



Laws Regulating the Landlord-Tenant Relationship

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While the landlord-tenant relationship is primarily established through lease agreements, there are also state laws, local ordinances, and federal fair housing standards that apply. This *issue brief* provides an overview of these regulations. For information specific to mobile home tenancy, see Legislative Council Staff's Mobile Home Park Act *issue brief*.

State Laws Related to Residential Leases

Application process and fees. Landlords may only charge the amount they pay to screen and process rental applications. State law also limits the rental and criminal histories landlords may consider in the application process. Rental histories beyond seven years and criminal records beyond five years may not be considered. However, such a limitation does not exist for a conviction or deferred judgment related to methamphetamine, stalking, homicide, or sex offenses.

Landlords are required to notify an applicant of the reasons why a rental application is rejected. Landlords who do not obey the law are liable for three times the amount of the rental application fee, plus court costs and reasonable attorney fees.

Rental agreement copy. State law requires that landlords provide tenants with a signed copy of the rental agreement, if a written rental agreement exists, within seven days of the tenant signing the agreement.

Payment receipt. State law requires landlords to provide tenants with a receipt for payments made with cash or money order.

Rent increases. In a tenancy of between one and six months where no written lease agreement exists, landlords must provide at least 21 days notice before increasing rent.

Notice to quit. A tenancy may be terminated by written notice if it is served within these respective tenancy periods:

- 1 year or more: *91 days*;
- 6 months to less than 1 year: *28 days*;
- 1 month to less than 6 months: *21 days*;
- 1 week to less than 1 month, or at will: *3 days*; or
- Less than 1 week: *1 day*.

A termination is effective three days after a written notice is served.

Security deposits. State law requires that security deposits be returned to tenants within one month, unless otherwise specified in the lease. Security deposits may not be used to cover the normal wear and tear of a unit. If a landlord willfully retains the security deposit in violation of the law, then the landlord is liable to the tenant for three times the amount deposited, as well as attorney fees and court costs.

State Laws Regulating Habitability

Maintenance obligations. State law creates an obligation for both the landlord and tenant to maintain a rental property. Landlords must ensure that the residential property is fit for human habitation, while tenants are responsible for using rental properties in a reasonably clean and safe manner. A list of characteristics that would deem a residence uninhabitable is provided in statute, as is a list of duties imposed on a tenant by a rental agreement.

Unfit rentals. A residential premise is deemed uninhabitable if the following conditions exist:

- mold;
- lack of weather protection from roof, walls, windows, or doors;

- non-operational plumbing or gas facilities;
- non-functioning appliances;
- lack of running water, reasonable amounts of hot water, or sewage disposal system;
- non-functioning heating facilities;
- faulty electrical lighting or wiring;
- non-maintained or infested common areas;
- inappropriate extermination response;
- inadequate number of garbage receptacles;
- non-maintained floors, stairways, and railings;
- inadequate locks on exterior doors and windows;
- non-compliance with applicable building, housing, and health codes; or
- bedbugs.

In cases where an issue interferes with a tenant's life, health, or safety, the landlord has 24 hours to respond and is responsible to house the tenant in a similar unit for the duration of the repairs. Landlords are subject to additional requirements when mold- or bedbug-related issues exist. If the landlord fails to take action, after the landlord has been notified, a tenant may deduct the costs of professional repair from their rent. The tenant must provide the professional's estimate to the landlord, and the landlord may procure a separate estimate in response. Professionals must not be related to either party.

Retaliation by a landlord against a tenant may result in an immediate end to the lease. The landlord is also liable to the tenant for three months of rent or three times actual damages, whichever is greater.

State Laws Regulating Eviction

Under state law, a landlord may evict a tenant if rent is unpaid, if the tenant remains on the property after a lease term expires, if the tenant has broken any condition of the lease, or if a substantial violation has occurred (usually a violent act or a drug violation).

Typically, tenants are notified of a landlord's complaint through a *notice to cure*, which explains the issue and gives the tenant ten days to correct the problem (three days for a non-residential agreement or an employer-provided housing agreement). A *notice to quit* follows if the complaint is not settled, which requires the tenant to vacate the premises, typically within three days, though time periods vary, particularly for tenants in subsidized housing. If the tenant remains on the premises after the *notice to quit* term, the landlord may

file a *summons* and *complaint* the following day. Tenants have the right to file a *response* to both the *summons* and *complaint*.

In court, the landlord is responsible for proving that the lease agreement was violated and that the notices were served properly and justly. Tenants who lose their court case must vacate the leased premises within 48 hours. The landlord may choose to file for a *writ of restitution*, which authorizes a sheriff to remove the tenant's belongings from the premises and into the street after 48 hours.

Local Ordinances

State law prohibits counties and municipalities from enacting ordinances or resolutions to control rent on private property. Local governments can impose additional regulations on the rights and duties of landlords and tenants.

Fair Housing

Under the federal Fair Housing Act, tenants are protected from housing discrimination on the basis of race, color, religion, national origin, sex, disability, and familial status. In Colorado, these categories are expanded to include sexual orientation, sexual identification, ancestry, creed, marital status, and landlord retaliation.

Tenants who believe they have been discriminated against within the past year may file a complaint with either the Civil Rights Division within the Department of Regulatory Agencies, or the U.S. Department of Housing and Urban Development. These agencies maintain a work-sharing agreement to avoid duplication of effort on those cases where joint jurisdiction (state and federal) exists.

In addition to investigating discrimination claims, the Colorado Civil Rights Division provides neutral mediation and training on fair housing laws upon request or as a condition of a settlement agreement.

Resources

- Colorado Housing Connects: www.coloradohousingconnects.org
- Colorado Civil Rights Division, DORA: www.dora.colorado.gov/crd
- Division of Housing, Department of Local Affairs: www.colorado.gov/pacific/dola/landlords
www.colorado.gov/pacific/dola/renters