

SENATE FLOOR AMENDMENT

Second Reading

BY SENATOR Gonzales

- 1 Amend printed bill, page 3, line 17, after "(4.8)," insert "(5.7)".
- 2 Page 5 of the bill, after line 2 insert:
- 3 "(5.7) (a) "MAINTENANCE SERVICE" MEANS ANY SERVICE
4 PROVIDED AT A LANDLORD'S EXPENSE FOR THE PURPOSE OF GENERALLY
5 MAINTAINING, INSPECTING, REPAIRING, OR ENSURING THE UPKEEP AND
6 PRESERVATION OF A RESIDENTIAL PREMISES.
- 7 (b) "MAINTENANCE SERVICE" DOES NOT INCLUDE A ONE-TIME OR
8 SPECIALIZED THIRD-PARTY CONTRACTOR WHO IS NOT AN AGENT OF THE
9 LANDLORD AND ONLY PROVIDES A LIMITED OR EXPERT SERVICE TO A
10 RESIDENTIAL PREMISES."
- 11 Page 6 of the bill, strike lines 4 and 5 and substitute "RECORD CONVEYING
12 INFORMATION IN A FORM THAT MAY BE RETAINED BY THE RECIPIENT OR
13 SENDER OR THAT IS CAPABLE OF BEING DISPLAYED IN VISUAL".
- 14 Page 6 of the bill, line 26, strike "NOTICE" and substitute "NOTICE, AS
15 DESCRIBED IN SUBSECTION (3)(e) OF THIS SECTION,".
- 16 Page 9 of the bill, line 20, after "ANY" insert "WRITING THAT PROVIDES A".
- 17 Page 9 of the bill, line 22, strike "NOTICE" and substitute "WRITTEN
18 NOTICE".
- 19 Page 9 of the bill, line 24, strike "NOTICE" and substitute "WRITTEN
20 NOTICE".
- 21 Page 9 of the bill, line 25, strike "NOTICE" and substitute "WRITTEN
22 NOTICE".
- 23 Page 9 of the bill, line 27, after "TENANT'S" insert "WRITTEN".
- 24 Page 10 of the bill, line 3, strike "OBSERVATIONS OR REPORTS" and
25 substitute "WRITTEN OBSERVATIONS OR WRITTEN REPORTS".
- 26 Page 10 of the bill, line 4, after "INDIRECTLY;" insert "OR".
- 27 Page 10 of the bill, line 5, strike "NOTICE" and substitute "WRITTEN
28 NOTICE".

1 Page 10 of the bill, line 7, strike "TENANT; OR" and substitute "TENANT."

2 Page 10 of the bill, strike lines 8 through 10.

3 Page 10 of the bill, before line 11 insert:

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

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

14 Page 10 of the bill, line 27, strike "IN THE ROOM OR ROOMS".

15 Page 12 of the bill, after line 10 insert:

16 "(c) IF A TENANT IS PROVIDED A HOTEL ROOM DUE TO A CONDITION
17 DESCRIBED IN SUBSECTION (2)(a)(II) OF THIS SECTION AND THE CONDITION
18 CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE DAYS
19 DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE
20 CONTROL, THE LANDLORD IS REQUIRED TO PROVIDE THE HOTEL ROOM TO
21 THE TENANT FOR ONLY UP TO SIXTY CONSECUTIVE DAYS. THE LANDLORD
22 IS RELIEVED OF THE LANDLORD'S OBLIGATION TO PROVIDE HOTEL
23 ACCOMMODATIONS TO THE TENANT IF THE LANDLORD:

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

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

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

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

1 AND
2 (C) THAT THE TENANT MAY TERMINATE THEIR RENTAL
3 AGREEMENT WITH NO LIABILITY OR FINANCIAL PENALTY TO THE TENANT;
4 AND
5 (III) RETURNS TO THE TENANT THE TENANT'S FULL SECURITY
6 DEPOSIT ON OR BEFORE THE DATE THAT THE LANDLORD PROVIDES THE
7 TENANT NOTICE IN ACCORDANCE WITH SUBSECTION (4)(c)(I) OF THIS
8 SECTION."

9 Page 12 of the bill, line 23, strike "SEVEN" and substitute "TEN".

10 Page 13 of the bill, line 15, strike "SAFETY." and substitute "SAFETY OR
11 WHEN THE CONDITION POSES AN ACTIVE AND ONGOING THREAT OF
12 CAUSING, AND, WITHOUT IMMEDIATE REMEDIATION, WOULD CAUSE,
13 SUBSTANTIAL AND MATERIAL DAMAGE TO THE RESIDENTIAL PREMISES."

14 Page 13 of the bill, line 21, strike "A" and insert "EXCEPT AS PROVIDED
15 IN SUBSECTION (6)(a)(III) OF THIS SECTION, A".

16 Page 18 of the bill, line 16, strike "(4)(b)" and substitute "(4)".

17 Page 19 of the bill, line 24, strike "repair," and substitute "repair AND
18 SCHEDULED TO BE".

19 Amend the Local Government and Housing Committee Report, dated
20 February 27, 2024, page 3, strike line 1 and substitute "SAFE AND
21 HEALTHY HOUSING.

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

30 (e) IF A LANDLORD PROVIDES A TENANT WITH AN ONLINE TENANT
31 PORTAL OR PLATFORM, THE LANDLORD MUST POST IN A CONSPICUOUS
32 PLACE IN THE ONLINE TENANT PORTAL OR PLATFORM A STATEMENT IN
33 ENGLISH AND SPANISH THAT STATES AN ADDRESS WHERE A TENANT CAN
34 MAIL OR PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE
35 CONDITION AND AN EMAIL ADDRESS OR ACCESSIBLE ONLINE PORTAL OR
36 PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN
37 UNINHABITABLE CONDITION."."

- 1 Page 21 of the bill, strike lines 8 through 11 and substitute:
- 2 "(c) INADEQUATE RUNNING WATER OR INADEQUATE RUNNING HOT
3 WATER, EXCEPT FOR TEMPORARY DISRUPTIONS IN WATER SERVICE DUE TO
4 NECESSARY MAINTENANCE, REPAIR, OR CONSTRUCTION THAT IS BEING
5 PERFORMED OR TEMPORARY DISRUPTIONS IN WATER SERVICE THAT A
6 LANDLORD COULD NOT REASONABLY PREVENT OR CONTROL;"
- 7 Page 24 of the bill, line 3, strike "EVENT." and substitute "EVENT; EXCEPT
8 THAT A LANDLORD IS NOT REQUIRED TO PROVIDE INFORMATION ON
9 COMMUNITY COOLING SPACES IF THERE ARE NO KNOWN COMMUNITY
10 COOLING SPACES WITHIN TEN MILES OF THE RESIDENTIAL PREMISES."
- 11 Page 25 of the bill, strike lines 21 through 27.
- 12 Strike page 26 of the bill.
- 13 Page 27 of the bill, strike lines 1 through 4.
- 14 Reletter succeeding paragraphs accordingly.
- 15 Page 4 of the report, strike lines 9 through 16.
- 16 Page 27 of the bill, line 18, strike "(1)(d)(I)(A)" and substitute
17 "(1)(c)(I)(A)".
- 18 Page 28 of the bill, line 15, strike "(1)(d)(I)(A)" and substitute
19 "(1)(c)(I)(A)".
- 20 Page 28 of the bill, line 24, strike "RENT" and insert "RENTAL PAYMENTS".
- 21 Page 28 of the bill, line 25, strike "(1)(c), (1)(d)(I), OR (1)(d)(II)" and
22 substitute "(1)(c)(I) OR (1)(c)(II)".
- 23 Page 28 of the bill, strike line 27 and substitute "THE TENANT'S INTENT TO
24 DEDUCT RENTAL PAYMENTS".
- 25 Page 29 of the bill, strike line 1 and substitute:
- 26 "(IV) IF A TENANT WRONGFULLY DEDUCTS A RENTAL PAYMENT BY
27 NOT SUBSTANTIALLY COMPLYING WITH THE REQUIREMENTS OF THIS
28 SUBSECTION (1)(c), A LANDLORD MAY PURSUE ANY LEGAL REMEDY
29 AVAILABLE UNDER LAW. IF A COURT FINDS THAT THE TENANT PURPOSELY
30 DEDUCTED A RENTAL PAYMENT IN BAD FAITH, THE COURT SHALL AWARD

1 THE LANDLORD DAMAGES EQUAL TO DOUBLE THE AMOUNT OF MONEY
2 UNLAWFULLY DEDUCTED.".

3 Page 4 of the report, strike lines 18 through 22.

4 Page 30 of the bill, line 9, strike "(1)(f)," and substitute "(1)(e),".

5 Page 31 of the bill, line 13, strike "(1)(g)" and substitute "(1)(f)".

6 Page 32 of the bill, line 6, strike "WITHHOLDING" and substitute
7 "DEDUCTING" and strike "RENT" and substitute "RENTAL PAYMENTS".

8 Page 32 of the bill, line 7, strike "SUBSECTIONS (1)(c) AND (1)(d)" and
9 substitute, "SUBSECTION (1)(c)".

10 Page 34 of the bill, line 13, strike "(1)(f) AND (1)(g)" and substitute
11 "(1)(e) AND (1)(f)".

12 Page 42 of the bill, after line 19 insert:

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

15 **13-40-111. Issuance and return of summons.** (1) Upon filing
16 the complaint as required in section 13-40-110, the clerk of the court or
17 the attorney for the plaintiff shall issue a summons. The summons must
18 command the defendant to appear before the court at a place named in the
19 summons and at a time and on a day not less than seven days but not more
20 than fourteen days from the day of issuing the same to answer the
21 complaint of plaintiff. A court shall not enter a default judgment for
22 possession before the close of business on the date upon which an
23 appearance is due. The summons must also contain a statement addressed
24 to the defendant stating: "If you do not respond to the landlord's
25 complaint by filing a written answer with the court on or before the date
26 and time in this summons or appearing in court at the date and time in this
27 summons, the judge may enter a default judgment against you in favor of
28 your landlord for possession. A default judgment for possession means
29 that you will have to move out, and it may mean that you will have to pay
30 money to the landlord. In your answer to the court, you can state why you
31 believe you have a right to remain in the property, whether you admit or
32 deny the landlord's factual allegations against you, and whether you
33 believe you were given proper notice of the landlord's reasons for
34 terminating your tenancy before you got this summons. When you file
35 your answer, you must pay a filing fee to the clerk of the court." ~~If you are~~

1 ~~claiming that the landlord's failure to repair a residential premises is a~~
2 ~~defense to the landlord's allegation of nonpayment of rent, the court will~~
3 ~~require you to pay into the registry of the court, at the time of filing your~~
4 ~~answer, the rent due less any expenses you have incurred based upon the~~
5 ~~landlord's failure to repair the residential premise; unless the court~~
6 ~~determines that you qualify to have this requirement waived due to your~~
7 ~~income."~~.

8 Renumber succeeding sections accordingly.

9 Strike "ACTUAL OR CONSTRUCTIVE" on: **Page 6**, line 26; **Page 7**, lines 3
10 and 25; **Page 8**, lines 3 and 7; **Page 9**, lines 4 and 18; **Page 10**, line 11;
11 **Page 12**, line 24; **Page 13**, line 2; **Page 14**, lines 1 and 7; **Page 15**, line
12 2; **Page 17**, lines 9 and 22 and 23; and **Page 30**, line 26.

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