OF THE TERM "GOOD CAUSE" AS THE TERM IS USED IN FEDERAL LAW OR FEDERAL REGULATIONS.

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

(b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3) OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL AND FACTUAL BASIS FOR THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT, WHICH LEGAL BASIS MUST BE SET FORTH IN SUBSECTION (3) OF THIS SECTION.

38-12-1304. Violations - remedies. IF A LANDLORD PROCEEDS WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION OF THIS PART 13, AND THE TENANT LOSES POSSESSION OF THE DWELLING UNIT WITHOUT A COURT ORDER, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION 38-12-510.

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

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

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

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

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

(c) ~~When any lessee or tenant at will, or by AT sufferance, or for any part of a year, or for one or more years~~ PERIOD OF TIME, of any NONRESIDENTIAL real property OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), including a specific or undivided portion of a building, ~~or dwelling,~~ holds over and continues in possession of the ~~demised premises~~ NONRESIDENTIAL REAL PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), or any portion thereof, after the expiration of the term for which the ~~same were~~ NONRESIDENTIAL REAL PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d),

(1)(e), OR (1)(f) WAS LEASED OR AFTER ~~SUCH~~ THE TENANCY AT WILL OR SUFFERANCE, HAS BEEN TERMINATED BY EITHER PARTY;

(e) When ~~such~~ A TENANT OR LESSEE HOLDS OVER WITHOUT ~~such~~ PERMISSION, CONTRARY TO ANY ~~OTHER~~ MATERIAL CONDITION OR COVENANT OF THE AGREEMENT UNDER WHICH ~~such~~ THE TENANT OR LESSEE HOLDS, AND TEN DAYS' NOTICE IN WRITING HAS BEEN DULY SERVED UPON ~~such~~ THE TENANT OR LESSEE REQUIRING ~~in the alternative the~~ EITHER COMPLIANCE WITH ~~such~~ THE CONDITION OR COVENANT OR THE DELIVERY OF THE POSSESSION OF THE PREMISES; ~~so held~~; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS REQUIRED, ~~pursuant to this section~~, AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED; ~~pursuant to this section~~.

(e.5) (II) A TENANCY PURSUANT TO A RESIDENTIAL AGREEMENT MAY BE TERMINATED AT ANY TIME PURSUANT TO THIS SUBSECTION (1)(e.5) ON THE BASIS OF A SUBSEQUENT VIOLATION OF THE SAME CONDITION OR COVENANT OF THE AGREEMENT. THE TERMINATION OF A RESIDENTIAL TENANCY IS EFFECTIVE TEN DAYS AFTER SERVICE OF WRITTEN NOTICE TO ~~quit~~ TERMINATE TENANCY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBSECTION (1)(e.5)(II), A TENANCY PURSUANT TO A NONRESIDENTIAL AGREEMENT, AN EXEMPT RESIDENTIAL AGREEMENT, OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT MAY BE TERMINATED AT ANY TIME PURSUANT TO THIS SUBSECTION (1)(e.5) ON THE BASIS OF A SUBSEQUENT VIOLATION. THE TERMINATION OF A NONRESIDENTIAL TENANCY OR AN EMPLOYER-PROVIDED HOUSING TENANCY IS EFFECTIVE THREE DAYS AFTER SERVICE OF WRITTEN NOTICE TO ~~quit~~ TERMINATE TENANCY, AND THE TERMINATION OF A TENANCY PURSUANT TO AN EXEMPT RESIDENTIAL AGREEMENT IS EFFECTIVE FIVE DAYS AFTER SERVICE OF WRITTEN NOTICE TO ~~quit~~ TERMINATE TENANCY.

(e.8) WHEN A TENANT HOLDS OVER AND MAINTAINS POSSESSION OF A RESIDENTIAL PREMISES AFTER THE LANDLORD HAS PROPERLY INITIATED A NO-FAULT EVICTION BY SATISFYING THE NOTICE REQUIREMENTS AND OTHER REQUIREMENTS ASSOCIATED WITH THE NO-FAULT EVICTION, AS DESCRIBED IN SECTION 38-12-1303 (3);

(j) (I) WHEN A TENANT OR LESSEE HOLDS OVER WITHOUT PERMISSION OF THE LANDLORD AFTER THE TENANT OR LESSEE HAS ENGAGED IN CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A NUISANCE, WHICH CONDUCT INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR AN IMMEDIATELY ADJACENT PROPERTY, OR OF OTHERS WHO RESIDE IN AN IMMEDIATELY ADJACENT PROPERTY, OR OF OTHER TENANTS OR OCCUPANTS OF THE SAME PROPERTY, OR THE TENANT OR LESSEE BY REASON OF NEGLIGENCE DAMAGED THE HOUSING ACCOMMODATION, AND TEN DAYS' NOTICE IN WRITING HAS BEEN DULY SERVED UPON THE TENANT OR LESSEE, WHICH NOTICE CONTAINS A DESCRIPTION OF THE SPECIFIC CONDUCT THAT DISTURBED OTHERS OR CAUSED A NUISANCE, REQUIRING IN THE ALTERNATIVE CESSATION OF THE CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A NUISANCE THAT INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR IMMEDIATELY ADJACENT PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME PROPERTY, OR MALICIOUSLY OR BY REASON OF NEGLIGENCE DAMAGED THE HOUSING ACCOMMODATION OR POSSESSION OF THE PREMISES SO HELD; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SUBSECTION (1)(j), AND FOR

AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION.

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

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

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

13-40-106. Written demand. (1) The demand OR NOTICE required by section 13-40-104 OR 38-12-1303 shall be made in writing, specifying the grounds of the demandant's right to the possession of ~~such~~ THE PREMISES, INCLUDING A SPECIFIC DESCRIPTION OF THE ALLEGED VIOLATION OR NO-FAULT EVICTION GROUNDS, describing the ~~same~~ PREMISES, and INDICATING the DATE AND time when the ~~same~~ PREMISES shall be delivered up, and shall be signed by the person claiming such possession, ~~his~~ THE PERSON'S agent, or ~~his~~ THE PERSON'S attorney.

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

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

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

13-40-107. Notice to terminate tenancy. (1) ~~A tenancy may be terminated by notice in writing, served not less than the respective period fixed before the end of the applicable tenancy, as follows:~~ A LANDLORD OF NONRESIDENTIAL REAL PROPERTY OR A RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f) OR A TENANT OF ANY PROPERTY OR PREMISES MAY TERMINATE A PERIODIC TENANCY AT THE END OF THE TENANCY PERIOD OR ELECT TO NOT RENEW A FIXED TERM TENANCY AT THE END OF THE FIXED TERM BY SERVING WRITTEN NOTICE THAT EXPIRES AT THE END OF THE PERIOD OR FIXED TERM, BASED ON THE LENGTH OF THE APPLICABLE TENANCY DESCRIBED IN SUBSECTION (2) OF THIS SECTION.

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

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

~~(2)~~ (3) ~~SUCH~~ THE WRITTEN NOTICE ~~SHALL~~ DESCRIBED IN SUBSECTION (1) OF THIS SECTION MUST:

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

~~(3) 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.~~

~~(4) No WRITTEN notice to quit shall be UNDER SUBSECTION (1) OF THIS SECTION IS NECESSARY FROM OR TO A TENANT WHOSE TERM WITH A FIXED-TERM TENANCY THAT IS, BY AGREEMENT, TO END AT A TIME CERTAIN.~~

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

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

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

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

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

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

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

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

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

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

(b) Service of the notice to ~~quit shall~~ TERMINATE TENANCY MUST be as specified in section 13-40-108. ~~C.R.S.~~ Service by posting ~~shall be~~ IS deemed legally sufficient within the meaning of section 13-40-108 ~~C.R.S.~~, if the notice is affixed to the main entrance of the mobile home.

(3) In any notice provided by the management as required by this section, the management shall specify the reason for the termination, as described in section 38-12-203, of the tenancy that is the subject of the notice. If the management is terminating the tenancy because the mobile home or mobile home lot is out of compliance with local ordinances or state laws or rules relating to mobile homes and mobile home lots, as described in section 38-12-203 (1)(a), or out of compliance with written rules and regulations of the mobile home park, as described in section 38-12-203 (1)(c), the notice must include a statement advising the home owner that the home owner has a right to cure the noncompliance within ninety days after the date of service or posting of the notice to ~~quit~~ TERMINATE TENANCY. This ninety-day

period runs concurrently with the ninety-day period to sell the mobile home or remove it from the premises as set forth in subsection (1)(c)(I) of this section. Rent payment and other agreed tenant obligations remain in effect during this ninety-day period, and acceptance of rent by a landlord during this ninety-day period does not constitute a waiver of the landlord's right to terminate the tenancy for any noncompliance described in section 38-12-203 (1)(a) or (1)(c).

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

38-12-204.3. Notice required for termination. (1) Where the tenancy of a mobile home owner is being terminated under section 38-12-202 or section 38-12-204, the landlord or mobile home park owner shall provide such mobile home owner with written notice as provided for in subsection (2) of this section. Service of such notice ~~shall~~ **MUST** occur at the same time and in the same manner as service of:

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

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

IMPORTANT NOTICE TO THE HOME OWNER:

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

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

- The grounds for the termination of the tenancy;
- Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and
- That the home owner has the option of mediation pursuant to section 38-12-216, Colorado Revised Statutes, of the "Mobile Home Park Act" and the option of filing a complaint through the "Mobile Home Park Act Dispute Resolution and Enforcement Program" created in section 38-12-1104, Colorado Revised Statutes.

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

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

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

- The landlord or management complied with the notice requirements of the "Mobile Home Park Act";
- The landlord or management provided the home owner with a statement of reasons for termination of the tenancy; and
- The reasons for termination of the tenancy are true and valid under the "Mobile Home Park Act".

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

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

38-12-701. Notice of rent increase. (2) (b) A landlord ~~may~~ SHALL not terminate a residential tenancy in which there is no written agreement by serving a tenant with a notice to ~~quit pursuant to section 13-40-107~~ TERMINATE TENANCY with the

primary purpose of increasing a tenant's rent in a manner inconsistent with this section.

SECTION 12. In Colorado Revised Statutes, 38-12-222, **amend** (3) as follows:

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

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

38-12-508. Landlord's defenses to a claim of breach of warranty - limitations on claiming a breach. (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~~ TERMINATE TENANCY or vacate.

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

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

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

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

SECTION 16. Severability. If any provision of this act or the application of this act to any person or circumstance is held invalid, such invalidity does not affect other provisions or applications of the act that can be given effect without the

invalid provision or application, and to this end the provisions of this act are declared to be severable.

SECTION 17. 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: April 19, 2024