

First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 23-0518.01 Megan McCall x4215

HOUSE BILL 23-1068

HOUSE SPONSORSHIP

Valdez,

SENATE SPONSORSHIP

(None),

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 CONCERNING PET ANIMAL OWNERSHIP IN HOUSING, AND, IN
102 CONNECTION THEREWITH, PROHIBITING RESTRICTIONS ON DOG
103 BREEDS FOR OBTAINING HOMEOWNER'S INSURANCE, PROVIDING
104 FOR THE MANNER IN WHICH PET ANIMALS ARE HANDLED WHEN
105 A WRIT OF RESTITUTION IS EXECUTED, PROHIBITING SECURITY
106 DEPOSITS OR RENT FOR PET ANIMALS, CREATING THE PET
107 FRIENDLY LANDLORD DAMAGE MITIGATION PROGRAM,
108 EXCLUDING PET ANIMALS FROM PERSONAL PROPERTY LIENS,
109 AND REQUIRING THAT PET ANIMALS BE ALLOWED AT A
110 QUALIFIED DEVELOPMENT FOR THE DEVELOPMENT TO RECEIVE
111 THE COLORADO AFFORDABLE HOUSING TAX CREDIT.

Bill Summary

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.

(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>.)

Section 2 of the bill prohibits insurers from denying a homeowner's insurance policy based on the breed or mixture of breeds of dog that resides at the insured dwelling, while allowing denial if a specific individual dog is a dangerous dog. Insurers are also prohibited from asking or otherwise inquiring about the specific breed or mixture of breeds of dog kept at a dwelling except to ask if the dog is known to be or has been declared a dangerous dog.

Section 3 requires that an officer executing a writ of restitution inspect the premises for pet animals and give any pet animal found to the tenant of the premises if the tenant is present at the time the writ is executed. If a tenant is not present, the landlord must contact a local animal shelter or pet animal rescue to take custody of any pet animal and leave contact information for the tenant as to where the pet animal has been taken. An officer or any other person in connection with execution of the writ is prohibited from removing and leaving any pet animal unattended on public or private property.

Section 4 prohibits a landlord from demanding or receiving a security deposit or rent in exchange for allowing a pet animal to reside on the residential premises with a tenant.

Section 5 creates the pet friendly landlord damage mitigation program to be administered by the department of local affairs, subject to availability of funding. Under the program, a landlord may receive reimbursement for actual damage caused to a rental premises by a pet animal allowed to reside with the tenant up to \$1,000. Reimbursements are granted on a first come, first served basis, and a landlord must provide documentation in support of the damages for which the landlord makes the claim of reimbursement. The department has authority to promulgate rules to implement the program. A landlord who receives reimbursement under the program is prohibited from taking legal action against the tenant for the damages or from pursuing collection against the tenant for the damages.

Section 6 excludes pet animals from the categories of a tenant's personal property that a person who rents furnished or unfurnished rooms or apartments may place a lien on for unpaid board, lodging, or rent.

Section 7 of the bill prohibits the existing Colorado affordable housing tax credit from being allocated unless tenants are allowed to keep pet animals at a qualified development where the tenant resides. The required allowance of pet animals is subject to state and local laws governing public health, animal control, and animal anti-cruelty, and is

subject to reasonable conditions that may be imposed on the allowance of pet animals. Reasonable conditions do not include prohibitions on pet animal breeds or weight restrictions of a pet animal.

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

2 **SECTION 1. Legislative declaration.** (1) The general assembly
3 finds and declares that:

4 (a) Each year tens of thousands of pets enter Colorado's animal
5 shelters. Frequent reasons for surrendering a pet include issues related to
6 housing, moving, or landlords. Often, rehoming a pet is the last option for
7 an individual or family and it has a detrimental impact on the physical and
8 emotional well-being of the pet and of those who surrender it.

9 (b) A majority of Americans consider their pets to be family
10 members but many people have trouble finding housing because
11 properties are often advertised as "pet-friendly" but include high fees and
12 restrictions, including restrictions on breed, weight, and quantity, that
13 create barriers for pet-owning tenants. Some restrictions even force
14 families to choose between keeping a beloved pet or moving into a new
15 home.

16 (c) Extensive restrictions on pets in the housing context
17 disproportionately impact lower-income households and prevent
18 lower-income households from experiencing the benefits of pet
19 ownership;

20 (d) Due to such restrictions, there is a severe need for the
21 availability of properties in Colorado that welcome pets at a reasonable
22 cost; and

23 (e) It is the intent of the general assembly to encourage housing
24 developers, owners, landlords, insurers, and other operators to increase

1 pet-inclusive affordable housing in Colorado.

2 **SECTION 2.** In Colorado Revised Statutes, 10-4-110.8, **add** (16)
3 as follows:

4 **10-4-110.8. Homeowner's insurance - prohibited and required**
5 **practices - estimates of replacement value - additional living expense**
6 **coverage - copies of policies - personal property contents coverage -**
7 **inventory of personal property - requirements concerning total loss**
8 **scenarios resulting from wildlife disasters - definitions - rules.**

9 (16) (a) AN INSURER SHALL NOT REFUSE TO ISSUE, CANCEL, REFUSE TO
10 RENEW, OR INCREASE A PREMIUM OR RATE FOR A HOMEOWNER'S
11 INSURANCE POLICY BASED ON THE BREED OR MIXTURE OF BREEDS OF DOG
12 THAT IS KEPT AT THE DWELLING.

13 (b) THIS SUBSECTION (16) DOES NOT PROHIBIT AN INSURER FROM
14 REFUSING TO ISSUE, CANCELLING, REFUSING TO RENEW, OR IMPOSING A
15 REASONABLE INCREASE TO A PREMIUM OR RATE FOR A HOMEOWNER'S
16 INSURANCE POLICY BASED ON SOUND UNDERWRITING AND ACTUARIAL
17 PRINCIPLES ON THE BASIS THAT A PARTICULAR DOG KEPT AT THE
18 DWELLING IS KNOWN TO BE DANGEROUS OR HAS BEEN DECLARED TO BE
19 DANGEROUS IN ACCORDANCE WITH SECTION 18-9-204.5.

20 (c) AN INSURER MAY NOT ASK OR OTHERWISE INQUIRE ABOUT THE
21 SPECIFIC BREED OR MIXTURE OF BREEDS OF DOG THAT IS KEPT AT THE
22 DWELLING EXCEPT TO ASK IF THE DOG IS KNOWN TO BE DANGEROUS OR
23 HAS BEEN DECLARED TO BE DANGEROUS IN ACCORDANCE WITH SECTION
24 18-9-204.5.

25 **SECTION 3.** In Colorado Revised Statutes, 13-40-122, **add** (2.5)
26 as follows:

27 **13-40-122. Writ of restitution after judgment - definitions.**

1 (2.5) (a) NOTWITHSTANDING SUBSECTIONS (3) AND (4) OF THIS SECTION,
2 THE OFFICER THAT EXECUTES A WRIT OF RESTITUTION UNDER SUBSECTION
3 (1) OF THIS SECTION SHALL IMMEDIATELY INSPECT THE PREMISES FOR ANY
4 PET ANIMALS. IF THE TENANT IS PRESENT, THE OFFICER SHALL GIVE THE
5 PET ANIMALS TO THE TENANT. IF THERE ARE PET ANIMALS PRESENT ON THE
6 PREMISES AND THE TENANT IS NOT PRESENT, THE LANDLORD SHALL
7 CONTACT A LOCAL ANIMAL SHELTER OR PET ANIMAL RESCUE TO TAKE
8 CUSTODY OF THE PET ANIMAL AND THE LANDLORD SHALL PROVIDE THE
9 TENANT WITH THE NAME AND CONTACT INFORMATION OF THE
10 ORGANIZATION WHERE THE PET ANIMAL HAS BEEN TAKEN.

11 (b) NO PET ANIMAL SHALL BE REMOVED FROM THE PREMISES
12 DURING THE EXECUTION OF A WRIT OF RESTITUTION AND LEFT
13 UNATTENDED ON PUBLIC OR PRIVATE PROPERTY BY THE OFFICER
14 EXECUTING THE WRIT OR BY ANY OTHER PERSON IN CONNECTION WITH
15 EXECUTION OF THE WRIT.

16 (c) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
17 REQUIRES:

18 (I) "ANIMAL SHELTER" HAS THE SAME MEANING AS SET FORTH IN
19 SECTION 35-80-102 (1).

20 (II) "PET ANIMAL" HAS THE SAME MEANING AS SET FORTH IN
21 SECTION 35-80-102 (10).

22 (III) "PET ANIMAL RESCUE" HAS THE SAME MEANING AS SET FORTH
23 IN SECTION 35-80-102 (11.2).

24 **SECTION 4.** In Colorado Revised Statutes, **add** 38-12-106 as
25 follows:

26 **38-12-106. Security deposits - prohibition on pet security**
27 **deposit and rent - definition.** A LANDLORD SHALL NOT DEMAND OR

1 RECEIVE AN ADDITIONAL SECURITY DEPOSIT OR RENT FROM A PROSPECTIVE
2 OR CURRENT TENANT AS A CONDITION OF PERMITTING THE TENANT'S PET
3 ANIMAL TO RESIDE AT THE RESIDENTIAL PREMISES WITH THE TENANT. AS
4 USED IN THIS SECTION, "PET ANIMAL" HAS THE SAME MEANING AS SET
5 FORTH IN SECTION 35-80-102 (10).

6 **SECTION 5.** In Colorado Revised Statutes, **add** part 13 to article
7 12 of title 38 as follows:

8 **PART 13**
9 **PET FRIENDLY LANDLORD**
10 **DAMAGE MITIGATION PROGRAM**

11 **38-12-1301. Pet friendly landlord damage mitigation program**

12 **- definitions - rules.** (1) AS USED IN THIS PART 13, UNLESS THE CONTEXT
13 OTHERWISE REQUIRES:

14 (a) "DEPARTMENT" MEANS THE DEPARTMENT OF LOCAL AFFAIRS.

15 (b) "LANDLORD" HAS THE SAME MEANING AS SET FORTH IN
16 SECTION 38-12-502 (5).

17 (c) "PET ANIMAL" MEANS A DOMESTICATED ANIMAL, INCLUDING
18 A DOG OR A CAT, THAT IS COMMONLY KEPT IN THE HOME FOR PLEASURE
19 RATHER THAN FOR COMMERCIAL PURPOSES.

20 (d) "PROGRAM" MEANS THE PET FRIENDLY LANDLORD DAMAGE
21 MITIGATION PROGRAM CREATED IN THIS PART 13.

22 (e) "RENTAL PREMISES" MEANS THE RESIDENTIAL DWELLING THAT
23 A LANDLORD LAWFULLY RENTS TO A TENANT AT WHICH THE LANDLORD
24 HAS AGREED TO ALLOW ONE OR MORE PET ANIMALS TO ALSO RESIDE.

25 (f) "SECURITY DEPOSIT" HAS THE SAME MEANING AS SET FORTH IN
26 SECTION 38-12-102 (6).

27 (g) "TENANT" HAS THE SAME MEANING AS SET FORTH IN SECTION

1 38-12-502 (9).

2 (2) SUBJECT TO THE AVAILABILITY OF FUNDING, THE PROGRAM IS
3 CREATED FOR A LANDLORD TO SEEK REIMBURSEMENT OF EXPENSES FOR
4 DAMAGES INCURRED AT A RENTAL PREMISES SUBJECT TO THE PROVISIONS
5 OF THIS SECTION, AND THE DEPARTMENT SHALL ADMINISTER THE
6 PROGRAM IN ACCORDANCE WITH THIS SECTION.

7 (3) (a) A LANDLORD MAY REQUEST REIMBURSEMENT UNDER THE
8 PROGRAM FOR ACTUAL DAMAGES INCURRED IN CONNECTION WITH ONE OR
9 MORE PET ANIMALS AT A RENTAL PREMISES IN AN AMOUNT NOT TO EXCEED
10 ONE THOUSAND DOLLARS. THE DEPARTMENT IN ITS SOLE DISCRETION
11 SHALL APPROVE REIMBURSEMENT OF CLAIMS MADE PURSUANT TO THIS
12 SECTION ON A FIRST COME, FIRST SERVED BASIS IF THE FOLLOWING
13 CONDITIONS ARE MET:

14 (I) THE LANDLORD PROVIDES IN THE REQUEST FOR
15 REIMBURSEMENT:

16 (A) A COPY OF THE LEASE, LEASE ADDENDUM, OR OTHER WRITTEN
17 DOCUMENTATION BETWEEN THE LANDLORD AND THE TENANT THAT HAS
18 BEEN EXECUTED ON A DATE PRIOR TO THE DATE THE REQUEST FOR
19 REIMBURSEMENT IS MADE PURSUANT TO THIS SECTION, AND SHOWS THE
20 LANDLORD'S POLICIES FOR ALLOWING ONE OR MORE PET ANIMALS ON THE
21 RENTAL PREMISES;

22 (B) A COPY OF THE WRITTEN STATEMENT OF DAMAGES PREPARED
23 BY THE LANDLORD AND DELIVERED TO THE TENANT PURSUANT TO SECTION
24 38-12-103 (1);

25 (C) DOCUMENTATION EVIDENCING ITEMIZED DAMAGE AND
26 REPAIRS, INCLUDING INVOICES, RECEIPTS, PHOTOGRAPHS, AND VIDEOS;
27 AND

1 (D) ANY ADDITIONAL DOCUMENTATION REQUIRED BY THE
2 DEPARTMENT;

3 (II) THE ACTUAL DAMAGES EXCEED THE SECURITY DEPOSIT FOR
4 THE RENTAL PREMISES;

5 (III) THE LANDLORD HAS NOT IMPOSED UNREASONABLE
6 RESTRICTIONS ON THE BREED, SIZE, OR NUMBER OF PET ANIMALS ALLOWED
7 AT THE RENTAL PREMISES; EXCEPT THAT A LANDLORD MAY REQUIRE THAT
8 ANY PET ANIMAL AT THE RENTAL PREMISES BE COMPLIANT WITH
9 APPLICABLE STATE LAWS AND LOCAL ORDINANCES RELATED TO PUBLIC
10 HEALTH AND SAFETY, ANIMAL CONTROL, AND ANIMAL ANTI-CRUELTY;

11 (IV) THE LANDLORD HAS NOT DEMANDED OR RECEIVED AN
12 ADDITIONAL SECURITY DEPOSIT OR RENT AS A CONDITION OF ALLOWING
13 ONE OR MORE PET ANIMALS AT THE RENTAL PREMISES; AND

14 (V) THE CLAIM IS SUBMITTED BY THE LANDLORD UNDER PENALTY
15 OF PERJURY.

16 (b) IN EVALUATING A CLAIM FOR ELIGIBILITY FOR REIMBURSEMENT
17 UNDER THIS SECTION, THE DEPARTMENT MAY REQUIRE THAT THE RENTAL
18 PREMISES OR THE DOCUMENTATION PROVIDED BY THE LANDLORD
19 PURSUANT TO SUBSECTION (3)(a)(I)(C) OF THIS SECTION BE INSPECTED BY
20 THE DEPARTMENT OR A DESIGNEE OF THE DEPARTMENT, INCLUDING A
21 THIRD-PARTY INSPECTOR.

22 (4) A LANDLORD IN RECEIPT OF REIMBURSEMENT UNDER THE
23 PROGRAM FOR ACTUAL DAMAGES INCURRED BY THE LANDLORD IN
24 CONNECTION WITH ALLOWING ONE OR MORE PET ANIMALS AT THE RENTAL
25 PREMISES IS PROHIBITED FROM TAKING LEGAL ACTION AGAINST THE
26 TENANT AND IS PROHIBITED FROM PURSUING COLLECTION, AUTHORIZING
27 ANOTHER ENTITY TO PURSUE COLLECTION ON THE LANDLORD'S BEHALF, OR

1 OTHERWISE PURSUING A CLAIM AGAINST THE TENANT FOR THE DAMAGES
2 FOR WHICH THE LANDLORD HAS RECEIVED REIMBURSEMENT.

3 (5) IN ADMINISTERING THE PROGRAM, THE DEPARTMENT SHALL:

4 (a) PROMULGATE ANY RULES NECESSARY TO IMPLEMENT THIS
5 SECTION;

6 (b) MAINTAIN A PUBLICLY ACCESSIBLE WEBSITE THAT CONTAINS
7 THE RULES AND POLICIES FOR THE PROGRAM AND ALLOWS A LANDLORD TO
8 SUBMIT A REQUEST FOR REIMBURSEMENT UNDER THIS SECTION; AND

9 (c) COLLECT DATA TO ESTABLISH THE EFFECTIVENESS OF THE
10 PROGRAM, INCLUDING THE NUMBER OF TOTAL CLAIMS AND TOTAL
11 AMOUNT REIMBURSED UNDER THE PROGRAM AND ANY INCIDENTS OF
12 FRAUD IDENTIFIED BY THE DEPARTMENT.

13 **SECTION 6.** In Colorado Revised Statutes, 38-20-102, **amend**
14 (3)(a) as follows:

15 **38-20-102. Lien for care and feeding of pet animals - lien for**
16 **lodging and boarding services for transient guests - landlord lien on**
17 **tenant's personal property.** (3) (a) Any person who rents furnished or
18 unfurnished rooms or apartments for the housekeeping purposes of ~~his~~
19 THE PERSON'S tenants, as well as the keeper of a trailer court who rents
20 trailer space, shall have a lien upon the tenant's personal property that is
21 then on or in the rental premises. The value of the lien shall be for the
22 amount of unpaid board, lodging, or rent, and for reasonable costs
23 incurred in enforcing the lien, not including attorney fees. The lien shall
24 be upon the household furniture, goods, appliances, and other personal
25 property of the tenant and members of ~~his~~ THE TENANT'S household then
26 being upon the rental premises, but exclusive of PET ANIMALS, small
27 kitchen appliances, cooking utensils, beds, bedding, necessary wearing

1 apparel, personal or business records and documents, and the personal
2 effects of the tenant and the members of ~~his~~ THE TENANT'S household.

3 **SECTION 7.** In Colorado Revised Statutes, 39-22-2102, **add**
4 (5.5) as follows:

5 **39-22-2102. Credit against tax - affordable housing**
6 **developments - legislative declaration - definitions.** (5.5) (a) NO
7 CREDIT SHALL BE ALLOCATED PURSUANT TO THIS PART 21 UNLESS
8 TENANTS RESIDING AT A QUALIFIED DEVELOPMENT ARE ALLOWED TO OWN
9 OR OTHERWISE MAINTAIN A PET ANIMAL AT THE UNIT THAT THE TENANT
10 RESIDES IN SUBJECT TO REASONABLE CONDITIONS THAT MAY BE IMPOSED
11 ON TENANTS FOR OWNING OR OTHERWISE MAINTAINING THE PET ANIMAL
12 AT THE UNIT.

13 (b) THE ALLOWANCE OF A PET ANIMAL TO RESIDE WITH A TENANT
14 IS SUBJECT TO STATE AND LOCAL LAWS GOVERNING PUBLIC HEALTH,
15 ANIMAL CONTROL, AND ANIMAL ANTI-CRUELTY.

16 (c) AS USED IN THIS SUBSECTION (5.5), UNLESS THE CONTEXT
17 OTHERWISE REQUIRES:

18 (I) "PET ANIMAL" HAS THE SAME MEANING AS SET FORTH IN
19 SECTION 35-80-102 (10).

20 (II) (A) "REASONABLE CONDITIONS" MAY INCLUDE POLICIES ON
21 NUISANCE BEHAVIORS, LEASHING REQUIREMENTS, REQUIREMENTS THAT
22 A TENANT HAVE LIABILITY INSURANCE, LIMITATIONS ON THE NUMBER OF
23 PET ANIMALS PERMITTED IN A SINGLE UNIT DETERMINED BY THE SIZE OF
24 THE UNIT, AND PROHIBITIONS ON OWNERSHIP OF A DANGEROUS DOG IN
25 ACCORDANCE WITH SECTION 18-9-204.5.

26 (B) "REASONABLE CONDITIONS" DOES NOT INCLUDE PROHIBITIONS
27 ON PET ANIMAL BREEDS OR WEIGHT RESTRICTIONS OF A PET ANIMAL.

1 **SECTION 8. Act subject to petition - effective date.** This act
2 takes effect January 1, 2024; except that, if a referendum petition is filed
3 pursuant to section 1 (3) of article V of the state constitution against this
4 act or an item, section, or part of this act within the ninety-day period
5 after final adjournment of the general assembly, then the act, item,
6 section, or part will not take effect unless approved by the people at the
7 general election to be held in November 2024 and, in such case, will take
8 effect on the date of the official declaration of the vote thereon by the
9 governor.