

SENATE COMMITTEE OF REFERENCE REPORT

Chair of Committee

February 27, 2024
Date

Committee on Local Government & Housing.

After consideration on the merits, the Committee recommends the following:

SB24-094 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

- 1 Amend printed bill, page 3, line 17, after "**repeal**" insert "(4) and".
- 2 Page 4, after line 12 insert:
 - 3 "(4) ~~"Electronic notice" means notice by electronic mail or an~~
 - 4 ~~electronic portal or management communications system that is available~~
 - 5 ~~to both a landlord and a tenant."~~
- 6 Page 4, line 26, strike "LODGING." and substitute "LODGING
- 7 ESTABLISHMENT."
- 8 Page 5, line 12, strike "OR OTHER DEVICE".
- 9 Page 6, line 17, after "AND" insert "THAT THE LANDLORD WILL MAINTAIN
- 10 THE RESIDENTIAL PREMISES AS FIT FOR HUMAN HABITATION."
- 11 Page 7, line 15, strike "OR".
- 12 Page 7, line 18, strike "EVENT." and substitute "EVENT; OR
- 13 (V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE
- 14 RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE
- 15 INCEPTION OF THE TENANT'S OCCUPANCY."
- 16 Page 9, line 5, strike "MAY" and substitute "SHALL".
- 17 Page 9, line 7, strike "TENANT," and substitute "TENANT AND MAY
- 18 REQUIRE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION
- 19 WITH".

- 1 Page 10, line 27, after "INCLUDE" insert "AT LEAST".
- 2 Page 12, line 14, after "ANY" insert "UNINHABITABLE CONDITION OR".
- 3 Page 13, line 9, strike "SECTION;" and substitute "SECTION, INCLUDING
4 THE LANDLORD'S OBLIGATION TO PROVIDE THE TENANT A COMPARABLE
5 DWELLING UNIT OR HOTEL ROOM AT NO COST TO THE TENANT;".
- 6 Page 14, line 8, strike "SECTION 38-12-505 (1)" and substitute
7 "SUBSECTION (2)(a) OF THIS SECTION".
- 8 Page 15, line 17, after "NOTICE" insert "AT ANY TIME".
- 9 Page 16, line 25, strike "THE LANDLORD" and substitute
10 "NOTWITHSTANDING SECTION 38-12-103, THE LANDLORD".
- 11 Page 18, after line 16 insert:
- 12 "(13) (a) A LANDLORD SHALL NOT REQUIRE A TENANT TO SUBMIT
13 AN INSURANCE CLAIM WITH THE TENANT'S RENTAL INSURANCE CARRIER TO
14 COVER A COST OR EXPENSE RELATED TO REMEDIAL ACTION THAT THE
15 LANDLORD IS RESPONSIBLE FOR PAYING UNDER THIS PART 5.
- 16 (b) A LANDLORD IS PROHIBITED FROM FILING A CLAIM WITH A
17 TENANT'S RENTAL INSURANCE CARRIER TO COVER A COST OR EXPENSE
18 RELATED TO REMEDIAL ACTION THAT THE LANDLORD IS RESPONSIBLE FOR
19 PAYING UNDER THIS PART 5 WITHOUT EXPRESS WRITTEN PERMISSION FROM
20 THE TENANT PROVIDED AT THE TIME THE CLAIM IS SUBMITTED.
- 21 (14) A LANDLORD SHALL HIRE A PROFESSIONAL, AS DEFINED IN
22 SECTION 38-12-104 (3), TO REMEDY OR REPAIR A HAZARDOUS CONDITION
23 RELATED TO GAS PIPING, GAS FACILITIES, GAS APPLIANCES, OR OTHER GAS
24 EQUIPMENT AT A RESIDENTIAL PREMISES."
- 25 Page 20, after line 24 insert:
- 26 "(c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
27 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT
28 LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY
29 TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S
30 WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY
31 LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR
32 REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES,
33 REQUESTING REPAIRS, OR FOR SEEKING TO ENJOY THE TENANT'S RIGHT TO

1 SAFE AND HEALTHY HOUSING."

2 Page 21, strike lines 12 and 13 and substitute:

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

8 Page 21, strike line 22 and substitute, "EXTERIOR DOORS THAT ALLOW
9 ENTRY INTO A RESIDENTIAL PREMISES OR A DWELLING UNIT AND ALL
10 EXTERIOR WINDOWS THAT ARE DESIGNED TO BE OPENED;"

11 Page 23, strike lines 12 and 13 and substitute "PRIORITIZE A TENANT WHO
12 REQUESTS THE INSTALLATION OR USAGE OF A PORTABLE COOLING DEVICE
13 TO ACCOMMODATE THE TENANT'S DISABILITY OVER OTHER TENANTS'
14 REQUESTS TO INSTALL OR USE A PORTABLE COOLING DEVICE."

15 Page 24, after line 10 insert:

16 "(e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S
17 OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE
18 ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION
19 24-34-502.2."

20 Page 24, line 21, strike "SPECIFIES:" and substitute "STATES:"

21 Page 25, lines 2 and 3, strike "COMPLETELY REMEDIES OR REPAIRS THE
22 CONDITION STATED IN THE TENANT'S NOTICE" and substitute "COMMENCES
23 OR COMPLETES REMEDIAL ACTION"

24 Page 25, line 11, after "(b)" insert "(I)".

25 Page 25, strike lines 17 through 20 and substitute:

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

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

32 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL

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

9 Page 25, line 23, strike "SPECIFIES" and substitute "STATES".

10 Page 26, strike lines 23 through 27 and substitute:

11 "(A) TERMINATE THE RENTAL AGREEMENT, RETAIN ANY AMOUNT
12 OF RENT WITHHELD, AND AVOID ANY LIABILITY FOR FUTURE RENT OR
13 CHARGES UNDER THE RENTAL AGREEMENT BY PROVIDING THE LANDLORD
14 AT LEAST THREE DAYS' WRITTEN NOTICE OF THE TENANT'S INTENT TO
15 TERMINATE THE RENTAL AGREEMENT AND VACATE THE DWELLING UNIT;
16 OR".

17 Page 27, line 20, strike "(4)(b);" and substitute "(4);".

18 Page 28, line 24, strike "RENT" and substitute "OR WITHHOLDS RENTAL
19 PAYMENTS".

20 Page 28, strike line 27 and substitute "THE TENANT'S INTENT TO DEDUCT
21 OR WITHHOLD RENTAL PAYMENTS."

22 Page 29, strike line 1.

23 Page 29, line 5, strike "OR PUNITIVE".

24 Page 29, strike lines 7 through 13 and substitute "SHALL INCLUDE ANY
25 REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT DURING
26 ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE UNINHABITABLE
27 PURSUANT TO SUBSECTION (3) OF THIS SECTION. A TENANT MAY ALSO
28 RECOVER COURT COSTS, REASONABLE ATTORNEY FEES, PUNITIVE
29 DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE COURT."

30 Page 29, line 25, strike "38-12-503;" and substitute "38-12-503 OR BY
31 OTHER VIOLATIONS OF THIS PART 5;".

32 Page 31, line 10, after "SECURITY OR" insert "PROVIDE".

1 Page 32, strike lines 15 through 27 and substitute "DOCUMENTATION MAY
2 INCLUDE ANY RECORDS, NOTICES, REPORTS, CORRESPONDENCE, OR OTHER
3 DOCUMENTATION MAINTAINED BY THE LANDLORD IN ACCORDANCE WITH
4 SECTION 38-12-503 (5).

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

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

16 Page 33, line 25, strike "CLAIM".

17 Page 34, strike lines 6 and 7 and substitute:

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

20 Page 35, line 8, after "ANY" insert "OTHER".

21 Page 36, line 2, strike "CLAIM" and strike "ORDER" and substitute
22 "JUDGMENT".

23 Page 36, line 5, after "COURT" insert "OR JURY".

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