

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 24-0087.01 Richard Sweetman x4333

HOUSE BILL 24-1098

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House Committees

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SENATE
Amended 3rd Reading
March 26, 2024

A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS, AND, IN**
102 **CONNECTION THEREWITH, REQUIRING CAUSE FOR THE EVICTION**
103 **OF A RESIDENTIAL TENANT.**

SENATE
Amended 2nd Reading
March 25, 2024

Bill Summary

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

HOUSE
Amended 3rd Reading
February 20, 2024

The bill prohibits a landlord from evicting a residential tenant unless the landlord has cause for eviction. Cause exists only when:

- A tenant or lessee is guilty of an unlawful detention of real property under certain circumstances described in existing law, as amended by the bill; or

HOUSE
Amended 2nd Reading
February 16, 2024

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

- Conditions exist constituting grounds for a "no-fault eviction".

The following conditions constitute grounds for a "no-fault eviction" of a residential tenant, with certain limitations:

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises;
- Occupancy assumed by the landlord or a family member of the landlord;
- Expiration of time-limited housing operated by a mission-driven organization; and
- Withdrawal of the residential premises from the rental market for the purpose of selling the residential premises.

A landlord that proceeds with a no-fault eviction in violation of certain notice requirements or other restrictions must provide relocation assistance to the tenant in the amount of 2 months' rent plus one additional month of rent if any of the following individuals reside in the residential premises:

- An individual who is under 18 years of age or at least 60 years of age;
- An individual whose income is no greater than 80% of the area median income; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant without cause, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant and may assert the landlord's violation as an affirmative defense to an eviction proceeding.

Current law allows a tenant to terminate a tenancy by serving written notice to the landlord within a prescribed time period, based on the length of the tenancy. For the purpose of such notices, certain provisions apply, including the following:


- Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown; and
- Certain provisions concerning notices to quit do not apply to the termination of a residential tenancy if the residential premises is a condominium unit.

The bill eliminates these provisions.

Current law requires the management of a mobile home park to make a reasonable effort to notify a resident of the management's intention to enter the mobile home space at least 48 hours before entry. The bill increases this notice period to 72 hours.

1 38-12-201.5 (5), TO A MOBILE HOME PARK RESIDENT, AS DEFINED IN
2 SECTION 38-12-201.5 (11); AND

3 (b) THE MOBILE HOME PARK RESIDENT IS NOT RESIDING IN THE
4 MOBILE HOME PARK UNDER A LEASE-TO-OWN AGREEMENT.

5 
6 (6) "NO-FAULT EVICTION" MEANS AN ACTION BROUGHT BY A
7 LANDLORD PURSUANT TO ARTICLE 40 OF TITLE 13 FOR THE EVICTION OF A
8 TENANT UNDER CONDITIONS DESCRIBED IN SECTION 38-12-1303 (3).

9 (7) "PRIMARY RESIDENCE" MEANS THE ADDRESS THAT IS LISTED ON
10 A TENANT'S OR LANDLORD'S COLORADO DRIVER'S LICENSE,
11 IDENTIFICATION CARD, OR VOTER REGISTRATION; USED FOR PURPOSES OF
12 A TENANT'S OR LANDLORD'S PAYMENT OF STATE OR FEDERAL TAXES; OR
13 USED FOR THE PURPOSE OF PUBLIC SCHOOL REGISTRATION AT THE TIME
14 THAT A VALID NO-FAULT EVICTION IS EXERCISED BY A LANDLORD
15 PURSUANT TO SECTION 38-12-1303 (3).

16 (8) "PROPER SERVICE" MEANS SERVICE THAT COMPLIES WITH
17 SECTION 13-40-108.

18 (9) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION PAID TO
19 A LANDLORD FOR THE RIGHT TO USE, POSSESS, AND OCCUPY A DWELLING
20 UNIT.

21 (10) "RENTAL AGREEMENT" HAS THE MEANING SET FORTH IN
22 SECTION 38-12-502 (7).

23 (11) "RESIDENTIAL PREMISES" HAS THE MEANING SET FORTH IN
24 SECTION 38-12-502 (8).

25 (12) "SHORT-TERM RENTAL PROPERTY" MEANS A RESIDENTIAL
26 PREMISES THAT IS LEASED:

27 (a) FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR

1 REMUNERATION AND FOR TEMPORARY, RECREATIONAL, BUSINESS, OR
2 TRANSIENT PURPOSES; OR

3 (b) PURSUANT TO A RENTAL AGREEMENT OR OTHER OCCUPANCY
4 AGREEMENT IF THE TENANT OF THE RENTAL AGREEMENT OR OTHER
5 OCCUPANCY AGREEMENT IS RENTING THE RESIDENTIAL PREMISES FOR LESS
6 THAN SIX MONTHS FROM A LANDLORD TO WHICH THE TENANT SOLD THE
7 RESIDENTIAL PREMISES.

8 (13) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS REPAIRS OR
9 RENOVATIONS THAT:

10 (a) CANNOT BE REASONABLY ACCOMPLISHED IN A SAFE OR
11 EFFICIENT MANNER WITH THE TENANT IN PLACE;

12 (b) ARE NOT REPAIRS OR RENOVATIONS THAT ARE NECESSARY TO
13 REMEDY A BREACH OF THE WARRANTY OF HABITABILITY DESCRIBED IN
14 SECTION 38-12-503; AND

15 (c) REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES
16 FOR AT LEAST THIRTY DAYS.

17 (14) "TENANT" HAS THE MEANING SET FORTH IN SECTION
18 38-12-502 (9). "TENANT" DOES NOT INCLUDE A HOME OWNER, AS DEFINED
19 IN SECTION 38-12-201.5 (2).

20 ■ ■

21 (15) "WRITTEN NOTICE" MEANS WRITTEN NOTICE TO VACATE
22 THAT:

23 (a) COMPLIES WITH SECTION 13-40-106; AND

24 (b) IS PROVIDED TO A TENANT BY A LANDLORD OR BY A
25 LANDLORD'S AGENT.

26 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY
27 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT THIS PART 13 DOES

1 NOT APPLY TO:

2 (a) A SHORT-TERM RENTAL PROPERTY; ■

3 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL
4 PREMISES IF THE OWNER OR MASTER TENANT LIVES IN AND MAINTAINS THE
5 RESIDENTIAL PREMISES AS THE OWNER'S OR MASTER TENANT'S PRIMARY
6 RESIDENCE OR IF THE OWNER OF THE RESIDENTIAL PREMISES LIVES IN A
7 PROPERTY THAT IS ADJACENT TO THE RESIDENTIAL PREMISES AND THAT
8 THE OWNER MAINTAINS AS THE OWNER'S PRIMARY RESIDENCE AND THE
9 RESIDENTIAL PREMISES OR THE OWNER'S ADJACENT PROPERTY:

10 (I) Is:

11 (A) A SINGLE-FAMILY HOME WITH OR WITHOUT AN ACCESSORY
12 DWELLING UNIT THAT IS LOCATED ON THE SAME LOT AND ATTACHED,
13 SEMI-ATTACHED, OR UNATTACHED TO THE SINGLE-FAMILY HOME;

14 (B) A DUPLEX; OR

15 (C) A TRIPLEX; AND

16 (II) IS NOT A MULTIFAMILY PROPERTY OF FOUR OR MORE DWELLING
17 UNITS;

18 (c) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5
19 (6.5), THAT IS LEASED TO A HOME OWNER, AS DEFINED IN SECTION
20 38-12-201.5 (2), OR TO OTHER TENANTS OCCUPYING THE MOBILE HOME
21 SPACE PURSUANT TO A LEASE-TO-OWN AGREEMENT, PURCHASE OPTION, OR
22 SIMILAR AGREEMENT;

23 (d) A RESIDENTIAL PREMISES THAT IS LEASED TO A TENANT
24 PURSUANT TO AN EMPLOYER-PROVIDED HOUSING AGREEMENT, AS DEFINED
25 IN SECTION 13-40-104 (5)(a);

26 (e) A RESIDENTIAL TENANT WHO HAS NOT BEEN A TENANT OF A
27 RESIDENTIAL PREMISES FOR AT LEAST TWELVE MONTHS; OR

1 (f) A RESIDENTIAL TENANT WHO IS NOT KNOWN TO THE LANDLORD
2 TO BE A TENANT OF THE RESIDENTIAL PREMISES.

3 **38-12-1303. Cause for eviction required - no-fault evictions.**

4 (1) A LANDLORD SHALL NOT SERVE A NOTICE TO TERMINATE TENANCY OR
5 A DEMAND FOR POSSESSION OR OTHERWISE PROCEED WITH AN ACTION FOR
6 UNLAWFUL DETAINER PURSUANT TO ARTICLE 40 OF TITLE 13 UNLESS
7 THERE IS CAUSE FOR THE EVICTION.

8 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, CAUSE
9 EXISTS ONLY AS DESCRIBED IN THE FOLLOWING SECTIONS:

10 (a) SECTION 13-40-104 (1)(a) FOR WHEN ENTRY IS MADE WITHOUT
11 RIGHT OR TITLE INTO ANY VACANT OR UNOCCUPIED LANDS OR TENEMENTS;

12 (b) SECTION 13-40-104 (1)(b) FOR WHEN ENTRY IS MADE
13 WRONGFULLY INTO CERTAIN PUBLIC LANDS, TENEMENTS, MINING CLAIMS,
14 OR OTHER POSSESSIONS;

15 (c) SECTION 13-40-104 (1)(c) FOR WHEN A LESSEE OR TENANT AT
16 WILL, OR AT SUFFERANCE, OF ANY NONRESIDENTIAL REAL PROPERTY OR
17 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b),
18 (1)(d), (1)(e), OR (1)(f) HOLDS OVER AND CONTINUES IN POSSESSION OF
19 THE PROPERTY OR PREMISES, OR ANY PORTION OF THE PROPERTY OR
20 PREMISES, AFTER THE EXPIRATION OF THE TERM FOR WHICH THE PROPERTY
21 OR PREMISES WAS LEASED OR AFTER THE TENANCY, AT WILL OR AT
22 SUFFERANCE, HAS BEEN TERMINATED BY EITHER PARTY;

23 (d) SECTION 13-40-104 (1)(d) FOR NONPAYMENT OF RENT;

24 (e) SECTION 13-40-104 (1)(d.5) FOR A SUBSTANTIAL VIOLATION,
25 AS DESCRIBED IN SECTION 13-40-107.5;

26 (f) SECTION 13-40-104 (1)(e) FOR A MATERIAL VIOLATION OF THE
27 LEASE OR RENTAL AGREEMENT;

1 (g) SECTION 13-40-104 (1)(e.5) FOR A REPEAT VIOLATION AFTER
2 RECEIPT OF PROPER NOTICE OF A VIOLATION;

3 (h) SECTION 13-40-104 (1)(e.8) AND SUBSECTION (3) OF THIS
4 SECTION CONCERNING NO-FAULT EVICTIONS;

5 (i) SECTION 13-40-104 (1)(f) FOR POSSESSION AFTER A LEGAL
6 SALE;

7 (j) SECTION 13-40-104 (1)(g) FOR WHEN PROPERTY HAS BEEN SOLD
8 UNDER A JUDGMENT OR DECREE AND THE PARTY OR PRIVIES TO THE
9 JUDGMENT OR DECREE REFUSE OR NEGLECT TO SURRENDER POSSESSION
10 AFTER THE EXPIRATION OF THE TIME OF REDEMPTION, WHEN REDEMPTION
11 IS ALLOWED BY LAW, AFTER THE PURCHASER DEMANDS THE PROPERTY;

12 (k) SECTION 13-40-104 (1)(h) FOR WHEN AN HEIR OR DEVISEE
13 CONTINUES IN POSSESSION OF A PREMISES SOLD AND CONVEYED BY A
14 PERSONAL REPRESENTATIVE; █

15 (l) SECTION 13-40-104 (1)(i) FOR A VENDEE THAT HOLDS OVER
16 AFTER FAILING TO COMPLY WITH AN AGREEMENT TO PURCHASE LANDS OR
17 TENEMENTS; AND

18 (m) SECTION 13-40-104 (1)(j) FOR WHEN A TENANT HAS ENGAGED
19 IN CONDUCT THAT CREATES A NUISANCE OR DISTURBANCE THAT
20 INTERFERES WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
21 TENANTS AT THE PROPERTY OR WHERE THE TENANT IS NEGLIGENTLY
22 DAMAGING THE PROPERTY.

23 (3) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS
24 SECTION, THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A
25 NO-FAULT EVICTION OF A TENANT:

26 (a) **Demolition or conversion of residential premises.** WHEN A
27 LANDLORD PLANS TO DEMOLISH A RESIDENTIAL PREMISES, CONVERT IT TO

1 A NONRESIDENTIAL USE, OR CONVERT IT TO A SHORT-TERM RENTAL
2 PROPERTY, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A
3 TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE
4 RENTAL AGREEMENT SO LONG AS THE LANDLORD:

5 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
6 THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS
7 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
8 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
9 UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT;
10 AND

11 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
12 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES:

13 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
14 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST NINETY DAYS
15 AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN
16 NOTICE TO THE TENANT; AND

17 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR
18 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL
19 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL
20 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT OR APPLICATION FOR
21 A PERMIT OR LICENSE TO OPERATE A SHORT-TERM RENTAL PROPERTY,
22 WHERE APPLICABLE.

23 (b) **Substantial repairs or renovations.** (I) EXCEPT AS
24 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD
25 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A
26 RESIDENTIAL PREMISES, THE LANDLORD MAY INITIATE A NO-FAULT
27 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE

1 TERM OF THE RENTAL AGREEMENT SO LONG AS THE LANDLORD:

2 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
3 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(b)(I)(B)
4 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
5 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
6 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
7 AGREEMENT;

8 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
9 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES THE DATE
10 BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, WHICH
11 DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON WHICH THE
12 LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

13 (C) PROVIDES THE TENANT AN EXPECTED COMPLETION DATE AND
14 A GENERAL DESCRIPTION OF THE SUBSTANTIAL REPAIRS OR RENOVATIONS
15 TO THE RESIDENTIAL PREMISES;

16 (D) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE
17 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S
18 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES; AND

19 ==
20 (E) FOR ANY REPAIRS OR RENOVATIONS EXPECTED TO LAST LESS
21 THAN ONE HUNDRED EIGHTY DAYS, PROVIDES THE TENANT A WRITTEN
22 NOTICE SENT IN A MANNER THAT THE LANDLORD TYPICALLY USES TO
23 COMMUNICATE WITH THE TENANT, WHICH NOTICE INCLUDES THE
24 EXPECTED COMPLETION DATE FOR THE REPAIRS OR RENOVATIONS. IF,
25 WITHIN TEN DAYS AFTER RECEIVING THE NOTICE, THE TENANT NOTIFIES
26 THE LANDLORD THAT THE TENANT WANTS TO RETURN TO THE RESIDENTIAL
27 PREMISES, THE LANDLORD SHALL OFFER THE TENANT THE FIRST RIGHT OF

1 REFUSAL TO SIGN A NEW RENTAL AGREEMENT WITH REASONABLE TERMS.
2 IF THE TENANT ACCEPTS THE NEW RENTAL AGREEMENT, THE TENANT HAS
3 THIRTY DAYS TO OCCUPY THE RESIDENTIAL PREMISES UNLESS THE PARTIES
4 MUTUALLY AGREE ON AN EXTENDED TIMELINE IN WRITING.

5 (II) A LANDLORD SHALL NOT INITIATE A NO-FAULT EVICTION OF A
6 TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF THE
7 SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED BASIS OF
8 THE NO-FAULT EVICTION ARE:

9 (A) REQUIRED IN ORDER FOR THE LANDLORD TO SATISFY ALL
10 REQUIRED REMEDIAL ACTION DESCRIBED IN SECTION 38-12-503
11 CONCERNING A BREACH OF THE WARRANTY OF HABITABILITY; OR

12 (B) INITIATED BY THE LANDLORD IN RETALIATION AGAINST THE
13 TENANT, AS DESCRIBED IN SECTION 38-12-509 (1).

14 (c) **Landlord or family member of landlord assumes**
15 **occupancy.** (I) WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF
16 A RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY
17 AS A RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A RESIDENCE
18 BY THE LANDLORD'S FAMILY MEMBER, THE LANDLORD MAY INITIATE A
19 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
20 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS:

21 (A) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(III) OF THIS
22 SECTION, THE LANDLORD OR THE LANDLORD'S FAMILY MEMBER MOVES
23 INTO THE RESIDENTIAL PREMISES WITHIN THREE MONTHS AFTER THE
24 TENANT VACATES THE RESIDENTIAL PREMISES;

25 (B) EXCEPT AS DESCRIBED IN SUBSECTION (3)(c)(II) OF THIS
26 SECTION, THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A
27 WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST NINETY DAYS

1 BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL
2 PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION
3 OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S
4 EXISTING RENTAL AGREEMENT;

5 (C) NO SUBSTANTIALLY EQUIVALENT UNIT IS VACANT AND
6 AVAILABLE TO HOUSE THE LANDLORD OR THE LANDLORD'S FAMILY
7 MEMBER IN THE SAME BUILDING; AND

8 (D) THE LANDLORD DOES NOT LIST THE RESIDENTIAL PREMISES FOR
9 A LONG-TERM OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER
10 THE DATE THE TENANT IS REQUIRED TO VACATE.

11 (II) IF THE LANDLORD IS AN INDIVIDUAL ON ACTIVE MILITARY
12 DUTY FOR THE UNITED STATES MILITARY FORCES OR A SPOUSE OF SUCH AN
13 INDIVIDUAL, THE LANDLORD MUST PROVIDE THE TENANT PROPER SERVICE
14 OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST FORTY-FIVE
15 DAYS BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE
16 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN
17 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF
18 THE TENANT'S EXISTING RENTAL AGREEMENT.

19 (III) IF THE LANDLORD OR THE LANDLORD'S FAMILY MEMBER IS A
20 PERSON WITH A DISABILITY, THE LANDLORD MAY EXTEND FOR A
21 REASONABLE TIME THE PERIOD OF TIME DESCRIBED SUBSECTION
22 (3)(c)(I)(A) OF THIS SECTION TO ALLOW FOR CHANGES TO BE MADE TO THE
23 RESIDENTIAL PREMISES TO ACCOMMODATE THE FAMILY MEMBER WITH THE
24 DISABILITY.

25

26 (d) **Withdrawal from rental market for the purpose of selling**
27 **the residential premises.** (I) WHEN A LANDLORD PLANS TO SELL A

1 RESIDENTIAL PREMISES THAT IS A SINGLE-FAMILY HOME, A TOWNHOME, A
2 DUPLEX, TRIPLEX, OR AN INDIVIDUAL CONDOMINIUM UNIT, THE LANDLORD
3 MAY INITIATE A NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL
4 PREMISES AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO LONG
5 AS THE LANDLORD:

6 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
7 RECEIVING THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (3)(d)(I)(B)
8 OF THIS SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH
9 TIME THE TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL
10 PREMISES UNDER THE SAME TERMS OF THE TENANT'S EXISTING RENTAL
11 AGREEMENT;

12 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
13 OF THE LANDLORD'S INTENT TO WITHDRAW THE RESIDENTIAL PREMISES
14 FROM THE RENTAL MARKET AND SELL THE RESIDENTIAL PREMISES, WHICH
15 NOTICE INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
16 VACATE; AND

17 (C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM
18 OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE ON
19 WHICH THE TENANT IS REQUIRED TO VACATE; EXCEPT THAT THIS
20 SUBSECTION (3)(d)(I)(C) DOES NOT APPLY IF THE LANDLORD PRODUCES
21 EVIDENCE THAT THE RESIDENTIAL PREMISES WAS LISTED FOR SALE ON A
22 MULTIPLE-LISTING SERVICE AFTER THE TENANT WAS REQUIRED TO
23 VACATE.

24 (II) NOTHING IN THIS SUBSECTION (3)(d) MAY BE CONSTRUED TO
25 ALLOW A LANDLORD TO INITIATE A NO-FAULT EVICTION OR OTHERWISE
26 TERMINATE A RENTAL AGREEMENT WITHOUT CAUSE BEFORE THE END OF
27 THE TERM OF THE RENTAL AGREEMENT.

1 **(e) Tenant refuses to sign new lease with reasonable terms.** IF
2 A TENANT REFUSES TO SIGN A NEW RENTAL AGREEMENT WITH
3 REASONABLE TERMS, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION
4 OF THE TENANT SO LONG AS THE LANDLORD:

5 **(I)** ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER RECEIVING
6 THE NOTICE DESCRIBED IN SUBSECTION (3)(e)(II) OF THIS SECTION TO
7 VACATE THE RESIDENTIAL PREMISES AFTER THE TENANT HAS REFUSED TO
8 SIGN THE NEW RENTAL AGREEMENT, DURING WHICH TIME THE TENANT
9 MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE
10 SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT; AND

11 **(II)** PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
12 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE
13 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
14 VACATE.

15 **(f) History of nonpayment of rent.** **(I)** IF A TENANT SUBMITS A
16 RENT PAYMENT LATE MORE THAN TWO TIMES DURING THE PERIOD OF THE
17 RENTAL AGREEMENT, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION
18 OF THE TENANT AT THE END OF THE TERM OF THE RENTAL AGREEMENT SO
19 LONG AS THE LANDLORD:

20 **(A)** ALLOWS THE TENANT AT LEAST NINETY DAYS AFTER
21 RECEIVING THE NOTICE DESCRIBED IN SUBSECTION (3)(f)(I)(B) OF THIS
22 SECTION TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE
23 TENANT MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES
24 UNDER THE SAME TERMS AS THE TENANT'S EXISTING RENTAL AGREEMENT;
25 AND

26 **(B)** PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
27 OF THE LANDLORD'S INTENT TO TERMINATE THE TENANCY, WHICH NOTICE

1 INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO
2 VACATE.


3 (II) FOR PURPOSES OF THIS SUBSECTION (3)(f), A RENT PAYMENT
4 QUALIFIES AS LATE IF IT IS SUBMITTED MORE THAN TEN CALENDAR DAYS
5 AFTER THE DAY IT IS DUE ACCORDING TO THE RENTAL AGREEMENT AND
6 THE LANDLORD PROVIDES THE TENANT WITH PROPER SERVICE OF A
7 WRITTEN NOTICE UNDER SECTION 13-40-104 (1)(d).

8 (III) THIS SUBSECTION (3)(f) DOES NOT APPLY IF THE RENT
9 PAYMENT IS SUBMITTED WITHIN THE CURE PERIOD DESCRIBED IN SECTION
10 13-40-104 (1)(d).

11 (4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPACT
12 THE INTERPRETATION OF THE MEANING OF THE TERM "GOOD CAUSE" AS
13 THE TERM IS USED IN FEDERAL LAW OR FEDERAL REGULATIONS.

14 (5) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF
15 A TENANT BY FILING AN ACTION UNDER ARTICLE 40 OF TITLE 13 ONLY IF
16 THE LANDLORD PROVIDES PROPER SERVICE OF A WRITTEN NOTICE OF THE
17 NO-FAULT EVICTION AND THE TENANT FAILS TO VACATE ON OR BEFORE
18 THE DEADLINE STATED IN THE NOTICE.

19 (b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3)
20 OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL AND
21 FACTUAL BASIS FOR THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT,
22 WHICH LEGAL BASIS MUST BE SET FORTH IN SUBSECTION (3) OF THIS
23 SECTION.

24 
25 **38-12-1304. Violations - remedies.** IF A LANDLORD PROCEEDS
26 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION
27 OF THIS PART 13, AND THE TENANT LOSES POSSESSION OF THE DWELLING

1 UNIT WITHOUT A COURT ORDER, THE TENANT MAY SEEK RELIEF AS
2 DESCRIBED IN SECTION 38-12-510.

3 **38-12-1305. No waiver of requirements by agreement.** A
4 PROVISION OF A RENTAL AGREEMENT OR OTHER AGREEMENT THAT
5 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OR MODIFICATION OF
6 ANY PROVISION OF THIS PART 13 IS VOID AND UNENFORCEABLE.

7 **38-12-1306. Affirmative defense.** IF A LANDLORD FAILS TO
8 COMPLY WITH THIS PART 13, A TENANT MAY ASSERT THE LANDLORD'S
9 FAILURE AS AN AFFIRMATIVE DEFENSE FOR A TENANT TO AN EVICTION
10 PROCEEDING. IF A TENANT ASSERTS SUCH AN AFFIRMATIVE DEFENSE, AND
11 THE LANDLORD CANNOT DEMONSTRATE BY A PREPONDERANCE OF THE
12 EVIDENCE THAT THE LANDLORD HAS COMPLIED WITH THIS PART 13, THE
13 COURT SHALL DISMISS THE EVICTION PROCEEDING.

14 **38-12-1307. Retaliatory rent increase prohibited.** A LANDLORD
15 SHALL NOT INCREASE A TENANT'S RENT IN A DISCRIMINATORY,
16 RETALIATORY, OR UNCONSCIONABLE MANNER TO CIRCUMVENT THE
17 REQUIREMENTS AND PROHIBITIONS SET FORTH IN THIS PART 13.

18 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**
19 (1) introductory portion, (1)(c), (1)(e), and (1)(e.5)(II); and **add** (1)(e.8)
20 and (1)(j) as follows:

21 **13-40-104. Unlawful detention defined - definitions.** (1) ~~Any~~
22 A person ~~is guilty of~~ HAS COMMITTED an unlawful detention of real
23 property in the following cases:

24 (c) When any lessee or tenant at will, or ~~by~~ AT sufferance, or for
25 any ~~part of a year, or for one or more years~~ PERIOD OF TIME, of any
26 NONRESIDENTIAL real property OR RESIDENTIAL PREMISES DESCRIBED IN
27 SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), including a

1 specific or undivided portion of a building, ~~or dwelling~~, holds over and
2 continues in possession of the ~~demised premises~~ NONRESIDENTIAL REAL
3 PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302
4 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f), or any portion thereof, after the
5 expiration of the term for which the ~~same were~~ NONRESIDENTIAL REAL
6 PROPERTY OR RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302
7 (1)(a), (1)(b), (1)(d), (1)(e), OR (1)(f) WAS leased or after ~~such~~ THE
8 tenancy ~~at will or sufferance~~, has been terminated by either party;

9 (e) When ~~such~~ A tenant or lessee holds over without ~~such~~
10 permission, contrary to any ~~other~~ MATERIAL condition or covenant of the
11 agreement under which ~~such~~ THE tenant or lessee holds, and ten days'
12 notice in writing has been duly served upon ~~such~~ THE tenant or lessee
13 requiring ~~in the alternative the~~ EITHER compliance with ~~such~~ THE
14 condition or covenant or the delivery of the possession of the premises;
15 ~~so held~~; except that, for a nonresidential agreement or an
16 employer-provided housing agreement, three days' notice is required,
17 ~~pursuant to this section~~, and for an exempt residential agreement, five
18 days' notice is required; ~~pursuant to this section~~.

19 (e.5) (II) A tenancy pursuant to a residential agreement may be
20 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
21 a subsequent violation of the same condition or covenant of the
22 agreement. The termination of a residential tenancy is effective ten days
23 after service of written notice to ~~quit~~ TERMINATE TENANCY.
24 Notwithstanding any other provision of this subsection (1)(e.5)(II), a
25 tenancy pursuant to a nonresidential agreement, an exempt residential
26 agreement, or an employer-provided housing agreement may be
27 terminated at any time pursuant to this subsection (1)(e.5) on the basis of

1 a subsequent violation. The termination of a nonresidential tenancy or an
2 employer-provided housing tenancy is effective three days after service
3 of written notice to ~~quit~~ TERMINATE TENANCY, and the termination of a
4 tenancy pursuant to an exempt residential agreement is effective five days
5 after service of written notice to ~~quit~~ TERMINATE TENANCY.

6 (e.8) WHEN A TENANT HOLDS OVER AND MAINTAINS POSSESSION
7 OF A RESIDENTIAL PREMISES AFTER THE LANDLORD HAS PROPERLY
8 INITIATED A NO-FAULT EVICTION BY SATISFYING THE NOTICE
9 REQUIREMENTS AND OTHER REQUIREMENTS ASSOCIATED WITH THE
10 NO-FAULT EVICTION, AS DESCRIBED IN SECTION 38-12-1303 (3);

11 (j) (I) WHEN A TENANT OR LESSEE HOLDS OVER WITHOUT
12 PERMISSION OF THE LANDLORD AFTER THE TENANT OR LESSEE HAS
13 ENGAGED IN CONDUCT THAT IS DISTURBING OTHERS OR CAUSING A
14 NUISANCE, WHICH CONDUCT INTERFERES WITH THE QUIET ENJOYMENT OF
15 THE LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR AN IMMEDIATELY
16 ADJACENT PROPERTY, OR OF OTHERS WHO RESIDE IN AN IMMEDIATELY
17 ADJACENT PROPERTY, OR OF OTHER TENANTS OR OCCUPANTS OF THE SAME
18 PROPERTY, OR THE TENANT OR LESSEE BY REASON OF NEGLIGENCE
19 DAMAGED THE HOUSING ACCOMMODATION, AND TEN DAYS' NOTICE IN
20 WRITING HAS BEEN DULY SERVED UPON THE TENANT OR LESSEE, WHICH
21 NOTICE CONTAINS A DESCRIPTION OF THE SPECIFIC CONDUCT THAT
22 DISTURBED OTHERS OR CAUSED A NUISANCE, REQUIRING IN THE
23 ALTERNATIVE CESSATION OF THE CONDUCT THAT IS DISTURBING OTHERS
24 OR CAUSING A NUISANCE THAT INTERFERES WITH THE QUIET ENJOYMENT
25 OF THE LANDLORD, IF THE LANDLORD LIVES IN THE SAME OR IMMEDIATELY
26 ADJACENT PROPERTY, OR OTHER TENANTS OR OCCUPANTS OF THE SAME
27 PROPERTY, OR MALICIOUSLY OR BY REASON OF NEGLIGENCE DAMAGED

1 THE HOUSING ACCOMMODATION OR POSSESSION OF THE PREMISES SO
2 HELD; EXCEPT THAT, FOR A NONRESIDENTIAL AGREEMENT OR AN
3 EMPLOYER-PROVIDED HOUSING AGREEMENT, THREE DAYS' NOTICE IS
4 REQUIRED PURSUANT TO THIS SUBSECTION (1)(j), AND FOR AN EXEMPT
5 RESIDENTIAL AGREEMENT, FIVE DAYS' NOTICE IS REQUIRED PURSUANT TO
6 THIS SECTION.

7 (II) THE LAWFUL EXERCISE BY A TENANT OF ANY RIGHTS
8 PURSUANT TO ANY LAW OR RULE RELATING TO OCCUPANCY OF A
9 PROPERTY, INCLUDING THIS SUBSECTION (1)(j), SHALL NOT BE DEEMED TO
10 INTERFERE WITH THE QUIET ENJOYMENT OF THE LANDLORD OR OTHER
11 TENANTS OR OTHER GROUND FOR EVICTION PURSUANT TO THIS
12 SUBSECTION (1)(j).

13 (III) IT SHALL NOT CONSTITUTE A NUISANCE OR DISTURBANCE FOR
14 PURPOSES OF THIS SUBSECTION (1)(j) IF A VICTIM OF DOMESTIC VIOLENCE
15 IS BEING ACCUSED OF CAUSING A DISTURBANCE OR NUISANCE AS A DIRECT
16 RESULT OF BEING A VICTIM OF DOMESTIC VIOLENCE. THIS EXCEPTION
17 APPLIES ONLY TO VICTIMS OF DOMESTIC VIOLENCE AND NOT TO
18 PERPETRATORS.

19 **SECTION 4.** In Colorado Revised Statutes, **amend** 13-40-106 as
20 follows:

21 **13-40-106. Written demand.** (1) The demand OR NOTICE
22 required by section 13-40-104 OR 38-12-1303 shall be made in writing,
23 specifying the grounds of the demandant's right to the possession of ~~such~~
24 THE premises, INCLUDING A SPECIFIC DESCRIPTION OF THE ALLEGED
25 VIOLATION OR NO-FAULT EVICTION GROUNDS, describing the ~~same~~
26 PREMISES, and INDICATING the DATE AND time when the ~~same~~ PREMISES
27 shall be delivered up, and shall be signed by the person claiming such

1 possession, ~~his~~ THE PERSON'S agent, or ~~his~~ THE PERSON'S attorney.

2 (2) The demand ~~OR NOTICE~~ REQUIRED BY SECTION 13-40-104 OR
3 38-12-1303 must also include a statement that a residential tenant who
4 receives supplemental security income, social security disability insurance
5 under Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et
6 seq., as amended, or cash assistance through the Colorado works program
7 created in part 7 of article 2 of title 26 has a right to mediation prior to the
8 landlord filing an eviction complaint with the court pursuant to section
9 13-40-110.

10 (3) THE DEMAND OR NOTICE REQUIRED BY SECTION 13-40-104 OR
11 38-12-1303 MUST BE WRITTEN IN ENGLISH, SPANISH, ~~OR~~ ANY OTHER
12 LANGUAGE THAT THE LANDLORD KNOWS, OR HAS REASON TO KNOW, IS
13 THE PRIMARY LANGUAGE OF THE TENANT.

14 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-107 as
15 follows:

16 **13-40-107. Notice to terminate tenancy.** (1) ~~A tenancy may be~~
17 ~~terminated by notice in writing, served not less than the respective period~~
18 ~~fixed before the end of the applicable tenancy, as follows:~~ A LANDLORD
19 OF NONRESIDENTIAL REAL PROPERTY OR A RESIDENTIAL PREMISES
20 DESCRIBED IN SECTION 38-12-1302 (1)(a), (1)(b), (1)(d), (1)(e), ~~OR (1)(f)~~
21 OR A TENANT OF ANY ~~PROPERTY~~ PROPERTY OR PREMISES MAY TERMINATE A
22 PERIODIC TENANCY AT THE END OF THE TENANCY PERIOD OR ELECT TO NOT
23 RENEW A FIXED TERM TENANCY AT THE END OF THE FIXED TERM BY
24 SERVING WRITTEN NOTICE THAT EXPIRES AT THE END OF THE PERIOD OR
25 FIXED TERM, BASED ON THE LENGTH OF THE APPLICABLE TENANCY
26 DESCRIBED IN SUBSECTION (2) OF THIS SECTION.

27 (2) THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (1) OF THIS

1 SECTION MUST BE SERVED BEFORE THE END OF THE PERIOD OR FIXED TERM,
2 AS FOLLOWS:

- 3 (a) A tenancy for one year or longer, AT LEAST ninety-one days;
- 4 (b) A tenancy of six months or longer but less than a year, AT
5 LEAST twenty-eight days;
- 6 (c) A tenancy of one month or longer but less than six months, AT
7 LEAST twenty-one days;
- 8 (d) A tenancy of one week or longer but less than one month, or
9 a tenancy at will, AT LEAST three days;
- 10 (e) A tenancy for less than one week, AT LEAST one day.

11 ~~(2)~~ (3) ~~Such~~ THE WRITTEN notice ~~shall~~ DESCRIBED IN SUBSECTION
12 (1) OF THIS SECTION MUST:

- 13 (a) Describe the property and the particular ~~time~~ DATE when the
14 tenancy will terminate; and
- 15 (b) ~~shall~~ Be signed by the landlord or tenant, the party giving such
16 notice, or ~~his~~ THE LANDLORD'S OR TENANT'S agent or attorney.

17 ~~(3) Any person in possession of real property with the assent of~~
18 ~~the owner is presumed to be a tenant at will until the contrary is shown.~~

19 (4) No WRITTEN notice ~~to quit shall be~~ UNDER SUBSECTION (1) OF
20 THIS SECTION IS necessary from ~~or to~~ a tenant ~~whose term~~ WITH A
21 FIXED-TERM TENANCY THAT is, by agreement, to end at a time certain.

22 ~~(5) Except as otherwise provided in section 38-33-112, C.R.S., the~~
23 ~~provisions of subsections (1) and (4) of this section shall not apply to the~~
24 ~~termination of a residential tenancy during the ninety-day period provided~~
25 ~~for in said section.~~

26 **SECTION 6.** In Colorado Revised Statutes, 13-40-107.5, **amend**
27 (4)(a) and (4)(b) as follows:

1 **13-40-107.5. Termination of tenancy for substantial violation**
2 - **definition - legislative declaration.** (4) (a) A tenancy may be
3 terminated at any time on the basis of a substantial violation. The
4 termination ~~shall be~~ IS effective three days after service of written notice
5 to ~~quit~~ TERMINATE TENANCY.

6 (b) The notice to ~~quit shall~~ TERMINATE TENANCY MUST describe
7 the property, the particular ~~time~~ DATE when the tenancy will terminate,
8 and the grounds for termination. The notice ~~shall~~ MUST be signed by the
9 landlord or by the landlord's agent or attorney.

10 **SECTION 7.** In Colorado Revised Statutes, **amend** 13-40-108 as
11 follows:

12 **13-40-108. Service of notice to vacate or demand.** A WRITTEN
13 notice to ~~quit~~ VACATE or demand ~~for possession of real property~~ AS
14 REQUIRED BY SECTION 13-40-104, 38-12-202, 38-12-204, OR 38-12-1303
15 ~~may be served by delivering a copy thereof~~ OF THE NOTICE to ~~the~~ A
16 ~~KNOWN tenant or other person~~ occupying ~~such~~ THE premises, or by
17 leaving such copy with some person, a member of the tenant's family
18 above the age of fifteen years, residing on or in charge of the premises,
19 or, in case no one is on the premises ~~at the time service is attempted~~
20 AFTER ATTEMPTS AT PERSONAL SERVICE AT LEAST ONCE ON TWO
21 SEPARATE DAYS, by posting ~~such~~ THE copy in some conspicuous place on
22 the premises.

23 **SECTION 8.** In Colorado Revised Statutes, 13-40-110, **amend**
24 (2) as follows:

25 **13-40-110. Action - how commenced - report.** (2) In an action
26 for termination of a tenancy in a mobile home park, the complaint, in
27 addition to the requirements of subsection (1) of this section, must specify

1 the reasons for termination as the reasons are stated in section 38-12-203.
2 The complaint must specify the approximate time, place, and manner in
3 which the tenant allegedly committed the acts giving rise to the
4 complaint. If the action is based on the mobile home or mobile home lot
5 being out of compliance with the rules and regulations adopted pursuant
6 to section 38-12-214, the complaint must specify that the home owner
7 was given ninety days after the date of service or posting of the notice to
8 ~~quit~~ TERMINATE TENANCY to cure the noncompliance, that ninety days
9 have passed, and the noncompliance has not been cured.

10 **SECTION 9.** In Colorado Revised Statutes, 38-12-202, **amend**
11 (1)(a) introductory portion, (1)(b), and (3) as follows:

12 **38-12-202. Tenancy - notice to terminate tenancy.** (1) (a) ~~No~~
13 Tenancy or other lease or rental occupancy of space in a mobile home
14 park ~~shall~~ MAY NOT commence without a written lease or rental
15 agreement, and ~~no~~ tenancy in a mobile home park shall NOT be terminated
16 until a notice to ~~quit~~ TERMINATE TENANCY or notice of nonpayment of
17 rent has been served. A notice to ~~quit shall~~ TERMINATE TENANCY MUST be
18 in writing and ~~in the form specified in section 13-40-107 (2)~~ INCLUDE A
19 DESCRIPTION OF THE PROPERTY. The property description ~~required in~~
20 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

21 (b) Service of the notice to ~~quit shall~~ TERMINATE TENANCY MUST
22 be as specified in section 13-40-108. ~~C.R.S.~~ Service by posting ~~shall be~~
23 IS deemed legally sufficient within the meaning of section 13-40-108
24 ~~C.R.S.~~, if the notice is affixed to the main entrance of the mobile home.

25 (3) In any notice provided by the management as required by this
26 section, the management shall specify the reason for the termination, as
27 described in section 38-12-203, of the tenancy that is the subject of the

1 notice. If the management is terminating the tenancy because the mobile
2 home or mobile home lot is out of compliance with local ordinances or
3 state laws or rules relating to mobile homes and mobile home lots, as
4 described in section 38-12-203 (1)(a), or out of compliance with written
5 rules and regulations of the mobile home park, as described in section
6 38-12-203 (1)(c), the notice must include a statement advising the home
7 owner that the home owner has a right to cure the noncompliance within
8 ninety days after the date of service or posting of the notice to ~~quit~~
9 TERMINATE TENANCY. This ninety-day period runs concurrently with the
10 ninety-day period to sell the mobile home or remove it from the premises
11 as set forth in subsection (1)(c)(I) of this section. Rent payment and other
12 agreed tenant obligations remain in effect during this ninety-day period,
13 and acceptance of rent by a landlord during this ninety-day period does
14 not constitute a waiver of the landlord's right to terminate the tenancy for
15 any noncompliance described in section 38-12-203 (1)(a) or (1)(c).

16 **SECTION 10.** In Colorado Revised Statutes, 38-12-204.3,
17 **amend** (1) introductory portion, (1)(a), and (2) as follows:

18 **38-12-204.3. Notice required for termination.** (1) Where the
19 tenancy of a mobile home owner is being terminated under section
20 38-12-202 or section 38-12-204, the landlord or mobile home park owner
21 shall provide such mobile home owner with written notice as provided for
22 in subsection (2) of this section. Service of such notice ~~shall~~ MUST occur
23 at the same time and in the same manner as service of:

24 (a) The notice to ~~quit~~ TERMINATE TENANCY as provided in section
25 38-12-202 (1); or

26 (2) The notice required under this section must be in at least
27 ten-point type and must read as follows:

1 IMPORTANT NOTICE TO THE HOME OWNER:

2 This notice and the accompanying notice to ~~quit~~ TERMINATE
3 TENANCY/notice of nonpayment of rent are the first steps in the eviction
4 process. Any dispute you may have regarding the grounds for eviction
5 should be addressed with your landlord or the management of the mobile
6 home park or in the courts if an eviction action is filed. Please be advised
7 that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado
8 Revised Statutes, and the "Mobile Home Park Act Dispute Resolution and
9 Enforcement Program" created in section 38-12-1104, Colorado Revised
10 Statutes, may provide you with legal protection.

11 NOTICE TO ~~QUIT~~ TERMINATE TENANCY: In order to terminate a
12 home owner's tenancy, the landlord or management of a mobile home
13 park must serve to a home owner a notice to ~~quit~~ TERMINATE TENANCY.
14 The notice must be in writing and must contain certain information,
15 including:

- 16 ● The grounds for the termination of the tenancy;
- 17 ● Whether or not the home owner has a right to cure under
18 the "Mobile Home Park Act"; and
- 19 ● That the home owner has the option of mediation pursuant
20 to section 38-12-216, Colorado Revised Statutes, of the
21 "Mobile Home Park Act" and the option of filing a
22 complaint through the "Mobile Home Park Act Dispute
23 Resolution and Enforcement Program" created in section
24 38-12-1104, Colorado Revised Statutes.

25 NOTICE OF NONPAYMENT OF RENT: In order to terminate
26 a home owner's tenancy due to nonpayment of rent, the landlord or
27 management of a mobile home park must serve to a home owner a notice

1 of nonpayment of rent. The notice must be in writing and must require
2 that the home owner either make payment of rent or sell the owner's unit
3 or remove it from the premises within a period of not less than ten days
4 after the date the notice is served or posted, for failure to pay rent when
5 due.

6 CURE PERIODS: If the home owner has a right to cure under the
7 "Mobile Home Park Act", the landlord or management of a mobile home
8 park cannot terminate a home owner's tenancy without first providing the
9 home owner with a time period to cure the noncompliance. "Cure" refers
10 to a home owner remedying, fixing, or otherwise correcting the situation
11 or problem that made the tenancy subject to termination pursuant to
12 sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

13 COMMENCEMENT OF LEGAL ACTION TO TERMINATE
14 THE TENANCY: After the last day of the applicable notice period
15 required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal
16 action may be commenced to take possession of the space leased by the
17 home owner. In order to evict a home owner, the landlord or management
18 of the mobile home park must prove:

- 19 ● The landlord or management complied with the notice
20 requirements of the "Mobile Home Park Act";
- 21 ● The landlord or management provided the home owner
22 with a statement of reasons for termination of the tenancy;
23 and
- 24 ● The reasons for termination of the tenancy are true and
25 valid under the "Mobile Home Park Act".

26 To defend against an eviction action, a home owner must appear
27 in court. If the court rules in favor of the landlord or management of the

1 mobile home park, the home owner has not less than thirty days from the
2 time of the ruling to either remove or sell the mobile home and to vacate
3 the premises. If the home owner wishes to extend such period beyond
4 thirty days but not more than sixty days from the date of the ruling, the
5 home owner shall prepay to the landlord an amount equal to a pro rata
6 share of rent for each day following the expiration of the initial thirty-day
7 period after the court's ruling that the mobile home owner will remain on
8 the premises. All prepayments shall be paid no later than thirty days after
9 the court ruling. This section does not preclude earlier removal by law
10 enforcement officers of a mobile home or one or more mobile home
11 owners or occupants from the mobile home park if a mobile home owner
12 violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303,
13 Colorado Revised Statutes.

14 **SECTION 11.** In Colorado Revised Statutes, 38-12-701, **amend**
15 (2)(b) as follows:

16 **38-12-701. Notice of rent increase.** (2) (b) A landlord ~~may~~
17 SHALL not terminate a residential tenancy in which there is no written
18 agreement by serving a tenant with a notice to ~~quit pursuant to section~~
19 ~~13-40-107~~ TERMINATE TENANCY with the primary purpose of increasing
20 a tenant's rent in a manner inconsistent with this section.

21 **SECTION 12.** In Colorado Revised Statutes, 38-12-222, **amend**
22 (3) as follows:

23 **38-12-222. Residents' right to privacy.** (3) Except when posting
24 notices that are required by law or by a rental agreement, the management
25 shall make a reasonable effort to notify a resident of the management's
26 intention to enter the mobile home space at least ~~forty-eight~~
27 SEVENTY-TWO hours before entry. The notification must include the date

1 and approximate time of the planned entry and must be delivered in a
2 manner that is reasonably likely to be seen or heard by the resident in a
3 timely manner.

4 **SECTION 13.** In Colorado Revised Statutes, 38-12-508, **amend**
5 (4) as follows:

6 **38-12-508. Landlord's defenses to a claim of breach of**
7 **warranty - limitations on claiming a breach.** (4) Except as provided
8 in section 38-12-509 (2), a tenant may not assert a breach of the warranty
9 of habitability as a defense to a landlord's action for possession based
10 upon a nonmonetary violation of the rental agreement or for an action for
11 possession based upon a notice to ~~quit~~ TERMINATE TENANCY or vacate.

12 **SECTION 14.** In Colorado Revised Statutes, 38-12-509, **amend**
13 (1.5) as follows:

14 **38-12-509. Prohibition on retaliation.** (1.5) A tenant may assert
15 as a defense to a landlord's action for possession, including an action for
16 possession based on a nonmonetary violation of the rental agreement or
17 an action for possession based upon a notice to ~~quit~~ TERMINATE TENANCY
18 or vacate, that the landlord retaliated against the tenant in violation of
19 subsection (1) of this section.

20 **SECTION 15.** In Colorado Revised Statutes, 38-33-112, **amend**
21 (3) as follows:

22 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE
23 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the
24 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~
25 except that ~~no~~ A residential tenancy shall NOT be terminated prior to the
26 expiration date of the existing lease agreement, if any, unless consented
27 to by both the tenant and the developer. If the term of the lease has less

1 than ninety days remaining when notification is mailed or delivered, as
2 the case may be, or if there is no written lease agreement, residential
3 tenancy ~~may~~ SHALL not be terminated by the developer less than ninety
4 days after the date the notice is mailed or delivered, as the case may be,
5 to the tenant, unless consented to by both the tenant and the developer.
6 The return receipt ~~shall be~~ IS prima facie evidence of receipt of notice. If
7 the term of the lease has less than ninety days remaining when
8 notification is mailed or delivered, as the case may be, the tenant may
9 hold over for the remainder of said ninety-day period under the same
10 terms and conditions of the lease agreement if the tenant makes timely
11 rental payments and performs other conditions of the lease agreement.

12 **SECTION 16. Severability.** If any provision of this act or the
13 application of this act to any person or circumstance is held invalid, such
14 invalidity does not affect other provisions or applications of the act that
15 can be given effect without the invalid provision or application, and to
16 this end the provisions of this act are declared to be severable.

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