Renter's Housing Handbook:

A Guide for Denver Landlords and Tenants

Updated in October2025 and produced by

DENVER
HOUSING STABILITY

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INTRODUCTION

This guide summarizes the rights and obligations of residential landlords and tenants in Denver, Colorado, as of January 1, 2026. It does not constitute legal advice and is intended to serve only as a general guide. The information in this guide can change at any time and it should not be used as a substitute for seeking advice from an attorney or other qualified professional. Further, this guide does not represent a complete analysis of landlord-tenant law. Instead, it serves as a general resource guide to tenants and landlords on their rights and responsibilities based on existing State of Colorado and City and County of Denver landlord-tenant law. Although it outlines those principles generally, exceptions may apply. Where there are additional questions, please see the additional resources contained on page 32. The meaning of certain words used in this guide can be found in the glossary section. Please review the defined terms before reading further.

Colorado Revised Statutes (CRS) and the Denver Revised Municipal Code (DRMC), which regulate residential rentals, are cited in this guide. An understanding of these laws can be valuable to tenants and landlords in preventing problems before entering into a lease, during the lease term, or upon termination of the lease.

Mobile homeowners and many tenants living in subsidized housing (public housing, voucher assistance, etc.) have additional and/or different laws, protections, and rights that apply. If you are a mobile homeowner or tenant who lives in a subsidized rental unit, you should contact an attorney if you have specific questions regarding any legal situation involving your housing, lease, or landlord.

When landlords and tenants have a dispute, they should try to communicate and work out their differences directly. If they are not able to resolve a dispute on their own, they are encouraged consider mediation for resolution. Mediation is a voluntary, informal agreement-reaching process where a mediator assists parties in negotiating issues productively, identify solution options, and reach a written agreement both the landlord and tenant(s) agree upon.

The Colorado Housing Connects (CHC) helpline specializes in helping people navigate non-emergency housing services and resources, such as financial assistance with rent and utilities and mediation services. CHC navigators do not provide legal advice but can provide information about a variety of housing services and topics of interest to renters, landlords, seniors, people with disabilities, and anyone with fair housing concerns.

Call: 1-844-926-6632 or visit coloradohousingconnects.org.

TENANT RIGHTS AND LANDLORD OBLIGATIONS AT A GLANCE

Tenant Rights	Landlord Obligations
To negotiate with the landlord on the terms and language used in a lease agreement.	To provide a written and signed copy of the lease agreement no later than the seventh day after tenant has signed the lease agreement. CRS § 38-12-801.
To receive a written and signed copy of the lease agreement no later than the seventh day after tenant has signed the lease agreement. CRS § 38-12-801.	To provide a written copy of Denver Tenant Rights and Resources [en español] at the time of signing a lease and when the landlord makes any rent demand. pursuant to CRS § 13-40-104. D.R.M.C. § 27-240.
To receive a written copy of Denver Tenant Rights and Resources [en español] at the time of signing a lease and when a landlord makes any rent demand pursuant to CRS § 13-40-104. D.R.M.C. § 27-240.	Fairness in the rental application process, such as the right to get a receipt, to not be over-charged, and limits on landlords considering a tenant's rental, credit, and arrest/criminal history.
Have the security deposit returned at the end of a lease and any deductions explained in writing within a certain time.	Maintain the property.
Protection from retaliation when making a good faith complaint about any health or safety issues in the tenant's rental unit or for joining or participating in a Tenants' Association or similar organization.	Make and/or pay for necessary repairs.
Right to a healthy and safe rental home which is suitable to live in.	Provide relocation assistance when premises are uninhabitable pursuant to D.R.M.C. § 27.
Fees for late rent may only be charged if rent payment is late by seven calendar days or more, and the amount is limited to the greater of $50 or 5% of the past due rent. Such late fees must be disclosed in the rental agreement.	Ensure the premises remain safe and manage other tenants who may be causing problems or who are violating the terms and conditions of their lease agreement.
The right not to be discriminated against for any protected status, like race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, source of income, veteran status.	Provide 60 days advance written notice to a tenant of a rental increase where there is no written lease agreement between the landlord and tenant, or if the rent increase is greater than 10%
Protections for victim-survivors of unlawful sexual behavior, stalking, domestic violence or domestic abuse, including the right to terminate a lease early without penalty. [1]	A Provide prospective tenants with disclosure of anticipated expenses or actual expenses for a rental application fee collected and return any amount not used to process a rental application within 20 days after processing.
The right to all government services, voting & school attendance, regardless of whether you rent your residence.	Provide tenants, regardless of immigration status, with the same rental processes and protections throughout the entire tenancy.
Rights and protections before and during an eviction proceeding in court.	Not to engage in criminal acts.
The right to apply for free legal services and representation in an eviction proceeding if the income qualification requirements are met.	Not impose a penalty on a tenant for seeking emergency assistance at the residence for a situation involving domestic violence, domestic abuse, stalking, or unlawful sexual behavior, and must keep information about such abuse confidential.

[1] Colo. Rev. Stat. § 38-12-402.

LANDLORD INFORMATION AND THE RENTAL REGISTRY

Residential Rental License Requirement[2]

Landlords are required to obtain an inspection from a qualified third-party inspector before applying for a license. Unlicensed residential rental properties are subject to City citations and fines. All pertinent information regarding rental licensing can be found at denvergov.org/residentialrentals. Licensing fees range from $50 for a single-dwelling unit to $500 for a property with 251 units or more. Applications can be submitted through Denver's Online Permitting and Licensing Center.

In February 2023, multiunit residential rental property addresses began receiving notices of violation and information regarding upcoming citations and fines if they do not apply for a residential rental license. The first fine is $150, with a fine of $999 if a third citation is necessary. The City may issue notice violations for properties that are unlawfully operating and will issue additional notice of violations as full enforcement of this new licensing requirement begins. More information about the rules, licensing fees and most commonly asked questions about the residential rental license can be found here. All properties are required to complete and pass an inspection from a third-party inspector before submitting an application for the license. The City provides a checklist that inspectors follow.

Rental License Cost

To make the license affordable for all license applicants, the licensing fees are based on the number of units at one rental property address. The license fee is $50 for a single dwelling unit, $100 for two to 10 units, $250 for 11 to 50 units, $350 for 51 to 250 units and $500 for 251 or more units. A residential rental license is required to be renewed once every four years, or if ownership changes.

Inspection Resources

An inspection is required to verify residential rental property units meet minimum housing standards. The City maintains an online inspector registry list of companies and individuals who have informed the City they meet qualifications to perform inspections. The City also provides an online checklist of what inspectors will look for in verifying a rental property meets minimal housing standards. Additional information about inspections, including the qualifications needed to be an inspector, is also on the webpage. Qualified inspectors can fill out a form and be added to a list the Denver Department of Excise and Licenses will maintain. Property owners and managers are responsible for confirming any inspector they hire meets all qualifications.

Radon Disclosure

Senate Bill 23-206 Disclose Radon Information Residential Property is a law regulated by the CO Department of Regulatory Agencies. The act requires a contract to sell residential real estate to contain, and a landlord of residential real estate to provide to prospective tenants, in writing:

- A warning statement about the dangers of radon and the need for testing;
- Any knowledge the seller or landlord has of the residential real property's radon concentrations and history, including tests performed, reports written, and mitigation conducted; and
- The most recent brochure published by the department of public health and environment that provides advice about radon in real estate transactions.

If a landlord fails to provide the written disclosures or fails to mitigate an elevated radon level, the tenant may void the lease in accordance with the statutes governing the implied warranty of habitability; except that after January 1, 2026, the tenant may void the lease only if the lease is greater than one year in duration.

The real estate commission is required to promulgate rules requiring that these warnings and disclosures are made in real estate transactions that use a broker.

Colorado law requires a radon professional to be licensed. The act exempts a tenant from needing a license when the tenant is testing the property leased by the tenant.

[2] D.R.M.C. § 27-191 et seq

Required Notice to Tenants

As of Jan. 1, 2022, property owners and managers are required to provide a written lease to their tenants. A copy of Denver Tenant Rights and Resources [en español] must also be provided to the tenant by the owner or operator of residential rental property when any new lease is signed and/or if a rent demand is served. See the Denver Department of Excise and Licenses residential rental property license website for more information about the requirements.

Enforcement and Citation Information

Enforcement action, including citations and fines, is considered a last resort of the city. The City's hope is that landlords and property management companies who receive communication from the City about unlawful operations will take immediate action to get an inspection and apply for a license, so the City can complete its mission of ensuring minimal housing standards are met for rental properties across Denver.

APPLYING FOR A RENTAL UNIT

Many landlords have a formal process for applying to be a tenant in one of their rental properties. Tenants have many protections and rights during the application process.

Discrimination

Colorado, federal, and City of Denver laws prohibit discrimination against a potential tenant based on a protected status or characteristic.

- **TENANT TIP:** The Colorado Fair Housing Act[3] protects the following status or characteristic: disability, race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, family status (children under 18 and pregnant people), national origin, ancestry, veteran or military status, or source of income. The Denver Anti-Discrimination Ordinance[4] expands protection to also include ethnicity, citizenship, immigration status, age (40+ years old), and protective hairstyle.

General examples of prohibited discrimination include any of the following that occur based on a tenant's protected status or characteristic:

- Denying a tenant's rental application
- Requiring additional or different information on a tenant's application
- Charging different rent, security deposit, application fees, or other fees
- Refusing to show a rental unit or falsely stating that no rental units are available
- Offering different terms, conditions, or services to a potential tenant
- Directing or steering a tenant to specific housing or to a different area, building, or unit

The law prohibits a landlord or any of the landlord's employees from doing any of these things because of a tenants' protected status or characteristic.

Immigrant Tenant Protection Act[5]

If you are an immigrant moving to or living in the in the City and County of Denver, you may have certain protections under the Immigrant Tenant Protection Act (ITPA). Under the ITPA, a landlord is prohibited from doing any of the following regarding a current or prospective tenant unless required by law or a court order:

- Landlords cannot demand, request, or collect information related to a tenant's immigration or citizenship status unless the landlord is their employer, then they may collect information required to complete any employment form required by state or federal law
- Landlords cannot request different or additional information or documentation from a tenant based on how the landlord perceives the tenant's immigration or citizenship status
- Landlords cannot disclose or threaten to disclose information related to the immigration or citizenship status of a tenant to any person, entity, or immigration or law enforcement agency
- Landlords cannot harass, intimidate, or retaliate against a tenant for exercising their rights under the ITPA
- Landlords cannot refuse to rent or to approve a sub-tenancy based solely or in part on the immigration or citizenship status of a tenant
- Landlords cannot influence a tenant to not live in a unit because of their immigration or citizenship status
- Landlords cannot try to evict a tenant or try to get them to leave voluntarily because of their immigration or citizenship status

[3] CRS §§ 24-34-501 through 24-34-509
[4] DRMC § 28-95
[5] CRS §§ 38-12-1201 through 38-12-1205

RENTAL APPLICATION FAIRNESS ACT

Protections Against Deceptive Pricing Practices[6]

This law prohibits anyone from offering, displaying, or advertising pricing information for a good, service, or property unless the person discloses the maximum total (total price) of all amounts that a person may pay for the good, service, or property, not including a government charge or shipping charge (total price disclosure requirement);

- Prohibits a person from misrepresenting the nature and purpose of pricing information for a good, service, or property;
- Requires a person to disclose the nature and purpose of pricing information for a good, service, or property that is not part of the total price; and
- Prohibits a landlord from requiring a tenant to pay certain fees, charges, or amounts.

A person does not violate the total price disclosure requirement if the person does not use deceptive, unfair, and unconscionable acts or practices related to the pricing of goods, services, or property and if the person:

- Can demonstrate that the total price of services the person offers is indeterminate at the time of the offer and clearly and conspicuously discloses the factors that determine the total price, any mandatory fees associated with the transaction, and that the total price may vary;
- Can demonstrate that the person is governed by and compliant with applicable federal law , rule, or regulation regarding pricing transparency for the particular transaction at issue;
- Can demonstrate that any fees, costs, or amounts in addition to the total price are associated with real estate settlement services and are not broker commissions or fees; or
- Can demonstrate that the person is providing broadband internet access service and is compliant with specified federal law.

Exemptions:

A person is exempt from the bill if the person can demonstrate compliance with federal law that regulates pricing transparency for the transaction at issue and that the federal law preempts state law. Additionally, the bill does not require a landlord or landlord's agent to include, in the required disclosure, the actual amount charged for utility services provided to a tenant's dwelling unit.

A violation of the above prohibitions and requirement (violation) constitutes a deceptive, unfair, and unconscionable act or practice.

Section 2 also, along with any other remedies available by law or in equity, allows a person aggrieved by a violation to bring a civil action and send a written demand for the violation. If a person declines to make full legal tender of all fees, charges, amounts, or damages demanded or refuses to cease charging the aggrieved person within 14 days after receiving the written demand, the person is liable *actual damages plus 18% interest, compounded annually.*

Section 4 *prohibits* the inclusion of a provision in a written rental agreement that requires a tenant to pay a fee*, charge, or amount violates a requirement under section 2 of the bill* .

Rental Application Fees[7]

Landlords may charge a rental application fee in connection with a prospective tenant's rental application. The rental application fee charged by a landlord must be used to cover the costs in processing the rental application and be based on (i) the actual expense the landlord incurs in processing the rental application; or (ii) the average expense the landlord incurs per prospective tenant in the course of processing multiple applications.

A landlord must provide to any prospective tenant who has paid a rental application fee either a disclosure of the landlord's anticipated expenses for which the fee will be used, or an itemization of the landlord's actual expenses incurred. If a landlord charges an amount based on the average cost of processing the rental application, the landlord shall include information regarding how that average rental application fee is determined. A landlord shall provide a

[6] CRS §§ 6-1-737 et seq.

[7] CRS § 38-12-903

receipt for any application fee received, which can be electronic unless the tenant requests a paper receipt.

If a landlord does not use the entire amount of the fee to cover costs in processing the rental application, then the landlord must return the remaining amount of the fee to the prospective tenant, and they should do so within 20 calendar days. A landlord may not charge a prospective tenant a rental application fee that is a different amount than a rental application fee charged to another prospective tenant who applies to rent the same dwelling unit. A rental application fee cannot be charged if a tenant provides the landlord a portable tenant screening report.

Portable Screening Report for Residential Leases[8]

A landlord must accept a portable tenant screening report (screening report) A screening report must have been prepared within the previous 30 days at the prospective tenant's request and expense and include certain information about the prospective tenant. If a prospective tenant provides a screening report, the landlord cannot charge for an application fee or to access or use the screening report. Prior to collecting any tenant information that would generate an application fee, a landlord shall advise a prospective tenant that the landlord accepts screening reports and is prohibited from charging an application fee or other fee to a prospective tenant who provides a screening report.

A landlord is not required to accept a screening report or to provide the advisements required by law if the landlord does not accept more than one application fee at a time for a dwelling unit or, if a dwelling unit is rented to more than one occupant, does not accept more than one application fee at a time for each prospective tenant or tenant group for the dwelling unit, and refunds the total amount of the application fee to each prospective tenant within 20 calendar days after written communication from the prospective tenant or the landlord declining to enter into a lease.

A prospective tenant using a housing subsidy is not required to include a credit history report, a credit score, or an adverse credit event with the tenant's screening report. Current law prohibits a landlord from inquiring into a prospective tenant's adverse credit event.

Tenant's Rental, Credit, Financial, Criminal, or Arrest History[9]

When a tenant submits a rental application to a landlord, the landlord often considers certain parts of the tenant's history to decide whether to approve or deny the rental application.

Rental or Credit History

Colorado law prohibits a landlord from considering a tenant's rental or credit history beyond seven years from the date of the tenant's application. For example, if a tenant has an eviction or bad credit event in their past that occurred more than seven years ago, the landlord cannot consider this when deciding to approve or deny the tenant's application.
For prospective tenants with a housing subsidy, landlords cannot consider or ask about the prospective tenant's credit score, adverse credit event, or lack of credit score unless required by law.

Financial History

If a landlord uses financial information when considering a rental application, the landlord may not inquire about the prospective tenant's annual amount of income, except for the purpose of determining that the prospective tenant's annual income equals or exceeds 200% of the annual cost of rent.

Landlords are prohibited from requiring a prospective tenant's annual income to be more than 200% of the annual cost of rent. For prospective tenants with a housing subsidy, landlords can only require the prospective tenant earns 200% of the portion of rent that the prospective tenant is responsible for paying.

If the landlord of an income-restricted rental unit is required to gather financial information to determine if the tenant is eligible for the income-restricted rental unit, they may be able to lawfully gather such information.

[8] CRS § 38-12-904
[9] CRS § 38-12-904

Criminal and Arrest History

Colorado law also prohibits a landlord from considering any arrest record of a prospective tenant. A landlord also cannot consider any criminal convictions that occurred more than five years ago from the date of the tenant's application, unless the criminal conviction relates to production or distribution of methamphetamine, homicide or a related offense, stalking, or requires registration as a sex offender.

- **TENANT TIP:** If a landlord denies a tenant's rental application, the tenant can request and the landlord must provide in writing the reasons for the denial. If the landlord uses a company's system for screening tenants, the landlord must provide the tenant with a copy of the report from the screening system.

Violations of the Rental Application Fairness Act[10]

A landlord who violates the Rental Application Fairness Act may be liable for $2,500, plus court costs and attorney fees; except that a landlord that cures the violation within seven calendar days after receiving notice of the violation shall pay the prospective tenant a penalty of $50 and is otherwise not liable for damages. Tenants may be entitled to other relief depending on the violation. The Attorney General's Office may independently initiate and bring an action to enforce the Rental Application Fairness Act.

Prohibitions in Rental Agreements Due to Death[11]

Upon death of a tenant, or other individual who is responsible for the payment of rent under the rental agreement, a rental agreement's clauses that require any of the following terms are void an not enforceable:

1) Liquidated damages,
2) the acceleration of rent beyond the end of the month or more than 10 business days after the dwelling unit is vacated after notice to the landlord of the death of the tenant, whichever is later.
3)Payment or refund to the landlord of any concessions or move-in discounts;
4) The payment of any other fee, damages, or penalty assessed as a result of the early termination of the rental agreement.

A landlord may take possession of the dwelling unit without filing an eviction action or otherwise obtaining a court order if the personal representative of the tenant's estate notifies the landlord of the surrender of the premises; or,30 days after the death of the tenant, rent remains unpaid or substantially all of the tenant's property has been removed.

[10] CRS § 38-12-905
[11] CRS § 38-12-801(3.5)

THE LEASE

A lease is a written or spoken contract between a landlord and a tenant in which a tenant can occupy and use the landlord's property for a period in exchange for rent payments.

Once a lease is signed or orally agreed to, it should be followed by both parties. Any changes that are negotiated between a landlord and a tenant after a lease has been signed should be in writing and signed by both parties.

Written Leases

In Colorado, if there is a written rental agreement, the landlord shall provide the tenant with a signed copy within 7 days from when the tenant signs it.[12] In Denver, after January 1, 2022, the landlord must also provide the tenant of copy of the Denver Tenant Rights and Resources [en español] document along with the lease.[13]

Tenants should carefully read written leases before signing and ask any questions about what the lease says or means.

- **TENANT TIP**: Tenants have the right not to sign a lease agreement for a property the tenant does not want to live in, and a tenant cannot be forced to sign a lease agreement with terms and conditions they do not agree with.
- Immigrant, undocumented, and refugee individuals and families have the same tenant rights and protections as all Denverites.

Oral Leases

An oral lease is one that is agreed to verbally and not written down and signed. In Denver, landlords initiating a tenancy longer than 30 days are required to do so using a written lease, and are required to provide the tenant a copy of such lease. A landlord's failure to provide a written lease does not invalidate the tenancy, but can result in citations for the landlord.

Oral leases can be as legally binding as a written lease. However, oral leases can cause problems because the tenant and landlord may not agree on what the terms of the oral lease were at a later point in time. It is recommended that oral agreements be written down and signed by both the tenant and landlord.

If there is no written lease and the tenant pays rent once a month, then it is generally considered a month-to-month lease.

- **TENANT TIP:** It is always best to put a lease in writing and for both the tenant and landlord to keep a copy of the signed lease in a safe place.

Pet Animal Ownership in Rental Housing

Landlords cannot ask for or receive more than $300 as additional security deposit from prospective renters as a condition of permitting the tenant's pet animal to reside in the unit. [14] Pet deposits must be refundable. Additionally, a landlord is prohibited from asking for or receiving additional rent from a tenant for a pet in an amount that exceeds $35 per month or 1.5% per month of the tenant's monthly rent, whichever is greater. [15]

Landlords cannot require an additional security deposit or rent for Emotional Support Animals and Service Animals. Insurers are be prohibited from refusing, canceling or increasing the cost of coverage for residential property owners based on the breed of their dog effective August 2025.[16] Starting in 2026, renters in state-financed affordable housing must be allowed up to two pets.[17]

[12] CRS § 38-12-801
[13] DRMC § 27-240(b)
[14] CRS § 38-12-106
[15] CRS § 38-12-106
[16] CRS § 10-4-110.8
[17] CRS § 10-4-110.8

Lease Terms and Provisions

Leases should include important information and agreements between the landlord and tenant. While not all of this is required by law, it can be helpful to include, for example:

- The name of the tenant(s)
- The address of the rental property
- How much rent is and how often rent must be paid, such as monthly
- The term of the lease, such as month-to-month or for one year
- The amount of any late fees and when rent is considered late
- The amount of any security deposit
- Any additional security deposit and/or rent for pets
- An explanation of how utilities are to be paid and by whom
- The name, address, and contact information of the landlord or the landlord's authorized agent
- What appliances are provided by the landlord in the rental unit
- How a tenant should report to the landlord any health or safety issues with the rental
- How many hours or days of written notice a landlord must provide before entering the tenant's rental unit for repairs, maintenance, inspection, etc.

Prohibited Provisions in Lease Agreements[18]

Current law says the following things cannot appear in a written rental agreement:

- A clause that assigns a cost/penalty to a party stemming from an eviction notice or an eviction action for a violation of the rental agreement.
- A waiver of mandatory mediation required by law or a provision that allows a landlord to recoup any costs associated with mandatory mediation from the tenant.
- A one-way, fee-shifting clause that awards attorney fees and court costs only to one party. Any fee-shifting clause in a rental agreement must award attorney fees to the court-determined prevailing party in a court dispute.
- A provision authorizing landlord to terminate the agreement or impose a penalty on a residential tenant for calls made by the tenant for peace officer assistance or other emergency assistance in response to a situation involving domestic violence, domestic abuse, unlawful sexual assault, or stalking.

With certain exceptions, the law also prohibits a written rental agreement from including:

- A waiver of the right to a jury trial; the ability to pursue, bring, join, litigate, or support certain class or collective claims or actions; the implied covenant of good faith and fair dealing; or the implied covenant of quiet enjoyment.
- 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 the result of a tenant's failure to provide notice that was required in the rental agreement.
- 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.
- A provision that requires a tenant to pay a fee or markup for a service billed to the landlord by a third party in an amount greater than 2% of the third party's bill or $10 per month.
- 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.

Generally, if a lease does have provisions that are prohibited by law, those provisions are void and unenforceable, which means they have no effect and cannot be relied upon.

[18] CRS § 38-12-801; CRS § 38-12-402

MOVING IN

Before a tenant moves in, it is best practice for the tenant and landlord to tour the property. A written list of existing damages and necessary cleaning should be prepared and signed by all tenants and the landlord.

If either party is not able or doesn't want to do this, another person should witness the inventory, sign the list, and then provide the other party with a copy of this list. Also, it is best to take photographs of individual rooms and specific items to document their condition.

- **TENANT TIP:** A check list of existing damages protects both the tenant and landlord and allows you both to have a record of the rental unit's conditions from the start. If an inventory cannot be prepared before the tenant moves in, then the tenant should create a written list of existing damages and the condition of the property on the day they move in. The tenant should send a signed and dated copy of the list to the landlord.

DURING THE RENTAL PERIOD OR TENANCY

Throughout a tenant's rental period or tenancy, some questions or issues may come up. If the tenant has a written lease, it is best for the tenant to check the lease for information related to any issues or questions the tenant has.

A tenant should also communicate with the landlord regarding any questions or issues. It may be easier to discuss some things in-person or over the phone, but it is often a good idea to communicate in writing (email, text message, etc.), so that both the tenant and landlord have a record of what was said and when. If a tenant and landlord discuss something in-person or on the phone, it is a good idea to immediately afterward write down the important things that were said and send a copy to the other party to confirm.

Rent Receipts[19]

If a tenant pays rent in-person with cash or money order, the landlord must immediately provide the tenant with a receipt showing the amount paid and the date of the payment.

If a tenant pays rent online, via the mail, or other delivery, then the landlord must provide a receipt within seven days if the tenant requests a receipt, unless there is already an existing procedure by which the tenant receives a record of their rental payments. Landlords may provide electronic receipts unless the tenant requests a paper copy receipt.

Late Fees on Rent[20]

Leases often require that rent be paid on or before a certain day of the month, such as 1st or 3rd. If rent is not paid by that day, the lease may allow the landlord to charge a late fee.

Colorado law limits late fees in the following ways:

- A landlord can only charge late fees on rent payments if:
  - The late fee is stated in the lease;
  - The landlord gives written notice to a tenant within 180 days after rent became due;
  - The rent payment is at least seven days late; and
- Landlords cannot charge more than either 5% of the past due rent or $50, whichever is higher, for a late fee.
- If a tenant has a housing subsidy, they cannot be charged a late fee for any portion of rent that the subsidy provider is responsible for paying.
- Landlords cannot file for an eviction in court or terminate the tenancy of a tenant because the tenant has failed to pay late fees.
- Landlords cannot require a tenant to pay interest on a late fee.
- Rent payments cannot be deducted to pay off outstanding late fees.

[19] CRS § 38-12-802
[20] CRS § 38-12-105

If a landlord violates Colorado law concerning late fees, a tenant affected by the landlord's conduct can notify the landlord in writing about the violation and demand compensation from the landlord in the amount of $50 for each violation. A landlord has 7 days to correct the violation, and if the landlord refuses then the tenant can sue the landlord and seek one or more of the following remedies: (i) compensatory damages for injury or loss suffered; (ii) a penalty of at least $150 but not more than $1,000 for each violation; (iii) costs, including reasonably attorney fees to the prevailing party; and (iv) other equitable relief the court finds appropriate. Additionally, violation of the late fee law can be raised as an affirmative defense in an eviction case.

Rent Increases

If a lease says the amount of rent to be paid, it generally cannot be increased before the end of the lease term. For example, if a tenant signs a one-year lease, a landlord cannot increase rent after only six months. Once the lease term has ended, the landlord may increase the rent. However, a landlord cannot increase a tenant's rent to circumvent the law for non-renewals.[21]

Colorado law prohibits a landlord from increasing rent more than once during any 12-month period of continuous occupancy by a tenant.[22] If the landlord and tenant do not have a written lease agreement, then the landlord must provide the tenant with at least 60 days advance written notice of any rent increase.[23]

Some tenants do not have a written lease and only have a month-to-month spoken lease that either the tenant or the landlord can terminate by giving 21-days written notice that the lease will be terminated with some exceptions.[24] Landlords cannot give this type of notice to a tenant *only* for the purpose of increasing the tenant's rent with less than 60 days advance written notice.[25]

Repairing and Maintaining the Rental: The Warranty of Habitability

Before a landlord leases a residential premises to a tenant, the landlord must ensure that the residential premises is fit for human habitation. Under Colorado law, in every lease, the landlord provides a "warranty" (or a guarantee) that the rental unit is fit for humans to live there and does not have any "uninhabitable" conditions.[26]

Examples of things that make a rental unit "uninhabitable" are:

- Issues with plumbing, running water, hot water, or sewage
- No heat or electrical problems
- Broken appliances, such as the oven, stove, or refrigerator
- No running water or no hot water
- Broken exterior doors, windows, or locks
- Mold associated with dampness from leak or other water intrusion, other than minor surface mold
- Problems with gas
- Infested with insects, pests, or vermin
- Dangerous floors, ceilings, steps, or railings
- Serious health code violations

    - **TENANT TIP:** Any condition inside a tenant's rental unit that significantly affects the tenant or tenant's family's health or safety is an uninhabitable condition.

Landlords are responsible for fixing these issues to make sure the rental unit remains safe and healthy to live in throughout the entire rental period. Landlords are usually not responsible for fixing issues caused by the tenant, the tenant's guests,

[21] § 38-12-1307

[22] CRS § 38-12-702

[23] CRS § 38-12-701(2)(a)

[24] CRS § 13-40-107(c)

[25] CRS § 38-12-701(2)(b)

[26] CRS §§ 38-12-501 through 38-12-511

or issues that do not affect the tenant inside their home or the common areas of the property. Landlords are responsible for ensuring common areas of the property under control of the landlord are kept clean, sanitary, and free of accumulation of debris and infestations.[27]

Remediation After a Disaster

Warranty of habitability laws for residential premises *include damage due to an environmental public health event*. An "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 for tenants that live in a nearby residential premises. A landlord must have a residential premises *remediated to a condition that complies with applicable standards from the American national standards institute for the remediation and clean-up of residential premises after damage due to an environmental public health event*.

Notifying the Landlord of a Habitability Issue[28]

If a tenant has a habitability issue inside their rental unit that needs to be fixed or repaired, the tenant needs to notify the landlord about the issue(s) in writing or by any manner of communication specifically allowed in the lease agreement and as soon as possible. A third party may provide the notice on a tenant's behalf. A tenant should check their lease and any other property rules and regulations to see if the landlord requires the tenant to report any maintenance or repair issues through a specific method, such as a "portal" or email address. A tenant must retain sufficient proof of delivery of the notice.

When notifying the landlord about the problem, it can be helpful for the tenant to include the following, though it is not required:

- The date the tenant sent the notice.
- Tenant's name, address, and unit number.
- Landlord's name and address.
- Detailed description of the issue(s). Include any photos of the issue, if possible.
- A statement that the landlord has permission to go into the unit and fix the issue.
- A signature and date on the notice.

Responding to a Tenant's Report of a Habitability Issue

If a landlord receives a tenant's notice concerning a habitability issue, the landlord must:

- Respond to the tenant within 24 hours stating the landlord intentions to fix the issue and an estimate of when the repairs will begin and end.
- Inform the tenant of the landlord's responsibilities under the warranty of habitability including their obligation to provide the tenant with a comparable dwelling unit or hotel room at no cost to the tenant if the habitability issue threatens the health or safety of the tenant.
- If the landlord needs to enter the unit for repairs, provide the tenant with written notice at least 24 hours in advance (unless the condition materially and imminently threatens an individual's life, health, or safety or when the condition poses an active and ongoing threat of causing, and, without immediate remediation, would cause, substantial and material damage to the residential premises).
- Start fixing the issue within 72hours, or 24 hours if it's a condition that materially interferes with the tenant's life, health, or safety; and
- Finish fixing the issue within a reasonable time. There is a rebuttable presumption that a landlord has not fixed the issue within a reasonable time if the landlord has notice and the uninhabitable condition continues to exist for 14 days after the landlord receives notice (or 7 days if the condition materially interferes with the tenant's life, health, and safety). .

Additionally, landlords cannot retaliate against a tenant for making a good faith complaint about the conditions of the

[27] CRS §§ 38-12-505(1)(b)(VII) and (IX)

[28]

residential premises[29]. Examples of actions considered unlawful retaliation by a landlord include:

- Increasing rent or decreasing services;
- Terminating or not renewing a rental agreement or contract without written consent of the tenant;
- Bringing or threatening to bring an action for possession;
- Taking action that in any manner intimidates, threatens, discriminates against, harasses, or retaliates against a tenant; or
- Charging the tenant or seeking to collect from the tenant any fee, cost, or penalty.

Emergency Issues

A habitability issue is an emergency when the issue puts the tenant's health and safety at risk. When a habitability issue is an emergency, then the tenant can request, and the landlord must provide, an alternative unit or a hotel room paid for by the landlord. Tenants must continue to pay their normal rent.[30]

For emergency issues, the landlord must both respond to the tenant's report and start fixing the issue within 24 hours.

Mold

If a tenant's home has mold associated with dampness, and the mold, if not remedied, would interfere with the tenant's life, health, or safety, then the tenant should report the mold to the landlord in writing.

- **TENANT TIP:** Small amounts of mold that appear in places where water or moisture is common, like the bathroom, may not be serious enough to interfere with anyone's life, health, or safety. These very minor amounts of mold can often be cleaned or treated with household cleaning solutions that are meant for cleaning mold.

Within 72 hours after receiving reasonably complete notice, landlords must install something to contain the mold, stop any sources of water to the mold, install a high-efficiency particulate air filtration device and establish and maintain any additional protections for workers and occupants that may be appropriate given the conditions.

After taking all of the actions described above and within a reasonable amount of time thereafter, the landlord must then fix the mold problem by stopping any sources of water to the mold, drying all materials, removing or cleaning any materials that have mold, and taking steps to prevent the re-growth of mold. After all work is complete, the landlord should evaluate whether the residential premises has been successfully remediated, including conducting post-remediation testing for the existence of mold.

Repeat Issues

Sometimes when a landlord fixes an issue, it can come back and cause problems again. If the landlord has fixed an issue or condition and the same issue comes back within the next six months, then tenants may have the option to terminate their lease and move out after following the specific steps outlined in the law[31]

Compliance with the Warranty of Habitability[32]

If a landlord does not respond to a tenant's report of an uninhabitable condition or does not start working to fix the issue, then a tenant has certain rights and options.

- **TENANT TIP:** Some tenants believe that if the landlord does not fix issues in their home, then the tenant no longer has to pay rent. **This is <u>not</u> true.** Simply not paying rent to try to force the landlord to make repairs is not allowed under Colorado law.

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[29] CRS § 38-12-509
[30] CRS § 38-12-503(4)
[31] CRS § 38-12-507
[32] CRS § 38-12-507 (1)

If a landlord refuses or fails to fix a serious health and safety issue or does not respond to a tenant's notice, then a tenant **may** be able to:

- Hire a professional to fix the issue and subtract the cost from their normal rent payments. *Caution*: This option requires tenants to carefully follow specific steps and most who live in subsidized housing (i.e., Section 8/Housing Choice Vouchers or low-income housing) cannot use this option. Tenants should speak to an attorney before exercising this option.
- Terminate the lease and move out after giving the landlord between 10 to 30 days of notice . Tenants should speak to an attorney before exercising this option.
- File a lawsuit in court.

    - **Remember:** Any notices to the landlord should be done in writing. Sending a notice about fixing an issue or the tenant taking any action because the landlord has not fixed an issue should be sent in writing, signed, and dated.

Eviction and the Warranty of Habitability[33]

If a landlord files an eviction against a tenant for any reason other than an alleged substantial violation of the lease, and the tenant previously sent the landlord written or other forms of notice allowed in the lease of a habitability issue that the landlord never fixed, the tenant may be able to defend against the eviction by using the Warranty of Habitability as an affirmative defense. A tenant may be asked to file a document titled "JDF 109 - Unlivable Conditions at Home." Copies of this form are available online and at the courthouse.

- **TENANT TIP:** Always notify your landlord **in writing** when you have an unsafe condition in your home that needs to be repaired. If a landlord tries to evict a tenant for not paying the rent and the tenant never told them about the habitability issue, the Warranty of Habitability may be difficult to prove in court.

Bed Bugs in Residential Rental Properties[34]

Landlords cannot rent properties known or reasonably suspected to have bedbug infestations. If a tenant asks, landlords must disclose if the unit had bedbugs within the last eight months, as well as the last date the unit was inspected and confirmed to be bedbug free.

If bedbugs are found, a tenant must notify the landlord in writing and keep proof that the notice was provided to the landlord. The landlord then must have the unit inspected by a qualified inspector within four days (96 hours) of the tenant's notice. If bedbugs are present, the landlord must inspect all neighboring units. If the landlord has a unit inspected, they must provide written notice to the tenant 48 hours before the inspection and provide the results to the tenant within two days after the inspection.

The tenant cannot deny access to the unit if proper written notice is provided. Tenants who do not comply with bedbug inspection and treatment protocols are liable for costs of bedbug treatments of their unit and any neighboring units. Otherwise, the landlord is responsible for all costs associated with an inspection and treatment of bedbugs. Landlords are not required to pay for lodging costs while bedbug treatments are made or to pay for or replace personal property of a tenant.

If a landlord obtains an inspection for bedbugs, the landlord must provide written notice to the tenant within two business days after the inspection indicating whether the dwelling unit contains bed bugs. If the inspector determines that neither the dwelling unit nor any adjacent dwelling units contain bed bugs, the notice provided by the landlord must inform the tenant that if the tenant remains concerned that the dwelling unit contains bedbugs then the tenant may contact the local health department to report such concerns. If an inspector determines that a dwelling unit or any adjacent dwelling unit

[33] CRS § 38-12-507(2)

[34] CRS §§ 38-12-1001 through 38-12-1007

contains bedbugs, then not later than five business days after the date of inspection, the landlord must begin reasonable measures to effectively treat the bedbugs.

Generally, a landlord is responsible for all costs associated with inspection for and treatment of bedbugs. Your landlord is not required to provide you with a different place to stay during the inspection and treatment process.

Discrimination and Retaliation

Colorado law says that a landlord can't retaliate against a tenant because of certain protected activities, statuses, or characteristics.

The Colorado Fair Housing Act protects the following statuses or characteristics: disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, family status (including children under 18 and pregnant people), veteran or military status, religion, national origin, ancestry, or source of income. The Denver Anti-Discrimination Ordinance expands protection to also include ethnicity, citizenship, immigration status, age (40+ years old), and protective hairstyle.

The Federal Fair Housing Act bans discrimination on the basis of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, or disability.

If a tenant believes they have been discriminated against under the Colorado Fair Housing Act, they should contact the Colorado Civil Rights Division at 1-800-262-4845 (toll free) or 303-894-2997, which is located at 1560 Broadway, Ste. 1050, Denver, CO 80202. Their website is http://www.dora.state.co.us/civil-rights/.

If a tenant believes they were discriminated against under the federal Fair Housing Act, they can contact the Denver Metro Fair Housing Center (DMFHC) at 720-279-4291, located at 3280 Downing Street, Suite B, Denver, CO 80205. http://www.dmfhc.org. They may also contact the Colorado Office of the Department of Housing and Urban Development (HUD) at 1-800-877-7353 (toll free) or 303-672-5437 and located at 1670 Broadway, Denver, CO 80202. http://portal.hud.gov/hudportal/HUD?src=/states/colorado/.

If a tenant believes they were discriminated against under the Denver Anti-Discrimination Ordinance, they should contact the Denver Anti-Discrimination Office (DADO). Information about DADO can be found at: https://www.denvergov.org/Government/ Agencies-Departments-Offices/Human-Rights-Community-Partnerships/Divisions-Offices/Anti-Discrimination-Office.

- **TENANT TIP:** If you believe you've been discriminated against, be sure to contact Denver Metro Fair Housing Center, HUD, or Colorado Civil Rights Division.

Landlords cannot retaliate against a tenant by increasing rent, decreasing services or by filing or threatening to file for an eviction for any of the following protected activities[35]:

1. Because the tenant has made a good faith complaint to the landlord or any governmental agency about a habitability issue in their home; or
2. Because the tenant is organizing or is a member of a Tenants' Association or similar organization.

If a landlord retaliates because the tenant has engaged in one of these protected activities, then a tenant can terminate their lease and/or recover up to three months' rent or three times the tenant's actual damages, whichever is higher, and reasonable attorney fees and costs.

Privacy

Colorado law gives tenants a right to legally use the rental property, called the covenant of quiet enjoyment, which protects tenants' privacy in a way.

[35] CRS § 38-12-509

Landlords may enter the rental property to inspect, do repair work, or show the unit to prospective buyers or renters. Generally, landlords can enter without any notice to the tenant in cases of emergency. The tenant and landlord should agree beforehand and put in the lease how much advanced notice a landlord must provide to a tenant before entering for routine maintenance or tours (i.e., 24 or 48 hours).

If the tenant believes that the landlord is interfering with their right to quiet enjoyment, the tenant should try to negotiate with the landlord. If they can't agree, the advice of an attorney should be sought, or mediation can be requested through Community Mediation Concepts (CMC@FindSolutions.org, 303-717-4151). See Resources.

Roommates

Unless the lease says otherwise, when more than one tenant signs a lease, they are generally each responsible for the terms of the entire lease. That means, each tenant is individually responsible for the entire rent, all damage to the property (even if the other tenant caused the damage), or any other responsibilities under the lease. Landlords can evict all tenants if the entire rent is not paid or the terms of the lease are violated.

Subleases and Assignments

A sublease is a separate agreement between the tenant and a new tenant that doesn't remove the original tenant's obligations under the lease. For example, if a subtenant doesn't pay rent, then the landlord may sue the original tenant, the subtenant, or both. Many times, subleases are not permitted in the lease.

An assignment is a contract between the original tenant and a second tenant which removes the original tenant's obligations under the lease. If the second tenant doesn't pay rent, the landlord may only sue that tenant.

Generally, tenants cannot sublet or assign the lease without the landlord's approval unless the lease provides otherwise. The landlord cannot unreasonably withhold consent to the tenant subletting or assigning the lease.

When the Rental Property is Sold

When rental property is sold, the new owner becomes the new landlord and is subject to all of the obligations of the previous landlord owner unless the lease states otherwise.

TERMINATION OF THE LEASE

Termination is either the end of the lease term without it automatically renewing, or if both parties agree to end the lease before the end of the term. If a lease has a specific end date or a lease period that does not automatically renew, then the lease ends on that specific date or when the lease period is over. The tenant should move out on or shortly before this end date and be sure to pay rent that is owed through that date.

- **TENANT TIP:** If a tenant is unsure of when their lease ends, check the lease. If the tenant does or doesn't want to stay past this date, check the lease and communicate with the landlord several months in advance. Some leases require that a tenant notify the landlord in writing several months before the end of the lease if the tenant wants to renew or not renew the lease.

A tenant should read their lease and pay close attention to the details. Many leases automatically renew as a month to month tenancy, and some leases may renew automatically for a year after the initial period ends unless the tenant notifies the landlord in advance that the tenant does not want to renew.

Terminating a Month-to-Month Lease

A month-to-month lease is a rental agreement that lasts for one month and automatically renews for another month until properly terminated by either party with written notice.

If there is no written lease and the tenant pays rent once a month, it may be considered a month-to-month lease.

Unless the state's For Cause for Eviction[36] laws apply, a tenant or landlord can terminate a month-to-month lease by giving written notice at least 21 days before the end of the monthly tenancy. If less than 21 days' notice is given, then an additional month is automatically added to the lease.

Exceptions for Lease Terminations

There are situations that may allow for a tenant to end a lease early. For example:

1. The tenant experiences unlawful sexual behavior, stalking, domestic violence, or domestic abuse,[37] or
2. The tenant is an active military member.[38]
3. The tenant lawfully terminated their lease under the Warranty of Habitability laws.
4. The lease termination was a reasonable accommodation for the tenant's disability, with some exceptions.
5. The parties agreed to terminate the lease early without fees.

In the case of unlawful sexual behavior, stalking, domestic violence, or domestic abuse, the tenant must be seeking to leave the premises out of fear that they or any children are in danger. The tenant must notify the landlord in writing that the tenant is a victim-survivor of unlawful sexual behavior, stalking, domestic violence, or domestic abuse and indicate the date by which they intend to move out. A tenant must also provide a copy of either a police report dated within 60 days of the notice, any valid civil or criminal protection order, or a written statement from a medical professional licensed in Colorado or Address Confidentiality Program application assistant who has consulted with the victim-survivor.

If a tenant terminates a lease as a result of unlawful sexual behavior, stalking, domestic violence or domestic abuse, the tenant may be responsible for one month's rent following departure of the premises only if the landlord has experienced and documented damages equal to at least one month's rent as a result of the tenant's early termination of the agreement. If the landlord does prove that an amount is owed the tenant must pay that amount to the landlord within 90 days after the tenant leaves.

[36] CRS § 38-12-1301 et seq.

[37] CRS § 38-12-402

[38] 50 USC § 3955

If the tenant is a member of the military or joins the military, they may terminate a lease if the tenant is called for active duty and/or is deployed. The tenant must provide written notice of termination to the landlord with a copy of the tenant's military orders. The lease termination is effective 30 days after the first date on which the next rental payment is due after the notice is delivered to the landlord.

EVICTION

A legal eviction occurs when a court orders a tenant to leave the rental property. Only a Sheriff may enforce this court order and landlords can never evict without a court order and a Sheriff present.

The court process for an eviction is called a "Forcible Entry and Detainer" or an "Unlawful Detainer" action.

Types of Demands and Notices

The five most common reasons for a landlord seeking to evict a tenant are:

1. Tenant has not paid the rent;
2. Tenant has broken the terms of the lease or other property rules and has not corrected the violation or complied with the lease term or rule;
3. Tenant has committed a repeat violation of the terms of the lease or other property rules;
4. Tenant has committed a "substantial violation" such as violent or drug-related criminal acts; and/or
5. Tenant has stayed past the expiration of their lease and the landlord has not accepted rent and the lease did not renew.

Most of these reasons for an eviction require some type of written notice or demand be given to the tenant first.

Demand for Rent or Possession

Before a landlord may file for an eviction in court because the tenant has not paid rent, the landlord must provide a Demand for Rent or Possession (or similar written demand) to the tenant. Colorado law requires that most tenants receive a 10-Day Demand for Rent or Possession. If the tenant lives in property that is covered by the CARES Act because it is receives a federal subsidy or has a federally -backed mortgage, the tenant is entitled to a 30-Day Demand for Rent or Possession.[39] If the tenant pays what they owe within the notice period, then the landlord must accept the payment and cannot file an eviction lawsuit. If a tenant moves out within the notice period, the landlord cannot file an eviction lawsuit.

If the tenant does not pay the amount of rent that they owe within the 10-day period, then the landlord can file an eviction lawsuit in court.

In Denver, when a landlord provides a tenant with a Demand for Rent or Possession (or a similar notice or demand for rent), the landlord must also provide a written copy of Denver Tenant Rights and Resources [en español].

The burden is on the landlord to show in court that the tenant did not pay rent.

Demand for Compliance or Possession

Before a landlord may file for an eviction in court because the tenant has violated a lease term or broken a rule, the landlord must provide a Demand for Compliance or Possession (or similar written demand) to the tenant. Colorado law requires that most tenants receive a 10-day Demand for Compliance or Possession. If the tenant resolves or cures the lease or rule violation within the 10-day period, then the landlord cannot file an eviction lawsuit. If a tenant moves out within the 10-day period, the landlord cannot file an eviction lawsuit.

If the tenant does not resolve or cure the lease/rule violation within the 10-day period, then the landlord can file an eviction lawsuit in court.

The burden is on the landlord to show in court that the tenant committed the lease or rule violation and failed to resolve or cure the violation.

Notice of Vacating Building[40]

If the owner of a building with at least four or more units (like a hotel, motel or other structure with rooms rented

[39] 15 U.S.C. § 9058

[40] DRMC § 27-31

separately for residential occupancy) intends to vacate the building to do remodeling, demolition, change its use, or to sell the property, then all residents are entitled to at least **30 days' notice**. In addition to the written notice, there must also be a posted notice on each entrance of the building and a copy of the notice to vacate must be filed with the City Clerk. If the property is covered by the state's For Cause Eviction Statute, then a tenant in such a situation would be entitled to **90 days' notice**.[41]

Notice of Repeat Violation[42]

If a landlord has already given the tenant a 10-day demand because of a lease or rule violation and the tenant breaks the same lease term or rule again, then the landlord can give the tenant a Notice of Repeat Violation (or similar written notice). This notice requires the tenant move out within the next **10 days**. If the tenant does not move out, the landlord can file an eviction lawsuit.

The burden is on the landlord to show in court that the tenant received prior notice of the lease or rule violation and that the tenant committed a repeat violation.

Domestic violence and domestic abuse experienced by the tenant cannot be considered a repeat violation.

Substantial Violation[43]

If a tenant commits a "substantial violation" as defined in Colorado law, then the landlord can give the tenant a " Notice to Terminate Tenancy for Substantial Violation" (or similar written notice). This notice requires the tenant move out within **3 days**. If the tenant does not move out, the landlord can file an eviction lawsuit.

A "substantial violation" is generally any act by a tenant or any of the tenant's guest(s) that occurs on or near the rental property that intentionally and seriously endangers the landlord's property or the safety of neighbors or is a violent or drug-related felony. A crime punishable by incarceration of 180 days or more and has been declared to be a public nuisance can also be considered a substantial violation.

The burden is on the Landlord to show in court that the tenant or the tenant's guest(s) committed the "substantial violation."

Domestic violence and domestic abuse experienced by the tenant cannot be considered a "substantial violation."

Staying Past the Expiration of the Lease

If a tenant's lease expires on a certain date or after a certain period of time and does not automatically renew, and the tenant stays in the rental unit past that date, then the landlord can choose to either renew the tenancy or file an eviction lawsuit. For example, if the landlord has given a tenant with a month-to-month lease a proper 21-day notice to vacate, and the tenant does not move out, then the landlord can file an eviction lawsuit.

Generally, if the landlord accepts rent payments from the tenant after the lease has expired, this means the landlord has renewed the tenancy. If the landlord does not accept any rent payments, the landlord can file an eviction lawsuit.

The burden is on the landlord to show in court that the tenant's lease expired, did not automatically renew, and the landlord did not do anything to renew the tenancy.

Overview of Eviction Process

An eviction is a multi-step court process that landlords must follow to legally remove a tenant from a rental property.

Step 1: Notice or Demand Provided to Tenant

The landlord must give a proper written notice or demand to the tenant. Which notice or demand is the right one depends on the reason for the eviction. See *Types of Notices and Demands* section above.

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[41] CRS § 38-12-1303(3)(a)
[42] CRS §13-40-104(e.5)(II)
[43] CRS § 13-40-107.5

Step 2: Eviction Complaint is Filed in Court and Served

If the tenant does not move out or comply with the landlord's written demand, then the landlord may file paperwork with the court to continue the eviction process. The landlord must file a "Complaint" explaining the reason for seeking an eviction and provide a copy of the Complaint and a Summons to the tenant.

Step 3: Court Date on Eviction

The court clerk will schedule an initial hearing for a date that is 7 to 14 days after the initial filing of the Complaint, but the tenant must have received the Summons and Complaint at least7 days before the hearing. Landlords can provide the tenant with the Summons and Complaint by having a process server hand it to them. If they attempted personal service and were unable to hand it to the tenant, they then can post the Summons and Complaint in a conspicuous place on the rental property and mail a copy to the tenant.

The date listed on the Summons is when a tenant must file their Answer. The Answer must be filed either on or before the date in the Summons before the court closes. If the tenant does not come to court for the initial hearing and does not file an Answer to the Complaint with the court on or before their court date, the court may automatically grant default judgment in favor of the landlord. This will result in a Writ of Restitution being issued and the tenant can be removed from the rental property. If a tenant misses their court date and the deadline to file an Answer, and the court issues a default judgment, the tenant can file a "Motion to Set Aside Default Judgment." In this motion, the tenant is asking the court to cancel the default judgment and the tenant must explain in detail why they missed their court date and why the landlord should not be able to evict them.

[Step 4: Second Court Hearing on Eviction]

If the tenant files an Answer on time, there are several options:

1. The court must set the trial at least 7 days and no more than 10 days after the Answer is filed. However, if the Answer does not include valid legal defenses, there is a risk that a "Motion for Judgment on the Pleadings" could be filed by the landlord and granted by the judge, which would decide the eviction case before a second court date.
2. Before the second court date, the tenant can:
    1. Agree to certain terms with the landlord to address the issue. If such an agreement is reached, it should be put in writing in the form of a "Stipulation for Forcible Entry and Detainer (FED)/Eviction" (JDF 102) and filed with the court. It is important to fully understand any agreement and be able to comply with it. The court can also suggest mediation for the parties to resolve any lease issues.
    2. Agree to voluntarily vacate the property and show up to the second court date to prove they have surrendered possession to the judge.
    3. If the tenant owes rent, then they can pay the landlord all the rent they owe and stop the eviction at any time before the judge issues a judgment at hearing. If a tenant has paid everything that is lawfully owed and the case has not been dismissed, it is helpful to show up to the second court date with proof for the judge.

If the tenant and landlord can't reach an agreement or otherwise resolve the eviction lawsuit, the case will go to trial. At trial, both parties will have a chance to present evidence to support their claims.

Step 4: Writ of Restitution (Eviction Order) Issued

If the tenant and landlord cannot come to an agreement or the tenant cannot pay what they owe and the court awards a judgment in favor of the landlord, then 48 hours later the court will issue a "Writ of Restitution." This is the eviction order that a landlord must have to legally evict a tenant.

Step 5: Physical Eviction of Tenant and Personal Property

If the landlord receives a judgment and Writ of Restitution from the court, then 10 days after the judgment (and about 8 days after the Writ of Restitution), the landlord can have a sheriff's deputy come to the rental property and the landlord can remove the tenant and their personal belongings from the property. Landlords may not remove tenants and their belongings themselves.

Eviction Protections for Residential Tenants Receiving Certain Types of Financial Assistance[44]

As of June 2023, a landlord and residential tenant must participate in mandatory mediation prior to commencing an eviction action if the residential tenant receives any of the following:

- supplemental security income;
- federal social security disability insurance; or
- cash assistance through the Colorado Works program (TANF).

The law requires a written demand or notice to include a statement that: a residential tenant who receives supplemental security income, social security disability insurance, or cash assistance through the Colorado Works program has a right to mediation prior to the landlord filing an eviction complaint with the court. The tenant must notify the landlord if they receive one of the eligible benefits in writing.

Additionally, the law prohibits 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. A law enforcement officer cannot execute a writ of restitution against a residential tenant for at least 30 days after the entry of judgment if the residential tenant receives one or more of the eligible benefits, except in the case in which a court has ordered a judgment for possession for a substantial violation or in the case of a landlord with 5 or fewer single-family rental homes and no more than five total rental units. Tenants should let the court know they receive one of the eligible benefits.

Exemptions from Mandatory Mediation:

The landlord and residential tenant do not have to participate in mediation if:

4. The residential tenant does not disclose or declined to disclose in writing to the landlord that the residential tenant receives supplemental security income, social security disability income, or cash assistance through the Colorado Works program; or
5. The complainant is a 501(c)(3) nonprofit organization that offers opportunities for mediation to residential tenants; or
6. The complainant is a landlord with five or fewer single-family rental homes and no more than five total rental units.

Failure to comply with mandatory mediation is an affirmative defense in an eviction case.

Protections for Tenants with Housing Subsidies

The law requires a landlord who initiates an eviction proceeding for nonpayment of rent against a tenant to comply with certain notice requirements set forth in federal law for tenants who use housing subsidies (covered tenants). Under current law, if a tenant proves as an affirmative defense to an eviction proceeding that the landlord violated the warranty of habitability, the court must order a reduction in the fair rental value of the dwelling unit and order the landlord to reimburse the tenant any difference in rent between the reduced fair rental value and any greater amount of rent that the tenant paid. The bill states that the landlord must reimburse this amount regardless of whether part or all of the rent was paid by the tenant or by a housing subsidy issued to the tenant.

Current law defines certain acts as unfair housing practices and exempts a landlord with 3 or fewer rental units from enforcement of several such definitions. Current law also states that a landlord with 5 or fewer single-family rental homes and no more than 5 total rental units is not required to accept federal housing choice vouchers. The bill repeals both of these exemptions. The bill also states that a landlord commits an unfair housing practice if the landlord fails to:

- Make reasonable efforts to timely respond to requests for information and documentation that is necessary for a rental assistance application program; or
- Cooperate with a tenant who is applying for rental assistance in good faith.

Current law allows a person to pursue relief for damages resulting from a landlord's commission of an unfair housing practice.

[44] CRS § 13-40-110

The bill states that, if a court awards damages to a plaintiff who prevails in such an action, and the violation concerns discrimination on the basis of an individual's use of a housing subsidy, the court shall award at least $5,000 in damages. The bill also states that a calculation of such damages must include consideration of losses that a tenant may incur as a result of the tenant forfeiting their housing subsidy as a result of the landlord discriminating against the tenant based on the tenant's source or amount of income.
Current law provides that, in addition to relief awarded to a tenant in a private action, the Colorado civil rights commission may order a respondent found to have engaged in an unfair housing practice to pay a civil penalty in an amount that has no minimum and a maximum that varies based on whether the respondent has prior violations. The bill establishes a minimum penalty amount of $5,000 if a person commits any of certain unfair housing violations and the violation concerns discrimination on the basis of an individual's use of a housing subsidy.

Protections for Tenants with Housing Subsidies continued

This law current exceptions for tenants who are victims of domestic violence to include victims of unlawful sexual behavior, stalking, and domestic abuse (victim-survivor).

If domestic violence or domestic abuse was the cause of an alleged unlawful detention of real property, current law requires the tenant to document the domestic violence or domestic abuse through a police report or a valid civil or emergency protection order (required documentation). The bill expands the required documentation to include a self-attestation affidavit or a letter signed by a qualified third party from whom the tenant sought assistance. If a tenant has been alleged to have committed unlawful detention of real property due to nonpayment or late payment of rent and the tenant has provided the landlord with the required documentation, the bill requires the landlord to offer the tenant a repayment plan no later than 48 hours after serving a demand for unpaid rent or no later than 48 hours after receiving the required documentation.
If a landlord has written or actual notice that a tenant is a victim-survivor, the bill requires the landlord to perfect service only through personal service to the tenant.

The bill requires court records related to unlawful detention of real property to remain suppressed if a defendant asserts as a defense that the defendant is a victim-survivor and provides the required documentation. The bill makes changes to certain court procedures as the procedures relate to victim-survivors.

If a tenant who is a victim-survivor terminates a lease and provides the required documentation, the tenant is not liable for damage to the dwelling unit caused by the responsible party or during the course of an incident of unlawful sexual behavior, stalking, domestic violence, or domestic abuse. The bill requires the tenant to pay no more than one month's rent following vacation only if the landlord has incurred economic damages as a direct result of the early termination and the landlord has provided documentation of the economic damages to the tenant within 30 days after termination of the agreement.

The bill prohibits a landlord from assigning a debt allegedly owed by a tenant who is a victim-survivor to a third-party debt collector unless the landlord complies with the requirement to provide the tenant with documentation of the economic damages incurred by the landlord and provides at least 90 days' written notice to the tenant.

If a tenant provides notice to the landlord that the tenant is a victim-survivor and provides the required documentation, the bill prohibits the landlord from preventing the tenant from changing the locks and prohibits the landlord from imposing fees on, taking any adverse action against, or otherwise retaliating against the tenant for changing the locks or taking other reasonable safety precautions. The bill authorizes a tenant to bring a civil action against a landlord for violating this provision.

Remote Participation In Evictions

Colorado law requires the court to allow either party or any witness to choose to appear in person or remotely at any return, conference, hearing, trial, or other court proceeding.

It also authorizes a pro se defendant to file an answer electronically through an e-filing system and authorizes either party, if the party is pro se, to file a motion or other documents electronically through an e-filing system.

The court is prohibited from assessing an e-filing fee or service fee on a motion to waive filing fees, or from assessing an

e-filing fee, service fee, or any other fee associated with the electronic filing or e-mailing of motions, answers, or documents for an indigent party.

The court is required to comply with federal and state law or regulations, including supreme court directive or policy, regarding the provision of accommodation for people with a disability or for people with limited English proficiency.

How to Indicate Remote or In-Person Participation:

Colorado law requires the complaint to include a designation of whether the plaintiff elects to participate in any hearing in person or remotely, and a box indicating if the eviction is for a residential or commercial tenancy.

Colorado requires the summons to include a statement in bold-faced type notifying the defendant (i.e., the tenant) that either party has a right to appear in person or remotely, include a place for the defendant to indicate whether the defendant will appear in person or remotely, and provide information for how a pro se party can file documents related to the case.

Technology Malfunction Procedures

For parties appearing remotely for eviction proceedings, if the party is disconnected or there is a technology failure the court has to make all reasonable efforts to contact the party and allow reasonable time for the party to reestablish connection.

If the party is unable to reestablish connection, the law requires the court to reschedule the hearing for the first available in-person date after the date of the originally scheduled hearing, but no later than one week after the originally scheduled hearing, to the extent practicable.

The court cannot enter a default judgment if a party is unable to participate remotely due to a technological disconnection or failure.

Tenant Resources for Evictions

If a tenant is facing an eviction, there are free or low-cost legal services available. The City and County of Denver provides funding for free legal services for low and moderate-income individuals facing an eviction.

Information on free legal services can be obtained at denvergov.org/EvictionHelp and from:

- Colorado Legal Services (primary provider): 303-837-1313 or www.coloradolegalservices.org
- Colorado Affordable Legal Services: 303-996-0010 or www.coloradoaffordablelegal.com
- Colorado Poverty Law Project: 303-532-2641 or www.copovertylawproject.org
- Community Economic Defense Project: 303-838-1200 or www.cedproject.org

Representatives from each of these free legal service providers are available every day between 8 am-12 pm in Room 163 of the Denver County Courthouse to support tenants to write and file answers that are due that day.

If a tenant is facing an eviction due to nonpayment of rent, there are resources available to help. Colorado Housing Connects can provide information and applications for programs a tenant may qualify for. Call 1-844- 926-6632 or visit coloradohousingconnects.org.

AFTER MOVING OUT OR AN EVICTION

Tenant's Personal Property[45]

The landlord is generally not responsible for damage to the tenant's personal property. The tenant should consider purchasing renter's insurance to protect personal property during the tenancy, and many leases require it. Be sure to understand what a renter's insurance policy covers before purchasing it.

Generally, if the tenant's personal property is lost or damaged during a lawful eviction, the landlord is not responsible.

If the tenant vacates the premises and leaves behind any personal possessions, the landlord may sell those items provided the tenant has not contacted the landlord for 30 days, the landlord has received no indication that the tenant has not abandoned the possessions, and the landlord gives at least 15 days written notice to the last known address of the tenant prior to selling the items. The lease may provide another method for what the landlord can do with any personal property that the tenant leaves behind.

Rent Payments After Moving Out or Eviction

If a tenant's lease has been properly terminated or expired on its own terms and the tenant has moved out in time, the tenant is not liable for any rent after the termination or expiration date. The tenant must still pay any rent that became due *before* the termination or expiration date of the lease.

If the tenant has been properly evicted through the court process, the tenant will owe any rent that became due before the eviction. The tenant may also have to pay monetary damages to the landlord for an amount of time that the rental unit remains empty after the eviction. However, landlords must make a reasonable effort to re-rent the rental property to a replacement tenant.

If the tenant wants to move out before the end of their lease, the tenant should read over their lease to see if there are any terms or fees for breaking a lease early. Many leases impose a lease break fee on tenants who break their leases by moving out early. If the tenant moves out early, the tenant will still be responsible for paying any lease break fee or the monthly rent for the property until the landlord finds a replacement tenant. Landlords must make reasonable efforts to re-rent the rental property to a replacement tenant. Once a replacement tenant is found and starts paying rent, the prior tenant who moved out early usually is no longer responsible for the rent.

There are situations that may allow for a tenant to end a lease early without having to pay a lease break fee or continue to pay rent until a replacement tenant is found. For example:

1. If the tenant is a victim-survivor of unlawful sexual behavior, stalking, domestic violence, or domestic abuse.
2. If the tenant is an active military member.
3. The tenant lawfully terminated their lease under the Warranty of Habitability laws.
4. The lease termination was a reasonable accommodation for the tenant's disability, with some exceptions. See page 9 for more information.

Tenants can also negotiate a "Mutual Lease Recission" with their landlord. This is an agreement between the tenant and landlord to end the lease early and on terms agreed upon by both parties.

If the tenant moves out or is evicted and still owes rent, the landlord can choose to subtract the rent owed from the tenant's security deposit.

[45] CRS § 38-20-116

Security Deposits[46]

Security deposits are a deposit of money a tenant pays at the beginning of their tenancy to the landlord to secure the performance of the lease. A security deposit may not exceed the amount of two monthly rental payments under the agreement.

After the termination of the lease or return of the property to the landlord, the landlord must either return the tenant's security deposit in full or provide the tenant with a written statement explaining any deductions from the security deposit and any amount left over after the deductions.

The return of the security deposit or written statement listing deductions must be provided to the tenant within either 30 days after the termination of the lease or return of the property to the landlord, or within up to 60 days if the lease specifies this longer period of time. A tenant should read their lease to see if it extends the time for the landlord to return the security deposit up to 60 days. If the lease does not say, then the landlord has 30 days. A landlord forfeits the right to withhold any portion of the security deposit if the landlord fails to provide a written statement within the required time period.

Landlords can deduct from the tenant's security deposit amounts for unpaid rent, unpaid utilities, repair work due to damage caused by the tenant beyond normal wear and tear, cleaning that the tenant agreed to pay for, or expenses incurred due to a tenant violating the lease terms.

Landlords cannot deduct from the tenant's security deposit any amount for normal wear and tear. Normal wear and tear are the minor damage that occurs during the normal and everyday use of the rental property. Examples of wear and tear are carpet fading, paint chips, grout discoloration, and small dings in the floor. It does not include significant damage caused intentionally or due to carelessness or accident.

If the landlord deducts any amount and provides a written statement explaining the exact reasons for any deductions, the landlord must send that written statement to the tenant's last known address. Tenants should provide their next mailing address to their landlord in writing and before they move out.

Options for Wrongfully Withheld Security Deposit

If the landlord does not return the security deposit or does not send a detailed written statement of deductions on time, or if the tenant disagrees with the landlord on the amount deducted, the tenant has legal options.

First, a tenant should send a certified letter, return receipt requested, to the landlord and keep a copy of it and the certified mail receipt. This letter should state that the tenant will sue the landlord for three times the amount of the security deposit currently being withheld by the landlord if the security deposit is not returned to the tenant within **seven days** of the receipt of the letter. The letter must give the landlord seven days to return the amount wrongfully being withheld.

The letter must also state the address of the property, the dates of the tenant's occupancy, the amount of the security deposit paid, the tenant's mailing address, and a statement by the tenant explaining any disagreement with deductions from the security deposit.

Second, if the landlord does not return the security deposit within the seven days, the tenant may sue the landlord in court. The tenant may request three times the amount of the security deposit that has been withheld plus reasonable attorney's fees and court costs.

The landlord may counterclaim against the tenant for any damages caused by the tenant. Leases often state that the loser in a court action is responsible to pay the winner's attorney fees.

[46] CRS §§ 38-12-101 through 38-12-105

MEDIATION

Many landlord/tenant disputes can be solved by one party approaching the other with the goal of finding a solution. Landlords and tenants should be sure to read the lease in detail and keep good records of any and all communications with the other party (including emails, notes from telephone calls, letters, and photographs).

If direct negotiation isn't successful, mediation is often the next best alternative. Mediation is an assisted negotiation process in which a neutral mediator helps the parties communicate and listen to each other's point of view, develop a list of issues to be resolved, and negotiate a settlement that meets both parties' needs. Agreements reached in mediation are written down by the mediator and signed by the parties. For more information, go to https://coloradohousingconnects.org/ or call Colorado Housing Connects at 1- 844-926-6632.

Throughout the entire landlord and tenant relationship, it is generally best if both parties maintain good records, with notes and copies of all documents related to the tenancy. This will allow for any disputes to be resolved more quickly and easily. Overall, anytime there is a dispute, it is highly recommended that both parties talk to each other and try to understand the other side's point of view before seeking legal action. A relationship built on mutual respect seeks to ensure a fair and reasonable outcome for both parties and will help make the landlord/ tenant experience a successful and mutually beneficial one.

RESOURCES

City/County Departments	
Denver Development Services	311
(code violations, zoning inspections, neighborhood inspections, wastewater SUDP inspections)	
Police (general non-emergency help)	720-913-2000
Denver Human Services	720-944-3666
Denver District Court Pro-Se and Self-Help Center	720-865-8440
Denver Development Services Inspector	720-865-2505
Denver Housing Authority	720-932-3000
Denver Community Planning and Development	720-865-2915
Denver Environmental Health	720-865-5365
Denver Anti-Discrimination Office	720-913-8458
Denver Commission on Aging	720-913-8450
Animal Control	720-913-1311
Colorado Housing Connects	844-926-6632
Mediation Services	
Colorado Housing Connects	844-926-6632
Community Mediation Concepts	303-651-6534
Conflict Resolution Services	303-355-2314
Court Mediation Services	303-322-6750
Mediation Association of Colorado	303-322-9275
Legal Resources	
Colorado Affordable Legal Services	303-996-0010
Colorado Poverty Law Project	303-532-2641
Colorado Economic Defense Project	
Denver Bar Association	303-860-1115
Colorado Legal Services	303-837-1313
Rocky Mountain Legal Center	720-242-8642
University of Denver Student Legal Services	303-871-6140
Judicial Branch State of Colorado	303-441-4749
(Eviction and Small Claims Instructions)	
Apartment Association of Metro Denver	303-329-3300
Denver Metro Fair Housing Center (DMFHC)	720-279-4291

GLOSSARY AND DEFINITIONS

ACCESSORY DWELLING UNIT – A legal term for a secondary house or apartment with its own kitchen, living area and separate entrance that shares the building lot of a larger, primary house.

ANSWER – A written response that a tenant may file with the court in response to a landlord's "Complaint" asking for an eviction in court. An answer should usually explain why a tenant has a right to remain in the rental unit and if the tenant has a counterclaim against the landlord. If a tenant does not file an answer, a court may enter a default judgment against the tenant.

ASSIGNMENT – A complete transfer to someone else of the right to be the tenant for the remainder of the term under the lease. This is similar but different from a sublease. An assignment often requires the prior permission of the landlord.

CERTIFIED LETTER – A special service that provides the letter-sender proof that the letter was mailed. A certified letter is used by the sender because they want a record of the recipient getting it. Certified letters can be sent through the U.S. Postal Service.

COLORADO FAIR HOUSING ACT – The Colorado Fair Housing Act prohibits housing discrimination on the basis of disability, race, creed, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, family status (children under 18 and pregnant women), national origin, ancestry, or source of income.

COUNTERCLAIM – A legal claim made by a defendant in court that is against an opposing party who has already sued the defendant.

DEMAND FOR RENT OR POSSESSION – A written and signed demand that a tenant either pay unpaid rent that is owed or move out within the time stated in the demand. The most common demands are 10-day demands, which means a tenant must pay unpaid rent or move out within 10 days or else the landlord may go to court to ask for an eviction.

DEMAND FOR COMPLIANCE OR POSSESSION – A written and signed demand that a tenant either correct a violation of the lease terms and/or property rules or move out within the time stated in the demand. Sometimes a Demand for Compliance or Possession is used to demand unpaid rent as well (see "Demand for Rent or Possession" above).

DEFAULT JUDGMENT – An automatic judgment against a party who does not file an answer or come to court on their court date. For example, if a tenant does not file an answer on or before their court date and does not go to court on their court date, the court may enter a default judgment against the tenant and allow the Landlord to evict the tenant.

DENVER ANTI-DISCRIMINATION ORDINANCE – The Denver Anti-Discrimination Ordinance prohibits housing discrimination on the basis of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender expression, gender identity, marital status, source of income, military status, family status, protective hairstyle, or disability of any individual.

DWELLING UNIT – A structure or the part of a structure that is used as a home, residence, or sleeping place by a Tenant, including a mobile home.

EVICTION – Also known as a "Forcible Entry and Detainer." Occurs when a court orders a tenant to leave a residential property. If the tenant fails to leave the property within a certain number of days after the court order, the landlord can schedule law enforcement to assist in physically removing the tenant and any of the tenant's belongings from the property.

FEDERAL FAIR HOUSING ACT – The federal Fair Housing Act prohibits discrimination on the basis race, color, religion,

sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, national origin, or disability.

FORCIBLE ENTRY AND DETAINER (FED) – Also known as an eviction action. A court process of determining whether a landlord has a legal right to have the tenant removed from the rental unit. Landlords must follow a specific process to evict a tenant. A landlord must use the court process to evict a tenant and the landlord is prohibited from illegally evicting the tenant themselves (see "Self-Help Eviction").

HOLD OVER – When a tenant remains in a rental unit after the tenancy or lease has expired and not been renewed. Many leases have a section about what the agreement and rent will be if a tenant holds over.

LANDLORD – A person who is the owner, manager, lessor, or sublessor of a rental unit or property.

LEASE – Also known as a rental agreement. A written or oral contract between the landlord and the tenant where the tenant can possess and use the landlord's rental property for a period of time, usually in exchange for rent payments.

LIABILITY – The state of being responsible for something, especially by law.

MEDIATION – An opportunity to sit down with a professional who will help parties discuss issues and concerns in a confidential manner, identify options that work for both the landlord and the tenant, and put the agreement in writing. Mediation can save time and money and help identify solutions that both the landlord and the tenant can agree on.

MOLD – Microscopic organisms or fungi that can grow in damp conditions in the interior of a building.

MONTH-TO-MONTH LEASE – A lease for a one-month period that is renewed automatically each month for another month until properly terminated by either party with written notice.

MULTIUNIT DWELLING – Three or more dwelling units contained in a single structure.

NORMAL WEAR AND TEAR – The expected minor damage that occurs from everyday use of a rental unit, such as carpet fading, paint chips, grout discoloration, and small dings in the floor. This does not include significant damage caused by carelessness, accident, or abuse.

NOTICE TO TERMINATE – A written notice given by a Landlord to a tenant or from a tenant to a landlord to end a tenancy. There are certain types of Notices to Quit, such as a notice to end a month-to-month tenancy, a notice based on violation(s) of the lease terms, or a notice based on a "Substantial Violation" that is generally an act of violence or a drug-related felony.

OCCUPANCY – To live in and control access to a space, room, or structure, such as a rental unit.

ORDINANCE – Laws enacted by a municipal authority, such as the City of Denver.

POSSESSION OF PREMISES – To have "possession" of a rental unit most commonly means to occupy, live in, and/or control who can enter a rental unit. To return "possession of the premises" from a tenant to the landlord is to remove the tenant and give control back to the landlord.

PREMISES – The building, structure, rental unit or room, as well as any land included in the rental, such as a yard or driveway.

REASONABLE ATTORNEY FEES AND COSTS OF A LAWSUIT – If a tenant or landlord sues or countersues the other, the lease and/or certain laws may require or allow the losing side to pay the winning side's "reasonable" attorney fees and the costs of a lawsuit (such as filing fees). What is "reasonable" is determined by the court.

RENTAL AGREEMENT – Also known as a lease. A written or oral contract between the landlord and the tenant where the tenant can possess and use the landlord's property for a period of time, usually in exchange for rent payments.

RENT SUBSIDY PROVIDER – A public or private entity, including a public housing authority, that provides ongoing financial assistance to a landlord on behalf of a tenant and for the purpose of subsidizing rent.

RESIDENCE – A person's home; the place where someone lives.

RESIDENTIAL PREMISES – A structure used as a person's residence and any surrounding property that is included, such as a yard or driveway.

RESIDENTIAL RENTAL PROPERTY – Any building, structure, or accessory dwelling unit that is rented or offered for rent as a residence, not including on-campus college housing.

RESIDENTIAL RENTAL PROPERTY LICENSE – A license that allows a landlord in the City of Denver to rent out their property. A landlord must apply for this license with the City of Denver and the rental property must follow certain requirements and pass inspections for the landlord to get and keep the license.

SECURITY DEPOSIT – A deposit of money to secure the performance of a lease for a residential rental property. Typically used to cover the cost of any damage, other than normal wear and tear, left behind after a tenant moves out.

SECURITY DEPOSIT DEDUCTIONS – The amount of money that the landlord is allowed to deduct from the security deposit after the tenant moves out.

SELF-HELP EVICTION – Also called an illegal "lock out." When a landlord illegally removes or excludes a tenant without a court order carried out by law enforcement. This includes changing the locks, shutting off utilities, removing doors, windows, or locks from the rental unit, or otherwise illegally removing a tenant or blocking a tenant from accessing their rental unit.

SINGLE UNIT DWELLING – One dwelling unit contained in a single structure.

SOURCE OF INCOME – Any legal and verifiable source of money paid directly, indirectly, or on behalf of a person, such as wages from a job, child support, or assistance from a government or charity program, like a housing voucher or rental assistance.

SUBLEASE – A lease granted by a tenant to a different tenant to occupy the rental unit for a period of time shorter than the remainder of the term under the lease. A sublease often requires prior permission from the landlord.

SUBSTANTIAL VIOLATION - Generally, any act by a tenant or any of the tenant's guests that occurs on or near the rental property that intentionally and seriously endangers the landlord's property or the safety of neighbors or is a violent or drug-related felony.

SUMMONS AND COMPLAINT – Documents filed by a landlord with the court if a landlord wants to evict a tenant. The landlord must serve a copy of the Summons and Complaint on the Tenant. The Complaint should explain why the landlord wants to evict the tenant and the Summons should state what date and time the tenant must come to court or file an Answer.

TENANT – A person entitled under a lease to occupy a dwelling unit.

TERM - The amount of time the lease is for, such as one year or one month.

TERMINATION OF A LEASE – The ending of the landlord and tenant relationship before the term expires under the lease.

TWO-UNIT DWELLING – Two dwelling units contained in a single structure.

UNINHABITABLE CONDITION – Generally, these are conditions or issues in a rental unit that make it not healthy or safe for humans to live in the unit and/or are defined by Colorado law to be "uninhabitable."

WARRANTY OF HABITABILITY – Under Colorado law, in every lease the landlord provides a "warranty" (a guarantee) that the residential premises is fit for humans to live there and does not have any uninhabitable conditions. If a tenant notifies the landlord that there is an uninhabitable condition that needs to be fixed or repaired, the landlord must respond and begin correcting the condition within certain timeframes set by law.

WRIT OF RESTITUTION – A court order that allows a sheriff's deputy to remove a tenant from a rental property. This is the court order a landlord must get to physically evict a tenant.