

SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Local Government & Housing.

SB24-094 be amended as follows:

- 1 Amend printed bill, page 3, line 17, after "**repeal**" insert "(4) and".
- 2 Page 4, after line 12 insert:
 - 3 "(4) ~~"Electronic notice" means notice by electronic mail or an~~
 - 4 ~~electronic portal or management communications system that is available~~
 - 5 ~~to both a landlord and a tenant."~~
- 6 Page 4, line 26, strike "LODGING." and substitute "LODGING
- 7 ESTABLISHMENT."
- 8 Page 5, line 12, strike "OR OTHER DEVICE".
- 9 Page 6, line 17, after "AND" insert "THAT THE LANDLORD WILL MAINTAIN
- 10 THE RESIDENTIAL PREMISES AS FIT FOR HUMAN HABITATION."
- 11 Page 7, line 15, strike "OR".
- 12 Page 7, line 18, strike "EVENT." and substitute "EVENT; OR
- 13 (V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE
- 14 RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE
- 15 INCEPTION OF THE TENANT'S OCCUPANCY."
- 16 Page 9, line 5, strike "MAY" and substitute "SHALL".
- 17 Page 9, line 7, strike "TENANT," and substitute "TENANT AND MAY
- 18 REQUIRE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION
- 19 WITH".
- 20 Page 10, line 27, after "INCLUDE" insert "AT LEAST".
- 21 Page 12, line 14, after "ANY" insert "UNINHABITABLE CONDITION OR".
- 22 Page 13, line 9, strike "SECTION;" and substitute "SECTION, INCLUDING
- 23 THE LANDLORD'S OBLIGATION TO PROVIDE THE TENANT A COMPARABLE
- 24 DWELLING UNIT OR HOTEL ROOM AT NO COST TO THE TENANT;"
- 25 Page 14, line 8, strike "SECTION 38-12-505 (1)" and substitute
- 26 "SUBSECTION (2)(a) OF THIS SECTION".
- 27 Page 15, line 17, after "NOTICE" insert "AT ANY TIME".

1 Page 16, line 25, strike "THE LANDLORD" and substitute
2 "NOTWITHSTANDING SECTION 38-12-103, THE LANDLORD".

3 Page 18, after line 16 insert:

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

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

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

17 Page 20, line 1, strike "repair;" and substitute "repair AND WALKWAYS,
18 STAIRWAYS, AND ENTRYWAYS LOCATED ON THE RESIDENTIAL PREMISES
19 THAT ARE REASONABLY FREE OF SNOW AND ICE;"

20 Page 20, after line 24 insert:

21 "(c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
22 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT
23 LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY
24 TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S
25 WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY
26 LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR
27 REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES,
28 REQUESTING REPAIRS, OR FOR SEEKING TO ENJOY THE TENANT'S RIGHT TO
29 SAFE AND HEALTHY HOUSING."

30 Page 21, strike lines 12 and 13 and substitute:

31 "(d) LACK OF FUNCTIONING HEATING FACILITIES AND EQUIPMENT
32 FIXTURES THAT ARE INSTALLED AND OPERATING IN COMPLIANCE WITH
33 APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE
34 MAINTAINED IN GOOD WORKING ORDER FROM OCTOBER THROUGH APRIL
35 OF EACH YEAR;"

36 Page 21, strike line 22 and substitute, "EXTERIOR DOORS THAT ALLOW
37 ENTRY INTO A RESIDENTIAL PREMISES OR A DWELLING UNIT AND ALL

- 1 EXTERIOR WINDOWS THAT ARE DESIGNED TO BE OPENED;".
- 2 Page 23, strike lines 12 and 13 and substitute "PRIORITIZE A TENANT WHO
3 REQUESTS THE INSTALLATION OR USAGE OF A PORTABLE COOLING DEVICE
4 TO ACCOMMODATE THE TENANT'S DISABILITY OVER OTHER TENANTS'
5 REQUESTS TO INSTALL OR USE A PORTABLE COOLING DEVICE.".
- 6 Page 24, after line 10 insert:
- 7 "(e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S
8 OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE
9 ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION
10 24-34-502.2.".
- 11 Page 24, line 21, strike "SPECIFIES:" and substitute "STATES:".
- 12 Page 25, lines 2 and 3, strike "COMPLETELY REMEDIES OR REPAIRS THE
13 CONDITION STATED IN THE TENANT'S NOTICE" and substitute "COMMENCES
14 OR COMPLETES REMEDIAL ACTION".
- 15 Page 25, line 11, after "(b)" insert "(I)".
- 16 Page 25, strike lines 17 through 20 and substitute:
- 17 "(A) AT LEAST TEN DAYS' WRITTEN NOTICE THAT STATES THE
18 SAME UNINHABITABLE CONDITION HAS RECURRED; AND
19 (B) THE DATE THAT THE TENANT INTENDS TO TERMINATE THE
20 RENTAL AGREEMENT AND VACATE THE DWELLING UNIT, WHICH DATE MUST
21 BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO
22 THE LANDLORD.
23 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
24 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
25 ACCORDANCE WITH SUBSECTION (1)(b)(I)(B) OF THIS SECTION, THE
26 LANDLORD AND TENANT MAY AGREE IN WRITING, AT THE TIME THE
27 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
28 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
29 TERMINATE THE RENTAL AGREEMENT AND CONTINUE THE HOUSING
30 ARRANGEMENT UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL
31 AGREEMENT.".
- 32 Page 25, line 23, strike "SPECIFIES" and substitute "STATES".
- 33 Page 26, strike lines 23 through 27 and substitute:
- 34 "(A) TERMINATE THE RENTAL AGREEMENT, RETAIN ANY AMOUNT

1 OF RENT WITHHELD, AND AVOID ANY LIABILITY FOR FUTURE RENT OR
2 CHARGES UNDER THE RENTAL AGREEMENT BY PROVIDING THE LANDLORD
3 AT LEAST THREE DAYS' WRITTEN NOTICE OF THE TENANT'S INTENT TO
4 TERMINATE THE RENTAL AGREEMENT AND VACATE THE DWELLING UNIT;
5 OR".

6 Page 27, line 20, strike "(4)(b);" and substitute "(4);".

7 Page 28, line 24, strike "RENT" and substitute "OR WITHHOLDS RENTAL
8 PAYMENTS".

9 Page 28, strike line 27 and substitute "THE TENANT'S INTENT TO DEDUCT
10 OR WITHHOLD RENTAL PAYMENTS.".

11 Page 29, strike line 1.

12 Page 29, line 5, strike "OR PUNITIVE".

13 Page 29, strike lines 7 through 13 and substitute "SHALL INCLUDE ANY
14 REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT DURING
15 ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE UNINHABITABLE
16 PURSUANT TO SUBSECTION (3) OF THIS SECTION. A TENANT MAY ALSO
17 RECOVER COURT COSTS, REASONABLE ATTORNEY FEES, PUNITIVE
18 DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE COURT.".

19 Page 29, line 25, strike "38-12-503;" and substitute "38-12-503 OR BY
20 OTHER VIOLATIONS OF THIS PART 5;".

21 Page 31, line 10, after "SECURITY OR" insert "PROVIDE".

22 Page 32, strike lines 15 through 27 and substitute "DOCUMENTATION MAY
23 INCLUDE ANY RECORDS, NOTICES, REPORTS, CORRESPONDENCE, OR OTHER
24 DOCUMENTATION MAINTAINED BY THE LANDLORD IN ACCORDANCE WITH
25 SECTION 38-12-503 (5).

26 (II) IF A LANDLORD FAILS TO PROVIDE ALL RELEVANT
27 DOCUMENTATION, THE COURT SHALL ORDER A CONTINUANCE OF THE
28 TRIAL, AND REPEATED FAILURE BY THE LANDLORD TO PROVIDE ALL
29 RELEVANT DOCUMENTATION MAY BE GOOD CAUSE FOR APPROPRIATE
30 SANCTIONS AGAINST THE LANDLORD.

31 (III) IF EITHER THE LANDLORD OR TENANT FAILS TO TIMELY
32 PROVIDE ALL RELEVANT DOCUMENTATION WITHOUT GOOD CAUSE, THE
33 COURT MAY PROHIBIT OR LIMIT THE ADMISSION OF DOCUMENTS AT TRIAL
34 IF THE COURT FINDS THAT THE OPPOSING PARTY WOULD BE
35 SUBSTANTIALLY PREJUDICED BY THE DELAY IN PROVIDING SUCH
36 DOCUMENTATION.".

- 1 Page 33, line 25, strike "CLAIM".
- 2 Page 34, strike lines 6 and 7 and substitute:
 - 3 "(II) ORDER THE LANDLORD TO REMEDY OR REPAIR ANY EXISTING
 - 4 UNINHABITABLE CONDITION WITHIN A SPECIFIC TIME FRAME, INCLUDING:".
- 5 Page 35, line 8, after "ANY" insert "OTHER".
- 6 Page 36, line 2, strike "CLAIM" and strike "ORDER" and substitute
- 7 "JUDGMENT".
- 8 Page 36, line 5, after "COURT" insert "OR JURY".

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