

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

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 23-0478.01 Richard Sweetman x4333

HOUSE BILL 23-1171

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A BILL FOR AN ACT

101 **CONCERNING REQUIRING JUST CAUSE FOR THE EVICTION OF A TENANT**
102 **FROM A RESIDENTIAL PREMISES.**

Bill Summary

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

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

- The tenant continues to fail to pay rent after the landlord provides the tenant timely written notice of such nonpayment;
- The tenant commits a substantial violation and does not

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

HOUSE
Amended 2nd Reading
March 14, 2023

cure it within 10 days after the landlord provides the tenant written notice of the substantial violation;

- Conditions exist for a no-fault eviction;
- The tenant refuses to allow the landlord to enter the residential premises after the landlord has provided written notice of such entry at least 48 hours before attempting such entry, unless the rental agreement specifies a longer period of advanced written notice; or
- The tenant refuses to sign a new rental agreement with terms that are substantially identical to the tenant's current rental agreement, so long as the landlord proffers the new rental agreement at least 30 days before the expiration of the current rental agreement.

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

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises; or
- Occupancy of the residential premises assumed by the landlord or a family member of the landlord.

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

- An individual who is less than 18 years of age or at least 60 years of age;
- A low-income individual; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant of a residential premises in violation of the new provisions, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant.

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

2 **SECTION 1. Legislative declaration.** The general assembly
3 finds and declares that this act is reasonable and necessary for the
4 important public purposes of preventing arbitrary displacement of
5 individuals, protecting safety, and promoting public health and should be
6 construed broadly to achieve these purposes.

7 **SECTION 2.** In Colorado Revised Statutes, add part 13 to article

1 12 of title 38 as follows:

2

PART 13

3

JUST CAUSE EVICTION POLICY

4

38-12-1301. Definitions. AS USED IN THIS PART 13, UNLESS THE

5

CONTEXT OTHERWISE REQUIRES:

6

(1) "AREA MEDIAN INCOME" HAS THE MEANING SET FORTH IN

7

SECTION 24-32-721 (2)(f).

8

(2) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION

9

38-12-502 (3).

10

(3) "JUST CAUSE" MEANS A CIRCUMSTANCE DESCRIBED IN SECTION

11

38-12-1303 (2).

12

(4) "LANDLORD" MEANS A LANDLORD, AS DEFINED IN SECTION

13

38-12-502 (5); EXCEPT THAT "LANDLORD" DOES NOT INCLUDE THE

14

MANAGEMENT OR LANDLORD OF A MOBILE HOME PARK, AS DEFINED IN

15

SECTION 38-12-201.5 (3), UNLESS:

16

(a) THE MANAGEMENT OR LANDLORD OF A MOBILE HOME PARK IS

17

RENTING BOTH A MOBILE HOME SPACE, AS DEFINED IN SECTION

18

38-12-201.5 (7), AND A MOBILE HOME, AS DEFINED IN SECTION

19

38-12-201.5 (5), TO A MOBILE HOME PARK RESIDENT, AS DEFINED IN

20

SECTION 38-12-201.5 (11); AND

21

(b) THE MOBILE HOME PARK RESIDENT IS NOT RESIDING UNDER A

22

LEASE-TO-OWN AGREEMENT.

23

(5) "LOW-INCOME INDIVIDUAL" MEANS AN INDIVIDUAL WHOSE

24

TOTAL INCOME IS NO GREATER THAN EIGHTY PERCENT OF THE AREA

25

MEDIAN INCOME.

26

(6) "MISSION-DRIVEN ORGANIZATION" MEANS AN ORGANIZATION

27

IN GOOD STANDING WITH THE SECRETARY OF STATE THAT IS:

1 (a) A PUBLIC HOUSING AUTHORITY CREATED UNDER SECTION
2 29-1-204.5 OR PART 2 OR PART 5 OF ARTICLE 4 OF TITLE 29; OR

3 (b) EXEMPT FROM TAXATION PURSUANT TO SECTION 501 (a) OF
4 THE FEDERAL "INTERNAL REVENUE CODE OF 1986", AS AMENDED, AND
5 LISTED AS AN EXEMPT ORGANIZATION IN SECTION 501 (c)(3) OF THE
6 FEDERAL "INTERNAL REVENUE CODE OF 1986", AS AMENDED.

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

10 (8) "PROPER SERVICE" MEANS:

11 (a) PERSONAL DELIVERY OF A WRITTEN NOTICE, AS DESCRIBED IN
12 SECTION 38-12-1303 (3), TO EVERY TENANT AT LEAST EIGHTEEN YEARS OF
13 AGE WHO LAWFULLY OCCUPIES A RESIDENTIAL PREMISES; OR

14 (b) POSTING A WRITTEN NOTICE IN A LOCATION THAT IS
15 CONSPICUOUS TO A TENANT AND MAILING THE WRITTEN NOTICE TO THE
16 TENANT BY FIRST-CLASS MAIL AFTER FIRST ATTEMPTING PERSONAL
17 SERVICE OF THE WRITTEN NOTICE, WHICH ATTEMPT IS MADE BY A
18 LANDLORD OR BY A LANDLORD'S PROCESS SERVER AT LEAST ONCE ON
19 EACH OF TWO SEPARATE DAYS.

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

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

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

26 (12) "SHORT-TERM RENTAL PROPERTY" MEANS A BUILDING OR A
27 PORTION OF A BUILDING THAT IS DESIGNED AS A PLACE OF RESIDENCE AND

1 LEASED FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR
2 REMUNERATION.

3 (13)(a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER
4 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE
5 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN
6 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES
7 FOR AT LEAST SIXTY DAYS:

8 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY
9 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH
10 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A
11 GOVERNMENTAL AGENCY; OR

12 (II) THE ABATEMENT OF HAZARDOUS MATERIALS, INCLUDING
13 LEAD-BASED PAINT, MOLD, OR ASBESTOS, IN ACCORDANCE WITH
14 APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

15 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE
16 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND
17 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH
18 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL
19 PREMISES.

20 (14) "SUBSTANTIAL VIOLATION" HAS THE MEANING SET FORTH IN
21 SECTION 13-40-107.5 (3).

22 (15) "TENANT" HAS THE MEANING SET FORTH IN SECTION
23 38-12-502 (9); EXCEPT THAT "TENANT" DOES NOT INCLUDE A HOME
24 OWNER, AS DEFINED IN SECTION 38-12-201.5 (2).

25 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY
26 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT, THIS PART 13 DOES
27 NOT APPLY TO:

- 1 (a) A SHORT-TERM RENTAL PROPERTY;
- 2 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL
- 3 PREMISES IF:
 - 4 (I) THE OWNER LIVES IN AND MAINTAINS THE RESIDENTIAL
 - 5 PREMISES AS THE OWNER'S PRIMARY RESIDENCE; AND
 - 6 (II) THE RESIDENTIAL PREMISES IS NOT A MULTIFAMILY PROPERTY;
 - 7 OR
 - 8 (c) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5
 - 9 (7), THAT IS LEASED TO A HOME OWNER, AS DEFINED IN SECTION
 - 10 38-12-201.5 (2), OR TO OTHER TENANTS OCCUPYING THE MOBILE HOME
 - 11 SPACE PURSUANT TO A LEASE-TO-OWN AGREEMENT, PURCHASE OPTION, OR
 - 12 SIMILAR AGREEMENT.

13 **38-12-1303. Just cause for eviction required - no-fault**
14 **evictions.** (1) NOTWITHSTANDING ANY PROVISION OF ARTICLE 40 OF
15 TITLE 13, A LANDLORD SHALL NOT PROCEED WITH AN EVICTION OF A
16 TENANT UNDER ANY PROVISION OF ARTICLE 40 OF TITLE 13 UNLESS THE
17 LANDLORD HAS JUST CAUSE FOR EVICTION.

18 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, "JUST
19 CAUSE" EXISTS ONLY WHEN THE CONDITIONS IN SECTION 13-40-104
20 (1)(d), (1)(d.5), (1)(e), (1)(e.5), (1)(e.7), (1)(g), (1)(h), OR (1)(i) OR WHEN
21 CONDITIONS EXIST FOR A NO-FAULT EVICTION, AS DESCRIBED IN
22 SUBSECTION (3) OF THIS SECTION.

23 (3) EXCEPT AS DESCRIBED IN SUBSECTION (4) OF THIS SECTION, THE
24 FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A NO-FAULT EVICTION
25 OF A TENANT:

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

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

5 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS TO VACATE THE
6 RESIDENTIAL PREMISES; AND

7 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
8 OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH THAT INCLUDES:

9 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
10 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST NINETY DAYS
11 AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN
12 NOTICE TO THE TENANT; AND

13 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR
14 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL
15 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL
16 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT.

17 (b) **Substantial repairs or renovations.** (I) EXCEPT AS
18 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD
19 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A
20 RESIDENTIAL PREMISES, THE LANDLORD MAY PROCEED WITH A NO-FAULT
21 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES SO LONG AS THE
22 LANDLORD:

23 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS TO VACATE THE
24 RESIDENTIAL PREMISES;

25 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
26 OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH THAT INCLUDES THE
27 DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES,

1 WHICH DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON
2 WHICH THE LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

3 (C) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE
4 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S
5 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES; AND

6
7 (D) OFFERS THE TENANT THE FIRST RIGHT TO RETURN TO THE
8 RESIDENTIAL PREMISES UPON THE COMPLETION OF THE SUBSTANTIAL
9 REPAIRS OR RENOVATIONS PURSUANT TO A RENTAL AGREEMENT OF
10 SUBSTANTIALLY THE SAME TERMS, INCLUDING TERMS ESTABLISHING RENT
11 IN THE SAME AMOUNT OR IN A REASONABLY INCREASED AMOUNT; EXCEPT
12 THAT A LANDLORD MAY ALSO INCREASE RENT BY AN AMOUNT THAT
13 REASONABLY REFLECTS IMPROVEMENTS MADE TO THE RESIDENTIAL
14 PREMISES.

15 (II) A LANDLORD SHALL NOT PROCEED WITH A NO-FAULT EVICTION
16 OF A TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF
17 THE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED
18 BASIS OF THE NO-FAULT EVICTION ARE:

19 (A) REQUIRED IN ORDER FOR THE LANDLORD TO SATISFY THE
20 REQUIREMENTS DESCRIBED IN SECTION 38-12-503 CONCERNING A BREACH
21 OF THE WARRANTY OF HABITABILITY; OR

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

24 (c) **Landlord or family member of landlord assumes**
25 **occupancy.** WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF A
26 RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY
27 AS A PRINCIPAL RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A

1 PRINCIPAL RESIDENCE BY THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,
2 CHILD, PARENT, OR GRANDPARENT, THE LANDLORD MAY PROCEED WITH A
3 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
4 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS:

5 (I) THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC
6 PARTNER, CHILD, PARENT, OR GRANDPARENT MOVES INTO THE
7 RESIDENTIAL PREMISES WITHIN THREE MONTHS AFTER THE TENANT
8 VACATES THE RESIDENTIAL PREMISES; AND

9 (II) THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A
10 WRITTEN NOTICE OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH AS
11 FOLLOWS:

12 (A) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES
13 FOR LESS THAN ONE YEAR, THE LANDLORD SHALL PROVIDE THE WRITTEN
14 NOTICE AT LEAST SIXTY DAYS BEFORE THE DATE BY WHICH THE TENANT
15 MUST VACATE THE RESIDENTIAL PREMISES;

16 (B) IF THE TENANT HAS RESIDED IN THE RESIDENTIAL PREMISES
17 FOR AT LEAST ONE YEAR AND LESS THAN TWO YEARS, THE LANDLORD
18 SHALL PROVIDE THE WRITTEN NOTICE AT LEAST NINETY DAYS BEFORE THE
19 DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES.

20 (d) **Time-limited housing.** WHEN A MISSION-DRIVEN
21 ORGANIZATION'S FUNDING OR AUTHORITY TO OPERATE TIME-LIMITED
22 HOUSING, INCLUDING THE TEMPORARY OPERATION OF HOTELS AND
23 MOTELS, IS TERMINATED, THE MISSION-DRIVEN ORGANIZATION MAY
24 PROCEED WITH A NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL
25 PREMISES IF:

26 (I) THE MISSION-DRIVEN ORGANIZATION ALLOWS THE TENANT A
27 REASONABLE AMOUNT OF TIME TO VACATE THE RESIDENTIAL PREMISES;

1 (II) THE MISSION-DRIVEN ORGANIZATION PROVIDES THE TENANT
2 PROPER SERVICE OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION IN
3 ENGLISH AND SPANISH WITH THE FOLLOWING INFORMATION:

4 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE
5 PREMISES;

6 (B) THE REASON FOR THE NO-FAULT EVICTION AND AN
7 EXPLANATION THAT THE FUNDING OR AUTHORITY IS BEING TERMINATED
8 FOR THE MISSION-DRIVEN ORGANIZATION; AND

9 (C) ALTERNATIVE HOUSING OPTIONS AND OTHER AVAILABLE
10 RESOURCES FOR TENANTS.

11 (e) **Withdrawal from rental market for the purpose of selling**
12 **the residential premises.** (I) WHEN A LANDLORD PLANS TO SELL A

13 RESIDENTIAL PREMISES THAT IS A SINGLE-FAMILY HOME, A TOWNHOME, OR
14 AN INDIVIDUAL CONDOMINIUM UNIT, THE LANDLORD MAY PROCEED WITH
15 A NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE
16 END OF THE TERM OF THE RENTAL AGREEMENT ONLY IF THE LANDLORD:

17 (A) NOTIFIES THE TENANT OF THE LANDLORD'S INTENT TO
18 WITHDRAW THE RESIDENTIAL PREMISES FROM THE RENTAL MARKET AND
19 SELL THE RESIDENTIAL PREMISES, WHICH NOTICE IS PROVIDED AT LEAST
20 NINETY DAYS BEFORE THE END OF THE TERM OF THE RENTAL AGREEMENT
21 OR NINETY DAYS BEFORE THE DATE ON WHICH THE TENANT WILL BE
22 REQUIRED TO VACATE, WHICHEVER IS LATER;

23 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE
24 OF THE NO-FAULT EVICTION IN ENGLISH AND SPANISH. THE WRITTEN
25 NOTICE MUST INCLUDE THE DATE THE RENTAL AGREEMENT ENDS, WHICH
26 DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON WHICH THE
27 LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT.

1 (C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR RENT FOR AT
2 LEAST SEVENTY-FIVE DAYS AFTER THE END OF THE RENTAL AGREEMENT
3 OR FOR AT LEAST SEVENTY-FIVE DAYS AFTER THE DATE ON WHICH THE
4 TENANT WILL BE REQUIRED TO VACATE, WHICHEVER IS LATER.

5 (II) NOTHING IN THIS SUBSECTION (3)(e) MAY BE CONSTRUED TO
6 ALLOW A LANDLORD TO PROCEED WITH A NO-FAULT EVICTION OR
7 OTHERWISE TERMINATE A RENTAL AGREEMENT BEFORE THE END OF THE
8 TERM OF THE RENTAL AGREEMENT.

9 (4) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF
10 A TENANT ONLY IF THE LANDLORD PROVIDES PROPER SERVICE OF THE
11 WRITTEN NOTICE OF THE NO-FAULT EVICTION AND THE TENANT FAILS TO
12 VACATE ON OR BEFORE THE DEADLINE STATED IN THE NOTICE.

13 (b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3)
14 OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL BASIS FOR
15 THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT, WHICH LEGAL BASIS
16 MUST BE SET FORTH IN SUBSECTION (3)(a), (3)(b), (3)(c), (3)(d), OR (3)(e)
17 OF THIS SECTION.

18 **38-12-1304. Relocation assistance for tenants - duties of**
19 **landlords - exemption.** (1) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF
20 THIS SECTION, A LANDLORD THAT PROCEEDS WITH A NO-FAULT EVICTION
21 OF A TENANT PURSUANT TO SECTION 38-12-1303 (3) SHALL PROVIDE
22 RELOCATION ASSISTANCE TO THE TENANT IN THE AMOUNT OF TWO
23 MONTHS' RENT PLUS THE AMOUNT OF ONE ADDITIONAL MONTH OF RENT IF
24 ANY OF THE FOLLOWING INDIVIDUALS RESIDE IN THE RESIDENTIAL
25 PREMISES AT THE TIME THE LANDLORD PROVIDES THE NOTICE OF THE
26 NO-FAULT EVICTION:

27 (a) AN INDIVIDUAL WHO IS LESS THAN EIGHTEEN YEARS OF AGE OR

1 AT LEAST SIXTY YEARS OF AGE;

2 (b) A LOW-INCOME INDIVIDUAL; OR

3 (c) AN INDIVIDUAL WITH A DISABILITY, AS DEFINED IN THE
4 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.
5 12102 (1), AS AMENDED.

6 (2) A LANDLORD SHALL PAY THE AMOUNT DESCRIBED IN
7 SUBSECTION (1) OF THIS SECTION TO A TENANT IN A LUMP SUM TO BE
8 DIVIDED EQUALLY AMONG THE TENANTS LISTED ON THE RENTAL
9 AGREEMENT.

10 (3) THIS SECTION DOES NOT APPLY:

11 (a) IF THE RENTAL AGREEMENT CONCERNS THE OCCUPANCY OF A
12 RESIDENTIAL PREMISES THAT IS NOT THE TENANT'S PRIMARY RESIDENCE,
13 WHICH IS THE ADDRESS LISTED WHEN A VALID NO-FAULT EVICTION IS
14 EXERCISED BY THE LANDLORD PURSUANT TO SECTION 38-12-1303 (3):

15 (I) ON THE TENANT'S COLORADO DRIVER'S LICENSE OR
16 IDENTIFICATION CARD;

17 (II) ON THE TENANT'S VOTER REGISTRATION;

18 (III) FOR PURPOSES OF THE TENANT'S PAYMENT OF STATE AND
19 FEDERAL TAXES; OR

20 (IV) FOR THE PURPOSE OF PUBLIC SCHOOL REGISTRATION.

21 (b) TO A HOME OWNER, AS DEFINED IN SECTION 38-12-201.5 (2);

22 (c) IF:

23 (I) THE LANDLORD IS A MISSION-DRIVEN ORGANIZATION THAT:

24 (A) IS SUBJECT TO THE FEDERAL "UNIFORM RELOCATION
25 ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970",
26 42 U.S.C. 4601 ET SEQ., AS AMENDED; AND

27 (B) RECEIVES FUNDING FROM THE UNITED STATES DEPARTMENT

1 OF HOUSING AND URBAN DEVELOPMENT OR THE UNITED STATES
2 DEPARTMENT OF AGRICULTURE; AND

3 (II) THE TOTAL FEDERAL RELOCATION ASSISTANCE BENEFITS
4 RECEIVED BY THE TENANT FROM FEDERAL PROGRAMS AND FEDERAL
5 FUNDING FOR RELOCATION ARE MORE BENEFICIAL TO THE TENANT THAN
6 THE RELOCATION ASSISTANCE PROVIDED BY THIS SECTION.

7 (d) IF THE LANDLORD IS A MISSION-DRIVEN ORGANIZATION THAT
8 EXERCISES A NO-FAULT EVICTION UNDER 38-12-1303 (3)(d);

9 (e) IF THE LANDLORD CAN DEMONSTRATE AND ATTEST THAT THE
10 ACTUAL MONTHLY AMOUNT OF RENTAL REVENUE RECEIVED IS LESS THAN
11 SIX THOUSAND FIVE HUNDRED DOLLARS PER MONTH AFTER PAYMENT OF
12 ANY REQUIRED HOA FEES AND MONTHLY MORTGAGE AND ESCROW
13 PAYMENTS DUE FOR A MORTGAGE THAT WAS SECURED BY THE LANDLORD
14 FOR THE ORIGINAL PURCHASE OF THAT PROPERTY;

15 (f) IF THE LANDLORD CAN PROVIDE SUBSTANTIALLY SIMILAR
16 HOUSING AND AMENITIES TO THE TENANT FOR A SIMILAR AMOUNT OF TIME
17 AND THE TENANT AGREES TO THIS ARRANGEMENT IN LIEU OF REQUIRED
18 RELOCATION ASSISTANCE; OR

19 (g) TO A LANDLORD WHO WITHDRAWS A RESIDENTIAL PREMISES
20 FROM THE RENTAL MARKET FOR THE PURPOSE OF SELLING THE
21 RESIDENTIAL PREMISES AND WHO PROVIDES PROPER NOTICE TO THE
22 TENANT AS DESCRIBED IN SECTION 38-12-1303 (3)(e).

23 **38-12-1305. Violations - remedies.** IF A LANDLORD PROCEEDS
24 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION
25 OF THIS PART 13, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION
26 38-12-510.

27 **38-12-1306. No waiver of requirements by agreement.** A

1 PROVISION OF A RENTAL AGREEMENT OR OTHER DOCUMENT THAT
2 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OF ANY PROVISION OF
3 THIS PART 13 IS VOID AND UNENFORCEABLE.

4 **38-12-1307. Affirmative defense.** A LANDLORD'S FAILURE TO
5 COMPLY WITH THIS PART 13 IS AN AFFIRMATIVE DEFENSE FOR A TENANT TO
6 AN EVICTION PROCEEDING.

7 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**
8 (1)(c) and (1)(e); and **add** (1)(e.7) and (1)(e.8) as follows:

9 **13-40-104. Unlawful detention defined.** (1) Any person is guilty
10 of an unlawful detention of real property in the following cases:

11 (c) When any lessee or tenant at will, or by sufferance, or for any
12 part of a year, or for one or more years, of any NONRESIDENTIAL real
13 property, including a specific or undivided portion of a building, ~~or~~
14 ~~dwelling~~, holds over and continues in possession of the ~~demised premises~~
15 NONRESIDENTIAL REAL PROPERTY, or any portion thereof, after the
16 expiration of the term for which the ~~same were~~ NONRESIDENTIAL REAL
17 PROPERTY WAS leased, or after ~~such~~ THE tenancy, at will or sufferance,
18 has been terminated by either party;

19 (e) (I) EXCEPT AS DESCRIBED IN SUBSECTION (1)(e)(II) OF THIS
20 SECTION, when:

21 (A) ~~such~~ A tenant or lessee holds over, without ~~such~~ permission,
22 contrary to any other MATERIAL condition or covenant of the agreement
23 under which ~~such~~ THE tenant or lessee holds; OR A TENANT DENIES THE
24 LANDLORD ENTRY TO A RESIDENTIAL PREMISES FOR A REASONABLE
25 BUSINESS PURPOSE, TIME, AND FREQUENCY AFTER THE LANDLORD
26 PROVIDES THE TENANT WRITTEN NOTICE OF THE ENTRY IN ENGLISH AND
27 SPANISH AT LEAST SEVENTY-TWO HOURS BEFORE ATTEMPTING THE ENTRY,

1 UNLESS THE RENTAL AGREEMENT SPECIFIES A GREATER TIME PERIOD; and

2 (B) Ten days' notice in writing has been duly served upon such
3 THE tenant or lessee requiring ~~in the alternative the~~ EITHER compliance
4 with such MATERIAL condition or covenant or the delivery of the
5 possession of the premises. ~~so held;~~

6 (II) ~~except that,~~ For a nonresidential RENTAL agreement or an
7 employer-provided housing agreement, three days' ADVANCE notice is
8 required, ~~pursuant to this section,~~ and for an exempt residential
9 agreement, five days' ADVANCE notice is required. ~~pursuant to this~~
10 ~~section.~~

11 (e.7) WHEN:

12 (I) A TENANT OR LESSEE HOLDS OVER UPON THE EXPIRATION OF A
13 RESIDENTIAL RENTAL AGREEMENT IF:

14 (A) THE LANDLORD HAS PROVIDED A COPY OF THE NEW
15 RESIDENTIAL RENTAL AGREEMENT, WHICH THE LANDLORD MUST NOT
16 CHANGE DURING THE SIXTY-DAY NOTICE PERIOD, TO THE TENANT AT
17 LEAST SIXTY DAYS BEFORE THE EXPIRATION OF THE CURRENT RESIDENTIAL
18 RENTAL AGREEMENT;

19 (B) THE RENT DOES NOT CHANGE BASED ON WHEN THE TENANT
20 ACCEPTS THE RESIDENTIAL RENTAL AGREEMENT; AND

21 (C) THE TERMS ARE SUBSTANTIALLY IDENTICAL TO THE TENANT'S
22 CURRENT RESIDENTIAL RENTAL AGREEMENT, INCLUDING TERMS
23 ESTABLISHING RENT IN THE SAME AMOUNT OR IN A REASONABLY
24 INCREASED AMOUNT; AND

25 (II) THE LANDLORD HAS PROVIDED THE TENANT OR LESSEE TEN
26 DAYS' ADVANCE WRITTEN NOTICE IN ENGLISH AND SPANISH, WHICH
27 NOTICE REQUIRES THE TENANT TO EITHER SIGN THE NEW RESIDENTIAL

1 RENTAL AGREEMENT OR DELIVER POSSESSION OF THE PREMISES TO THE
2 LANDLORD; EXCEPT THAT, FOR AN EMPLOYER-PROVIDED HOUSING
3 AGREEMENT, THREE DAYS' ADVANCE NOTICE IS REQUIRED, AND FOR AN
4 EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' ADVANCE NOTICE IS
5 REQUIRED;

6 (e.8) WHEN:

7 (I) THE LANDLORD HAS PROVIDED THE TENANT OR LESSEE NINETY
8 DAYS' ADVANCE WRITTEN NOTICE, IN ENGLISH AND SPANISH, THAT
9 REQUIRES THE TENANT TO DELIVER POSSESSION OF THE PREMISES TO THE
10 LANDLORD UPON THE EXPIRATION OR AFTER THE EXPIRATION OF THE
11 RESIDENTIAL RENTAL AGREEMENT IF THE NOTICE STATES THAT THE
12 LANDLORD PLANS TO RECOVER POSSESSION OF THE PREMISES FOR THE
13 LANDLORD'S USE AND OCCUPANCY AS A PRINCIPAL RESIDENCE OR FOR THE
14 USE AND OCCUPANCY AS A PRINCIPAL RESIDENCE BY THE LANDLORD'S
15 SPOUSE, DOMESTIC PARTNER, CHILD, PARENT, OR GRANDPARENT; OR

16 (II) THE LANDLORD HAS PROVIDED THE TENANT OR LESSEE NINETY
17 DAYS' ADVANCE WRITTEN NOTICE, IN ENGLISH AND SPANISH, THAT
18 REQUIRES THE TENANT TO DELIVER POSSESSION OF THE PREMISES TO THE
19 LANDLORD UPON THE EXPIRATION OR AFTER THE EXPIRATION OF THE
20 RESIDENTIAL RENTAL AGREEMENT IF NOTICE STATES THAT THE LANDLORD
21 INTENDS TO CONVERT THE PROPERTY TO A NONRESIDENTIAL USE, OR
22 CONVERT IT TO A SHORT-TERM RENTAL PROPERTY AS DEFINED IN SECTION
23 38-12-1301 (12) OR CONDUCT SUBSTANTIAL REPAIRS AS DESCRIBED IN
24 38-12-1301 (13)(a).

25

26 **SECTION 4.** In Colorado Revised Statutes, amend 13-40-107 as
27 follows:

1 **13-40-107. Notice to quit.** (1) A TENANT MAY TERMINATE A
2 tenancy may be terminated by SERVING WRITTEN notice in writing served
3 not less than the respective period fixed before the end TO THE LANDLORD
4 AS FOLLOWS, BASED ON THE LENGTH of the applicable tenancy: as follows:

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

13 (2) ~~Such~~ THE notice shall DESCRIBED IN SUBSECTION (1) OF THIS
14 SECTION MUST:

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

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

21 (4) No notice to quit shall be necessary from or to a tenant whose
22 term is, by agreement, to end at a time certain.

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

27 **SECTION 5.** In Colorado Revised Statutes, 38-12-202, **amend**

1 (1)(a) introductory portion as follows:

2 **38-12-202. Tenancy - notice to quit.** (1) (a) No tenancy or other
3 lease or rental occupancy of space in a mobile home park ~~shall~~ MAY
4 commence without a written lease or rental agreement, and no tenancy in
5 a mobile home park shall be terminated until a notice to quit or notice of
6 nonpayment of rent has been served. A notice to quit ~~shall~~ MUST be in
7 writing ~~and in the form specified in section 13-40-107 (2)~~ AND INCLUDE
8 A DESCRIPTION OF THE PROPERTY. The property description ~~required in~~
9 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

10 **SECTION 6.** In Colorado Revised Statutes, 38-12-701, **amend**
11 (2)(b) as follows:

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

17 **SECTION 7.** In Colorado Revised Statutes, 38-12-222, **amend**
18 (3) as follows:

19 **38-12-222. Residents' right to privacy.** (3) Except when posting
20 notices that are required by law or by a rental agreement, the management
21 shall make a reasonable effort to notify a resident of the management's
22 intention to enter the mobile home space at least ~~forty-eight~~
23 **SEVENTY-TWO** hours before entry. The notification must include the date
24 and approximate time of the planned entry and must be delivered in a
25 manner that is reasonably likely to be seen or heard by the resident in a
26 **timely manner.**

27 **SECTION 8.** In Colorado Revised Statutes, 38-33-112, **amend**

1 (3) as follows:

2 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE
3 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the
4 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~
5 except that, no residential tenancy ~~shall~~ MAY be terminated prior to the
6 expiration date of the existing lease agreement, if any, unless consented
7 to by both the tenant and the developer. If the term of the lease has less
8 than ninety days remaining when notification is mailed or delivered, as
9 the case may be, or if there is no written lease agreement, residential
10 tenancy may not be terminated by the developer less than ninety days
11 after the date the notice is mailed or delivered, as the case may be, to the
12 tenant, unless consented to by both the tenant and the developer. The
13 return receipt ~~shall be~~ IS prima facie evidence of receipt of notice. If the
14 term of the lease has less than ninety days remaining when notification is
15 mailed or delivered, as the case may be, the tenant may hold over for the
16 remainder of said ninety-day period under the same terms and conditions
17 of the lease agreement if the tenant makes timely rental payments and
18 performs other conditions of the lease agreement.

19 **SECTION 9. Severability.** If any provision of this act or the
20 application of this act to any person or circumstance is held invalid, such
21 invalidity does not affect other provisions or applications of the act that
22 can be given effect without the invalid provision or application, and to
23 this end the provisions of this act are declared to be severable.

24 **SECTION 10. Act subject to petition - effective date -**
25 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
26 the expiration of the ninety-day period after final adjournment of the
27 general assembly; except that, if a referendum petition is filed pursuant

1 to section 1 (3) of article V of the state constitution against this act or an
2 item, section, or part of this act within such period, then the act, item,
3 section, or part will not take effect unless approved by the people at the
4 general election to be held in November 2024 and, in such case, will take
5 effect on the date of the official declaration of the vote thereon by the
6 governor.

7 (2) This act applies to eviction proceedings commenced on or
8 after the applicable effective date of this act.