

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

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

LLS NO. 19-0013.02 Conrad Imel x2313

HOUSE BILL 19-1118

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A BILL FOR AN ACT

101 **CONCERNING THE TIME ALLOWED FOR A TENANT TO CURE A LEASE**
102 **VIOLETION THAT IS NOT A SUBSTANTIAL VIOLATION.**

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>.)

Current law requires a landlord to provide a tenant 3 days to cure a violation for unpaid rent or any other condition or covenant of a lease agreement, other than a substantial violation, before the landlord can initiate eviction proceedings based on that unpaid rent or other violation. Current law also requires 3 days' notice prior to a tenancy being terminated for a subsequent violation of a condition or covenant of a lease

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

SENATE
3rd Reading Unamended
April 16, 2019

SENATE
Amended 2nd Reading
April 15, 2019

HOUSE
3rd Reading Unamended
March 15, 2019

HOUSE
Amended 2nd Reading
March 11, 2019

agreement.

The bill requires a landlord to provide a tenant 14 days to cure a violation for unpaid rent or for a first violation of any other condition or covenant of a lease agreement, other than a substantial violation, before the landlord can initiate eviction proceedings. The bill requires 14 days' notice prior to the landlord terminating a lease agreement for a subsequent violation of the same condition or covenant of the agreement.

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

2 **SECTION 1.** In Colorado Revised Statutes, 13-40-104, **amend**
3 (1)(d), (1)(e), and (1)(e.5)(II); and **add (5)** as follows:

4 **13-40-104. Unlawful detention defined.** (1) Any person is guilty
5 of an unlawful detention of real property in the following cases:

6 (d) When such tenant or lessee holds over without permission of
7 ~~his~~ THE TENANT'S OR LESSEE'S landlord after any default in the payment
8 of rent pursuant to the agreement under which ~~he~~ THE TENANT OR LESSEE
9 holds, and, ~~three~~ TEN days' notice in writing has been duly served upon
10 the tenant or lessee holding over, requiring in the alternative the payment
11 of the rent or the possession of the ~~premises~~; EXCEPT THAT, FOR A
12 NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING
13 AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS
14 SECTION, AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS'
15 NOTICE IS REQUIRED PURSUANT TO THIS SECTION. No such agreement shall
16 contain a waiver by the tenant of the ~~three days'~~ notice requirement of this
17 ~~paragraph (d)~~ SUBSECTION (1)(d). It ~~shall~~ IS not ~~be~~ necessary, in order to
18 work a forfeiture of such agreement, for nonpayment of rent, to make a
19 demand for such rent on the day on which the same becomes due; but a
20 failure to pay such rent upon demand, when made, works a forfeiture.

21 (e) When such tenant or lessee holds over, without such
22 permission, contrary to any other condition or covenant of the agreement

1 under which such tenant or lessee holds, and ~~three~~ TEN days' notice in
2 writing has been duly served upon such tenant or lessee requiring in the
3 alternative the compliance with such condition or covenant or the delivery
4 of the possession of the premises so held; EXCEPT THAT, FOR A
5 NONRESIDENTIAL AGREEMENT OR AN EMPLOYER-PROVIDED HOUSING
6 AGREEMENT, THREE DAYS' NOTICE IS REQUIRED PURSUANT TO THIS
7 SECTION, AND FOR AN EXEMPT RESIDENTIAL AGREEMENT, FIVE DAYS'
8 NOTICE IS REQUIRED PURSUANT TO THIS SECTION.

9 (e.5)(II) A tenancy PURSUANT TO A RESIDENTIAL AGREEMENT may
10 be terminated at any time pursuant to this paragraph (e.5) SUBSECTION
11 (1)(e.5) on the basis of a subsequent violation OF THE SAME CONDITION OR
12 COVENANT OF THE AGREEMENT. The termination ~~shall be~~ OF A
13 RESIDENTIAL TENANCY IS EFFECTIVE ~~three~~ TEN days after service of written
14 notice to quit. NOTWITHSTANDING ANY OTHER PROVISION OF THIS
15 SUBSECTION (1)(e.5)(II), A TENANCY PURSUANT TO A NONRESIDENTIAL
16 AGREEMENT, AN EXEMPT RESIDENTIAL AGREEMENT, OR AN
17 EMPLOYER-PROVIDED HOUSING AGREEMENT MAY BE TERMINATED AT ANY
18 TIME PURSUANT TO THIS SUBSECTION (1)(e.5) ON THE BASIS OF A
19 SUBSEQUENT VIOLATION. THE TERMINATION OF A NONRESIDENTIAL
20 TENANCY OR AN EMPLOYER-PROVIDED HOUSING TENANCY IS EFFECTIVE
21 THREE DAYS AFTER SERVICE OF WRITTEN NOTICE TO QUIT, AND THE
22 TERMINATION OF A TENANCY PURSUANT TO AN EXEMPT RESIDENTIAL
23 AGREEMENT IS EFFECTIVE FIVE DAYS AFTER SERVICE OF WRITTEN NOTICE
24 TO QUIT.

25 (5) FOR THE PURPOSES OF THIS SECTION, UNLESS THE CONTEXT
26 OTHERWISE REQUIRES:

27 (a) "EMPLOYER-PROVIDED HOUSING AGREEMENT" MEANS A

1 RESIDENTIAL TENANCY AGREEMENT BETWEEN AN EMPLOYEE AND AN
2 EMPLOYER WHEN THE EMPLOYER OR AN AFFILIATE OF THE EMPLOYER ACTS
3 AS A LANDLORD.

4 (b) "EXEMPT RESIDENTIAL AGREEMENT" MEANS A RESIDENTIAL
5 AGREEMENT LEASING A SINGLE FAMILY HOME BY A LANDLORD WHO OWNS
6 FIVE OR FEWER SINGLE FAMILY RENTAL HOMES AND WHO PROVIDES
7 NOTICE IN THE AGREEMENT THAT A TEN-DAY NOTICE PERIOD REQUIRED
8 PURSUANT TO THIS SECTION DOES NOT APPLY TO THE TENANCY ENTERED
9 INTO PURSUANT TO THE AGREEMENT.

10 **SECTION 2. Safety clause.** The general assembly hereby finds,
11 determines, and declares that this act is necessary for the immediate
12 preservation of the public peace, health, and safety.