

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

PREAMENDED

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

LLS NO. 24-0087.01 Richard Sweetman x4333

HOUSE BILL 24-1098

HOUSE SPONSORSHIP

Mabrey and Duran, Bacon, Brown, deGruy Kennedy, Epps, Garcia, Hernandez, Herod, Jodeh, Joseph, Lieder, Lindsay, Lindstedt, Martinez, Mauro, Ortiz, Parenti, Ricks, Rutinel, Sirota, Story, Titone, Velasco, Vigil, Weissman, Willford, Boesenecker, Daugherty, Froelich, Kipp, Marvin

SENATE SPONSORSHIP

Gonzales and Hinrichsen,

House Committees

Transportation, Housing & Local Government

Senate Committees

Local Government & Housing

A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS, AND, IN**
102 **CONNECTION THEREWITH, REQUIRING CAUSE FOR THE EVICTION**
103 **OF A RESIDENTIAL TENANT.**

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 cause for eviction. Cause exists only when:

- A tenant or lessee is guilty of an unlawful detention of real property under certain circumstances described in existing law, as amended by the bill; or

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 3rd Reading
February 20, 2024

HOUSE
Amended 2nd Reading
February 16, 2024

- Conditions exist constituting grounds for a "no-fault eviction".

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

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises;
- Occupancy assumed by the landlord or a family member of the landlord;
- Expiration of time-limited housing operated by a mission-driven organization; and
- Withdrawal of the residential premises from the rental market for the purpose of selling the residential premises.

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

- An individual who is under 18 years of age or at least 60 years of age;
- An individual whose income is no greater than 80% of the area median income; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant without cause, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant and may assert the landlord's violation as an affirmative defense to an eviction proceeding.

Current law allows a tenant to terminate a tenancy by serving written notice to the landlord within a prescribed time period, based on the length of the tenancy. For the purpose of such notices, certain provisions apply, including the following:

- 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; and
- Certain provisions concerning notices to quit do not apply to the termination of a residential tenancy if the residential premises is a condominium unit.

The bill eliminates these provisions.

Current law requires the management of a mobile home park to make a reasonable effort to notify a resident of the management's intention to enter the mobile home space at least 48 hours before entry. The bill increases this notice period to 72 hours.

1 (b) THE MOBILE HOME PARK RESIDENT IS NOT RESIDING IN THE
2 MOBILE HOME PARK UNDER A LEASE-TO-OWN AGREEMENT.

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

7 (6) "PRIMARY RESIDENCE" MEANS THE ADDRESS THAT IS LISTED ON
8 A TENANT'S OR LANDLORD'S COLORADO DRIVER'S LICENSE,
9 IDENTIFICATION CARD, OR VOTER REGISTRATION; USED FOR PURPOSES OF
10 A TENANT'S OR LANDLORD'S PAYMENT OF STATE OR FEDERAL TAXES; OR
11 USED FOR THE PURPOSE OF PUBLIC SCHOOL REGISTRATION AT THE TIME
12 THAT A VALID NO-FAULT EVICTION IS EXERCISED BY A LANDLORD
13 PURSUANT TO SECTION 38-12-1303 (3).

14 (7) "PROPER SERVICE" MEANS SERVICE THAT COMPLIES WITH
15 SECTION 13-40-108.

16 (8) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION PAID TO
17 A LANDLORD FOR THE RIGHT TO USE, POSSESS, AND OCCUPY A DWELLING
18 UNIT.

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

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

23 (11) "SHORT-TERM RENTAL PROPERTY" MEANS A RESIDENTIAL
24 PREMISES THAT IS LEASED:

25 (a) FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR
26 REMUNERATION AND FOR TEMPORARY, RECREATIONAL, BUSINESS, OR
27 TRANSIENT PURPOSES; OR

1 (b) PURSUANT TO A RENTAL AGREEMENT OR OTHER OCCUPANCY
2 AGREEMENT IF THE TENANT OF THE RENTAL AGREEMENT OR OTHER
3 OCCUPANCY AGREEMENT IS RENTING THE RESIDENTIAL PREMISES FOR LESS
4 THAN SIX MONTHS FROM A LANDLORD TO WHICH THE TENANT SOLD THE
5 RESIDENTIAL PREMISES.

6 (12)(a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER
7 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE
8 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN
9 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES
10 FOR AT LEAST SIXTY DAYS:

11 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY
12 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH
13 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A
14 GOVERNMENTAL AGENCY; OR

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

18 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE
19 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND
20 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH
21 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL
22 PREMISES.

23 (13) "TENANT" HAS THE MEANING SET FORTH IN SECTION
24 38-12-502 (9). "TENANT" DOES NOT INCLUDE A HOME OWNER, AS DEFINED
25 IN SECTION 38-12-201.5 (2).

26 [REDACTED]

27 (14) "WRITTEN NOTICE" MEANS WRITTEN NOTICE TO VACATE

1 THAT:

2 (a) COMPLIES WITH SECTION 13-40-106; AND

3 (b) IS PROVIDED TO A TENANT BY A LANDLORD OR BY A
4 LANDLORD'S AGENT.

5 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY
6 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT THIS PART 13 DOES
7 NOT APPLY TO:

8 (a) A SHORT-TERM RENTAL PROPERTY; ■

9 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL
10 PREMISES IF THE OWNER OR MASTER TENANT LIVES IN AND MAINTAINS THE
11 RESIDENTIAL PREMISES AS THE OWNER'S OR MASTER TENANT'S PRIMARY
12 RESIDENCE OR IF THE OWNER OF THE RESIDENTIAL PREMISES LIVES IN A
13 PROPERTY THAT IS ADJACENT TO THE RESIDENTIAL PREMISES AND THAT
14 THE OWNER MAINTAINS AS THE OWNER'S PRIMARY RESIDENCE AND THE
15 RESIDENTIAL PREMISES OR THE OWNER'S ADJACENT PROPERTY:

16 (I) Is:

17 (A) A SINGLE-FAMILY HOME WITH OR WITHOUT AN ACCESSORY
18 DWELLING UNIT THAT IS LOCATED ON THE SAME LOT AND ATTACHED,
19 SEMI-ATTACHED, OR UNATTACHED TO THE SINGLE-FAMILY HOME;

20 (B) A DUPLEX; OR

21 (C) A TRIPLEX; AND

22 (II) IS NOT A MULTIFAMILY PROPERTY OF FOUR OR MORE DWELLING
23 UNITS;

24 (c) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5
25 (6.5), THAT IS LEASED TO A HOME OWNER, AS DEFINED IN SECTION
26 38-12-201.5 (2), OR TO OTHER TENANTS OCCUPYING THE MOBILE HOME
27 SPACE PURSUANT TO A LEASE-TO-OWN AGREEMENT, PURCHASE OPTION, OR

1 SIMILAR AGREEMENT;

2 (d) A RESIDENTIAL PREMISES THAT IS LEASED TO A TENANT
3 PURSUANT TO AN EMPLOYER-PROVIDED HOUSING AGREEMENT, AS DEFINED
4 IN SECTION 13-40-104 (5)(a);

5 (e) A RESIDENTIAL TENANT WHO HAS NOT BEEN A TENANT OF A
6 RESIDENTIAL PREMISES FOR AT LEAST TWELVE MONTHS; OR

7 (f) A RESIDENTIAL TENANT WHO IS NOT KNOWN TO THE LANDLORD
8 TO BE A TENANT OF THE RESIDENTIAL PREMISES.

9 **38-12-1303. Cause for eviction required - no-fault evictions.**

10 (1) A LANDLORD SHALL NOT SERVE A NOTICE TO TERMINATE TENANCY OR
11 A DEMAND FOR POSSESSION OR OTHERWISE PROCEED WITH AN ACTION FOR
12 UNLAWFUL DETAINER PURSUANT TO ARTICLE 40 OF TITLE 13 UNLESS
13 THERE IS CAUSE FOR THE EVICTION.

14 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, CAUSE
15 EXISTS ONLY AS DESCRIBED IN THE FOLLOWING SECTIONS:

16 (a) SECTION 13-40-104 (1)(a) FOR WHEN ENTRY IS MADE WITHOUT
17 RIGHT OR TITLE INTO ANY VACANT OR UNOCCUPIED LANDS OR TENEMENTS;

18 (b) SECTION 13-40-104 (1)(b) FOR WHEN ENTRY IS MADE
19 WRONGFULLY INTO CERTAIN PUBLIC LANDS, TENEMENTS, MINING CLAIMS,
20 OR OTHER POSSESSIONS;

21 (c) SECTION 13-40-104 (1)(c) FOR WHEN A LESSEE OR TENANT AT
22 WILL, OR AT SUFFERANCE, OF ANY NONRESIDENTIAL REAL PROPERTY OR
23 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b),
24 (1)(d), (1)(e), OR (1)(f) HOLDS OVER AND CONTINUES IN POSSESSION OF
25 THE PROPERTY OR PREMISES, OR ANY PORTION OF THE PROPERTY OR
26 PREMISES, AFTER THE EXPIRATION OF THE TERM FOR WHICH THE PROPERTY
27 OR PREMISES WAS LEASED OR AFTER THE TENANCY, AT WILL OR AT

1 SUFFERANCE, HAS BEEN TERMINATED BY EITHER PARTY;
2 (d) SECTION 13-40-104 (1)(d) FOR NONPAYMENT OF RENT;
3 (e) SECTION 13-40-104 (1)(d.5) FOR A SUBSTANTIAL VIOLATION,
4 AS DESCRIBED IN SECTION 13-40-107.5;
5 (f) SECTION 13-40-104 (1)(e) FOR A MATERIAL VIOLATION OF THE
6 LEASE OR RENTAL AGREEMENT;
7 (g) SECTION 13-40-104 (1)(e.5) FOR A REPEAT VIOLATION AFTER
8 RECEIPT OF PROPER NOTICE OF A VIOLATION;
9 (h) SECTION 13-40-104 (1)(e.8) AND SUBSECTION (3) OF THIS
10 SECTION CONCERNING NO-FAULT EVICTIONS;
11 (i) SECTION 13-40-104 (1)(f) FOR POSSESSION AFTER A LEGAL
12 SALE;
13 (j) SECTION 13-40-104 (1)(g) FOR WHEN PROPERTY HAS BEEN SOLD
14 UNDER A JUDGMENT OR DECREE AND THE PARTY OR PRIVIES TO THE
15 JUDGMENT OR DECREE REFUSE OR NEGLECT TO SURRENDER POSSESSION
16 AFTER THE EXPIRATION OF THE TIME OF REDEMPTION, WHEN REDEMPTION
17 IS ALLOWED BY LAW, AFTER THE PURCHASER DEMANDS THE PROPERTY;
18 (k) SECTION 13-40-104 (1)(h) FOR WHEN AN HEIR OR DEVISEE
19 CONTINUES IN POSSESSION OF A PREMISES SOLD AND CONVEYED BY A
20 PERSONAL REPRESENTATIVE; [REDACTED]
21 (l) SECTION 13-40-104 (1)(i) FOR A VENDEE THAT HOLDS OVER
22 AFTER FAILING TO COMPLY WITH AN AGREEMENT TO PURCHASE LANDS OR
23 TENEMENTS; AND
24 (m) SECTION 13-40-104 (1)(j) FOR WHEN A TENANT HAS ENGAGED
25 IN CONDUCT THAT CREATES A NUISANCE OR DISTURBANCE THAT
26 INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
27 TENANTS AT THE PROPERTY OR WHERE THE TENANT IS NEGLIGENTLY

1 DAMAGING THE PROPERTY.

2 (3) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS
3 SECTION, THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A
4 NO-FAULT EVICTION OF A TENANT:

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

11 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
12 THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS
13 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
14 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
15 UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT;
16 AND

17 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
18 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES:

19 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
20 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST NINETY DAYS
21 AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN
22 NOTICE TO THE TENANT; AND

23 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR
24 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL
25 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL
26 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT OR APPLICATION FOR
27 A PERMIT OR LICENSE TO OPERATE A SHORT-TERM RENTAL PROPERTY,

1 WHERE APPLICABLE.

2 (b) **Substantial repairs or renovations.** (I) EXCEPT AS
3 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD
4 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A
5 RESIDENTIAL PREMISES, THE LANDLORD MAY INITIATE A NO-FAULT
6 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE
7 TERM OF THE RENTAL AGREEMENT SO LONG AS THE LANDLORD:

8 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
9 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(b)(I)(B)
10 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
11 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
12 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
13 AGREEMENT;

14 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
15 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES THE DATE
16 BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, WHICH
17 DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON WHICH THE
18 LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

19 (C) PROVIDES THE TENANT A DESCRIPTION OF THE TIMELINE OF
20 THE SUBSTANTIAL REPAIRS OR RENOVATIONS TO THE RESIDENTIAL
21 PREMISES;

22 (D) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE
23 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S
24 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES; AND

25 (E) PROVIDES THE TENANT A WRITTEN NOTICE VIA FIRST-CLASS
26 MAIL TO ANY KNOWN ADDRESS OR E-MAIL ADDRESS PROVIDED BY THE
27 TENANT WHEN THE SUBSTANTIAL REPAIRS OR RENOVATIONS ARE

1 COMPLETE. IF, WITHIN THIRTY DAYS AFTER RECEIVING SUCH NOTICE, THE
2 TENANT NOTIFIES THE LANDLORD THAT THE TENANT WANTS TO RETURN TO
3 THE RESIDENTIAL PREMISES, THE LANDLORD SHALL OFFER THE TENANT
4 THE FIRST RIGHT TO RETURN TO THE RESIDENTIAL PREMISES PURSUANT TO
5 A RENTAL AGREEMENT OF SUBSTANTIALLY THE SAME TERMS, INCLUDING
6 TERMS ESTABLISHING RENT IN THE SAME AMOUNT OR IN A REASONABLY
7 INCREASED AMOUNT; EXCEPT THAT A LANDLORD MAY INCREASE RENT BY
8 AN AMOUNT THAT REASONABLY REFLECTS IMPROVEMENTS MADE TO THE
9 RESIDENTIAL PREMISES.

10 (II) A LANDLORD SHALL NOT INITIATE A NO-FAULT EVICTION OF A
11 TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF THE
12 SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED BASIS OF
13 THE NO-FAULT EVICTION ARE:

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

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

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

1 (A) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(III) OF THIS
2 SECTION, THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC
3 PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR
4 GRANDCHILD MOVES INTO THE RESIDENTIAL PREMISES WITHIN THREE
5 MONTHS AFTER THE TENANT VACATES THE RESIDENTIAL PREMISES;

6 (B) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(II) OF THIS
7 SECTION, THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A
8 WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST NINETY DAYS
9 BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL
10 PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION
11 OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S
12 EXISTING RENTAL AGREEMENT; AND

13 (C) NO SUBSTANTIALLY EQUIVALENT UNIT IS VACANT AND
14 AVAILABLE TO HOUSE THE LANDLORD OR THE LANDLORD'S SPOUSE,
15 DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT,
16 GRANDPARENT, OR GRANDCHILD IN THE SAME BUILDING. THERE IS A
17 REBUTTABLE PRESUMPTION THAT A LANDLORD DID NOT ACT IN GOOD
18 FAITH IF THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,
19 CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR GRANDCHILD
20 FAILS TO OCCUPY THE UNIT AS A PRIMARY RESIDENCE FOR AT LEAST SIXTY
21 CONSECUTIVE DAYS AFTER THE LANDLORD OR THE LANDLORD'S SPOUSE,
22 DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT,
23 GRANDPARENT, OR GRANDCHILD ASSUMES OCCUPANCY OF THE
24 RESIDENTIAL PREMISES.

25 (II) IF THE LANDLORD IS AN INDIVIDUAL ON ACTIVE MILITARY
26 DUTY FOR THE UNITED STATES MILITARY FORCES OR A SPOUSE OF SUCH AN
27 INDIVIDUAL, THE LANDLORD MUST PROVIDE THE TENANT PROPER SERVICE

1 OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST FORTY-FIVE
2 DAYS BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE
3 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN
4 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF
5 THE TENANT'S EXISTING RENTAL AGREEMENT.

6 (III) IF THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC
7 PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR
8 GRANDCHILD IS A PERSON WITH A DISABILITY, THE LANDLORD MAY
9 EXTEND FOR A REASONABLE TIME THE PERIOD OF TIME DESCRIBED
10 SUBSECTION (3)(c)(I)(A) OF THIS SECTION TO ALLOW FOR CHANGES TO BE
11 MADE TO THE RESIDENTIAL PREMISES TO ACCOMMODATE THE FAMILY
12 MEMBER WITH THE DISABILITY.

13
14 (d) **Withdrawal from rental market for the purpose of selling**
15 **the residential premises.** (I) WHEN A LANDLORD PLANS TO SELL A
16 RESIDENTIAL PREMISES THAT IS A SINGLE-FAMILY HOME, A TOWNHOME, OR
17 AN INDIVIDUAL CONDOMINIUM UNIT, THE LANDLORD MAY INITIATE A
18 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
19 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS THE
20 LANDLORD:

21 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
22 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(d)(I)(B)
23 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
24 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
25 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
26 AGREEMENT;

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

1 OF THE LANDLORD'S INTENT TO WITHDRAW THE RESIDENTIAL PREMISES
2 FROM THE RENTAL MARKET AND SELL THE RESIDENTIAL PREMISES, WHICH
3 NOTICE INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
4 VACATE; AND

5 (C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM
6 OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE ON
7 WHICH THE TENANT IS REQUIRED TO VACATE; EXCEPT THAT THIS
8 SUBSECTION (3)(d)(I)(C) DOES NOT APPLY IF THE LANDLORD PRODUCES
9 EVIDENCE THAT THE RESIDENTIAL PREMISES WAS LISTED FOR SALE ON A
10 MULTIPLE-LISTING SERVICE AFTER THE TENANT WAS REQUIRED TO
11 VACATE.

12 (II) NOTHING IN THIS SUBSECTION (3)(d) MAY BE CONSTRUED TO
13 ALLOW A LANDLORD TO INITIATE A NO-FAULT EVICTION OR OTHERWISE
14 TERMINATE A RENTAL AGREEMENT WITHOUT CAUSE BEFORE THE END OF
15 THE TERM OF THE RENTAL AGREEMENT.

16 (e) **Tenant refuses to sign new lease with reasonable terms.** If,
17 AT THE END OF A LEASE PERIOD, THE TENANT REFUSES TO SIGN A NEW
18 RENTAL AGREEMENT WITH REASONABLE TERMS, THE LANDLORD MAY
19 INITIATE A NO-FAULT EVICTION OF THE TENANT SO LONG AS THE
20 LANDLORD:

21 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
22 THE NOTICE DESCRIBED IN SUBSECTION (3)(e)(II) OF THIS SECTION TO
23 VACATE THE RESIDENTIAL PREMISES AFTER THE TENANT HAS REFUSED TO
24 SIGN THE NEW RENTAL AGREEMENT, DURING WHICH TIME THE TENANT
25 MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE
26 SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT; AND

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

1 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
2 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
3 VACATE.

4 (f) **History of nonpayment of rent.** (I) IF A TENANT SUBMITS A
5 RENT PAYMENT LATE MORE THAN TWO TIMES DURING THE PERIOD OF THE
6 RENTAL AGREEMENT, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION
7 OF THE TENANT AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO
8 LONG AS THE LANDLORD:

9 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
10 RECEIVING THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(I)(B) OF THIS
11 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
12 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
13 UNDER THE SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT;
14 AND

15 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
16 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
17 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
18 VACATE.

19 (II) FOR PURPOSES OF THIS SUBSECTION (3)(f), A RENT PAYMENT
20 QUALIFIES AS LATE IF IT IS SUBMITTED MORE THAN TEN CALENDAR DAYS
21 AFTER THE DAY IT IS DUE ACCORDING TO THE RENTAL AGREEMENT AND
22 THE LANDLORD PROVIDES THE TENANT WITH PROPER SERVICE OF A
23 WRITTEN NOTICE UNDER SECTION 13-40-104 (1)(d).



24 (III) THIS SUBSECTION (3)(f) DOES NOT APPLY IF THE RENT
25 PAYMENT IS SUBMITTED WITHIN THE CURE PERIOD DESCRIBED IN SECTION
26 13-40-104 (1)(d) OR 13-40-115 (4).

27 (4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPACT

1 THE INTERPRETATION OF THE MEANING OF THE TERM "GOOD CAUSE" AS
2 THE TERM IS USED IN FEDERAL LAW OR FEDERAL REGULATIONS.

3 (5) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF
4 A TENANT BY FILING AN ACTION UNDER ARTICLE 40 OF TITLE 13 ONLY IF
5 THE LANDLORD PROVIDES PROPER SERVICE OF A WRITTEN NOTICE OF THE
6 NO-FAULT EVICTION AND THE TENANT FAILS TO VACATE ON OR BEFORE
7 THE DEADLINE STATED IN THE NOTICE.

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

13 
14 **38-12-1304. Violations - remedies.** IF A LANDLORD PROCEEDS
15 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION
16 OF THIS PART 13, AND THE TENANT LOSES POSSESSION OF THE DWELLING
17 UNIT WITHOUT A COURT ORDER, THE TENANT MAY SEEK RELIEF AS
18 DESCRIBED IN SECTION **38-12-510.** 

19 **38-12-1305. No waiver of requirements by agreement.** A
20 PROVISION OF A RENTAL AGREEMENT OR OTHER AGREEMENT THAT
21 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OR MODIFICATION OF
22 ANY PROVISION OF THIS PART 13 IS VOID AND UNENFORCEABLE.

23 **38-12-1306. Affirmative defense.** IF A LANDLORD FAILS TO
24 COMPLY WITH THIS PART 13, A TENANT MAY ASSERT THE LANDLORD'S
25 FAILURE AS AN AFFIRMATIVE DEFENSE FOR A TENANT TO AN EVICTION
26 PROCEEDING. IF A TENANT ASSERTS SUCH AN AFFIRMATIVE DEFENSE, AND
27 THE LANDLORD CANNOT DEMONSTRATE BY A PREPONDERANCE OF THE

1 EVIDENCE THAT THE LANDLORD HAS COMPLIED WITH THIS PART 13, THE
2 COURT SHALL DISMISS THE EVICTION PROCEEDING.

3 **38-12-1307. Retaliatory rent increase prohibited.** A LANDLORD
4 SHALL NOT INCREASE A TENANT'S RENT IN A DISCRIMINATORY,
5 RETALIATORY, OR UNCONSCIONABLE MANNER TO CIRCUMVENT THE
6 REQUIREMENTS AND PROHIBITIONS SET FORTH IN THIS PART 13.

7 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**
8 (1) introductory portion, (1)(c), (1)(e), and (1)(e.5)(II); and **add** (1)(e.8)
9 and (1)(j) as follows:

10 **13-40-104. Unlawful detention defined - definitions.** (1) ~~Any~~
11 A person ~~is guilty of~~ HAS COMMITTED an unlawful detention of real
12 property in the following cases:

13 (c) When any lessee or tenant at will, or ~~by~~ AT sufferance, or for
14 any ~~part of a year, or for one or more years~~ PERIOD OF TIME, of any
15 NONRESIDENTIAL real property OR RESIDENTIAL PREMISES DESCRIBED IN
16 SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), including a
17 specific or undivided portion of a building, ~~or dwelling,~~ holds over and
18 continues in possession of the ~~demised premises~~ NONRESIDENTIAL REAL
19 PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302
20 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), or any portion thereof, after the
21 expiration of the term for which the ~~same were~~ NONRESIDENTIAL REAL
22 PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302
23 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f) WAS leased or after ~~such~~ THE
24 tenancy ~~at will or sufferance,~~ has been terminated by either party;

25 (e) When ~~such~~ A tenant or lessee holds over without ~~such~~
26 permission, contrary to any ~~other~~ MATERIAL condition or covenant of the
27 agreement under which ~~such~~ THE tenant or lessee holds, and ten days'

1 notice in writing has been duly served upon ~~such~~ THE tenant or lessee
2 requiring ~~in the alternative the~~ EITHER compliance with ~~such~~ THE
3 condition or covenant or the delivery of the possession of the premises;
4 ~~so held~~; except that, for a nonresidential agreement or an
5 employer-provided housing agreement, three days' notice is required,
6 ~~pursuant to this section~~, and for an exempt residential agreement, five
7 days' notice is required; ~~pursuant to this section~~.

8 (e.5) (II) A tenancy pursuant to a residential agreement may be
9 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
10 a subsequent violation of the same condition or covenant of the
11 agreement. The termination of a residential tenancy is effective ten days
12 after service of written notice to ~~quit~~ TERMINATE TENANCY.
13 Notwithstanding any other provision of this subsection (1)(e.5)(II), a
14 tenancy pursuant to a nonresidential agreement, an exempt residential
15 agreement, or an employer-provided housing agreement may be
16 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
17 a subsequent violation. The termination of a nonresidential tenancy or an
18 employer-provided housing tenancy is effective three days after service
19 of written notice to ~~quit~~ TERMINATE TENANCY, and the termination of a
20 tenancy pursuant to an exempt residential agreement is effective five days
21 after service of written notice to ~~quit~~ TERMINATE TENANCY.

22 (e.8) WHEN A TENANT HOLDS OVER AND MAINTAINS POSSESSION
23 OF A RESIDENTIAL PREMISES AFTER THE LANDLORD HAS PROPERLY
24 INITIATED A NO-FAULT EVICTION BY SATISFYING THE NOTICE
25 REQUIREMENTS AND OTHER REQUIREMENTS ASSOCIATED WITH THE
26 NO-FAULT EVICTION, AS DESCRIBED IN SECTION 38-12-1303 (3);

27 (j) (I) WHEN A TENANT OR LESSEE HOLDS OVER WITHOUT

1 PERMISSION OF THE LANDLORD AFTER THE TENANT HAS ENGAGED IN
2 CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A NUISANCE, WHICH
3 CONDUCT INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD, IF
4 THE LANDLORD LIVES IN THE SAME OR AN IMMEDIATELY ADJACENT
5 PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME PROPERTY,
6 OR BY REASON OF NEGLIGENCE DAMAGED THE HOUSING
7 ACCOMMODATION, AND TEN DAYS' NOTICE IN WRITING HAS BEEN DULY
8 SERVED UPON THE TENANT OR LESSEE, WHICH NOTICE CONTAINS A
9 DESCRIPTION OF THE SPECIFIC CONDUCT THAT DISTURBED OTHERS OR
10 CAUSED A NUISANCE, REQUIRING IN THE ALTERNATIVE CESSATION OF THE
11 CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A NUISANCE THAT
12 INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD, IF THE
13 LANDLORD LIVES IN THE SAME OR IMMEDIATELY ADJACENT PROPERTY, OR
14 OTHER TENANTS OR OCCUPANTS OF THE SAME PROPERTY, OR MALICIOUSLY
15 OR BY REASON OF NEGLIGENCE DAMAGED THE HOUSING ACCOMMODATION
16 OR POSSESSION OF THE PREMISES SO HELD; EXCEPT THAT, FOR A
17 NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING
18 AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS
19 SUBSECTION (1)(j), AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE
20 DAYS' NOTICE IS REQUIRED PURSUANT TO THIS SECTION.

21 (II) THE LAWFUL EXERCISE BY A TENANT OF ANY RIGHTS
22 PURSUANT TO ANY LAW OR RULE RELATING TO OCCUPANCY OF A
23 PROPERTY, INCLUDING THIS SUBSECTION (1)(j), SHALL NOT BE DEEMED TO
24 INTERFERE WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
25 TENANTS OR OTHER GROUND FOR EVICTION PURSUANT TO THIS
26 SUBSECTION (1)(j).

27 (III) IT SHALL NOT CONSTITUTE A NUISANCE OR DISTURBANCE FOR

1 PURPOSES OF THIS SUBSECTION (1)(j) IF A VICTIM OF DOMESTIC VIOLENCE
2 IS BEING ACCUSED OF CAUSING A DISTURBANCE OR NUISANCE AS A DIRECT
3 RESULT OF BEING A VICTIM OF DOMESTIC VIOLENCE. THIS EXCEPTION
4 APPLIES ONLY TO VICTIMS OF DOMESTIC VIOLENCE AND NOT TO
5 PERPETRATORS.

6 **SECTION 4.** In Colorado Revised Statutes, **amend** 13-40-106 as
7 follows:

8 **13-40-106. Written demand.** (1) The demand OR NOTICE
9 required by section 13-40-104 OR 38-12-1303 shall be made in writing,
10 specifying the grounds of the demandant's right to the possession of ~~such~~
11 THE premises, INCLUDING A SPECIFIC DESCRIPTION OF THE ALLEGED
12 VIOLATION OR NO-FAULT EVICTION GROUNDS, describing the ~~same~~
13 PREMISES, and INDICATING the DATE AND time when the ~~same~~ PREMISES
14 shall be delivered up, and shall be signed by the person claiming such
15 possession, ~~his~~ THE PERSON'S agent, or ~~his~~ THE PERSON'S attorney.

16 (2) The demand OR NOTICE REQUIRED BY SECTION 13-40-104 OR
17 38-12-1303 must also include a statement that a residential tenant who
18 receives supplemental security income, social security disability insurance
19 under Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et
20 seq., as amended, or cash assistance through the Colorado works program
21 created in part 7 of article 2 of title 26 has a right to mediation prior to the
22 landlord filing an eviction complaint with the court pursuant to section
23 13-40-110.

24 (3) THE DEMAND OR NOTICE REQUIRED BY SECTION 13-40-104 OR
25 38-12-1303 MUST BE WRITTEN IN ENGLISH, SPANISH, OR ANY OTHER
26 LANGUAGE THAT THE LANDLORD KNOWS, OR HAS REASON TO KNOW, IS
27 THE PRIMARY LANGUAGE OF THE TENANT.

1 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-107 as
2 follows:

3 **13-40-107. Notice to terminate tenancy.** (1) ~~A tenancy may be~~
4 ~~terminated by notice in writing, served not less than the respective period~~
5 ~~fixed before the end of the applicable tenancy, as follows:~~ A LANDLORD
6 OF NONRESIDENTIAL REAL PROPERTY OR A RESIDENTIAL PREMISES
7 DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f)
8 OR A TENANT OF ANY PROPERTY OR PREMISES MAY TERMINATE A
9 PERIODIC TENANCY AT THE END OF THE TENANCY PERIOD OR ELECT TO NOT
10 RENEW A FIXED TERM TENANCY AT THE END OF THE FIXED TERM BY
11 SERVING WRITTEN NOTICE THAT EXPIRES AT THE END OF THE PERIOD OR
12 FIXED TERM, BASED ON THE LENGTH OF THE APPLICABLE TENANCY
13 DESCRIBED IN SUBSECTION (2) OF THIS SECTION.

14 (2) THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (1) OF THIS
15 SECTION MUST BE SERVED BEFORE THE END OF THE PERIOD OR FIXED TERM,
16 AS FOLLOWS:

- 17 (a) A tenancy for one year or longer, AT LEAST ninety-one days;
- 18 (b) A tenancy of six months or longer but less than a year, AT
19 LEAST twenty-eight days;
- 20 (c) A tenancy of one month or longer but less than six months, AT
21 LEAST twenty-one days;
- 22 (d) A tenancy of one week or longer but less than one month, or
23 a tenancy at will, AT LEAST three days;
- 24 (e) A tenancy for less than one week, AT LEAST one day.

25 ~~(2)~~ (3) ~~Such~~ THE WRITTEN notice ~~shall~~ DESCRIBED IN SUBSECTION
26 (1) OF THIS SECTION MUST:

- 27 (a) Describe the property and the particular ~~time~~ DATE when the

1 tenancy will terminate; and

2 (b) ~~shall~~ Be signed by the landlord or tenant, the party giving such
3 notice, or ~~his~~ THE LANDLORD'S OR TENANT'S agent or attorney.

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

6 (4) No WRITTEN notice to ~~quit shall be~~ UNDER SUBSECTION (1) OF
7 THIS SECTION IS necessary from ~~or to~~ a tenant ~~whose term~~ WITH A
8 FIXED-TERM TENANCY THAT is, by agreement, to end at a time certain.

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

13 **SECTION 6.** In Colorado Revised Statutes, 13-40-107.5, **amend**
14 (4)(a) and (4)(b) as follows:

15 **13-40-107.5. Termination of tenancy for substantial violation**
16 **- definition - legislative declaration.** (4) (a) A tenancy may be
17 terminated at any time on the basis of a substantial violation. The
18 termination ~~shall be~~ IS effective three days after service of written notice
19 to ~~quit~~ TERMINATE TENANCY.

20 (b) The notice to ~~quit shall~~ TERMINATE TENANCY MUST describe
21 the property, the particular ~~time~~ DATE when the tenancy will terminate,
22 and the grounds for termination. The notice ~~shall~~ MUST be signed by the
23 landlord or by the landlord's agent or attorney.

24 **SECTION 7.** In Colorado Revised Statutes, **amend** 13-40-108 as
25 follows:

26 **13-40-108. Service of notice to vacate or demand.** A WRITTEN
27 notice to ~~quit~~ VACATE or demand ~~for possession of real property~~ AS

1 REQUIRED BY SECTION 13-40-104, 38-12-202, 38-12-204, OR 38-12-1303
2 may be served by delivering a copy thereof OF THE NOTICE to the A
3 KNOWN tenant or other person occupying such THE premises, or by
4 leaving such copy with some person, a member of the tenant's family
5 above the age of fifteen years, residing on or in charge of the premises,
6 or, in case no one is on the premises at the time service is attempted
7 AFTER ATTEMPTS AT PERSONAL SERVICE AT LEAST ONCE ON TWO
8 SEPARATE DAYS, by posting such THE copy in some conspicuous place on
9 the premises.

10 SECTION 8. In Colorado Revised Statutes, 13-40-110, amend
11 (2) as follows:

12 13-40-110. Action - how commenced - report. (2) In an action
13 for termination of a tenancy in a mobile home park, the complaint, in
14 addition to the requirements of subsection (1) of this section, must specify
15 the reasons for termination as the reasons are stated in section 38-12-203.
16 The complaint must specify the approximate time, place, and manner in
17 which the tenant allegedly committed the acts giving rise to the
18 complaint. If the action is based on the mobile home or mobile home lot
19 being out of compliance with the rules and regulations adopted pursuant
20 to section 38-12-214, the complaint must specify that the home owner
21 was given ninety days after the date of service or posting of the notice to
22 quit TERMINATE TENANCY to cure the noncompliance, that ninety days
23 have passed, and the noncompliance has not been cured.

24 SECTION 9. In Colorado Revised Statutes, 38-12-202, amend
25 (1)(a) introductory portion, (1)(b), and (3) as follows:

26 38-12-202. Tenancy - notice to terminate tenancy. (1) (a) No
27 Tenancy or other lease or rental occupancy of space in a mobile home

1 park ~~shall~~ MAY NOT commence without a written lease or rental
2 agreement, and ~~no~~ tenancy in a mobile home park shall NOT be terminated
3 until a notice to ~~quit~~ TERMINATE TENANCY or notice of nonpayment of
4 rent has been served. A notice to ~~quit shall~~ TERMINATE TENANCY MUST be
5 in writing and ~~in the form specified in section 13-40-107 (2)~~ INCLUDE A
6 DESCRIPTION OF THE PROPERTY. The property description ~~required in~~
7 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

8 (b) Service of the notice to ~~quit shall~~ TERMINATE TENANCY MUST
9 be as specified in section 13-40-108. ~~C.R.S.~~ Service by posting ~~shall be~~
10 IS deemed legally sufficient within the meaning of section 13-40-108
11 ~~C.R.S.~~, if the notice is affixed to the main entrance of the mobile home.

12 (3) In any notice provided by the management as required by this
13 section, the management shall specify the reason for the termination, as
14 described in section 38-12-203, of the tenancy that is the subject of the
15 notice. If the management is terminating the tenancy because the mobile
16 home or mobile home lot is out of compliance with local ordinances or
17 state laws or rules relating to mobile homes and mobile home lots, as
18 described in section 38-12-203 (1)(a), or out of compliance with written
19 rules and regulations of the mobile home park, as described in section
20 38-12-203 (1)(c), the notice must include a statement advising the home
21 owner that the home owner has a right to cure the noncompliance within
22 ninety days after the date of service or posting of the notice to ~~quit~~
23 TERMINATE TENANCY. This ninety-day period runs concurrently with the
24 ninety-day period to sell the mobile home or remove it from the premises
25 as set forth in subsection (1)(c)(I) of this section. Rent payment and other
26 agreed tenant obligations remain in effect during this ninety-day period,
27 and acceptance of rent by a landlord during this ninety-day period does

1 not constitute a waiver of the landlord's right to terminate the tenancy for
2 any noncompliance described in section 38-12-203 (1)(a) or (1)(c).

3 **SECTION 10.** In Colorado Revised Statutes, 38-12-204.3,
4 **amend** (1) introductory portion, (1)(a), and (2) as follows:

5 **38-12-204.3. Notice required for termination.** (1) Where the
6 tenancy of a mobile home owner is being terminated under section
7 38-12-202 or section 38-12-204, the landlord or mobile home park owner
8 shall provide such mobile home owner with written notice as provided for
9 in subsection (2) of this section. Service of such notice ~~shall~~ **MUST** occur
10 at the same time and in the same manner as service of:

11 (a) The notice to ~~quit~~ **TERMINATE TENANCY** as provided in section
12 38-12-202 (1); or

13 (2) The notice required under this section must be in at least
14 ten-point type and must read as follows:

15 **IMPORTANT NOTICE TO THE HOME OWNER:**

16 This notice and the accompanying notice to ~~quit~~ **TERMINATE**
17 **TENANCY/notice of nonpayment of rent** are the first steps in the eviction
18 process. Any dispute you may have regarding the grounds for eviction
19 should be addressed with your landlord or the management of the mobile
20 home park or in the courts if an eviction action is filed. Please be advised
21 that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado
22 Revised Statutes, and the "Mobile Home Park Act Dispute Resolution and
23 Enforcement Program" created in section 38-12-1104, Colorado Revised
24 Statutes, may provide you with legal protection.

25 **NOTICE TO ~~QUIT~~ TERMINATE TENANCY:** In order to terminate a
26 home owner's tenancy, the landlord or management of a mobile home
27 park must serve to a home owner a notice to ~~quit~~ **TERMINATE TENANCY.**

1 The notice must be in writing and must contain certain information,
2 including:

- 3 ● The grounds for the termination of the tenancy;
- 4 ● Whether or not the home owner has a right to cure under
5 the "Mobile Home Park Act"; and
- 6 ● That the home owner has the option of mediation pursuant
7 to section 38-12-216, Colorado Revised Statutes, of the
8 "Mobile Home Park Act" and the option of filing a
9 complaint through the "Mobile Home Park Act Dispute
10 Resolution and Enforcement Program" created in section
11 38-12-1104, Colorado Revised Statutes.

12 NOTICE OF NONPAYMENT OF RENT: In order to terminate
13 a home owner's tenancy due to nonpayment of rent, the landlord or
14 management of a mobile home park must serve to a home owner a notice
15 of nonpayment of rent. The notice must be in writing and must require
16 that the home owner either make payment of rent or sell the owner's unit
17 or remove it from the premises within a period of not less than ten days
18 after the date the notice is served or posted, for failure to pay rent when
19 due.

20 CURE PERIODS: If the home owner has a right to cure under the
21 "Mobile Home Park Act", the landlord or management of a mobile home
22 park cannot terminate a home owner's tenancy without first providing the
23 home owner with a time period to cure the noncompliance. "Cure" refers
24 to a home owner remedying, fixing, or otherwise correcting the situation
25 or problem that made the tenancy subject to termination pursuant to
26 sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

27 COMMENCEMENT OF LEGAL ACTION TO TERMINATE

1 THE TENANCY: After the last day of the applicable notice period
2 required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal
3 action may be commenced to take possession of the space leased by the
4 home owner. In order to evict a home owner, the landlord or management
5 of the mobile home park must prove:

- 6 ● The landlord or management complied with the notice
7 requirements of the "Mobile Home Park Act";
- 8 ● The landlord or management provided the home owner
9 with a statement of reasons for termination of the tenancy;
10 and
- 11 ● The reasons for termination of the tenancy are true and
12 valid under the "Mobile Home Park Act".

13 To defend against an eviction action, a home owner must appear
14 in court. If the court rules in favor of the landlord or management of the
15 mobile home park, the home owner has not less than thirty days from the
16 time of the ruling to either remove or sell the mobile home and to vacate
17 the premises. If the home owner wishes to extend such period beyond
18 thirty days but not more than sixty days from the date of the ruling, the
19 home owner shall prepay to the landlord an amount equal to a pro rata
20 share of rent for each day following the expiration of the initial thirty-day
21 period after the court's ruling that the mobile home owner will remain on
22 the premises. All prepayments shall be paid no later than thirty days after
23 the court ruling. This section does not preclude earlier removal by law
24 enforcement officers of a mobile home or one or more mobile home
25 owners or occupants from the mobile home park if a mobile home owner
26 violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303,
27 Colorado Revised Statutes.

1 **SECTION 11.** In Colorado Revised Statutes, 38-12-701, **amend**
2 (2)(b) as follows:

3 **38-12-701. Notice of rent increase.** (2) (b) A landlord ~~may~~
4 SHALL not terminate a residential tenancy in which there is no written
5 agreement by serving a tenant with a notice to ~~quit pursuant to section~~
6 ~~13-40-107~~ TERMINATE TENANCY with the primary purpose of increasing
7 a tenant's rent in a manner inconsistent with this section.

8 **SECTION 12.** In Colorado Revised Statutes, 38-12-222, **amend**
9 (3) as follows:

10 **38-12-222. Residents' right to privacy.** (3) Except when posting
11 notices that are required by law or by a rental agreement, the management
12 shall make a reasonable effort to notify a resident of the management's
13 intention to enter the mobile home space at least ~~forty-eight~~
14 SEVENTY-TWO hours before entry. The notification must include the date
15 and approximate time of the planned entry and must be delivered in a
16 manner that is reasonably likely to be seen or heard by the resident in a
17 timely manner.

18 **SECTION 13.** In Colorado Revised Statutes, 38-12-508, **amend**
19 (4) as follows:

20 **38-12-508. Landlord's defenses to a claim of breach of**
21 **warranty - limitations on claiming a breach.** (4) Except as provided
22 in section 38-12-509 (2), a tenant may not assert a breach of the warranty
23 of habitability as a defense to a landlord's action for possession based
24 upon a nonmonetary violation of the rental agreement or for an action for
25 possession based upon a notice to ~~quit~~ TERMINATE TENANCY or vacate.

26 **SECTION 14.** In Colorado Revised Statutes, 38-12-509, **amend**
27 (1.5) as follows:

1 **38-12-509. Prohibition on retaliation.** (1.5) A tenant may assert
2 as a defense to a landlord's action for possession, including an action for
3 possession based on a nonmonetary violation of the rental agreement or
4 an action for possession based upon a notice to ~~quit~~ TERMINATE TENANCY
5 or vacate, that the landlord retaliated against the tenant in violation of
6 subsection (1) of this section.

7 **SECTION 15.** In Colorado Revised Statutes, 38-33-112, **amend**
8 (3) as follows:

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

26 **SECTION 16. Severability.** If any provision of this act or the
27 application of this act to any person or circumstance is held invalid, such

1 invalidity does not affect other provisions or applications of the act that
2 can be given effect without the invalid provision or application, and to
3 this end the provisions of this act are declared to be severable.

4 **SECTION 17. Safety clause.** The general assembly finds,
5 determines, and declares that this act is necessary for the immediate
6 preservation of the public peace, health, or safety or for appropriations for
7 the support and maintenance of the departments of the state and state
8 institutions.