

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

**PREAMENDED**

*This Unofficial Version Includes Committee  
Amendments Not Yet Adopted on Second Reading*

LLS NO. 23-0478.01 Richard Sweetman x4333

**HOUSE BILL 23-1171**

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**HOUSE SPONSORSHIP**

**Mabrey and Gonzales-Gutierrez**, Bacon, Boesenecker, deGruy Kennedy, Dickson, Duran, Epps, Garcia, Jodeh, Lieder, Lindsay, Lindstedt, Ortiz, Velasco, Vigil, Willford, Woodrow

**SENATE SPONSORSHIP**

**Gonzales**,

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**House Committees**

Transportation, Housing & Local Government

**Senate Committees**

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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.**

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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 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.

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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 purposes of preventing arbitrary displacement of  
5 individuals, protecting safety, and promoting public health and should be  
6 construed broadly to achieve these purposes.

7           **SECTION 2.** In Colorado Revised Statutes, add part 13 to article

1 12 of title 38 as follows:

2

PART 13

3

JUST CAUSE EVICTION POLICY

4

**38-12-1301. Definitions.** AS USED IN THIS PART 13, UNLESS THE

5

CONTEXT OTHERWISE REQUIRES:

6

(1) "AREA MEDIAN INCOME" HAS THE MEANING SET FORTH IN

7

SECTION 24-32-721 (2)(f).

8

(2) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION

9

38-12-502 (3).

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(3) "JUST CAUSE" MEANS A CIRCUMSTANCE DESCRIBED IN SECTION

11

38-12-1303 (2).

12

(4) "LANDLORD" MEANS A LANDLORD, AS DEFINED IN SECTION

13

38-12-502 (5), OR THE MANAGEMENT OR LANDLORD OF A MOBILE HOME

14

PARK, AS DEFINED IN SECTION 38-12-201.5 (3).

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(5) "LOW-INCOME INDIVIDUAL" MEANS AN INDIVIDUAL WHOSE

16

TOTAL INCOME IS NO GREATER THAN EIGHTY PERCENT OF THE AREA

17

MEDIAN INCOME.

18

(6) "NO-FAULT EVICTION" MEANS AN ACTION BROUGHT BY A

19

LANDLORD PURSUANT TO ARTICLE 40 OF TITLE 13 FOR THE EVICTION OF A

20

TENANT UNDER CONDITIONS DESCRIBED IN SECTION 38-12-1303 (3).

21

(7) "PROPER SERVICE" MEANS:

22

(a) PERSONAL DELIVERY OF A WRITTEN NOTICE, AS DESCRIBED IN

23

SECTION 38-12-1303 (3), TO EVERY TENANT AT LEAST EIGHTEEN YEARS OF

24

AGE WHO LAWFULLY OCCUPIES A RESIDENTIAL PREMISES; OR

25

(b) POSTING A WRITTEN NOTICE IN A LOCATION THAT IS

26

CONSPICUOUS TO A TENANT AND MAILING THE WRITTEN NOTICE TO THE

27

TENANT BY FIRST-CLASS MAIL AFTER FIRST ATTEMPTING PERSONAL

1 SERVICE OF THE WRITTEN NOTICE, WHICH ATTEMPT IS MADE BY A  
2 LANDLORD OR BY A LANDLORD'S PROCESS SERVER AT LEAST ONCE ON  
3 EACH OF TWO SEPARATE DAYS.

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

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

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

10 (11) "SHORT-TERM RENTAL PROPERTY" MEANS A BUILDING OR A  
11 PORTION OF A BUILDING THAT IS DESIGNED AS A PLACE OF RESIDENCE AND  
12 LEASED FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR  
13 REMUNERATION.

14 (12)(a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER  
15 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE  
16 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN  
17 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES  
18 FOR AT LEAST SIXTY DAYS:

19 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY  
20 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH  
21 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A  
22 GOVERNMENTAL AGENCY; OR

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

26 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE  
27 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND

1 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH  
2 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL  
3 PREMISES.

4 (13) "SUBSTANTIAL VIOLATION" HAS THE MEANING SET FORTH IN  
5 SECTION 13-40-107.5 (3).

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

8 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY  
9 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT, THIS PART 13 DOES  
10 NOT APPLY TO:

11 (a) A SHORT-TERM RENTAL PROPERTY; OR

12 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL  
13 PREMISES IF:

14 (I) THE OWNER LIVES IN AND MAINTAINS THE RESIDENTIAL  
15 PREMISES AS THE OWNER'S PRIMARY RESIDENCE; AND

16 (II) THE RESIDENTIAL PREMISES IS NOT A MULTIFAMILY PROPERTY.

17 **38-12-1303. Just cause for eviction required - no-fault**  
18 **evictions.** (1) NOTWITHSTANDING ANY PROVISION OF ARTICLE 40 OF  
19 TITLE 13, A LANDLORD SHALL NOT PROCEED WITH AN EVICTION OF A  
20 TENANT UNDER ANY PROVISION OF ARTICLE 40 OF TITLE 13 UNLESS THE  
21 LANDLORD HAS JUST CAUSE FOR EVICTION.

22 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, "JUST  
23 CAUSE" EXISTS ONLY WHEN THE CONDITIONS IN SECTION 13-40-104  
24 (1)(d), (1)(d.5), (1)(e), (1)(e.5), (1)(e.7), (1)(g), (1)(h), OR (1)(i) EXIST.

25 (3) EXCEPT AS DESCRIBED IN SUBSECTION (4) OF THIS SECTION, THE  
26 FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A NO-FAULT EVICTION  
27 OF A TENANT:

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

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

9           (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE  
10 OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH THAT INCLUDES:

11           (A) THE DATE BY WHICH THE TENANT MUST VACATE THE  
12 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST ONE HUNDRED  
13 TWENTY DAYS AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES  
14 THE WRITTEN NOTICE TO THE TENANT; AND

15           (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR  
16 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL  
17 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL  
18 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT.

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

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

27           (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE

1 OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH THAT INCLUDES THE  
2 DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES,  
3 WHICH DATE MUST BE AT LEAST ONE HUNDRED TWENTY DAYS AFTER THE  
4 DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN NOTICE TO THE  
5 TENANT;

6 (C) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE  
7 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S  
8 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES;

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

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

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

23 (A) REQUIRED IN ORDER FOR THE LANDLORD TO SATISFY THE  
24 REQUIREMENTS DESCRIBED IN SECTION 38-12-503 CONCERNING A BREACH  
25 OF THE WARRANTY OF HABITABILITY; OR

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

1           (c) **Landlord or family member of landlord assumes**  
2 **occupancy.** WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF A  
3 RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY  
4 AS A PRINCIPAL RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A  
5 PRINCIPAL RESIDENCE BY THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,  
6 CHILD, PARENT, OR GRANDPARENT, THE LANDLORD MAY PROCEED WITH A  
7 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE  
8 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS:

9           (I) THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC  
10 PARTNER, CHILD, PARENT, OR GRANDPARENT MOVES INTO THE  
11 RESIDENTIAL PREMISES WITHIN THREE MONTHS AFTER THE TENANT  
12 VACATES THE RESIDENTIAL PREMISES; AND

13           (II) THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A  
14 WRITTEN NOTICE OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH AS  
15 FOLLOWS:

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

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

25           (C) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES  
26 FOR AT LEAST TWO YEARS, THE LANDLORD SHALL PROVIDE THE WRITTEN  
27 NOTICE AT LEAST ONE HUNDRED TWENTY DAYS BEFORE THE DATE BY



1 WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES.

2 (4) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF  
3 A TENANT ONLY IF THE LANDLORD PROVIDES PROPER SERVICE OF THE  
4 WRITTEN NOTICE OF THE NO-FAULT EVICTION AND THE TENANT FAILS TO  
5 VACATE ON OR BEFORE THE DEADLINE STATED IN THE NOTICE.

6 (b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3)  
7 OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL BASIS FOR  
8 THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT, WHICH LEGAL BASIS  
9 MUST BE SET FORTH IN SUBSECTION (3)(a), (3)(b), OR (3)(c) OF THIS  
10 SECTION.

11 **38-12-1304. Relocation assistance for tenants - duties of**

12 **landlords.** (1) A LANDLORD THAT PROCEEDS WITH A NO-FAULT EVICTION  
13 OF A TENANT PURSUANT TO SECTION 38-12-1303 (3) SHALL PROVIDE  
14 RELOCATION ASSISTANCE TO THE TENANT IN THE AMOUNT OF TWO  
15 MONTHS' RENT PLUS THE AMOUNT OF ONE ADDITIONAL MONTH OF RENT IF  
16 ANY OF THE FOLLOWING INDIVIDUALS RESIDE IN THE RESIDENTIAL  
17 PREMISES AT THE TIME THE LANDLORD PROVIDES THE NOTICE OF THE  
18 NO-FAULT EVICTION:

19 (a) AN INDIVIDUAL WHO IS LESS THAN EIGHTEEN YEARS OF AGE OR  
20 AT LEAST SIXTY YEARS OF AGE;

21 (b) A LOW-INCOME INDIVIDUAL; OR

22 (c) AN INDIVIDUAL WITH A DISABILITY, AS DEFINED IN THE  
23 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.  
24 12102 (1), AS AMENDED.

25 (2) A LANDLORD SHALL PAY THE AMOUNT DESCRIBED IN  
26 SUBSECTION (1) OF THIS SECTION TO A TENANT IN A LUMP SUM TO BE  
27 DIVIDED EQUALLY AMONG THE TENANTS LISTED ON THE RENTAL

1 AGREEMENT.

2 **38-12-1305. Violations - remedies.** IF A LANDLORD PROCEEDS  
3 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION  
4 OF THIS PART 13, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION  
5 38-12-510.

6 **38-12-1306. No waiver of requirements by agreement.** A  
7 PROVISION OF A RENTAL AGREEMENT OR OTHER DOCUMENT THAT  
8 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OF ANY PROVISION OF  
9 THIS PART 13 IS VOID AND UNENFORCEABLE.

10 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**  
11 **(1)(c) and (1)(e); and add (1)(e.7) as follows:**

12 **13-40-104. Unlawful detention defined.** (1) Any person is guilty  
13 of an unlawful detention of real property in the following cases:

14 (c) When any lessee or tenant at will, or by sufferance, or for any  
15 part of a year, or for one or more years, of any NONRESIDENTIAL real  
16 property, including a specific or undivided portion of a building, ~~or~~  
17 ~~dwelling~~, holds over and continues in possession of the ~~demised premises~~  
18 NONRESIDENTIAL REAL PROPERTY, or any portion thereof, after the  
19 expiration of the term for which the ~~same were~~ NONRESIDENTIAL REAL  
20 PROPERTY WAS leased, or after ~~such~~ THE tenancy, at will or sufferance,  
21 has been terminated by either party;

22 (e) (I) EXCEPT AS DESCRIBED IN SUBSECTION (1)(e)(II) OF THIS  
23 SECTION, when:

24 (A) ~~such~~ A tenant or lessee holds over, without ~~such~~ permission,  
25 contrary to any other MATERIAL condition or covenant of the agreement  
26 under which ~~such~~ THE tenant or lessee holds; OR A TENANT DENIES THE  
27 LANDLORD ENTRY TO A RESIDENTIAL PREMISES AFTER THE LANDLORD

1 PROVIDES THE TENANT WRITTEN NOTICE OF THE ENTRY IN ENGLISH AND  
2 SPANISH AT LEAST SEVENTY-TWO HOURS BEFORE ATTEMPTING THE ENTRY,  
3 UNLESS THE RENTAL AGREEMENT SPECIFIES A GREATER TIME PERIOD; and

4 (B) Ten days' notice in writing has been duly served upon ~~such~~  
5 THE tenant or lessee requiring ~~in the alternative the~~ EITHER compliance  
6 with such MATERIAL condition or covenant or the delivery of the  
7 possession of the premises. ~~so held;~~

8 (II) ~~except that,~~ For a nonresidential RENTAL agreement or an  
9 employer-provided housing agreement, three days' ADVANCE notice is  
10 required, ~~pursuant to this section,~~ and for an exempt residential  
11 agreement, five days' ADVANCE notice is required. ~~pursuant to this~~  
12 ~~section.~~

13 (e.7) WHEN:

14 (I) A TENANT OR LESSEE HOLDS OVER UPON THE EXPIRATION OF A  
15 RESIDENTIAL RENTAL AGREEMENT AFTER REFUSING TO SIGN A NEW  
16 RESIDENTIAL RENTAL AGREEMENT WITH TERMS THAT ARE SUBSTANTIALLY  
17 IDENTICAL TO THE TENANT'S CURRENT RESIDENTIAL RENTAL AGREEMENT,  
18 INCLUDING TERMS ESTABLISHING RENT IN THE SAME AMOUNT OR IN A  
19 REASONABLY INCREASED AMOUNT; AND

20 (II) THE LANDLORD HAS PROVIDED THE TENANT OR LESSEE TEN  
21 DAYS' ADVANCE WRITTEN NOTICE IN ENGLISH AND SPANISH, WHICH  
22 NOTICE REQUIRES THE TENANT TO EITHER SIGN THE NEW RESIDENTIAL  
23 RENTAL AGREEMENT OR DELIVER POSSESSION OF THE PREMISES TO THE  
24 LANDLORD; EXCEPT THAT, FOR AN EMPLOYER-PROVIDED HOUSING  
25 AGREEMENT, THREE DAYS' ADVANCE NOTICE IS REQUIRED, AND FOR AN  
26 EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' ADVANCE NOTICE IS  
27 REQUIRED.

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**SECTION 4.** In Colorado Revised Statutes, **amend 13-40-107** as follows:

**13-40-107. Notice to quit.** (1) A TENANT MAY TERMINATE A tenancy ~~may be terminated~~ by SERVING WRITTEN notice ~~in writing served~~ ~~not less than the respective period fixed before the end~~ TO THE LANDLORD AS FOLLOWS, BASED ON THE LENGTH of the applicable tenancy: ~~as follows:~~

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

(2) ~~Such~~ THE notice ~~shall~~ DESCRIBED IN SUBSECTION (1) OF THIS SECTION MUST:

- (a) Describe the property and the particular time when the tenancy will terminate; and
- (b) ~~shall~~ Be signed by the ~~landlord or tenant~~ the party giving such notice ~~or his~~ OR THE 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 notice to quit shall be necessary from or to a tenant whose term 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~~

1 ~~termination of a residential tenancy during the ninety-day period provided~~  
2 ~~for in said section.~~

3 **SECTION 5.** In Colorado Revised Statutes, 38-12-202, **amend**  
4 (1)(a) introductory portion as follows:

5 **38-12-202. Tenancy - notice to quit.** (1) (a) No tenancy or other  
6 lease or rental occupancy of space in a mobile home park ~~shall~~ MAY  
7 commence without a written lease or rental agreement, and no tenancy in  
8 a mobile home park shall be terminated until a notice to quit or notice of  
9 nonpayment of rent has been served. A notice to quit ~~shall~~ MUST be in  
10 writing ~~and in the form specified in section 13-40-107 (2)~~ AND INCLUDE  
11 A DESCRIPTION OF THE PROPERTY. The property description ~~required in~~  
12 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

13 **SECTION 6.** In Colorado Revised Statutes, 38-12-701, **amend**  
14 (2)(b) as follows:

15 **38-12-701. Notice of rent increase.** (2) (b) A landlord may not  
16 terminate a residential tenancy in which there is no written agreement by  
17 serving a tenant with a notice to quit ~~pursuant to section 13-40-107~~ with  
18 the primary purpose of increasing a tenant's rent in a manner inconsistent  
19 with this section.

20 **SECTION 7.** In Colorado Revised Statutes, 38-33-112, **amend**  
21 (3) as follows:

22 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE  
23 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the  
24 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~  
25 except that, no residential tenancy ~~shall~~ MAY be terminated prior to the  
26 expiration date of the existing lease agreement, if any, unless consented  
27 to by both the tenant and the developer. If the term of the lease has less

1 than ninety days remaining when notification is mailed or delivered, as  
2 the case may be, or if there is no written lease agreement, residential  
3 tenancy may not be terminated by the developer less than ninety days  
4 after the date the notice is mailed or delivered, as the case may be, to the  
5 tenant, unless consented to by both the tenant and the developer. The  
6 return receipt shall be IS prima facie evidence of receipt of notice. If the  
7 term of the lease has less than ninety days remaining when notification is  
8 mailed or delivered, as the case may be, the tenant may hold over for the  
9 remainder of said ninety-day period under the same terms and conditions  
10 of the lease agreement if the tenant makes timely rental payments and  
11 performs other conditions of the lease agreement.

12 **SECTION 8. Severability.** If any provision of this act or the  
13 application of this act to any person or circumstance is held invalid, such  
14 invalidity does not affect other provisions or applications of the act that  
15 can be given effect without the invalid provision or application, and to  
16 this end the provisions of this act are declared to be severable.

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

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