



**Legislative Council Staff**  
Nonpartisan Services for Colorado's Legislature

# Memorandum

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**Not a legal opinion**

**TO:** Interested Persons

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**SUBJECT:** Laws Regulating Landlords and Tenants

## Overview

While lease agreements are the primary legal contract between landlords and tenants, there are also federal, state, and local laws regulating this relationship. This memorandum provides a detailed overview of Colorado laws regulating residential lease agreements, as well as applicable federal laws and examples of stricter local laws. It concludes with a list of resources for landlords and tenants. Nothing in this memorandum should be construed as legal advice.

## Colorado Anti-Discrimination Act

The housing practices section of Colorado's Anti-Discrimination Act<sup>1</sup> includes several provisions aimed to protect individuals from discrimination in housing based on disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, or ancestry. Discriminatory acts based on these protected characteristics include:

- refusing to rent or lease housing;
- imposing inconsistent terms, conditions, or privileges for the rental;
- advertising or making any statement that indicates a preference, limitation, or discrimination;
- not making reasonable accommodations for a person with a disability;
- harassing individuals based on a protected characteristic; and

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<sup>1</sup> Section 24-34-501, *et. seq.*, C.R.S.



- retaliating against individuals who file discrimination complaints, participate in investigations, or oppose discriminatory practices.

Individuals who believe they have been discriminated against can file a complaint with the Colorado Civil Rights Division (CCRD). The CCRD investigates complaints and can offer remedies such as compensatory damages, injunctive relief, and sometimes punitive damages.

## Residential Leases

This section provides an overview of Colorado laws regulating prospective tenant applications and screening processes, the legal standards for written rental agreements, permissible security deposits, late fees, and rent increase timelines, and the Colorado Anti-Discrimination Act.

### Tenant Applications and Screening Reports

**Application fees.** A landlord may charge a prospective tenant an application fee for the purpose of entering into a written rental agreement. The amount of the fee cannot exceed the landlord's costs in processing the application and can only be charged once if a prospective tenant is applying for more than one unit that is offered by the same landlord. For example, a landlord may not charge an application fee if advertising for only one unit. Additionally, an application fee cannot be charged if the amount varies for other prospective tenants applying for the same residential unit, or if they provide a portable tenant screening report to the landlord.<sup>2</sup>

**Portable tenant screening report.** If a landlord charges an application fee, they are required to accept a portable screening report. The report, prepared by a consumer reporting agency at the request of the prospective tenant, provides identity verification, employment and income history, a rental and credit history report, and a criminal history record.

The landlord may require that the tenant screening report be completed within the previous thirty days and made available directly from the consumer reporting agency at no cost to access or use it for the rental application process.

A landlord is not required to accept a portable screening report if the landlord is only accepting applications one tenant at a time, and, if that applicant is denied, the application fee must be refunded within 20 days.<sup>3</sup>

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<sup>2</sup> Section 38-12-903, C.R.S.

<sup>3</sup> Section 38-12-904, C.R.S.



## Written Rental Agreements

**Requirements and notices.** Landlords are required to provide the tenant a signed copy of the rental agreement within seven days of the tenant signing the agreement. An electronic copy of the agreement may be provided, unless the tenant requests a paper copy.

The rental agreement must indicate the landlord's name and address, or the name and address of the landlord's authorized agent. If the landlord or authorized agent changes, the new landlord or authorized agent must provide each tenant a written or electronic notice or post the identity of the new landlord in a noticeable location on the residential premises within one business day of the change.<sup>4</sup>

**Prohibitions.** A landlord is prohibited from including certain provisions or waivers, such as monthly utility or service fees or waiving the covenant of quiet enjoyment in a written rental agreement. The full list may be found in the Colorado Revised Statutes.<sup>5</sup>

- a waiver to the right of a jury trial in a hearing to determine the possession of a dwelling unit, unless the tenant and landlord agree to a waiver;
- a waiver of the ability to bring, join, litigate, or support collective claims and actions;
- a waiver of the implied covenant of good faith and fair dealing;
- a waiver of the implied covenant of quiet enjoyment, except that an agreement may specify that a landlord is not responsible for violations by a third party acting beyond landlord control;
- a provision that purports to affix fees, damages, or penalties for tenants' failure to provide notice of nonrenewal of a rental agreement, except for actual losses incurred by a landlord;
- a provision that defines any amount or fee other than the set monthly payment for occupancy, including utilities and service charges, as "rent," and would allow landlords to collect such fees through rental collection remedies, including eviction;
- a provision that requires tenants to pay for a service billed to landlords by third-party in an amount greater than 2 percent or \$10, but not both; and
- a provision that allows a provider operating under any local, state, or federal voucher or subsidy program to pursue an action for possession based solely on the nonpayment of utilities.

**Radon testing.** Before signing a lease agreement, the landlord is required to provide a warning statement recommending that the prospective tenant have an indoor radon test performed before leasing the property. The landlord must also disclose if a radon test or tests have been conducted on the property, the most current records pertaining to radon concentrations for the property, a description of any radon concentrations detected or mitigation or remediation

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<sup>4</sup> Section 38-12-801, C.R.S.

<sup>5</sup> Section 38-12-801, C.R.S.



performed, and if a radon mitigation system has been installed. The tenant is required to sign a disclosure acknowledging they received this information from the landlord.<sup>6</sup>

Beginning on January 1, 2026, for lease agreements that are greater than one year in duration, the tenant may void a lease agreement if the landlord does not provide the radon testing written disclosures described above, or if a reasonable effort is not made to mitigate radon within 180 days if a specified air concentration level is detected by a professional.

## Deposits, Fees, and Rent Increases

**Security deposits.** The maximum security deposit a landlord can require from a tenant is two monthly rent payments.<sup>7</sup> Security deposits cannot be used to cover the normal wear and tear of a residential unit, but a landlord may keep all or a portion of the deposit for unpaid rent and utilities, repair work, cleaning contracted by the tenant, or if the tenant leaves before the lease expires.<sup>8</sup>

The landlord is required to provide the tenant with a written statement detailing reasons for the retention of all or a portion of the security deposit. Security deposits must be returned to tenants within one month, unless otherwise specified in the lease. The landlord may be responsible for three times the amount of the security deposit due to the tenant if the landlord is found to have willfully kept it.<sup>9</sup>

If a landlord permits pet animals, the maximum additional security deposit amount they may receive is \$300, which must be refundable to the tenant. Finally, a landlord cannot charge more than \$50 per month, or 1.5 percent of the tenant's monthly rent, whichever amount is greater, as a condition for pets to reside at the residential unit.<sup>10</sup>

**Late fees.** A landlord cannot charge a tenant a late fee unless a rent payment is overdue by at least seven days. The maximum late fee a landlord may charge is \$50 or five percent of the past due rent, whichever one is greater. A late fee cannot be charged unless it is disclosed in the rental agreement.<sup>11</sup>

**Rent increases.** Where no written lease exists, landlords must provide at least 60-days notice to tenants before increasing rent.<sup>12</sup> For all rental agreements, written or not, a landlord cannot

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<sup>6</sup> Section 38-12-803, C.R.S.

<sup>7</sup> Section 38-12-102.5, C.R.S.

<sup>8</sup> Section 38-12-103, C.R.S.

<sup>9</sup> Section 38-12-103(3), C.R.S.

<sup>10</sup> Section 38-12-106, C.R.S.

<sup>11</sup> Section 38-12-105, C.R.S.

<sup>12</sup> Section 38-12-701, C.R.S.



increase rent more than one-time in any twelve consecutive month period occupied by the tenant.<sup>13</sup>

## Lease Termination and Eviction

This section outlines the lease termination and eviction process for residential properties with rental agreements that are twelve months or longer.<sup>14</sup> This typically does not include short-term rental properties.

Short-term rental properties have a different lease termination and eviction process. A short-term rental property is defined as a residential premises that is leased for less than thirty consecutive days for temporary, recreational, business, or transient purposes, or a residential premises that is being leased for less than six months by a tenant who sold the residential premises to the current landlord.<sup>15</sup>

**Notice to terminate tenancy.** Under state law, a landlord must give a tenant notice that they intend to end the lease before the end of the tenant's lease.<sup>16</sup> The timeline to serve a notice to end a lease varies, depending on how long the person length of the lease:

- 1 year or more: 91 days;
- 6 months to less than 1 year: 28 days;
- 1 month to less than 6 months: 21 days;
- 1 week to less than 1 month, or at will: 3 days; or
- Less than 1 week: 1 day.<sup>17</sup>

Notice must occur before the end of the lease. No written notice to terminate tenancy is required when there is a fixed-term tenancy where both parties agree that the lease will end at a certain time.

**Eviction.** A landlord cannot evict a tenant unless the landlord has cause for eviction. Cause for eviction exists when:

- entry is made into vacant or unoccupied property without a right or title to do so;
- an individual continues to possess or occupy a property after the legal sale or foreclosure of that property;
- a tenant continues to occupy a property after the expiration or termination of their lease;
- a tenant engages in conduct that creates a nuisance or disturbance for the landlord or other tenants at the property;

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<sup>13</sup> Section 38-12-702, C.R.S.

<sup>14</sup> Section 38-12-1302, C.R.S.

<sup>15</sup> Section 38-12-1301(12), C.R.S.

<sup>16</sup> Section 13-40-107(1), C.R.S.

<sup>17</sup> Section 13-40-107(2), C.R.S.



- a tenant does not pay rent;
- a tenant materially violates the rental agreement;
- a tenant repeatedly violates the rental agreement after receiving proper notice;
- a tenant or lessee negligently damages property; or
- conditions exist constituting grounds for a no-fault eviction.<sup>18</sup>

**No-fault eviction.** In certain situations, a landlord can pursue a no-fault eviction of a tenant. The following conditions constitute grounds for a no-fault eviction:

- demolition or conversion of the property;
- substantial repairs or renovations;
- the landlord or family member of the landlord assumes occupancy of the residential premises;
- a landlord withdraws a rental unit from the market for the purpose of selling the property;
- a tenant refuses to sign a new lease with reasonable terms; and
- a tenant has a history of nonpayment of rent.<sup>19</sup>

**Eviction procedures.** Usually, landlords notify tenants of a complaint through a notice to cure, which explains the issue and gives the tenant time to correct the problem. Cure time can vary, from three days to thirty days, depending on the type of property. A notice to terminate tenancy follows if the complaint is not settled, which requires the tenant to vacate the premises, typically within three days, though time periods vary, particularly for tenants in subsidized housing. For substantial violations, like a crime, the lease will terminate three days after the notice is served. If the tenant remains, the landlord may file a summons and complaint the following day. Tenants have the right to file a response to both the summons and complaint. If a landlord proceeds with an eviction of a tenant without cause, the tenant may seek relief as provided in existing laws.<sup>20</sup>

In court, the landlord is responsible for proving that the tenant violated the lease agreement and that notices were served properly. Tenants who lose their court case must vacate the leased premises within ten days.<sup>21</sup>

**Remote participation in residential evictions.** For any residential eviction action filed in a county court, either party or any witnesses may choose to appear in person or remotely to court proceedings. A defendant who is representing themselves, known as pro se, is authorized to file an answer to a summons electronically. If either party in a residential eviction proceeding is pro se, they are authorized to file a motion or other documents electronically.<sup>22</sup>

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<sup>18</sup> Section 38-12-1303(2), C.R.S.

<sup>19</sup> Section 38-12-1303(3), C.R.S.

<sup>20</sup> Section 13-40-107.5 C.R.S.,

<sup>21</sup> Section 13-40-122(1)(b), C.R.S.

<sup>22</sup> Section 13-40-113.5(1), C.R.S.



**Eviction of tenants receiving cash assistance.** If a tenant receives supplemental security income, federal Social Security disability insurance, or cash assistance through the Colorado Works Program, and has disclosed in writing to their landlord that they receive cash assistance, then the landlord and tenant must participate in mandatory mediation prior to commencing an eviction action.

## Habitability

A habitable rental is one that is fit for tenants to live. This section identifies how a landlord and tenant must keep a rental in livable condition and outlines conditions that make a rental uninhabitable. Information about how a tenant should notify a landlord about an uninhabitable condition are included, as well as actions the landlord must take to address the condition. Finally, this section includes information about tenant options in the case where a rental is uninhabitable.

## Maintenance Obligations

By making a rental agreement the landlord guarantees that the rental is habitable and will stay habitable while the tenant lawfully occupies the rental.<sup>23</sup> The tenant also has a number of responsibilities while occupying the rental, including but not limited to keeping the rental clean, using the rental in a reasonable manner, and promptly notifying the landlord about an uninhabitable condition.

## Uninhabitable Rentals

A rental is uninhabitable due to any of the following conditions:

- appliances supplied by the landlord are not maintained or are not working;
- mold or dampness;
- lack of weather protection for roof, walls, windows, or doors;
- plumbing or gas facilities not working;
- lack of running water, enough hot water for the tenant to perform ordinary activities for cleanliness or health, and a sewage disposal system;
- heating facilities that are not maintained or working;
- faulty lighting or wiring;
- common areas not maintained or are rodent, vermin, pest, or insect infested;
- failure to exterminate rodents, vermin, pests, or insects;

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<sup>23</sup> Section 38-12-503(1), C.R.S.



- inadequate number of garbage containers, containers in disrepair, or containers not emptied often enough;
- floors, stairways, elevators, and railings not maintained;
- inadequate locks on exterior doors or inadequate locks or security devices on windows that should open;
- non-compliance with applicable building, housing, and health codes related to life, health, or safety;
- non-compliance with American National Standards Institute requirements and building, fire, health, and safety codes for remediation and cleanup after an environment public health event;
- non-compliance with cleanup standards after the unit was used as an illegal drug lab that made methamphetamine;
- non-compliance with standards related to notification about and mitigation of radon;
- non-compliance with standards related to tenant-owned cooling appliances; or
- any other condition that interferes with a tenant's life, health, or safety.<sup>24</sup>

An issue in the common area of a residential premises does not make the tenant's rental uninhabitable unless it substantially affects the use of the tenant's rental.<sup>25</sup> In addition, when an uninhabitable condition is largely caused by the misconduct of a tenant, member of a tenant's household, guest of the tenant, or a person under the tenant's control the condition is not considered a breach of the warranty of habitability.<sup>26</sup>

**Appliances.** A landlord is not required to provide appliances. However, a landlord may provide appliances for the rental at the beginning of occupancy or any time during occupancy for the length of a lease and make the provision of an appliance part of the rental agreement.<sup>27</sup>

**Air conditioning.** While landlords are not required to provide air conditioning, if they do provide an air conditioner, permanent cooling device, or portable cooling device they must maintain these appliances for the length of a lease.<sup>28</sup> A portable cooling device is an air conditioner or evaporative cooler attached to a window or sitting on the floor. Permanent changes to the rental are not needed to use a portable cooling device.<sup>29</sup>

A landlord may restrict the installation or use of a portable cooling device in certain circumstances. If the use is restricted, the landlord must provide specific communication to tenants about the restriction and plans for cooling in extreme heat.

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<sup>24</sup> Section 38-12-505, C.R.S.

<sup>25</sup> Section 38-12-505(2), C.R.S.

<sup>26</sup> Section 38-12-505(9), C.R.S.

<sup>27</sup> Section 38-12-502(1), C.R.S.

<sup>28</sup> Section 38-12-502(1), C.R.S.

<sup>29</sup> Section 38-12-502(6.5), C.R.S.





## Notice About Uninhabitable Conditions

The tenant must notify the landlord that a condition in the rental interferes with the tenant's life, health, or safety or that the rental is uninhabitable. Any type of notice provided by the tenant is sufficient if it is provided to the landlord in accordance with the terms of the rental agreement or property rules.<sup>30</sup> A rental agreement or property rule or regulation stating that the tenant must give notice of a condition to the landlord verbally waives the landlord's right to written notice.

A landlord has notice of a condition that interferes with life, health, or safety or makes a rental uninhabitable if there is any writing that establishes that the landlord knows that the condition may or does exist. Any writing may include:

- written notice from a government about the condition;
- written notice from a third party;
- written notice from a tenant where a condition may affect multiple tenants;
- tenants' written communication with maintenance staff or a service;
- written observations or reports that the landlord obtained personally, directly, or indirectly;
- or
- written notice from the tenant sent in a way that landlord typically uses to communicate with the tenant.<sup>31</sup>

**Timeline for landlord response and action.** Once a landlord receives notification from a tenant that the rental is uninhabitable, the landlord must respond to the tenant and start to take action to address the condition within 24 hours. In the case of an environmental public health event, the landlord's timeline to respond and start to address the condition increases to 72 hours.<sup>32</sup>

**Response from landlord.** The landlord must communicate to the tenant the intention to remedy or repair the condition, including an estimate of when repairs will start and be completed. The notice must also include information about the landlord's responsibilities, including providing a comparable rental and at least 24 hours-notice if the landlord needs to access the rental to repair the condition. The 24-hours-notice to enter the rental is not required if the condition substantially and imminently threatens the tenant's life, health, or safety.<sup>33</sup>

**Alternate accommodations during repair or mitigation.** When a condition significantly interferes with a tenant's life, health, and safety or in the case of an inoperable elevator when the tenant has a disability the tenant may request a comparable rental or hotel room. The

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<sup>30</sup> Section 38-12-503(3)(f), C.R.S.

<sup>31</sup> Section 38-12-503(3)(e), C.R.S.

<sup>32</sup> Section 38-12-503(6)(a), C.R.S.

<sup>33</sup> Section 38-12-503(6)(a)(III), C.R.S.



landlord must provide a comparable rental or hotel room within 24 hours after the request.<sup>34</sup> Comparable rentals or hotel rooms must include the same number of beds as those in the tenant's rental.<sup>35</sup> Comparable housing is selected and paid for by the landlord. The rental or hotel room must:

- be habitable;
- accessible to an individual with disabilities if the tenant has a disability; and
- be within five miles of the tenant's rental unless the tenant consents at the time of the request or after to a rental further than five miles away from the tenant's unit. The landlord may select a rental further from the tenant's unit if it is substantially less expensive or if a comparable rental is not available.<sup>36</sup>

The comparable rental or hotel room used for more than 48 hours must include a refrigerator with freezer and a range stove or oven. If the rental or hotel room does not provide these appliances the landlord must provide a daily reimbursement for food at the state of Colorado interstate travel rate established by the Colorado Department of Personnel and Administration.<sup>37</sup>

For a relocated tenant, the landlord is only required to pay for the per diem and reasonable costs related to the relocation, including storage and transportation.<sup>38</sup> The tenant is still responsible for any part of rent owed during the temporary relocation, and for the remainder of the lease.<sup>39</sup>

The landlord is only required to provide a hotel room for 60 consecutive days if the condition that led to the relocation cannot be remedied or repaired within 60 days for reasons outside of the landlord's control. The landlord must notify the tenant and include information about when the hotel accommodations will end and that the tenant may end their lease with no liability or financial penalty.<sup>40</sup>

**Environmental public health event.** Landlords who have notice of an uninhabitable condition due to an environmental public health event, such as a wildfire, flood, or release of toxic contaminants, must comply with the American National Standards Institute requirements and building, fire, health, and safety codes for remediation and cleanup within a reasonable amount of time, based on the conditions of the rental. Remediation and repairs are paid for by the landlord. Once repairs are made, the landlord must provide to the tenant documentation of compliance with the National Standards Institute requirements.<sup>41</sup>

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<sup>34</sup> Section 38-12-503(4)(a)(II), C.R.S.

<sup>35</sup> Section 38-12-503(4)(b)(I), C.R.S.

<sup>36</sup> Section 38-12-503(4), C.R.S.

<sup>37</sup> Section 38-12-503(4)(b), C.R.S.

<sup>38</sup> Section 38-12-503(4)(b)(IV), C.R.S.

<sup>39</sup> Section 38-12-503(4)(b)(V), C.R.S.

<sup>40</sup> Section 38-12-503(4)(c), C.R.S.

<sup>41</sup> Section 38-12-503(8), C.R.S.



A landlord can end a lease without further liability to the landlord or tenant, if there are provisions in the lease, when the rental is damaged by a sudden environmental public health event or action taken by a governmental authority that makes continued occupancy impossible. The landlord must meet the following requirements:

- the landlord was not in violation of warranty of habitability before the event;
- it is unreasonable for the landlord to remedy or repair the unit;
- give a minimum 30-days written notice to the tenant;
- grant tenant access to the rental to retrieve belongings;
- return the tenant's security deposit on or before the date the lease ends; and
- provide a discount or refund of a portion of rent paid while the rental was uninhabitable if a comparable rental or hotel room was not provided.<sup>42</sup>

### **Tenant's Remedies for an Uninhabitable Condition**

**Ending a rental agreement.** If a residence is uninhabitable, a tenant can end the rental agreement with no legal responsibility or financial penalty if the condition that made the residence uninhabitable is not repaired and the tenant provides the landlord 10- to 60-days written notice

**Deducting repairs from rent.** The tenant may deduct from rent payments the cost of repairing the uninhabitable condition if certain notice requirements are met, the landlord does not repair the condition, and a licensed or qualified professional makes the repairs.

**Filing a court case.** A tenant may file a court case when a landlord has not maintained the habitability of a rental. A tenant may also file a counterclaim of an uninhabitable rental when answering a court case filed by the landlord. Actual damages from the uninhabitable rental may be recovered, including any reduction in the fair rental value of the rental while it was uninhabitable. The tenant may also recover court costs and reasonable attorney fees.<sup>43</sup>

**Injunctive relief.** A tenant may file a court case for preliminary or permanent injunctive relief for an uninhabitable residence. Injunctive relief means that the court orders a person to do or not do something.

**Temporary restraining order.** A tenant may request a temporary restraining order in county or district court for the landlord to follow habitability requirements.

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<sup>42</sup> Section 38-12-503(11), C.R.S.

<sup>43</sup> Section 38-12-507(1)(d), C.R.S.



## Retaliation

A landlord shall not retaliate against a tenant for making a good faith complaint about habitability or attempting to exercise in good faith any right or remedy pertaining to habitability<sup>44</sup>. Retaliation includes:

- increasing rent or decreasing services;
- ending or not renewing a lease without written consent of the tenant;
- starting an eviction or threatening to evict a tenant;
- doing anything that intimidates, threatens, discriminates against, harasses, or retaliates against a tenant; or
- charging a tenant or asking a tenant for a fee, cost, or penalty.<sup>45</sup>

If a landlord retaliates against a tenant the tenant may end the lease and recover:

- damages of not more than three months' rent or three times the tenant's actual damages, whichever is greater, and
- reasonable attorney fees and costs.<sup>46</sup>

## Enforcement by the Attorney General

The Attorney General may bring a civil court case or intervene in a court case against any person who has violated or has a pattern of violating laws related to maintaining a residence. The civil penalty for individuals who violate the law is up to \$20,000 for each violation. A person violating a court order or injunction may face a civil penalty of up to \$10,000 for each violation.<sup>47</sup>

## Other Laws Regulating the Landlord-Tenant Relationship

### Federal Laws

There are many federal laws that have an impact on the landlord-tenant relationship. These are outlined below.

**Americans with Disabilities Act (ADA).** The Americans with Disabilities Act prohibits discrimination based on disability in public accommodations, including rental properties. Discrimination includes the landlord refusing to permit reasonable modifications of existing premises if the modifications are necessary for the renter to fully enjoy the premises. A landlord

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<sup>44</sup> Section 38-12-509(1)(a), C.R.S.

<sup>45</sup> Section 38-12-509(1)(b), C.R.S.

<sup>46</sup> Section 38-12-509(2), C.R.S.

<sup>47</sup> Section 38-12-512, C.R.S.



cannot require the renter to restore the interior of the premises as a condition of allowing modification. The [U.S. Department of Housing and Urban Development website](#) provides information for landlords and tenants regarding rights and responsibilities under the act.

**Bankruptcy Code.** The federal Bankruptcy Code governs how individuals can discharge debts through bankruptcy. The [Congressional Research Service has published a primer](#) on bankruptcy basics.

**Fair Credit Reporting Act (FCRA).** The Fair Credit Reporting Act regulates the collection and use of consumer credit information. The act requires a landlord who denies a tenant application based on a screening report to notify the individual of the rejection, and allows the individual to dispute errors in tenant application reporting. The [Consumer Financial Protection Bureau website](#) provides additional information about this process.

**Fair Housing Act (FHA).** The Fair Housing Act prohibits discrimination in housing based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability. In Colorado, these categories are expanded to include ancestry, creed, marital status, citizenship status, veteran or military status, income used to pay for rent, and landlord retaliation.

As such, leases may not include discriminatory language, and landlords cannot discriminate against potential tenants in protected classes. The [U.S. Department of Housing and Urban Development website](#) provides additional information about the act.

Tenants who believe they have been discriminated against within the past year may file a complaint with either the Civil Rights Division within the Department of Regulatory Agencies, or the U.S. Department of Housing and Urban Development. The Colorado Civil Rights Division also provides neutral mediation and training on fair housing laws.

**Residential Lead-Based Paint Hazard Reduction Act.** The Residential Lead-Based Paint Hazard Reduction Act requires landlords to disclose the presence of lead-based paint in homes built before 1978. As a result, landlords must provide tenants with a lead hazard information pamphlet and include lead disclosure information in the lease.

**Servicemembers Civil Relief Act.** The Servicemembers Civil Relief Act provides protections for military members entering active duty. The act allows service members who are called to active duty to terminate leases without penalty.

**Violence Against Women Act.** The Violence Against Women Act protects victims of domestic violence, dating violence, sexual assault, and stalking. The act prohibits landlords from denying housing or evicting tenants solely because they are victims of domestic violence.

**Renter income.** Landlords may use renter financial information to determine if a renter can afford a unit. Landlords may not discriminate against renters who pay for rent with public or



private assistance. Prohibited activities include: refusing to show or rent properties; including discriminating lease terms; or withholding access to privileges or areas, such as a playground.

**Citizenship status.** A landlord may not discriminate against a renter on the basis of citizenship status, including asking a renter about their citizenship or using their status to refuse to rent or to evict a person. Retaliation, intimidation, or harassment is unlawful, as is disclosing or threatening to disclose citizenship status.

## Local Ordinances

Local governments may impose additional regulations on the rights and duties of landlords and tenants. For example, the city of Boulder requires landlords to be licensed. Though local governments may impose additional regulations, current law prohibits them from enacting rent control laws.

## Additional Resources

- **[Colorado Housing Connects](#).** CHC is a nonprofit dedicated to providing Coloradans with reliable, trustworthy access to general housing and fair-housing resources. The CHC hotline can be reached at 844-926-6632.
- **[2-1-1 Colorado](#).** 211 Colorado is a confidential and multilingual service connecting Coloradans to resources in their local community. Dial 2-1-1.
- **[Colorado Civil Rights Division](#).** The CCRD in the Department of Regulatory Agencies enforces the Colorado Anti-Discrimination Act by investigating complaints and providing mediation and education.
- **[Division of Housing](#).** The DOH in the Department of Local Affairs provides rental and homeowner resources, and administers a housing choice voucher program.
- **[Division of Real Estate](#).** The DRE in the Department of Regulatory Agencies has a site dedicated to leases and renting basics.
- **[Colorado Legal Services](#).** CLS provides legal help for low-income Coloradans seeking assistance with civil legal needs. They can provide resources on legal matters, evictions, rental assistance, affordable housing, and tenant rights.