

HB1254_L.001

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Transportation, Housing & Local Government.

HB23-1254 be amended as follows:

1 Amend printed bill, strike everything below the enacting clause and
2 substitute:

3 **"SECTION 1. Legislative declaration.** (1) The general
4 assembly finds and declares that:

5 (a) Colorado has experienced record-breaking wildfires in recent
6 years, including the Marshall fire, which burned over 6,000 acres and
7 nearly 1,100 homes in a highly urbanized area, resulting in more than
8 \$500 million in damages;

9 (b) After the Marshall fire, many renters struggled to secure safe,
10 habitable housing due to significant damage from smoke, ash, and other
11 air contaminants;

12 (c) It is typical for nearby residents to have concerns about the
13 habitability of their residential premises after being subjected to an
14 environmental public health event;

15 (d) After an environmental public health event, residential
16 premises must be returned to a condition that protects the health and
17 safety of residents from environmental contaminants, such as smoke, ash,
18 and other toxic materials related to an environmental public health event;
19 and

20 (e) There is a need to promote the remediation of residential
21 premises so that landlords, tenants, and insurance companies understand
22 what remediation must be done and who is responsible for the
23 remediation to make the premises habitable after an environmental public
24 health event.

25 (2) Therefore, the general assembly declares that it is in the best
26 interest of Colorado residents to protect the health and safety of residents
27 by ensuring that their homes are returned to a healthy, habitable, and safe
28 condition after incurring damage due to an environmental public health
29 event.

30 **SECTION 2.** In Colorado Revised Statutes, 38-12-502, **add** (4.5)
31 and (10) as follows:

32 **38-12-502. Definitions.** As used in this part 5 and part 8 of this
33 article 12, unless the context otherwise requires:

34 (4.5) "ENVIRONMENTAL PUBLIC HEALTH EVENT" MEANS A
35 NATURAL DISASTER OR AN ENVIRONMENTAL EVENT, SUCH AS A WILDFIRE,
36 A FLOOD, OR A RELEASE OF TOXIC CONTAMINANTS, THAT COULD CREATE
37 NEGATIVE HEALTH AND SAFETY IMPACTS FOR TENANTS THAT LIVE IN
38 NEARBY RESIDENTIAL PREMISES.

39 (10) "VULNERABLE POPULATION" MEANS CHILDREN, INDIVIDUALS

1 WITH ASTHMA, INDIVIDUALS WITH DISABILITIES, INDIVIDUALS WHO ARE
2 PREGNANT, OR ANY OTHER GROUP OF INDIVIDUALS THAT HAS HEALTH
3 CONDITIONS THAT COULD MAKE THE INDIVIDUALS MORE SUSCEPTIBLE TO
4 ENVIRONMENTAL CONTAMINANTS.

5 **SECTION 3.** In Colorado Revised Statutes, 38-12-503, **amend**
6 (2)(a), (2.3), (2.5), and (4)(a) introductory portion; and **add** (2.7) as
7 follows:

8 **38-12-503. Warranty of habitability - notice - landlord**
9 **obligations.** (2) Except as described in subsection (2.2) of this section,
10 a landlord breaches the warranty of habitability set forth in subsection (1)
11 of this section if:

12 (a) A residential premises is:

13 (I) Uninhabitable as described in section 38-12-505 or otherwise
14 unfit for human habitation; ~~or~~

15 (II) In a condition that materially interferes with the tenant's life,
16 health, or safety; ~~and~~ OR

17 (III) NOT IN COMPLIANCE WITH THE STANDARDS DESCRIBED IN
18 SECTION 38-12-505 (1)(b)(XIII) FOR THE REMEDIATION AND CLEAN UP OF
19 A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED DUE TO AN
20 ENVIRONMENTAL PUBLIC HEALTH EVENT; AND

21 (2.3) A tenant who gives a landlord WRITTEN OR electronic notice
22 of a condition shall send ~~such~~ THE notice ~~only to the e-mail address,~~
23 ~~phone number, or electronic portal specified by the landlord in the rental~~
24 ~~agreement for communications. In the absence of such a provision in the~~
25 ~~rental agreement, the tenant shall communicate with the landlord in a~~
26 ~~manner that the landlord has previously used~~ TYPICALLY USES to
27 communicate with the tenant. The tenant shall retain sufficient proof of
28 delivery of the ~~electronic~~ notice.

29 (2.5) A landlord ~~who~~ THAT receives from a tenant written or
30 electronic notice of a condition described by subsection (2)(a) of this
31 section shall:

32 (a) Respond to the tenant not more than twenty-four hours after
33 receiving the notice. The response must indicate the landlord's intentions
34 for remedying the condition, including an estimate of when the
35 remediation will commence and when it will be completed.

36 (b) INFORM THE TENANT OF THE LANDLORD'S RESPONSIBILITIES
37 UNDER SUBSECTION (4)(a) OF THIS SECTION IF THE REPORTED CONDITION
38 CONCERNS A CONDITION DESCRIBED IN SUBSECTION (2)(a)(II) OR
39 (2)(a)(III) OF THIS SECTION.

40 (2.7) (a) A LANDLORD THAT RECEIVES NOTICE FROM A TENANT OF
41 ANY HABITABILITY ISSUES, AS DESCRIBED IN SECTION 38-12-505 (1), WITH
42 THE TENANT'S PREMISES IS RESPONSIBLE FOR REMEDIATION OF THE
43 RESIDENTIAL PREMISES TO A HABITABLE STANDARD AT THE LANDLORD'S
44 EXPENSE.

45 (b) A LANDLORD THAT RECEIVES NOTICE FROM A TENANT OF A

1 HABITABILITY ISSUE REGARDING A RESIDENTIAL PREMISES THAT HAS BEEN
2 DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT SHALL
3 COMPLY WITH THE STANDARDS DESCRIBED IN SECTION 38-12-505
4 (1)(b)(XIII) WITHIN A REASONABLE AMOUNT OF TIME GIVEN THE
5 CONDITION OF THE PREMISES AND AT THE LANDLORD'S EXPENSE.

6 (c) A LANDLORD THAT HAS REMEDIATED A RESIDENTIAL PREMISES
7 TO A HABITABLE STANDARD FOLLOWING AN ENVIRONMENTAL PUBLIC
8 HEALTH EVENT MUST PROVIDE THE TENANT WITH DOCUMENTATION THAT
9 DEMONSTRATES COMPLIANCE WITH THE STANDARDS DESCRIBED IN
10 SECTION 38-12-505 (1)(b)(XIII).

11 (d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN
12 UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE
13 LANDLORD RECEIVES NOTICE FROM THE TENANT OF HABITABILITY ISSUES
14 AT THE RESIDENTIAL PREMISES IS NOT CONSIDERED EVIDENCE OF
15 REMEDIATION.

16 (4) (a) If the notice sent pursuant to subsection (2)(b) of this
17 section concerns a condition that is described by subsection (2)(a)(II) OR
18 (2)(a)(III) of this section, the landlord, at the request of the tenant, shall
19 provide the tenant:

20 **SECTION 4.** In Colorado Revised Statutes, 38-12-505, **amend**
21 (1)(b)(XI), (1)(b)(XII), and (3); and **add** (1)(b)(XIII) as follows:

22 **38-12-505. Uninhabitable residential premises - habitability**
23 **procedures - rules.** (1) A residential premises is deemed uninhabitable
24 if:

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

26 (XI) Locks on all exterior doors and locks or security devices on
27 windows designed to be opened that are maintained in good working
28 order; ~~or~~

29 (XII) Compliance with all applicable building, housing, and health
30 codes, the violation of which would constitute a condition that materially
31 interferes with the life, health, or safety of the tenant; OR

32 (XIII) COMPLIANCE WITH APPLICABLE STANDARDS FROM THE
33 AMERICAN NATIONAL STANDARDS INSTITUTE, OR ITS SUCCESSOR
34 ORGANIZATION, FOR THE REMEDIATION AND CLEAN UP OF A RESIDENTIAL
35 PREMISES FOLLOWING AN ENVIRONMENTAL PUBLIC HEALTH EVENT.

36 ~~(3) Unless the rental agreement provides otherwise as permitted~~
37 ~~by section 38-12-506, Before a LANDLORD LEASES A residential premises~~
38 ~~is leased to a tenant, the LANDLORD MUST ENSURE THAT THE residential~~
39 ~~premises must comply with the requirements set forth in~~ IS FIT FOR
40 HUMAN HABITATION IN ACCORDANCE WITH section 38-12-503 (1) and
41 ~~(2)(a) THAT THE RESIDENTIAL PREMISES IS NOT IN A CONDITION DESCRIBED~~
42 ~~IN SECTION 38-12-503 (2)(a).~~

43 **SECTION 6.** In Colorado Revised Statutes, 38-12-507, **amend**
44 (1)(b)(I)(B); and **add** (4) and (5) as follows:

45 **38-12-507. Breach of warranty of habitability - tenant's**

1 **remedies.** (1) If there is a breach of the warranty of habitability as set
2 forth in section 38-12-503 (2):

3 (b) (I) A tenant may obtain injunctive relief for breach of the
4 warranty of habitability in any county or district court of competent
5 jurisdiction. In a proceeding for injunctive relief, the court shall
6 determine actual damages for a breach of the warranty at the time the
7 court orders the injunctive relief. A landlord is not subject to any court
8 order for injunctive relief if:

9 (B) The proceeding for injunctive relief does not concern a
10 condition described in section 38-12-503 (2)(a)(II) OR (2)(a)(III) that has
11 not been repaired or remedied.

12 (4) IF A RESIDENTIAL PREMISES IS UNINHABITABLE PURSUANT TO
13 SECTION 38-12-505 (1) AFTER BEING DAMAGED DUE TO AN
14 ENVIRONMENTAL PUBLIC HEALTH EVENT, THE TENANT MAY TERMINATE
15 THE TENANT'S LEASE IF:

16 (a) THE TENANT HAS GIVEN THE LANDLORD WRITTEN OR
17 ELECTRONIC NOTICE THAT THE RESIDENTIAL PREMISES IS NOT SAFE FOR
18 HABITABILITY DUE TO DAMAGE FROM AN ENVIRONMENTAL PUBLIC HEALTH
19 EVENT;

20 (b) THE LANDLORD HAS NOT BEEN ABLE TO REMEDIATE THE
21 CONDITIONS OF THE RESIDENTIAL PREMISES SO THAT IT IS SAFE FOR
22 HABITABILITY WITHIN SIXTY BUSINESS DAYS AFTER THE LANDLORD HAS
23 RECEIVED NOTICE OF THE HABITABILITY ISSUE FROM THE TENANT; AND

24 (c) THE LANDLORD IS NOT ABLE TO PROVIDE ADEQUATE
25 ALTERNATIVE HOUSING ACCOMMODATIONS FOR THE TENANT FOR THE
26 DURATION OF THE TIME THAT THE RESIDENTIAL PREMISES IS BEING
27 REMEDIATED.

28 (5) NOTWITHSTANDING SUBSECTION (4) OF THIS SECTION, IF A
29 TENANT IS A MEMBER OF A VULNERABLE POPULATION, THE TENANT MAY
30 TERMINATE THE TENANT'S LEASE OR AGREEMENT AFTER THE RESIDENTIAL
31 PREMISES HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC
32 HEALTH EVENT IF:

33 (a) THE TENANT HAS GIVEN THE LANDLORD WRITTEN OR
34 ELECTRONIC NOTICE THAT THE RESIDENTIAL PREMISES IS NOT SAFE FOR
35 HABITABILITY DUE TO DAMAGE FROM AN ENVIRONMENTAL PUBLIC HEALTH
36 EVENT;

37 (b) THE LANDLORD HAS NOT BEEN ABLE TO REMEDIATE THE
38 CONDITIONS OF THE RESIDENTIAL PREMISES SO THAT IT IS SAFE FOR
39 HABITABILITY FOR THE TENANT WHO IS A MEMBER OF A VULNERABLE
40 POPULATION;

41 (c) THE LANDLORD IS NOT ABLE TO PROVIDE ADEQUATE
42 ALTERNATIVE HOUSING ACCOMMODATIONS FOR THE TENANT FOR THE
43 DURATION OF THE TIME THAT THE RESIDENTIAL PREMISES IS BEING
44 REMEDIATED; AND

45 (d) THE TENANT PROVIDES THE LANDLORD WITH EVIDENCE FROM

1 A LICENSED MEDICAL DOCTOR THAT THE TENANT'S CONDITION IS SUCH
2 THAT TO CONTINUE LIVING IN A RESIDENTIAL PREMISES THAT HAS BEEN
3 DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT WOULD BE
4 DETRIMENTAL TO THE TENANT'S HEALTH, SAFETY, OR QUALITY OF LIFE.

5 **SECTION 7.** In Colorado Revised Statutes, 38-12-509, **amend**
6 **(1); and add (1.5) as follows:**

7 **38-12-509. Prohibition on retaliation.** (1) (a) A landlord shall
8 not retaliate against a tenant by ~~increasing rent or decreasing services or~~
9 ~~by bringing or threatening to bring an action for possession~~ ENGAGING IN
10 ANY OF THE ACTIVITIES SPECIFIED IN SUBSECTION (1)(b) OF THIS SECTION
11 in response to the tenant:

12 (a) (I) Having made a good faith complaint to the landlord or to
13 a governmental agency alleging a condition described by section
14 38-12-505 (1) or any condition that materially interferes with the life,
15 health, or safety of the tenant; or

16 (b) (II) Organizing or becoming a member of a tenants'
17 association or similar organization.

18 (b) PROHIBITED RETALIATION INCLUDES:

19 (I) INCREASING RENT OR DECREASING SERVICES;

20 (II) TERMINATING A LEASE OR CONTRACT WITHOUT WRITTEN
21 CONSENT OF THE TENANT EXCEPT AS OTHERWISE PROVIDED BY LAW;

22 (III) BRINGING OR THREATENING TO BRING AN ACTION FOR
23 POSSESSION; OR

24 (IV) TAKING ACTION THAT IN ANY MANNER INTIMIDATES,
25 THREATENS, DISCRIMINATES, OR RETALIATES AGAINST A TENANT.

26 (1.5) A TENANT MAY ASSERT AS A DEFENSE TO A LANDLORD'S
27 ACTION FOR POSSESSION, INCLUDING AN ACTION FOR POSSESSION BASED
28 ON A NONMONETARY VIOLATION OF THE RENTAL AGREEMENT OR AN
29 ACTION FOR POSSESSION BASED UPON A NOTICE TO QUIT OR VACATE, THAT
30 THE LANDLORD RETALIATED AGAINST THE TENANT IN VIOLATION OF
31 SUBSECTION (1) OF THIS SECTION.

32 **SECTION 8. Safety clause.** The general assembly hereby finds,
33 determines, and declares that this act is necessary for the immediate
34 preservation of the public peace, health, or safety."

35 Page 1, strike lines 103 through 106 and substitute "CONNECTION
36 THEREWITH, SPECIFYING A LANDLORD'S REQUIREMENTS TO
37 REMEDIATE A RESIDENTIAL PREMISES THAT IS DAMAGED DUE TO AN
38 ENVIRONMENTAL PUBLIC HEALTH EVENT, EXPANDING WHAT
39 CONSTITUTES RETALIATION BY A LANDLORD, AND DESCRIBING
40 SITUATIONS IN WHICH A TENANT MAY TERMINATE A LEASE AFTER THE
41 PREMISES HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC
42 HEALTH EVENT."

** ** **