



Landlord-Tenant Handbook

Rights and Responsibilities for Residential Landlords and Tenants

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Community Mediation and Resolution Center
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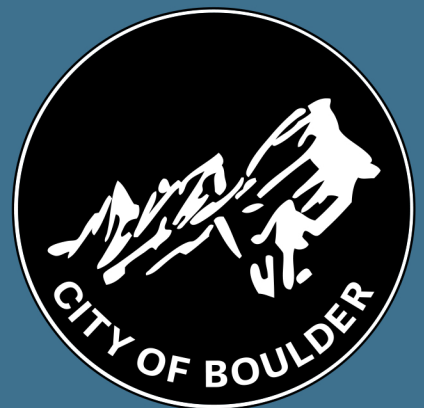


TABLE OF CONTENTS

TABLE OF CONTENTS	3
INTRODUCTION TO HANDBOOK	4
THE LANDLORD-TENANT RELATIONSHIP AND THE LEASE.....	5
MAINTENANCE, REPAIRS, AND CONDITION ISSUES.....	14
WARRANTY OF HABITABILITY	17
PRIVACY AND THE RIGHT OF QUIET ENJOYMENT.....	24
DISCRIMINATION PROTECTIONS.....	25
SALES AND FORECLOSURES	30
SUBLEASES AND ASSIGNMENTS	31
ENDING A LEASE	32
EVICTON AND EVICTON PREVENTION.....	34
SECURITY DEPOSIT	39
MISCELLANEOUS.....	43
RESOURCES	45

INTRODUCTION TO HANDBOOK

This handbook was prepared by the City of Boulder Community Mediation and Resolution Center (CMRC). It discusses laws concerning renting homes in Colorado and Boulder and describes best practices for residential rental properties.

Colorado Revised Statutes (CRS), the Boulder Revised Code (BRC), and the United States Code (USC), are laws that regulate rentals and are cited in this handbook. Understanding these laws can help both landlords and tenants when they sign a rental agreement, during the rental period, and when the rental ends.

The information in this handbook is up to date as of March 2025, but laws change, so it's always good to double-check. This handbook is not legal advice, rather it is a general guide. If you need specific help, it's best to talk to a lawyer or a qualified expert.

It's a good idea for landlords and tenants to try to solve their problems together before seeking outside assistance. If the parties can't resolve their differences on their own, residents of the city of Boulder can reach out to CMRC at 303-441-4364 or fill out a [form online](#) for help. CMRC has trained mediators who can help settle disagreements between landlords and tenants or between roommates. Meetings can happen online or in person, and there's no charge for this service. If initial attempts to resolve a landlord-tenant disagreement fail, consider seeking legal advice. Boulder City and County tenants facing eviction can seek legal help from Bridge to Justice at eviction@bridge2justice.org.

SUBJECTS BEYOND THE SCOPE OF THIS HANDBOOK

- **Mobile Homes:** Rules for mobile home parks often differ from those for regular rentals. See a separate guide on the City of Boulder website for more information.
- **Employer-Provided Housing:** If your housing is provided as part of your employment and depends on your continued employment, different rules may apply.
- **Exempt Properties:** Many rules may not apply to "exempt properties," such as commercial properties and single-family homes owned by landlords with five or fewer rental properties.
- **HUD Programs:** This guide may not fully address the complexities of Section 8 Housing Choice Vouchers (HCVs) and Project-Based Vouchers (PBVs).

THE LANDLORD-TENANT RELATIONSHIP AND THE LEASE

Communication and Documentation

- Communication between landlord and tenant is important for understanding and solving problems.
- Both sides should keep records of emails, text messages, notes, and photos. Make all agreements specific, **put them in writing**, and follow through with them. It is sometimes required in the lease that certain additional agreements such as lease amendments, extensions, or subleases be written and signed. The lease can say what types of communication should be used in different situations, but it is typically best for both landlords and tenants if communication is done primarily through email. There are risks to both parties if only an online portal is used as these communications can be lost as systems change.

What is a lease?

- A lease is a legally binding contract between a landlord and a tenant that allows the tenant to live in the landlord's property for a specified period in exchange for rent.
- In Boulder, all leases for rental periods of 30 days or more must be in writing.
- The lease should outline the rent amount, lease duration, and the rights and responsibilities of both the landlord and tenant, as well as any other language required by law.
- The lease must include the landlord's name and address. Any changes to this information must be provided to the tenant within one business day.
- Landlords and tenants should both be open to negotiating the terms of the lease before signing, but once a lease is signed, neither party can back out without consequences, unless by mutual agreement.
- The lease must be signed within 30 days after the rental period begins, and the landlord must provide a copy to each tenant within seven working days after all parties have signed or within 15 days after the date of signature by any tenant, whichever is sooner. The landlord may provide the tenant with an electronic copy of the lease unless the tenant requests a paper copy.
- A copy of the [Boulder Model Lease](#), endorsed by the City of Boulder, can be found on the city website.

Common Lease Terms

- **Rent:** Amount of money to be paid and when it is due (typically on the 1st of each month).
- **Grace periods and penalties:** Date when rent payment is considered late and what fees or forms of payment might be required when rent is late.
- **Term of Possession:** The length of time the lease is in effect (typically for 1 year, 6 months, or month-to-month).
- **Utility payments:** Who is responsible for paying for services such as water, sewage, trash, natural gas, internet, cable TV, electricity, etc.
- **Repairs:** Who is responsible for minor and major repairs to the rental property: appliances, plumbing, heating, and cooling units, etc.
- **Privacy:** Circumstances under which the landlord may enter the unit, including: the length of notice required to give the tenant, times of day for entry, whether the tenant must be present, emergencies, repairs, showing for sale or rental
- **Snow removal, garbage collection, lawn care:** Who will be responsible for such upkeep and who is providing the necessary tools
- **Sublet and/or assignments:** Requirements for replacing tenants during the lease term. In a “sublet” the original tenant is still responsible for all requirements under the original lease, in an “assignment” the new tenant takes over responsibility for all requirements of the original lease.
- **Security deposit guidelines:** How soon (maximum of 60 days) the final security deposit accounting will be delivered at the end of the lease term and whether an initial and final walk-through with the tenant will be made by the landlord, among other expectations
- **Use prohibitions:** Specific things that are not allowed such as pets or smoking. If there are no specific restrictions, a tenant may make use of a unit for any purpose not illegal or in violation of local ordinances or housing rules and which does not create a nuisance or cause damage to the property.
- **Other specific agreements:** Modifications and additions to lease agreements may be made by mutual consent of all parties as long as they are legal.

Types of Leases

Fixed Term Lease (Definite Term Lease)

- A fixed term lease is an agreement to rent a property for a specific amount of time, such as nine months or a year.
- Landlords may ask tenants to sign a new lease before the old one expires. There are currently no rules specifying how early a landlord can ask a tenant to sign a

new lease.

- In Colorado, for tenancies of one year or longer, landlords are generally obligated to offer a renewal lease to the tenant, unless certain exceptions apply. See section “Ending a Lease” for more information.

Month-to-Month Lease

- A month-to-month lease is an agreement to rent a property one month at a time, automatically renewing each month, until it is properly terminated by the landlord or the tenant.
- Landlords can raise the rent or change terms during a month-to-month lease, but they must give written notice as required by law and cannot raise it more than once in a 12 month period.
- To end a month to month lease, unless otherwise specified in the lease, either the landlord or the tenant must give at least:
 - 21 days' written notice if the tenant has resided there for less than 6 months
 - 28 days' written notice if the tenant has resided there for 6-12 months
 - For tenants who have resided there for longer than 12 months, go to section “Ending Your Lease” for more information
 - This notice should state the intended move-out date and can be delivered by mail or in person.
 - The notice should be prior to the end of the current rental period. If the monthly lease ends on the last day of the month, notice should be provided 21-days or 28 days before the end of that month.

Tenancy at Will

- A tenancy at will is an agreement without a specific ending time that continues as long as the landlord allows it.
- Either the landlord or the tenant can end a tenancy at will by providing a three-day “Notice to Quit,” (CRS §13-40-107(1)(d)).
- A tenancy at will exists only when the tenant has the landlord's permission to stay in the property. Staying without the landlord's permission can lead to eviction.

Holdover Tenant

- A holdover tenant is someone who remains in the property after their lease has

ended. This type of tenancy becomes a month-to-month tenancy if the landlord agrees to the holdover.

- A holdover tenant without the landlord's permission may face eviction.
- If the landlord allows a holdover tenant to stay, the original lease conditions continue to apply.
- Acceptance of rent by the landlord after the lease expires creates a holdover tenancy.

Lease Renewal

In Colorado, when a tenant has resided in a property for longer than 12 months, a landlord must demonstrate "cause" to justify non-renewal. (See Section on Ending a Lease).

Other Lease Considerations

Smoking

- Smokers are not a protected class, and property owners can decide if their apartments are smoking or non-smoking.
- In Colorado, the law prohibits smoking in restrooms, lobbies, hallways, and other common areas of apartments (CRS §25-14-204).
- If smoking causes damage to a rental property, the property owner can use the tenant's damage deposit to cover cleaning and repairs, and may collect additional money for damages that exceed the security deposit.
- Landlords and homeowner's associations can set additional rules about smoking on porches and balconies and allow smoking only a certain number of feet away from a building.

Marijuana

- In Colorado, adults over 21 can legally possess up to one ounce of marijuana and grow up to six plants.
- Landlords in Colorado can prohibit marijuana use, growing, or possession on their properties. This restriction should be included in the lease agreement, similar to rules about smoking or pets.
- Landlords must adhere to the Federal Fair Housing Act, which protects certain groups, including those using medical marijuana for disabilities. It's advisable for

landlords to consult a lawyer or the Colorado Division of Human Rights Fair Housing office if they have questions.

- There are specific guidelines for tenants and landlords from [Housing and Urban Development \(HUD\)](#) that apply to the possession, use, or growth of marijuana in rental properties that receive federal funding.

Renter's Insurance

- Renter's insurance is usually affordable and helps cover the loss of a tenant's personal belongings from damage or theft. It may also cover damage to the rental unit or neighboring units that was caused by the tenant and may help with other expenses.
- A tenant should be mindful of what is covered by their renter's insurance policy. Sometimes damage caused by things like fires (especially wildfires), or floods (if you live on a flood plain) will expressly be excluded from your insurance policy
- Landlords are allowed to require tenants to purchase renter's insurance. If the tenant does not want to purchase renter's insurance and the landlord says it is not negotiable, the landlord is not obligated to move forward with the leasing process.

Roommates: Joint and Several Liability

- Most leases create "joint and several liability" between multiple tenants, meaning that when more than one tenant signs a lease, each tenant is individually responsible for all of the conditions and responsibilities of the lease. For example, a landlord can demand the entire rent amount from any one tenant if that tenant's roommate(s) moves out without paying rent.
- To avoid problems, roommates should make a written "roommate agreement." This agreement should include:
 - How much rent each person will pay
 - Who pays for damages
 - How to split bills like electricity and water
 - How long they'll live together
 - What happens if someone moves out early
- The roommate agreement can address things like quiet hours, cleaning or guests, but it can't change the lease rules. A landlord has no obligation to enforce a roommate agreement.
- If disagreements arise that roommates can't resolve independently, mediation can be a valuable next step (see Resources)
- If there's a serious issue, usually only the landlord can evict a tenant. If tenants aren't sure who has the right to evict, they should talk to a lawyer. It's also a good

idea to get legal advice if there's any confusion about rights and responsibilities, especially in special situations, like subleasing.

Lease Modifications

- Lease terms can only be modified if both the landlord and tenant agree to the changes and the new terms are legal.
- To avoid miscommunication, it's best to put any changes in writing, signed and dated by both the landlord and tenant. **Do not rely on verbal agreements.**

Lease Disclosures

- In the city of Boulder, landlords must provide tenants with written information about certain city regulations (BRC §12-2-4), including: noise, bear resistant containers, fireworks, snow removal, the right to legal representation during an eviction, etc. Visit the city of Boulder website for a copy of the [lease disclosure](#).
- Colorado state law also requires landlords to provide a:
 - [Lead paint disclosure](#)
 - Specific notices about [Radon](#) including a radon disclosure and pamphlet.

Beware of Unenforceable Clauses

Leases sometimes contain rules that do not follow Colorado law and cannot be enforced. These rules should be eliminated before a lease is signed. Any party who has a question concerning the legality of a lease should talk to an attorney. The following is a list of example clauses a landlord cannot enforce:

- **Security Deposit Waiver:** A landlord cannot force a tenant to waive their right to a security deposit accounting and/or refund. (CRS §38-12-103) A tenant cannot be forced to give up their right to collect interest on their security deposit. (BRC §12-2-8).
- **Negligence Waiver:** A landlord can't be let off the hook for serious mistakes that cause problems for the tenant.
- **Military Service Rent:** If a tenant is called to military service, they can't be required to pay rent for the rest of the lease after showing proof to the landlord of their service (Federal Soldiers and Sailors Civil Relief Act; 50 USC App. § 534).
- **Warranty of Habitability:** A tenant can't give up their right to live in a safe and habitable place (CRS §38-12-501).
- **Illegal or "Self-Help" Evictions:** A landlord can't remove a tenant or their belongings without following the legal eviction process (CRS §38-12-510).

Walk-Through

- Landlords and tenants should do a walk-through of the property and fill out a move-in checklist. This checklist helps both parties understand the property's condition at the time of moving in. They should note any problems that need repairs and agree on when those repairs will be made. A move-out checklist should be completed during a final walk-through. Comparing the condition of the property before and after renting helps avoid disputes about the security deposit.
- It's also a good idea to take date-stamped photos or videos of the property at the beginning and end of the rental period. This shows the property's condition and helps ensure it is returned in a similar state, except for normal wear and tear.

Rental Applications and Background Checks

- Landlords may require credit and criminal background checks but must treat all applicants equally. If one applicant is required to undergo a background check, all applicants must be subject to the same process. (Fair Credit Reporting Act (FCRA) and state laws). Landlords must provide tenants with a copy of their credit report upon request. Tenants should be informed of their right to provide their own screening report during the lease application process. (CRS §38-12-904).
- Tenants may provide their own "Portable Screening Reports from independent credit reporting agencies (citation needed). These reports must include:
 - Tenant's name and contact information.
 - Employment and income verification.
 - Last known address.
 - Rental, credit, and criminal history for each relevant jurisdiction.
 - A clear timeframe for the reported information.
 - Landlords must accept these tenant-provided reports (with some exceptions).

Limitations on Screening Criteria

- Landlords cannot consider credit history older than 7 years (CRS §38-12-904).
- Credit scores and adverse credit cannot be considered for applicants using government subsidies (e.g., Section 8).
- Landlords cannot require income exceeding double the monthly rent (CRS §38-12-904).
- Landlords can only consider criminal history for prospective tenants that

occurred within the last five years. However, there are some exceptions to the look back period for serious convictions, such as drug manufacturing or distribution, possession of materials to make methamphetamines, sex offenses, homicide, and stalking.

Application Fees and Denials

- Landlords may only charge applicants fees that directly cover the cost of screening and processing applications. Any unused portion of an application fee must be refunded to the applicant within 20 days.
- If a rental application is denied, the landlord must provide the applicant with a written notice stating the specific reasons for the denial.

Security Deposit

- A security deposit, also known as a damage deposit, is money that a tenant pays to the landlord when they move in. This payment protects the landlord if the tenant violates the lease, such as not paying rent or causing damage (CRS §§38-12-101 through 104).
- The security deposit cannot exceed two months' rent, and the specific amount paid should be written in the lease agreement.
- Landlords are responsible for accounting for the deposit at the end of the lease term according to the lease and Colorado law, and they must refund any amounts that are due the tenant. (See section on Security Deposits)

Pet Deposits & Pet Rent

- A pet deposit is an extra payment made by the tenant to the landlord to allow their pet to stay in the property. This deposit cannot exceed \$300 and must be refunded at the end of the lease, minus any damages the tenant's pet has caused.
- Landlords may charge a monthly fee per pet, which is not refundable. This fee cannot be more than \$35 or 1.5% of the tenant's monthly rent, whichever is greater.
- Landlords have the option of charging both the refundable pet deposit and the pet rent for each pet (e.g. dog, cat, rabbit, etc.)
- Tenants should review their lease carefully to ensure they are aware of any fees related to having a pet in the property.

Prepaid Rent vs. Security Deposit

Some landlords ask for the last month's rent at the start of the lease. This is different from a security deposit. The last month's rent is used to pay for the final month in the home. If for some reason it is returned, for example if the lease ends early, the landlord doesn't have to pay any interest on that money.

Fees for Late Payment of Rent

If specified within the lease agreement, late fees may be assessed by landlords when rent is past due. The lease must state when rent is due and when rent is late.

A landlord may not:

- Charge a late fee unless the rent payment is late by at least 7 calendar days.
- Charge a late fee of more than \$50 or 5% of the amount of the past due rent payment, whichever is greater.
- Impose a late fee more than once for each late payment (CRS §38-2-105). For example, daily late fees may not be charged once the maximum amount of \$50 or 5% is reached.
- Charge interest on a late fee during the tenancy.
- Evict a tenant for the non-payment of a late fee.
- Recoup any amount of a late fee from a rent payment.
- A landlord must provide the tenant written notice of the late fee within 180 days after the date upon which the rent payment was due. (CRS 38-12-105).

MAINTENANCE, REPAIRS, AND CONDITION ISSUES

When it comes to maintenance and repairs of the rental property, both landlords and tenants have responsibilities set by law. However, some rules about maintenance and repairs can be decided by the landlord and may be different for each property. It's important for the lease to clearly state how maintenance and repairs will be handled so that the tenant understands the terms before signing the lease.

Landlord Responsibilities

Except for common areas and facilities in multi-unit properties, the landlord is responsible for repairs and maintenance in specific situations:

- The landlord must repair or maintain the property if there's a specific agreement (like a lease) that says they are responsible.
- If repairs are needed to meet the City of Boulder Housing Code (§10-2-1, et seq., BRC 1981), the landlord must make those repairs, unless the lease says the tenant is responsible.
- If the rental home is unsafe or not suitable for living (CRS §§38-12-501 thru 511), the landlord must repair it, or potentially, may allow the tenant to terminate the lease without penalty.
- If the rental home is dangerous to the tenant's health or safety (CRS §§38-12-501 thru 511), the landlord must repair it.

Tenant Responsibilities

In addition to any duties written in the lease, tenants are obligated to use the premises in a reasonably clean and safe, manner (CRS §38-12-504). Tenants are expected to:

- Follow building, health, and housing codes related to health and safety.
- Dispose of ashes, garbage, rubbish, and other waste in a clean, safe, and legal manner.
- Use in a reasonable manner all electrical, plumbing, heating, ventilation, air-conditioning, elevators, garbage containers, and other facilities.
- Conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment.

- Promptly notify the landlord of any maintenance issues, if the premises is uninhabitable as defined in CRS §38-12-505 or if there is a condition that could result in the premises becoming uninhabitable if not fixed.
- Cooperate with management to complete any required and/or requested maintenance.
- Not destroy, deface, damage or remove any part of the premises or knowingly permit any person within their control to do so.
- Take responsibility for the conduct of their guests or other people they allow into their home or onto the premises.

Beware of Withholding Rent for Repairs

- A tenant should generally not withhold rent until repairs are made. Similarly, it is risky for a tenant to make the repairs and then deduct the costs of repairs from the rent without prior written consent of the landlord.
- If a tenant withholds rent, the landlord may bring an eviction suit against the tenant for failing to pay rent. A repair claim may be used as a defense by the tenant against such an eviction in some situations. (CRS §38-12-507). Tenants are strongly encouraged to talk to an attorney if they are considering this option.

Rental Licensing

- A rental license is required for any residential rental property within the city of Boulder, with some exceptions (BRC §10-3-2(b)). Landlords must apply for a rental license through the city's Rental Housing Licensing Office.
- All rental properties must follow the Boulder Property Maintenance Code. This code sets basic rules to keep homes safe and healthy and includes important safety standards, such as:
 - Fire safety systems
 - Safe doors and walls
 - Working plumbing and water supply
 - Electrical services
 - Heating and cooking equipment
 - Windows and doors that lock
 - Pest control
- The city provides a list of approved inspectors who can inspect the rental property for compliance with the Property Maintenance Code before issuing a rental license.

- The status of a property's rental license can be verified by emailing the Rental Housing Licensing Office at rentalhousinglicensing@bouldercolorado.gov or by searching for a map of licensed residential rental properties on the City of Boulder website.
- For more information about exceptions to the rental license requirement, landlords can contact the Rental Housing Licensing Office directly or visit their webpage.

Repairs to Appliances and Amenities

- Amenities are things that tenants may enjoy having or make use of but are not required by code, such as dishwashers and internet devices. Landlords are not required to provide or repair amenities unless the lease specifies otherwise or if it results in a habitability issue. If not specified in the lease, repairs are performed at the landlord's discretion.
- However, landlords may have some obligations to repair certain amenities such as air conditioning if they were provided at the beginning of the lease. Tenants have the right to use air conditioning units, fans, or other cooling appliances, as long as they are legal and safe. While landlords are not obligated to provide air conditioning units, they must repair any provided units that break down.
- Tenants should inquire about the landlord's repair practices for appliances not covered by code before signing a lease. They should request that these responsibilities be defined in the lease or as a written addendum to the lease.
- Tenants are financially responsible for damages resulting from their own or their guests' abuse or negligence.
- Tenants must notify landlords when repairs are needed to ensure the issues are addressed properly. Repair expenses may be covered by insurance or an appliance warranty.

WARRANTY OF HABITABILITY

The warranty of habitability is a Colorado law that requires nearly every rental unit in the state to meet minimum safety and health standards (C.R.S. §38-12-505).

In most cases, tenants are legally guaranteed a safe and healthy living environment to ensure their properties do not endanger tenants' lives, health, or safety, regardless of whether they have a written lease. Landlords cannot waive or alter these requirements to ensure their properties do not endanger tenants' lives, health or safety.

What makes a place uninhabitable?

- **Missing essential features:** It lacks things like working appliances (that were legal when installed), weather protection (roof, walls, windows, doors), plumbing, hot and cold running water, heating, electrical lighting and wiring (that were legal when installed), clean and pest-free common areas, proper trash disposal, safe floors/stairs/railings, and working locks on exterior doors and windows. (see C.R.S §38-12-505 for full list).
- **Code violations:** Conditions violate building, housing, or health codes in a way that threatens the tenant's health or safety.
- **Environmental hazards:** The property needs cleanup after an environmental health event or if a meth lab was present.
- **Other unfit conditions:** Any other condition that makes the home unsafe to live in.

Important Notes about Uninhabitable Conditions

- Problems in common areas only make a unit uninhabitable if they impact the tenant's own living space.
- Landlords must ensure a property is habitable *before* renting it out. Renting out an uninhabitable unit breaks the warranty of habitability.
- Leases starting after January 1, 2025, *must* include a bolded statement (in English and Spanish) about tenants' rights to safe housing and the landlord's prohibition against retaliation, plus contact information for reporting uninhabitable conditions.

Conditions Presumed to be Uninhabitable

The law describes serious housing problems that are presumed to make a rental unit uninhabitable because they would significantly impact a tenant's health and safety. They include: leaks, gas hazards, lack of essential utilities (water, heat, electricity), safety

issues (locks, fire exits, electrical), plumbing/sewage problems, pests, and broken elevators (when needed for access). The landlord can disagree with the idea that something is a serious problem, but they must prove, very clearly and convincingly, that the problem doesn't truly affect the tenant's life, health, or safety.

Cooling Devices

Landlords generally can't ban portable cooling devices but *can* restrict them for safety reasons (code violations, damage, electrical overload). If electrical capacity is limited, priority must be given to tenants with disabilities. Any restrictions must be disclosed, along with information about nearby community cooling spaces.

Record-Keeping

- Landlords are required to keep records of all documentation related to potential habitability or safety issues, including:
 - Correspondence between landlord and tenant (letters, emails, text messages).
 - Notices issued by the landlord.
 - Documentation of actions taken by the landlord to address issues.
- These records must be kept for the entire tenancy and an additional three years afterward. Tenants have the right to ask for copies of these records which must be provided within 10 days.

Advance Notice for Entry

Landlords must provide at least 24-hours' notice before entering a unit for repairs, unless it's an emergency (for example, if there is a situation presenting a risk of substantial damage to the building, such as fire or flood). Emergency entry does not require advance notice. For bed bugs, the time period is 48 hours unless the tenant waives that time period (C.R.S §38-12-1004).

Natural Gas

Landlords are required to hire licensed professionals to address hazardous issues with gas piping, gas stoves, and gas appliances.

Tenant Responsibilities

- **Notify Landlord in Writing:** Promptly inform the landlord of any habitability issues, in writing, preferably via email, in addition to any manner required according to the lease. Leases signed after January 1, 2025, must inform tenants where to give landlord written requests to fix problems. Keep all written communications with the landlord (letters, texts, etc.) and back them up onto an online platform like email or a private cloud server in case proof is needed later.
- **Code Compliance:** Adhere to local housing, health, and building codes.
- **Cleanliness:** Keep the unit clean, safe, and sanitary. Properly dispose of garbage, ashes, and other waste.
- **Cooperate with the landlord during the repair process.** Be flexible with scheduling to allow entry for repair persons.

Exceptions - The Warranty of Habitability Does Not Apply To:

- Institutional housing (e.g., medical, educational, religious housing).
- Mobile homeowners (issues related to the mobile home park).
- Short-term hotel stays.
- Temporary housing like hunting cabins or tents.
- Housing provided for farming or livestock workers.
- Fraternities, sororities, and social organizations.
- Owner-occupied condominiums, employee or independent contractor housing provided in exchange for work.
- Single-family homes where the tenant agrees in writing to maintain certain aspects of the property as long as they have the requisite skills to perform the work.
- Additionally, the warranty does not apply to damage caused by the tenant, their family, or guests, except in cases where the tenant is a victim of domestic violence, abuse, stalking, or unlawful sexual behavior and the perpetrator of the crime has caused the damage.

What to Do When the Tenant Believes the Warranty of Habitability is Violated

- Landlords must be notified in writing about habitability issues before they are obligated to take action. This notice can be provided by the tenant, a government agency, another tenant, a landlord's employee, or other authorized individuals.

- Landlord's Response Timeline:
 - Urgent Issues (endangering life, health, or safety): Landlord must respond within 24 hours and begin repairs as soon as possible. Repairs must be completed within 7 days, unless there's a valid reason for the delay.
 - Non-Urgent Issues (general habitability concerns): Landlord must respond within 72 hours and begin repairs as soon as possible. Repairs must be completed within 14 days, unless there's a valid reason for the delay.

Temporary Housing

For urgent issues, landlords must provide information about temporary housing options, such as hotel rooms or alternate comparable units. Tenants must request temporary housing, and landlords have 24 hours to provide it, at their expense. Temporary housing must be comparable to the tenant's unit in terms of bed count, amenities (fridge, freezer, stove), and proximity (generally within 5 miles). Landlords are also responsible for additional relocation expenses like storage and transportation.

Options for Landlord's Failure to Maintain or Repair

If a landlord breaches the Warranty of Habitability and does not properly repair the home, tenants have several legal options. Tenants should consult a lawyer before taking any of these options:

- End the lease and move out: Tenants may be able to end the lease and stop paying rent if the landlord fails to address urgent or recurring issues within specified timelines.
- Contact the health department or building code enforcement agency: Tenants can report serious health or safety hazards to relevant authorities.
- File a lawsuit: Tenants can sue for damages or seek a court order to force the landlord to make repairs.
- Withhold rent for repairs: Tenants may be able to deduct repair costs from rent under specific circumstances but as mentioned above, this has potential risks. A tenant should consult with an attorney before withholding rent.
- Use habitability issues as a defense in eviction proceedings: Tenants can raise habitability issues as a defense if the landlord files an eviction suit.

Retaliation is Illegal

- Landlords cannot retaliate against tenants for exercising their rights, such as

complaining about habitability issues or organizing with other tenants. Retaliatory actions include rent increases, fee imposition, lease non-renewal, eviction threats, self-help evictions, and other forms of harassment.

- If a tenant believes their landlord is retaliating against them for reporting a warranty of habitability issue, they can file a lawsuit against the landlord, seeking damages such as up to three months' rent or three times their actual damages, and may also be able to terminate their lease. However, it's crucial to document the issue thoroughly and seek legal advice to prove the retaliatory action.

Mold

Colorado law protects tenants from harmful mold and dampness in their rental units. Landlords are responsible for addressing mold issues, but tenants must also take steps to prevent mold growth and should document all communication with the landlord.

Tenant Responsibilities

- Notification: Tenants must promptly notify their landlord of any mold or dampness issues.
- Maintenance: Tenants must maintain their unit to prevent mold growth, for example, running the fan or ventilating the bathroom while using the shower.

Landlord Responsibilities

- Response: Landlords must respond to mold issues within 24 hours for immediate health risks or 72 hours for non-emergency situations.
- Remediation: Landlords must take steps to address the mold, including:
 - Installing temporary solutions to reduce immediate risks.
 - Eliminating moisture sources.
 - Decontaminating or removing affected materials.
 - Testing for mold after repairs.
- Temporary Housing: In severe cases, landlords may be required to provide temporary housing (see the Warranty of Habitability section above).

If a landlord fails to address mold issues, tenants may:

- End the lease: Terminate the lease under specific circumstances (consult an attorney).
- Contact health authorities: Report the issue to the local health department.
- Take legal Action: Sue the landlord for damages or to force repairs.

- Withhold rent: Withhold rent to pay for repairs but this requires a very specific set of proper legal steps. If a tenant is considering this route, they should speak with an attorney who is experienced with the new Warranty of Habitability laws.

Carbon Monoxide (CO) Detectors

Colorado law requires most rental properties to provide Carbon Monoxide (CO) detectors with alarms. The landlord must maintain the detector. The tenant must notify the landlord in writing that the batteries need to be replaced or when the detector was stolen, removed, missing, expired or not operating.

- It is illegal for a tenant to remove the batteries from a CO detector unless the batteries are being changed, or inspection or maintenance of the alarm is being performed.
- No CO detector is required if the property has no fuel burning appliances and no attached garage (CRS §§38-45-101 thru 106).

Pests

- Boulder follows the International Property Maintenance Code (IPMC), which requires buildings to be kept free of insect and rodent infestations. It is the landlord's responsibility to ensure the home is free of pests when the tenant moves in.
- In a single-family home, the occupant is responsible for keeping the property free of rodents and pests. If a tenant creates an unclean situation that attracts pests, they need to help resolve the issue.
- In multiunit properties, the owner is responsible for pest control in common and exterior areas. If a tenant causes an infestation, both the owner and tenant share responsibility for pest elimination. If the infestation is due to structural defects, the owner is responsible for fixing it. The IPMC states that infestations should be handled using approved processes that are not harmful to human health. After pests are eliminated, both landlords and tenants should take steps to prevent them from returning.
- If a tenant is uncooperative with a landlord trying to address the pest problem (like not allowing exterminators access), it may shift some responsibility for the issue back to the tenant.
- If a landlord fails to correct a vermin problem after being informed of the issue in writing and having had a reasonable period to address the issue, a tenant may pursue a Warranty of Habitability claim (see Warranty of Habitability section).

Bed Bugs

- If a tenant finds bed bugs in their apartment, they should immediately notify their landlord in writing or according to their lease. The landlord is required to arrange an inspection by a qualified inspector within 96 hours of receiving the notification. If bed bugs are found, nearby units will also be inspected. The landlord must inform the tenant of the inspection results within two business days. If bed bugs are confirmed, treatment must begin within five days.
- The tenant must cooperate with the landlord, inspector, or pest control agent by allowing access to the apartment and preparing the space for treatment. Failure to do so may result in additional costs for the tenant.
- The landlord is responsible for paying for the initial inspection and treatment. However, they are not obligated to provide alternative housing or compensate the tenant for property damage. Tenants should consult their renter's insurance to determine if any of these costs are covered.

PRIVACY AND THE RIGHT OF QUIET ENJOYMENT

Privacy

- Tenants have a right to privacy in their homes. Landlords cannot enter the rental property without reasonable notice unless there is an emergency, or the lease gives them permission to do so. Before signing a lease, the tenant should understand the terms about privacy.
- Generally, landlords can enter for repairs or to show or inspect the property, with reasonable notice. A notice period for entry should be specified in the lease. 24 hours is a commonly accepted notice period.
- A landlord may enter without notice in an emergency. An emergency is a situation that needs immediate attention, like a broken pipe causing a flood, or a fire.
- If a tenant feels their privacy is being violated, they should talk to the landlord to make a clear agreement about when and why the landlord can enter. If they can't reach an agreement, they may want to get help from a lawyer or mediation service.
- Tenants should be careful about refusing to let the landlord in. Denying access without a good reason could lead to eviction, so it's best to consult a lawyer before refusing entry.

Covenant of Quiet Enjoyment

Whether your lease says so or not, Colorado law helps protect renters from problems caused by landlords that make it hard to live comfortably, even if these problems don't break any official safety codes.

For example, if a landlord is doing loud construction work next door that makes it hard for a tenant to enjoy their home, the landlord may not be following the covenant of quiet enjoyment. The tenant should notify the landlord in writing about the issue. If the landlord doesn't fix the problem in a reasonable amount of time, the tenant might have legal options to address it. However, if there are major issues caused by natural disasters or things out of the landlord's control, they may not be obligated to do anything.

DISCRIMINATION PROTECTIONS

Landlords, real estate agents, mortgage lenders, homeowners' associations, and others are subject to fair housing laws. These laws apply to various types of housing, including apartments, single-family homes, and mobile home parks. It is against Colorado law for landlords to discriminate against tenants based on:

- Disability
- Race
- Creed
- Color
- Sex
- Sexual orientation
- Religion
- Marital status
- Familial status
- National origin or ancestry
- Source of income (like Social Security, disability benefits, or housing vouchers)
- Hair texture or styles linked to race (such as braids, locks, or Afros)

This means landlords cannot refuse to rent, charge more in rent, or treat tenants differently for any of these reasons. In the City of Boulder, landlords cannot charge different rents or deposits, require different lease lengths, or use different rules when screening tenants based on these categories (BRC §12-1-2) Students are not considered a protected class.

Examples of Discriminatory Practices

- **Refusing to rent housing:** A landlord refuses to show or rent an apartment to a family with children.
- **Providing false information about housing availability:** A landlord tells a potential tenant that an apartment is already rented but later rents it to someone else.
- **Imposing discriminatory terms or conditions:** A landlord charges a higher security deposit to tenants with disabilities.
- **Harassing or intimidating tenants:** A landlord makes derogatory comments or threatens a tenant based on their race or religion.
- **Denying reasonable accommodations:** A landlord refuses to allow a tenant with a disability to have a service animal.

- **Discriminatory advertising:** An advertisement for an apartment includes the phrase, “Section 8 need not apply”.

Reasonable Accommodations

A disability is defined as a physical or mental impairment that substantially limits one or major life activities. People with disabilities may have trouble finding or keeping housing. To address this difficulty, they can request reasonable accommodations from their landlords.

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that allows the person to have equal use of the property they are renting. However, these accommodations must be necessary, not overly burdensome, and may not fundamentally alter the landlord's business. It's important to note that accommodations do not include structural changes to the property itself. If the disability is not obvious, the landlord may request verification from a qualified professional. This could include a doctor, psychologist, or social worker. A Landlord cannot request medical records for a tenant, even when evaluating a request for a reasonable accommodation or modification. A tenant does not have to disclose their specific disability.

Examples of reasonable accommodations in rental housing include:

- Allowing a service animal in a no-pets building.
- Providing information in different formats for tenants with visual impairments.
- Permitting a caretaker to live with a tenant who requires assistance.

To determine eligibility for reasonable accommodation, tenants can consider the following questions:

- Am I experiencing housing difficulties due to my disability?
- Will the requested accommodation help me obtain or maintain housing?
- Can I comply with my lease terms with the accommodation?
- Will the accommodation preserve the health, safety, and property of others in the building?

Requesting reasonable accommodation

1. Put the request in writing.
2. Provide supporting documentation such as medical records or letters from professionals.
3. Follow the procedures of the housing provider, if applicable.

The landlord must either approve the request or provide a reasonable explanation for denial. If a landlord unfairly denies a reasonable accommodation, it may constitute housing discrimination. In some situations there may be an appeals process. Tenants can contact an attorney or file a complaint with the Colorado Civil Rights Division or the U.S. Department of Housing and Urban Development (HUD).

The Fair Housing Act and the Americans with Disabilities Act (ADA) are separate laws. While they may offer similar protections in some areas, they have different scopes and specific requirements.

Assistance Animals

There are two types of assistance animals for people with disabilities:

- **Service Animals:** Trained to perform tasks.
- **Support Animals:** Provide emotional support (may not be trained).

Key Points for Landlords and Tenants:

- **Requests:** Tenants can request an assistance animal at any time.
- **Fees:** Landlords cannot charge extra for assistance animals, but can charge for damages.
- **Documentation:** Landlords may request documentation of the need for a support animal (especially if the disability is not visible).
- **Rules:** Assistance animals must still follow local animal control and public health rules.
- **Denials:** Landlords can only deny a request if it poses a significant burden, safety risk, or would cause substantial damage. They must discuss all options with the tenant before denying a request.

For detailed guidance, refer to the [Department of Housing and Urban Development guidelines](#) or consult with an attorney.

Domestic Violence Protection

- A victim of unlawful sexual behavior, stalking, or domestic violence can end their lease without penalty by providing proof, such as a police report from the last 60 days, a court-issued protection order, or a written statement from a medical professional (except for stalking cases), as outlined in CRS §24-30-2103 and CRS §38-12-401.
- Victims can leave their home for fear of danger to themselves or their children and

are only responsible for paying one month's rent after moving out, which is due within 90 days of their departure (CRS §38-12-402). However, landlords are not obligated to return the tenants security deposit until after they have received this rent payment from the tenant.

- Landlords cannot terminate a rental agreement or impose penalties on victims of domestic abuse, domestic violence, unlawful sexual conduct, or stalking who call the police, regardless of the nature of their relationship with the perpetrator. (CRS §38-12-402(1)).
- If a victim terminates their lease due to domestic abuse, the landlord cannot disclose this information to others, nor can they share the tenant's new address, unless required by law. (CRS §38-12-402(4)).
- The Federal Violence Against Women Act (VAWA) provides additional protections for survivors of domestic violence and prohibits their eviction.
- Under state law (CRS § 13-40-104(4), victims of domestic violence or domestic abuse may have a defense for an eviction due to a lease violation. A tenant cannot, however, use domestic violence as a defense for failure to pay rent.
- Requirements for the eviction defense for a lease violation:
 - The victim must have an "intimate relationship" (current or past) with the abuser.
 - The victim cannot be the abuser.
 - The domestic violence/abuse must be the direct cause of the eviction.
 - The domestic violence/abuse must be documented by a police report or a valid protection order.

As stated above, none of these rights can be waived by the terms of the lease.

If you or someone you know may need help, contact Safehouse Progressive Alliance for Nonviolence - www.safehousealliance.org, 303-444-2424.

Active Military Duty

- The Servicemembers Civil Relief Act allows people and their families to end a lease or pause eviction if they join the military, are called to active duty, moved to a new station, or are deployed to a different location.
- To end the lease, a service member must inform the landlord in writing and provide a copy of military orders or a letter from a commanding officer. The notice must show when they are moving or going on duty. If rent is paid monthly, the lease ends 30 days after the next rent payment is due. For example, if a service member gives notice on July 10 and rent is due on August 1, they must pay the August rent. The lease will officially end on August 31. Any rent paid in advance must be refunded within 30 days after the lease ends.
- The law protects service members and their families from eviction without a court

order during their military service. This protection applies as long as the home is mainly for living and the rent is no more than \$2,400, adjusted for statutory housing price inflation.

Immigration or Citizenship Status

Under the Immigrant Tenant Protection Act (CRS §38-12-1201-1205), landlords cannot:

- Request any information relating to immigration or citizenship status of a tenant unless the landlord is also the tenant's employer;
- Disclose or threaten to disclose information about a tenant's immigration or citizenship status or harass or intimidate a tenant for exercising their rights under this law;
- Refuse to enter into a rental agreement based solely on the tenant's immigration or citizenship status; or
- Bring any action to recover possession of the rental property because of the tenant's immigration or citizenship status.

SALES AND FORECLOSURES

Sale of Rental Property

- Landlords cannot end a lease early just because they want to sell the property unless the right to do so is written in the lease.
- When a rental property is sold, the new owner must follow the lease agreement including the rent amount and the end date of the lease. The terms of the lease may be changed if the tenant and the new owner agree to the changes.
- Tenants should keep paying rent to the original landlord until they receive a written notice signed by the original landlord, telling them to pay the new owner instead.
- There are two options for handling a tenant's security deposit when the property is sold. The original landlord can transfer the deposit to the new owner and inform the tenant in writing. The original owner should also transfer any documents regarding the condition of the property, such as a check-in sheet. Or, the original owner may return the deposit to the tenant according to the lease terms, minus any valid deductions. The new owner would then collect a new security deposit. With either option, the new owner should inspect the property and note any existing condition issues.

Foreclosure of Rental Property

In Colorado, renters living in a property that is being foreclosed have no guaranteed right to stay after the foreclosure happens. If you are a tenant, you may be able to talk to the new owner about staying in the property. If you reach an agreement, make sure to put it in writing and have everyone sign it.

SUBLEASES AND ASSIGNMENTS

A lease may allow, or may specifically prohibit, subleasing and/or assignments. Subleases and assignments can happen only with a landlord's permission, which should always be in writing for the protection of all parties. If a lease does not address subleasing and/or assignments, a landlord cannot unreasonably withhold consent.

Subleases and assignments are not the same thing, but the words are often used interchangeably, causing confusion.

Sublease

- A sublease is when the original tenant rents out the home to someone else within the time frame of the existing lease contract. The new tenant pays rent to the original tenant, while the original tenant still pays the landlord.
- The original tenant is responsible for paying the landlord. If the new tenant doesn't pay their rent, the original tenant still has to pay the landlord.
- The original tenant can ask the new tenant to sign a check-in/out sheet and may require a security deposit. They might also do a walk-through of the property.
- If the new tenant damages the property or breaks lease rules, the original tenant is still responsible to the landlord for those issues. The new tenant is responsible for paying damages to the original tenant.

Assignment

- An assignment of the lease involves transferring the original tenant's right to possession of the rental property to a new tenant.
- In an assignment, the new tenant is responsible for paying rent directly to the landlord.
- The original tenant may retain other obligations unless fully released from the contract by the landlord.
- Assignments typically require negotiation between the original tenant, the new tenant, and the landlord.

ENDING A LEASE

Lease Non-Renewal

If a tenant's lease is expiring, or if they are a month-to-month tenant, their landlord may have to meet certain requirements to end the tenancy. These "Just Cause Protections" do not apply in all cases, particularly if the tenant has lived in the property for less than 12 months.

If tenants have lived on the property for **less** than 12 months

The landlord needs to provide notice of non-renewal if they wish to end the tenancy. The notice period is between 1 and 28 days, depending on how long the tenant has lived there:

- 6 months to less than 1 year: 28 days' notice.
- 1 month to less than 6 months: 21 days' notice.
- 1 week to less than 1 month: 3 days' notice.
- Less than 1 week: 1 day's notice.

If tenants have lived on the property for **more** than 12 months

In Colorado, if a tenant has lived in their rental property for 12 months or more, they likely have "Just Cause" protection (C.R.S. § 38-12-1301 — 1307), even if they have a month-to-month lease. This means their landlord will generally offer either to renew their lease or continue on a month-to-month basis with similar terms to their current lease after those 12 months. The landlord can, however, change the rent amount. These "Just Cause" protections apply regardless of what the lease agreement says.

If a landlord does not comply with the Just Cause Protections, the tenant can use that as a defense to an eviction case.

A landlord in Colorado may choose not to renew a lease for the following legally acceptable reasons:

(for a complete list, consult (C.R.S. § 38-12-1301 — 1307):

- **Unauthorized Entry/Occupancy:** The tenant occupies the property without the knowledge or permission from landlord, such as squatting.

- **Rent/Payment Issues:** The tenant fails to pay rent as agreed. More than two late payments during the period of the rental agreement (rent is considered late if received more than 10 days after it's due)
- **Lease Violations:** The tenant materially breaches the lease agreement or repeatedly violates the lease terms after receiving notice.
- **No-Fault Evictions:** This is a specific legal category in Colorado (38-12-1303(3)). It generally refers to situations where the landlord isn't evicting due to something the tenant did wrong, but due to other circumstances (e.g., owner-occupied properties, short-term rentals, demolition/conversion, substantial repairs, landlord/family move-in, sale) Consult the specific statute for details.
- **Nuisance/Damage:** The tenant's conduct creates a nuisance, disturbs the quiet enjoyment of others, or negligently damages the property.

Even for the no-fault evictions, landlords must provide tenants with adequate notice, typically 90 days' notice to vacate. Each one of those circumstances has associated requirements and notices. It is important that the landlord consult the statute § 38-12-1303 for specific rules for each of these situations.

If parties have questions or concerns about the lease or eviction rights, it is advisable to consult with an attorney.

Early Termination of a Lease (Early Move Out)

- Early termination of a lease (also called breaking a lease contract) is a serious matter. Before a tenant signs a lease, they should understand what they need to do to properly terminate the lease if they want to or need to leave before the lease term expires.
- Tenants may be responsible for helping the landlord fill the vacancy, or for paying fees or other costs for breaking the lease.
- Generally, if a tenant breaks the lease, they are responsible for paying rent until the vacancy is filled. Landlords have an obligation to cooperate with tenants to fill a vacancy and should not unreasonably deny replacement tenants. Once the new tenant begins paying rent, the landlord cannot continue collecting rent from the original tenant for the same time period.
- There are certain circumstances in which a tenant can terminate their lease early with limited obligation (see sections on military service, domestic violence, warranty of habitability and quiet enjoyment) however it is advisable to consult with an attorney before exercising these rights.

EVICTIION AND EVICTION PREVENTION

“Forcible Entry and Unlawful Detainer” (FED) is the legal term for a lawsuit, typically brought by a landlord against a tenant, that might eventually lead to an eviction. Eviction happens when a court tells a tenant they must leave the property. Eviction can have serious effects and tenants should try to avoid being evicted. Some important things to know related to evictions:

- A landlord cannot evict without a court order.
- A landlord can evict one tenant from a lease, but tenants typically cannot evict each other, because they have the same rights as each other (most of the time). A tenant may be able to evict a subtenant.
- Eviction laws that apply to mobile home parks are different from other types of housing. [A separate guide with information on manufactured homes](#) is available. Also different are the laws that apply to commercial leases.
- The City of Boulder has a program to help tenants facing eviction. The Eviction Prevention and Rental Assistance Services (EPRAS) program may help people by providing legal advice and representation through contract attorneys, provide rental assistance in the form of money to the landlord, and [mediation](#). Tenants in manufactured housing communities may also qualify for these services.
- Contact EPRAS for help. If you live in the City of Boulder and are facing eviction, call 303-441-3414 or [submit a request for services](#).

Eviction Without a Court Order

- A landlord cannot evict a tenant without going through the proper legal process and obtaining a court order, except in rare cases. Rare cases include the cleanup of a drug lab, or clear evidence of abandonment (CRS § 38-12-510). (See section on abandonment). However, both of these can be risky, so a landlord should consider speaking with an attorney before taking any action, unless there is an emergency situation.
- Landlords cannot change the locks on the property, lock or block a tenant out, physically remove, or otherwise prevent a tenant from using the property without going through the legal process to obtain a court order.
- Landlords cannot stop essential services like heat, running water, hot water, electricity, gas, or remove doors, windows, or locks to the property, in an attempt to force a tenant from the property.
- Landlords cannot take a tenant’s belongings from the property without following the legal process (see Miscellaneous section) unless they have written permission from the tenant allowing them to do so.
- The penalty for taking any of these “self-help eviction” steps, as they are often called, can be quite steep on the landlord. While it can be more difficult for a tenant

to prove that a landlord acted “willfully” to exclude the tenant, the tenant can be awarded actual damages, reasonable attorney’s costs, court fees AND either three months rent or \$5000, whichever amount is higher. (CRS § 38-12-510(2)). These are powerful tools the legislature has put into place to prevent landlords from “taking the law into their own hands.”

In the Event of a Lockout Without a Court Order

If a tenant is locked out, prevented from entering their space, or believes they have had their essential services shut off to pressure them to leave, they should be careful what action they take in response. They may not force their way back into the premises. The tenant should call the police or sheriff and provide a copy of their lease to the officer. If the officer is satisfied the tenant has a right to be there, they may require the landlord to allow the tenant back into the property. The tenant should talk to an attorney for further guidance.

If a landlord intends to change the locks due to safety concerns or shut off any essential services to do maintenance, they should give as much advance notice in writing to the tenant as possible and try to work with the tenant to find a day and time that works best for both parties.

Eviction Process

Step 1: Reason for Eviction:

Nonpayment of Rent

- If a tenant fails to pay rent as agreed upon in the lease, the landlord must typically provide a 10-day Demand for Rent or Possession notice (or 30 days if the property is subject to the CARES act. The CARES act applies to government backed mortgages, properties in foreclosure, and rental properties receiving certain government benefits/assistance).
- This notice gives the tenant 10 days (or 30 days if CARES property) to pay the overdue rent or vacate the property. Even if the tenant moves out, they may still be responsible for any unpaid rent.
- If the tenant does not comply, the landlord can file an eviction lawsuit in court.

Lease Violations

- First Violation: A 10-day Demand (or 30 days for CARES property) for Compliance or Possession notice is issued, giving the tenant 10 days (or 30) to correct the violation or move out.

- **Second Violation of the Same Lease Condition:** A 10-day (or 30 days for CARES property) Notice to Quit for Repeat Violation is issued, requiring the tenant to vacate the property within 10 days (or 30).
- **Substantial Violation:** A 3-day Notice to Quit for Substantial Violation is issued for serious offenses like criminal activity or property damage, allowing immediate eviction.

Lease Expiration

- If a lease ends on a specific date, and the tenant does not qualify for protections under the "No Fault" eviction statute, neither party is required to give notice (see section on Ending a Lease), unless otherwise specified in the lease. The lease simply expires, and the tenant must vacate the property.

Step 2: Tenant's Response to the Notice

- **Contact the landlord:** reach out to the landlord to discuss the issue and potential solutions.
- **Seek assistance:** contact Eviction Prevention and Rental Assistance Services.
- **Explore options:**
 - Pay the overdue rent.
 - Do an initial “advice-only” consultation with an attorney to see if you might have any defenses to the eviction suit.
 - Request mediation, especially if you are entitled to mandatory mediation. (See below).
 - Seek rental assistance.
 - Negotiate a payment plan.
 - Negotiate a move-out timeline.
 - Remedy the lease violation.

Step 3: Mandatory Offer for Mediation

If a tenant receives SSDI, SSI, or Colorado Works Cash Assistance, the landlord is required to offer mediation in good faith before they can start the FED or “Eviction” lawsuit” (CRS § 13-40-110(1)(a)).

Step 4: Court Summons

If the issue remains unresolved, the landlord may file an eviction lawsuit. It is important that tenants access the following resources as soon as they think they might be facing an eviction, the sooner tenants take action the better:

- **Legal Services:** Attorneys can provide guidance on legal rights and options.

- **Potential Rental Assistance:** Financial assistance may be available to help pay rent.
- **Mediation:** A neutral third party can facilitate discussions between the tenant and landlord to reach a mutually agreeable solution.

If tenants receive a court summons for eviction it is crucial they appear in court on the specified date. This is the most critical step to avoid an eviction.

Step 5: Outcomes of Mediation

- **Case Dismissal:** If the tenant pays all outstanding rent and other money they owe before a judgment is entered, landlord must dismiss the eviction.
- **Pay or Move-Out Plan:** The parties may negotiate a timeline for the tenant to come up with the money owed (sometimes through rental assistance) or vacate the property by a certain date.

If negotiations fail and the parties cannot make a decision by themselves, the judge will either hear the case and make a ruling immediately or schedule a trial to determine the outcome.

Step 6 Court Proceedings if Not Resolved Through Mediation

- Tenant may file an answer with any potential defenses or counterclaims (lawsuits against the landlord).
- Parties may request a continuance for “good cause.” This is a formal request to delay the eviction hearing to a later date. These requests are very rarely granted.
- Judgment and Writ: The court issues a judgment (decision on who gets the property—usually against the tenant) and a writ of restitution (court order that allows the landlord to hire a sheriff’s deputy to remove the tenant and oversee the removal of the tenant’s belongings). This is the most likely outcome if the tenant fails to appear at court.

Step 7: Defending an Eviction and Going to Trial

If a tenant believes they have a valid reason to dispute an eviction, they can request a trial. However, it’s important to note that common reasons like job loss, illness, or poor living conditions are typically not considered valid legal defenses.

- To request a trial, the tenant must:
 - File an Answer: Submit a written response to the court explaining why they believe the eviction is unjustified.
 - Attend the Court Hearing: Appear in court on the scheduled date to present their case—these trials are often set 7-10 days from the tenants first appearance in court.

- At the trial, the tenant can:
 - Present evidence, such as lease agreements, financial records, or photographs.
 - Testify under oath.
 - Question witnesses.
 - Bring witnesses

Step 8 After an Eviction Judgment

If a landlord is granted a judgment for possession, they can obtain a Writ of Restitution from the sheriff. This allows the sheriff to forcibly remove the tenant from the property.

- Landlords can usually get this writ within 48 hours of the court's decision.
- They can then schedule the eviction with the sheriff's office after 10 days (if pre-filing mediation was required, this time period is 30 days).
- Before the eviction, the sheriff typically posts a green notice on the property door, giving the tenant 24-48 hours' warning.

Important Considerations

- **Suppression of Eviction Records:** Colorado law protects tenants by suppressing most eviction records unless a judgment for eviction is entered against the tenant. However, landlords can still discuss their experiences with the tenant's future landlords and are allowed to disclose in references that an eviction was filed, even if no eviction took place.
- **Legal Fees and Court Costs:** The winning party in an eviction case may be entitled to recover attorney's fees and court costs, but only if the lease agreement specifically allows for it.
- **Continued Rent Liability:** Tenants who vacate the property before the lease ends may still be responsible for rent, but this depends on the specific terms of the lease.
- **Timeframe:** The entire eviction process, from initial notice to final eviction, can take several weeks or even months.

It's crucial for tenants facing eviction to seek legal advice to understand their rights and options. The sooner a tenant speaks with an eviction defense attorney the more likely it is that the attorney may be able to find a defense or negotiate a more positive outcome.

SECURITY DEPOSIT

A security deposit, also called a damage deposit, is money that a tenant pays to the landlord before moving in. This deposit helps protect the landlord from issues like unpaid rent or damage to the property beyond normal wear and tear (CRS §§38-12-101 through 104).

- Landlords can't charge more than two months' rent for a security deposit. (CRS §38-12-102.5)
- Tenants cannot use the security deposit as an advance payment for rent without written consent of the landlord. If a tenant fails to pay rent, the landlord can keep the security deposit to cover their lost rent (CRS §38-12-103(1)).
- If the damage exceeds the amount of the security deposit, the landlord has the right to sue the tenant for the extra costs. Landlords may also sue for any unpaid rent.
- Unless required by code, a landlord may choose not to remedy damage caused by the tenant. The tenant is still financially responsible for damages. Landlords must repair any damage to certain appliances, essential services, or building infrastructure, as required by the Boulder Property Maintenance Code.

Return of Security Deposit

- According to Colorado law, tenants are entitled to a full return of their security deposit plus interest for City of Boulder properties if they follow all lease terms, pay rent on time, and do not cause damage beyond normal wear and tear. (CRS §38-12-103).
- The lease should specify how the security deposit will be returned. Tenants receiving their security deposit by mail should give their landlord a forwarding address.
- Landlords must return the security deposit or send a written itemized statement of deductions to the tenant and any remaining balance due within one month after the lease ends or move-out date (CRS §38-12-103(1)). This time period may be extended up to 60 days if written in the lease (CRS §38-12-103(1)).
- The itemized statement must explain exact reasons why any part of the deposit is being kept. If the landlord fails to provide this statement on time, they lose the right to keep any part of the security deposit, but they can still sue for damages, if they choose.

What is Normal Wear and Tear?

- Normal wear and tear refers to the natural deterioration that happens in a rental

unit when it is used as intended and is not damaged due to neglect, accidents, or misuse by the tenant or their guests (CRS §38-12-102 (1)).

- Examples of normal wear and tear include worn areas of carpet from typical foot traffic. Damages beyond normal wear and tear are stains on carpet, tears in carpet, or pet urine on carpet.
- If a tenant causes damage beyond normal wear and tear they should talk to the landlord before making any repairs, as the repairs may not meet the landlord's standards.

Reasons to Withhold Money from a Security Deposit

- Damages beyond normal wear and tear.
- Unpaid utility bills.
- Past due rent.
- Future rent through the end of the lease term or the re-rent date, whichever occurs first.
- Unpaid late fees.
- Legal fees for eviction if provided for in the lease.
- Advertising expenses.
- Cleaning is necessary to return the property to the condition it was in when the tenant moved in, less normal wear and tear.
- Any cleaning specified in the lease as standard upon moveout, such as professional cleaning of carpets.
- Any other breach of the lease causing financial damage to the landlord.

Determining Deductions for Damage

- Work estimates from repair people for labor or materials can help landlords figure out how much to deduct from security deposits.
- Landlords usually cannot charge the full replacement value for damaged items; they must charge the depreciated value. Depreciated value should be a reasonable estimate based on the original cost, life expectancy, and current age of the item.

Recourse for Withheld Security Deposit

- If the landlord does not return the full security deposit within 30 days (or 60 days if the lease says so) or does not provide a list of deductions along with any

remaining balance, they lose the right to keep any of the security deposit. (CRS §38-12-103(2)); *Mishkin Young*, 107 P.3d 393 (Colo. 2005).

- Losing this right does not stop the landlord from suing the tenant for damages later.

Negotiation

- If the tenant doesn't agree with the deductions, they should try to talk to the landlord about what they believe is fair.
- It helps to show the landlord proof, like photos, videos, and repair quotes, to support their case.
- Asking the landlord for a deadline to respond can help the tenant plan what to do next if they are not happy with the landlord's answer.
- If talking doesn't resolve the situation, tenants and landlords might find it better to discuss the issue in mediation, allowing both sides to hear each other's views and share their proof.

Seven Day Demand Letter

- A seven-day demand letter is used by a tenant to officially request the return of the damage deposit they feel was unfairly kept. If the landlord does not return it, (or an amount the tenant is satisfied with), within seven days, the tenant may sue for treble (three times) the withheld amount.
- The letter must be sent by a method that can be tracked. The tenant can also send a second copy by regular mail or email. The tenant should keep a copy of the letter along with proof that it was sent to the correct address, and that delivery was made or attempted. If the dispute escalates to court, the tenant will need to prove they sent the letter to the proper address.
- The landlord has seven days, including weekends, to respond to the letter. If the landlord returns the deposit or pays the disputed amount within this time, the tenant cannot sue for three times the withheld amount.
- If the landlord does not comply within seven days, the tenant has the right to sue for treble damages, meaning they can ask for three times the amount of the withheld deposit. Tenants should understand the landlord may countersue for more damages than they originally withheld, including unpaid utilities or rent, and that the losing party in a court case may have to pay the court costs and attorney's fees.
- [A template for the Seven Day Demand Letter](#) is available on the city website.

Mediation

For properties in the City of Boulder or Boulder County (not including Longmont), call CMRC at 303-441-4364 to ask for mediation instead of going to court. Mediation is usually faster and less stressful than court. Neutral mediators will help both sides talk and negotiate, often leading to agreements that both parties think are fair and that can be adjusted to fit their needs. There is no fee for this service.

Interest on Security Deposit

- Under Boulder Revised Code §12-2-5, the tenant is the owner of the security deposit. Tenants cannot agree to give up this right in the lease contract.
- The landlord is responsible for paying interest on the security deposit at the end of the lease. This interest is calculated as simple interest.
- The landlord must pay the interest within one month after the lease ends or the tenant moves out, but they can take up to 60 days if stated in the lease.
- The landlord can only withhold interest for the same reasons they may legally withhold from the security deposit, such as unpaid rent or utilities.
- If the interest is kept wrongfully, tenants can claim treble damages or \$100, whichever is more, along with attorney's fees and court costs, as stated in BRC §12-2-6(c). Tenants must give the landlord at least seven days of written notice to correct the problem before taking legal action.

Determining Interest Rates on Security Deposits

- The interest rate for security deposits is determined by the city manager based on the average rates from one-year certificates of deposit offered by three banks in Boulder.
- The interest rate is adjusted annually, calculated on December 15. The rate is published in a local newspaper and/or posted on the city's website, making it accessible to the public.
- [Interest rate information and a calculation formula](#) are available on the city website.

MISCELLANEOUS

Abandonment of the Rental Property and Abandoned Belongings

- A tenant abandons a property when they leave before their lease ends without properly ending the lease. Most leases explain how they should be properly ended.
- A landlord may reclaim possession of the property without initiating eviction proceedings only if they are certain of abandonment. Circumstances that *might* suggest abandonment include:
 - The tenant returns the keys.
 - The tenant removes a substantial portion of their personal belongings.
 - The tenant provides formal notice of their intent to vacate.
 - The tenant is absent for an extended period and fails to pay rent.
- It is essential to understand that these are circumstantial indications only. A landlord should exercise extreme caution and seek legal advice if there is any doubt about whether the property has been genuinely abandoned. Wrongful eviction can result in significant legal consequences.
- If a landlord believes a property is abandoned and is still in contact with the tenant, they should get a written agreement stating the tenant is surrendering the property and any remaining belongings. This protects both parties and avoids a potentially damaging eviction.
- If the landlord can't get written permission from the tenant and does not want to risk legal issues, they can follow the eviction process to reduce their liability.

Occupancy Limits

- Occupancy cannot be restricted by the number of unrelated people who may live together in one home (Colorado House Bill 2024-1007 (HB24-1007)). However, local governments are allowed to enforce occupancy limits based on health and safety standards, fire regulations, or other public health concerns.
- The City of Boulder will continue to enforce the [International Property Maintenance Code \(IPMC\)](#) to limit residential occupancy based on the number and size of bedrooms in each dwelling unit. The IPMC requires that each bedroom be no fewer than 70 square feet in size, with a minimum of 50 square feet per occupant of a bedroom. In addition, minimum areas for living and dining rooms are based on the number of occupants of the dwelling unit.
- To learn more about occupancy rules, contact the Planning Department at 303-441-1880 or check the City of Boulder website.

Rent Increases and Rent Control

- A landlord is prohibited from increasing rent more than once within a twelve-month period of consecutive occupancy by the same tenant (CRS § 38-12-701).
- The rent amount cannot be changed during a lease term, except by agreement of the parties.
- In the absence of a written lease agreement, rent can be increased with a 60-day written notice (CRS § 38-12-701).
- In Colorado, there are no laws that restrict the amount of rent a landlord can charge, but if a tenant has lived in a unit for more than one year it is possible a court might find too high of an increase to be “unreasonable” if the landlord is using CRS § 38-12-1303(3)(e) to justify bringing an eviction.

Short-Term Rentals

The City of Boulder's short-term rental ordinance allows Boulder homeowners to apply for a license to rent their principal residence for less than 30 days at a time, (Boulder City Ordinance No. 8154). A tenant with a fixed term or month-to-month lease may not, even with the owner's permission, rent out the leased unit as a short-term rental. See the City of Boulder website for additional information on short-term rentals.

Homeowners' Associations

- Homeowners' associations (HOAs) manage places like condominiums, townhomes, and some houses. If a tenant rents a property in an HOA, they must follow the HOA's rules (also called bylaws, or covenants). Typical HOA rules address parking, pets, outdoor storage, noise, smoking and more. The HOA, property owner, or property manager should provide these rules to the tenant.
- If an HOA rule is broken, the HOA may fine the landlord. If the tenant is the one who broke the rule, the landlord can charge the tenant for any fines and may start an eviction process if the behavior doesn't stop.
- For more information, check with the State of Colorado Department of Regulatory Agencies (DORA) HOA Information and Resource Center.

For more information, contact the Community Mediation and Resolution Center at 303-441-4364 or submit a request for services [using the online form](#).

RESOURCES

Mediation

**City of Boulder
Community Mediation
and Resolution Center**
bouldercolorado.gov/community-mediation-and-resolution-center
303-441-436

**Longmont Mediation
Service**
longmontcolorado.gov/community-and-neighborhood-resources
303-651-8444

**Mediation Association of
Colorado**
coloradomediation.org
303-322-9275

City and County

**City of Boulder Eviction
Prevention and Rental
Assistance Services**
bouldercolorado.gov/services/eviction-prevention-and-rental-assistance-services-program
303-441-3414

**City of Boulder Planning
& Development Services**
Code enforcement of
building code & safety
bouldercolorado.gov/government/departments/planning-development-services
303-441-1880

**City of Boulder Office of
Human Rights**
bouldercolorado.gov/services/human-rights-ordinance
303-441-4197

**Housing Inspection and
Rental Licensing**
bouldercolorado.gov/guide/rental-housing-licensing
303-441-3152

**City of Boulder Animal
Protection**
bouldercolorado.gov/services/animal-protection
303-441-1874

**Boulder County Health
Department Indoor Air
Quality**
Mold, lead, etc.
bouldercounty.org/departments/public-health
303-441-1564

**Boulder Police-Code
Enforcement Unit**
Weeds, trash, snow, noise
bouldercolorado.gov/services/code-enforcement-unit
303-441-3333

Colorado

**Colorado Department of
Public Health and
Environment**
Indoor air quality
colorado.gov/pacific/cdphe
303-692-2000

**Colorado Division of Fair
Housing**
cdola.colorado.gov/fair-housing-resources
303-864-7810

**Colorado Civil Rights and
Discrimination**
ccrd.colorado.gov/discrimination
303-894-2997

University of Colorado

Student Off Campus Housing and Neighborhood Relations

www.colorado.edu/offcampus/
303-492-7053

CU Boulder Student Legal Services (for CU students)

www.cubouldersls.com
303-492-6813

Legal

Colorado Revised Statutes

[leg.colorado.gov/agencies/
office-legislative-legal-
services/colorado-revised-
statutes](http://leg.colorado.gov/agencies/office-legislative-legal-services/colorado-revised-statutes)

Small Claims Court

[www.courts.state.co.us/Sel
f_Help/countycivilappeal](http://www.courts.state.co.us/Self_Help/countycivilappeal)
303-441-3750

Boulder Municipal Codes
[library.municode.com/co/bo
ulder/codes/municipal cod
e](http://library.municode.com/co/boulder/codes/municipal_code)

Bridge to Justice

Legal services for tenants
facing evictions
boulderbridgetojustice.org
303-443-1038
[eviction@bridge2justice.or
g](mailto:eviction@bridge2justice.org)

Boulder County Bar Association

www.boulder-bar.org
303-440-4758

Colorado Judicial Website

www.courts.state.co.us

CU Legal Clinic

[colorado.edu/law/academic
s](http://colorado.edu/law/academic_s)
303-492-8126

Colorado Legal Services (Boulder office)

coloradolegalservices.org
303-449-7575

Rocky Mountain Legal Center

rmlegal.org
720-242-8642

Credit and Criminal Background Checks

TransUnion

www.transunion.com
800-888-4213

Experian

www.experian.com
800-397-3742

Equifax

www.equifax.com/personal
800-685-1111

Federal Trade Commission

www.ftc.gov

Colorado Bureau of Investigation

www.cbirecordscheck.com
303-239-4208

Miscellaneous

Boulder Area Rental Housing Association

www.barhaonline.org
303-494-9048