



# CITY OF BOULDER RENTAL UNIT LEASE DISCLOSURE

**This is an important notice for tenants. Please read it carefully.**

Every person who rents or leases a dwelling unit within the city limits of Boulder, CO, must be provided with information in accordance with the provisions of Boulder Revised Code (B.R.C.), Section 12-2-4 (Ordinance 8122). Landlords are encouraged to present required disclosures at the time that lease agreements are executed in order to promote discussion of these ordinances. Landlords must make required written disclosures prior to allowing a tenant or lessee to occupy a rental property. Written disclosures related to eviction legal representation and eviction rental assistance must be provided by the landlord to a tenant once again at the time the right to legal representation attaches as described under Section 12-2-9(a).

It is not required that you use this specific letter to disclose the required city ordinances, and these disclosures are not intended to supersede any language from a more restrictive lease agreement. Landlords are encouraged to provide the required disclosures in their lease. However, where leases are already in force, a letter to tenants explaining the relevant ordinances will fulfill the requirement.

To access tenant and landlord rights and responsibilities, please visit:

<https://bouldercolorado.gov/community-mediation-and-resolution-center>

For the landlord – tenant handbook, please visit:

<https://bouldercolorado.gov/media/734/download?inline>

## OCCUPANCY LIMITS

- A. The dwelling unit you will be renting or leasing at the address of: \_\_\_\_\_ may be occupied by no more than \_\_\_\_\_ unrelated persons. (Occupancy information can be obtained by calling 303-441-1880).
- B. Under the current lease or rental agreement, the only people permitted to occupy the dwelling unit are: \_\_\_\_\_
- C. The City of Boulder permits a renter or lease holder to have a temporary house guest. However, if any guest becomes a resident of the apartment or dwelling unit, and if this produces a violation of the legal occupancy limit, a criminal prosecution may result.
- D. Violations of the occupancy laws of the City of Boulder may result in criminal prosecution and fines of up to \$2,000.00 for each day in violation.

## EVICTON LEGAL REPRESENTATION AND EVICTON RENTAL ASSISTANCE

The City of Boulder mandates that Boulder tenants have the right to legal representation in eviction and administrative proceedings where they face the loss of housing and the city also administers a rental assistance program to tenants faced with such proceedings. For more information and to access this program, visit: <https://bouldercolorado.gov/epras> <https://bouldercolorado.gov/community-relations/eviction-prevention-services> or call 303-441-3414



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### **Eviction Prevention and Rental Assistance Services B.R.C. Section 12-2-9**

- (a) Provision of Legal Representation and Rental Assistance. The City of Boulder shall establish, run, and fully fund a program to provide legal representation and/or rental assistance for all tenants within the city who face a covered proceeding.
- (1) This legal representation is available to a tenant threatened with an action that may result in an eviction or a notice to quit, demand for compliance, or demand for possession pursuant to C.R.S. § 13-40-101, et seq., C.R.S. § 38-12-202, et. seq. or a notice of termination of Section 8 housing assistance, and shall last at least until such time as the notice to quit, demand for possession, or unlawful detainer complaint is withdrawn, the case is dismissed, a final judgment in the matter is entered, or the Section 8 housing assistance termination proceedings are concluded. The legal representation may also include an action to suppress records of a prior eviction proceeding. The city manager may adopt criteria and standards related to the screening of clients, or otherwise, to provide legal representation in order to implement the requirements of this chapter.
  - (2) Written notification of this right to legal representation and how to access it must be provided by the landlord to a tenant along with the notice to quit or demand for compliance or possession pursuant to C.R.S. § 13-40-101, et seq., C.R.S. § 38-12-202, et. seq. or a notice of termination of Section 8 housing assistance. The notice must be in the same form as required by Section 12-2-4(a)(1)(I), B.R.C. 1981.

### **NOISE ORDINANCES**

The City of Boulder has several ordinances that regulate noise. Violations of any of these ordinances may result in criminal prosecutions. The laws include:

**Disruption of Quiet Enjoyment of the Home, B.R.C. Section 5-9-5.** This focuses on individuals who engage in loud behavior at any time of day that disrupts a neighbor who is in his or her own house.

**Unreasonable Noise, B.R.C. Section 5-9-6.** This is a provision that can be used when officers, standing more than 100 feet away from a noise source, hear amplified music in a residential zone after 11 p.m. and before 7 a.m. It also includes prohibition of amplified music in residential zone that can be heard 200 feet away during the day (7a.m. - 11.p.m.) Also note that at night, between the hours of 11 p.m. and 7 a.m., while on public property within a residential district, no person shall yell, scream, shout, cheer, sing, or otherwise make noise with the human voice louder than that which is reasonably necessary for normal conversational speech.

**Excessive Sound Levels, Section B.R.C. 5-9-3.** This is based upon measuring sound levels with meters. Noise must not exceed 50 decibels (dBA) between 11 p.m. and 7 a.m. in a residential zone.



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A violation of any of these noise ordinances can result in criminal prosecution and a maximum fine of up to \$1,000 and 90 days in jail.

### **FIREWORKS ORDINANCE**

**Fireworks, B.R.C. Section 5-6-6.** Except for police, military, and certain other personnel described in Boulder's code, it is illegal for anyone to possess fireworks in any public or private place or to explode fireworks anywhere with the City of Boulder, without first having obtained a permit.

### **NUISANCE PARTY ORDINANCE**

**Nuisance Party Prohibited, B.R.C. Section 5-3-11.** A nuisance party is a gathering at which one of a number of violations of Boulder's code provisions occurs. These include the unlawful consumption of alcohol, the unlawful provision of alcohol to minors, property damage, littering, fighting, obstruction of traffic, or the generation of excessive noise.

A nuisance party is also any party at which an open keg of beer is located in the front yard setback, on the front porch, or in any side yard, of a property.

Any person convicted of holding a nuisance party can be criminally prosecuted and sentenced to a fine of up to \$1,000 and 90 days in jail.

### **BEAR CONTAINERS, TRASH, DUMPING, FURNITURE, WEEDS, AND SNOW REMOVAL ORDINANCES**

**\*Bear-Resistant Containers Required, B.R.C. Section 6-3-12.** Residents south of Sumac and west of Broadway must store trash and compost in bear-resistant containers, enclosures and/or dumpsters, or keep trash and compost securely stored within a structure at all times until the moment of pick-up. Do not overfill containers, and ensure the lids are secure and locked. Contact the waste hauler to repair or replace any trash or compost container that is not remaining locked.

**\*Accumulation of Trash, Recyclables, and Compostables Prohibited, B.R.C. Section 6-3-3 (a).** Owners, occupants, managers, operators, and employees are responsible for maintaining the exterior cleanliness of any and all properties and their adjacent right of ways including: single family dwellings, multi-family dwellings, private clubs, and commercial or industrial establishments.

Parties must prevent the accumulation of trash, recyclables, and compostables that are visible to the public. Any accumulation must be removed frequently enough that it causes no putrid odors. Remove or repair broken or damaged windows. Exception: Tenants whose lease specifies the landlord is responsible for maintenance of the dwelling; tenants should report broken or damaged windows to their landlord.



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Parties must not allow any more than three newspapers or other periodicals to remain lying visible to the public more than 24 hours after delivery.

**Trash Contract Required, B.R.C. Section 6-3-3 (b).** Every property owner is required to maintain a valid contract with a commercial trash hauler for the weekly removal of accumulated trash. Tenants should understand the manner in which trash and recycling are to be dealt with at their rental unit.

**Illegal Dumping, B.R.C. Section 5-4-12.** No person shall deposit any trash, refuse, garbage, furniture, or rubble in any dumpster or on any property without the express consent of the owner or person in control of the property.

**Outdoor Furniture Restricted, B.R.C. Section 5-4-16.** Residents of the University Hill neighborhood may not place, use, keep, store, or maintain any upholstered furniture or mattress not intended for outdoor use in any outside areas of the property.

**\*Growth or Accumulation of Weeds Prohibited, B.R.C. Section 6-2-3.** It is a violation to allow weeds and/or grass to grow to a height greater than 12 inches.

**Duty to Keep Sidewalks Clear of Snow, B.R.C. Section 8-2-13.** Occupants of residential units and property managers are responsible for keeping public sidewalks and walkways abutting their residential premises clear of snow.

\*If the city finds a violation of any provision of these sections, the city, after issuance of a Notice of Agency Action, and an opportunity for a hearing under procedures prescribed by B.R.C. Chapter 1-3,, may impose a civil penalty according to the following schedule:

- (1) For a first violation of the provision, \$100.00;
- (2) For a second violation of the same provision, \$250.00;
- (3) For a third and subsequent violation of the same provision, \$500.00; and
- (4) The hearing officer may adjust the penalty or assign participation in the city restorative justice program based on the evidence presented at a hearing.

The occupant (renter), agent, or owner may request a hearing within ten days of the date listed on the Notice of Agency Action by filing a request online . DO NOT PAY THE FINE UNTIL AFTER THE DISPOSITION OF THE HEARING.

### **PARKING ON (BLOCKING) SIDEWALK**

**Parking on a sidewalk Prohibited, B.R.C. Section 7-6-13 (a)(1).** No vehicle may be stopped or parked on a sidewalk or within a sidewalk area. This prohibits parking in a driveway in a manner that blocks a sidewalk.

### **MARIJUANA**

**Marijuana Odor Emissions, B.R.C. 5-10-6.** No person, tenant, occupant, or property owner shall permit the emission of marijuana odor from any source to result in detectable odors that interfere with the reasonable and comfortable use and enjoyment of another's property.



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**Marijuana Prohibited Acts, B.R.C. 6-14-13(a) and B.R.C. 6-16-13 (a).** It is prohibited to possess more than six marijuana plants without a marijuana business license (includes caregivers, home grows regardless). The six plant limit applies regardless of what doctor referral paperwork states they need to treat their condition. Marijuana extractions with butane or other volatile chemicals could result in a felony charge due to the possibility of serious injury when the process explodes.

## INTEREST DUE ON SECURITY DEPOSITS

**Interest Rates on Security Deposits, Sections B.R.C. 12-2-2 and 12-2-7.** Interest must be paid to tenants on any security deposit for residential leases.

**I have read and understand these disclosures and potential consequences including that if I violate these city regulations, my tenancy can be terminated and I can be subject to eviction.** This is to be signed by every tenant, other than minor children living with a supervising parent or other custodian.

## ADDITIONAL STATE DISCLOSURES

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Tenant Signature Date

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Tenant Signature Date

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Tenant Signature Date

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Tenant Signature Date

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Tenant Signature Date

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Tenant Signature Date

**SAMPLE REQUIRED TENANT RADON DISCLOSURE LANGUAGE (MUST BE IN BOLD TYPE):**

**THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL TENANTS HAVE AN INDOOR RADON TEST PERFORMED BEFORE LEASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL WHO IS CERTIFIED AND LICENSED. RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. A LANDLORD IS REQUIRED TO PROVIDE THE TENANT WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

I/WE \_\_\_\_\_ HEREBY DISCLOSE the following knowledge as the responsible party/realtor/owner/landlord/property manager of the property's radon concentration, including whether a radon test or tests have been conducted on the property; the most current records and reports pertaining to the radon concentrations within the property; a description of any radon concentrations detected or mitigation or remediation performed; and information regarding any radon mitigation system including a system description and documentation, if a radon mitigation system has been installed in the property.

CHECK ALL THAT APPLY:

\_\_\_\_\_ Yes, we have knowledge of one or more of the above items.

RADON INFORMATION: \_\_\_\_\_

\_\_\_\_\_ See attached disclosure documents regarding radon.

\_\_\_\_\_ No, I/we have no knowledge of the property's radon concentration,

\_\_\_\_\_ No, there are no current records and reports pertaining to the radon concentrations within the property,

\_\_\_\_\_ No, there are no known radon concentrations detected,

\_\_\_\_\_ There is no mitigation or remediation performed and there is no radon mitigation system installed on the property.

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant(s) Signature.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant(s) Signature

\_\_\_\_\_  
Date

\*This disclosure must include a copy of the most recent brochure published by the Department of Public Health and Environment found at <https://cdphe.colorado.gov/hm/radon-and-real-estate>

The law requires the tenant to acknowledge receipt of the disclosure by signing the disclosure. If a landlord fails to make the required disclosures, or does not make a reasonable effort to mitigate the radon within 180 days after being notified by a radon mitigation professional that the air concentration of radon on four (4) picocuries per liter or more, the tenant may void the lease agreement and vacate the property (on or after January 1, 2026, this remedy will not apply to leases that are one year or less in duration). A landlord breaches the warranty of habitability if the required disclosure is not made. For brokers that represent landlords, the Real Estate Commission has not promulgated a form. You may use a disclosure form that complies with 12-10-403(4)(b)(VI), C.R.S. Due to the complexity of this law and the potential for leases to be voided if the required disclosure is not properly made, it is recommended that you use a form that is created by an attorney.

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

## **LEAD-BASED PAINT DISCLOSURE (Rentals)**

**Attachment to Residential Lease or Rental Agreement for the Premises known as:**

\_\_\_\_\_  
Street Address City State Zip

### **WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY**

**Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation). The current penalty is up to \$16,000 for each violation.**

#### **Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

##### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

#### **Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment**

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period.
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):  
 Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 Landlord has knowledge of lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
3. Records and reports available to Landlord (check one box below):  
 Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
 Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_

#### **Tenant's Acknowledgment**

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home."

#### **Real Estate Licensee's Acknowledgment**

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

#### **Certification of Accuracy**

I certify that the statements I have made are accurate to the best of my knowledge.

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Landlord Date

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Tenant Date

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Landlord Date

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Tenant Date

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Real Estate Licensee (Listing) Date

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Real Estate Licensee (Leasing) Date