

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

INTRODUCED

LLS NO. 23-0478.01 Richard Sweetman x4333

HOUSE BILL 23-1171

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A BILL FOR AN ACT

101 **CONCERNING REQUIRING JUST CAUSE FOR THE EVICTION OF A TENANT**
102 **FROM A RESIDENTIAL PREMISES.**

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 prohibits a landlord from evicting a residential tenant unless the landlord has just cause for eviction. Just cause exists when:

- The tenant continues to fail to pay rent after the landlord provides the tenant timely written notice of such nonpayment;
- The tenant commits a substantial violation and does not

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

cure it within 10 days after the landlord provides the tenant written notice of the substantial violation;

- Conditions exist for a no-fault eviction;
- The tenant refuses to allow the landlord to enter the residential premises after the landlord has provided written notice of such entry at least 48 hours before attempting such entry, unless the rental agreement specifies a longer period of advanced written notice; or
- The tenant refuses to sign a new rental agreement with terms that are substantially identical to the tenant's current rental agreement, so long as the landlord proffers the new rental agreement at least 30 days before the expiration of the current rental agreement.

The following conditions constitute grounds for a no-fault eviction of a tenant, with certain limitations:

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises; or
- Occupancy of the residential premises assumed by the landlord or a family member of the landlord.

A landlord that proceeds with a no-fault eviction of a tenant must provide relocation assistance to the tenant in the amount of 2 months' rent plus the amount of one additional month of rent if any of the following individuals reside in the residential premises at the time the landlord proceeds with the no-fault eviction:

- An individual who is less than 18 years of age or at least 60 years of age;
- A low-income individual; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant of a residential premises in violation of the new provisions, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant.

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

2 **SECTION 1. Legislative declaration.** The general assembly
3 finds and declares that this act is reasonable and necessary for the
4 important public purpose of preventing arbitrary displacement of
5 individuals, protecting safety, and promoting public health.

6 **SECTION 2.** In Colorado Revised Statutes, **add** part 13 to article
7 12 of title 38 as follows:

1 PART 13

2 JUST CAUSE EVICTION POLICY

3 **38-12-1301. Definitions.** AS USED IN THIS PART 13, UNLESS THE
4 CONTEXT OTHERWISE REQUIRES:

5 (1) "AREA MEDIAN INCOME" HAS THE MEANING SET FORTH IN
6 SECTION 24-32-721 (2)(f).

7 (2) "JUST CAUSE" MEANS A CIRCUMSTANCE DESCRIBED IN SECTION
8 38-12-1303 (2).

9 (3) "LANDLORD" MEANS A LANDLORD, AS DEFINED IN SECTION
10 38-12-502 (5), OR THE MANAGEMENT OR LANDLORD OF A MOBILE HOME
11 PARK, AS DEFINED IN SECTION 38-12-201.5 (3).

12 (4) "LOW-INCOME INDIVIDUAL" MEANS AN INDIVIDUAL WHOSE
13 TOTAL INCOME IS NO GREATER THAN EIGHTY PERCENT OF THE AREA
14 MEDIAN INCOME.

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

18 (6) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION PAID TO
19 A LANDLORD FOR THE RIGHT TO USE, POSSESS, AND OCCUPY A PREMISES.

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

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

24 (9) (a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER
25 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE
26 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN
27 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES

1 FOR AT LEAST SIXTY DAYS:

2 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY
3 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH
4 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A
5 GOVERNMENTAL AGENCY; OR

6 (II) THE ABATEMENT OF HAZARDOUS MATERIALS, INCLUDING
7 LEAD-BASED PAINT, MOLD, OR ASBESTOS, IN ACCORDANCE WITH
8 APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

9 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE
10 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND
11 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH
12 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL
13 PREMISES.

14 (10) "SUBSTANTIAL VIOLATION" HAS THE MEANING SET FORTH IN
15 SECTION 13-40-107.5 (3).

16 (11) "TENANT" HAS THE MEANING SET FORTH IN SECTION
17 38-12-502 (9).

18 **38-12-1302. Applicability.** THIS PART 13 APPLIES TO ALL
19 RESIDENTIAL PREMISES IN THE STATE.

20 **38-12-1303. Just cause for eviction required - no-fault**
21 **evictions.** (1) NOTWITHSTANDING ANY PROVISION OF ARTICLE 40 OF
22 TITLE 13, A LANDLORD SHALL NOT PROCEED WITH AN EVICTION OF A
23 TENANT UNDER ANY PROVISION OF ARTICLE 40 OF TITLE 13 UNLESS THE
24 LANDLORD HAS JUST CAUSE FOR EVICTION.

25 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, "JUST
26 CAUSE" EXISTS WHEN:

27 (a) THE TENANT CONTINUES TO FAIL TO PAY RENT AFTER THE

1 LANDLORD PROVIDES THE TENANT TIMELY WRITTEN NOTICE OF SUCH
2 NONPAYMENT AS REQUIRED BY SECTION 13-40-104;

3 (b) THE TENANT COMMITS A SUBSTANTIAL VIOLATION AND DOES
4 NOT CURE IT WITHIN TEN DAYS AFTER THE LANDLORD PROVIDES THE
5 TENANT WRITTEN NOTICE OF THE SUBSTANTIAL VIOLATION;

6 (c) CONDITIONS EXIST FOR A NO-FAULT EVICTION, AS DESCRIBED
7 IN SUBSECTION (3) OF THIS SECTION;

8 (d) THE TENANT CONTINUES TO REFUSE TO ALLOW THE LANDLORD
9 TO ENTER THE RESIDENTIAL PREMISES AFTER THE LANDLORD HAS
10 PROVIDED THE TENANT WRITTEN NOTICE OF SUCH ENTRY IN ENGLISH AND
11 SPANISH AT LEAST FORTY-EIGHT HOURS BEFORE ATTEMPTING SUCH
12 ENTRY, UNLESS THE RENTAL AGREEMENT SPECIFIES A LONGER PERIOD OF
13 ADVANCED WRITTEN NOTICE; OR

14 (e) THE TENANT REFUSES TO SIGN A NEW RENTAL AGREEMENT
15 WITH TERMS THAT ARE SUBSTANTIALLY IDENTICAL TO THE TENANT'S
16 CURRENT RENTAL AGREEMENT, INCLUDING TERMS ESTABLISHING RENT IN
17 THE SAME AMOUNT OR IN A REASONABLY INCREASED AMOUNT, SO LONG
18 AS THE LANDLORD PROFFERS THE NEW RENTAL AGREEMENT AT LEAST
19 THIRTY DAYS BEFORE THE EXPIRATION OF THE CURRENT RENTAL
20 AGREEMENT.

21 (3) THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A
22 NO-FAULT EVICTION OF A TENANT:

23 (a) **Demolition or conversion of residential premises.** WHEN A
24 LANDLORD PLANS TO DEMOLISH A RESIDENTIAL PREMISES OR CONVERT IT
25 TO A NONRESIDENTIAL USE, THE LANDLORD MAY PROCEED WITH A
26 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
27 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS THE

1 LANDLORD:

2 (I) ALLOWS THE TENANT AT LEAST ONE HUNDRED TWENTY DAYS
3 TO VACATE THE RESIDENTIAL PREMISES; AND

4 (II) PROVIDES THE TENANT WRITTEN NOTICE OF THE NO-FAULT
5 EVICTION IN ENGLISH AND SPANISH THAT INCLUDES:

6 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
7 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST ONE HUNDRED
8 TWENTY DAYS AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES
9 THE WRITTEN NOTICE TO THE TENANT; AND

10 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR
11 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL
12 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL
13 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT.

14 (b) **Substantial repairs or renovations.** (I) EXCEPT AS
15 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD
16 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A
17 RESIDENTIAL PREMISES, THE LANDLORD MAY PROCEED WITH A NO-FAULT
18 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES SO LONG AS THE
19 LANDLORD:

20 (A) ALLOWS THE TENANT AT LEAST ONE HUNDRED TWENTY DAYS
21 TO VACATE THE RESIDENTIAL PREMISES;

22 (B) PROVIDES THE TENANT WRITTEN NOTICE OF THE NO-FAULT
23 EVICTION IN ENGLISH AND SPANISH THAT INCLUDES THE DATE BY WHICH
24 THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, WHICH DATE
25 MUST BE AT LEAST ONE HUNDRED TWENTY DAYS AFTER THE DATE UPON
26 WHICH THE LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

27 (C) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE

1 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S
2 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES;

3 (D) DOES NOT REQUIRE THE TENANT TO VACATE THE RESIDENTIAL
4 PREMISES FOR LONGER THAN THREE MONTHS; AND

5 (E) OFFERS THE TENANT THE FIRST RIGHT TO RETURN TO THE
6 RESIDENTIAL PREMISES UPON THE COMPLETION OF THE SUBSTANTIAL
7 REPAIRS OR RENOVATIONS PURSUANT TO A RENTAL AGREEMENT OF
8 SUBSTANTIALLY THE SAME TERMS, INCLUDING TERMS ESTABLISHING RENT
9 IN THE SAME AMOUNT OR IN A REASONABLY INCREASED AMOUNT; EXCEPT
10 THAT A LANDLORD MAY ALSO INCREASE RENT BY AN AMOUNT THAT
11 REASONABLY REFLECTS IMPROVEMENTS MADE TO THE RESIDENTIAL
12 PREMISES.

13 (II) A LANDLORD SHALL NOT PROCEED WITH A NO-FAULT EVICTION
14 OF A TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF
15 THE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED
16 BASIS OF THE NO-FAULT EVICTION ARE INITIATED BY THE LANDLORD IN
17 RETALIATION AGAINST THE TENANT, AS DESCRIBED IN SECTION 38-12-509
18 (1).

19 (c) **Landlord or family member of landlord assumes**
20 **occupancy.** WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF A
21 RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY
22 AS A PRINCIPAL RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A
23 PRINCIPAL RESIDENCE BY THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,
24 CHILD, PARENT, OR GRANDPARENT, THE LANDLORD MAY PROCEED WITH A
25 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
26 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS:

27 (I) THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC

1 PARTNER, CHILD, PARENT, OR GRANDPARENT MOVES INTO THE
2 RESIDENTIAL PREMISES WITHIN THREE MONTHS AFTER THE TENANT
3 VACATES THE RESIDENTIAL PREMISES; AND

4 (II) THE LANDLORD PROVIDES THE TENANT WRITTEN NOTICE OF
5 THE NO-FAULT EVICTION IN ENGLISH AND SPANISH AS FOLLOWS:

6 (A) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES
7 FOR LESS THAN ONE YEAR, THE LANDLORD SHALL PROVIDE THE WRITTEN
8 NOTICE AT LEAST SIXTY DAYS BEFORE THE DATE BY WHICH THE TENANT
9 MUST VACATE THE RESIDENTIAL PREMISES;

10 (B) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES
11 FOR AT LEAST ONE YEAR AND LESS THAN TWO YEARS, THE LANDLORD
12 SHALL PROVIDE THE WRITTEN NOTICE AT LEAST NINETY DAYS BEFORE THE
13 DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES;

14 AND

15 (C) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES
16 FOR AT LEAST TWO YEARS, THE LANDLORD SHALL PROVIDE THE WRITTEN
17 NOTICE AT LEAST ONE HUNDRED TWENTY DAYS BEFORE THE DATE BY
18 WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES.

19 **38-12-1304. Relocation assistance for tenants - duties of**
20 **landlords.** (1) A LANDLORD THAT PROCEEDS WITH A NO-FAULT EVICTION
21 OF A TENANT PURSUANT TO SECTION 38-12-1303 (3) SHALL PROVIDE
22 RELOCATION ASSISTANCE TO THE TENANT IN THE AMOUNT OF TWO
23 MONTHS' RENT PLUS THE AMOUNT OF ONE ADDITIONAL MONTH OF RENT IF
24 ANY OF THE FOLLOWING INDIVIDUALS RESIDE IN THE RESIDENTIAL
25 PREMISES AT THE TIME THE LANDLORD PROVIDES THE NOTICE OF THE
26 NO-FAULT EVICTION:

27 (a) AN INDIVIDUAL WHO IS LESS THAN EIGHTEEN YEARS OF AGE OR

1 AT LEAST SIXTY YEARS OF AGE;

2 (b) A LOW-INCOME INDIVIDUAL; OR

3 (c) AN INDIVIDUAL WITH A DISABILITY, AS DEFINED IN THE
4 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.
5 12102 (1), AS AMENDED.

6 (2) A LANDLORD SHALL PAY THE AMOUNT DESCRIBED IN
7 SUBSECTION (1) OF THIS SECTION TO A TENANT IN A LUMP SUM TO BE
8 DIVIDED EQUALLY AMONG THE TENANTS LISTED ON THE RENTAL
9 AGREEMENT.

10 **38-12-1305. Violations - remedies.** IF A LANDLORD PROCEEDS
11 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION
12 OF THIS PART 13, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION
13 38-12-510.

14 **38-12-1306. No waiver of requirements by agreement.** A
15 PROVISION OF A RENTAL AGREEMENT OR OTHER DOCUMENT THAT
16 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OF ANY PROVISION OF
17 THIS PART 13 IS VOID AND UNENFORCEABLE.

18 **SECTION 3.** In Colorado Revised Statutes, **repeal** 13-40-107 as
19 follows:

20 **13-40-107. Notice to quit.** ~~(1) A tenancy may be terminated by~~
21 ~~notice in writing, served not less than the respective period fixed before~~
22 ~~the end of the applicable tenancy, as follows:~~

23 ~~(a) A tenancy for one year or longer, ninety-one days;~~

24 ~~(b) A tenancy of six months or longer but less than a year,~~
25 ~~twenty-eight days;~~

26 ~~(c) A tenancy of one month or longer but less than six months,~~
27 ~~twenty-one days;~~

1 (d) ~~A tenancy of one week or longer but less than one month, or~~
2 ~~a tenancy at will, three days;~~

3 (e) ~~A tenancy for less than one week, one day.~~

4 (2) ~~Such notice shall describe the property and the particular time~~
5 ~~when the tenancy will terminate and shall be signed by the landlord or~~
6 ~~tenant, the party giving such notice or his agent or attorney.~~

7 (3) ~~Any person in possession of real property with the assent of~~
8 ~~the owner is presumed to be a tenant at will until the contrary is shown.~~

9 (4) ~~No notice to quit shall be necessary from or to a tenant whose~~
10 ~~term is, by agreement, to end at a time certain.~~

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

15 **SECTION 4.** In Colorado Revised Statutes, 38-12-202, **amend**
16 (1)(a) introductory portion as follows:

17 **38-12-202. Tenancy - notice to quit.** (1) (a) No tenancy or other
18 lease or rental occupancy of space in a mobile home park ~~shall~~ MAY
19 commence without a written lease or rental agreement, and no tenancy in
20 a mobile home park shall be terminated until a notice to quit or notice of
21 nonpayment of rent has been served. A notice to quit ~~shall~~ MUST be in
22 writing ~~and in the form specified in section 13-40-107 (2)~~ AND INCLUDE
23 A DESCRIPTION OF THE PROPERTY. The property description ~~required in~~
24 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

25 **SECTION 5.** In Colorado Revised Statutes, 38-12-701, **amend**
26 (2)(b) as follows:

27 **38-12-701. Notice of rent increase.** (2) (b) A landlord may not

1 terminate a residential tenancy in which there is no written agreement by
2 serving a tenant with a notice to quit pursuant to section 13-40-107 with
3 the primary purpose of increasing a tenant's rent in a manner inconsistent
4 with this section.

5 **SECTION 6.** In Colorado Revised Statutes, 38-33-112, **amend**
6 (3) as follows:

7 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE
8 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the
9 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~
10 except that, no residential tenancy ~~shall~~ MAY be terminated prior to the
11 expiration date of the existing lease agreement, if any, unless consented
12 to by both the tenant and the developer. If the term of the lease has less
13 than ninety days remaining when notification is mailed or delivered, as
14 the case may be, or if there is no written lease agreement, residential
15 tenancy may not be terminated by the developer less than ninety days
16 after the date the notice is mailed or delivered, as the case may be, to the
17 tenant, unless consented to by both the tenant and the developer. The
18 return receipt ~~shall be~~ IS prima facie evidence of receipt of notice. If the
19 term of the lease has less than ninety days remaining when notification is
20 mailed or delivered, as the case may be, the tenant may hold over for the
21 remainder of said ninety-day period under the same terms and conditions
22 of the lease agreement if the tenant makes timely rental payments and
23 performs other conditions of the lease agreement.

24 **SECTION 7. Severability.** If any provision of this act or the
25 application of this act to any person or circumstance is held invalid, such
26 invalidity does not affect other provisions or applications of the act that
27 can be given effect without the invalid provision or application, and to

1 this end the provisions of this act are declared to be severable.

2 **SECTION 8. Act subject to petition - effective date -**
3 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
4 the expiration of the ninety-day period after final adjournment of the
5 general assembly; except that, if a referendum petition is filed pursuant
6 to section 1 (3) of article V of the state constitution against this act or an
7 item, section, or part of this act within such period, then the act, item,
8 section, or part will not take effect unless approved by the people at the
9 general election to be held in November 2024 and, in such case, will take
10 effect on the date of the official declaration of the vote thereon by the
11 governor.

12 (2) This act applies to eviction proceedings commenced on or
13 after the applicable effective date of this act.