

HOUSE COMMITTEE OF REFERENCE REPORT

Chair of Committee

March 1, 2023
Date

Committee on Transportation, Housing & Local Government.

After consideration on the merits, the Committee recommends the following:

HB23-1171 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend printed bill, page 2, line 4, strike "purpose" and substitute
2 "purposes".

3 Page 2, line 5, strike "health." and substitute "health and should be
4 construed broadly to achieve these purposes."

5 Page 3, after line 6 insert:
6 "(2) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION
7 38-12-502 (3)."

8 Renumber succeeding subsections accordingly.

9 Page 3, after line 17 insert:
10 "(7) "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 Renumber succeeding subsections accordingly.

21 Page 3, after line 23 insert:
22 "(11) "SHORT-TERM RENTAL PROPERTY" MEANS A BUILDING OR A

1 PORTION OF A BUILDING THAT IS DESIGNED AS A PLACE OF RESIDENCE AND
2 LEASED FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR
3 REMUNERATION."

4 Renumber succeeding subsections accordingly.

5 Page 4, strike lines 18 and 19 and substitute:

6 "38-12-1302. **Applicability.** (1) THIS PART 13 APPLIES TO EVERY
7 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT, THIS PART 13 DOES
8 NOT APPLY TO:

9 (a) A SHORT-TERM RENTAL PROPERTY; OR

10 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL
11 PREMISES IF:

12 (I) THE OWNER LIVES IN AND MAINTAINS THE RESIDENTIAL
13 PREMISES AS THE OWNER'S PRIMARY RESIDENCE; AND

14 (II) THE RESIDENTIAL PREMISES IS NOT A MULTIFAMILY
15 PROPERTY."

16 Page 4, strike lines 26 and 27.

17 Page 5, strike lines 1 through 21 and substitute:

18 "CAUSE" EXISTS ONLY WHEN THE CONDITIONS IN SECTION 13-40-104
19 (1)(d), (1)(d.5), (1)(e), (1)(e.5), (1)(e.7), (1)(g), (1)(h), OR (1)(i) EXIST.

20 (3) EXCEPT AS DESCRIBED IN SUBSECTION (4) OF THIS SECTION, THE
21 FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A".

22 Page 5, line 24, strike "PREMISES OR" and substitute "PREMISES,".

23 Page 5, line 25, after "USE," insert "OR CONVERT IT TO A SHORT-TERM
24 RENTAL PROPERTY,".

25 Page 6, line 4, after "TENANT" insert "PROPER SERVICE OF A".

26 Page 6, line 22, after "TENANT" insert "PROPER SERVICE OF A".

27 Page 7, strike line 16 and substitute:

28 "BASIS OF THE NO-FAULT EVICTION ARE:

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

32 "(B) INITIATED BY THE LANDLORD IN".

1 Page 8, line 4, after "TENANT" insert "PROPER SERVICE OF A".

2 Page 8, after line 18 insert:

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

7 (b) A WRITTEN NOTICE PROVIDED PURSUANT TO SUBSECTION (3)
8 OF THIS SECTION MUST INCLUDE A STATEMENT OF THE LEGAL BASIS FOR
9 THE LANDLORD'S NO-FAULT EVICTION OF THE TENANT, WHICH LEGAL BASIS
10 MUST BE SET FORTH IN SUBSECTION (3)(a), (3)(b), OR (3)(c) OF THIS
11 SECTION."

12 Page 9, after line 17 insert:

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

15 **13-40-104. Unlawful detention defined.** (1) Any person is guilty
16 of an unlawful detention of real property in the following cases:

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

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

27 (A) ~~such~~ A tenant or lessee holds over, without ~~such~~ permission,
28 contrary to any other MATERIAL condition or covenant of the agreement
29 under which ~~such~~ THE tenant or lessee holds; OR A TENANT DENIES THE
30 LANDLORD ENTRY TO A RESIDENTIAL PREMISES AFTER THE LANDLORD
31 PROVIDES THE TENANT WRITTEN NOTICE OF THE ENTRY IN ENGLISH AND
32 SPANISH AT LEAST SEVENTY-TWO HOURS BEFORE ATTEMPTING THE ENTRY,
33 UNLESS THE RENTAL AGREEMENT SPECIFIES A GREATER TIME PERIOD; and

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

38 (II) ~~except that~~, For a nonresidential RENTAL agreement or an
39 employer-provided housing agreement, three days' ADVANCE notice is
40 required, ~~pursuant to this section~~, and for an exempt residential
41 agreement, five days' ADVANCE notice is required. ~~pursuant to this~~

1 ~~section:~~

2 (e.7) WHEN:

3 (I) A TENANT OR LESSEE HOLDS OVER UPON THE EXPIRATION OF A
4 RESIDENTIAL RENTAL AGREEMENT AFTER REFUSING TO SIGN A NEW
5 RESIDENTIAL RENTAL AGREEMENT WITH TERMS THAT ARE SUBSTANTIALLY
6 IDENTICAL TO THE TENANT'S CURRENT RESIDENTIAL RENTAL AGREEMENT,
7 INCLUDING TERMS ESTABLISHING RENT IN THE SAME AMOUNT OR IN A
8 REASONABLY INCREASED AMOUNT; AND

9 (II) THE LANDLORD HAS PROVIDED THE TENANT OR LESSEE TEN
10 DAYS' ADVANCE WRITTEN NOTICE IN ENGLISH AND SPANISH, WHICH
11 NOTICE REQUIRES THE TENANT TO EITHER SIGN THE NEW RESIDENTIAL
12 RENTAL AGREEMENT OR DELIVER POSSESSION OF THE PREMISES TO THE
13 LANDLORD; EXCEPT THAT, FOR AN EMPLOYER-PROVIDED HOUSING
14 AGREEMENT, THREE DAYS' ADVANCE NOTICE IS REQUIRED, AND FOR AN
15 EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS' ADVANCE NOTICE IS
16 REQUIRED."

17 Renumber succeeding sections accordingly.

18 Page 9, strike lines 18 through 27.

19 Page 10, strike lines 1 through 14 and substitute:

20 "SECTION 4. In Colorado Revised Statutes, **amend** 13-40-107
21 as follows:

22 **13-40-107. Notice to quit.** (1) A TENANT MAY TERMINATE A
23 tenancy ~~may be terminated~~ by SERVING WRITTEN notice ~~in writing served~~
24 ~~not less than the respective period fixed before the end~~ TO THE LANDLORD
25 AS FOLLOWS, BASED ON THE LENGTH OF THE applicable tenancy: ~~as follows:~~

26 (a) A tenancy for one year or longer, ninety-one days;

27 (b) A tenancy of six months or longer but less than a year,
28 twenty-eight days;

29 (c) A tenancy of one month or longer but less than six months,
30 twenty-one days;

31 (d) A tenancy of one week or longer but less than one month, or
32 a tenancy at will, three days;

33 (e) A tenancy for less than one week, one day.

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

36 (a) Describe the property and the particular time when the tenancy
37 will terminate; and

38 (b) ~~shall~~ Be signed by the ~~landlord or tenant the party giving such~~
39 ~~notice or his~~ OR THE TENANT'S agent or attorney.

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

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

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

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