

First Regular Session  
Seventy-fifth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 25-0412.01 Shelby Ross x4510

HOUSE BILL 25-1168

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HOUSE SPONSORSHIP

Lindsay and Espenoza,

SENATE SPONSORSHIP

Weissman,

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House Committees

Transportation, Housing & Local Government

Senate Committees

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A BILL FOR AN ACT

101 CONCERNING HOUSING PROTECTIONS FOR VICTIM-SURVIVORS OF  
102 GENDER-BASED VIOLENCE.

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Bill Summary

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

As it relates to unlawful detention of real property, the bill expands current exceptions for tenants who are victims of domestic violence to include victims of unlawful sexual behavior, stalking, and domestic abuse (victim-survivor).

If domestic violence or domestic abuse was the cause of an alleged unlawful detention of real property, current law requires the tenant to

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.

document the domestic violence or domestic abuse through a police report or a valid civil or emergency protection order (required documentation). The bill expands the required documentation to include a self-attestation affidavit or a letter signed by a qualified third party from whom the tenant sought assistance. If a tenant has been alleged to have committed unlawful detention of real property due to nonpayment or late payment of rent and the tenant has provided the landlord with the required documentation, the bill requires the landlord to offer the tenant a repayment plan no later than 48 hours after serving a demand for unpaid rent or no later than 48 hours after receiving the required documentation.

If a landlord has written or actual notice that a tenant is a victim-survivor, the bill requires the landlord to perfect service only through personal service to the tenant.

The bill requires court records related to unlawful detention of real property to remain suppressed if a defendant asserts as a defense that the defendant is a victim-survivor and provides the required documentation. The bill makes changes to certain court procedures as the procedures relate to victim-survivors.

If a tenant who is a victim-survivor terminates a lease and provides the required documentation, the tenant is not liable for damage to the dwelling unit caused by the responsible party or during the course of an incident of unlawful sexual behavior, stalking, domestic violence, or domestic abuse. The bill requires the tenant to pay no more than one month's rent following vacation only if the landlord has incurred economic damages as a direct result of the early termination and the landlord has provided documentation of the economic damages to the tenant within 30 days after termination of the agreement.

The bill prohibits a landlord from assigning a debt allegedly owed by a tenant who is a victim-survivor to a third-party debt collector unless the landlord complies with the requirement to provide the tenant with documentation of the economic damages incurred by the landlord and provides at least 90 days' written notice to the tenant.

If a tenant provides notice to the landlord that the tenant is a victim-survivor and provides the required documentation, the bill prohibits the landlord from preventing the tenant from changing the locks and prohibits the landlord from imposing fees on, taking any adverse action against, or otherwise retaliating against the tenant for changing the locks or taking other reasonable safety precautions. The bill authorizes a tenant to bring a civil action against a landlord for violating this provision.

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

2 **SECTION 1. Legislative declaration.** (1) The general assembly

1 finds and declares that:

2 (a) Subordination, misuse of power, and controlling behavior are  
3 common forms of gender-based violence. This abuse and violence can  
4 happen between intimate partners, family members, or outside a  
5 preexisting relationship and can include unlawful sexual behavior,  
6 stalking, domestic violence, and domestic abuse.

7 (b) Gender-based violence is a leading cause of statewide housing  
8 instability. In 2023 in the Denver-metro area and throughout Colorado's  
9 54 rural and non-metro counties, approximately 11% of people  
10 experiencing homelessness reported fleeing domestic violence, and 1,265  
11 statewide reported being a victim-survivor of domestic violence.

12 (c) Gender-based violence both imperils a victim-survivor's  
13 existing safe housing and exposes those victim-survivors who are  
14 experiencing housing instability to further abusive tactics.  
15 Victim-survivors are left to navigate housing insecurity in the immediate  
16 aftermath of violence in order to escape danger, often while they are  
17 isolated from support networks and services needed to locate and pay for  
18 stable housing and to protect their legal rights.

19 (d) Safe and stable housing is essential to a victim-survivor's  
20 ability to leave an abusive relationship. Often, an abuser relies on  
21 coercive emotional, physical, and financial control to prevent a  
22 victim-survivor from leaving the shared home, or the abuser weaponizes  
23 knowledge of the victim-survivor's home address to continue the abuse.  
24 In addition to the physical benefits housing provides, a stable and  
25 independent home also contributes to a victim-survivor's sense of  
26 autonomy and psychological and emotional well-being.

27 (e) Gender-based violence perpetuates cycles of poverty and

1 imperils a victim-survivor's economic stability by endangering or  
2 preventing employment, decimating credit history, and depleting the  
3 victim-survivor's available money. Consequently, many victim-survivors  
4 in Colorado face eviction when the victim-survivor is unable to pay rent.

5 (2) Therefore, the general assembly intends to preserve  
6 victim-survivors' due process rights, safety, and housing stability with  
7 laws that can be interpreted and construed broadly.

8 **SECTION 2.** In Colorado Revised Statutes, 13-40-104, **amend**  
9 (4) and (5); and **repeal** (1)(j)(III) as follows:

10 **13-40-104. Unlawful detention defined - definitions.** (1) A  
11 person has committed an unlawful detention of real property in the  
12 following cases:

13 (j) (III) ~~It shall not constitute a nuisance or disturbance for~~  
14 ~~purposes of this subsection (1)(j) if a victim of domestic violence is being~~  
15 ~~accused of causing a disturbance or nuisance as a direct result of being a~~  
16 ~~victim of domestic violence. This exception applies only to victims of~~  
17 ~~domestic violence and not to perpetrators.~~

18 (4) (a) ~~It shall not constitute~~ IS NOT an unlawful detention of real  
19 property as described in ~~paragraph (d.5), (e), or (e.5) of subsection (1)~~  
20 ~~SUBSECTION (1)(d), (1)(d.5), (1)(e), (1)(e.5), OR (1)(j) of this section if the~~  
21 ~~tenant or lessee is the victim of~~ A VICTIM-SURVIVOR OF UNLAWFUL  
22 SEXUAL BEHAVIOR, STALKING, domestic violence, ~~as that term is defined~~  
23 ~~in section 18-6-800.3, C.R.S., or of domestic abuse, as that term is~~  
24 ~~defined in section 13-14-101, (2),~~ which UNLAWFUL SEXUAL BEHAVIOR,  
25 STALKING, domestic violence, or domestic abuse was the cause of,  
26 CONTRIBUTED TO, or resulted in the alleged unlawful detention and which  
27 UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic

1 abuse has been documented by AT LEAST ONE OF the following:

2 (I) A police report; ~~or~~

3 (II) A valid civil, CRIMINAL, or emergency protection order OR  
4 RESTRAINING ORDER ISSUED PURSUANT TO ARTICLE 14 OR ARTICLE 14.5  
5 OF TITLE 13 OR SECTION 18-1-1001;

6 (III) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT  
7 IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,  
8 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF  
9 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
10 DOMESTIC ABUSE IS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN THE  
11 ALLEGED UNLAWFUL DETENTION OF REAL PROPERTY DESCRIBED IN  
12 SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS SECTION; OR

13 (IV) A LETTER SIGNED BY A QUALIFIED THIRD PARTY, INCLUDING,  
14 BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER OF A  
15 VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL WORKER,  
16 A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL HEALTH  
17 PROVIDER, AS DEFINED IN SECTION 38-12-401, FROM WHOM A TENANT HAS  
18 SOUGHT ASSISTANCE RELATING TO UNLAWFUL SEXUAL BEHAVIOR,  
19 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE. THE LETTER MUST  
20 STATE THAT THE QUALIFIED THIRD PARTY BELIEVES THAT THE INCIDENT  
21 OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
22 DOMESTIC ABUSE OCCURRED AND IS THE CAUSE OF, CONTRIBUTED TO, OR  
23 RESULTED IN THE ALLEGED UNLAWFUL DETENTION DESCRIBED IN  
24 SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS SECTION.

25 (b) A person is not guilty of an unlawful detention of real property  
26 pursuant to ~~paragraph (a) of this subsection (4)~~ SUBSECTION (4)(a) OF THIS  
27 SECTION, INCLUDING FOR NONPAYMENT OF RENT, IF THE TENANT AGREES

1 TO AND REMAINS COMPLIANT WITH THE REQUIREMENTS DESCRIBED IN  
2 SUBSECTION (4)(e) OF THIS SECTION AND if the alleged violation of the  
3 rental or lease agreement ~~is a result of~~ WAS CAUSED BY OR RESULTED  
4 FROM UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or  
5 domestic abuse against the tenant or lessee.

6 (c) A rental, lease, or other ~~such~~ agreement ~~shall~~ MUST not contain  
7 a waiver ~~by the tenant or lessee~~ of the protections provided in this  
8 subsection (4).

9 (d) ~~Nothing in~~ This subsection (4) ~~shall~~ DOES NOT prevent the  
10 landlord from seeking judgment for possession against the tenant or  
11 lessee of the premises who ~~perpetuated~~ IS RESPONSIBLE FOR the  
12 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC violence, or  
13 DOMESTIC abuse that was the cause of, CONTRIBUTED TO, or resulted in  
14 the alleged unlawful detention OF REAL PROPERTY.

15 (e) (I) (A) IF THE TENANT HAS BEEN ALLEGED TO HAVE  
16 COMMITTED UNLAWFUL DETENTION OF REAL PROPERTY DUE TO  
17 NONPAYMENT OR LATE PAYMENT OF RENT AND THE TENANT HAS  
18 PROVIDED DOCUMENTATION PURSUANT TO SUBSECTION (4)(a) OF THIS  
19 SECTION THAT THE TENANT IS A VICTIM-SURVIVOR, THE LANDLORD SHALL  
20 OFFER THE TENANT A REPAYMENT PLAN NO LATER THAN FORTY-EIGHT  
21 HOURS AFTER SERVING A DEMAND FOR UNPAID RENT OR NO LATER THAN  
22 FORTY-EIGHT HOURS AFTER RECEIVING THE DOCUMENTATION DESCRIBED  
23 IN SUBSECTION (4)(a) OF THIS SECTION, WHICHEVER IS LATER. THE TENANT  
24 MAY ACCEPT A REPAYMENT PLAN AT ANY POINT PRIOR TO AN ORDER OF  
25 JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES; EXCEPT THAT  
26 A TENANT MAY ACCEPT A REPAYMENT PLAN AFTER AN ORDER OF  
27 JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES IF THE

1 LANDLORD OFFERS THE REPAYMENT PLAN AFTER THE ORDER IS ENTERED  
2 OR LESS THAN FORTY-EIGHT HOURS PRIOR TO THE ENTRY OF THE  
3 JUDGMENT AND IF THE TENANT ACCEPTS THE REPAYMENT PLAN THE  
4 COURT MUST VACATE THE ORDER. A COURT SHALL NOT ENTER AN ORDER  
5 OF JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES DURING THE  
6 PENDENCY OF A REPAYMENT PLAN, EXCEPT AS PROVIDED IN SUBSECTION  
7 (4)(e)(I)(B) OF THIS SECTION. A LANDLORD'S FAILURE TO OFFER A  
8 REPAYMENT PLAN PURSUANT TO THIS SUBSECTION (4)(e)(I)(A) IS AN  
9 AFFIRMATIVE DEFENSE TO AN ACTION FOR UNLAWFUL DETAINER. THE  
10 REPAYMENT PLAN MUST BE STRUCTURED AT THE TENANT'S DISCRETION  
11 AND MUST INCLUDE, AT A MINIMUM, A REQUIREMENT THAT THE TENANT  
12 PAY THE FULL REPAYMENT OF ALL LAWFULLY OWED RENT AND MAKE  
13 PAYMENTS ON A MONTHLY BASIS, AND THE REPAYMENT PLAN MUST  
14 INCLUDE THE AMOUNT THAT MUST BE PAID ON A MONTHLY BASIS. THE  
15 REPAYMENT PLAN MUST NOT EXCEED EIGHTEEN MONTHS FROM THE DATE  
16 THE PLAN IS ESTABLISHED.

17 (B) THE TENANT SHALL MAKE PAYMENTS ACCORDING TO THE  
18 REPAYMENT PLAN SCHEDULE. ANY PAYMENT MADE MORE THAN FOURTEEN  
19 DAYS AFTER THE DATE AGREED UPON FOR EACH PAYMENT INSTALLMENT  
20 IS UNTIMELY. IF A TENANT FAILS TO MAKE A PAYMENT OR MAKES THREE  
21 OR MORE UNTIMELY PAYMENTS, THE LANDLORD MAY SERVE, NO SOONER  
22 THAN TEN DAYS AFTER THE PAYMENT IS UNTIMELY OR IS NOT MADE, THE  
23 TENANT WITH A NOTICE OF DEFAULT DEMANDING PAYMENT OF ALL RENT  
24 THAT REMAINS LAWFULLY OWED A PAYMENT THAT IS NOT MADE BEFORE  
25 THE NEXT MONTHLY PAYMENT IS DUE CONSTITUTES A FAILURE TO MAKE  
26 A PAYMENT. IF THE TENANT FAILS TO MAKE THE PAYMENT OF ALL  
27 REMAINING RENT WITHIN TEN DAYS, THE LANDLORD MAY FILE A MOTION

1 FOR JUDGMENT FOR POSSESSION. IN AN ACTION FOR JUDGMENT FOR  
2 POSSESSION, THE TENANT MAY ASSERT ANY AVAILABLE DEFENSES FOR  
3 NONPAYMENT OF RENT THAT MAY BE APPLICABLE.

4 (C) A LANDLORD SHALL NOT CHARGE A TENANT ANY FEES,  
5 INTEREST, OR PENALTIES ASSOCIATED WITH A REPAYMENT PLAN.

6 (II) IF A TENANT HAS SATISFIED THE DOCUMENTATION  
7 REQUIREMENTS DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION AND  
8 THE TENANT RELINQUISHES POSSESSION OF THE PROPERTY, THE TENANT IS  
9 ENTITLED TO REPAY ANY LAWFULLY OWED RENT AND IS ENTITLED TO ANY  
10 OTHER PROTECTIONS AVAILABLE PURSUANT TO SUBSECTION (4)(e)(I) OF  
11 THIS SECTION, AND THE LANDLORD SHALL NOT PURSUE A CLAIM FOR  
12 MONETARY DAMAGES UNLESS THE TENANT HAS FAILED TO COMPLY WITH  
13 THE TERMS OF THE REPAYMENT PLAN.

14 (5) As used in this section, unless the context otherwise requires:

15 (a) "DOMESTIC ABUSE" HAS THE SAME MEANING AS SET FORTH IN  
16 SECTION 38-12-401.

17 (b) "DOMESTIC VIOLENCE" HAS THE SAME MEANING AS SET FORTH  
18 IN SECTION 38-12-401.

19 (a) (c) "Employer-provided housing agreement" means a  
20 residential tenancy agreement between an employee and an employer  
21 when the employer or an affiliate of the employer acts as a landlord.

22 (b) (d) "Exempt residential agreement" means a residential  
23 agreement leasing a single family home by a landlord who owns five or  
24 fewer single family rental homes and who provides notice in the  
25 agreement that a ten-day notice period required pursuant to this section  
26 does not apply to the tenancy entered into pursuant to the agreement.

27 (e) "STALKING" HAS THE SAME MEANING AS SET FORTH IN SECTION



1 38-12-401.

2 (f) "UNLAWFUL SEXUAL BEHAVIOR" HAS THE SAME MEANING AS  
3 SET FORTH IN SECTION 38-12-401.

4 (g) "VICTIM-SURVIVOR" HAS THE SAME MEANING AS SET FORTH IN  
5 SECTION 38-12-401.

6 **SECTION 3.** In Colorado Revised Statutes, 13-40-106, **add** (4)  
7 as follows:

8 **13-40-106. Written demand.** (4) IF THE DEMAND OR NOTICE  
9 REQUIRED BY SECTION 13-40-104 OR 38-12-1303 INCLUDES A DEMAND  
10 FOR UNPAID RENT, THE DEMAND OR NOTICE MUST INCLUDE A STATEMENT  
11 THAT IF THE TENANT HAS EXPERIENCED UNLAWFUL SEXUAL BEHAVIOR,  
12 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE THAT HAS CAUSED  
13 THE TENANT TO MISS A RENT PAYMENT, THE TENANT MAY PROVIDE THE  
14 LANDLORD WITH DOCUMENTATION OF THE UNLAWFUL SEXUAL BEHAVIOR,  
15 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND IS ENTITLED TO  
16 A REPAYMENT PLAN THAT ALLOWS THE TENANT TO REPAY THE UNPAID  
17 RENT OVER A PERIOD OF TIME NOT TO EXCEED EIGHTEEN MONTHS.

18 **SECTION 4.** In Colorado Revised Statutes, 13-40-107.5, **amend**  
19 (5)(c); and **add** (1)(e) as follows:

20 **13-40-107.5. Termination of tenancy for substantial violation**  
21 **- definition - legislative declaration.** (1) The general assembly finds and  
22 declares that:

23 (e) A TENANT WHO EXPERIENCES UNLAWFUL SEXUAL BEHAVIOR,  
24 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE IS NOT RESPONSIBLE  
25 FOR THE ACTS OF THE RESPONSIBLE PARTY, ESPECIALLY WHEN THE  
26 RESPONSIBLE PARTY EXERCISES CONTROL OVER THE TENANT, AND THE  
27 TENANT MUST NOT BE UNFAIRLY PENALIZED OR SUFFER THE UNDUE LOSS

1 OF HOUSING DUE TO THE ACTS OF THE RESPONSIBLE PARTY.

2 (5) (c) (I) ~~The~~ A landlord ~~shall~~ DOES not have a basis for  
3 possession ~~under~~ PURSUANT TO this section if the tenant or lessee is the  
4 ~~victim~~ VICTIM-SURVIVOR of UNLAWFUL SEXUAL BEHAVIOR, STALKING,  
5 domestic violence, ~~as that term is defined in section 18-6-800.3, C.R.S.,~~  
6 ~~or of domestic abuse, as that term is defined in section 13-14-101 (2),~~  
7 which UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or  
8 domestic abuse was the cause of, CONTRIBUTED TO, or resulted in the  
9 alleged substantial violation and ~~which~~ THE UNLAWFUL SEXUAL  
10 BEHAVIOR, STALKING, domestic violence, or domestic abuse has been  
11 documented pursuant to ~~the provisions set forth in~~ section 13-40-104 (4).

12 (II) ~~Nothing in this paragraph (c) shall~~ THIS SUBSECTION (5)(c)  
13 DOES NOT prevent ~~the~~ A landlord from seeking possession against a tenant  
14 or lessee of the premises who ~~perpetuated~~ IS RESPONSIBLE FOR the  
15 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC violence, or  
16 DOMESTIC abuse that was the cause of, CONTRIBUTED TO, or resulted in  
17 the alleged substantial violation.

18 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-108 as  
19 follows:

20 **13-40-108. Service of notice to vacate or demand.** (1) EXCEPT  
21 AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, a written notice to  
22 vacate or demand as required by section 13-40-104, 38-12-202,  
23 38-12-204, or 38-12-1303 may be served by delivering a copy of the  
24 notice to a known tenant occupying the premises, or by leaving ~~such~~ THE  
25 copy with ~~some~~ A person OR a member of the tenant's family ~~above the~~  
26 ~~age of fifteen years~~ WHO IS OLDER THAN FIFTEEN YEARS OF AGE, residing  
27 on or in charge of the premises, or, in case no one is on the premises after

1 attempts at personal service at least once on two separate days, by posting  
2 the copy in ~~some~~ A conspicuous place on the premises.

3 (2) IF A TENANT PROVIDES THE LANDLORD WITH WRITTEN OR  
4 ACTUAL NOTICE THAT THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL  
5 SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE,  
6 THE LANDLORD SHALL ONLY PERFECT SERVICE DESCRIBED IN SUBSECTION  
7 (1) OF THIS SECTION THROUGH PERSONAL SERVICE TO THE TENANT WHO  
8 PROVIDED THE WRITTEN OR ACTUAL NOTICE.

9 **SECTION 6.** In Colorado Revised Statutes, 13-40-110.5, **amend**  
10 (3) as follows:

11 **13-40-110.5. Automatic suppression of court records -**  
12 **definition.** (3) (a) EXCEPT AS PROVIDED IN SUBSECTIONS (3)(b) AND  
13 (3)(c) OF THIS SECTION, when an order granting the plaintiff possession  
14 of the premises is entered in an action to which this section applies, the  
15 record is no longer a suppressed court record and the court shall make the  
16 record available to the public unless the parties to the action agree that the  
17 record ~~should~~ remain suppressed. If the parties agree that the record  
18 ~~should~~ remain suppressed, the record remains a suppressed court record.

19 (b) IF A DEFENDANT IN AN ACTION PURSUANT TO THIS ARTICLE 40  
20 ASSERTS A DEFENSE PURSUANT TO SECTION 13-40-104 (4)(a) AND  
21 PROVIDES THE REQUIRED DOCUMENTATION, THE RECORD MUST REMAIN  
22 SUPPRESSED, EVEN IF AN ORDER GRANTING THE PLAINTIFF POSSESSION OF  
23 THE PREMISES IS ENTERED.

24 (c) A DEFENDANT WHO IS A VICTIM-SURVIVOR PURSUANT TO  
25 SECTION 13-40-104 MAY FILE A MOTION OR PETITION TO SUPPRESS A  
26 COURT RECORD RELATED TO AN ACTION FOR POSSESSION, INCLUDING A  
27 RECORD THAT PREDATES THE EFFECTIVE DATE OF THIS SECTION. UPON

1 RECEIVING A MOTION OR PETITION TO SUPPRESS, THE COURT SHALL  
2 SUPPRESS ANY RELATED RECORDS IF A TENANT PROVIDES ONE OR MORE OF  
3 THE DOCUMENTS DESCRIBED IN SECTION 13-40-104 (4)(a) AND ASSERTS  
4 THAT PUBLIC ACCESS TO THE RECORDS POSES A RISK TO THE DEFENDANT'S  
5 SAFETY OR THE SAFETY OF A FAMILY MEMBER OF THE DEFENDANT'S  
6 HOUSEHOLD.

7 **SECTION 7.** In Colorado Revised Statutes, 13-40-111, **amend**  
8 (6)(b); and **add** (6)(d) and (6)(e) as follows:

9 **13-40-111. Issuance and return of summons.** (6) A summons  
10 issued pursuant to this section must also contain:

11 (b) A form that allows either party to request all documents in the  
12 landlord's and tenant's possession relevant to the current action; ~~and~~

13 (d) A STATEMENT, IN BOLD-FACED TYPE, THAT INFORMS THE  
14 DEFENDANT THAT IF THE DEFENDANT HAS EXPERIENCED UNLAWFUL  
15 SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE  
16 THAT WAS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN AN ALLEGED  
17 LEASE VIOLATION THAT IS THE SUBJECT OF THE ACTION FOR POSSESSION,  
18 A DEFENSE MAY EXIST AND THE TENANT MAY BE ENTITLED TO A  
19 REPAYMENT PLAN PURSUANT TO SECTION 13-40-104 (4)(e) FOR ANY RENT  
20 THAT REMAINS LAWFULLY OWED; AND

21 (e) INFORMATION ABOUT HOW TO ENROLL IN THE ADDRESS  
22 CONFIDENTIALITY PROGRAM PURSUANT TO PART 21 OF ARTICLE 30 OF  
23 TITLE 24.

24 **SECTION 8.** In Colorado Revised Statutes, 13-40-112, **amend**  
25 (1) and (2) as follows:

26 **13-40-112. Service.** (1) ~~Such~~ A summons may be served by  
27 personal service as in any civil action. A copy of the complaint must be

1 served with the summons. IF A DEFENDANT PROVIDES THE PLAINTIFF WITH  
2 WRITTEN OR ACTUAL NOTICE THAT THE DEFENDANT IS A VICTIM-SURVIVOR  
3 OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
4 DOMESTIC ABUSE, THE PLAINTIFF SHALL ONLY PERFECT SERVICE THROUGH  
5 PERSONAL SERVICE TO THE DEFENDANT WHO PROVIDED THE WRITTEN OR  
6 ACTUAL NOTICE.

7 (2) EXCEPT AS PROVIDED IN SUBSECTION (1) OF THIS SECTION, if  
8 personal service cannot be ~~had~~ MADE upon the defendant by a person  
9 qualified under the Colorado rules of civil procedure to serve process,  
10 after having made diligent effort to make ~~such~~ THE personal service, ~~such~~  
11 THE person may make service by posting a copy of the summons and the  
12 complaint in some conspicuous place upon the premises. In addition,  
13 ~~thereto~~, the plaintiff shall mail, no later than the next business day  
14 following the day on which ~~he or she~~ THE PLAINTIFF files the complaint,  
15 a copy of the summons, or, in the event that an alias summons is issued,  
16 a copy of the alias summons, and a copy of the complaint to the defendant  
17 at the premises by postage prepaid, first-class mail.

18 **SECTION 9.** In Colorado Revised Statutes, 13-40-113, **amend**  
19 (1), (2), and (4)(a); and **add** (4)(a.5) as follows:

20 **13-40-113. Answer of defendant - additional and amended**  
21 **pleadings.** (1) (a) The defendant shall file with the court, at or before the  
22 day specified for the defendant's appearance in the summons, an answer  
23 in writing. The defendant's answer must set forth the grounds on which  
24 the defendant bases the defendant's claim for possession, admitting or  
25 denying all of the material allegations of the complaint, and presenting  
26 every defense ~~which~~ THAT then exists and upon which the defendant  
27 intends to rely, either by including the same in the defendant's answer or

1 by simultaneously filing motions setting forth ~~every such~~ EACH defense.

2 (b) IF THE DEFENDANT ASSERTS BY MOTION THAT THE DEFENDANT  
3 DID NOT TIMELY FILE AN ANSWER IN WRITING BECAUSE THE DEFENDANT  
4 IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,  
5 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND DID NOT RECEIVE OR HAVE  
6 A REASONABLE OPPORTUNITY TO REVIEW THE SUMMONS AND COMPLAINT  
7 OR THE DEFENDANT WAS OTHERWISE UNABLE TO APPEAR, THE COURT  
8 SHALL RELIEVE THE DEFENDANT FROM FINAL JUDGMENT AND VACATE ANY  
9 JUDGMENT OR WRIT OF RESTITUTION THAT MAY HAVE BEEN ISSUED AND  
10 PROVIDE THE DEFENDANT WITH A REASONABLE AMOUNT OF TIME, NO LESS  
11 THAN SEVEN DAYS, TO SUBMIT AN ANSWER TO THE COMPLAINT.

12 (2) The court for good cause may permit the filing of additional  
13 and amended pleadings if it will not result in a delay prejudicial to the  
14 defendant. IF THE DEFENDANT ASSERTS A DEFENSE DESCRIBED IN SECTION  
15 13-40-104 (4)(a), THE COURT SHALL PERMIT THE FILING OF ADDITIONAL  
16 AND AMENDED PLEADINGS.

17 (4) After an answer is provided to the court pursuant to this  
18 section:

19 (a) The court shall set a date for trial no sooner than seven DAYS,  
20 but not more than ten days, after the answer is filed, unless the defendant  
21 requests a waiver of ~~this~~ THE requirement in the defendant's answer or  
22 after filing an answer; except that a court may extend beyond ten days if  
23 either party demonstrates good cause for an extension, if the court  
24 otherwise finds justification for the extension, or if a party participating  
25 remotely pursuant to section 13-40-113.5 was disconnected and unable  
26 to reestablish connection. The requirement set forth in this subsection  
27 (4)(a) does not apply to a forcible entry and detainer petition that alleges

1 a substantial violation, as defined in section 13-40-107.5 (3), or  
2 terminates a tenancy pursuant to section 38-12-203 (1)(f), UNLESS THE  
3 ALLEGED SUBSTANTIAL VIOLATION OR TERMINATION OF TENANCY IS A  
4 RESULT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC  
5 VIOLENCE, OR DOMESTIC ABUSE.

6 (a.5) IF A DEFENDANT IN AN ACTION FILED PURSUANT TO THIS  
7 ARTICLE 40 ASSERTS A DEFENSE DESCRIBED IN SECTION 13-40-104 (4)(a)  
8 AND REQUESTS AN EXTENSION OF A SCHEDULED TRIAL DATE, THE COURT  
9 SHALL FIND GOOD CAUSE EXISTS TO EXTEND THE TRIAL DATE BEYOND TEN  
10 DAYS AFTER THE ANSWER IS FILED AND SHALL MAKE ALL REASONABLE  
11 EFFORTS TO SCHEDULE THE TRIAL DATE TO ACCOMMODATE ANY SAFETY  
12 CONCERNS RAISED BY THE DEFENDANT REQUESTING THE EXTENSION.

13 **SECTION 10.** In Colorado Revised Statutes, 13-40-115, **amend**  
14 (4) introductory portion as follows:

15 **13-40-115. Judgment - writ of restitution - cure period.** (4) A  
16 landlord who provides a tenant with proper notice of nonpayment shall  
17 accept payment of the tenant's full payment of all amounts LAWFULLY due  
18 according to the notice, as well as any rent that remains due under the  
19 rental agreement OR THAT REMAINS DUE PURSUANT TO A REPAYMENT  
20 PLAN ESTABLISHED PURSUANT TO SECTION 13-40-104 (4)(e), at any time  
21 until a judge issues a judgment for possession pursuant to subsection (1)  
22 or (2) of this section. A tenant may pay this amount to either the landlord  
23 or to the court. Once a court has confirmation that the full amount has  
24 been timely paid, the court shall:

25 **SECTION 11.** In Colorado Revised Statutes, 13-40-122, **amend**  
26 (1)(a) introductory portion; and **add** (1)(a.5) as follows:

27 **13-40-122. Writ of restitution after judgment - definitions.**

1 (1) (a) EXCEPT AS PROVIDED IN SUBSECTION (1)(a.5) OF THIS SECTION, a  
2 court shall not issue a writ of restitution upon any judgment entered in  
3 any action pursuant to this article 40 until forty-eight hours after the time  
4 of the entry of the judgment. If the writ of restitution concerns a  
5 residential tenant who receives supplemental security income, social  
6 security disability insurance under Title II of the federal "Social Security  
7 Act", 42 U.S.C. sec. 401 et seq., as amended, or cash assistance through  
8 the Colorado works program created in part 7 of article 2 of title 26, the  
9 writ must specify that the writ is not executable for thirty days after entry  
10 of judgment pursuant to subsection (1)(b) of this section; except in the  
11 case:

12 (a.5) IF THE WRIT OF RESTITUTION CONCERNS A RESIDENTIAL  
13 TENANT WHO ASSERTS A DEFENSE PURSUANT TO SECTION 13-40-104 (4)(a)  
14 AND PROVIDES THE REQUIRED DOCUMENTATION, THE WRIT MUST NOT BE  
15 EXECUTABLE FOR THIRTY DAYS AFTER ENTRY OF JUDGMENT AND MUST BE  
16 EXECUTED BY THE OFFICER IN THE DAYTIME BETWEEN SUNRISE AND  
17 SUNSET.

18 **SECTION 12.** In Colorado Revised Statutes, 38-12-103, **amend**  
19 (1) as follows:

20 **38-12-103. Return of security deposit.** (1) A landlord shall,  
21 within one month after the termination of a lease or surrender and  
22 acceptance of the premises, whichever occurs last, return to the tenant the  
23 full security deposit deposited with the landlord by the tenant, unless the  
24 lease agreement specifies a longer period of time, but not to exceed sixty  
25 days. ~~No~~ A LANDLORD SHALL NOT RETAIN THE security deposit ~~shall be~~  
26 ~~retained~~ to cover normal wear and tear. IF A TENANT TERMINATES THE  
27 LEASE PURSUANT TO SECTION 38-12-402 (2)(a) AND PROVIDES THE



1 DOCUMENTATION REQUIRED PURSUANT TO SECTION 38-12-402 (2)(a.5),  
2 THE TENANT IS NOT LIABLE FOR DAMAGE TO THE DWELLING UNIT CAUSED  
3 BY THE RESPONSIBLE PARTY OR DURING THE COURSE OF AN INCIDENT OF  
4 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
5 DOMESTIC ABUSE, AND ANY AMOUNT OF MONEY THAT THE LANDLORD  
6 RETAINS FROM THE SECURITY DEPOSIT MUST COMPLY WITH SECTION  
7 38-12-402 (2)(b). In the event that actual cause exists for retaining any  
8 portion of the security deposit, the landlord shall provide the tenant with  
9 a written statement listing the exact reasons for the retention of any  
10 portion of the security deposit. When the statement is delivered, it ~~shall~~  
11 MUST be accompanied by payment of the difference between any sum  
12 deposited and the amount retained. ~~The~~ A landlord is deemed to have  
13 complied with this section by mailing ~~said~~ THE statement and any  
14 payment required to the last-known address of the tenant. ~~Nothing in~~ This  
15 section ~~shall~~ DOES NOT preclude ~~the~~ A landlord from retaining the security  
16 deposit for nonpayment of rent, abandonment of the premises, or  
17 nonpayment of utility charges, repair work, or cleaning contracted for by  
18 the tenant.

19 **SECTION 13.** In Colorado Revised Statutes, 38-12-401, **amend**  
20 (3), (4), and (6); and **add** (4.5), (5.5), (7), and (8) as follows:

21 **38-12-401. Definitions.** As used in this part 4, unless the context  
22 otherwise requires:

23 (3) "Domestic violence" ~~has the same meaning as provided~~ MEANS  
24 THE CONDUCT DESCRIBED in section 18-6-800.3 (1) OR ANY CONDUCT  
25 DESCRIBED IN SECTION 13-14-101 (2.1).

26 (4) "Medical professional" means a person licensed to practice  
27 medicine pursuant to article 240 of title 12, or A PERSON LICENSED AND IN

1 GOOD STANDING TO PRACTICE MEDICINE IN ANOTHER STATE, OR A PERSON  
2 LICENSED to practice nursing or as a certified midwife pursuant to part 1  
3 of article 255 of title 12 OR IN ANOTHER STATE.

4 (4.5) "MENTAL HEALTH PROVIDER" MEANS AN EMPLOYEE, AGENT,  
5 OR VOLUNTEER OF A VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY,  
6 A MEDICAL PROFESSIONAL, A MENTAL HEALTH PROFESSIONAL LICENSED OR  
7 CERTIFIED PURSUANT TO ARTICLE 245 OF TITLE 12, A PEER SUPPORT  
8 SPECIALIST, AS DEFINED IN SECTION 27-60-108, OR A MENTAL HEALTH  
9 HOSPITAL, BEHAVIORAL HEALTH ENTITY, CLINIC, OR INSTITUTION.

10 (5.5) "TENANT" HAS THE SAME MEANING AS SET FORTH IN SECTION  
11 38-12-502 AND INCLUDES "HOME OWNERS", AS DEFINED IN SECTION  
12 38-12-201.5.

13 (6) "Unlawful sexual behavior" means the criminal ~~offense~~  
14 ~~described~~ OFFENSES LISTED in section 16-22-102 (9) OR ANY CONDUCT  
15 DESCRIBED IN SECTION 13-14-101 (2.9).

16 (7) "VICTIM-SURVIVOR" MEANS A RESIDENTIAL TENANT WHO HAS  
17 PROVIDED DOCUMENTATION REQUIRED PURSUANT TO SECTION 38-12-402  
18 (2)(a.5).

19 (8) "VICTIM-SURVIVOR SERVICE PROVIDER" MEANS AN  
20 ORGANIZATION OR INDIVIDUAL THAT PROVIDES SERVICES TO  
21 VICTIM-SURVIVORS OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,  
22 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, INCLUDING VICTIM'S  
23 ADVOCATES AS DESCRIBED IN SECTION 13-90-107 (1)(k)(II).

24 **SECTION 14.** In Colorado Revised Statutes, **amend** 38-12-402  
25 as follows:

26 **38-12-402. Protection for victim-survivors of unlawful sexual**  
27 **behavior, stalking, domestic violence, or domestic abuse. (1) A**

1 landlord shall not include in a residential rental agreement or lease  
2 agreement for housing a provision authorizing the landlord to terminate  
3 the agreement, or to impose a penalty on OR TAKE ANY ADVERSE ACTION  
4 AGAINST a ~~residential~~ tenant, for calls made by the ~~residential~~ tenant for  
5 peace officer assistance or other emergency assistance in response to a  
6 situation involving UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic  
7 violence, OR domestic abuse. ~~unlawful sexual behavior, or stalking. A~~  
8 ~~residential tenant may not waive~~ A RESIDENTIAL RENTAL AGREEMENT,  
9 LEASE AGREEMENT, OR OTHER AGREEMENT MUST NOT CONTAIN A WAIVER  
10 OF the ~~residential~~ tenant's right to call for police or other emergency  
11 assistance.

12 (2) (a) If a tenant to a residential rental agreement or lease  
13 agreement, OR A QUALIFIED THIRD PARTY DESCRIBED IN SUBSECTION  
14 (2)(a.5)(I)(B) OF THIS SECTION, notifies the landlord in writing that ~~he or~~  
15 ~~she~~ THE TENANT is the ~~victim~~ VICTIM-SURVIVOR of unlawful sexual  
16 behavior, stalking, domestic violence, or domestic abuse and provides to  
17 the landlord evidence of unlawful sexual behavior, stalking, domestic  
18 violence, or domestic abuse ~~victimization~~ as described in subsection  
19 (2)(a.5) of this section, and the ~~residential~~ tenant ~~seeks~~ INTENDS to vacate  
20 the premises due to fear of ~~imminent danger for self or children~~ because  
21 of the unlawful sexual behavior, stalking, domestic violence, or domestic  
22 abuse, then the ~~residential~~ tenant may terminate the residential rental  
23 agreement or lease agreement and vacate the premises without further  
24 obligation except as otherwise provided in subsection (2)(b) of this  
25 section.

26 (a.5) (I) For the purposes of subsection (2)(a) of this section,  
27 ~~(H)~~ to provide evidence that ~~he or she~~ THE TENANT is a ~~victim~~

1 VICTIM-SURVIVOR of unlawful sexual behavior, STALKING, domestic  
2 violence, or domestic abuse, a tenant may provide to ~~his or her~~ THE  
3 landlord ~~a police report written within the prior sixty days, a valid~~  
4 ~~protection order, or a written statement from a medical professional or~~  
5 ~~application assistant who has examined or consulted with the victim,~~  
6 ~~which written statement confirms such fact; and~~

7 (H) ~~To provide evidence that he or she is a victim of stalking, a~~  
8 ~~tenant may provide to his or her landlord a police report written within the~~  
9 ~~prior sixty days, a valid protection order, or a written statement from an~~  
10 ~~application assistant who has consulted with the victim, which written~~  
11 ~~statement confirms such fact~~ AT LEAST ONE OF THE FOLLOWING:

12 (A) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT IS  
13 A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,  
14 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF  
15 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
16 DOMESTIC ABUSE IS THE CAUSE OF, OR CONTRIBUTED TO, TERMINATION OF  
17 THE RESIDENTIAL TENANCY;

18 (B) A LETTER SIGNED BY A QUALIFIED THIRD PARTY, INCLUDING,  
19 BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER OF A  
20 VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL WORKER,  
21 A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL HEALTH  
22 PROVIDER FROM WHOM A TENANT HAS SOUGHT ASSISTANCE RELATING TO  
23 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
24 DOMESTIC ABUSE. THE LETTER MUST STATE THAT THE QUALIFIED THIRD  
25 PARTY BELIEVES THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR,  
26 STALKING, DOMESTIC ABUSE, OR DOMESTIC VIOLENCE OCCURRED AND IS  
27 THE GROUNDS FOR TERMINATION OF THE RESIDENTIAL TENANCY;

1 (C) A POLICE REPORT FROM THE PRIOR ONE HUNDRED AND  
2 TWENTY DAYS THAT STATES THE TENANT REPORTED UNLAWFUL SEXUAL  
3 BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE; OR

4 (D) A VALID CIVIL, CRIMINAL, OR EMERGENCY PROTECTION ORDER  
5 OR RESTRAINING ORDER ISSUED PURSUANT TO ARTICLE 14 OR ARTICLE 14.5  
6 OF TITLE 13 OR SECTION 18-1-1001.

7 (II) ADDITIONAL OR OTHER DOCUMENTATION IS NOT REQUIRED TO  
8 QUALIFY THE TENANT AS A VICTIM-SURVIVOR.

9 (b) If a tenant to a residential rental agreement or lease agreement  
10 terminates the residential rental agreement or lease agreement and vacates  
11 the premises pursuant to subsection (2)(a) of this section AND IF THE  
12 LANDLORD HAS INCURRED ECONOMIC DAMAGES AS A DIRECT RESULT OF  
13 THE TENANT'S EARLY TERMINATION OF THE AGREEMENT AND THE  
14 LANDLORD HAS PROVIDED DOCUMENTATION OF THE LANDLORD'S  
15 INCURRED ECONOMIC DAMAGES TO THE TENANT WITHIN THIRTY DAYS  
16 AFTER TERMINATION OF THE AGREEMENT, then the tenant is responsible  
17 for AN AMOUNT NOT TO EXCEED one month's rent following vacation of  
18 the premises, which amount is due and payable to the landlord within  
19 ninety days after the tenant vacates the premises; EXCEPT THAT, IF  
20 ANOTHER TENANT REMAINS ON THE RESIDENTIAL RENTAL AGREEMENT OR  
21 LEASE AGREEMENT AFTER THE VICTIM-SURVIVOR TERMINATES THE  
22 AGREEMENT, THE LANDLORD SHALL NOT COLLECT THE ONE MONTH'S RENT  
23 FROM THE VICTIM-SURVIVOR. The landlord is not obligated to refund the  
24 security deposit to the tenant until the tenant has paid the one month's rent  
25 pursuant to this section. ~~Notwithstanding the provisions of section~~  
26 ~~38-12-103, the landlord and the tenant to a residential rental agreement~~  
27 ~~or lease agreement may use any amounts owed to the other to offset costs~~

1 ~~for the one month's rent, or the security deposit. The provisions of this~~  
2 ~~subsection (2)(b) apply only if the landlord has experienced and~~  
3 ~~documented damages equal to at least one month's rent as a result of the~~  
4 ~~tenant's early termination of the agreement.~~ IF THE VICTIM-SURVIVOR AND  
5 RESPONSIBLE PARTY ARE BOTH PARTIES TO THE RESIDENTIAL RENTAL  
6 AGREEMENT OR LEASE AGREEMENT, THERE IS A PRESUMPTION THAT THE  
7 VICTIM-SURVIVOR RECEIVES THE FULL SECURITY DEPOSIT, LESS ANY  
8 AMOUNT LAWFULLY WITHHELD PURSUANT TO SECTION 38-12-103, AS  
9 DETERMINED AT THE END OF THE VICTIM-SURVIVOR'S TENANCY. A  
10 LANDLORD MUST NOT DEDUCT FROM A SECURITY DEPOSIT OR OTHERWISE  
11 CHARGE A VICTIM-SURVIVOR FOR DAMAGES INCURRED DUE TO THE  
12 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR  
13 DOMESTIC ABUSE EXPERIENCED BY A VICTIM-SURVIVOR, AND THE  
14 LANDLORD MAY ONLY PURSUE COMPENSATION FOR THE DAMAGES FROM  
15 THE RESPONSIBLE PARTY.

16 (c) FOR A LANDLORD TO SEEK COMPENSATION THAT INCLUDES,  
17 BUT DOES NOT EXCEED, ONE MONTH'S RENT PURSUANT TO SUBSECTION  
18 (2)(b) OF THIS SECTION, THE LANDLORD SHALL PROVIDE A WRITTEN  
19 STATEMENT OF ACTUAL DAMAGES AS A DIRECT RESULT OF THE TENANT'S  
20 EARLY TERMINATION OF THE RESIDENTIAL RENTAL AGREEMENT OR LEASE  
21 AGREEMENT WITHIN THIRTY DAYS AFTER THE DATE OF THE TENANT'S  
22 NOTICE OF TERMINATION. A LANDLORD'S FAILURE TO PROVIDE THE  
23 WRITTEN STATEMENT OF DAMAGES INCURRED WITHIN THIRTY DAYS AFTER  
24 THE DATE OF THE TENANT'S NOTICE OF TERMINATION IS A FORFEITURE OF  
25 THE LANDLORD'S RIGHT TO CHARGE OR COLLECT ANY FUTURE RENT  
26 FOLLOWING A TENANT'S EARLY TERMINATION OF THE RESIDENTIAL RENTAL  
27 AGREEMENT OR LEASE AGREEMENT PURSUANT TO THIS SECTION.

1 (d) (I) A LANDLORD SHALL NOT ASSIGN A DEBT ALLEGEDLY OWED  
2 PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION BY A VICTIM-SURVIVOR  
3 TO A THIRD-PARTY DEBT COLLECTOR UNLESS THE LANDLORD:

4 (A) COMPLIES WITH THE REQUIREMENTS DESCRIBED IN  
5 SUBSECTIONS (2)(b) AND (2)(c) OF THIS SECTION; AND

6 (B) PROVIDES AT LEAST NINETY DAYS' WRITTEN NOTICE TO THE  
7 VICTIM-SURVIVOR EXPRESSING THE LANDLORD'S INTENT TO ASSIGN THE  
8 DEBT TO A THIRD-PARTY DEBT COLLECTOR. THE WRITTEN NOTICE MUST BE  
9 PROVIDED THROUGH ANY METHOD OF COMMUNICATION THAT A  
10 VICTIM-SURVIVOR REQUESTS FOR CORRESPONDENCE, OR IF NO METHOD  
11 WAS PROVIDED, THROUGH THE LAST-KNOWN ELECTRONIC  
12 COMMUNICATION CONTACT INFORMATION, WHICH MAY INCLUDE THE  
13 VICTIM-SURVIVOR'S EMAIL ADDRESS.

14 (II) A LANDLORD SHALL NOT ASSIGN A DEBT TO A THIRD PARTY IF  
15 A VICTIM-SURVIVOR COMPLIES WITH THE LAWFUL NOTICE SEEKING  
16 COLLECTION OF THE UNPAID RENT THAT IS MADE PURSUANT TO  
17 SUBSECTION (2)(b) OF THIS SECTION AND THIS SUBSECTION (2)(d) BEFORE  
18 THE EXPIRATION OF THE NINETY-DAY NOTICE REQUIRED PURSUANT TO  
19 SUBSECTION (2)(d)(I)(B) OF THIS SECTION.

20 (III) A VIOLATION OF THIS SUBSECTION (2)(d) IS A VIOLATION OF  
21 THE "COLORADO FAIR DEBT COLLECTION PRACTICES ACT", ARTICLE 16  
22 OF TITLE 5.

23 (3) ~~Nothing in this part 4 authorizes the termination of tenancy~~  
24 ~~and~~ A LANDLORD SHALL NOT TERMINATE A RESIDENTIAL RENTAL  
25 AGREEMENT OR LEASE AGREEMENT OR eviction of a ~~residential~~ tenant  
26 solely because the ~~residential~~ tenant is the ~~victim~~ VICTIM-SURVIVOR of  
27 unlawful sexual behavior, stalking, domestic violence, or domestic abuse.

1           (4) (a) If a tenant to a residential rental agreement or lease  
2 agreement, OR A QUALIFIED THIRD PARTY DESCRIBED IN SUBSECTION  
3 (2)(a.5)(I)(B) OF THIS SECTION, notifies the landlord that the tenant is a  
4 ~~victim~~ VICTIM-SURVIVOR of unlawful sexual behavior, stalking, domestic  
5 violence, or domestic abuse, the landlord ~~shall~~ MUST not disclose ~~such~~  
6 ~~fact~~ THAT INFORMATION to any person, INCLUDING A CO-TENANT, except  
7 with the EXPRESS WRITTEN consent of the ~~victim~~ VICTIM-SURVIVOR or ~~as~~  
8 IF the landlord ~~may be~~ IS required to do so ~~by law~~ PURSUANT TO A COURT  
9 ORDER.

10           (b) If a tenant to a residential rental agreement or lease agreement  
11 terminates ~~his or her~~ THE lease pursuant to this section because ~~he or she~~  
12 THE TENANT is a ~~victim~~ VICTIM-SURVIVOR of unlawful sexual behavior,  
13 stalking, domestic violence, or domestic abuse, and the tenant provides  
14 the landlord with a new address, the landlord ~~shall~~ MUST not disclose ~~such~~  
15 THE address to any person except with the EXPRESS WRITTEN consent of  
16 the ~~victim~~ VICTIM-SURVIVOR or ~~as~~ IF the landlord ~~may be~~ IS required to do  
17 so ~~by law~~ PURSUANT TO A COURT ORDER.

18           (5) A LANDLORD SHALL NOT INQUIRE ABOUT, CONSIDER, OR  
19 REQUIRE DISCLOSURE OF ANY INFORMATION FROM A RENTAL APPLICANT  
20 REGARDING THE APPLICANT'S STATUS AS A VICTIM-SURVIVOR OR  
21 EXPERIENCE WITH UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC  
22 VIOLENCE, OR DOMESTIC ABUSE.

23           (6) THIS SECTION DOES NOT PROHIBIT A TENANT FROM  
24 TERMINATING THE TENANT'S RESIDENTIAL RENTAL AGREEMENT OR LEASE  
25 AGREEMENT PRIOR TO THE COURT'S ENTRY OF AN EVICTION ORDER.

26           (7) (a) IF A TENANT TO A RESIDENTIAL RENTAL AGREEMENT OR  
27 LEASE AGREEMENT PROVIDES NOTICE TO THE LANDLORD THAT THE



1 TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR,  
2 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND PROVIDES THE  
3 LANDLORD WITH THE DOCUMENTATION REQUIRED PURSUANT TO  
4 SUBSECTION (2)(a.5) OF THIS SECTION, THE LANDLORD SHALL NOT  
5 PREVENT THE TENANT FROM CHANGING THE LOCKS, OR IMPOSE FEES ON,  
6 TAKE ANY ADVERSE ACTION AGAINST, OR OTHERWISE RETALIATE AGAINST  
7 THE TENANT FOR CHANGING THE LOCKS, INCLUDING ELECTRONIC LOCKS,  
8 OR PREVENT THE TENANT FROM TAKING ANY OTHER REASONABLE SAFETY  
9 PRECAUTIONS, INCLUDING, BUT NOT LIMITED TO, INSTALLING WINDOW  
10 BARS, CAMERAS, OR OTHER NON-PERMANENT MODIFICATIONS TO THE  
11 DWELLING UNIT. A LANDLORD MUST TAKE ALL STEPS REASONABLY  
12 NECESSARY TO ENSURE THE SAFETY OF THE DWELLING UNIT IN RESPONSE  
13 TO A TENANT'S SAFETY CONCERNS. ANY PROVISION IN A RESIDENTIAL  
14 RENTAL AGREEMENT OR LEASE AGREEMENT THAT PROHIBITS A TENANT  
15 FROM CHANGING A LOCK AS A SAFETY PRECAUTION OR TAKING OTHER  
16 REASONABLE SAFETY PRECAUTIONS IS NULL AND VOID AND  
17 UNENFORCEABLE.

18 (b) IT IS NOT A MATERIAL VIOLATION OF THE RESIDENTIAL RENTAL  
19 AGREEMENT OR LEASE AGREEMENT PURSUANT TO SECTION 13-40-104  
20 (1)(e) OR A SUBSTANTIAL VIOLATION OF THE RESIDENTIAL RENTAL  
21 AGREEMENT OR LEASE AGREEMENT PURSUANT TO SECTION 13-40-104  
22 (1)(d.5) IF THE TENANT CHANGES THE LOCKS, INCLUDING ELECTRONIC  
23 LOCKS, OR TAKES ANY OTHER REASONABLE SAFETY PRECAUTIONS,  
24 INCLUDING, BUT NOT LIMITED TO, INSTALLING WINDOW BARS, CAMERAS,  
25 OR OTHER NON-PERMANENT MODIFICATIONS TO THE DWELLING UNIT.

26 (8) A TENANT MAY BRING A CIVIL ACTION AGAINST A LANDLORD  
27 FOR A VIOLATION OF THIS SECTION IN ORDER TO RESTRAIN FURTHER

1 VIOLATIONS AND RECOVER DAMAGES, COSTS, AND REASONABLE  
2 ATTORNEY FEES. IF THE COURT FINDS A VIOLATION OCCURRED, THE COURT  
3 SHALL AWARD THE TENANT STATUTORY DAMAGES EQUAL TO THE  
4 TENANT'S ACTUAL DAMAGES AND THE GREATER OF EITHER THREE TIMES  
5 THE MONTHLY RENT OR FIVE THOUSAND DOLLARS, AS WELL AS ANY  
6 PUNITIVE DAMAGES, OTHER DAMAGES, ATTORNEY FEES, AND COSTS THAT  
7 MAY BE OWED TO THE TENANT.

8 **SECTION 15.** In Colorado Revised Statutes, 38-12-1302, **amend**  
9 (1)(d) as follows:

10 **38-12-1302. Applicability.** (1) This part 13 applies to every  
11 residential premises in the state; except that this part 13 does not apply to:

12 (d) A residential premises that is leased to a tenant pursuant to an  
13 employer-provided housing agreement, as defined in section 13-40-104;  
14 ~~(5)(a);~~

15 **SECTION 16. Safety clause.** The general assembly finds,  
16 determines, and declares that this act is necessary for the immediate  
17 preservation of the public peace, health, or safety or for appropriations for  
18 the support and maintenance of the departments of the state and state  
19 institutions.