First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 25-0755.01 Caroline Martin x5902 **SENATE BILL 25-131**

SENATE SPONSORSHIP

Lundeen, Baisley, Bright, Carson, Catlin, Frizell, Kirkmeyer, Liston, Pelton B., Pelton R., Rich, Simpson

HOUSE SPONSORSHIP

(None),

Senate Committees
State, Veterans, & Military Affairs

House Committees

A BILL FOR AN ACT

101 **CONCERNING THE REDUCTION OF THE COST OF HOUSING.**

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.)

Current law restricts construction defect negligence claims unless the negligence claim arises from a construction defect which results in actual damage to or loss of the use of real or personal property; bodily injury or wrongful death; or a risk of bodily injury or death to, or a threat to the life, health, or safety of, the occupants of the residential real property. **Section 1** of the bill changes this restriction so that all construction defect claims are restricted unless the claim arises from a construction defect that causes:

- Actual damage to real or personal property caused by the violation of a building code, manufacturer's instructions, or industry standard;
- Actual loss of the use of real or personal property;
- Bodily injury or wrongful death; or
- An imminent and unreasonable risk of bodily injury or death to, or an imminent or unreasonable threat to the life, health, or safety of, the occupants of the residential real property.

Sections 2 through 12 modify existing warranty of habitability laws by repealing recent updates and reenacting the laws as they were prior to the updates. The modifications include repealing certain procedures for both landlords and tenants when a warranty of habitability claim is alleged by the tenant; repealing a rebuttable presumption that a landlord failed to remedy an uninhabitable premises in certain conditions; modifying requirements regarding notice given to a landlord of an uninhabitable premises; and modifying other laws related to rental agreements, records, and procedures for remedying uninhabitable premises.

Section 13 repeals law that allows the attorney general to independently initiate and bring actions to enforce laws relating to the warranty of habitability. **Section 14** makes a conforming change to law governing county courts' jurisdiction over cases involving tenant's remedies in warranty of habitability cases and tenant's remedies in cases of unlawful removal. **Section 15** modifies the statement included in a summons issued to a defendant in a court proceeding regarding an action for possession brought by a landlord.

Sections 16 through 20 repeal provisions related to evictions of residential tenants, including repealing:

- Requirements that a landlord and residential tenant participate in mandatory mediation prior to commencing an eviction action if the residential tenant receives cash assistance;
- A prohibition on a law enforcement officer's ability to execute a writ of restitution until 30 days after the entry of judgment if the residential tenant receives cash assistance;
- Requirements that a written demand include a statement that a residential tenant who receives cash assistance has a right to mediation prior to the landlord filing an eviction complaint;
- Requirements that a written rental agreement include a statement that current law prohibits source of income discrimination and requires a nonexempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person; and

- Requirements that prohibit a written rental agreement from including a waiver of mandatory mediation or a clause that allows a landlord to recoup any costs associated with mandatory mediation.

Sections 21 and 22 require any provision of any energy code adopted by a county or municipality on or after January 1, 2026, to be cost effective. "Cost effective" means, using the existing energy efficiency standards and requirements as a base of comparison, that the economic benefits of the proposed energy efficiency standards and requirements will exceed the economic costs of those standards and requirements based upon an incremental multi-year analysis.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **amend** 13-20-804 as follows:

13-20-804. Restriction on construction defect claims. (1) ~~No negligence claim seeking damages for a construction defect may be asserted in~~ A CLAIMANT IS BARRED FROM BRINGING OR MAINTAINING A CONSTRUCTION DEFECT CLAIM AS an action if ~~such~~ THE claim arises from the failure to construct an improvement to real property in substantial compliance with an applicable building code, MANUFACTURER'S INSTRUCTIONS, or industry standard; except that ~~such~~ THE claim may be asserted if ~~such~~ THE failure ~~results in~~ CAUSES one or more of the following:

(a) Actual damage to real or personal property CAUSED BY THE VIOLATION OF A BUILDING CODE, MANUFACTURER'S INSTRUCTIONS, OR INDUSTRY STANDARD;

(b) Actual loss of the use of real or personal property;

(c) Bodily injury or wrongful death; or

(d) ~~A~~ AN IMMINENT AND UNREASONABLE risk of bodily injury or death to, or ~~a~~ AN IMMINENT OR UNREASONABLE threat to the life, health,

or safety of, the occupants of the residential real property.

(2) ~~Nothing in this section shall be construed to prohibit, limit, or impair the following:~~

~~(a) The assertion of tort claims other than claims for negligence;~~

~~(b) The assertion of contract or warranty claims; or~~

~~(c) The assertion of claims that arise from the violation of any statute or ordinance other than claims for violation of a building code.~~

(3) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "BUILDING CODE" MEANS A CODE ADOPTED UNDER ARTICLE 115 OR 155 OF TITLE 12, PART 2 OF ARTICLE 28 OF TITLE 30, OR PART 6 OF ARTICLE 15 OF TITLE 31.

(b) (I) "IMMINENT AND UNREASONABLE", WITH RESPECT TO A RISK OR THREAT, MEANS:

(A) THE RISK OR THREAT IS CAUSED BY AND WOULD NOT EXIST OR WOULD BE SUBSTANTIALLY LESS LIKELY TO CAUSE INJURY OR DEATH IN THE ABSENCE OF THE ALLEGED VIOLATION OF THE APPLICABLE BUILDING CODE, MANUFACTURER'S INSTRUCTIONS, OR INDUSTRY STANDARD; AND

(B) THE RISK OR THREAT RESULTS FROM AN EXISTING FAILURE OF THE IMPROVEMENT TO REAL PROPERTY TO PERFORM AS INTENDED OR PROBABLE FUTURE FAILURE OF THE IMPROVEMENT TO REAL PROPERTY TO PERFORM AS INTENDED DURING OR PROMPTLY AFTER THE OCCURRENCE OF THE EVENT OR EVENTS THAT THE IMPROVEMENT WAS DESIGNED TO PROTECT AGAINST.

(II) A CLAIMANT'S FAILURE TO PROMPTLY TAKE ACTION AFTER LEARNING OF THE RISK OR THREAT TO AVOID IT IS EVIDENCE THAT THE RISK OR THREAT IS NOT IMMINENT AND UNREASONABLE.

(III) A COURT SHALL EXCLUDE EVIDENCE OF AN ALLEGED VIOLATION OF A BUILDING CODE, A MANUFACTURER'S INSTRUCTIONS, OR AN INDUSTRY STANDARD UNLESS A CLAIMANT IS ABLE TO PROVIDE PRIMA FACIE EVIDENCE THAT ONE OF THE EXCEPTIONS SET FORTH IN SUBSECTIONS (1)(a) TO (1)(d) OF THIS SECTION APPLY.

SECTION 2. In Colorado Revised Statutes, 38-12-501, **amend** (2)(b); and **repeal** (2)(d), (2)(e), and (3) as follows:

38-12-501. Legislative declaration - matter of statewide concern - purposes and policies. (2) The underlying purposes and policies of this part 5 are to:

(b) Encourage landlords and tenants to maintain and improve the quality of housing; AND

(d) ~~Promote public health by ensuring rental housing is safe and healthy for tenants; and~~

(e) ~~Protect and provide remedies for tenants who experience uninhabitable conditions at their residential premises.~~

(3) ~~This part 5 should be broadly interpreted to achieve its intended purpose.~~

SECTION 3. In Colorado Revised Statutes, 38-12-502, **amend** (1), (4.5), and (5); **repeal** (2.5), (4.6), (4.8), (5.7), (6.3), (6.5), (6.8), (9)(b), and (11); and **recreate and reenact** (4) and (10) as follows:

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

(1) "Appliance" means a refrigerator, range stove, OR oven ~~air conditioner, permanent cooling device, or portable cooling device~~ that is included within a residential premises by a landlord FOR THE USE OF THE TENANT PURSUANT TO THE RENTAL AGREEMENT OR ANY OTHER

AGREEMENT BETWEEN THE LANDLORD AND THE TENANT. Nothing in this part 5 requires a landlord to provide an appliance, and this part 5 applies to appliances solely to the extent that appliances are part of a written agreement between the landlord and the tenant or are otherwise actually provided to a tenant by the landlord at the inception of ~~or during~~ the tenancy. ~~for the duration of the rental agreement~~

(2.5) ~~"Disability" has the same meaning as set forth in the federal "Americans with Disabilities Act of 1990", 42 U.S.C. sec. 12101 et seq., and its related amendments and implementing regulations.~~

(4) "ELECTRONIC NOTICE" MEANS NOTICE BY ELECTRONIC MAIL OR AN ELECTRONIC PORTAL OR MANAGEMENT COMMUNICATIONS SYSTEM THAT IS AVAILABLE TO BOTH A LANDLORD AND A TENANT.

(4.5) "Environmental public health event" means a NATURAL disaster or an environmental event, such as a wildfire, a flood, or a release of toxic contaminants, that could create negative health and safety impacts ~~or otherwise makes a residential premises uninhabitable, as described in section 38-12-505,~~ for tenants that live in nearby residential premises.

(4.6) ~~"Extreme heat event" means a day on which the national weather service of the national oceanic and atmospheric administration has declared, predicted, or indicated that there is a heat advisory, excessive heat watch, or excessive heat warning for the county in which a residential premises is located.~~

(4.8) ~~"Hotel room" means one or more rooms in a licensed or permitted commercial lodging establishment.~~

(5) "Landlord" means the owner, manager, lessor, OR sublessor ~~successor in interest, or agent of the owner~~ of a residential premises.

(5.7) ~~(a) "Maintenance service" means any service provided at a landlord's expense for the purpose of generally maintaining, inspecting, repairing, or ensuring the upkeep and preservation of a residential premises.~~

~~(b) "Maintenance service" does not include a one-time or specialized third-party contractor who is not an agent of the landlord and only provides a limited or expert service to a residential premises.~~

(6.3) ~~"Organizing" means any lawful, concerted activity by a tenant or a tenant's guest or an invitee for the purpose of mutual aid or establishing, supporting, or operating a tenants' association or similar organization or exercising any other right or remedy provided by law.~~

(6.5) ~~(a) "Portable cooling device" means an air conditioner or evaporative cooler, including devices mounted in a window or that are designed to sit on the floor.~~

~~(b) "Portable cooling device" does not include a permanent cooling device where installation of the device requires permanent alteration to the dwelling unit.~~

(6.8) ~~"Remedial action" means timely and good faith efforts to repair or remedy an uninhabitable condition at a residential premises or dwelling unit and to mitigate any negative effect of the condition.~~

(9) (b) ~~"Tenant" includes any member of a tenant's household, including any individual who has a right to occupy the dwelling unit with the tenant under any local, state, or federal law; the rental agreement; or any separate agreement with the landlord or any individual who otherwise has explicit or implicit permission from the landlord to occupy the dwelling unit.~~

(10) "VULNERABLE POPULATION" MEANS CHILDREN, INDIVIDUALS

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

(11) ~~(a) "Written", "writing", or "in writing" means any record conveying information in a form that may be retained by the recipient or sender or that is capable of being displayed in visual text in a form the individual may retain, including paper, electronic, and digital.~~

~~(b) "Written", "writing", or "in writing", as defined in subsection (11)(a) of this section, applies only to this part 5 and does not apply to the written notice or demand requirements in article 40 of title 13.~~

SECTION 4. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 38-12-503 as follows:

38-12-503. Warranty of habitability - notice - landlord obligations. (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN HABITATION.

(2) EXCEPT AS DESCRIBED IN SUBSECTION (2.2) OR (2.4) OF THIS SECTION, A LANDLORD BREACHES THE WARRANTY OF HABITABILITY SET FORTH IN SUBSECTION (1) OF THIS SECTION IF:

(a) A RESIDENTIAL PREMISES IS:

(I) UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE UNFIT FOR HUMAN HABITATION;

(II) IN A CONDITION THAT MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY; OR

(III) NOT IN COMPLIANCE WITH THE STANDARDS DESCRIBED IN SECTION 38-12-505 (1)(b)(XIII) FOR THE REMEDIATION AND CLEANUP OF

A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT; AND

(b) THE LANDLORD HAS RECEIVED REASONABLY COMPLETE WRITTEN OR ELECTRONIC NOTICE OF THE CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION AND FAILED TO COMMENCE REMEDIAL ACTION BY EMPLOYING REASONABLE EFFORTS WITHIN THE FOLLOWING PERIOD AFTER RECEIVING THE NOTICE:

(I) TWENTY-FOUR HOURS, WHERE THE CONDITION IS AS DESCRIBED IN SUBSECTION (2)(a)(II) OF THIS SECTION; OR

(II) NINETY-SIX HOURS, WHERE THE CONDITION IS AS DESCRIBED IN SUBSECTION (2)(a)(I) OF THIS SECTION AND THE TENANT HAS INCLUDED WITH THE NOTICE PERMISSION TO THE LANDLORD OR TO THE LANDLORD'S AUTHORIZED AGENT TO ENTER THE RESIDENTIAL PREMISES.

(2.2) IN A CASE IN WHICH A RESIDENTIAL PREMISES HAS MOLD THAT IS ASSOCIATED WITH DAMPNESS, OR THERE IS ANY OTHER CONDITION CAUSING THE RESIDENTIAL PREMISES TO BE DAMP, WHICH CONDITION, IF NOT REMEDIED, WOULD MATERIALLY INTERFERE WITH THE LIFE, HEALTH, OR SAFETY OF A TENANT, A LANDLORD BREACHES THE WARRANTY OF HABITABILITY IF THE LANDLORD FAILS:

(a) WITHIN NINETY-SIX HOURS AFTER RECEIVING REASONABLY COMPLETE WRITTEN OR ELECTRONIC NOTICE OF THE CONDITION, TO MITIGATE IMMEDIATE RISK FROM MOLD BY INSTALLING A CONTAINMENT, STOPPING ACTIVE SOURCES OF WATER TO THE MOLD, AND INSTALLING A HIGH-EFFICIENCY PARTICULATE AIR FILTRATION DEVICE TO REDUCE TENANTS' EXPOSURE TO MOLD;

(b) TO MAINTAIN THE CONTAINMENT DESCRIBED IN SUBSECTION (2.2)(a) OF THIS SECTION UNTIL THE ACTIONS DESCRIBED IN SUBSECTION

(2.2)(c) OF THIS SECTION ARE EXECUTED; AND

(c) WITHIN A REASONABLE AMOUNT OF TIME, TO EXECUTE THE FOLLOWING REMEDIAL ACTIONS TO REMOVE THE HEALTH RISK POSED BY MOLD:

(I) ESTABLISH APPROPRIATE PROTECTIONS FOR WORKERS AND OCCUPANTS;

(II) ELIMINATE OR LIMIT MOISTURE SOURCES AND DRY ALL MATERIALS;

(III) DECONTAMINATE OR REMOVE DAMAGED MATERIALS AS APPROPRIATE;

(IV) EVALUATE WHETHER THE PREMISES HAS BEEN SUCCESSFULLY REMEDIATED; AND

(V) REASSEMBLE THE PREMISES TO CONTROL SOURCES OF MOISTURE AND NUTRIENTS AND THEREBY PREVENT OR LIMIT THE RECURRENCE OF MOLD.

(2.3) A TENANT WHO GIVES A LANDLORD WRITTEN OR ELECTRONIC NOTICE OF A CONDITION SHALL SEND THE NOTICE IN A MANNER THAT THE LANDLORD TYPICALLY USES TO COMMUNICATE WITH THE TENANT. THE TENANT SHALL RETAIN SUFFICIENT PROOF OF DELIVERY OF THE NOTICE.

(2.4) A LANDLORD BREACHES THE WARRANTY OF HABITABILITY IF THE LANDLORD FAILS TO COMPLY WITH SECTION 38-12-803.

(2.5) A LANDLORD THAT RECEIVES FROM A TENANT WRITTEN OR ELECTRONIC NOTICE OF A CONDITION DESCRIBED BY SUBSECTION (2)(a) OF THIS SECTION SHALL:

(a) RESPOND TO THE TENANT NOT MORE THAN TWENTY-FOUR HOURS AFTER RECEIVING THE NOTICE; EXCEPT THAT A LANDLORD MAY TAKE UP TO SEVENTY-TWO HOURS TO RESPOND TO THE TENANT AFTER

RECEIVING THE NOTICE WHEN THE RESIDENTIAL PREMISES IS INACCESSIBLE BECAUSE OF DAMAGE DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT. THE RESPONSE MUST INDICATE THE LANDLORD'S INTENTIONS FOR REMEDYING THE CONDITION, INCLUDING AN ESTIMATE OF WHEN THE REMEDIATION WILL COMMENCE AND WHEN IT WILL BE COMPLETED.

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

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

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

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

(d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE

LANDLORD RECEIVES NOTICE FROM THE TENANT OF HABITABILITY ISSUES AT THE RESIDENTIAL PREMISES IS NOT CONSIDERED EVIDENCE OF REMEDIATION.

(3) WHEN ANY CONDITION DESCRIBED IN SUBSECTION (2) OF THIS SECTION IS CAUSED BY THE MISCONDUCT OF THE TENANT, A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR INVITEE OF THE TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL, THE CONDITION DOES NOT CONSTITUTE A BREACH OF THE WARRANTY OF HABITABILITY. IT IS NOT MISCONDUCT BY A VICTIM OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING UNDER THIS SUBSECTION (3) IF THE CONDITION IS THE RESULT OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING AND THE LANDLORD HAS BEEN GIVEN WRITTEN OR ELECTRONIC NOTICE AND EVIDENCE OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING, AS DESCRIBED IN SECTION 38-12-402 (2)(a).

(4) (a) IF THE NOTICE SENT PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION CONCERNS A CONDITION THAT IS DESCRIBED BY SUBSECTION (2)(a)(II) OR (2)(a)(III) OF THIS SECTION, THE LANDLORD, AT THE REQUEST OF THE TENANT, SHALL PROVIDE THE TENANT:

(I) A COMPARABLE DWELLING UNIT, AS SELECTED BY THE LANDLORD, AT NO EXPENSE OR COST TO THE TENANT; OR

(II) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO EXPENSE OR COST TO THE TENANT.

(b) A LANDLORD IS NOT REQUIRED TO PAY FOR ANY OTHER EXPENSES OF A TENANT THAT ARISE AFTER THE RELOCATION PERIOD. A

TENANT CONTINUES TO BE RESPONSIBLE FOR PAYMENT OF RENT UNDER THE RENTAL AGREEMENT DURING THE PERIOD OF ANY TEMPORARY RELOCATION AND FOR THE REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING THE REMEDIATION.

(5) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT WAIVING OR MODIFYING THE WARRANTY OF HABITABILITY SHALL BE VOID AS CONTRARY TO PUBLIC POLICY.

(6) NOTHING IN THIS PART 5 SHALL:

(a) PREVENT A LANDLORD FROM TERMINATING A RENTAL AGREEMENT AS A RESULT OF A CASUALTY OR CATASTROPHE TO THE DWELLING UNIT WITHOUT FURTHER LIABILITY TO THE LANDLORD OR TENANT; OR

(b) PRECLUDE A LANDLORD FROM INITIATING AN ACTION FOR NONPAYMENT OF RENT, BREACH OF THE RENTAL AGREEMENT, VIOLATION OF SECTION 38-12-504, OR AS PROVIDED FOR UNDER ARTICLE 40 OF TITLE 13.

SECTION 5. In Colorado Revised Statutes, 38-12-504, **amend** (3) as follows:

38-12-504. Tenant's maintenance of premises. (3) Nothing in this section shall be construed to authorize a modification of a landlord's obligations under ~~this part 5~~ THE WARRANTY OF HABITABILITY.

SECTION 6. In Colorado Revised Statutes, 38-12-505, **amend** (1)(a), (1)(b)(IV), (1)(b)(VII), (1)(b)(VIII), (1)(b)(IX), (1)(b)(X), (1)(b)(XIII), (2), and (3); and **repeal** (1)(b)(XV), (1)(b)(XVI), (1)(c), (4), (5), (6), and (7) as follows:

38-12-505. Uninhabitable residential premises - habitability procedures - rules - definition. (1) A residential premises is deemed

uninhabitable if:

(a) There is mold that is associated with dampness, or there is any other condition causing the residential premises to be damp, which condition, if not remedied, would materially interfere with the health or safety of the tenant, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use; OR

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

(IV) Running water ~~at all times~~ and REASONABLE AMOUNTS OF hot water ~~in an amount necessary for the tenant to perform all ordinary activities related to maintaining cleanliness and health,~~ AT ALL TIMES furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;

(VII) 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; ~~pests, or insects~~

(VIII) Appropriate extermination in response to the infestation of rodents, OR vermin ~~pests, or insects~~ throughout a residential premises; ~~including compliance with all requirements under part 10 of this article 12~~

(IX) An adequate number of appropriate exterior receptacles for garbage ~~waste,~~ and rubbish, in good repair; ~~and scheduled to be serviced and emptied at sufficient intervals to ensure containment and proper disposal of all trash, waste, and rubbish~~

(X) Floors, stairways, ~~elevators,~~ and railings maintained in good

repair;

(XIII) Compliance with applicable standards from the American National Standards Institute, or its successor organization, ~~and all applicable provisions of building, fire, health, and housing codes~~ for the remediation and cleanup of a residential premises following an environmental public health event; OR

(XV) ~~Compliance with all requirements in section 38-12-803; or~~

(XVI) ~~Compliance with all requirements related to cooling devices established in subsection (7) of this section; or~~

(c) ~~It is otherwise unfit for human habitation.~~

(2) A deficiency in the common area shall not render a residential premises uninhabitable as set forth in subsection (1) of this section, unless it materially ~~affects~~ AND SUBSTANTIALLY LIMITS the tenant's use of the tenant's dwelling unit.

(3) (a) Before a landlord leases a residential premises to a tenant, the landlord must ensure that the residential premises is fit for human habitation in accordance with section 38-12-503 (1) and that the residential premises is not in a condition described in ~~subsection (1) of this section~~ SECTION 38-12-503 (2)(a).

(b) ~~A landlord that leases a residential premises that is not in compliance with this section breaches the warranty of habitability pursuant to section 38-12-503 (1), and the tenant may pursue any remedy under section 38-12-507.~~

(c) ~~On and after January 1, 2025, every rental agreement between a landlord and tenant must include a statement in at least twelve-point, bold-faced type that states that every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and that a landlord is~~

~~prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing.~~

(d) ~~On and after January 1, 2025, every rental agreement between a landlord and tenant must include a statement in English and Spanish and in at least twelve-point, bold-faced type that states an address where a tenant can mail or personally deliver written notice of an uninhabitable condition and an e-mail address or accessible online tenant portal or platform where a tenant can deliver written notice of an uninhabitable condition.~~

(e) ~~If a landlord provides a tenant with an online tenant portal or platform, the landlord must post in a conspicuous place in the online tenant portal or platform a statement in English and Spanish that states an address where a tenant can mail or personally deliver written notice of an uninhabitable condition and an e-mail address or accessible online portal or platform where a tenant can deliver written notice of an uninhabitable condition.~~

(4) ~~There is a rebuttable presumption that the following conditions at a residential premises materially interfere with a tenant's life, health, or safety pursuant to section 38-12-503 (2)(a)(II):~~

~~(a) Lack of waterproofing and weather protection for the roof, exterior walls, exterior doors, and exterior windows of a dwelling unit so that weather-related elements can enter the dwelling unit;~~

~~(b) Any hazardous condition of gas piping, gas facilities, gas appliances, or other gas equipment;~~

~~(c) Inadequate running water or inadequate running hot water, except for temporary disruptions in water service due to necessary~~

~~maintenance, repair, or construction that is being performed or temporary disruptions in water service that a landlord could not reasonably prevent or control;~~

~~(d) Lack of functioning heating facilities and equipment fixtures that are installed and operating in compliance with applicable law at the time of installation and that are maintained in good working order from October through April of each year;~~

~~(e) Any hazardous condition of electrical wiring, electrical facilities, electrical appliances, or other electrical equipment;~~

~~(f) Lack of electricity or disruptions of electricity that are caused by a landlord's failure to maintain electrical wiring, electrical facilities, electrical appliances, or electrical equipment;~~

~~(g) Lack of working locks or security devices on all exterior doors that allow entry into a residential premises or a dwelling unit and all exterior windows that are designed to be opened;~~

~~(h) Lack of working plumbing or sewage disposal or any condition that allows sewage, water, moisture, or other contaminants to enter the residential premises other than through properly working plumbing and sewage disposal systems;~~

~~(i) An infestation of rodents, vermin, pests, or insects;~~

~~(j) Any inaccessible fire exits or egress in accordance with applicable building, housing, fire, and health codes;~~

~~(k) Any missing, damaged, improper, or misaligned chimney or venting on any fuel-fired heating, ventilation, or cooling system; or~~

~~(l) An inoperable elevator when the tenant has a disability that prevents the tenant from being able to use the stairs to access the tenant's dwelling unit or the tenant relies on an elevator to access the tenant's~~

~~dwelling unit and there are no other operable elevators that provide access to the tenant's unit.~~

~~(5) A landlord may rebut the presumption in subsection (4) of this section by demonstrating, through clear and convincing evidence, that a condition listed in subsection (4) of this section does not materially interfere with a tenant's life, health, or safety.~~

~~(6) Nothing in this section prevents a court or jury from finding that any condition or combination of conditions described in this section materially interferes with a tenant's life, health, or safety.~~

~~(7) (a) A landlord shall not prohibit or restrict a tenant from installing or using a portable cooling device, including under any rental agreement or other agreement between the landlord and the tenant; except that the landlord may prohibit or restrict the installation or use of a portable cooling device if the installation or use of the portable cooling device would:~~

~~(I) Violate any building codes, state law, or federal law;~~

~~(II) Violate the portable cooling device manufacturer's written safety guidelines for installing or using the device;~~

~~(III) Damage the premises or render the premises uninhabitable; or~~

~~(IV) Require more amperage to power the portable cooling device than can be accommodated by the residential premises', dwelling unit's, or circuit's electrical capacity.~~

~~(b) A landlord that restricts the installation or use of portable cooling devices at a residential premises with multiple dwelling units under subsection (7)(a)(IV) of this section shall prioritize a tenant who requests the installation or usage of a portable cooling device to~~

~~accommodate the tenant's disability over other tenants' requests to install or use a portable cooling device.~~

~~(c) A landlord that restricts the installation or use of a portable cooling device at a residential premises under subsection (7)(a) of this section shall:~~

~~(I) Disclose any restrictions on the installation or use of portable cooling devices to a tenant or prospective tenant in writing;~~

~~(II) Provide information about whether the landlord intends to operate one or more common spaces at the residential premises that will be cooled by a portable cooling device or permanent cooling device and available to the tenant during an extreme heat event; and~~

~~(III) If the landlord does not intend to operate common spaces at the residential premises that will be cooled by a portable cooling device or permanent cooling device, provide information on community cooling spaces that are located near the residential premises and accessible to the tenant during an extreme heat event; except that a landlord is not required to provide information on community cooling spaces if there are no known community cooling spaces within ten miles of the residential premises.~~

~~(d) (I) As used in this subsection (7), unless the context otherwise requires, "community cooling spaces" means public spaces that are available to a tenant and that are located on or near the residential premises and that maintain a temperature that is not higher than eighty degrees Fahrenheit.~~

~~(II) "Community cooling spaces" may include recreation centers, community centers, and public libraries.~~

~~(e) Nothing in this subsection (7) modifies a landlord's obligation~~

~~to permit reasonable modifications and reasonable accommodations for individuals with a disability under section 24-34-502.2.~~

SECTION 7. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 38-12-507 as follows:

38-12-507. Breach of warranty of habitability - tenant's remedies. (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY AS SET FORTH IN SECTION 38-12-503 (2):

(a) UPON NO LESS THAN TEN AND NO MORE THAN THIRTY DAYS WRITTEN NOTICE TO THE LANDLORD SPECIFYING THE CONDITION ALLEGED TO BREACH THE WARRANTY OF HABITABILITY AND GIVING THE LANDLORD FIVE BUSINESS DAYS FROM THE RECEIPT OF THE WRITTEN NOTICE TO REMEDY THE BREACH, A TENANT MAY TERMINATE THE RENTAL AGREEMENT BY SURRENDERING POSSESSION OF THE DWELLING UNIT. IF THE BREACH IS REMEDIABLE BY REPAIRS, THE PAYMENT OF DAMAGES, OR OTHERWISE AND THE LANDLORD ADEQUATELY REMEDIES THE BREACH WITHIN FIVE BUSINESS DAYS OF RECEIPT OF THE NOTICE, THE RENTAL AGREEMENT SHALL NOT TERMINATE BY REASON OF THE BREACH.

(b) (I) A TENANT MAY OBTAIN INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY IN ANY COUNTY OR DISTRICT COURT OF COMPETENT JURISDICTION. IN A PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT SHALL DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF. A LANDLORD IS NOT SUBJECT TO ANY COURT ORDER FOR INJUNCTIVE RELIEF IF:

(A) THE LANDLORD TENDERS THE ACTUAL DAMAGES TO THE COURT WITHIN TWO BUSINESS DAYS AFTER THE ORDER; AND

(B) THE PROCEEDING FOR INJUNCTIVE RELIEF DOES NOT CONCERN

A CONDITION DESCRIBED IN SECTION 38-12-503 (2)(a)(II) OR (2)(a)(III) THAT HAS NOT BEEN REPAIRED OR REMEDIED.

(II) UPON APPLICATION BY THE TENANT, THE COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID BY THE LANDLORD. IF THE TENANT VACATES THE LEASED RESIDENTIAL PREMISES, THE LANDLORD SHALL NOT RENT THE RESIDENTIAL PREMISES AGAIN UNTIL THE UNIT COMPLIES WITH THE WARRANTY OF HABITABILITY SET FORTH IN SECTION 38-12-503 (1).

(c) (I) IN AN ACTION FOR POSSESSION OR COLLECTION BASED UPON NONPAYMENT OF RENT, IN WHICH THE TENANT ASSERTS A DEFENSE TO POSSESSION BASED UPON THE LANDLORD'S ALLEGED BREACH OF THE WARRANTY OF HABITABILITY, UPON THE FILING OF THE TENANT'S ANSWER THE COURT SHALL ORDER THE TENANT TO PAY INTO THE REGISTRY OF THE COURT ALL OR PART OF THE RENT ACCRUED AFTER DUE CONSIDERATION OF EXPENSES ALREADY INCURRED BY THE TENANT BASED UPON THE LANDLORD'S BREACH OF THE WARRANTY OF HABITABILITY. THE TENANT MAY ASSERT, AS AN AFFIRMATIVE DEFENSE, AN ALLEGED BREACH OF THE WARRANTY OF HABITABILITY, PROVIDED THAT THE LANDLORD OR ANY AGENT ACTING ON BEHALF OF THE LANDLORD HAS PREVIOUSLY RECEIVED WRITTEN OR ELECTRONIC NOTICE OF AN ALLEGED BREACH OF THE WARRANTY OF HABITABILITY. IF A COUNTY OR DISTRICT COURT IS SATISFIED THAT THE DEFENDANT IS UNABLE TO DEPOSIT THE AMOUNT OF RENT SPECIFIED BECAUSE THE DEFENDANT IS FOUND TO BE INDIGENT PURSUANT TO SUBSECTION (1)(c)(II) OF THIS SECTION, THE DEFENDANT SHALL NOT BE REQUIRED TO DEPOSIT ANY AMOUNTS TO RAISE WARRANTY OF HABITABILITY CLAIMS AS AN AFFIRMATIVE DEFENSE AND THE CLAIM WILL BE PERFECTED.

(II) A DEFENDANT IS INDIGENT FOR THE PURPOSES OF THIS SECTION IF THE DEFENDANT HAS A NET INCOME THAT IS:

(A) FIVE TIMES OR LESS THE ANNUAL RENTAL OF THE DEFENDANT'S PREMISES, AFTER ALLOWING ALL EXEMPTIONS AVAILABLE TO FAMILIES OCCUPYING DWELLINGS IN LOW-RENT HOUSING AUTHORIZED UNDER THE ACT OF THE CONGRESS OF THE UNITED STATES KNOWN AS THE "UNITED STATES HOUSING ACT OF 1937"; OR

(B) LESS THAN TWO HUNDRED FIFTY PERCENT OF THE FEDERAL POVERTY LINE; EXCEPT THAT, FOR PURPOSES OF CALCULATION, A DEFENDANT'S ASSETS MUST NOT BE TAKEN INTO ACCOUNT.

(III) FOR THE PURPOSE OF COMPUTING THE ANNUAL RENTAL OF THE DEFENDANT'S PREMISES PURSUANT TO SUBSECTION (1)(c)(II)(A) OF THIS SECTION, THERE MUST BE INCLUDED IN THE CALCULATION THE AVERAGE ANNUAL COST TO THE DEFENDANT, AS DETERMINED BY THE COURT, OF HEAT, WATER, ELECTRICITY, GAS, AND OTHER NECESSARY SERVICES OR FACILITIES, WHETHER OR NOT THE CHARGE FOR SUCH SERVICES AND FACILITIES IS IN FACT INCLUDED IN THE RENTAL.

(d) WHETHER ASSERTED AS A CLAIM, COUNTERCLAIM, OR AN AFFIRMATIVE DEFENSE, A TENANT MAY RECOVER DAMAGES DIRECTLY ARISING FROM A BREACH OF THE WARRANTY OF HABITABILITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT, IN ANY COURT OF COMPETENT JURISDICTION.

(d.5) THE COURT SHALL DETERMINE THE REDUCTION OF THE PREMISES' RENTAL VALUE IN ITS UNINHABITABLE STATE TO THE DATE OF TRIAL AND SHALL DENY POSSESSION TO THE LANDLORD AND DEEM THE TENANT TO BE THE PREVAILING PARTY, CONDITIONED UPON THE PAYMENT

OF THE RENT THAT HAS ACCRUED TO THE DATE OF THE TRIAL, AS ADJUSTED PURSUANT TO THE REDUCTION IN THE RENTAL VALUE CAUSED BY THE BREACH OF THE WARRANTY OF HABITABILITY. THE TENANT SHALL MAKE THIS PAYMENT TO EITHER THE COURT OR THE LANDLORD WITHIN FOURTEEN DAYS FROM THE DATE OF THE COURT'S JUDGMENT. THE COURT MAY ORDER THE LANDLORD TO MAKE REPAIRS AND CORRECT THE CONDITIONS THAT CONSTITUTE A BREACH OF THE LANDLORD'S OBLIGATIONS; SHALL ORDER THAT THE MONTHLY RENT BE LIMITED TO THE PREMISES' REASONABLE RENTAL VALUE , AS DETERMINED PURSUANT TO THIS SECTION, UNTIL REPAIRS ARE COMPLETED; AND SHALL AWARD THE TENANT COSTS AND ATTORNEY FEES IF PROVIDED BY AND PURSUANT TO ANY STATUTE OR THE CONTRACT OF THE PARTIES. IF THE COURT ORDERS REPAIRS OR CORRECTIONS OR BOTH PURSUANT TO THIS SECTION, THE COURT'S JURISDICTION CONTINUES OVER THE MATTER FOR THE PURPOSE OF ENSURING COMPLIANCE. THE COURT SHALL AWARD POSSESSION OF THE PREMISES TO THE LANDLORD IF THE TENANT FAILS TO PAY ALL REDUCED RENT OBLIGATIONS ACCRUED TO THE DATE OF TRIAL WITHIN THE PERIOD PRESCRIBED BY THE COURT PURSUANT TO THIS SUBSECTION (1)(d.5).

(e) (I) PURSUANT TO THIS SUBSECTION (1)(e), THE TENANT MAY DEDUCT FROM ONE OR MORE RENT PAYMENTS THE COST OF REPAIRING OR REMEDYING A CONDITION THAT IS THE BASIS OF A BREACH OF THE WARRANTY OF HABITABILITY DESCRIBED IN SECTION 38-12-503 IF THE TENANT PROVIDES NOTICE OF THE CONDITION TO THE LANDLORD AS DESCRIBED IN SECTION 38-12-503 (2)(b) OR (2.2) AND THE LANDLORD FAILS TO:

(A) COMMENCE REMEDIAL ACTION BY EMPLOYING REASONABLE EFFORTS WITHIN THE APPLICABLE PERIOD DESCRIBED IN SECTION

38-12-503 (2)(b); OR

(B) COMPLETE THE ACTIONS DESCRIBED IN SECTION 38-12-503 (2.2).

(II) AT LEAST TEN DAYS BEFORE DEDUCTING COSTS FROM A RENT PAYMENT AS DESCRIBED IN THIS SUBSECTION (1)(e), A TENANT SHALL PROVIDE THE LANDLORD WITH WRITTEN OR ELECTRONIC NOTICE OF THE TENANT'S INTENT TO DO SO. THE NOTICE MUST SPECIFY THE DATE OF NOTIFICATION, THE NAME OF THE LANDLORD OR PROPERTY MANAGER, THE ADDRESS OF THE RENTAL PROPERTY, THE CONDITION THAT REQUIRES A REPAIR OR REMEDY, THE DATE UPON WHICH THE TENANT PROVIDED NOTICE TO THE LANDLORD OF THE CONDITION THAT REQUIRES A REPAIR OR REMEDY, AND A COPY OF AT LEAST ONE GOOD FAITH ESTIMATE OF COSTS TO REPAIR OR REMEDY THE CONDITION, WHICH ESTIMATE HAS BEEN PREPARED BY A PROFESSIONAL WHO IS UNRELATED TO THE TENANT, IS TRAINED TO PERFORM THE WORK FOR WHICH THE ESTIMATE IS BEING PREPARED, AND COMPLIES WITH ALL LICENSING, CERTIFICATION, OR REGISTRATION REQUIREMENTS OF THIS STATE THAT APPLY TO THE PERFORMANCE OF THE WORK. A TENANT WITHHOLDING RENT OVER MULTIPLE PAYMENT PERIODS IS REQUIRED TO PROVIDE NOTICE ONLY ONCE. THE TENANT SHALL RETAIN A COPY OF THE NOTICE.

(III) AFTER A TENANT PROVIDES A LANDLORD NOTICE OF THE TENANT'S INTENT TO DEDUCT COSTS PURSUANT TO SUBSECTION (1)(e)(II) OF THIS SECTION, THE LANDLORD HAS FOUR BUSINESS DAYS TO OBTAIN ONE OR MORE GOOD FAITH ESTIMATES OF SUCH COSTS IN ADDITION TO ANY ESTIMATE THAT THE TENANT INCLUDED IN THE NOTICE. THE ESTIMATE MUST BE PREPARED BY A PROFESSIONAL WHO IS UNRELATED TO THE LANDLORD, IS TRAINED TO PERFORM THE WORK FOR WHICH THE ESTIMATE

IS BEING PREPARED, AND COMPLIES WITH ALL LICENSING, CERTIFICATION, OR REGISTRATION REQUIREMENTS OF THIS STATE THAT APPLY TO THE PERFORMANCE OF THE WORK. IF THE LANDLORD PREFERS TO REPAIR OR REMEDY THE CONDITION BY HIRING A PROFESSIONAL OTHER THAN A PROFESSIONAL WHO PREPARED AN ESTIMATE FOR THE TENANT, THE LANDLORD SHALL SHARE THE PREFERRED PROFESSIONAL'S ESTIMATE WITH THE TENANT AND SHALL COMMENCE WORK TO REPAIR OR REMEDY THE CONDITION AS SOON AS REASONABLY POSSIBLE.

(IV) IF THE LANDLORD DOES NOT OBTAIN ANY ADDITIONAL ESTIMATES WITHIN THE FOUR DAYS PRESCRIBED BY SUBSECTION (1)(e)(III) OF THIS SECTION, THE TENANT MAY PROCEED TO DEDUCT COSTS FROM ONE OR MORE RENT PAYMENTS, BASED ON THE ESTIMATE ACQUIRED BY THE TENANT, UNTIL THE ENTIRE AMOUNT OF THE ESTIMATE IS DEDUCTED.

(V) A TENANT WHO DEDUCTS COSTS PURSUANT TO SUBSECTION (1)(e)(IV) OF THIS SECTION SHALL NOT REPAIR OR REMEDY THE CONDITION BUT SHALL HIRE A PROFESSIONAL WHO IS UNRELATED TO THE TENANT, IS TRAINED TO PERFORM THE WORK FOR WHICH THE ESTIMATE IS BEING PREPARED, AND COMPLIES WITH ALL LICENSING, CERTIFICATION, OR REGISTRATION REQUIREMENTS OF THIS STATE THAT APPLY TO THE PERFORMANCE OF THE WORK.

(VI) IF A TENANT HIRES A PROFESSIONAL TO REPAIR OR REMEDY A CONDITION CAUSING A BREACH OF THE WARRANTY OF HABITABILITY AND DEDUCTS THE ESTIMATED COST OF SUCH REPAIR OR REMEDY FROM ONE OR MORE RENT PAYMENTS, AS PERMITTED BY THIS SUBSECTION (1)(e), AND THE DEDUCTED ESTIMATED COST EXCEEDS THE ACTUAL COST INCURRED BY THE TENANT, THE TENANT SHALL REMIT THE EXCESS COST TO THE LANDLORD WITHIN TEN BUSINESS DAYS.

(VII) NOTWITHSTANDING ANY PROVISION OF THIS SUBSECTION (1)(e) TO THE CONTRARY, A TENANT SHALL NOT DEDUCT COSTS FROM ONE OR MORE RENT PAYMENTS IF THE CONDITION THAT IS THE BASIS FOR THE ALLEGED BREACH OF THE WARRANTY OF HABITABILITY IS CAUSED BY THE MISCONDUCT OF THE TENANT, A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR INVITEE OF THE TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL; EXCEPT THAT THIS SUBSECTION (1)(e)(VII) DOES NOT APPLY IF:

(A) THE TENANT IS A VICTIM OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING;

(B) THE CONDITION IS THE RESULT OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING; AND

(C) THE LANDLORD HAS BEEN GIVEN WRITTEN OR ELECTRONIC NOTICE AND EVIDENCE OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING.

(VIII) NOTWITHSTANDING ANY PROVISION OF THIS SUBSECTION (1)(e) TO THE CONTRARY, A TENANT SHALL NOT DEDUCT COSTS FROM ONE OR MORE RENT PAYMENTS OR MAKE REPAIRS TO A RESIDENTIAL PREMISES IF THE RESIDENTIAL PREMISES WAS CONSTRUCTED, ACQUIRED, DEVELOPED, REHABILITATED, OR MAINTAINED WITH:

(A) FUNDING PROVIDED PURSUANT TO SECTION 8 OR 9 OF THE FEDERAL "UNITED STATES HOUSING ACT OF 1937", 42 U.S.C. SECS. 1437f AND 1437g;

(B) FUNDING FROM THE HOME INVESTMENT PARTNERSHIPS

PROGRAM OF THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; OR

(C) FEDERAL LOW-INCOME HOUSING TAX CREDITS, COLORADO AFFORDABLE HOUSING TAX CREDITS, OR FUNDING PROVIDED UNDER ANY FEDERAL, STATE, OR LOCAL PROGRAM THAT RESTRICTS MAXIMUM RENTS FOR PERSONS OF LOW OR MODERATE INCOME AND THAT IS CURRENTLY SUBJECT TO A USE RESTRICTION THAT IS MONITORED TO ENSURE COMPLIANCE BY THE FEDERAL GOVERNMENT, THE STATE GOVERNMENT, A COUNTY GOVERNMENT, OR A MUNICIPAL GOVERNMENT, OR BY ANY POLITICAL SUBDIVISION OR DESIGNATED AGENCY THEREOF.

(IX) A TENANT WHO DEDUCTS COSTS FROM ONE OR MORE RENT PAYMENTS IN ACCORDANCE WITH THIS SUBSECTION (1)(e) MAY SEEK ADDITIONAL REMEDIES PROVIDED BY THIS SECTION.

(X) IF A COURT FINDS THAT A TENANT HAS WRONGFULLY DEDUCTED RENT, THE COURT SHALL AWARD THE LANDLORD AN AMOUNT OF MONEY EQUAL TO THE AMOUNT WRONGFULLY WITHHELD. IF THE COURT FINDS THAT THE TENANT ACTED IN BAD FAITH, THE COURT SHALL AWARD THE LANDLORD POSSESSION OF THE RESIDENTIAL PREMISES AND AN AMOUNT OF MONEY EQUAL TO DOUBLE THE AMOUNT WRONGFULLY WITHHELD.

(XI) A TENANT WHO DEDUCTS RENT AS A RESULT OF A BREACH OF THE WARRANTY OF HABITABILITY, WHICH BREACH IS BASED ON A CONDITION DESCRIBED IN SECTION 38-12-505 (1)(b)(I), MAY, IN LIEU OF REPAIRING THE MALFUNCTIONING APPLIANCE, REPLACE THE MALFUNCTIONING APPLIANCE SO LONG AS THE REPLACEMENT APPLIANCE IS AT LEAST OF SUBSTANTIALLY COMPARABLE QUALITY AND HAS SUBSTANTIALLY THE SAME FEATURES AS THE ORIGINAL APPLIANCE.

(2) IF A RENTAL AGREEMENT CONTAINS A PROVISION FOR EITHER PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT TO OBTAIN ATTORNEY FEES AND COSTS, THEN THE PREVAILING PARTY IN ANY ACTION BROUGHT UNDER THIS PART 5 SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY FEES AND COSTS.

(3) NOTWITHSTANDING SUBSECTION (1) OF THIS SECTION:

(a) IF THE SAME CONDITION THAT SUBSTANTIALLY CAUSED A BREACH OF THE WARRANTY OF HABITABILITY RECURS WITHIN SIX MONTHS AFTER THE CONDITION IS REPAIRED OR REMEDIED, OTHER THAN A BREACH OF SECTION 38-12-505 (1)(b)(I), THE TENANT MAY TERMINATE THE RENTAL AGREEMENT FOURTEEN DAYS AFTER PROVIDING THE LANDLORD WRITTEN OR ELECTRONIC NOTICE OF THE TENANT'S INTENT TO DO SO. THE NOTICE MUST INCLUDE A DESCRIPTION OF THE CONDITION AND THE DATE OF THE TERMINATION OF THE RENTAL AGREEMENT.

(b) IF THE SAME CONDITION THAT SUBSTANTIALLY CAUSED A BREACH OF THE WARRANTY OF HABITABILITY RECURS WITHIN SIX MONTHS AFTER THE CONDITION IS REPAIRED OR REMEDIED, AND THE CONDITION IS A BREACH OF SECTION 38-12-505 (1)(b)(I), THE TENANT MAY TERMINATE THE RENTAL AGREEMENT FOURTEEN DAYS AFTER PROVIDING THE LANDLORD WRITTEN OR ELECTRONIC NOTICE OF THE TENANT'S INTENT TO DO SO. THE NOTICE MUST INCLUDE A DESCRIPTION OF THE CONDITION AND THE DATE OF THE TERMINATION OF THE RENTAL AGREEMENT. HOWEVER, IF THE LANDLORD REMEDIES THE CONDITION WITHIN FOURTEEN DAYS AFTER RECEIVING THE NOTICE, THE TENANT MAY NOT TERMINATE THE RENTAL AGREEMENT.

(4) IF A RESIDENTIAL PREMISES IS UNINHABITABLE PURSUANT TO SECTION 38-12-505 (1) AFTER BEING DAMAGED DUE TO AN

ENVIRONMENTAL PUBLIC HEALTH EVENT, THE TENANT MAY TERMINATE THE TENANT'S LEASE IF:

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

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

(c) THE LANDLORD IS NOT ABLE TO PROVIDE ADEQUATE ALTERNATIVE HOUSING ACCOMMODATIONS FOR THE TENANT, PURSUANT TO SECTION 38-12-503 (4), FOR THE DURATION OF THE TIME THAT THE RESIDENTIAL PREMISES IS BEING REMEDIATED.

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

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

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

(c) THE LANDLORD IS NOT ABLE TO PROVIDE ADEQUATE ALTERNATIVE HOUSING ACCOMMODATIONS FOR THE TENANT, PURSUANT TO SECTION 38-12-503 (4), FOR THE DURATION OF THE TIME THAT THE RESIDENTIAL PREMISES IS BEING REMEDIATED; AND

(d) THE TENANT PROVIDES THE LANDLORD WITH EVIDENCE FROM A LICENSED MEDICAL DOCTOR THAT THE TENANT'S CONDITION IS SUCH THAT TO CONTINUE LIVING IN A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT WOULD BE DETRIMENTAL TO THE TENANT'S HEALTH, SAFETY, OR QUALITY OF LIFE.

SECTION 8. In Colorado Revised Statutes, 38-12-508, **amend** (1) and (5); and **recreate and reenact** (2) and (4) as follows:

38-12-508. Landlord's defenses to a claim of breach of warranty - limitations on claiming a breach. (1) It is a defense to a tenant's claim of breach of the warranty of habitability that the tenant's actions or inactions prevented the landlord from ~~remedying or repairing~~ CURING the condition underlying the breach of the warranty of habitability. ~~For a landlord to prevail on such defense to a tenant's claim of breach of the warranty of habitability, a landlord must demonstrate that:~~

~~(a) The tenant:~~

~~(I) Refused to provide or accept a proposed reasonable alternative date and time for entry into the dwelling unit;~~

~~(II) Unreasonably denied entry to the dwelling unit; or~~

~~(III) Engaged in any other action or inaction that unreasonably delayed or otherwise prevented the landlord from commencing, maintaining, or completing the remedial action; and~~

~~(b) The tenant's actions described in subsection (1)(a) of this~~

~~section made it impracticable for the landlord to reasonably remedy or repair the condition.~~

(2) ONLY PARTIES TO THE RENTAL AGREEMENT OR OTHER ADULT RESIDENTS LISTED ON THE RENTAL AGREEMENT WHO ARE ALSO LAWFULLY RESIDING IN THE DWELLING UNIT MAY ASSERT A CLAIM FOR A BREACH OF THE WARRANTY OF HABITABILITY.

(4) EXCEPT AS PROVIDED IN SECTION 38-12-509 (2), A TENANT MAY NOT ASSERT A BREACH OF THE WARRANTY OF HABITABILITY AS A DEFENSE TO A LANDLORD'S ACTION FOR POSSESSION BASED UPON A NONMONETARY VIOLATION OF THE RENTAL AGREEMENT OR FOR AN ACTION FOR POSSESSION BASED UPON A NOTICE TO QUIT OR VACATE.

(5) If the condition alleged to breach the warranty of habitability is the result of the action or inaction of a TENANT IN ANOTHER DWELLING UNIT OR ANOTHER third party not under the direction and control of the landlord and the landlord has taken reasonable, necessary, and timely steps to ~~remedy or repair~~ ABATE the condition, but is unable to ~~remedy or repair~~ ABATE the condition due to circumstances beyond the landlord's reasonable control, the tenant's only remedy is termination of the rental agreement consistent with section 38-12-507 (1)(a).

SECTION 9. In Colorado Revised Statutes, 38-12-509, **amend** (1), (1.5), and (2); and **repeal** (1.7) and (5) as follows:

38-12-509. Prohibition on retaliation. (1) (a) A landlord shall not retaliate against a tenant by engaging in any of the activities specified in subsection (1)(b) of this section in response to the tenant:

(I) Having made a good faith complaint to the landlord ~~to a nonprofit organization or third party,~~ or to a governmental agency alleging a condition described by section 38-12-505 (1) or any condition

that materially interferes with the life, health, or safety of the tenant; OR

(II) Organizing or becoming a member of a tenants' association or similar organization. ~~or~~

(III) ~~Exercising or attempting to exercise in good faith any right or remedy afforded to a tenant pursuant to section 38-12-507.~~

(b) Prohibited retaliation includes:

(I) Increasing rent or decreasing services;

(II) Terminating ~~or not renewing~~ a ~~rental agreement~~ LEASE or contract without written consent of the tenant EXCEPT AS OTHERWISE PROVIDED BY LAW;

(III) Bringing or threatening to bring an action for possession; OR

(IV) Taking action that in any manner intimidates, threatens, discriminates against, ~~harasses,~~ or retaliates against a tenant. ~~or~~

(V) ~~Charging the tenant or seeking to collect from the tenant any fee, cost, or penalty.~~

(1.5) A tenant may assert ~~that the landlord retaliated against the tenant in violation of subsection (1) of this section~~ as a defense to a landlord's action for possession, including ~~a landlord's~~ AN action for possession based on

~~(a)~~ a ~~monetary or~~ nonmonetary violation of the rental agreement OR AN ACTION FOR POSSESSION BASED UPON

~~(b)~~ a notice to ~~terminate tenancy~~ QUIT or vacate, THAT THE LANDLORD RETALIATED AGAINST THE TENANT IN VIOLATION OF SUBSECTION (1) OF THIS SECTION.

(c) ~~An expiration of the tenant's rental agreement; or~~

(d) ~~The nonpayment of rent resulting from a retaliatory rent increase.~~

(1.7) ~~To prove a claim or defense under this section, a tenant does not need to prove that retaliation was the sole reason a landlord engaged in any of the activities described in subsection (1)(b) of this section; a tenant need only demonstrate that the tenant's protected activity under subsection (1)(a) of this section was a motivating factor that influenced the landlord's decision to engage in any of the activities described in subsection (1)(b) of this section.~~

(2) If a landlord retaliates against a tenant in violation of subsection (1) of this section, the tenant MAY TERMINATE THE RENTAL AGREEMENT AND

~~(a)~~ ~~Shall~~ recover ~~damages in~~ an amount not more than three months' periodic rent or three times the tenant's actual damages, whichever is greater, plus reasonable attorney fees and costs. ~~and~~

~~(b) May terminate the rental agreement.~~

(5) ~~Nothing in this section precludes a landlord from serving a tenant with a notice to terminate tenancy or a notice to vacate to the extent allowable under the law.~~

SECTION 10. In Colorado Revised Statutes, 38-12-510, **amend** (2) as follows:

38-12-510. Unlawful removal or exclusion. (2) A tenant affected by a violation of this section may bring a civil action ~~in a county court or district court of competent jurisdiction~~ to restrain further violations and to recover damages, costs, and reasonable attorney fees. In the case of a violation, the tenant must be awarded statutory damages equal to the tenant's actual damages and the higher amount of either three times the monthly rent or five thousand dollars, as well as any other damages, attorney fees, and costs that may be owed.

SECTION 11. In Colorado Revised Statutes, 38-12-511, **amend** (1)(b); and **repeal** (3) and (4) as follows:

38-12-511. Application. (1) Unless created to avoid its application, this part 5 shall not apply to any of the following arrangements:

(b) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser, seller, or a person who succeeds to the occupant's interest; ~~except that this subsection (1)(b) does not apply to a tenant occupying a dwelling unit under a lease-to-own contract~~

(3) ~~Except as described in subsection (1) of this section, this part 5 applies to all residential premises occupied by a tenant regardless of how the tenancy, rental agreement, or housing arrangement is denominated.~~

(4) ~~A claim, counterclaim, or action brought under this part 5 shall not have any preclusive effect on a tenant's ability to assert other claims in a subsequent action against the landlord for the same injury or arising from the same subject matter or transaction.~~

SECTION 12. In Colorado Revised Statutes, **repeal** 38-12-512 as follows:

38-12-512. Enforcement by the attorney general - district court - penalties. ~~(1) (a) In accordance with section 24-31-115 (1), the attorney general may commence a civil action in any district court of appropriate jurisdiction against any person that has committed or is engaging in a pattern or practice of violations of this part 5.~~

~~(b) The attorney general may, upon timely application, intervene by right in a civil action in any county court or district court that involves~~

~~a claim, defense, or counterclaim brought pursuant to this part 5.~~

~~(2) In exercising the attorney general's powers to commence or intervene in a civil action pursuant to subsection (1) of this section, the attorney general may prioritize cases in which:~~

~~(a) A person or group of persons has engaged in, or is engaged in a pattern or practice of, resistance to or noncompliance with this part 5; or~~

~~(b) A person has violated this part 5 or has denied a person any right or protection granted by this part 5 and such violation or denial raises an issue of public importance.~~

~~(3) If the attorney general intervenes in a civil action in a county court pursuant to subsection (1)(b) of this section, the attorney general may request the action be transferred to a district court of competent jurisdiction. Upon such request by the attorney general, all county court proceedings shall be discontinued, and the clerk of the county court shall certify all records in the case and transfer the action to the appropriate district court.~~

~~(4) (a) When the attorney general has cause to believe that a person has engaged in or is engaging in a violation of this part 5, the attorney general may, in accordance with section 24-31-115 (8)(a), apply for and obtain a temporary restraining order or injunction, or both, that prohibits the person from continuing or engaging in the actions that violate this part 5 or from doing any act in furtherance of such action.~~

~~(b) The court may make orders or judgments regarding a temporary restraining order or injunction, or both, that the attorney general applies for as authorized pursuant to section 24-31-115 (8)(a).~~

~~(c) The attorney general may also accept an assurance of~~

~~discontinuance of practices that violate this part 5 pursuant to section 24-31-115 (8)(b).~~

~~(5) In addition to any other remedies authorized by law, the attorney general may seek the imposition of civil penalties on behalf of the state as follows:~~

~~(a) A person who violates or causes another person to violate any provision of this part 5 shall forfeit and pay to the general fund a civil penalty of not more than twenty thousand dollars for each violation of this part 5. For purposes of this subsection (5)(a), a violation of any provision of this part 5 constitutes a separate violation with respect to each tenant or other consumer or transaction involved in the violation.~~

~~(b) (I) A person who violates or causes another person to violate any court order or injunction issued pursuant to this part 5 or section 24-31-115 (8) shall forfeit and pay to the general fund a civil penalty of not more than ten thousand dollars for each violation of the court order or injunction.~~

~~(II) Upon a violation of a court order or injunction, the attorney general may petition the court for the recovery of the civil penalty. The court shall order the civil penalty in addition to any other penalty or remedy available for the enforcement of this part 5, any court order or injunction, and any other remedy available to the attorney general.~~

~~(III) For the purposes of this section, the court issuing the order or injunction shall retain jurisdiction, and the cause shall be continued.~~

SECTION 13. In Colorado Revised Statutes, 24-31-101, **repeal** (1)(i)(XX) as follows:

24-31-101. Powers and duties of attorney general. (1) The attorney general:

(i) May independently initiate and bring civil and criminal actions to enforce state laws, including actions brought pursuant to:

(XX) ~~Part 5 of article 12 of title 38;~~

SECTION 14. In Colorado Revised Statutes, 13-6-105, **amend** (1)(f)(I) as follows:

13-6-105. Specific limits on civil jurisdiction. (1) The county court has no civil jurisdiction except that specifically conferred upon it by law. In particular, it has no jurisdiction over the following matters:

(f) Original proceedings for the issuance of injunctions, except:

(I) As provided in sections 13-6-104 (5) ~~and 38-12-507, and 38-12-510~~ AND 38-12-507 (1)(b);

SECTION 15. In Colorado Revised Statutes, 13-40-111, **amend** (1) as follows:

13-40-111. Issuance and return of summons. (1) Upon filing the complaint as required in section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons must command the defendant to appear before the court at a place named in the summons and at a time and on a day not less than seven days but not more than fourteen days after the day of issuing the same to answer the complaint of plaintiff. A court shall not enter a default judgment for possession before the close of business on the date upon which an appearance is due. The summons must also contain a statement addressed to the defendant stating: "If you do not respond to the landlord's complaint by filing a written answer with the court on or before the date and time in this summons or appearing in court at the date and time in this summons, the judge may enter a default judgment against you in favor of your landlord for possession. A default judgment for possession means

that you will have to move out, and it may mean that you will have to pay money to the landlord. In your answer to the court, you can state why you believe you have a right to remain in the property, whether you admit or deny the landlord's factual allegations against you, and whether you believe you were given proper notice of the landlord's reasons for terminating your tenancy before you got this summons. IF YOU ARE CLAIMING THAT THE LANDLORD'S FAILURE TO REPAIR A RESIDENTIAL PREMISES IS A DEFENSE TO THE LANDLORD'S ALLEGATION OF NONPAYMENT OF RENT, THE COURT WILL REQUIRE YOU TO PAY INTO THE REGISTRY OF THE COURT, AT THE TIME OF FILING YOUR ANSWER, THE RENT DUE LESS ANY EXPENSES YOU HAVE INCURRED BASED UPON THE LANDLORD'S FAILURE TO REPAIR THE RESIDENTIAL PREMISE; UNLESS THE COURT DETERMINES THAT YOU QUALIFY TO HAVE THIS REQUIREMENT WAIVED DUE TO YOUR INCOME."

SECTION 16. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 13-40-110 as follows:

13-40-110. Action - how commenced. (1) AN ACTION UNDER THIS ARTICLE 40 IS COMMENCED BY FILING WITH THE COURT A COMPLAINT IN WRITING DESCRIBING THE PROPERTY WITH REASONABLE CERTAINTY, THE GROUNDS FOR THE RECOVERY THEREOF, THE NAME OF THE PERSON IN POSSESSION OR OCCUPANCY, AND A PRAYER FOR RECOVERY OF POSSESSION. THE COMPLAINT MAY ALSO SET FORTH THE AMOUNT OF RENT DUE, THE RATE AT WHICH IT IS ACCRUING, THE AMOUNT OF DAMAGES DUE, AND THE RATE AT WHICH THEY ARE ACCRUING AND MAY INCLUDE A PRAYER FOR RENT DUE OR TO BECOME DUE, PRESENT AND FUTURE DAMAGES, COSTS, AND ANY OTHER RELIEF TO WHICH THE PLAINTIFF IS ENTITLED.

(2) IN AN ACTION FOR TERMINATION OF A TENANCY IN A MOBILE HOME PARK, THE COMPLAINT, IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (1) OF THIS SECTION, MUST SPECIFY THE REASONS FOR TERMINATION AS THE REASONS ARE STATED IN SECTION 38-12-203. THE COMPLAINT MUST SPECIFY THE APPROXIMATE TIME, PLACE, AND MANNER IN WHICH THE TENANT ALLEGEDLY COMMITTED THE ACTS GIVING RISE TO THE COMPLAINT. IF THE ACTION IS BASED ON THE MOBILE HOME OR MOBILE HOME LOT BEING OUT OF COMPLIANCE WITH THE RULES AND REGULATIONS ADOPTED PURSUANT TO SECTION 38-12-214, THE COMPLAINT MUST SPECIFY THAT THE HOME OWNER WAS GIVEN NINETY DAYS AFTER THE DATE OF SERVICE OR POSTING OF THE NOTICE TO QUIT TO CURE THE NONCOMPLIANCE, THAT NINETY DAYS HAVE PASSED, AND THAT THE NONCOMPLIANCE HAS NOT BEEN CURED.

SECTION 17. In Colorado Revised Statutes, 13-40-122, **amend** (1); and **repeal** (2.5) as follows:

13-40-122. Writ of restitution after judgment - definitions. (1) ~~(a)~~ A court shall not issue a writ of restitution upon any judgment entered in any action pursuant to this article 40 until forty-eight hours after the time of the entry of the judgment. ~~If the writ of restitution concerns a residential tenant who receives supplemental security income, social security disability insurance under Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et seq., as amended, or cash assistance through the Colorado works program created in part 7 of article 2 of title 26, the writ must specify that the writ is not executable for thirty days after entry of judgment pursuant to subsection (1)(b) of this section; except in the case:~~

~~(I) In which a court has ordered a judgment for possession for a~~

~~substantial violation pursuant to section 13-40-107.5; or~~

~~(II) Of a landlord with five or fewer single-family rental homes and no more than five total rental units including any single-family homes.~~

~~(b)~~ A writ of restitution must be executed by the officer having the same only in the daytime and between sunrise and sunset, and the officer shall not execute a writ of restitution concerning a residential tenancy until at least ten days after entry of the judgment. ~~except that the officer shall not execute a writ of restitution concerning a residential tenancy until at least thirty days after entry of judgment if the residential tenant receives supplemental security income, social security disability insurance under Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et seq., as amended, or cash assistance through the Colorado works program created in part 7 of article 2 of title 26, as specified in the writ; except in the case:~~

~~(I) In which a court has ordered a judgment for possession for a substantial violation pursuant to section 13-40-107.5; or~~

~~(II) Of a landlord with five or fewer single-family rental homes and no more than five total rental units including any single-family homes.~~

~~(c) Any writ of restitution governed by this section may be executed by the county sheriff's office in which the property is located by a sheriff, undersheriff, or deputy sheriff, as described in section 16-2.5-103 (1) or (2), while off duty or on duty at rates charged by the employing sheriff's office in accordance with section 30-1-104 (1)(gg).~~

(2.5) ~~(a) (I) Notwithstanding subsections (3) and (4) of this section, the officer that executes a writ of restitution under subsection (1)~~

~~of this section shall immediately inspect the premises for any pet animals.~~

~~(II) If the tenant is present on the premises at the time the writ of restitution is being executed, the officer shall give any pet animals found during the inspection required by subsection (2.5)(a)(I) of this section to the tenant.~~

~~(III) If the tenant is not present on the premises at the time the writ of restitution is being executed and there are any pet animals found during the inspection required by subsection (2.5)(a)(I) of this section, the officer shall contact the local authority in charge of animal control to take custody of the pet animals. The landlord shall provide the local authority in charge of animal control access to the premises to remove or secure the pet animals in a timely manner and provide the name and contact information of the tenant, if available. The landlord shall post notice at the premises in a visible place with the name and contact information of the organization where the pet animals have been taken and, upon request of the tenant, shall provide the tenant with the name and contact information of the organization where the pet animals have been taken.~~

~~(b) No pet animal shall be removed from the premises during the execution of a writ of restitution and left unattended on public or private property.~~

~~(c) As used in this section, unless the context otherwise requires, "pet animal" has the same meaning as set forth in section 35-80-102 (10).~~

SECTION 18. In Colorado Revised Statutes, **repeal and reenact, with amendments,** 13-40-106 as follows:

13-40-106. Written demand. THE DEMAND REQUIRED BY SECTION 13-40-104 SHALL BE MADE IN WRITING, SPECIFYING THE GROUNDS OF THE DEMANDANT'S RIGHT TO THE POSSESSION OF THE

PREMISES, DESCRIBING THE SAME, AND THE TIME WHEN THE SAME SHALL BE DELIVERED UP, AND SHALL BE SIGNED BY THE PERSON CLAIMING SUCH POSSESSION, THE PERSON'S AGENT, OR THE PERSON'S ATTORNEY.

SECTION 19. In Colorado Revised Statutes, 24-34-502, **repeal** (1.8) as follows:

24-34-502. Unfair housing practices prohibited - definition. (1.8) ~~It is not a violation of this section for a landlord to ask a residential tenant whether the tenant receives supplemental security income, social security disability insurance under Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et seq., as amended, or cash assistance through the Colorado works program created in part 7 of article 2 of title 26 for the purposes of complying with section 13-40-110 (1).~~

SECTION 20. In Colorado Revised Statutes, 38-12-801, **amend** (3); and **repeal** (2.5) as follows:

38-12-801. Written rental agreement - prohibited clauses - copy - tenant - applicability - definitions. (2.5) ~~(a) A written rental agreement must include a statement that section 24-34-502 (1) prohibits source of income discrimination and requires a non-exempt landlord to accept any lawful and verifiable source of money paid directly, indirectly, or on behalf of a person, including income derived from any lawful profession or occupation and income or rental payments derived from any government or private assistance, grant, or loan program.~~

~~(b) This subsection (2.5) does not apply to a landlord with five or fewer single-family rental homes and no more than five total rental units including any single-family homes.~~

(3) ~~(a)~~ A written rental agreement must not include:

~~(I)~~ (a) ~~A~~ AN UNREASONABLE LIQUIDATED DAMAGES clause that

assigns a ~~penalty~~ COST to a party stemming from an eviction notice or an eviction action that results from a violation of the rental agreement; OR

~~(II)~~ (b) A one-way, fee-shifting clause that awards attorney fees and court costs only to one party. Any fee-shifting clause contained in a rental agreement must award attorney fees to the prevailing party in a court dispute concerning the rental agreement, residential premises, or dwelling unit. ~~following a determination by the court that the party prevailed and that the fee is reasonable.~~

~~(III) A waiver of:~~

~~(A) The right to a jury trial; except that the parties may agree to a waiver of a jury trial in a hearing to determine possession of a dwelling unit;~~

~~(B) The ability to pursue, bring, join, litigate, or support any kind of joint, class, or collective claim or action arising from or relating to the term of the tenancy;~~

~~(C) The implied covenant of good faith and fair dealing;~~

~~(D) The implied covenant of quiet enjoyment; except that a written rental agreement may provide that the landlord is not responsible for any violation of the implied covenant of quiet enjoyment that is committed by a third party acting beyond the reasonable control of the landlord; or~~

~~(E) Mandatory mediation required pursuant to section 13-40-110 (1);~~

~~(IV) A provision that purports to affix any fee, damages, or penalty for a tenant's failure to provide notice of nonrenewal of a rental agreement prior to the end of the rental agreement, except for actual losses incurred by the landlord as a result of the tenant's failure to provide~~

~~any such notice required pursuant to the rental agreement;~~

~~(V) A provision that characterizes any amount or fee set forth in the rental agreement, with the sole exception of the set monthly payment for occupancy of the premises, as "rent" for which all remedies to collect rent, including eviction, are available. Such amounts and fees include any fees for utilities or services and any other charge that is not rent.~~

~~(VI) A provision that requires a tenant to pay a markup or fee for a service for which the landlord is billed by a third party; except that a written rental agreement may include a provision that requires a tenant to pay either a markup or fee in an amount that does not exceed two percent of the amount that the landlord was billed or a markup or fee in an amount that does not exceed a total of ten dollars per month, but not both. This subsection (3)(a)(VI) does not preclude a prevailing party from recovering an amount equal to any reasonable attorney fees awarded by a court pursuant to subsection (3)(a)(II) of this section.~~

~~(VII) A provision that purports to allow a provider operating under any local, state, or federal voucher or subsidy program to commence or pursue an action for possession based solely on the nonpayment of utilities; or~~

~~(VIII) A clause that allows a landlord to recoup any costs associated with mandatory mediation required pursuant to section 13-40-110 (1).~~

~~(b)~~ (c) Any provision that is included in a written rental agreement in violation of this subsection (3) is void and unenforceable.

SECTION 21. In Colorado Revised Statutes, 30-28-211, **amend** (6); and **add** (2)(a.6) and (11) as follows:

30-28-211. Energy efficient building codes - legislative

declaration - definitions. (2) As used in this section, unless the context otherwise requires:

(a.6) "COST EFFECTIVE" MEANS, USING THE EXISTING ENERGY EFFICIENCY STANDARDS AND REQUIREMENTS AS A BASE OF COMPARISON, THAT THE ECONOMIC BENEFITS OF THE PROPOSED ENERGY EFFICIENCY STANDARDS AND REQUIREMENTS WILL EXCEED THE ECONOMIC COSTS OF THOSE STANDARDS AND REQUIREMENTS BASED UPON AN INCREMENTAL MULTI-YEAR ANALYSIS THAT:

(I) CONSIDERS THE PERSPECTIVE OF A TYPICAL FIRST-TIME HOME BUYER;

(II) CONSIDERS BENEFITS AND COSTS OVER A TEN-YEAR PERIOD;

(III) DOES NOT ASSUME FUEL PRICE INCREASES IN EXCESS OF THE ASSUMED GENERAL RATE OF INFLATION;

(IV) ENSURES THAT THE BUYER OF A HOME WHO WOULD QUALIFY TO PURCHASE THE HOME BEFORE THE ADDITION OF THE ENERGY EFFICIENCY STANDARDS WILL STILL QUALIFY TO PURCHASE THE SAME HOME AFTER THE ADDITIONAL COST OF ENERGY SAVING CONSTRUCTION FEATURES; AND

(V) ENSURES THAT THE COSTS OF PRINCIPAL, INTEREST, TAXES, INSURANCE, AND UTILITIES WILL NOT BE GREATER AFTER THE INCLUSION OF THE PROPOSED COST OF THE ADDITIONAL ENERGY-SAVING CONSTRUCTION FEATURES REQUIRED BY THE PROPOSED ENERGY EFFICIENCY RULES THAN UNDER THE PROVISIONS OF THE EXISTING ENERGY EFFICIENCY RULES.

(6) Notwithstanding any other provision of this section, the board of county commissioners of a county that is required to adopt or update an energy code may make any amendments to the energy code that the

board deems appropriate for local conditions, so long as the amendments do not decrease the effectiveness or energy efficiency of the energy code; EXCEPT THAT ANY SUCH AMENDMENTS MAY NOT CHANGE THE COST EFFECTIVENESS REQUIREMENT OF SUBSECTION (11) OF THIS SECTION.

(11) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, ANY PROVISION OF ANY ENERGY CODE ADOPTED PURSUANT TO THIS SECTION ON OR AFTER JANUARY 1, 2026, MUST BE COST EFFECTIVE.

SECTION 22. In Colorado Revised Statutes, 31-15-602, **amend** (6); and **add** (2)(a.6) and (11) as follows:

31-15-602. Energy efficient building codes - legislative declaration - definitions - repeal. (2) As used in this section, unless the context otherwise requires:

(a.6) "COST EFFECTIVE" MEANS, USING THE EXISTING ENERGY EFFICIENCY STANDARDS AND REQUIREMENTS AS A BASE OF COMPARISON, THAT THE ECONOMIC BENEFITS OF THE PROPOSED ENERGY EFFICIENCY STANDARDS AND REQUIREMENTS WILL EXCEED THE ECONOMIC COSTS OF THOSE STANDARDS AND REQUIREMENTS BASED UPON AN INCREMENTAL MULTI-YEAR ANALYSIS THAT:

(I) CONSIDERS THE PERSPECTIVE OF A TYPICAL FIRST-TIME HOME BUYER;

(II) CONSIDERS BENEFITS AND COSTS OVER A TEN-YEAR PERIOD;

(III) DOES NOT ASSUME FUEL PRICE INCREASES IN EXCESS OF THE ASSUMED GENERAL RATE OF INFLATION;

(IV) ENSURES THAT THE BUYER OF A HOME WHO WOULD QUALIFY TO PURCHASE THE HOME BEFORE THE ADDITION OF THE ENERGY EFFICIENCY STANDARDS WILL STILL QUALIFY TO PURCHASE THE SAME HOME AFTER THE ADDITIONAL COST OF ENERGY SAVING CONSTRUCTION

FEATURES; AND

(V) ENSURES THAT THE COSTS OF PRINCIPAL, INTEREST, TAXES, INSURANCE, AND UTILITIES WILL NOT BE GREATER AFTER THE INCLUSION OF THE PROPOSED COST OF THE ADDITIONAL ENERGY-SAVING CONSTRUCTION FEATURES REQUIRED BY THE PROPOSED ENERGY EFFICIENCY RULES THAN UNDER THE PROVISIONS OF THE EXISTING ENERGY EFFICIENCY RULES.

(6) Notwithstanding any other provisions of this section, the governing body of any municipality that is required to adopt an energy code may make any amendments to the energy code that the governing body deems appropriate for local conditions, so long as the amendments do not decrease the effectiveness of the energy code; EXCEPT THAT ANY SUCH AMENDMENTS MAY NOT CHANGE THE COST EFFECTIVENESS REQUIREMENT OF SUBSECTION (11) OF THIS SECTION.

(11) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, ANY PROVISION OF ANY ENERGY CODE ADOPTED PURSUANT TO THIS SECTION ON OR AFTER JANUARY 1, 2026, MUST BE COST EFFECTIVE.

SECTION 23. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.