

**First Regular Session  
Seventy-third General Assembly  
STATE OF COLORADO**

**REREVISED**

*This Version Includes All Amendments  
Adopted in the Second House*

LLS NO. 21-0614.01 Jane Ritter x4342

**SENATE BILL 21-173**

**SENATE SPONSORSHIP**

**Gonzales and Moreno**, Fenberg, Kolker, Pettersen, Story, Winter, Buckner, Danielson, Jaquez Lewis, Lee, Rodriguez

**HOUSE SPONSORSHIP**

**Caraveo and Gonzales-Gutierrez**, Duran, Jackson, Lontine, Michaelson Jenet, Roberts, Sirota, Woodrow, Benavidez, Bernett, Bird, Boesenecker, Cutter, Exum, Herod, Hooton, Kennedy, McCluskie, Ricks, Weissman

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**Senate Committees**

State, Veterans, & Military Affairs  
Appropriations

**House Committees**

Business Affairs & Labor  
Appropriations

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**A BILL FOR AN ACT**

101    **CONCERNING RIGHTS RELATED TO RESIDENTIAL RENTAL**  
102        **AGREEMENTS, AND, IN CONNECTION THEREWITH, MAKING AN**  
103        **APPROPRIATION.**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

The bill addresses the following items related to landlord and tenant rights in residential rental agreements:

- When a landlord removes or excludes a tenant from a dwelling without resorting to proper court procedures, it is an unfair or deceptive trade practice for the purposes of the

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

HOUSE  
3rd Reading Unamended  
June 3, 2021

HOUSE  
Amended 2nd Reading  
June 1, 2021

SENATE  
Amended 3rd Reading  
April 14, 2021

SENATE  
Amended 2nd Reading  
April 13, 2021

"Colorado Consumer Protection Act";

- After a complaint is filed by a landlord, the clerk of the court or the attorney for the plaintiff shall issue a summons, including information concerning filing an answer and legal aid. A court shall not enter a default writ of restitution before the close of business on the date upon which an appearance is due.
- Provides additional details regarding the defendant's answer, including that a defendant does not waive any defense related to proper notice by filing an answer; that the court shall set a date for trial no sooner than 7 days after the answer is filed, unless the defendant agrees to waive this provision and schedule the trial for an earlier date; and in the time after an answer is filed and before a trial occurs, the court shall order that the landlord provide any documentation related to the tenancy or the current action that the defendant requests;
- Repeals language requiring the defendant, in an appeal from a judgment of a county court, to deposit with the court the amount of rent found due;
- When a court has issued a writ of restitution in a residential forcible entry and wrongful detainer (FED) proceeding, a tenant may pay any rent that is still owed to the landlord at any point up to 48 hours after a court has ordered a writ of restitution;
- Eliminates the bond requirement for the warranty of habitability and allows the tenant to assert an alleged breach of the warranty of habitability as an affirmative defense;
- Establishes allowable court procedures and remedies in cases of an alleged breach of warranty of habitability;
- Bans liquidated damage clauses that assign a cost to a party stemming from a rental violation or an eviction action;
- Prohibits rental agreements that contain one-way fee-shifting clauses that award attorney fees and court costs only to one party; and
- Guarantees parties to a residential FED dispute the right to a trial by jury.

The bill prohibits a landlord of a mobile home park or a residential premises (landlord) from:

- Charging a tenant or mobile home owner (tenant) a late fee for late payment of rent unless the rent payment is late by at least 14 calendar days;
- Charging a tenant a late fee in an amount that exceeds the greater of:

- \$20; or
- 2.5% of the amount of the rent obligation that remains past due;
- Requiring a tenant to pay a late fee unless the late fee is disclosed in the rental agreement;
- Removing, excluding, or initiating eviction procedures against a tenant solely as a result of the tenant's failure to pay one or more late fees;
- Terminating a tenancy or other estate at will or a lease in a mobile home park because the tenant fails to pay one or more late fees to the landlord;
- Imposing a late fee on a tenant for the late payment or nonpayment of any portion of the rent that a rent subsidy provider, rather than the tenant, is responsible for paying;
- Imposing a late fee more than once for each late payment;
- Requiring a tenant to pay interest on late fees;
- Recouping any amount of a late fee from a rent payment made by a tenant; or
- Charging a tenant a late fee unless the landlord provided the tenant written notice of the late fee within 180 days after the date upon which the rent payment was due.

A landlord who commits a violation must pay a \$20 penalty to an aggrieved tenant for each violation. Otherwise, a landlord who commits a violation has 7 days to cure the violation, which 7 days begins when the landlord receives notice of the violation. If a landlord fails to timely cure a violation, the tenant may bring a civil action to seek one or more of the following remedies:

- Compensatory damages for injury or loss suffered;
- A penalty of at least \$500 but not more than \$2,000 for each violation, payable to the tenant;
- Costs, including reasonable attorney fees if the tenant is the prevailing party; and
- Other equitable relief the court finds appropriate.

The attorney general may investigate and prosecute alleged violations. A violation that is not timely cured or that was committed by a landlord in bad faith is an unfair or deceptive trade practice for the purposes of the "Colorado Consumer Protection Act".

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

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3

**SECTION 1.** In Colorado Revised Statutes, 13-40-111, **amend**

4

(1); and **add** (5) and (6) as follows:

1           **13-40-111. Issuance and return of summons.** (1) Upon filing  
2 the complaint as ~~provided~~ REQUIRED in section 13-40-110, the clerk of the  
3 court or the attorney for the plaintiff shall issue a summons. The  
4 summons ~~shall~~ MUST command the defendant to appear before the court  
5 at a place named in ~~such~~ THE summons and at a time and on a day ~~which~~  
6 ~~shall be~~ not less than seven days ~~nor~~ BUT NOT more than fourteen days  
7 from the day of issuing the same to answer the complaint of plaintiff. A  
8 COURT SHALL NOT ENTER A DEFAULT JUDGMENT FOR POSSESSION BEFORE  
9 THE CLOSE OF BUSINESS ON THE DATE UPON WHICH AN APPEARANCE IS  
10 DUE. The summons ~~shall~~ MUST also contain a statement addressed to the  
11 defendant stating: "If you fail to file with the court, at or before the time  
12 for appearance specified in the summons, an answer to the complaint  
13 setting forth the grounds upon which you base your claim for possession  
14 and denying or admitting all of the material allegations of the complaint,  
15 judgment by default may be taken against you for the possession of the  
16 property described in the complaint, for the rent, if any, due or to become  
17 due, for present and future damages and costs, and for any other relief to  
18 ~~which the plaintiff is entitled. If you are claiming that the landlord's~~  
19 ~~failure to repair the residential premises is a defense to the landlord's~~  
20 ~~allegation of nonpayment of rent, the court will require you to pay into the~~  
21 ~~registry of the court, at the time of filing your answer, the rent due less~~  
22 ~~any expenses you have incurred based upon the landlord's failure to repair~~  
23 ~~the residential premises; UNLESS THE COURT DETERMINES THAT YOU~~  
24 ~~QUALIFY TO HAVE THIS REQUIREMENT WAIVED DUE TO YOUR INCOME.~~

25           (5) A SUMMONS ISSUED PURSUANT TO THIS SECTION MUST ALSO  
26 CONTAIN A LIST OF AVAILABLE RESOURCES WITH A WEBSITE LINK AND  
27 PHONE NUMBER FOR RESIDENTIAL TENANTS TO OBTAIN CIVIL LEGAL AID

1 AND RENTAL ASSISTANCE. THE DEPARTMENT OF LOCAL AFFAIRS SHALL  
2 MAKE AVAILABLE AND KEEP CURRENT THE LIST OF RESOURCES  
3 AVAILABLE. LOCAL GOVERNMENT ENTITIES MAY ALSO PROVIDE OR  
4 SUPPLEMENT THE LIST OF RESOURCES AND PROVIDE SUCH RESOURCES TO  
5 THE DEPARTMENT OF LOCAL AFFAIRS FOR PUBLICATION ON ITS WEBSITE.

6 (6) A SUMMONS ISSUED PURSUANT TO THIS SECTION MUST ALSO  
7 CONTAIN:

8 (a) A COPY OF A BLANK ANSWER FORM REQUIRED PURSUANT TO  
9 SECTION 13-40-113; AND

10 (b) A FORM THAT ALLOWS EITHER PARTY TO REQUEST ALL  
11 DOCUMENTS IN THE LANDLORD'S AND TENANT'S POSSESSION RELEVANT TO  
12 THE CURRENT ACTION.

13 **SECTION 2.** In Colorado Revised Statutes, **amend** 13-40-113 as  
14 follows:

15 **13-40-113. Answer of defendant - additional and amended**  
16 **pleadings.** (1) The defendant shall file with the court, at or before the  
17 time DAY specified for ~~his~~ THE DEFENDANT'S appearance in the summons,  
18 an answer in writing. ~~setting~~ THE DEFENDANT'S ANSWER MUST SET forth  
19 the grounds on which ~~he~~ THE DEFENDANT bases ~~his~~ THE DEFENDANT'S  
20 claim for possession, ~~and~~ admitting or denying all of the material  
21 allegations of the complaint, and presenting every defense which then  
22 exists and upon which ~~he~~ THE DEFENDANT intends to rely, either by  
23 including the same in ~~his~~ THE DEFENDANT'S answer or by ~~filing~~  
24 ~~simultaneously therewith~~ SIMULTANEOUSLY FILING motions setting forth  
25 every such defense.

26 (2) The court for good cause may permit the filing of additional  
27 and amended pleadings ~~where such~~ IF IT will not result in A delay

1 prejudicial to the defendant.

2 (3) A DEFENDANT DOES NOT WAIVE ANY DEFENSE RELATED TO  
3 PROPER NOTICE BY FILING AN ANSWER PURSUANT TO THIS SECTION. A  
4 DEFENDANT CAN RAISE A DEFENSE RELATED TO PROPER NOTICE IN THE  
5 DEFENDANT'S ANSWER OR BY FILING A MOTION PREHEARING. A  
6 DEFENDANT CANNOT RAISE THIS DEFENSE FOR THE FIRST TIME AT THE  
7 HEARING IF THE DEFENDANT FAILED TO RAISE IT IN THE DEFENDANT'S  
8 ANSWER OR IN A PREHEARING MOTION.

9 (4) AFTER AN ANSWER IS PROVIDED TO THE COURT PURSUANT TO  
10 THIS SECTION:

11 (a) THE COURT SHALL SET A DATE FOR TRIAL NO SOONER THAN  
12 SEVEN, BUT NOT MORE THAN TEN, DAYS AFTER THE ANSWER IS FILED,  
13 UNLESS THE DEFENDANT REQUESTS A WAIVER OF THIS REQUIREMENT IN  
14 THE DEFENDANT'S ANSWER OR AFTER FILING AN ANSWER; EXCEPT THAT A  
15 COURT MAY EXTEND BEYOND TEN DAYS IF EITHER PARTY DEMONSTRATES  
16 GOOD CAUSE FOR AN EXTENSION OR IF THE COURT OTHERWISE FINDS  
17 JUSTIFICATION FOR THE EXTENSION. THE REQUIREMENT SET FORTH IN THIS  
18 SUBSECTION (4)(a) DOES NOT APPLY TO A FORCIBLE ENTRY AND DETAINER  
19 PETITION THAT ALLEGES A SUBSTANTIAL VIOLATION, AS DEFINED IN  
20 SECTION 13-40-107.5 (3), OR TERMINATES A TENANCY PURSUANT TO  
21 SECTION 38-12-203 (1)(f).

22 (b) IN THE TIME AFTER AN ANSWER IS FILED AND BEFORE A TRIAL  
23 OCCURS, THE COURT SHALL ORDER THAT THE LANDLORD OR TENANT  
24 PROVIDE ANY DOCUMENTATION RELEVANT TO THE CURRENT ACTION THAT  
25 EITHER PARTY REQUESTS PURSUANT TO SECTION 13-40-111 (6)(b).

26 **SECTION 3.** In Colorado Revised Statutes, 13-40-115, **amend**  
27 **(2); and add (4) and (5) as follows:**



1 CONFIRMATION THAT THE FULL AMOUNT HAS BEEN TIMELY PAID, THE  
2 COURT SHALL:

3 (a) VACATE ANY JUDGMENTS THAT HAVE BEEN ISSUED; AND

4 (b) DISMISS THE ACTION WITH PREJUDICE.

5 (5) THE RIGHTS PROVIDED IN SUBSECTION (4) OF THIS SECTION  
6 MAY NOT BE WAIVED BY ANY WRITTEN AGREEMENT.

7 **SECTION 4.** In Colorado Revised Statutes, 13-40-117, **amend**  
8 (3) as follows:

9 **13-40-117. Appeals.** (3) If the appellee believes that ~~he~~ THE  
10 APPELLEE may suffer serious economic harm during the pendency of the  
11 appeal, ~~he~~ THE APPELLEE may petition the court taking the appeal to ~~order~~  
12 ~~that an~~ REQUIRE THE APPELLANT TO HAVE AN additional undertaking ~~be~~  
13 ~~required of the appellant~~ to cover the anticipated harm. The court shall  
14 order such undertaking only after a hearing and upon a finding that the  
15 appellee has shown a substantial likelihood of suffering such economic  
16 harm during the pendency of the appeal and that ~~he~~ THE APPELLEE will not  
17 BE adequately ~~be~~ protected under the appeals bond and the other  
18 requirements for appeal pursuant to sections 13-40-118, 13-40-120 and  
19 13-40-123.

20

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21

■ ■ ■ ■

22 **SECTION 5.** In Colorado Revised Statutes, 13-54-102, **amend**  
23 (1)(r) as follows:

24 **13-54-102. Property exempt - definitions - repeal.** (1) The  
25 following property is exempt from levy and sale under writ of attachment  
26 or writ of execution:

27 (r) For purposes of garnishment proceedings pursuant to ~~the~~




1 ~~provisions of article 54.5 of this title~~ TITLE 13, any amount held by a third  
2 party as a security deposit, as defined in ~~section 38-12-102 (2), C.R.S.~~  
3 SECTION 38-12-102 (6), or any amount held by a third party as a utility  
4 deposit to secure payment for utility goods or services used or consumed  
5 by the debtor or ~~his~~ THE DEBTOR'S dependents;

6 **SECTION 6.** In Colorado Revised Statutes, **amend** 38-12-101 as  
7 follows:

8 **38-12-101. Legislative declaration.** ~~The provisions of This part~~  
9 1 shall be liberally construed to implement the intent of the general  
10 assembly to ~~insure~~ ENSURE the proper administration of security deposits  
11 AND LATE FEES and protect the interests of tenants, MOBILE HOME  
12 OWNERS, and landlords.

13 **SECTION 7.** In Colorado Revised Statutes, **amend** 38-12-102 as  
14 follows:

15 **38-12-102. Definitions.** As used in this part 1, unless the context  
16 otherwise requires:

17   
18 (1) "HOME OWNER" HAS THE MEANING SET FORTH IN SECTION  
19 38-12-201.5 (2).

20 (2) "LANDLORD" MEANS A LANDLORD, AS DEFINED IN SECTION  
21 38-12-502 (5), OR THE MANAGEMENT OR LANDLORD OF A MOBILE HOME  
22 PARK, AS DEFINED IN SECTION 38-12-201.5 (3).

23 (3) "LATE FEE" MEANS A MONETARY SUM THAT A LANDLORD  
24 CHARGES A TENANT OR HOME OWNER AS A RESULT OF THE TENANT'S OR  
25 HOME OWNER'S FAILURE TO TIMELY PAY RENT AND THAT IS DETERMINED  
26 PURSUANT TO A RENTAL AGREEMENT BETWEEN THE LANDLORD AND THE  
27 TENANT OR HOME OWNER.

1           (1) (4) "Normal wear and tear" means ~~that~~ deterioration ~~which~~  
2           THAT occurs, based upon the use for which ~~the~~ A rental unit OR MOBILE  
3           HOME SPACE, AS DEFINED IN SECTION 38-12-201.5(7), is intended, without  
4           negligence, carelessness, accident, or abuse of the premises or equipment  
5           or chattels by the tenant OR HOME OWNER or members of ~~his~~ THE  
6           TENANT'S OR HOME OWNER'S household, or their invitees or guests.

7           (5) "RENT SUBSIDY PROVIDER" MEANS A PUBLIC OR PRIVATE  
8           ENTITY, INCLUDING A PUBLIC HOUSING AUTHORITY, THAT PROVIDES  
9           ONGOING FINANCIAL ASSISTANCE TO A LANDLORD FOR THE PURPOSE OF  
10          SUBSIDIZING RENT.

11          (2) (6) "Security deposit" means any advance or deposit of money,  
12          regardless of its denomination, the primary function of which is to secure  
13          the performance of a rental agreement for A residential premises or any  
14          part ~~thereof~~ OF A RESIDENTIAL PREMISES.

15          (7) "TENANT" HAS THE MEANING SET FORTH IN SECTION 38-12-502  
16          (9).

17          **SECTION 8.** In Colorado Revised Statutes, **add** 38-12-105 as  
18          follows:

19          **38-12-105. Late fees charged to tenants and mobile home**  
20          **owners - maximum late fee amounts - prohibited acts - penalties -**  
21          **period to cure violations - remedies - unfair or deceptive trade**  
22          **practice.** (1) A LANDLORD SHALL NOT TAKE ANY OF THE FOLLOWING  
23          ACTIONS OR DIRECT ANY AGENT TO TAKE ANY OF THE FOLLOWING ACTIONS  
24          ON THE LANDLORD'S BEHALF:

25                 (a) CHARGE A TENANT OR HOME OWNER A LATE FEE UNLESS A  
26                 RENT PAYMENT IS LATE BY AT LEAST SEVEN CALENDAR DAYS;     

27                 (b) CHARGE A TENANT OR HOME OWNER A LATE FEE IN AN AMOUNT

1 THAT EXCEEDS THE GREATER OF:

2 (I) FIFTY DOLLARS; OR

3 (II) FIVE PERCENT OF THE AMOUNT OF THE PAST DUE RENT  
4 PAYMENT;

5 (c) REQUIRE A TENANT OR HOME OWNER TO PAY A LATE FEE  
6 UNLESS THE LATE FEE IS DISCLOSED IN THE RENTAL AGREEMENT;

7 (d) REMOVE OR EXCLUDE A TENANT FROM A DWELLING OR  
8 INITIATE A COURT PROCESS FOR THE REMOVAL OR EXCLUSION OF A  
9 TENANT FROM A DWELLING BECAUSE THE TENANT FAILS TO PAY ONE OR  
10 MORE LATE FEES TO THE LANDLORD;

11 (e) TERMINATE A TENANCY OR OTHER ESTATE AT WILL OR A LEASE  
12 IN A MOBILE HOME PARK BECAUSE A TENANT OR HOME OWNER FAILS TO  
13 PAY ONE OR MORE LATE FEES TO THE LANDLORD;

14 (f) IMPOSE A LATE FEE ON A TENANT OR HOME OWNER FOR THE  
15 LATE PAYMENT OR NONPAYMENT OF ANY PORTION OF THE RENT THAT A  
16 RENT SUBSIDY PROVIDER, RATHER THAN THE TENANT OR HOME OWNER, IS  
17 RESPONSIBLE FOR PAYING;

18 (g) IMPOSE A LATE FEE MORE THAN ONCE FOR EACH LATE  
19 PAYMENT, EXCEPT THAT A LANDLORD MAY IMPOSE A LATE FEE MORE THAN  
20 ONCE FOR A LATE PAYMENT IF THE TOTAL AMOUNT OF SUCH LATE FEES  
21 DOES NOT EXCEED THE AMOUNT DESCRIBED IN SUBSECTION (1)(b) OF THIS  
22 SECTION;

23 (h) REQUIRE A TENANT OR HOME OWNER TO PAY ANY AMOUNT OF  
24 INTEREST ON A LATE FEE;

25 (i) RECOUP ANY AMOUNT OF A LATE FEE FROM A RENT PAYMENT  
26 MADE TO THE LANDLORD BY A TENANT OR HOME OWNER; OR

27 (j) CHARGE A TENANT OR HOME OWNER A LATE FEE UNLESS THE

1 LANDLORD PROVIDED THE TENANT OR HOME OWNER WRITTEN NOTICE OF  
2 THE LATE FEE WITHIN ONE HUNDRED EIGHTY DAYS AFTER THE DATE UPON  
3 WHICH THE RENT PAYMENT WAS DUE.

4 (2) A PROVISION OF A LEASE OF A LANDLORD OR PERSON ACTING  
5 ON BEHALF OF A LANDLORD THAT DOES NOT COMPLY WITH THE  
6 PROVISIONS OF SUBSECTION (1) OF THIS SECTION IS VOID AND  
7 UNENFORCEABLE. A TENANT WHO IS AGGRIEVED BY AN ACTION TAKEN BY  
8 A LANDLORD OR PERSON ACTING ON BEHALF OF THE LANDLORD IN  
9 VIOLATION OF SUBSECTION (1) OF THIS SECTION MAY BRING AN ACTION  
10 FOR INJUNCTIVE RELIEF PURSUANT TO SUBSECTION (5) OF THIS SECTION.

11 (3) A LANDLORD WHO VIOLATES SUBSECTION (1) OF THIS SECTION  
12 SHALL PAY TO AN AGGRIEVED TENANT OR HOME OWNER A PENALTY IN THE  
13 AMOUNT OF FIFTY DOLLARS FOR EACH VIOLATION.

14 (4) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF THIS SECTION,  
15 AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION TO THE  
16 CONTRARY, A LANDLORD WHO VIOLATES SUBSECTION (1) OF THIS SECTION  
17 HAS SEVEN DAYS TO CURE THE VIOLATION, WHICH SEVEN DAYS BEGINS  
18 WHEN THE LANDLORD RECEIVES WRITTEN OR ELECTRONIC NOTICE OF THE  
19 VIOLATION.

20 (5) IF A LANDLORD VIOLATES SUBSECTION (1) OF THIS SECTION  
21 AND FAILS TO TIMELY CURE THE VIOLATION AS DESCRIBED IN SUBSECTION  
22 (4) OF THIS SECTION, A TENANT OR HOME OWNER MAY BRING A CIVIL  
23 ACTION TO SEEK ONE OR MORE OF THE FOLLOWING REMEDIES:

- 24 (a) COMPENSATORY DAMAGES FOR INJURY OR LOSS SUFFERED;
- 25 (b) A PENALTY OF AT LEAST ONE HUNDRED FIFTY DOLLARS BUT  
26 NOT MORE THAN ONE THOUSAND DOLLARS FOR EACH VIOLATION, PAYABLE  
27 TO THE TENANT OR HOME OWNER;

1 (c) COSTS, INCLUDING REASONABLE ATTORNEY FEES TO THE  
2 PREVAILING PARTY; AND

3 (d) OTHER EQUITABLE RELIEF THE COURT FINDS APPROPRIATE.

4 (6) A TENANT OR HOME OWNER MAY RAISE AN ALLEGED  
5 VIOLATION OF THIS SECTION AS AN AFFIRMATIVE DEFENSE IN A FORCIBLE  
6 ENTRY AND DETAINER PROCEEDING.

7 [REDACTED]

8 (7) A LATE FEE IS DISTINCT FROM RENT, AND A RENTAL  
9 AGREEMENT MAY NOT CLASSIFY A LATE FEE AS RENT FOR THE PURPOSES  
10 OF SECTION 13-40-104 (1)(d).

11 [REDACTED]

12 **SECTION 9.** In Colorado Revised Statutes, 38-12-201.5, **amend**  
13 the introductory portion, (1)(d), and (1)(e); and **add** (1)(f) and (2.5) as  
14 follows:

15 **38-12-201.5. Definitions.** As used in this part 2 and in part 11 of  
16 this ~~title 38~~ ARTICLE 12, unless the context otherwise requires:

17 (1) "Entry fee" means any fee paid to or received from an owner  
18 of a mobile home park or an agent thereof except for:

19 (d) Utilities; ~~and~~

20 (e) Incidental reasonable charges for services actually performed  
21 by the mobile home park owner or the ~~home~~ MOBILE HOME PARK owner's  
22 agent and agreed to in writing by the home owner; AND

23 (f) LATE FEES.

24 (2.5) "LATE FEE" HAS THE MEANING SET FORTH IN SECTION  
25 38-12-102 (3).

26 **SECTION 10.** In Colorado Revised Statutes, 38-12-213, **amend**  
27 (1) introductory portion, (1)(c), (1)(e), and (1)(f) as follows:

1           **38-12-213. Rental agreement - disclosure of terms in writing.**

2           (1) The MANAGEMENT SHALL ADEQUATELY DISCLOSE THE terms and  
3           conditions of a tenancy ~~must be adequately disclosed~~ in writing in a rental  
4           agreement ~~by the management~~ to any prospective home owner ~~prior to~~  
5           BEFORE the rental or occupancy of a mobile home space or lot. ~~Said~~ THE  
6           disclosures ~~shall~~ MUST include:

7                   (c) The day when unpaid rent ~~shall be~~ IS considered in default FOR  
8                   THE PURPOSE OF ESTABLISHING A LATE FEE, WHICH DAY MAY NOT BE LESS  
9                   THAN TEN CALENDAR DAYS AFTER THE DAY RENT IS DUE AND PAYABLE;

10                   (e) The name and mailing address where a manager's decision can  
11                   be appealed; AND

12                   (f) All charges to the home owner other than rent, INCLUDING  
13                   LATE FEES.

14           **SECTION 11.** In Colorado Revised Statutes, **amend** 38-12-220  
15           as follows:

16                   **38-12-220. Private civil right of action.** ~~Any~~ A home owner ~~who~~  
17                   ~~owns a home~~ in a ~~mobile home~~ park where the landlord has violated any  
18                   provision of this ~~article shall have~~ ARTICLE 12 HAS a private civil right of  
19                   action against the landlord. In any such action, EXCEPT AS DESCRIBED IN  
20                   SECTION 38-12-105 (4), the home owner ~~shall be~~ IS entitled to actual  
21                   economic damages and reasonable attorney fees and costs if the home  
22                   owner is successful in the action.

23           **SECTION 12.** In Colorado Revised Statutes, 38-12-507, **amend**  
24           (1)(c) and (1)(d); and **add** (1)(d.5) as follows:

25                   **38-12-507. Breach of warranty of habitability - tenant's**  
26                   **remedies.** (1) If there is a breach of the warranty of habitability as set  
27                   forth in section 38-12-503 (2):

1 (c) (I) In an action for possession OR COLLECTION based upon  
2 nonpayment of rent, in which the tenant asserts a defense to possession  
3 based upon the landlord's alleged breach of the warranty of habitability,  
4 upon the filing of the tenant's answer the court shall order the tenant to  
5 pay into the registry of the court all or part of the rent accrued after due  
6 consideration of expenses already incurred by the tenant based upon the  
7 landlord's breach of the warranty of habitability. THE TENANT MAY  
8 ASSERT, AS AN AFFIRMATIVE DEFENSE, AN ALLEGED BREACH OF THE  
9 WARRANTY OF HABITABILITY, PROVIDED THAT THE LANDLORD OR ANY  
10 AGENT ACTING ON BEHALF OF THE LANDLORD HAS PREVIOUSLY RECEIVED  
11 WRITTEN OR ELECTRONIC NOTICE OF AN ALLEGED BREACH OF THE  
12 WARRANTY OF HABITABILITY. IF A COUNTY OR DISTRICT COURT IS  
13 SATISFIED THAT THE DEFENDANT IS UNABLE TO DEPOSIT THE AMOUNT OF  
14 RENT SPECIFIED BECAUSE THE DEFENDANT IS FOUND TO BE INDIGENT  
15 PURSUANT TO SUBSECTION (1)(c)(II) OF THIS SECTION, THE DEFENDANT  
16 SHALL NOT BE REQUIRED TO DEPOSIT ANY AMOUNTS TO RAISE WARRANTY  
17 OF HABITABILITY CLAIMS AS AN AFFIRMATIVE DEFENSE AND THE CLAIM  
18 WILL BE PERFECTED.

19 (II) A DEFENDANT IS INDIGENT FOR THE PURPOSES OF THIS SECTION  
20 IF THE DEFENDANT HAS A NET INCOME THAT IS:

21 (A) FIVE TIMES OR LESS THE ANNUAL RENTAL OF THE DEFENDANT'S  
22 PREMISES, AFTER ALLOWING ALL EXEMPTIONS AVAILABLE TO FAMILIES  
23 OCCUPYING DWELLINGS IN LOW-RENT HOUSING AUTHORIZED UNDER THE  
24 ACT OF THE CONGRESS OF THE UNITED STATES KNOWN AS THE "UNITED  
25 STATES HOUSING ACT OF 1937", AS AMENDED. FOR THE PURPOSE OF  
26 MAKING AN INDIGENT DETERMINATION IN COMPUTING THE ANNUAL  
27 RENTAL, THERE MUST BE INCLUDED IN THE CALCULATION THE AVERAGE

1 ANNUAL COST TO THE DEFENDANT, AS DETERMINED BY THE COURT, OF  
2 HEAT, WATER, ELECTRICITY, GAS, AND OTHER NECESSARY SERVICES OR  
3 FACILITIES, WHETHER OR NOT THE CHARGE FOR SUCH SERVICES AND  
4 FACILITIES IS IN FACT INCLUDED IN THE RENTAL; OR

5 (B) LESS THAN TWO HUNDRED FIFTY PERCENT OF THE FEDERAL  
6 POVERTY LINE; EXCEPT THAT, FOR PURPOSES OF CALCULATION, A  
7 DEFENDANT'S ASSETS MUST NOT BE TAKEN INTO ACCOUNT.

8 (d) Whether asserted as a claim, ~~or~~ counterclaim, OR AN  
9 AFFIRMATIVE DEFENSE, a tenant may recover damages directly arising  
10 from a breach of the warranty of habitability, which may include, but are  
11 not limited to, any reduction in the fair rental value of the dwelling unit,  
12 in any court of competent jurisdiction.

13 (d.5) THE COURT SHALL DETERMINE THE REDUCTION OF THE  
14 PREMISE'S RENTAL VALUE IN ITS UNINHABITABLE STATE TO THE DATE OF  
15 TRIAL AND SHALL DENY POSSESSION TO THE LANDLORD AND DEEM THE  
16 TENANT TO BE THE PREVAILING PARTY, CONDITIONED UPON THE PAYMENT  
17 OF THE RENT THAT HAS ACCRUED TO THE DATE OF THE TRIAL, AS  
18 ADJUSTED PURSUANT TO THE REDUCTION IN THE RENTAL VALUE CAUSED  
19 BY THE BREACH OF THE WARRANTY OF HABITABILITY. THE TENANT SHALL  
20 MAKE THIS PAYMENT TO EITHER THE COURT OR THE LANDLORD WITHIN  
21 FOURTEEN DAYS FROM THE DATE OF THE COURT'S JUDGMENT. THE COURT  
22 MAY ORDER THE LANDLORD TO MAKE REPAIRS AND CORRECT THE  
23 CONDITIONS THAT CONSTITUTE A BREACH OF THE LANDLORD'S  
24 OBLIGATIONS, SHALL ORDER THAT THE MONTHLY RENT BE LIMITED TO THE  
25 PREMISE'S REASONABLE RENTAL VALUE, AS DETERMINED PURSUANT TO  
26 THIS SECTION, UNTIL REPAIRS ARE COMPLETED, AND SHALL AWARD THE  
27 TENANT COSTS AND ATTORNEY FEES IF PROVIDED BY AND PURSUANT TO



1 ANY STATUTE OR THE CONTRACT OF THE PARTIES. IF THE COURT ORDERS  
2 REPAIRS OR CORRECTIONS, OR BOTH, PURSUANT TO THIS SECTION, THE  
3 COURT'S JURISDICTION CONTINUES OVER THE MATTER FOR THE PURPOSE  
4 OF ENSURING COMPLIANCE. THE COURT SHALL AWARD POSSESSION OF THE  
5 PREMISES TO THE LANDLORD IF THE TENANT FAILS TO PAY ALL REDUCED  
6 RENT OBLIGATIONS ACCRUED TO THE DATE OF TRIAL WITHIN THE PERIOD  
7 PRESCRIBED BY THE COURT PURSUANT TO THIS SUBSECTION (1)(d.5).

8 **SECTION 13.** In Colorado Revised Statutes, **amend** 38-12-510  
9 as follows:

10 **38-12-510. Unlawful removal or exclusion.** (1) It shall be IS  
11 unlawful for a landlord to remove or exclude a tenant from a dwelling  
12 unit without resorting to court process, unless the removal or exclusion  
13 is consistent with ~~the provisions of~~ article 18.5 of title 25 C.R.S., and the  
14 rules promulgated by the state board of health for the cleanup of an illegal  
15 drug laboratory; ~~or~~ is with the mutual consent of the landlord and tenant;  
16 or unless the dwelling unit has been abandoned by the tenant, as  
17 evidenced by the return of keys, the substantial removal of the tenant's  
18 personal property, notice by the tenant, or the extended absence of the  
19 tenant while rent remains unpaid, any of which would cause a reasonable  
20 person to believe the tenant had permanently surrendered possession of  
21 the dwelling unit. ~~Such~~ Unlawful removal or exclusion includes the  
22 willful termination of utilities or the willful removal of doors, windows,  
23 or locks to the premises other than as required for repair or maintenance.  
24 If the landlord willfully and unlawfully removes the tenant from the  
25 premises or willfully and unlawfully causes the termination of heat,  
26 running water, hot water, electric, gas, or other essential services, the  
27 tenant may seek any remedy available under the law, including this part

1 5.

2 (2) A TENANT AFFECTED BY ANY VIOLATION OF THIS SECTION MAY  
3 BRING A CIVIL ACTION TO RESTRAIN FURTHER VIOLATIONS AND TO  
4 RECOVER DAMAGES, COSTS, AND REASONABLE ATTORNEY FEES. IN THE  
5 CASE OF A VIOLATION, THE TENANT MUST BE AWARDED STATUTORY  
6 DAMAGES EQUAL TO THE TENANT'S ACTUAL DAMAGES AND THE HIGHER  
7 AMOUNT OF EITHER THREE TIMES THE MONTHLY RENT OR FIVE THOUSAND  
8 DOLLARS, AS WELL AS ANY OTHER DAMAGES, ATTORNEY FEES, AND COSTS  
9 THAT MAY BE OWED.

10 (3) A COURT MAY ALSO ORDER THAT POSSESSION BE RESTORED TO  
11 A TENANT WHO WAS AFFECTED BY A VIOLATION OF THIS SECTION.

12

13 **SECTION 14.** In Colorado Revised Statutes, 38-12-801, **add** (3)  
14 as follows:

15 **38-12-801. Written rental agreement - prohibited clauses -**  
16 **copy - tenant.** (3) A WRITTEN RENTAL AGREEMENT MUST NOT INCLUDE:

17 (a) **AN UNREASONABLE** LIQUIDATED DAMAGES CLAUSE THAT  
18 ASSIGNS A COST TO A PARTY STEMMING FROM AN EVICTION NOTICE OR AN  
19 EVICTION ACTION FROM A VIOLATION OF THE RENTAL AGREEMENT; OR

20 (b) A ONE-WAY, FEE-SHIFTING CLAUSE THAT AWARDS ATTORNEY  
21 FEES AND COURT COSTS ONLY TO ONE PARTY. ANY FEE-SHIFTING CLAUSE  
22 CONTAINED IN A RENTAL AGREEMENT MUST AWARD ATTORNEY FEES TO  
23 THE PREVAILING PARTY IN A COURT DISPUTE CONCERNING THE RENTAL  
24 AGREEMENT, RESIDENTIAL PREMISES, OR DWELLING UNIT.

25 (c) ANY CLAUSE IN VIOLATION OF SUBSECTION (3)(a) OR (3)(b) OF  
26 THIS SECTION IS NULL AND VOID AND UNENFORCEABLE.

27 **SECTION 15.** In Colorado Revised Statutes, 24-34-501, **amend**

1 (2) as follows:

2 **24-34-501. Definitions.** As used in this part 5, unless the context  
3 otherwise requires:

4 (2) "Housing" means any building, structure, vacant land, or part  
5 thereof offered for sale, lease, rent, or transfer of ownership. ~~except that~~  
6 ~~"housing" does not include any room offered for rent or lease in a~~  
7 ~~single-family dwelling maintained and occupied in part by the owner or~~  
8 ~~lessee of said dwelling as his household.~~

9 **SECTION 16. Appropriation.** For the 2021-22 state fiscal year,  
10 \$15,756 is appropriated to the judicial department. This appropriation is  
11 from the general fund and is based on an assumption that the department  
12 will require an additional 0.2 FTE. To implement this act, the department  
13 may use this appropriation for trial court programs.

14 **SECTION 17. Act subject to petition - effective date.** This act  
15 takes effect October 1, 2021; except that, if a referendum petition is filed  
16 pursuant to section 1 (3) of article V of the state constitution against this  
17 act or an item, section, or part of this act within the ninety-day period  
18 after final adjournment of the general assembly, then the act, item,  
19 section, or part will not take effect unless approved by the people at the  
20 general election to be held in November 2022 and, in such case, will take  
21 effect on the date of the official declaration of the vote thereon by the  
22 governor. \_\_\_\_\_