

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

REVISED

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

LLS NO. 24-0173.01 Christopher McMichael x4775

SENATE BILL 24-094

SENATE SPONSORSHIP

Gonzales and Exum, Buckner, Cutter, Fields, Hinrichsen, Jaquez Lewis, Michaelson Jenet, Priola, Sullivan, Winter F.

HOUSE SPONSORSHIP

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Senate Committees

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House Committees

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A BILL FOR AN ACT

101 **CONCERNING SAFE HOUSING FOR RESIDENTIAL TENANTS, AND, IN**
102 **CONNECTION THEREWITH, ESTABLISHING AND CLARIFYING**
103 **PROCEDURES REGARDING A TENANT'S CLAIM OF BREACH OF THE**
104 **WARRANTY OF HABITABILITY.**

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 modifies existing warranty of habitability laws by clarifying actions that constitute a breach of the warranty of habitability (breach) and procedures for both landlords and tenants when a warranty

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.

HOUSE
Amended 2nd Reading
April 5, 2024

SENATE
3rd Reading Unamended
March 11, 2024

SENATE
Amended 2nd Reading
March 8, 2024

of habitability claim (claim) is alleged by the tenant. Updates to existing warranty of habitability laws include:

- Establishing time frames for when a landlord must communicate with the tenant and commence remedial action after having actual or constructive notice of a condition related to the habitability of a residential premises;
- Requiring a landlord to perform conduct to address an uninhabitable condition until such condition is completely remedied or repaired;
- Establishing a rebuttable presumption that a landlord has failed the landlord's duty to remedy or repair a condition if the condition continues to exist either 7 or 14 days after the landlord has actual or constructive notice of the condition, depending on the condition at issue in the tenant's claim;
- Determining when a landlord is presumed to have actual or constructive notice of a condition;
- Requiring a landlord to provide a tenant with a comparable dwelling unit or hotel room under certain circumstances while the landlord addresses any uninhabitable conditions that materially interfere with the tenant's life, health, or safety;
- Requiring a landlord to maintain all records, including correspondence and other documentation, relevant to a tenant's claim and any remedial actions taken by the landlord;
- Establishing procedures for when a landlord may enter the dwelling unit of a tenant to address an uninhabitable condition and identifying circumstances when a tenant may deny a landlord entry to the dwelling unit;
- Clarifying certain conditions or characteristics of residential premises that are considered uninhabitable;
- Establishing that there is a rebuttable presumption that certain conditions and characteristics of a residential premises materially interfere with a tenant's life, health, or safety; and
- Modifying and clarifying a tenant's option for remedies when bringing a claim against a landlord and modifying procedures for accessing those remedies.

The bill establishes legal standards and court procedures related to claims, including authorizing a tenant to raise a breach as an affirmative defense against a landlord's action for possession or action of collection against the tenant. The bill also establishes legal standards and procedures for a landlord's defense to a claim and limitations on a tenant's claim. The bill instructs the court in its calculation of actual and punitive damages

for breach cases.

The bill prohibits retaliation and specifies what tenant actions are protected by the prohibition on retaliation and what actions constitute retaliation by the landlord.

The bill clarifies the jurisdiction of the attorney general and county and district courts over matters related to violations of the warranty of habitability.

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

2 **SECTION 1.** In Colorado Revised Statutes, 38-12-501, **amend**
3 (2)(b); and **add** (2)(d), (2)(e), and (3) as follows:

4 **38-12-501. Legislative declaration - matter of statewide**
5 **concern - purposes and policies.** (2) The underlying purposes and
6 policies of this part 5 are to:

7 (b) Encourage landlords and tenants to maintain and improve the
8 quality of housing; **and**

9 (d) PROMOTE PUBLIC HEALTH BY ENSURING RENTAL HOUSING IS
10 SAFE AND HEALTHY FOR TENANTS; AND

11 (e) PROTECT AND PROVIDE REMEDIES FOR TENANTS WHO
12 EXPERIENCE UNINHABITABLE CONDITIONS AT THEIR RESIDENTIAL
13 PREMISES.

14 (3) THIS PART 5 SHOULD BE BROADLY INTERPRETED TO ACHIEVE
15 ITS INTENDED PURPOSE.

16 **SECTION 2.** In Colorado Revised Statutes, 38-12-502, **amend**
17 (1), (4.5), (5), and (9); **repeal** (4) **and** (10); and **add** (2.5), (4.6), (4.8),
18 (5.7) (6.3), (6.5), (6.8), and (11) as follows:

19 **38-12-502. Definitions.** As used in this part 5 and part 8 of this
20 article 12, unless the context otherwise requires:

21 (1) "Appliance" means a refrigerator, range stove, ~~or~~ oven, AIR
22 CONDITIONER, PERMANENT COOLING DEVICE, OR PORTABLE COOLING

1 DEVICE that is included within a residential premises by a landlord. ~~for the~~
2 ~~use of the tenant pursuant to the rental agreement or any other agreement~~
3 ~~between the landlord and the tenant.~~ Nothing in this section PART 5
4 requires a landlord to provide ~~any~~ AN appliance, and ~~section 38-12-505~~
5 THIS PART 5 applies to appliances solely to the extent that appliances are
6 part of a written agreement between the landlord and the tenant or are
7 otherwise actually provided to a tenant by the landlord at the inception of
8 ~~OR DURING the tenant's occupancy of the residential premises~~ TENANCY
9 ~~FOR THE DURATION OF THE RENTAL AGREEMENT.~~

10 (2.5) "DISABILITY" HAS THE SAME MEANING AS SET FORTH IN THE
11 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.
12 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND IMPLEMENTING
13 REGULATIONS.

14 ~~(4) "Electronic notice" means notice by electronic mail or an~~
15 ~~electronic portal or management communications system that is available~~
16 ~~to both a landlord and a tenant.~~

17 (4.5) "Environmental public health event" means a ~~natural~~ disaster
18 or an environmental event, such as a wildfire, a flood, or a release of toxic
19 contaminants, that could create negative health and safety impacts OR
20 OTHERWISE MAKES A RESIDENTIAL PREMISES UNINHABITABLE, AS
21 DESCRIBED IN SECTION 38-12-505, for tenants that live in nearby
22 residential premises.

23 (4.6) "EXTREME HEAT EVENT" MEANS A DAY ON WHICH THE
24 NATIONAL WEATHER SERVICE OF THE NATIONAL OCEANIC AND
25 ATMOSPHERIC ADMINISTRATION HAS DECLARED, PREDICTED, OR
26 INDICATED THAT THERE IS A HEAT ADVISORY, EXCESSIVE HEAT WATCH, OR
27 EXCESSIVE HEAT WARNING FOR THE COUNTY IN WHICH A RESIDENTIAL

1 PREMISES IS LOCATED.

2 (4.8) "HOTEL ROOM" MEANS ONE OR MORE ROOMS IN A LICENSED
3 OR PERMITTED COMMERCIAL LODGING ESTABLISHMENT.

4 (5) "Landlord" means the owner, manager, lessor, ~~or~~ sublessor,
5 SUCCESSOR IN INTEREST, OR AGENT OF THE OWNER of a residential
6 premises.

7 (5.7) (a) "MAINTENANCE SERVICE" MEANS ANY SERVICE PROVIDED
8 AT A LANDLORD'S EXPENSE FOR THE PURPOSE OF GENERALLY
9 MAINTAINING, INSPECTING, REPAIRING, OR ENSURING THE UPKEEP AND
10 PRESERVATION OF A RESIDENTIAL PREMISES.

11 (b) "MAINTENANCE SERVICE" DOES NOT INCLUDE A ONE-TIME OR
12 SPECIALIZED THIRD-PARTY CONTRACTOR WHO IS NOT AN AGENT OF THE
13 LANDLORD AND ONLY PROVIDES A LIMITED OR EXPERT SERVICE TO A
14 RESIDENTIAL PREMISES.

15 (6.3) "ORGANIZING" MEANS ANY LAWFUL, CONCERTED ACTIVITY
16 BY A TENANT OR A TENANT'S GUEST OR AN INVITEE FOR THE PURPOSE OF
17 MUTUAL AID OR ESTABLISHING, SUPPORTING, OR OPERATING A TENANTS'
18 ASSOCIATION OR SIMILAR ORGANIZATION OR EXERCISING ANY OTHER
19 RIGHT OR REMEDY PROVIDED BY LAW.

20 (6.5) (a) "PORTABLE COOLING DEVICE" MEANS AN AIR
21 CONDITIONER OR EVAPORATIVE COOLER, INCLUDING DEVICES MOUNTED
22 IN A WINDOW OR THAT ARE DESIGNED TO SIT ON THE FLOOR.

23 (b) "PORTABLE COOLING DEVICE" DOES NOT INCLUDE A
24 PERMANENT COOLING DEVICE WHERE INSTALLATION OF THE DEVICE
25 REQUIRES PERMANENT ALTERATION TO THE DWELLING UNIT.

26 (6.8) "REMEDIAL ACTION" MEANS TIMELY AND GOOD FAITH
27 EFFORTS TO REPAIR OR REMEDY AN UNINHABITABLE CONDITION AT A

1 RESIDENTIAL PREMISES OR DWELLING UNIT AND TO MITIGATE ANY
2 NEGATIVE EFFECT OF THE CONDITION.

3 (9) (a) "Tenant" means ~~a person~~ AN INDIVIDUAL entitled under a
4 rental agreement to occupy a dwelling unit to the exclusion of others.

5 (b) "TENANT" INCLUDES ANY MEMBER OF A TENANT'S HOUSEHOLD,
6 INCLUDING ANY INDIVIDUAL WHO HAS A RIGHT TO OCCUPY THE DWELLING
7 UNIT WITH THE TENANT UNDER ANY LOCAL, STATE, OR FEDERAL LAW; THE
8 RENTAL AGREEMENT; OR ANY SEPARATE AGREEMENT WITH THE LANDLORD
9 OR ANY INDIVIDUAL WHO OTHERWISE HAS EXPLICIT OR IMPLICIT
10 PERMISSION FROM THE LANDLORD TO OCCUPY THE DWELLING UNIT.

11 (10) ~~"Vulnerable population" means children, individuals with~~
12 ~~asthma, individuals with disabilities, individuals who are pregnant, or any~~
13 ~~other group of individuals that has health conditions that could make the~~
14 ~~individuals more susceptible to environmental contaminants.~~

15 (11) (a) "WRITTEN", "WRITING", OR "IN WRITING" MEANS ANY
16 RECORD CONVEYING INFORMATION IN A FORM THAT MAY BE RETAINED BY
17 THE RECIPIENT OR SENDER OR THAT IS CAPABLE OF BEING DISPLAYED IN
18 VISUAL TEXT IN A FORM THE INDIVIDUAL MAY RETAIN, INCLUDING PAPER,
19 ELECTRONIC, AND DIGITAL.

20 (b) "WRITTEN", "WRITING", OR "IN WRITING", AS DEFINED IN
21 SUBSECTION (11)(a) OF THIS SECTION, APPLIES ONLY TO THIS PART 5 AND
22 DOES NOT APPLY TO THE WRITTEN NOTICE OR DEMAND REQUIREMENTS IN
23 ARTICLE 40 OF TITLE 13.

24 **SECTION 3.** In Colorado Revised Statutes, **repeal and reenact,**
25 **with amendments,** 38-12-503 as follows:

26 **38-12-503. Warranty of habitability - notice - landlord**
27 **obligations.** (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS

1 DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN
2 HABITATION AT THE INCEPTION OF THE TENANT'S OCCUPANCY AND THAT
3 THE LANDLORD WILL MAINTAIN THE RESIDENTIAL PREMISES AS FIT FOR
4 HUMAN HABITATION THROUGHOUT THE ENTIRE PERIOD THAT THE TENANT
5 LAWFULLY OCCUPIES THE RESIDENTIAL PREMISES OR DWELLING UNIT.

6 (2) A LANDLORD BREACHES THE WARRANTY OF HABITABILITY SET
7 FORTH IN SUBSECTION (1) OF THIS SECTION IF:

8 (a) A RESIDENTIAL PREMISES IS:

9 (I) UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505; OR

10 (II) IN A CONDITION THAT MATERIALLY INTERFERES WITH THE
11 TENANT'S LIFE, HEALTH, OR SAFETY; AND

12 (b) THE LANDLORD HAS NOTICE, AS DESCRIBED IN SUBSECTION
13 (3)(e) OF THIS SECTION, OF THE CONDITION DESCRIBED IN SUBSECTION
14 (2)(a) OF THIS SECTION AND:

15 (I) HAS FAILED TO COMMENCE REMEDIAL ACTION IN ACCORDANCE
16 WITH SUBSECTION (4) OF THIS SECTION WITHIN THE FOLLOWING PERIOD
17 AFTER HAVING NOTICE:

18 (A) TWENTY-FOUR HOURS, WHERE THE CONDITION MATERIALLY
19 INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY; OR

20 (B) SEVENTY-TWO HOURS, WHERE THE RESIDENTIAL PREMISES ARE
21 UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE;

22 (II) HAS COMMENCED REMEDIAL ACTION, IN ACCORDANCE WITH
23 SUBSECTION (4) OF THIS SECTION, WITHIN THE PERIOD DESCRIBED IN
24 SUBSECTION (2)(b)(I) OF THIS SECTION, BUT FAILED TO CONTINUE
25 PERFORMING THE REMEDIAL ACTION AS NEEDED UNTIL THE CONDITION
26 WAS REMEDIED OR REPAIRED;

27 (III) HAS FAILED TO COMPLETELY REMEDY OR REPAIR THE

1 CONDITION WITHIN A REASONABLE TIME AFTER COMMENCING REMEDIAL
2 ACTION;

3 (IV) HAS FAILED TO COMPLY WITH SUBSECTION (8) OF THIS
4 SECTION CONCERNING A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED
5 DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT; OR

6 (V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE
7 RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE
8 INCEPTION OF THE TENANT'S OCCUPANCY.

9 (3) (a) THERE IS A REBUTTABLE PRESUMPTION THAT A LANDLORD
10 HAS FAILED TO COMMENCE REMEDIAL ACTION, CONTINUE PERFORMING
11 REMEDIAL ACTION, OR COMPLETELY REMEDY OR REPAIR A CONDITION
12 THAT RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE WITHIN A
13 REASONABLE TIME IF THE TENANT ESTABLISHES THAT THE RESIDENTIAL
14 PREMISES IS UNINHABITABLE, AS DESCRIBED IN SUBSECTION (2)(a) OF THIS
15 SECTION, THE TENANT ESTABLISHES THAT THE LANDLORD HAS NOTICE OF
16 THE UNINHABITABLE CONDITION, AS DESCRIBED IN SUBSECTION (3)(e) OF
17 THIS SECTION, AND:

18 (I) THE LANDLORD HAS FAILED TO COMMUNICATE WITH THE
19 TENANT AFTER HAVING NOTICE OF A CONDITION WITHIN THE TIME
20 FRAME REQUIRED UNDER SUBSECTION (6) OF THIS SECTION; OR

21 (II) THE CONDITION CONTINUES TO EXIST:

22 (A) FOURTEEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
23 NOTICE OF THE CONDITION, WHERE THE RESIDENTIAL PREMISES ARE
24 UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE; OR

25 (B) SEVEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
26 NOTICE OF THE CONDITION, WHERE THE CONDITION MATERIALLY
27 INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY.

1 (b) (I) A LANDLORD MAY REBUT THE PRESUMPTION DESCRIBED IN
2 SUBSECTION (3)(a) OF THIS SECTION BY ESTABLISHING, BY A
3 PREPONDERANCE OF THE EVIDENCE, THAT:

4 (A) THE LANDLORD COMMENCED AND CONTINUED PERFORMING
5 REMEDIAL ACTION BUT THE CONDITION COULD NOT BE COMPLETELY
6 REMEDIED OR REPAIRED DUE TO CIRCUMSTANCES OUTSIDE THE
7 LANDLORD'S REASONABLE CONTROL;

8 (B) REMEDIAL ACTION WOULD REQUIRE ENTRY TO THE TENANT'S
9 DWELLING UNIT AND THE TENANT UNREASONABLY DENIED THE LANDLORD
10 ENTRY TO THE DWELLING UNIT; OR

11 (C) THE TENANT ENGAGED IN CONDUCT THAT UNREASONABLY
12 DELAYED OR OTHERWISE PREVENTED THE LANDLORD FROM COMMENCING
13 REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION
14 (2)(b)(I) OF THIS SECTION, FROM CONTINUING TO PERFORM REMEDIAL
15 ACTION, OR FROM COMPLETELY REMEDYING OR REPAIRING THE CONDITION
16 WITHIN A REASONABLE TIME.

17 (II) A TENANT OTHERWISE HAS THE BURDEN OF PROOF TO
18 ESTABLISH A BREACH OF THE WARRANTY OF HABITABILITY.

19 (c) NOTWITHSTANDING THE CIRCUMSTANCES DESCRIBED IN
20 SUBSECTION (3)(b)(I) OF THIS SECTION, A LANDLORD MUST REASONABLY
21 CONTINUE TO MAKE EFFORTS TO COMMENCE OR CONTINUE PERFORMING
22 REMEDIAL ACTION TO REMEDY OR REPAIR A CONDITION THAT RENDERS
23 THE TENANT'S RESIDENTIAL PREMISES UNINHABITABLE AND FOR WHICH
24 THE LANDLORD HAS _____ NOTICE. THESE EFFORTS TO COMMENCE OR
25 CONTINUE PERFORMING REMEDIAL ACTION SHALL INCLUDE PROMPT
26 CORRESPONDENCE AND GOOD FAITH COOPERATION WITH THE TENANT AND
27 MAY REQUIRE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION

1 WITH MAINTENANCE STAFF, THIRD-PARTY CONTRACTORS, A GOVERNMENT
2 OFFICIAL, OR ANY OTHER PERSON WHOSE INVOLVEMENT IS NECESSARY TO
3 REMEDY OR REPAIR THE CONDITION.

4 (d) IF A TENANT DENIES ENTRY TO THE DWELLING UNIT AND ENTRY
5 TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR CONTINUE
6 PERFORMING REMEDIAL ACTION, THE PRESUMPTIVE TIME PERIODS
7 DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS SECTION ARE TOLLED UNTIL
8 THE DATE THAT THE TENANT PROPOSES AS A REASONABLE ALTERNATIVE
9 DATE AND TIME FOR ENTRY OR ANOTHER DATE AND TIME THAT THE
10 LANDLORD PROPOSES AND TO WHICH THE TENANT AGREES IN
11 ACCORDANCE WITH SUBSECTION (6)(b) OF THIS SECTION.

12 (e) A LANDLORD HAS NOTICE OF A CONDITION DESCRIBED IN
13 SUBSECTION (2)(a) OF THIS SECTION IF THERE IS ANY WRITING THAT
14 PROVIDES A BASIS FOR THE LANDLORD TO SUBSTANTIALLY KNOW THAT
15 THE CONDITION EXISTS OR MAY EXIST, INCLUDING:

16 (I) WRITTEN NOTICE FROM A GOVERNMENTAL ENTITY REGARDING
17 THE CONDITION;

18 (II) WRITTEN NOTICE FROM A THIRD PARTY REGARDING THE
19 CONDITION;

20 (III) WRITTEN NOTICE FROM A TENANT CONCERNING A CONDITION
21 THAT MAY AFFECT MULTIPLE TENANTS;

22 (IV) A TENANT'S WRITTEN CORRESPONDENCE WITH MAINTENANCE
23 STAFF OR A MAINTENANCE SERVICE PROVIDED BY THE LANDLORD,
24 INCLUDING A MAINTENANCE SERVICE PROVIDED BY A THIRD PARTY;

25 (V) WRITTEN OBSERVATIONS OR WRITTEN REPORTS THAT THE
26 LANDLORD HAS OBTAINED PERSONALLY, DIRECTLY, OR INDIRECTLY; OR

27 (VI) WRITTEN NOTICE FROM THE TENANT REGARDING THE

1 CONDITION, WHICH NOTICE IS SENT IN A MANNER THAT THE LANDLORD
2 TYPICALLY USES TO COMMUNICATE WITH THE TENANT.

3
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 (4) (a) (I) UPON HAVING NOTICE OF A CONDITION DESCRIBED IN
15 SUBSECTION (2)(a) OF THIS SECTION, A LANDLORD SHALL COMMENCE
16 REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION
17 (2)(b) OF THIS SECTION UNLESS THE CIRCUMSTANCES DESCRIBED IN
18 SUBSECTION (3)(b)(I) OF THIS SECTION PREVENTED THE LANDLORD FROM
19 COMMENCING REMEDIAL ACTION.

20 (II) IF THE CONDITION MATERIALLY INTERFERES WITH THE
21 TENANT'S LIFE, HEALTH, OR SAFETY OR IS A CONDITION DESCRIBED IN
22 SECTION 38-12-505 (4)(I), REMEDIAL ACTION MUST INCLUDE A LANDLORD
23 PROVIDING THE TENANT, AT THE REQUEST OF THE TENANT AND WITHIN
24 TWENTY-FOUR HOURS AFTER THE TENANT'S REQUEST:

25 (A) A COMPARABLE DWELLING UNIT, AS SELECTED BY THE
26 LANDLORD, AT NO COST TO THE TENANT; OR

27 (B) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO COST

1 TO THE TENANT.

2 (b) (I) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST
3 INCLUDE AT LEAST THE SAME NUMBER OF BEDS AS THERE ARE BEDS
4 USED IN A TENANT'S DWELLING UNIT.

5 (II) IF A TENANT REQUIRES A COMPARABLE DWELLING UNIT OR
6 HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS:

7 (A) THE COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST
8 INCLUDE A REFRIGERATOR WITH A FREEZER AND A RANGE STOVE OR OVEN;
9 OR

10 (B) THE LANDLORD MUST PROVIDE A PER DIEM FOR DAILY MEALS
11 AND INCIDENTALS FOR EACH TENANT IN AN AMOUNT THAT IS AT LEAST
12 EQUAL TO THE COLORADO STATE EMPLOYEE PER DIEM FOR INTRASTATE
13 TRAVEL AS ESTABLISHED BY THE DEPARTMENT OF PERSONNEL. THE
14 LANDLORD MUST PROVIDE THE PER DIEM TO THE TENANT AT THE TIME THE
15 LANDLORD REASONABLY EXPECTS THE TENANT TO BE IN A COMPARABLE
16 DWELLING UNIT OR HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS
17 AND FOR EVERY TWENTY-FOUR-HOUR PERIOD THEREAFTER.

18 (III) (A) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST
19 BE HABITABLE, ACCESSIBLE TO AN INDIVIDUAL WITH DISABILITIES IF THE
20 TENANT HAS A DISABILITY, AND LOCATED WITHIN FIVE MILES OF THE
21 TENANT'S DWELLING UNIT, UNLESS THE TENANT CONSENTS AT THE TIME OF
22 THE REQUEST OR AFTER THE REQUEST TO A COMPARABLE DWELLING UNIT
23 OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES FROM THE TENANT'S
24 DWELLING UNIT.

25 (B) THE LANDLORD MAY SELECT A COMPARABLE DWELLING UNIT
26 OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES BUT LESS THAN TEN
27 MILES FROM THE TENANT'S DWELLING UNIT IF THE COMPARABLE DWELLING

1 UNIT OR HOTEL ROOM THAT IS FURTHER AWAY FROM THE TENANT'S
2 DWELLING UNIT IS SUBSTANTIALLY LESS EXPENSIVE THAN OTHER OPTIONS
3 THAT ARE AVAILABLE WITHIN FIVE MILES OF THE TENANT'S DWELLING
4 UNIT.

5 (C) IF A COMPARABLE DWELLING UNIT OR HOTEL ROOM WITHIN
6 FIVE OR TEN MILES OF THE TENANT'S DWELLING UNIT IS NOT AVAILABLE
7 FOR THE TENANT'S USE IN ACCORDANCE WITH SUBSECTIONS (4)(b)(III)(A)
8 AND (4)(B)(III)(B) OF THIS SECTION, THE LANDLORD MUST SELECT THE
9 NEAREST AVAILABLE COMPARABLE DWELLING UNIT OR HOTEL ROOM.

10 (IV) IF A TENANT IS RELOCATED PURSUANT TO SUBSECTION (4)(a)
11 OF THIS SECTION, A LANDLORD IS REQUIRED TO PAY FOR ONLY THE
12 FOLLOWING EXPENSES THAT ARISE FROM RELOCATING THE TENANT:

13 (A) A PER DIEM ALLOWANCE PURSUANT TO SUBSECTION
14 (4)(b)(II)(B) OF THIS SECTION; AND

15 (B) REASONABLE COSTS THAT ARE INCURRED DUE TO THE
16 TENANT'S RELOCATION, INCLUDING STORAGE AND TRANSPORTATION
17 COSTS.

18 (V) A RELOCATED TENANT REMAINS RESPONSIBLE FOR ANY
19 PORTION OF THE RENT PAYMENT OWED UNDER THE RENTAL AGREEMENT
20 DURING THE PERIOD OF ANY TEMPORARY RELOCATION AND FOR THE
21 REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING
22 REMEDIATION.

23 (c) IF A TENANT IS PROVIDED A HOTEL ROOM DUE TO A CONDITION
24 DESCRIBED IN SUBSECTION (4)(a)(II) OF THIS SECTION AND THE CONDITION
25 CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE DAYS
26 DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE
27 CONTROL, THE LANDLORD IS REQUIRED TO PROVIDE THE HOTEL ROOM TO

1 THE TENANT FOR ONLY UP TO SIXTY CONSECUTIVE DAYS. THE LANDLORD
2 IS RELIEVED OF THE LANDLORD'S OBLIGATION TO PROVIDE HOTEL
3 ACCOMMODATIONS TO THE TENANT IF THE LANDLORD:

4 (I) DETERMINES THAT THE CONDITION AT THE RESIDENTIAL
5 PREMISES CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE
6 DAYS DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE
7 CONTROL;

8 (II) PROVIDES THE TENANT, AT THE EARLIEST OPPORTUNITY,
9 WRITTEN NOTICE THAT SPECIFIES:

10 (A) THAT THE UNINHABITABLE CONDITION AT THE RESIDENTIAL
11 PREMISES CANNOT BE REMEDIED OR REPAIRED TO A CONDITION THAT NO
12 LONGER MATERIALLY INTERFERES WITH A TENANT'S LIFE, HEALTH, OR
13 SAFETY WITHIN SIXTY CONSECUTIVE DAYS FROM THE START OF THE
14 TENANT'S HOTEL STAY;

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

19 AND

20 (C) THAT THE TENANT MAY TERMINATE THEIR RENTAL
21 AGREEMENT WITH NO LIABILITY OR FINANCIAL PENALTY TO THE TENANT;

22 AND

23 (III) RETURNS TO THE TENANT THE TENANT'S FULL SECURITY
24 DEPOSIT ON OR BEFORE THE DATE THAT THE LANDLORD PROVIDES THE
25 TENANT NOTICE IN ACCORDANCE WITH SUBSECTION (4)(c)(II) OF THIS
26 SECTION.

27 (5) (a) A LANDLORD SHALL MAINTAIN ACCURATE AND COMPLETE

1 RECORDS OF ALL WRITTEN NOTICES AND CORRESPONDENCE, AS DESCRIBED
2 IN SUBSECTION (3)(e) OF THIS SECTION, AND ALL DOCUMENTATION
3 RELEVANT TO ANY UNINHABITABLE CONDITION OR REMEDIAL ACTION
4 TAKEN TO REMEDY OR REPAIR A CONDITION THAT RENDERS A TENANT'S
5 DWELLING UNIT UNINHABITABLE.

6 (b) A LANDLORD MUST MAINTAIN THE RECORDS DESCRIBED IN
7 SUBSECTION (5)(a) OF THIS SECTION FOR THE ENTIRE PERIOD OF THE
8 TENANT'S OCCUPANCY OF THE DWELLING UNIT AND FOR AT LEAST THREE
9 YEARS THEREAFTER.

10 (c) A LANDLORD SHALL PROVIDE TO A TENANT, UPON REQUEST BY
11 THE TENANT, ANY RECORD, NOTICE, CORRESPONDENCE, OR OTHER
12 DOCUMENTATION RELATED TO A CONDITION OR REMEDIAL ACTION WITHIN
13 TEN CALENDAR DAYS AFTER THE TENANT'S REQUEST.

14 (6) (a) A LANDLORD THAT HAS NOTICE OF A CONDITION
15 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION SHALL:

16 (I) CONTACT THE TENANT NOT MORE THAN TWENTY-FOUR HOURS
17 AFTER RECEIVING THE NOTICE; EXCEPT THAT A LANDLORD MAY TAKE UP
18 TO SEVENTY-TWO HOURS TO CONTACT THE TENANT AFTER THE LANDLORD
19 HAS NOTICE THAT THE RESIDENTIAL PREMISES IS INACCESSIBLE
20 BECAUSE OF AN ENVIRONMENTAL PUBLIC HEALTH EVENT. THE
21 COMMUNICATION MUST INDICATE THE LANDLORD'S INTENTIONS TO
22 REMEDY OR REPAIR THE CONDITION, INCLUDING AN ESTIMATE OF WHEN
23 THE REMEDIAL ACTION WILL COMMENCE AND WHEN IT WILL BE
24 COMPLETED.

25 (II) INFORM THE TENANT OF THE LANDLORD'S RESPONSIBILITIES
26 UNDER SUBSECTION (4) OF THIS SECTION, INCLUDING THE LANDLORD'S
27 OBLIGATION TO PROVIDE THE TENANT A COMPARABLE DWELLING UNIT OR

1 HOTEL ROOM AT NO COST TO THE TENANT; AND

2 (III) PROVIDE THE TENANT WITH WRITTEN NOTICE AT LEAST
3 TWENTY-FOUR HOURS IN ADVANCE OF ENTRY TO THE DWELLING UNIT IF
4 ENTRY TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR MAINTAIN
5 REMEDIAL ACTION; EXCEPT THAT THE LANDLORD IS NOT REQUIRED TO
6 PROVIDE ADVANCE NOTICE WHEN THE CONDITION MATERIALLY AND
7 IMMINENTLY THREATENS AN INDIVIDUAL'S LIFE, HEALTH, OR SAFETY OR
8 WHEN THE CONDITION POSES AN ACTIVE AND ONGOING THREAT OF
9 CAUSING, AND, WITHOUT IMMEDIATE REMEDIATION, WOULD CAUSE,
10 SUBSTANTIAL AND MATERIAL DAMAGE TO THE RESIDENTIAL PREMISES.

11 (b) (I) A LANDLORD SHALL PROVIDE THE DATE AND TIME THE
12 LANDLORD INTENDS TO ENTER A TENANT'S DWELLING UNIT AND A
13 REASONABLE ESTIMATE OF THE DURATION THE LANDLORD, OR ANY OTHER
14 PARTY ACTING ON BEHALF OF THE LANDLORD, WILL NEED TO BE IN THE
15 TENANT'S DWELLING UNIT.

16 (II) EXCEPT AS PROVIDED IN SUBSECTION (6)(a)(III) OF THIS
17 SECTION, A TENANT MAY REASONABLY DENY ENTRY TO THE DWELLING
18 UNIT AT THE DATE AND TIME THE LANDLORD REQUESTS ENTRY. THE
19 LANDLORD MUST THEN PROPOSE AND THE TENANT MAY ACCEPT OR
20 PROPOSE A REASONABLE ALTERNATIVE DATE AND TIME FOR THE
21 LANDLORD TO ENTER THE TENANT'S DWELLING UNIT.

22 (III) A TENANT MAY PERMIT THE LANDLORD TO ENTER THE
23 DWELLING UNIT WITH LESS THAN TWENTY-FOUR HOURS ADVANCE NOTICE.

24 (7) A LANDLORD THAT HAS _____ NOTICE OF A CONDITION, AS
25 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT THE TENANT'S
26 DWELLING UNIT OR THE RESIDENTIAL PREMISES IS RESPONSIBLE FOR
27 REMEDYING AND REPAIRING THE DWELLING UNIT OR RESIDENTIAL

1 PREMISES TO A HABITABLE STANDARD AT THE LANDLORD'S EXPENSE,
2 EXCEPT AS DESCRIBED IN SUBSECTION (9) OF THIS SECTION.

3 (8) (a) A LANDLORD THAT HAS NOTICE OF A CONDITION, AS
4 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT A RESIDENTIAL
5 PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC
6 HEALTH EVENT SHALL COMPLY WITH THE STANDARDS DESCRIBED IN
7 SECTION 38-12-505 (1)(b)(XIII) WITHIN A REASONABLE AMOUNT OF TIME
8 GIVEN THE CONDITION OF THE PREMISES AND AT THE LANDLORD'S
9 EXPENSE.

10 (b) ONCE A GOVERNMENTAL ENTITY, GOVERNMENT OFFICIAL, LAW
11 ENFORCEMENT OFFICER, OR PUBLIC SAFETY OFFICER DEEMS A TENANT'S
12 DWELLING UNIT SAFE FOR REENTRY AFTER AN ENVIRONMENTAL PUBLIC
13 HEALTH EVENT, THE LANDLORD MUST GRANT THE TENANT OR TENANT'S
14 REPRESENTATIVE ACCESS TO THE DWELLING UNIT FOR THE PURPOSES OF
15 RETRIEVING THE TENANT'S PERSONAL PROPERTY, EVEN IF THE
16 RESIDENTIAL PREMISES THAT INCLUDES THE TENANT'S DWELLING UNIT IS
17 CONSIDERED UNINHABITABLE UNDER THIS SECTION.

18 (c) A LANDLORD THAT HAS REMEDIATED OR REPAIRED A RESIDENTIAL
19 PREMISES TO A HABITABLE STANDARD FOLLOWING AN ENVIRONMENTAL
20 PUBLIC HEALTH EVENT SHALL PROVIDE THE TENANT WITH
21 DOCUMENTATION THAT DEMONSTRATES COMPLIANCE WITH THE
22 STANDARDS DESCRIBED IN SECTION 38-12-505 (1)(b)(XIII).

23 (d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN
24 UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE
25 LANDLORD HAS NOTICE OF A CONDITION THAT RENDERS THE
26 RESIDENTIAL PREMISES UNINHABITABLE AFTER AN ENVIRONMENTAL
27 PUBLIC HEALTH EVENT IS NOT CONSIDERED EVIDENCE OF REMEDIATION.

1 (9) WHEN A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS
2 SECTION IS SUBSTANTIALLY CAUSED BY THE MISCONDUCT OF THE TENANT,
3 A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR AN INVITEE OF THE
4 TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL, THE
5 CONDITION DOES NOT CONSTITUTE A BASIS FOR A BREACH OF THE
6 WARRANTY OF HABITABILITY UNDER SUBSECTION (2) OF THIS SECTION. IT
7 IS NOT MISCONDUCT UNDER THIS SUBSECTION (9) BY A VICTIM OF
8 DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS
9 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING IF THE CONDITION IS
10 THE RESULT OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL
11 SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING
12 AND THE LANDLORD HAS NOTICE AT ANY TIME OF THE DOMESTIC
13 VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS
14 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING, AS DESCRIBED IN
15 SECTION 38-12-402 (2)(a).

16 (10) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT
17 WAIVING OR MODIFYING ANY RIGHT, REMEDY, OBLIGATION, OR
18 PROHIBITION PROVIDED IN THIS PART 5 IS VOID AS CONTRARY TO PUBLIC
19 POLICY.

20 (11) A LANDLORD MAY TERMINATE A RENTAL AGREEMENT, IF
21 PERMITTED BY THE RENTAL AGREEMENT AND WITHOUT FURTHER
22 LIABILITY TO THE LANDLORD OR TENANT, IF THE RESIDENTIAL PREMISES
23 IS DAMAGED AS A RESULT OF A SUDDEN ENVIRONMENTAL PUBLIC HEALTH
24 EVENT OR AN ACTION TAKEN BY A GOVERNMENTAL AUTHORITY THAT
25 RENDERS CONTINUED OCCUPANCY OF THE RESIDENTIAL PREMISES
26 IMPOSSIBLE OR UNLAWFUL AND:

27 (a) THE LANDLORD WAS NOT ALREADY IN BREACH OF THE

1 WARRANTY OF HABITABILITY PRIOR TO THE SUDDEN ENVIRONMENTAL
2 PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

3 (b) IT WOULD BE IMPRACTICABLE FOR THE LANDLORD TO REMEDY
4 OR REPAIR THE RESIDENTIAL PREMISES INTO COMPLIANCE WITH THE
5 WARRANTY OF HABITABILITY DUE TO THE SUDDEN ENVIRONMENTAL
6 PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

7 (c) THE LANDLORD GIVES A MINIMUM OF THIRTY DAYS' WRITTEN
8 NOTICE TO THE TENANT CONCERNING THE TERMINATION OF THE RENTAL
9 AGREEMENT DUE TO THE SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT
10 OR GOVERNMENT ACTION AND COMPLIES WITH ALL LANDLORD
11 OBLIGATIONS UNDER THIS PART 5 THROUGH THE DATE OF TERMINATION;

12 (d) THE LANDLORD GRANTS THE TENANT OR TENANT'S
13 REPRESENTATIVE ACCESS TO THE TENANT'S DWELLING UNIT FOR THE
14 PURPOSE OF RETRIEVING THE TENANT'S PERSONAL PROPERTY PRIOR TO THE
15 TERMINATION OF THE RENTAL AGREEMENT; EXCEPT THAT, IF IT IS UNSAFE
16 TO ENTER THE DWELLING UNIT PRIOR TO TERMINATION OF THE RENTAL
17 AGREEMENT, THE LANDLORD SHALL AGREE IN A SIGNED WRITING TO
18 GRANT THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE
19 DWELLING UNIT TO RETRIEVE PERSONAL PROPERTY AT THE EARLIEST
20 POSSIBLE TIME THAT IT IS SAFE TO DO SO;

21 (e) NOTWITHSTANDING SECTION 38-12-103, THE LANDLORD
22 RETURNS THE TENANT'S SECURITY DEPOSIT PRIOR TO OR ON THE DATE OF
23 THE TERMINATION OF THE RENTAL AGREEMENT; AND

24 (f) THE LANDLORD PROVIDES A PRORATED DISCOUNT OR REFUND
25 FOR ANY PORTION OF RENT PAID DURING THE TIME THAT THE DWELLING
26 UNIT IS UNINHABITABLE AND FOR WHICH A COMPARABLE DWELLING UNIT
27 OR HOTEL ROOM WAS NOT PROVIDED TO THE TENANT.

1 (12) (a) UNLESS THE CIRCUMSTANCES DESCRIBED IN SUBSECTION
2 (3)(b)(I) OF THIS SECTION PREVENTED A LANDLORD FROM COMMENCING
3 REMEDIAL ACTION, THE LANDLORD SHALL COMMENCE REMEDIAL ACTION
4 WITHIN THE PERIOD DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION
5 UPON HAVING NOTICE OF:

- 6 (I) MOLD ASSOCIATED WITH DAMPNES IN A DWELLING UNIT; OR
- 7 (II) ANY OTHER CONDITION CAUSING THE RESIDENTIAL PREMISES
8 TO BE DAMP, WHICH CONDITION, IF UNREMEDIED OR UNREPAIRED, COULD
9 CREATE MOLD OR WOULD MATERIALLY INTERFERE WITH THE LIFE, HEALTH,
10 OR SAFETY OF A TENANT.

11 (b) THE REMEDIAL ACTION REQUIRED PURSUANT TO SUBSECTION
12 (12)(a) OF THIS SECTION MUST INCLUDE PERFORMING ALL OF THE
13 FOLLOWING APPLICABLE TASKS WITHIN A REASONABLE AMOUNT OF TIME:

- 14 (I) MITIGATING IMMEDIATE RISK FROM MOLD BY INSTALLING A
15 CONTAINMENT, STOPPING ACTIVE SOURCES OF WATER CONTRIBUTING TO
16 THE MOLD, INSTALLING A HIGH-EFFICIENCY PARTICULATE AIR FILTRATION
17 DEVICE TO REDUCE A TENANT'S EXPOSURE TO MOLD, AND PERFORMING ALL
18 OF THESE TASKS WITHIN SEVENTY-TWO HOURS AFTER RECEIVING
19 NOTICE OF THE CONDITION;

- 20 (II) MAINTAINING THE CONTAINMENT DESCRIBED IN SUBSECTION
21 (12)(b)(I) OF THIS SECTION THROUGHOUT THE REMEDIATION AND REPAIR
22 PROCESS;

- 23 (III) ESTABLISHING ANY ADDITIONAL PROTECTIONS FOR WORKERS
24 AND OCCUPANTS THAT MAY BE APPROPRIATE GIVEN THE CONDITION;

- 25 (IV) ELIMINATING OR LIMITING MOISTURE SOURCES AND DRYING
26 ALL MATERIALS IMPACTED BY THE MOLD OR DAMPNES;

- 27 (V) DECONTAMINATING OR REMOVING MATERIALS DAMAGED BY

1 MOLD OR DAMPNESS;

2 (VI) EVALUATING WHETHER THE RESIDENTIAL PREMISES HAS BEEN
3 SUCCESSFULLY REMEDIATED, INCLUDING POST-REMEDATION TESTING FOR
4 THE EXISTENCE OF MOLD; AND

5 (VII) REASSEMBLING THE RESIDENTIAL PREMISES TO CONTROL
6 SOURCES OF MOISTURE TO PREVENT OR LIMIT THE RECURRENCE OF MOLD
7 OR DAMPNESS.

8 (c) IF THE CONDITION DESCRIBED IN SUBSECTION (12)(a) OF THIS
9 SECTION WOULD INTERFERE WITH THE TENANT'S LIFE, HEALTH, OR SAFETY,
10 THE LANDLORD MUST PROVIDE, AT THE REQUEST OF THE TENANT, A
11 COMPARABLE DWELLING UNIT OR HOTEL ROOM IN ACCORDANCE WITH
12 SUBSECTION (4) OF THIS SECTION.

13 (13) (a) A LANDLORD SHALL NOT REQUIRE A TENANT TO SUBMIT
14 AN INSURANCE CLAIM WITH THE TENANT'S RENTAL INSURANCE CARRIER TO
15 COVER A COST OR EXPENSE RELATED TO REMEDIAL ACTION THAT THE
16 LANDLORD IS RESPONSIBLE FOR PAYING UNDER THIS PART 5.

17 (b) A LANDLORD IS PROHIBITED FROM FILING A CLAIM WITH A
18 TENANT'S RENTAL INSURANCE CARRIER TO COVER A COST OR EXPENSE
19 RELATED TO REMEDIAL ACTION THAT THE LANDLORD IS RESPONSIBLE FOR
20 PAYING UNDER THIS PART 5 WITHOUT EXPRESS WRITTEN PERMISSION FROM
21 THE TENANT PROVIDED AT THE TIME THE CLAIM IS SUBMITTED.

22 (14) A LANDLORD SHALL HIRE A PROFESSIONAL, AS DEFINED IN
23 SECTION 38-12-104 (3), TO REMEDY OR REPAIR A HAZARDOUS CONDITION
24 RELATED TO GAS PIPING, GAS FACILITIES, GAS APPLIANCES, OR OTHER GAS
25 EQUIPMENT AT A RESIDENTIAL PREMISES.

26 **SECTION 4.** In Colorado Revised Statutes, 38-12-504, **amend**
27 (3) as follows:

1 **38-12-504. Tenant's maintenance of premises.** (3) Nothing in
2 this section shall be construed to authorize a modification of a landlord's
3 obligations under ~~the warranty of habitability~~ THIS PART 5.

4 **SECTION 5.** In Colorado Revised Statutes, 38-12-505, **amend**
5 (1)(a), (1)(b)(IV), (1)(b)(VII), (1)(b)(VIII), (1)(b)(IX), (1)(b)(X),
6 (1)(b)(XIII), (2), and (3); and **add** (1)(b)(XV), (1)(b)(XVI), (1)(c), (4),
7 (5), (6), and (7) as follows:

8 **38-12-505. Uninhabitable residential premises - habitability**
9 **procedures - rules - definition.** (1) A residential premises is deemed
10 uninhabitable if:

11 (a) There is mold that is associated with dampness, or there is any
12 other condition causing the residential premises to be damp, which
13 condition, if not remedied, would materially interfere with the health or
14 safety of the tenant, excluding the presence of mold that is minor and
15 found on surfaces that can accumulate moisture as part of their proper
16 functioning and intended use; ~~or~~

17 (b) It substantially lacks any of the following characteristics:

18 (IV) Running water AT ALL TIMES and ~~reasonable amounts of hot~~
19 ~~water at all times~~ IN AN AMOUNT NECESSARY FOR THE TENANT TO
20 PERFORM ALL ORDINARY ACTIVITIES RELATED TO MAINTAINING
21 CLEANLINESS AND HEALTH, furnished to appropriate fixtures and
22 connected to a sewage disposal system approved under applicable law;

23 (VII) Common areas and areas under the control of the landlord
24 that are kept reasonably clean, sanitary, and free from all accumulations
25 of debris, filth, rubbish, and garbage and that have appropriate
26 extermination in response to the infestation of rodents, ~~or~~ vermin, PESTS,
27 OR INSECTS;

1 (VIII) Appropriate extermination in response to the infestation of
2 rodents, ~~or~~ vermin, PESTS, OR INSECTS throughout a residential premises,
3 INCLUDING COMPLIANCE WITH ALL REQUIREMENTS UNDER PART 10 OF THIS
4 ARTICLE 12;

5 (IX) An adequate number of appropriate exterior receptacles for
6 garbage, WASTE, and rubbish, in good repair AND SCHEDULED TO BE
7 SERVICED AND EMPTIED AT SUFFICIENT INTERVALS TO ENSURE
8 CONTAINMENT AND PROPER DISPOSAL OF ALL TRASH, WASTE, AND
9 RUBBISH;

10 (X) Floors, stairways, ELEVATORS, and railings maintained in
11 good repair;

12 (XIII) Compliance with applicable standards from the American
13 National Standards Institute, or its successor organization, AND ALL
14 APPLICABLE PROVISIONS OF BUILDING, FIRE, HEALTH, AND HOUSING CODES
15 for the remediation and ~~clean-up~~ CLEANUP of a residential premises
16 following an environmental public health event; ~~or~~

17 (XV) COMPLIANCE WITH ALL REQUIREMENTS IN SECTION
18 38-12-803; OR

19 (XVI) COMPLIANCE WITH ALL REQUIREMENTS RELATED TO
20 COOLING DEVICES ESTABLISHED IN SUBSECTION (7) OF THIS SECTION; OR

21 (c) IT IS OTHERWISE UNFIT FOR HUMAN HABITATION.

22 (2) ~~No~~ A deficiency in the common area shall NOT render a
23 residential premises uninhabitable as set forth in subsection (1) of this
24 section, unless it materially ~~and substantially limits~~ AFFECTS the tenant's
25 use of ~~his or her~~ THE TENANT'S dwelling unit.

26 (3) (a) Before a landlord leases a residential premises to a tenant,
27 the landlord must ensure that the residential premises is fit for human

1 habitation in accordance with section 38-12-503 (1) and that the
2 residential premises is not in a condition described in ~~section 38-12-503~~
3 ~~(2)(a)~~ SUBSECTION (1) OF THIS SECTION.

4 (b) A LANDLORD THAT LEASES A RESIDENTIAL PREMISES THAT IS
5 NOT IN COMPLIANCE WITH THIS SECTION BREACHES THE WARRANTY OF
6 HABITABILITY PURSUANT TO SECTION 38-12-503 (1), AND THE TENANT
7 MAY PURSUE ANY REMEDY UNDER SECTION 38-12-507.

8 (c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
9 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT
10 LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY
11 TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S
12 WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY
13 LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR
14 REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES,
15 REQUESTING REPAIRS, OR FOR SEEKING TO ENJOY THE TENANT'S RIGHT TO
16 SAFE AND HEALTHY HOUSING.

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

25 (e) IF A LANDLORD PROVIDES A TENANT WITH AN ONLINE TENANT
26 PORTAL OR PLATFORM, THE LANDLORD MUST POST IN A CONSPICUOUS
27 PLACE IN THE ONLINE TENANT PORTAL OR PLATFORM A STATEMENT IN

1 ENGLISH AND SPANISH THAT STATES AN ADDRESS WHERE A TENANT CAN
2 MAIL OR PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE
3 CONDITION AND AN EMAIL ADDRESS OR ACCESSIBLE ONLINE PORTAL OR
4 PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN
5 UNINHABITABLE CONDITION.

6 (4) THERE IS A REBUTTABLE PRESUMPTION THAT THE FOLLOWING
7 CONDITIONS AT A RESIDENTIAL PREMISES MATERIALLY INTERFERE WITH A
8 TENANT'S LIFE, HEALTH, OR SAFETY PURSUANT TO SECTION 38-12-503
9 (2)(a)(II):

10 (a) LACK OF WATERPROOFING AND WEATHER PROTECTION FOR THE
11 ROOF, EXTERIOR WALLS, EXTERIOR DOORS, AND EXTERIOR WINDOWS OF A
12 DWELLING UNIT SO THAT WEATHER-RELATED ELEMENTS CAN ENTER THE
13 DWELLING UNIT;

14 (b) ANY HAZARDOUS CONDITION OF GAS PIPING, GAS FACILITIES,
15 GAS APPLIANCES, OR OTHER GAS EQUIPMENT;

16 (c) INADEQUATE RUNNING WATER OR INADEQUATE RUNNING HOT
17 WATER, EXCEPT FOR TEMPORARY DISRUPTIONS IN WATER SERVICE DUE TO
18 NECESSARY MAINTENANCE, REPAIR, OR CONSTRUCTION THAT IS BEING
19 PERFORMED OR TEMPORARY DISRUPTIONS IN WATER SERVICE THAT A
20 LANDLORD COULD NOT REASONABLY PREVENT OR CONTROL;

21 (d) LACK OF FUNCTIONING HEATING FACILITIES AND EQUIPMENT
22 FIXTURES THAT ARE INSTALLED AND OPERATING IN COMPLIANCE WITH
23 APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE
24 MAINTAINED IN GOOD WORKING ORDER FROM OCTOBER THROUGH APRIL
25 OF EACH YEAR;

26 (e) ANY HAZARDOUS CONDITION OF ELECTRICAL WIRING,
27 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR OTHER ELECTRICAL

1 EQUIPMENT;

2 (f) LACK OF ELECTRICITY OR DISRUPTIONS OF ELECTRICITY THAT
3 ARE CAUSED BY A LANDLORD'S FAILURE TO MAINTAIN ELECTRICAL WIRING,
4 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR ELECTRICAL
5 EQUIPMENT;

6 (g) LACK OF WORKING LOCKS OR SECURITY DEVICES ON ALL
7 EXTERIOR DOORS THAT ALLOW ENTRY INTO A RESIDENTIAL PREMISES OR
8 A DWELLING UNIT AND ALL EXTERIOR WINDOWS THAT ARE DESIGNED TO
9 BE OPENED;

10 (h) LACK OF WORKING PLUMBING OR SEWAGE DISPOSAL OR ANY
11 CONDITION THAT ALLOWS SEWAGE, WATER, MOISTURE, OR OTHER
12 CONTAMINANTS TO ENTER THE RESIDENTIAL PREMISES OTHER THAN
13 THROUGH PROPERLY WORKING PLUMBING AND SEWAGE DISPOSAL
14 SYSTEMS;

15 (i) AN INFESTATION OF RODENTS, VERMIN, PESTS, OR INSECTS;

16 (j) ANY INACCESSIBLE FIRE EXITS OR EGRESS IN ACCORDANCE
17 WITH APPLICABLE BUILDING, HOUSING, FIRE, AND HEALTH CODES;

18 (k) ANY MISSING, DAMAGED, IMPROPER, OR MISALIGNED CHIMNEY
19 OR VENTING ON ANY FUEL-FIRED HEATING, VENTILATION, OR COOLING
20 SYSTEM; OR

21 (l) AN INOPERABLE ELEVATOR WHEN THE TENANT HAS A
22 DISABILITY THAT PREVENTS THE TENANT FROM BEING ABLE TO USE THE
23 STAIRS TO ACCESS THE TENANT'S DWELLING UNIT OR THE TENANT RELIES
24 ON AN ELEVATOR TO ACCESS THE TENANT'S DWELLING UNIT AND THERE
25 ARE NO OTHER OPERABLE ELEVATORS THAT PROVIDE ACCESS TO THE
26 TENANT'S UNIT.

27 (5) A LANDLORD MAY REBUT THE PRESUMPTION IN SUBSECTION (4)

1 OF THIS SECTION BY DEMONSTRATING, THROUGH CLEAR AND CONVINCING
2 EVIDENCE, THAT A CONDITION LISTED IN SUBSECTION (4) OF THIS SECTION
3 DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR
4 SAFETY.

5 (6) NOTHING IN THIS SECTION PREVENTS A COURT OR JURY FROM
6 FINDING THAT ANY CONDITION OR COMBINATION OF CONDITIONS
7 DESCRIBED IN THIS SECTION MATERIALLY INTERFERES WITH A TENANT'S
8 LIFE, HEALTH, OR SAFETY.

9 (7) (a) A LANDLORD SHALL NOT PROHIBIT OR RESTRICT A TENANT
10 FROM INSTALLING OR USING A PORTABLE COOLING DEVICE, INCLUDING
11 UNDER ANY RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN THE
12 LANDLORD AND THE TENANT; EXCEPT THAT THE LANDLORD MAY PROHIBIT
13 OR RESTRICT THE INSTALLATION OR USE OF A PORTABLE COOLING DEVICE
14 IF THE INSTALLATION OR USE OF THE PORTABLE COOLING DEVICE WOULD:

15 (I) VIOLATE ANY BUILDING CODES, STATE LAW, OR FEDERAL LAW;

16 (II) VIOLATE THE PORTABLE COOLING DEVICE MANUFACTURER'S
17 WRITTEN SAFETY GUIDELINES FOR INSTALLING OR USING THE DEVICE;

18 (III) DAMAGE THE PREMISES OR RENDER THE PREMISES
19 UNINHABITABLE; OR

20 (IV) REQUIRE MORE AMPERAGE TO POWER THE PORTABLE
21 COOLING DEVICE THAN CAN BE ACCOMMODATED BY THE RESIDENTIAL
22 PREMISES', DWELLING UNIT'S, OR CIRCUIT'S ELECTRICAL CAPACITY.

23 (b) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF
24 PORTABLE COOLING DEVICES AT A RESIDENTIAL PREMISES WITH MULTIPLE
25 DWELLING UNITS UNDER SUBSECTION (7)(a)(IV) OF THIS SECTION SHALL
26 PRIORITIZE A TENANT WHO REQUESTS THE INSTALLATION OR USAGE OF A
27 PORTABLE COOLING DEVICE TO ACCOMMODATE THE TENANT'S DISABILITY

1 OVER OTHER TENANTS' REQUESTS TO INSTALL OR USE A PORTABLE
2 COOLING DEVICE.

3 (c) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF A
4 PORTABLE COOLING DEVICE AT A RESIDENTIAL PREMISES UNDER
5 SUBSECTION (7)(a) OF THIS SECTION SHALL:

6 (I) DISCLOSE ANY RESTRICTIONS ON THE INSTALLATION OR USE OF
7 PORTABLE COOLING DEVICES TO A TENANT OR PROSPECTIVE TENANT IN
8 WRITING;

9 (II) PROVIDE INFORMATION ABOUT WHETHER THE LANDLORD
10 INTENDS TO OPERATE ONE OR MORE COMMON SPACES AT THE RESIDENTIAL
11 PREMISES THAT WILL BE COOLED BY A PORTABLE COOLING DEVICE OR
12 PERMANENT COOLING DEVICE AND AVAILABLE TO THE TENANT DURING AN
13 EXTREME HEAT EVENT; AND

14 (III) IF THE LANDLORD DOES NOT INTEND TO OPERATE COMMON
15 SPACES AT THE RESIDENTIAL PREMISES THAT WILL BE COOLED BY A
16 PORTABLE COOLING DEVICE OR PERMANENT COOLING DEVICE, PROVIDE
17 INFORMATION ON COMMUNITY COOLING SPACES THAT ARE LOCATED NEAR
18 THE RESIDENTIAL PREMISES AND ACCESSIBLE TO THE TENANT DURING AN
19 EXTREME HEAT EVENT; EXCEPT THAT A LANDLORD IS NOT REQUIRED TO
20 PROVIDE INFORMATION ON COMMUNITY COOLING SPACES IF THERE ARE NO
21 KNOWN COMMUNITY COOLING SPACES WITHIN TEN MILES OF THE
22 RESIDENTIAL PREMISES.

23 (d) (I) AS USED IN THIS SUBSECTION (7), UNLESS THE CONTEXT
24 OTHERWISE REQUIRES, "COMMUNITY COOLING SPACES" MEANS PUBLIC
25 SPACES THAT ARE AVAILABLE TO A TENANT AND THAT ARE LOCATED ON
26 OR NEAR THE RESIDENTIAL PREMISES AND THAT MAINTAIN A
27 TEMPERATURE THAT IS NOT HIGHER THAN EIGHTY DEGREES FAHRENHEIT.

1 (II) "COMMUNITY COOLING SPACES" MAY INCLUDE RECREATION
2 CENTERS, COMMUNITY CENTERS, AND PUBLIC LIBRARIES.

3 (e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S
4 OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE
5 ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION
6 24-34-502.2.

7 **SECTION 6.** In Colorado Revised Statutes, **repeal and reenact,**
8 **with amendments,** 38-12-507 as follows:

9 **38-12-507. Breach of warranty of habitability - tenant's**
10 **remedies.** (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY
11 AS SET FORTH IN SECTION 38-12-503, A TENANT MAY EXERCISE ONE OR
12 MORE OF THE FOLLOWING REMEDIES:

13 (a) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
14 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF THE
15 CONDITION THAT CAUSED THE BREACH REMAINS UNREMEDIED OR
16 UNREPAIRED AND THE TENANT PROVIDES THE LANDLORD TEN TO SIXTY
17 DAYS' WRITTEN NOTICE THAT STATES:

18 (A) THE UNINHABITABLE CONDITION OR CONDITIONS THAT REMAIN
19 UNREMEDIED OR UNREPAIRED;

20 (B) THE TENANT'S INTENT TO TERMINATE THE LEASE AND VACATE
21 THE DWELLING UNIT; AND

22 (C) THE DATE UPON WHICH THE TENANT INTENDS TO TERMINATE
23 THE LEASE, WHICH DATE MUST BE AT LEAST TEN DAYS AFTER THE DATE
24 THAT THE NOTICE IS PROVIDED TO THE LANDLORD.

25 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
26 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
27 ACCORDANCE WITH SUBSECTION (1)(a)(I)(C) OF THIS SECTION, THE

1 LANDLORD AND TENANT MAY AGREE, IN WRITING AT THE TIME THE
2 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
3 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
4 TERMINATE THE LEASE AND CONTINUE THE HOUSING ARRANGEMENT
5 UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL AGREEMENT.

6 (b) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
7 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF A
8 CONDITION THAT CAUSED A BREACH OF WARRANTY OF HABITABILITY
9 RECURS WITHIN SIX MONTHS AFTER THE CONDITION WAS ORIGINALLY
10 REMEDIED OR REPAIRED AND THE TENANT, WITHIN THIRTY DAYS AFTER
11 THE CONDITION RECURS, PROVIDES THE LANDLORD:

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

14 (B) THE DATE THAT THE TENANT INTENDS TO TERMINATE THE
15 RENTAL AGREEMENT AND VACATE THE DWELLING UNIT, WHICH DATE MUST
16 BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO
17 THE LANDLORD.

18 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
19 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
20 ACCORDANCE WITH SUBSECTION (1)(b)(I)(B) OF THIS SECTION, THE
21 LANDLORD AND TENANT MAY AGREE IN WRITING, AT THE TIME THE
22 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
23 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
24 TERMINATE THE RENTAL AGREEMENT AND CONTINUE THE HOUSING
25 ARRANGEMENT UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL
26 AGREEMENT.

27 == ===== ==

1 (c) (I) THE TENANT MAY DEDUCT FROM ONE OR MORE RENT
2 PAYMENTS THE COST OF REPAIRING OR REMEDYING A CONDITION THAT IS
3 THE BASIS OF A BREACH OF THE WARRANTY OF HABITABILITY, AS
4 DESCRIBED IN SECTION 38-12-503, IF:

5 (A) THE TENANT GIVES THE LANDLORD AT LEAST TEN DAYS'
6 ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO HIRE A LICENSED
7 OR OTHERWISE QUALIFIED PROFESSIONAL TO REMEDY OR REPAIR THE
8 CONDITION OR CONDITIONS; EXCEPT THAT THE TENANT MAY PROVIDE
9 ONLY FORTY-EIGHT HOURS' ADVANCE WRITTEN NOTICE IF THE TENANT HAS
10 A GOOD FAITH BELIEF THAT THE CONDITION MATERIALLY INTERFERES
11 WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

12 (B) THE LANDLORD FAILS TO SUFFICIENTLY REMEDY OR REPAIR
13 THE CONDITION WITHIN THE NOTICE PERIOD DESCRIBED IN SUBSECTION
14 (1)(c)(I)(A) OF THIS SECTION OR THE LANDLORD FAILS TO PROVIDE A
15 COMPARABLE DWELLING UNIT OR HOTEL ROOM PURSUANT TO SECTION
16 38-12-503 (4);

17 (C) THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL IS NOT
18 A RELATIVE OF THE TENANT AND PROVIDES AN ESTIMATE FOR REMEDYING
19 OR REPAIRING THE CONDITION OR CONDITIONS THAT IS REASONABLY
20 CONSISTENT WITH INDUSTRY STANDARDS;

21 (D) THE TENANT HIRES THE LICENSED OR OTHERWISE QUALIFIED
22 PROFESSIONAL TO REMEDY OR REPAIR THE CONDITION; AND

23 (E) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
24 INVOICE, OR PROOF OF PAYMENT FOR WORK COMPLETED BY THE LICENSED
25 OR OTHERWISE QUALIFIED PROFESSIONAL WITHIN A REASONABLE AMOUNT
26 OF TIME AFTER COMPLETION OF THE WORK OR WITHIN THIRTY DAYS AFTER
27 THE LANDLORD REQUESTS THE RECEIPT, INVOICE, OR PROOF OF PAYMENT.

1 (II) A TENANT MAY, IN LIEU OF REPAIRING A BROKEN OR
2 MALFUNCTIONING APPLIANCE, REPLACE THE BROKEN OR MALFUNCTIONING
3 APPLIANCE AND DEDUCT THE COST FROM ONE OR MORE RENT PAYMENTS
4 IF:

5 (A) THE TENANT GIVES THE LANDLORD AT LEAST THREE DAYS'
6 ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO PURCHASE AND
7 REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE WITH A
8 REPLACEMENT APPLIANCE;

9 (B) THE LANDLORD FAILS TO SUFFICIENTLY REPAIR OR REPLACE
10 THE BROKEN OR MALFUNCTIONING APPLIANCE WITHIN THE NOTICE PERIOD
11 DESCRIBED IN SUBSECTION (1)(c)(I)(A) OF THIS SECTION;

12 (C) THE REPLACEMENT APPLIANCE IS OF COMPARABLE QUALITY
13 AND HAS SUBSTANTIALLY THE SAME FEATURES AS THE ORIGINAL
14 APPLIANCE; AND

15 (D) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
16 INVOICE, OR PROOF OF PAYMENT FOR THE REPLACEMENT APPLIANCE
17 WITHIN A REASONABLE AMOUNT OF TIME AFTER COMPLETION OF THE
18 WORK OR WITHIN THIRTY DAYS AFTER THE LANDLORD REQUESTS THE
19 RECEIPT, INVOICE, OR PROOF OF PAYMENT.

20 (III) A TENANT THAT DEDUCTS RENTAL PAYMENTS OVER TWO OR
21 MORE RENTAL PERIODS PURSUANT TO SUBSECTION (1)(c)(I) OR (1)(c)(II)
22 OF THIS SECTION IS ONLY REQUIRED TO PROVIDE ONE NOTICE TO THE
23 LANDLORD OF THE TENANT'S INTENT TO DEDUCT RENTAL PAYMENTS

24 (IV) IF A TENANT WRONGFULLY DEDUCTS A RENTAL PAYMENT BY
25 NOT SUBSTANTIALLY COMPLYING WITH THE REQUIREMENTS OF THIS
26 SUBSECTION (1)(c), A LANDLORD MAY PURSUE ANY LEGAL REMEDY
27 AVAILABLE UNDER LAW. IF A COURT FINDS THAT THE TENANT PURPOSELY

1 DEDUCTED A RENTAL PAYMENT IN BAD FAITH, THE COURT SHALL AWARD
2 THE LANDLORD DAMAGES EQUAL TO DOUBLE THE AMOUNT OF MONEY
3 UNLAWFULLY DEDUCTED.

4 (d) A TENANT MAY ASSERT AS A CLAIM OR COUNTERCLAIM, IN A
5 COURT OF COMPETENT JURISDICTION, A LANDLORD'S BREACH OF THE
6 WARRANTY OF HABITABILITY AS DESCRIBED IN SECTION 38-12-503 AND
7 THE TENANT MAY RECOVER ACTUAL DAMAGES DIRECTLY ARISING FROM
8 THE BREACH OF THE WARRANTY OF HABITABILITY, WHICH SHALL INCLUDE
9 ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT
10 DURING ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE
11 UNINHABITABLE PURSUANT TO SUBSECTION (3) OF THIS SECTION. A
12 TENANT MAY ALSO RECOVER COURT COSTS, REASONABLE ATTORNEY FEES,
13 PUNITIVE DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE
14 COURT.

15 (e) (I) A TENANT MAY OBTAIN PRELIMINARY OR PERMANENT
16 INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY,
17 INCLUDING AN ORDER FOR SPECIFIC PERFORMANCE, IN ANY COUNTY OR
18 DISTRICT COURT OF COMPETENT JURISDICTION. IF PERMANENT INJUNCTIVE
19 RELIEF OR SPECIFIC PERFORMANCE IS ORDERED, THE COURT'S JURISDICTION
20 CONTINUES OVER THE MATTER FOR THE PURPOSE OF ENSURING
21 COMPLIANCE WITH THE ORDER. AN ORDER REQUIRING INJUNCTIVE RELIEF
22 OR SPECIFIC PERFORMANCE MAY INCLUDE:

23 (A) AN ORDER TO REMEDY ANY EXISTING VIOLATIONS OF THIS
24 PART 5, INCLUDING RELIEF TO ANY SIMILARLY SITUATED TENANTS WHO
25 ARE REASONABLY LIKELY TO BE AFFECTED BY THE CONDITION AS
26 DESCRIBED IN SECTION 38-12-503 OR BY OTHER VIOLATIONS OF THIS PART
27 5;

1 (B) AN ORDER FOR A LANDLORD TO MODIFY OR CEASE PRACTICES
2 THAT GIVE RISE TO A VIOLATION OF THIS PART 5; AND

3 (C) AN ORDER FOR THE LANDLORD TO ADOPT POLICIES OR
4 PRACTICES THAT ENSURE COMPLIANCE WITH THIS PART 5 TO MINIMIZE OR
5 ELIMINATE THE LIKELIHOOD OF FUTURE VIOLATIONS.

6 (II) IN A PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT MAY
7 DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY OF
8 HABITABILITY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF OR
9 AT A LATER TIME AS DEEMED APPROPRIATE BY THE COURT.

10 (III) IF THE LANDLORD PAYS DAMAGES TO THE COURT PURSUANT
11 TO THIS SUBSECTION (1)(e), AND UPON APPLICATION BY THE TENANT, THE
12 COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID
13 BY THE LANDLORD. IF THE TENANT VACATES THE LEASED RESIDENTIAL
14 PREMISES, THE LANDLORD SHALL NOT RENT THE RESIDENTIAL PREMISES
15 AGAIN UNTIL THE UNIT IS IN COMPLIANCE WITH THE WARRANTY OF
16 HABITABILITY SET FORTH IN SECTION 38-12-503 (1).

17 (f) (I) A TENANT MAY OBTAIN AN IMMEDIATE TEMPORARY
18 RESTRAINING ORDER WITHOUT NOTICE TO THE LANDLORD IN ANY COUNTY
19 COURT OR DISTRICT COURT OF COMPETENT JURISDICTION, WHICH SHALL
20 REQUIRE THE LANDLORD TO COMPLY WITH THIS PART 5.

21 (II) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY
22 RESTRAINING ORDER THAT REQUIRES THE LANDLORD TO COMPLY WITH
23 THIS PART 5 MAY BE ISSUED IF THE COURT FINDS, FROM SPECIFIC FACTS
24 SHOWN BY THE TENANT'S AFFIDAVIT, VERIFIED COMPLAINT, OR
25 TESTIMONY, THAT:

26 (A) THE TENANT'S DWELLING UNIT IS IN A CONDITION THAT
27 MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

1 (B) THE LANDLORD HAS NOTICE OF THE CONDITION;

2 (C) THE LANDLORD HAS FAILED TO COMPLY WITH THIS PART 5;

3 AND

4 (D) THE TENANT CERTIFIES TO THE COURT IN WRITING OR ON THE
5 RECORD ANY EFFORTS THE TENANT HAS MADE TO OBTAIN THE LANDLORD'S
6 COMPLIANCE WITH THIS PART 5.

7 (III) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY
8 RESTRAINING ORDER MAY BE GRANTED, DISSOLVED, OR MODIFIED IN
9 ACCORDANCE WITH THE REQUIREMENTS OF ANY APPLICABLE COLORADO
10 RULES OF CIVIL PROCEDURE; EXCEPT THAT THE TENANT IS NOT REQUIRED
11 TO POST SECURITY OR PROVIDE PROOF OF IRREPARABLE INJURY, LOSS, OR
12 DAMAGE.

13 (IV) A COURT OF COMPETENT JURISDICTION SHALL CONSIDER AND
14 RULE ON ANY MOTION FOR AN IMMEDIATE TEMPORARY RESTRAINING
15 ORDER PURSUANT TO THIS SUBSECTION (1)(f) AT THE EARLIEST POSSIBLE
16 TIME, AND THE MOTION TAKES PRECEDENCE OVER ALL MATTERS EXCEPT
17 OLDER MOTIONS FOR IMMEDIATE TEMPORARY RESTRAINING ORDERS.

18 (2) (a) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY
19 AS DESCRIBED IN SECTION 38-12-503, A TENANT MAY RAISE THE BREACH
20 AS AN AFFIRMATIVE DEFENSE TO A LANDLORD'S ACTION FOR POSSESSION
21 OR AN ACTION FOR COLLECTION OF RENT.

22 (b) A TENANT MAY RAISE A BREACH OF THE WARRANTY OF
23 HABITABILITY AS AN AFFIRMATIVE DEFENSE IN THE TENANT'S ANSWER OR
24 PRETRIAL COURT FILING. A COURT SHALL LIBERALLY CONSTRUE A
25 TENANT'S ANSWER OR OTHER FILING TO DETERMINE WHETHER THE TENANT
26 IS RAISING AN AFFIRMATIVE DEFENSE.

27 (c) TO PROVE AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS

1 SUBSECTION (2), A TENANT IS NOT REQUIRED TO:

2 (I) DEPOSIT A BOND TO ASSERT OR PERFECT A BREACH OF THE
3 WARRANTY OF HABITABILITY AS AN AFFIRMATIVE DEFENSE;

4 (II) HAVE ACCRUED ANY EXPENSE RELATED TO THE BREACH OF
5 THE WARRANTY OF HABITABILITY; OR

6 (III) HAVE EXERCISED ANY OTHER REMEDY IN THIS SECTION IN
7 RESPONSE TO THE LANDLORD'S BREACH OF THE WARRANTY OF
8 HABITABILITY, INCLUDING THE DEDUCTING OF RENTAL PAYMENTS AS
9 DESCRIBED IN SUBSECTION (1)(c) OF THIS SECTION.

10 (d) (I) IF A TENANT RAISES A BREACH OF THE WARRANTY OF
11 HABITABILITY AS AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS
12 SUBSECTION (2), THE COURT SHALL ORDER THAT THE LANDLORD OR
13 TENANT PROVIDE ANY DOCUMENTATION RELEVANT TO THE BREACH OF
14 THE WARRANTY OF HABITABILITY THAT EITHER PARTY REQUESTS
15 PURSUANT TO SECTION 13-40-111 (6)(b) TO THE OPPOSING PARTY NO LESS
16 THAN NINETY-SIX HOURS BEFORE THE DAY OF TRIAL. SUCH
17 DOCUMENTATION MAY INCLUDE ANY RECORDS, NOTICES, REPORTS,
18 CORRESPONDENCE, OR OTHER DOCUMENTATION MAINTAINED BY THE
19 LANDLORD IN ACCORDANCE WITH SECTION 38-12-503 (5).

20 (II) IF A LANDLORD FAILS TO PROVIDE ALL RELEVANT
21 DOCUMENTATION, THE COURT SHALL ORDER A CONTINUANCE OF THE
22 TRIAL, AND REPEATED FAILURE BY THE LANDLORD TO PROVIDE ALL
23 RELEVANT DOCUMENTATION MAY BE GOOD CAUSE FOR APPROPRIATE
24 SANCTIONS AGAINST THE LANDLORD.

25 (III) IF EITHER THE LANDLORD OR TENANT FAILS TO TIMELY
26 PROVIDE ALL RELEVANT DOCUMENTATION WITHOUT GOOD CAUSE, THE
27 COURT MAY PROHIBIT OR LIMIT THE ADMISSION OF DOCUMENTS AT TRIAL

1 IF THE COURT FINDS THAT THE OPPOSING PARTY WOULD BE
2 SUBSTANTIALLY PREJUDICED BY THE DELAY IN PROVIDING SUCH
3 DOCUMENTATION.

4 (e) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS
5 SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON
6 NONPAYMENT OF ANY MONETARY AMOUNT DUE PURSUANT TO THE
7 RENTAL AGREEMENT, THE TENANT MUST ONLY ESTABLISH THAT THE
8 LANDLORD BREACHED THE WARRANTY OF HABITABILITY:

9 (A) WITHIN SIXTY DAYS BEFORE OR AT ANY TIME DURING THE
10 PERIOD IN WHICH THE TENANT IS ALLEGED TO OWE RENT OR ANY OTHER
11 MONETARY AMOUNT DUE PURSUANT TO THE RENTAL AGREEMENT; OR

12 (B) AT ANY TIME DURING THE TENANCY, AND THE UNINHABITABLE
13 CONDITION CONTINUED TO EXIST INTO THE PERIOD IN WHICH THE TENANT
14 IS ALLEGED TO OWE RENT OR THE MONETARY AMOUNT DUE PURSUANT TO
15 THE RENTAL AGREEMENT.

16 (II) A TENANT DOES NOT NEED TO DEMONSTRATE THAT THE
17 UNINHABITABLE CONDITION AS DESCRIBED IN SECTION 38-12-503 EXISTS
18 AT THE TIME OF TRIAL.

19 (f) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS
20 SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON AN
21 ALLEGED NONMONETARY VIOLATION OF THE LEASE, A TENANT MUST
22 DEMONSTRATE THAT THE ALLEGED NONMONETARY LEASE VIOLATION
23 PRIMARILY AROSE FROM A BREACH OF THE WARRANTY OF HABITABILITY.

24 (II) IT IS NOT AN AFFIRMATIVE DEFENSE DESCRIBED IN THIS
25 SUBSECTION (2) TO AN ACTION FOR POSSESSION IF THE LANDLORD PROVES
26 THE TENANT COMMITTED A SUBSTANTIAL VIOLATION PURSUANT TO
27 SECTION 13-40-107.5.

1 (g) IF A TENANT PROVES AN AFFIRMATIVE DEFENSE PURSUANT
2 TO THIS SUBSECTION (2) BY A PREPONDERANCE OF THE EVIDENCE, THE
3 COURT SHALL:

4 (I) DENY POSSESSION TO THE LANDLORD AND DEEM THE TENANT
5 TO BE THE PREVAILING PARTY, CONDITIONED ON THE PAYMENT OF ANY
6 RENT OWED TO THE LANDLORD OR INTO THE COURT REGISTRY WITHIN
7 THIRTY DAYS AFTER THE AMOUNT OWED IS DETERMINED PURSUANT TO
8 SUBSECTION (2)(g)(VII) OF THIS SECTION;

9 (II) ORDER THE LANDLORD TO REMEDY OR REPAIR ANY EXISTING
10 UNINHABITABLE CONDITION WITHIN A SPECIFIC TIME FRAME, INCLUDING:

11 (A) THE CONTINUANCE OF ANY ONGOING REMEDIAL ACTION
12 TAKEN BY THE LANDLORD;

13 (B) COMPLIANCE WITH ANY LANDLORD OBLIGATIONS PURSUANT
14 TO THIS PART 5;

15 (C) SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF PURSUANT TO
16 SUBSECTIONS (1)(e) AND (1)(f) OF THIS SECTION; OR

17 (D) ANY OTHER RELIEF THE COURT DEEMS NECESSARY;

18 (III) ORDER A REDUCTION IN THE FAIR RENTAL VALUE OF THE
19 DWELLING UNIT IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION.
20 ANY SUCH REDUCTION IN FAIR RENTAL VALUE APPLIES FROM WHEN THE
21 UNINHABITABLE CONDITION BEGAN UNTIL THE CONDITION WAS REMEDIED
22 OR REPAIRED.

23 (IV) ORDER THE LANDLORD TO REIMBURSE THE TENANT ANY
24 DIFFERENCE IN RENT BETWEEN THE REDUCED FAIR RENTAL VALUE AND
25 ANY GREATER AMOUNT OF RENT THAT THE TENANT PAID PURSUANT TO
26 THE RENTAL AGREEMENT WHILE A BREACH OF THE WARRANTY OF
27 HABITABILITY AT THE RESIDENTIAL PREMISES EXISTED;

1 (V) DETERMINE AND AWARD THE TENANT ACTUAL DAMAGES
2 ARISING FROM ANY BREACH OF THE WARRANTY OF HABITABILITY; EXCEPT
3 THAT THE TENANT MAY ELECT TO CONTINUE THE CASE FOR FURTHER
4 HEARING ON THE DETERMINATION AND AWARD OF DAMAGES;

5 (VI) AWARD THE TENANT COSTS AND ATTORNEY FEES; AND

6 (VII) DETERMINE WHETHER THE LANDLORD HAS PROVEN THAT
7 ANY OUTSTANDING RENT IS OWED UP TO THE DATE OF TRIAL AFTER
8 ADJUSTING THE RENT IN ACCORDANCE WITH THE FAIR RENTAL VALUE
9 CALCULATED PURSUANT TO SUBSECTION (3) OF THIS SECTION AND
10 DEDUCTING ANY OF THE FOLLOWING:

11 (A) ANY OTHER EXPENSES INCURRED BY THE TENANT OR ACTUAL
12 DAMAGES ARISING FROM THE BREACH OF THE WARRANTY OF
13 HABITABILITY;

14 (B) ANY ATTORNEY FEES AND COURT COSTS AWARDED TO THE
15 TENANT; AND

16 (C) ANY AWARDED MONETARY DAMAGES ARISING FROM SEPARATE
17 COUNTERCLAIMS AGAINST THE LANDLORD THAT THE TENANT ASSERTED
18 AND PREVAILED ON.

19 (h) (I) IF THE TENANT CLAIMS, BUT FAILS TO PROVE AT TRIAL, THE
20 AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) BY A
21 PREPONDERANCE OF THE EVIDENCE IN A NONPAYMENT EVICTION, AND THE
22 LANDLORD OTHERWISE PREVAILS ON THE LANDLORD'S NONPAYMENT
23 EVICTION CLAIM, THE COURT SHALL PROVIDE THE TENANT FOURTEEN DAYS
24 TO REMIT TO THE LANDLORD OR THE COURT ANY AMOUNT OF RENT OR
25 OTHER MONETARY AMOUNT DUE UNDER THE RENTAL AGREEMENT THAT IS
26 OWED TO THE LANDLORD. IF THE TENANT PAYS THE AMOUNT THAT IS
27 OWED TO THE LANDLORD WITHIN FOURTEEN DAYS, THE COURT SHALL

1 DISMISS THE NONPAYMENT CLAIM WITH PREJUDICE. IF THE TENANT FAILS
2 TO PAY THE AMOUNT THAT IS OWED WITHIN FOURTEEN DAYS, THE COURT
3 MAY ENTER A JUDGMENT FOR POSSESSION.

4 (II) IF THE COURT DETERMINES THAT THE TENANT BROUGHT THE
5 AFFIRMATIVE DEFENSE FRIVOLOUSLY OR FOR THE PURPOSE OF DELAY,
6 THE COURT'S JUDGMENT FOR POSSESSION IS NOT SUBJECT TO THE
7 FOURTEEN-DAY WAITING PERIOD IN ACCORDANCE WITH SUBSECTION
8 (2)(h)(I) OF THIS SECTION.

9 (3) IF A COURT OR JURY FINDS A BREACH OF THE WARRANTY OF
10 HABITABILITY, THEN THE FAIR RENTAL VALUE OF THE DWELLING UNIT IS
11 REBUTTABLY PRESUMED TO BE:

12 (a) ZERO DOLLARS IF THE UNDERLYING CONDITION OR
13 COMBINATION OF CONDITIONS MATERIALLY INTERFERES WITH THE
14 TENANT'S LIFE, HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503
15 FOR THE ENTIRE PERIOD IN WHICH THE CONDITION OR CONDITIONS
16 REMAINED UNREMEDIED OR UNREPAIRED; OR

17 (b) FIFTY PERCENT OF THE RENT ACCORDING TO THE RENTAL
18 AGREEMENT IF THE UNDERLYING CONDITION OR COMBINATION OF
19 CONDITIONS DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE,
20 HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503 FOR THE ENTIRE
21 PERIOD IN WHICH THE CONDITION OR CONDITIONS REMAINED UNREMEDIED
22 OR UNREPAIRED.

23 (4) IF A RENTAL AGREEMENT CONTAINS A PROVISION THAT ALLOWS
24 A PREVAILING PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT
25 TO OBTAIN ATTORNEY FEES AND COSTS, AND IF THE COURT DETERMINES
26 THAT THERE IS A PREVAILING PARTY, THEN THE PREVAILING PARTY IN AN
27 ACTION BROUGHT UNDER THIS PART 5 IS ENTITLED TO RECOVER

1 REASONABLE ATTORNEY FEES AND COSTS; EXCEPT THAT A COURT SHALL
2 ONLY AWARD A LANDLORD REASONABLE ATTORNEY FEES AND COSTS IF
3 THE COURT FINDS THAT A TENANT HAS FILED A FRIVOLOUS COMPLAINT OR
4 COUNTERCLAIM UNDER THIS PART 5.

5 (5) (a) A RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN A
6 LANDLORD AND A TENANT ENTERED INTO ON OR AFTER THE EFFECTIVE
7 DATE OF THIS SECTION, AS AMENDED, THAT WAIVES OR MODIFIES A RIGHT
8 OR REMEDY PROVIDED IN THIS PART 5 IS UNLAWFUL, VOID, AND
9 UNENFORCEABLE, INCLUDING ANY PROVISION IN A RENTAL AGREEMENT OR
10 OTHER AGREEMENT THAT CHARGES A COST, FEE, OR PENALTY TO A
11 TENANT BECAUSE THE TENANT EXERCISED OR ATTEMPTED TO EXERCISE A
12 RIGHT OR REMEDY PROVIDED IN THIS PART 5.

13 (b) THE EXERCISE OF ONE OR MORE RIGHTS OR REMEDIES
14 PROVIDED IN THIS SECTION DOES NOT LIMIT A TENANT'S RIGHTS TO
15 EXERCISE OR ATTEMPT TO EXERCISE ANY OTHER RIGHT OR REMEDY
16 PROVIDED BY LAW.

17 (c) A WRITTEN NOTICE REQUIRED BY A REMEDY DESCRIBED IN THIS
18 SECTION IS VALID IF IT SUBSTANTIALLY COMPLIES WITH THE
19 REQUIREMENTS OF THIS SECTION.

20 **SECTION 7.** In Colorado Revised Statutes, 38-12-508, **amend**
21 (1) and (5); and **repeal** (2) and (4) as follows:

22 **38-12-508. Landlord's defenses to a claim of breach of**
23 **warranty - limitations on claiming a breach.** (1) It shall be IS a defense
24 to a tenant's claim of breach of the warranty of habitability that the
25 tenant's actions or inactions prevented the landlord from curing
26 REMEDYING OR REPAIRING the condition underlying the breach of the
27 warranty of habitability. FOR A LANDLORD TO PREVAIL ON SUCH DEFENSE

1 TO A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY, A
2 LANDLORD MUST DEMONSTRATE THAT:

3 (a) THE TENANT:

4 (I) REFUSED TO PROVIDE OR ACCEPT A PROPOSED REASONABLE
5 ALTERNATIVE DATE AND TIME FOR ENTRY INTO THE DWELLING UNIT;

6 (II) UNREASONABLY DENIED ENTRY TO THE DWELLING UNIT; OR

7 (III) ENGAGED IN ANY OTHER ACTION OR INACTION THAT
8 UNREASONABLY DELAYED OR OTHERWISE PREVENTED THE LANDLORD
9 FROM COMMENCING, MAINTAINING, OR COMPLETING THE REMEDIAL
10 ACTION; AND

11 (b) THE TENANT'S ACTIONS DESCRIBED IN SUBSECTION (1)(a) OF
12 THIS SECTION MADE IT IMPRACTICABLE FOR THE LANDLORD TO
13 REASONABLY REMEDY OR REPAIR THE CONDITION.

14 ~~(2) Only parties to the rental agreement or other adult residents~~
15 ~~listed on the rental agreement who are also lawfully residing in the~~
16 ~~dwelling unit may assert a claim for a breach of the warranty of~~
17 ~~habitability.~~

18 ~~(4) Except as provided in section 38-12-509 (2), a tenant may not~~
19 ~~assert a breach of the warranty of habitability as a defense to a landlord's~~
20 ~~action for possession based upon a nonmonetary violation of the rental~~
21 ~~agreement or for an action for possession based upon a notice to quit or~~
22 ~~vacate.~~

23 (5) If the condition alleged to breach the warranty of habitability
24 is the result of the action or inaction of a ~~tenant in another dwelling unit~~
25 ~~or another~~ third party not under the direction and control of the landlord
26 and the landlord has taken reasonable, necessary, and timely steps to
27 ~~abate~~ REMEDY OR REPAIR the condition, but is unable to ~~abate~~ REMEDY OR

1 REPAIR the condition due to circumstances beyond the landlord's
2 reasonable control, the tenant's only remedy shall be IS termination of the
3 rental agreement consistent with section 38-12-507 (1)(a).

4 **SECTION 8.** In Colorado Revised Statutes, 38-12-509, **amend**
5 (1), (1.5), and (2); and **add** (1.7) and (5) as follows:

6 **38-12-509. Prohibition on retaliation.** (1) (a) A landlord shall
7 not retaliate against a tenant by engaging in any of the activities specified
8 in subsection (1)(b) of this section in response to the tenant:

9 (I) Having made a good faith complaint to the landlord, TO A
10 NONPROFIT ORGANIZATION OR THIRD PARTY, or to a governmental agency
11 alleging a condition described by section 38-12-505 (1) or any condition
12 that materially interferes with the life, health, or safety of the tenant; ~~or~~

13 (II) Organizing or becoming a member of a tenants' association or
14 similar organization; OR

15 (III) EXERCISING OR ATTEMPTING TO EXERCISE IN GOOD FAITH ANY
16 RIGHT OR REMEDY AFFORDED TO A TENANT PURSUANT TO SECTION
17 38-12-507.

18 (b) Prohibited retaliation includes:

19 (I) Increasing rent or decreasing services;

20 (II) Terminating OR NOT RENEWING a ~~lease~~ RENTAL AGREEMENT
21 or contract without written consent of the tenant; ~~except as otherwise~~
22 ~~provided by law;~~

23 (III) Bringing or threatening to bring an action for possession; ~~or~~

24 (IV) Taking action that in any manner intimidates, threatens,
25 discriminates against, HARASSES, or retaliates against a tenant; OR

26 (V) CHARGING THE TENANT OR SEEKING TO COLLECT FROM THE
27 TENANT ANY FEE, COST, OR PENALTY.

1 (1.5) A tenant may assert THAT THE LANDLORD RETALIATED
2 AGAINST THE TENANT IN VIOLATION OF SUBSECTION (1) OF THIS SECTION
3 as a defense to a landlord's action for possession, including ~~an~~ A
4 LANDLORD'S action for possession based on:

5 (a) A MONETARY OR nonmonetary violation of the rental
6 agreement; ~~or an action for possession based upon~~

7 (b) A notice to quit, ~~or vacate, that the landlord retaliated against~~
8 ~~the tenant in violation of subsection (1) of this section.~~ TERMINATE
9 TENANCY, OR VACATE;

10 (c) AN EXPIRATION OF THE TENANT'S RENTAL AGREEMENT; OR

11 (d) THE NONPAYMENT OF RENT RESULTING FROM A RETALIATORY
12 RENT INCREASE.

13 (1.7) TO PROVE A CLAIM OR DEFENSE UNDER THIS SECTION, A
14 TENANT DOES NOT NEED TO PROVE THAT RETALIATION WAS THE SOLE
15 REASON A LANDLORD ENGAGED IN ANY OF THE ACTIVITIES DESCRIBED IN
16 SUBSECTION (1)(b) OF THIS SECTION; A TENANT NEED ONLY DEMONSTRATE
17 THAT THE TENANT'S PROTECTED ACTIVITY UNDER SUBSECTION (1)(a) OF
18 THIS SECTION WAS A MOTIVATING FACTOR THAT INFLUENCED THE
19 LANDLORD'S DECISION TO ENGAGE IN ANY OF THE ACTIVITIES DESCRIBED
20 IN SUBSECTION (1)(b) OF THIS SECTION.

21 (2) If a landlord retaliates against a tenant in violation of
22 subsection (1) of this section, the tenant: ~~may terminate the rental~~
23 ~~agreement and~~

24 (a) SHALL recover DAMAGES IN an amount not more than three
25 months' periodic rent or three times the tenant's actual damages,
26 whichever is greater, plus reasonable attorney fees and costs; AND

27 (b) MAY TERMINATE THE RENTAL AGREEMENT.

1 (5) NOTHING IN THIS SECTION PRECLUDES A LANDLORD FROM
2 SERVING A TENANT WITH A NOTICE TO TERMINATE TENANCY OR A NOTICE
3 TO VACATE TO THE EXTENT ALLOWABLE UNDER THE LAW.

4 SECTION 9. In Colorado Revised Statutes, 38-12-510, **amend**
5 (2) as follows:

6 38-12-510. **Unlawful removal or exclusion.** (2) A tenant
7 affected by ~~any~~ A violation of this section may bring a civil action IN A
8 COUNTY COURT OR DISTRICT COURT OF COMPETENT JURISDICTION to
9 restrain further violations and to recover damages, costs, and reasonable
10 attorney fees. In the case of a violation, the tenant must be awarded
11 statutory damages equal to the tenant's actual damages and the higher
12 amount of either three times the monthly rent or five thousand dollars, as
13 well as any other damages, attorney fees, and costs that may be owed.

14 SECTION 10. In Colorado Revised Statutes, 38-12-511, **amend**
15 (1)(b) and (2); and **add** (3) and (4) as follows:

16 38-12-511. **Application.** (1) Unless created to avoid its
17 application, this part 5 shall not apply to any of the following
18 arrangements:

19 (b) Occupancy under a contract of sale of a dwelling unit or the
20 property of which it is a part, if the occupant is the purchaser, seller, or a
21 person who succeeds to ~~his or her~~ THE OCCUPANT'S interest; EXCEPT THAT
22 THIS SUBSECTION (1)(b) DOES NOT APPLY TO A TENANT OCCUPYING A
23 DWELLING UNIT UNDER A LEASE-TO-OWN CONTRACT;

24 (2) Nothing in this ~~section~~ PART 5 shall be construed to limit
25 remedies available elsewhere in law for a tenant to seek to maintain safe
26 and sanitary housing.

27 (3) EXCEPT AS DESCRIBED IN SUBSECTION (1) OF THIS SECTION,

1 THIS PART 5 APPLIES TO ALL RESIDENTIAL PREMISES OCCUPIED BY A
2 TENANT REGARDLESS OF HOW THE TENANCY, RENTAL AGREEMENT, OR
3 HOUSING ARRANGEMENT IS DENOMINATED.

4 (4) A CLAIM, COUNTERCLAIM, OR ACTION BROUGHT UNDER THIS
5 PART 5 SHALL NOT HAVE ANY PRECLUSIVE EFFECT ON A TENANT'S ABILITY
6 TO ASSERT OTHER CLAIMS IN A SUBSEQUENT ACTION AGAINST THE
7 LANDLORD FOR THE SAME INJURY OR ARISING FROM THE SAME SUBJECT
8 MATTER OR TRANSACTION.

9 **SECTION 11.** In Colorado Revised Statutes, **add 38-12-512** as
10 follows:

11 **38-12-512. Enforcement by the attorney general - district**
12 **court - penalties.** (1) (a) IN ACCORDANCE WITH SECTION 24-31-115 (1),
13 THE ATTORNEY GENERAL MAY COMMENCE A CIVIL ACTION IN ANY
14 DISTRICT COURT OF APPROPRIATE JURISDICTION AGAINST ANY PERSON
15 THAT HAS COMMITTED OR IS ENGAGING IN A PATTERN OR PRACTICE OF
16 VIOLATIONS OF THIS PART 5.

17 (b) THE ATTORNEY GENERAL MAY, UPON TIMELY APPLICATION,
18 INTERVENE BY RIGHT IN A CIVIL ACTION IN ANY COUNTY COURT OR
19 DISTRICT COURT THAT INVOLVES A CLAIM, DEFENSE, OR COUNTERCLAIM
20 BROUGHT PURSUANT TO THIS PART 5.

21 (2) IN EXERCISING THE ATTORNEY GENERAL'S POWERS TO
22 COMMENCE OR INTERVENE IN A CIVIL ACTION PURSUANT TO SUBSECTION
23 (1) OF THIS SECTION, THE ATTORNEY GENERAL MAY PRIORITIZE CASES IN
24 WHICH:

25 (a) A PERSON OR GROUP OF PERSONS HAS ENGAGED IN, OR IS
26 ENGAGED IN A PATTERN OR PRACTICE OF, RESISTANCE TO OR
27 NONCOMPLIANCE WITH THIS PART 5; OR

1 (b) A PERSON HAS VIOLATED THIS PART 5 OR HAS DENIED A PERSON
2 ANY RIGHT OR PROTECTION GRANTED BY THIS PART 5 AND SUCH
3 VIOLATION OR DENIAL RAISES AN ISSUE OF PUBLIC IMPORTANCE.

4 (3) IF THE ATTORNEY GENERAL INTERVENES IN A CIVIL ACTION IN
5 A COUNTY COURT PURSUANT TO SECTION (1)(b) OF THIS SECTION, THE
6 ATTORNEY GENERAL MAY REQUEST THE ACTION BE TRANSFERRED TO A
7 DISTRICT COURT OF COMPETENT JURISDICTION. UPON SUCH REQUEST BY
8 THE ATTORNEY GENERAL, ALL COUNTY COURT PROCEEDINGS SHALL BE
9 DISCONTINUED, AND THE CLERK OF THE COUNTY COURT SHALL CERTIFY
10 ALL RECORDS IN THE CASE AND TRANSFER THE ACTION TO THE
11 APPROPRIATE DISTRICT COURT.

12 (4) (a) WHEN THE ATTORNEY GENERAL HAS CAUSE TO BELIEVE
13 THAT A PERSON HAS ENGAGED IN OR IS ENGAGING IN A VIOLATION OF THIS
14 PART 5, THE ATTORNEY GENERAL MAY, IN ACCORDANCE WITH SECTION
15 24-31-115 (8)(a), APPLY FOR AND OBTAIN A TEMPORARY RESTRAINING
16 ORDER OR INJUNCTION, OR BOTH, THAT PROHIBITS THE PERSON FROM
17 CONTINUING OR ENGAGING IN THE ACTIONS THAT VIOLATE THIS PART 5 OR
18 FROM DOING ANY ACT IN FURTHERANCE OF SUCH ACTION.

19 (b) THE COURT MAY MAKE ORDERS OR JUDGMENTS REGARDING A
20 TEMPORARY RESTRAINING ORDER OR INJUNCTION, OR BOTH, THAT THE
21 ATTORNEY GENERAL APPLIES FOR AS AUTHORIZED PURSUANT TO SECTION
22 24-31-115 (8)(a).

23 (c) THE ATTORNEY GENERAL MAY ALSO ACCEPT AN ASSURANCE OF
24 DISCONTINUANCE OF PRACTICES THAT VIOLATE THIS PART 5 PURSUANT TO
25 SECTION 24-31-115 (8)(b).

26 (5) IN ADDITION TO ANY OTHER REMEDIES AUTHORIZED BY LAW,
27 THE ATTORNEY GENERAL MAY SEEK THE IMPOSITION OF CIVIL PENALTIES

1 ON BEHALF OF THE STATE AS FOLLOWS:

2 (a) A PERSON WHO VIOLATES OR CAUSES ANOTHER PERSON TO
3 VIOLATE ANY PROVISION OF THIS PART 5 SHALL FORFEIT AND PAY TO THE
4 GENERAL FUND A CIVIL PENALTY OF NOT MORE THAN TWENTY THOUSAND
5 DOLLARS FOR EACH VIOLATION OF THIS PART 5. FOR PURPOSES OF THIS
6 SUBSECTION (5)(a), A VIOLATION OF ANY PROVISION OF THIS PART 5
7 CONSTITUTES A SEPARATE VIOLATION WITH RESPECT TO EACH TENANT OR
8 OTHER CONSUMER OR TRANSACTION INVOLVED IN THE VIOLATION.

9 (b) (I) A PERSON WHO VIOLATES OR CAUSES ANOTHER PERSON TO
10 VIOLATE ANY COURT ORDER OR INJUNCTION ISSUED PURSUANT TO THIS
11 PART 5 OR SECTION 24-31-115 (8) SHALL FORFEIT AND PAY TO THE
12 GENERAL FUND A CIVIL PENALTY OF NOT MORE THAN TEN THOUSAND
13 DOLLARS FOR EACH VIOLATION OF THE COURT ORDER OR INJUNCTION.

14 (II) UPON A VIOLATION OF A COURT ORDER OR INJUNCTION, THE
15 ATTORNEY GENERAL MAY PETITION THE COURT FOR THE RECOVERY OF THE
16 CIVIL PENALTY. THE COURT SHALL ORDER THE CIVIL PENALTY IN ADDITION
17 TO ANY OTHER PENALTY OR REMEDY AVAILABLE FOR THE ENFORCEMENT
18 OF THIS PART 5, ANY COURT ORDER OR INJUNCTION, AND ANY OTHER
19 REMEDY AVAILABLE TO THE ATTORNEY GENERAL.

20 (III) FOR THE PURPOSES OF THIS SECTION, THE COURT ISSUING THE
21 ORDER OR INJUNCTION SHALL RETAIN JURISDICTION, AND THE CAUSE
22 SHALL BE CONTINUED.

23 **SECTION 12.** In Colorado Revised Statutes, 24-31-101, **amend**
24 (1)(i)(XVII) and (1)(i)(XVIII); and **add** (1)(i)(XIX) as follows:

25 **24-31-101. Powers and duties of attorney general.** (1) The
26 attorney general:

27 (i) May independently initiate and bring civil and criminal actions

1 to enforce state laws, including actions brought pursuant to:

2 (XVII) The "Rental Application Fairness Act", part 9 of article 12
3 of title 38; ~~and~~

4 (XVIII) The "Reproductive Health Equity Act", part 4 of article
5 6 of title 25; AND

6 (XIX) PART 5 OF ARTICLE 12 OF TITLE 38.

7 **SECTION 13.** In Colorado Revised Statutes, 13-6-105, **amend**
8 (1)(f)(I) as follows:

9 **13-6-105. Specific limits on civil jurisdiction.** (1) The county
10 court has no civil jurisdiction except that specifically conferred upon it by
11 law. In particular, it has no jurisdiction over the following matters:

12 (f) Original proceedings for the issuance of injunctions, except:

13 (I) As provided in sections 13-6-104 (5), ~~and 38-12-507 (1)(b)~~
14 38-12-507, AND 38-12-510;

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

17 **13-40-111. Issuance and return of summons.** (1) Upon filing
18 the complaint as required in section 13-40-110, the clerk of the court or
19 the attorney for the plaintiff shall issue a summons. The summons must
20 command the defendant to appear before the court at a place named in the
21 summons and at a time and on a day not less than seven days but not more
22 than fourteen days from the day of issuing the same to answer the
23 complaint of plaintiff. A court shall not enter a default judgment for
24 possession before the close of business on the date upon which an
25 appearance is due. The summons must also contain a statement addressed
26 to the defendant stating: "If you do not respond to the landlord's
27 complaint by filing a written answer with the court on or before the date

1 and time in this summons or appearing in court at the date and time in this
2 summons, the judge may enter a default judgment against you in favor of
3 your landlord for possession. A default judgment for possession means
4 that you will have to move out, and it may mean that you will have to pay
5 money to the landlord. In your answer to the court, you can state why you
6 believe you have a right to remain in the property, whether you admit or
7 deny the landlord's factual allegations against you, and whether you
8 believe you were given proper notice of the landlord's reasons for
9 terminating your tenancy before you got this summons. When you file
10 your answer, you must pay a filing fee to the clerk of the court." If you are
11 claiming that the landlord's failure to repair a residential premises is a
12 defense to the landlord's allegation of nonpayment of rent, the court will
13 require you to pay into the registry of the court, at the time of filing your
14 answer, the rent due less any expenses you have incurred based upon the
15 landlord's failure to repair the residential premise; unless the court
16 determines that you qualify to have this requirement waived due to your
17 income."

18 **SECTION 15. Applicability.** This act applies to actions related
19 to violations of part 5 of article 12 of title 38 that are filed on or after the
20 effective date of this act.

21 **SECTION 16. Safety clause.** The general assembly finds,
22 determines, and declares that this act is necessary for the immediate
23 preservation of the public peace, health, or safety or for appropriations for
24 the support and maintenance of the departments of the state and state
25 institutions.