Renters’ Rights

November 2018
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INTRODUCTION

These materials are for informational purposes only and are not all-inclusive. Instead, this is a brief overview of your rights as a tenant. The information contained in this packet is not legal advice. Housing issues can be complex and always require a factual and legal analysis before legal advice can be provided.

If you are low-income or a senior citizen and find yourself facing a housing issue, you are more than welcome to contact Colorado Legal Services at 719-471-0380 or you can come to CLS’ office at 617 S. Nevada Ave. Colorado Springs CO 80903.
THINGS TO KEEP IN MIND BEFORE YOU MOVE INTO YOUR NEW HOME

- PUT EVERYTHING IN WRITING

-When you are renting an apartment or a home, you are entering into a contract with your landlord.
-It does not matter if your landlord is a corporation, the property owner, a family member or a friend: you are entering into a business relationship when you rent a place to live.
-Putting every agreement in writing and having it signed by you and the landlord protects you, as a tenant. Whether it is the lease that you sign when you first move into a rental unit, a change to the lease term, an addendum (attachment) to the lease, or an “understanding” with your landlord, any and all agreements regarding your tenancy should be put in writing and signed by you and the landlord. In the event of a disagreement with your landlord, you will want to be able to support your position with written documents. Protecting yourself by having all agreements in writing can often prevent an eviction.
-Keep in mind: while oral agreements may be legal, they are very difficult to prove in court and, because of this, putting everything in writing is the best practice for you as a tenant.
MOVING IN

Moving in to a new residence can be an exciting time. It may be a new phase in your life, a new level to a relationship, and/or a new chapter for your family. It can also be a stressful time due to planning to move into the new residence, unpacking, and making the residence your new home.

During this time of excitement and stress, it is important to keep track of certain things to protect yourself from unwanted surprises throughout your tenancy. The following are some things to remember as you are preparing for your new residence.

- **BEFORE SIGNING THE LEASE**

  Even before you sign the lease, you should ask the landlord to inspect the place that you will be renting to find out whether there are problems with the unit. If there is something wrong with the place, but the landlord says that they will fix it or take care of it, put that promise in writing.

  Make sure that you understand any and all charges that the landlord is saying that you must pay as part of the process of renting the unit. Many landlords require you to pay application fees, administrative fees for preparing the lease, security deposits, deposits for having a pet, first and last month of rent. Just because the landlord says that you only have to pay a certain amount to move in, it doesn't mean that the amount that you pay to move in will mean that you owe no money to the landlord. One of the worst things that can happen to you is for you to be behind on the rent and other charges on the day that you move into your new home.

  If your landlord is willing to allow you to pay for the security deposit over time, make sure that this agreement is also in writing. Also, make sure that if you agree to make payments toward the deposit, you can actually make the payments.

- **REVIEW THE LEASE**

  One of the first steps is signing the lease. Before you sign a lease, however, it is very important that you take enough time to completely review your new lease. Read each and every part of the lease because it is important that you know and understand what your responsibilities as a tenant will be in your new residence.
As you review the lease, pay special attention to the fees that will apply to you. Many leases include charges for late payment of rent, repair charges, legal fees, pet fees, utility charges, etc. Having a clear understanding of what you have to pay every month will help you decide whether you can afford the unit, and if you decide to rent the place, make your tenancy smoother and will help make sure you do not fall behind in your rent.

If a portion of the lease does not make sense to you, you could ask the landlord or property manager for clarification. However, keep in mind that this person may not be able to tell you the legal meaning of the lease and, in addition, your landlord may not have the same goals that you have. Because of this, it is the best practice to have an attorney review the lease, if possible. An attorney would be able to provide you with a neutral opinion that does not take your landlord’s desires into consideration.

Make sure that the written lease is exactly what you agreed to with the landlord. If your landlord tells you that any terms of the lease are different or waived, you should make the correction to the written lease and have you and your landlord initial the change. For example, if there is a no pet clause in the lease, but the landlord says that you can move in with your dog, you should cross out the no pet clause and write into the lease that the landlord agrees to allow you to have your dog in the rental unit. If your lease requires you to pay your rent on or before the 3rd day of the month, but you do not get your Social Security benefits until the 3rd day, ask the landlord to change your payment date to the 5th day of the month. If there is a difference between what the landlord told you and what is in writing, the written lease will always control.

- LENGTH OF THE LEASE

Every lease lasts for a set period of time, which is called the “term” of the lease. In some leases, after the basic period of time ends, the lease will renew automatically for either the same term, or on a month-to-month basis. Please review your lease to make sure that you follow the notice requirements to renew the lease or provide proper notice that you do not wish to renew and will be moving out. You should be very careful because many landlords’ leases try to charge tenants large sums of money if a tenant leaves before the end of the lease or moves without giving proper notice. If you think these terms are too harsh, please contact an attorney well in advance of the end of the lease.

If you are on a month-to-month lease, in most situations, you or your landlord can choose not to renew the lease for an additional month for any reason, or no reason, as long as you or your landlord provide proper notice of the lease termination; see Colorado
Revised Statute section 13-40-107. When you have a month-to-month lease, you or your landlord must give at least twenty-one (21) days’ written notice that you are ending the lease. In addition, the date that you are moving out or the landlord wants you to move out must be at the end of the lease term (usually, the end of the month). For example, if your landlord wants to terminate your lease after the month of September, you must be given notice on or before September 9. The only exception to this rule is that if your current lease (or even your expired lease) has language requiring you or the landlord to give more than twenty-one (21) days written notice, this provision in the lease (even if the lease is expired) will control. In most situations, either you - or your landlord - can terminate the tenancy “without cause” (for no reason) in a month-to-month tenancy. Some exceptions to this rule are that a landlord in a Low-Income Housing Tax Credit (LIHTC) property always needs good cause for terminating the tenancy of a tenant. This is also true in public housing and some other types of subsidized housing. In addition, a landlord cannot refuse to renew your lease for a discriminatory reason (because you are disabled or a person of color, for example), but those cases are difficult to prove.

• GETTING A COPY OF YOUR LEASE

After you have carefully reviewed and signed your lease, be sure to get a copy of the lease for your records. It is important to always have a copy of your lease because almost all disagreements between landlords and tenants can be explained by looking for the part of the lease that deals with the problem or disagreement that you are having with the landlord. If the dispute you are having results in an eviction action, the first thing that a judge is going to do is make a decision on whether you should be evicted is look at the terms of the lease to determine what rights the landlord has and what rights the tenant has under the lease.

As of August 8, 2018, landlords can no longer refuse to provide a tenant with a copy of the lease. See Colorado Revised Statute section 38-12-801. Your landlord must give you a copy of your lease, if the lease is in writing. The lease must be signed by both you and your landlord and you must be given the lease within 7 days after you signed the lease. Your landlord can give you a copy by email, but must give you a paper copy if you ask for one. While not required, it is a good practice to have all parties initial each page of the lease as well as any changes that you make to the form lease.
• **ORAL LEASES**

  If your lease is an oral lease (not written), your landlord may refuse to put the terms of the lease in writing. Oral leases, while not preferred, are legal in Colorado. The maximum term for an oral lease is one year but oral leases are often viewed by the courts to be a month-to-month lease. It would be in your interest to try to get any oral agreements put in writing and signed by you and your landlord. If your landlord is unwilling to sign a document stating the important terms of the lease (how long the lease lasts, how much you are paying for the rent), you should send the landlord an email or letter stating what you believe are the important terms of your oral agreement. In the email or letter, you might say that unless the landlord disputes what you say in writing, you will presume that the lease is as you described in the email or letter. Again, it is important for you to keep a copy of the email or letter for your records.

• **SECURITY DEPOSIT**

  In order to move into your new home, you are most likely going to have pay some money to your new landlord. Part of this payment is likely to include a security deposit.

  Make sure you get a receipt from your landlord for the payment of the security deposit at the time that you make the payment. This written proof may become necessary if there is ever a dispute over whether you paid a security deposit.

  If you are renting a unit in a mobile home park, the security deposit cannot be more than one month’s rent.

• **INSPECT THE RESIDENCE CAREFULLY AND TAKE PICTURES**

  The first thing that you should do, if possible, even before you sign the lease, but definitely during the first few hours that you are in your new place, is to do a complete inspection of the residence and take photographs of the entire residence, including photographs of any damages you see. Additionally, if after your inspection you find any conditions in need of repair in the home, you should immediately send a letter or email to your new landlord listing the conditions in need of repair or anything in the home that was damaged before you moved in. This proof may become important after you move out of the residence. Similarly, at the time that you are moving out, you should once again do a complete inspection of the
residence and take pictures of the entire unit in order to prove the condition of the unit at the
time that you moved out.

• WALK THROUGH INSPECTION

A different way of documenting the condition of your place before you move in is to
do a “walk-through” with your new landlord. A walk-through inspection gives you the
opportunity to document the condition of the residence, including any damages, before you
move in. You should be as careful and honest about the conditions of the unit. Walk-
throughs are not required by law. However, this practice may help you and your landlord to
agree about the condition of the unit. Once again, it is important to document in writing to
the landlord any problems that you may see in the home during the walk-through inspection.

When you are moving out of your residence, you should once again ask your
landlord to do a walk-through inspection of your rental unit. The landlord may use the results
of the walk-through inspection to refuse to return some or all of your security deposit based
upon rent that you might owe or for any damages beyond normal “wear and tear.” If you
disagree with any amount withheld by the landlord, the proof of the condition of the unit at
the time you moved in (especially pictures) will be very helpful in supporting your position
that your landlord is wrongfully withholding some or all of your security deposit.

• LANDLORD’S DUTY TO DELIVER POSSESSION

Now that you have signed a lease and paid the deposit, you have started a landlord-
tenant relationship with your landlord. At this stage, your landlord must give you the keys
and allow you to move in to your new home, unless, according to your lease, your tenancy
does not start until a date after you have signed the lease.
ONCE YOU ARE IN YOUR HOME

Once you are in your new residence, you should keep in mind the following points to make sure your tenancy continues without any problems. Please understand that this list does not cover every possible problem, just some of the most common ones. If you have problems once you are in your home, you may want to contact an attorney to see what your options are.

• DUTY TO PAY

A lease agreement generally requires a tenant to pay their rent to their landlord once every month. It is your obligation to make sure that you pay your full rent when due as set out in your lease. Many leases have extremely harsh penalties for failing to pay rent on time so being even a single day late can cost you a large amount of money and put you on the road to being evicted.

• RENT RECEIPTS

Many tenants pay their rent with money orders, or in cash. While we strongly advise you not to pay your rent in cash, you should always get a receipt from your landlord for any payment that you make to your landlord at the same time that the payment is made. As of August 8, 2018, landlords are required to give tenants a receipt when they pay their rent. See Colorado Revised Statute section 38-12-802. If you pay your rent by mail with cash (do not send cash through the mail) or money order, you must request a receipt from your landlord and your landlord has to give you a receipt within seven (7) days after you make the request. It is important to realize that a money order stub is not a receipt. A money order stub simply proves that you purchased a money order, but does not prove that you gave the money order to anyone. As a result, an easy way to get a receipt is to make a copy of the money order and have the landlord sign and date your copy as received or have the landlord sign and date the money order stub.

It is best to ask for a receipt, and keep the receipts for each month’s rent, in case there is ever a dispute over rent being paid. Don’t think that just because several months have gone by that you no longer have to keep your receipts. Your receipts should be kept for the entire time that you live in the rental home, and even for a few months after, in case there is a disagreement over the return of your security deposit.
• RULES AND REGULATIONS OF YOUR RESIDENCE

In addition to the written lease, many rental units have written rules and regulations that apply to the rental units and common areas. It is in your best interest to ask for, and review, a written copy of these rules.

These rules are part of your lease. You should read and understand them, so that the landlord has no reason to evict you.
WARRANTY OF HABITABILITY

While you are living in your residence, there may be issues with the residence such as broken appliances, electrical or water issues, bugs, etc. In some cases, these issues are so bad that it is hard or dangerous for you to live there – and that makes the place "uninhabitable."

• WHAT IS "UNINHABITABLE?"

When your landlord rents a residence to you, your landlord is saying that the residential premises is fit for human living. This is called the "Warranty of Habitability."

Your landlord breaches (breaks) the Warranty of Habitability when the following factors exist:

- The residence is uninhabitable or otherwise unfit for human habitation,
- The residence is in a condition that is materially dangerous to the tenant’s life, health, or safety, and
- Your landlord has received written notice of the condition affecting your health, life, or safety and has not fixed the problem within a reasonable amount of time.

• YOUR RESIDENCE IS UNINHABITABLE IF IT SUBSTANTIALLY LACKS ANY OF THE FOLLOWING CHARACTERISTICS:

- Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;
- Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;
- Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;
- Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;
- Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;
- Common areas and areas under the control of the landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;

- Appropriate extermination in response to the infestation of rodents or vermin throughout a residential premises;

- An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;

- Floors, stairways, and railings maintained in good repair;

- Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or

- Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to a tenant’s life, health, or safety.

• WHAT TO DO IF YOUR RESIDENCE IS UNINHABITABLE

To initiate your rights under the Colorado Warranty of Habitability, you MUST make a demand for repairs in writing. If it is not in writing, it is not enough. Telling your landlord about a problem in person is not proper notice to rely on the Warranty of Habitability. You can call or tell the landlord about the problem, but you still have to give notice in writing.

The first step in this process is to send your landlord a “Breach of the Warranty of Habitability Demand Letter.” Send the letter by Certified Mail and by USPS First Class mail. You will want to have proof that your letter was received by your landlord, so sending it by Certified Mail is the best practice because it requires the person receiving it to sign for the letter. This avoids any claim that the letter got lost in the mail. Also, make sure that you keep a copy of the letter for your own records.

You can find a sample “Breach of the Warranty of Habitability Demand Letter” at the end of these materials.
• WHAT HAPPENS IF YOUR LANDLORD “CURES” THE BREACH?

If your landlord cures (fixes) the issue within a reasonable amount of time, then the lease continues and you are still responsible for all your obligations contained in the lease, like paying rent.

• WHAT HAPPENS IF YOUR LANDLORD DOES NOT FIX THE PROBLEM?

Unfortunately, the law cannot force your landlord to make the necessary repairs to your residence. This means that your landlord does not have to perform any work to restore the residence to a livable condition. This leaves tenants in a tough spot: continue to live in unsafe or bad conditions, or use the remedies provided by the law.

The law gives tenants two options when a landlord does not fix the problems of the Warranty of Habitability.

First, the tenant can break the lease and move. To do so, you must send a second letter demanding that the repairs be made within five days and stating that if the repairs are not made within five days, you will break your lease. Keep a copy of the letter for your records and send it certified mail so that you have proof that your landlord received it. Then, you can break the rental agreement and move out.

Second, you can seek “injunctive relief” (ask the court to order the landlord to fix the problems) for a breach of the Warranty of Habitability. If you get a court order that tells the landlord to fix the problem, then the court will say what your “actual damages” are, such as the cost to stay in a motel, or to pay a plumber to fix a water leak, just as examples.

You can also contact the Colorado Springs Planning and Community Development Neighborhood Services Office at 719-444-7891 if you believe that your residence does not meet the minimum standards for structural safety. If you would like to report a health code violation, you can contact the Department of Health at 719-578-3199. For the city of Colorado Springs, contact Code Enforcement at 719-444-7891 to report a code violation. For El Paso County residents, you may contact the El Paso County Planning and Community Development Department at 719-520-6300.
SECURITY DEPOSIT

• WHAT IS A SECURITY DEPOSIT?

A security deposit is money paid to the landlord at the beginning of the rental period which is held by the landlord and can be used to pay for damages to the residence caused by the tenant.

• WHEN CAN MY LANDLORD WITHHOLD MY SECURITY DEPOSIT?

In most cases, your landlord will withhold a portion or all of your security deposit for damages beyond “normal wear and tear”.

In addition to damages beyond “normal wear and tear” your landlord may retain a portion or all of your security deposit for nonpayment of rent, abandonment of the premises, or nonpayment of utilities/repair work or cleaning contracted by you.

• WHAT IS “NORMAL WEAR AND TEAR”?

Normal wear and tear is the usual deterioration which occurs when living in a residence, like carpets becoming dirty. Normal wear and tear does not include damages caused by carelessness or intentional destruction of the property, like putting holes in walls.

• WHAT ARE YOUR OBLIGATIONS WHEN YOU MOVE OUT?

When you are moving out of your home at the end of the lease, there are a few steps you should take to protect your interests and security deposit.

First, you should clean your residence and get it as close to its move-in condition as possible. If your lease has a list of cleaning charges for certain items, it is important to refer back to this list. This can act as a guide for moving out and paying attention to which items need extra attention in terms of cleaning (like the inside of a refrigerator).

Once you have cleaned your residence, you should walk through to take pictures of any damage to the residence. If there was damage at the beginning of your tenancy that you had already documented, make sure to take new pictures to show that the damage has not worsened throughout your tenancy.
Finally, the last thing you should do in the move out process is return the keys to your landlord AND give your landlord a forwarding address. If you do not give your landlord a forwarding address, your landlord does not have a duty to find you and can keep your security deposit.

- HOW LONG DOES MY LANDLORD HAVE TO RETURN MY SECURITY DEPOSIT?

Colorado law gives your landlord up to 30 days to return your security deposit in full or return a partial amount along with a written statement explaining the exact reasons for keeping part of your deposit. This 30-day period can be extended up to 60 days if the lease allows for such an extension.

- WHAT HAPPENS IF MY LANDLORD DOES NOT RETURN MY SECURITY DEPOSIT?

If you have given your landlord a forwarding address and your landlord does not return the deposit or send a written statement explaining why your landlord is keeping the deposit within the amount of time allowed by the lease, your landlord is wrongfully withholding the security deposit.

The first step is to send the landlord a demand letter asking for the security deposit and stating that if the landlord does not return the funds or a detailed explanation of any withholding within seven days, you will file an action in which you will seek three times the amount of the security deposit. Keep a copy of the letter and send it certified mail so that you have proof that your landlord received it.

In response to your demand letter, your landlord may refund all the money owed to you or refund a portion of the money owed to you, or refund none of the money owed to you. It is also possible that your landlord will return part of the security deposit via check with a “restrictive endorsement.” A restrictive endorsement means that if you cash the check, you agree that the landlord can keep some or all of your security deposit, and you cannot then challenge the landlord’s action later.

If you receive a partial refund with a restrictive endorsement, you have two choices: cash the check and thereby waive your right to challenge the landlord’s actions, or return the check and sue your landlord. If you feel that the partial refund is not enough money, and you want to pursue a larger amount in court, you need to return the partial payment check to the landlord.
If you do not receive a satisfactory response to your demand letter, your next step is to file a case in Small Claims Court against your landlord to recover your security deposit that has been wrongfully withheld. Small Claims Court is designed for disputes of less than $7500. The procedures are simplified, with the idea that attorneys are generally not needed in Small Claims Court.

There are two important timelines for filing a complaint in Small Claims Court:

- **One year**: If you file your complaint within one year of the date that your security deposit is due and the court determines that your landlord did not follow the law, you may recover up to three times the amount of the deposit, plus attorney fees and costs.

- **Six years**: If you file your complaint between one and six years of the date that your security deposit is due and the court determines that your landlord did not follow the law, you may only recover the amount of the deposit.
TERMINATING THE LEASE EARLY

Tenants may find themselves in a situation where they may want, or need, to break the lease. This may be due to a new job, a family situation, or issues with the current residence. Regardless of the reason, Colorado law generally does not permit tenants to break their leases without penalty.

- WHEN CAN TENANTS TERMINATE THEIR LEASE EARLY?
  - Warranty of Habitability
    - As talked about earlier, if your landlord has breached the Warranty of Habitability, one of your two options, as a tenant, is to break the lease. However, in order to break your lease, you must follow the steps outlined above and give your landlord an opportunity to fix the problem before you can break the lease.
  - Domestic Violence
    - If you are a victim of domestic violence, domestic abuse, stalking, or unlawful sexual behavior, there is a law that lets you break your lease early.
      - To terminate your lease early because you are a victim of domestic violence, you must notify your landlord in writing.
      - Your letter should include a statement that you are the victim of domestic violence, domestic abuse, stalking, or unlawful sexual behavior, and a statement that you are going to vacate your residence due to fear of imminent danger for yourself or your children because of the domestic violence, domestic abuse, stalking, or unlawful sexual behavior.
      - In addition to this written statement, you must also provide proof to your landlord of your status as a victim, such as a police report written within the prior 60 days, or a valid protection order.
    - Finally, if you use this procedure to terminate your lease early, you may have to pay your landlord one month’s rent within 90 days of vacating your residence early. Your landlord does not have to return your security deposit until this money is paid.
    - But, you will only have to pay your landlord one additional month’s rent if your landlord has given you proof of damages equal to at least one month’s rent as a result of you breaking your lease (the damages are that
the landlord wasn’t able to rent the premises again, even though the landlord tried).

- **Military orders**
  - If you are a member of the military and are posted outside of the area, you can terminate your lease early. This is allowed pursuant to the law. Most leases in the Colorado Springs area will contain some sort of “military escape clause” for this situation. If you are in the military, you should make sure that your lease has this provision. If it does not, you should discuss this with your landlord prior to signing a lease.

- **Act of God**
  - Finally, an “act of god”, such as a tornado, flood, or something you did not cause, you can terminate the lease early.
  - One key exception is that you, as the tenant, will be liable for the damage if you negligently cause a fire.
MOBILE HOME PARK ACT

Colorado's Mobile Home Park Act (MHPA), C.R.S. section 38-12-200.1, governs the rules that apply to your home. If you own your mobile home and rent the lot, the park must have cause or reason pursuant to the Mobile Homes Park Act to terminate your tenancy. The MHPA does not apply if you are also renting the mobile home. Rather, it is designed to provide additional protections to those who own the mobile home and rent the land on which it sits.

The MHPA requires a written lease or rental agreement prior to the beginning of any tenancy. In some instances, the written rules and regulations governing the park may be part of the written lease. As stated above, a termination of your tenancy must be “for cause.” This “cause” basis could be an alleged violation of the rules and regulations of the park. In addition to keeping a copy of the rules and regulations, keep a copy of your lease in a safe place at all times.

- For a tenancy to be terminated “for cause,” one of the following situations must be present:
  - Your home and/or lot do not comply with local ordinances or state laws and regulations relating to mobile homes and mobile home lots.
  - Your conduct on the park premises is an annoyance to other homeowners, or interferes with park management.
  - You have not followed the written rules and regulations of the mobile home park.
  - The park is condemned or the park changes use.
  - You knowingly made false or misleading statements on an application for tenancy.
  - Your conduct or the conduct of a guest/friend unreasonably endangers the life of a person in the park.
  - Your conduct or the conduct of a guest/friend damages or destroys the property of a person in the park.
  - Your conduct or a guest/friend’s conduct is a certain felony offense or a Class 1 public nuisance.

- If the park intends to change any rules or regulations, it may do so with or without your consent. If the park attempts to amend the rules without your consent, it is required to notify you 60 days before the intended rule change is to go into effect.
A new rule is only enforceable against you if:

- Its purpose is to promote the convenience, safety, or welfare of the home owners, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities held out for the homeowners generally,

- It is reasonably related to the purpose for which it was adopted,

- It is not retaliatory or discriminatory in nature,

- It is sufficiently explicit in prohibition, direction, or limitation of the home owner's conduct to fairly inform her/him of what s/he must or must not do to comply.
FORCIBLE ENTRY AND DETAINER ACTIONS (EVICTIONS)

The Forcible Entry and Detainer Act governs the procedure for evictions in Colorado. The following information is a brief overview of the procedure for a forcible entry and detainer action; it does not address possible defenses. If you are facing an eviction, contact an attorney.

- The Forcible Entry and Detainer Act lists several ways in which a landlord can evict a tenant “for cause:"
  - A landlord can evict a person when the person simply enters onto vacant or unoccupied land without right or title. This situation is commonly known as “squatting.”
  - A person can be evicted when s/he wrongfully enter onto land that someone else has a right to.
  - When a lease expires or has been terminated by either party and the tenant remains past the expiration or termination date of the lease, the landlord has cause to evict the tenant.
  - If a tenant fails to pay rent, the landlord can begin eviction proceedings if the tenant stays in the residence after being served by the landlord with a 3-day notice and the tenant fails to pay the rent that is due or fails to move out.
  - If a tenant commits a “substantial violation” of the lease, the landlord may have cause to evict the tenant, if the landlord serves the tenant with a notice of the violation and the tenant fails to cure the violation and remains in the home.
    - “Substantial violation” means any act or series of acts by the tenant or tenant’s guests that occurs on or near the premises and endangers the landlord’s property or any person living on or near the premises.
    - A substantial violation can also occur when a tenant or a tenant’s guest commits a violent or drug-related felony offense on or near the premises.
    - Finally, a substantial violation can occur when a tenant or tenant’s guest commits a crime on the premises and that criminal offense carries a potential sentence of 180 days of jail and has been declared a public nuisance under state law or local ordinance.
  - If a tenant violates a condition or provision of the lease, the landlord is required to give the tenant notice of the violation. If the tenant receives this
notice, fails to cure the violation and stays past the date on the notice, then the landlord may start eviction proceedings.

- There are multiple bases for cause for evictions when the original property owner sells the property to a new owner.

- If your landlord has moved forward with an eviction proceeding, the first step is receiving a notice of the cause. The notice will be posted on your door and will give you a deadline to correct a problem, like failure to pay rent.

- The second set is the “Summons and Complaint.”
  - This may be personally served upon you, or it may be posted on your door and mailed to you.
  - The Summons tells you when to go to court to file an Answer.
  - An Answer is your response to your Landlord’s Complaint.
  - Your Answer must state a legal defense to the eviction; you must file an Answer if you want to fight the eviction.
  - It does cost money to file an Answer, but if you cannot afford it, you can ask the court to waive this fee. If you do not have a lot of money, you should ask the court clerk for a Motion to File without Payment of Filing Fees and Finding and Order Concerning Filing Fees. Fill out and submit these forms with your Answer to ask that the Court waive or reduce your filing fees. Bring proof of your income (a pay stub) to show the clerk that your fees should be waived.

- If you file an Answer with a legal defense, the court will schedule your case for trial, usually within five business days.
  - If you want to challenge the eviction, you must appear at the time and date of trial.
  - At the trial, you must present your evidence against the landlord’s claims and in support of your defense.

- If the Court rules in your landlord’s favor, the Court’s order will depend on the way you received notice of the eviction proceeding.
  - “Personal service” occurs when you are personally handed the Summons and Complaint by another person.
  - Without personal service, the Court will only be able to issue an order for possession of the residence.
- This means that the Court would order you to turn over possession of the apartment to your landlord but would not get a money judgment against you.
  - If your landlord does get personal service of the court papers, then the Court could issue a money judgment in addition to possession of the property. Usually hearings about money owed are held at a date after the hearing on possession.

- If you do not file an Answer or do not appear at your return date or at your trial, you will automatically lose your case. The court will enter a default judgment against you, and 48 hours later a “Writ of Restitution” will issue.
  - The “Writ of Restitution” allows the landlord to contact the Sheriff to move you out of your residence. When a judgment for possession is entered against you, the law gives you at least 48 hours from the date of the judgment before the Sheriff can remove you and your personal property. If you do not go to court on your initial Answer date, you will have at least 48 hours to move out of your residence.
  - You may call the civil division of the Sheriff’s office of the county where you live to find out when a Sheriff’s officer will come to your residence to evict you. It is a good idea to be out of the house before the Sheriff gets there. The Sheriff (or your landlord, under the Sheriff’s supervision) will remove you and your belongings from the premises. They will be put your belongings out on the street. Neither the Sheriff nor your landlord have any obligation to make sure that your belongings are safe after they are put out on the street.
FAIR HOUSING

Colorado's Anti-Discrimination Act of 1957 prohibits discrimination based on the following protected classes: race, color, disability, sex, sexual orientation (including transgender status), national origin/ancestry, religion, creed, marital status, and/or familial status.

In addition to Colorado's legal protection for protected classes, Title VIII of the Civil Rights Act of 1968, with the Fair Housing Amendments Act of 1988, known as the Fair Housing Act, also applies to Colorado landlord/tenant relationships.

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and handicap.

- Reasonable Accommodation
  - One type of discrimination prohibited by the Act is the refusal to make “reasonable accommodations” in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling.

  - A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling. This enjoyment extends to the public and common use spaces of the building. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, (nexus), between the requested accommodation and the individual's disability.

  - Your landlord can deny a request for reasonable accommodation in certain situations. Your landlord can deny a reasonable accommodation request if it was
not made by or on behalf of the person with a disability. Frequently, the denial is based upon a determination that the accommodation is not a “reasonable” request in the eyes of the landlord. Reasonable means, in this context, that the accommodation does cause the landlord an undue burden or fundamentally alters the nature of the program.

- How does a tenant make a request for a reasonable accommodation?
  
  o There are no magic words to request a reasonable accommodation.
    - If you are a tenant in public housing or a Section 8 voucher recipient, the Colorado Springs Housing Authority’s website has reasonable accommodation forms available to tenants.
    
  o At the end of these materials, you can find a sample letter that can be used as a template.

- EXCEPTIONS TO THE FAIR HOUSING ACT
  
  o There are some exceptions to the Fair Housing Act:
    - The Act does not apply to owner-occupied buildings with 4 units or less, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

The issue of what is discrimination based on a protected class is often an issue that has to be decided by a judge. If you believe that you have been discriminated against, you should contact the U.S. Department of Housing and Urban Development, the Colorado Springs Housing Authority, Colorado Legal Services, and/or the Colorado Springs Civil Rights Division.
WARRANTY OF HABITABILITY DEMAND LETTER

Sent Via Certified Mail and USPS First Class Mail

Date:

To: __________________________________________
Landlord's name

__________________________________________
Address

From: __________________________________________
Tenant Name

__________________________________________
Tenant’s Address

Pursuant to Colorado’s Warranty of Habitability Law, CRS §§ 38-12-501 et seq., I am notifying you that the residence I am renting contains one or more uninhabitable conditions and is unsafe within the meaning of CRS §38-12-505(1) as explained below. I am requesting that you remedy the condition(s) without delay.

□ Waterproofing and/or weather protection of the roof and/or exterior walls are not in good working order and/or there are broken windows and/or doors, specifically:

□ Plumbing or gas facilities did not conform to the applicable law in effect when they were installed and are not maintained in good working order, specifically:

□ There is no running water and/or insufficient amounts of hot water and/or it lacks appropriate fixtures connected to a sewage disposal system approved under applicable law, specifically:

□ There is no or insufficient heat and/or the heating facilities do not comply with the applicable law at the time of installation and they are not maintained in good working order, specifically:
□ The electrical lighting is defective in that its wiring and electrical equipment did not conform to applicable law at the time of installation and/or it is not maintained in good working order, specifically:

□ The common areas under your control as the landlord are not kept reasonably clean, sanitary, and free from the accumulation of debris, filth, rubbish, and garbage and/or has not undergone appropriate extermination though there is an infestation of rodents and/or vermin, specifically:

□ My rental home is infested with rodents and/or vermin and you have not appropriately exterminated, specifically: □ insufficient (not enough) exterior garbage receptacles for my apartment, specifically: □ Floors, stairways and railings are not in good repair, specifically:

□ Locks on one or more of my exterior doors and/or windows are not in good working order, specifically:

□ The rental property is not in compliance with all applicable building, housing and health codes in a way that is dangerous or hazardous to my life, health and/or safety, specifically:

□ The rental property is otherwise unfit for human habitation, specifically:

I believe the issue described above presents a materially dangerous or hazardous condition to my life, health and/or safety. I am hereby directing you to cure the problem. Please be advised, if you fail to repair such conditions within a reasonable time, it will constitute a breach of our lease agreement and the Warranty of Habitability and I may elect to terminate our lease agreement, seek injunction relief from the court or otherwise avail myself of all remedies afforded by Colorado law.

Sincerely,

___________________
SAMPLE 7 DAY LETTER #1

NOTE: FOR RENTERS WHO DID RECEIVE A WRITTEN STATEMENT WITHIN THIRTY (OR SIXTY, DEPENDING ON LEASE) DAYS OF MOVING OUT, BUT WHO DO NOT AGREE WITH THE LANDLORD’S CLAIMS FOR DAMAGES

One copy sent certified mail to landlord, one copy retained by tenant(s).

__________________, 2018

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

Name of Landlord or Manager
(Or Registered Agent if owned by a corporation)
Address
City, State, Zip Code

Dear ____________________:

I(We) __________ (Your name(s) __________) was(were) the tenant(s) at
_____________ (address) __________ until __________ (date) __________. $ __________ (amount) was paid by me(us) as damage/security deposit. Additionally, $ __________ was paid for last month’s rent.

I(We) have received your letter of __________ (date) __________ and do not agree with the deduction listed for the following reasons:

(State reasons)

Kindly send the amount of $ __________ to me(us) at
within seven (7) days of your receipt of this letter. If the amount is not refunded, we intend to file suit under Colorado Revised Statutes 38-12-103 asking for treble damages.

Very truly yours,
SAMPLE SEVEN-DAY LETTER #2

NOTE: FOR RENTERS WHO DID NOT RECEIVE A WRITTEN STATEMENT AFTER 30 DAYS OF MOVING OUT.

One copy sent certified mail to landlord, one copy retained by tenant(s).

Date

Name of Landlord or Manager:
(Or Registered Agent if owned by a corporation)
Address
City, State, Zip Code

CERTIFIED MAIL: Return Receipt Requested

Dear ____________________:

I,(We) __________________________ was( were) the tenant(s) at __________________________ from _______ (date) _______ to _______ (date) _______. $_________________________ was paid by me/us as a damage/security deposit. Additionally, $__________ was paid by me for last month's rent.

It has been more than 30 days [or 60] since _______ (date) _______. Kindly send the full amount of $_________________________ to me/us at __________________________, within seven (7) days of your receipt of this letter. If the amount is not refunded, we intend to file suit under Colorado Revised Statutes 38-12-103 asking for treble damages.

Yours very truly,
Dear (Landlord):

I am a current tenant of (address or complex name). I suffer from a disability that requires a reasonable accommodation to allow me and my family an equal opportunity to use and enjoy my residence.

The Fair Housing Act, 42 U.S.C.A. §3604(f) allows for a reasonable accommodation to change, adapt or modify a policy which will allow a qualified person with a disability an equal opportunity to use and enjoy his or her residence. (Address or complex name) is an apartment community that is subject to the mandates of the Fair Housing Act. Furthermore, a denial of a request for a reasonable accommodation without explanation or without further discussing the request for a reasonable accommodation is a violation of the Fair Housing Act.

I am requesting (Address or complex name) accommodate my disability by providing _______ (specific request as to what accommodation is requested)_____.

In order to prevent me and (complex name) from being unduly stressed, I am requesting that (complex name) provide__________ (specific request)_____. The health and welfare of all will be properly safeguarded if (complex name) provides this accommodation.

Respectfully,

________________