

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

REENGROSSED

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

LLS NO. 24-0173.01 Christopher McMichael x4775

SENATE BILL 24-094

SENATE SPONSORSHIP

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A BILL FOR AN ACT

101 **CONCERNING SAFE HOUSING FOR RESIDENTIAL TENANTS, AND, IN**
102 **CONNECTION THEREWITH, ESTABLISHING AND CLARIFYING**
103 **PROCEDURES REGARDING A TENANT'S CLAIM OF BREACH OF THE**
104 **WARRANTY OF HABITABILITY.**

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 modifies existing warranty of habitability laws by clarifying actions that constitute a breach of the warranty of habitability (breach) and procedures for both landlords and tenants when a warranty

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.

SENATE
3rd Reading Unamended
March 11, 2024

SENATE
Amended 2nd Reading
March 8, 2024

of habitability claim (claim) is alleged by the tenant. Updates to existing warranty of habitability laws include:

- Establishing time frames for when a landlord must communicate with the tenant and commence remedial action after having actual or constructive notice of a condition related to the habitability of a residential premises;
- Requiring a landlord to perform conduct to address an uninhabitable condition until such condition is completely remedied or repaired;
- Establishing a rebuttable presumption that a landlord has failed the landlord's duty to remedy or repair a condition if the condition continues to exist either 7 or 14 days after the landlord has actual or constructive notice of the condition, depending on the condition at issue in the tenant's claim;
- Determining when a landlord is presumed to have actual or constructive notice of a condition;
- Requiring a landlord to provide a tenant with a comparable dwelling unit or hotel room under certain circumstances while the landlord addresses any uninhabitable conditions that materially interfere with the tenant's life, health, or safety;
- Requiring a landlord to maintain all records, including correspondence and other documentation, relevant to a tenant's claim and any remedial actions taken by the landlord;
- Establishing procedures for when a landlord may enter the dwelling unit of a tenant to address an uninhabitable condition and identifying circumstances when a tenant may deny a landlord entry to the dwelling unit;
- Clarifying certain conditions or characteristics of residential premises that are considered uninhabitable;
- Establishing that there is a rebuttable presumption that certain conditions and characteristics of a residential premises materially interfere with a tenant's life, health, or safety; and
- Modifying and clarifying a tenant's option for remedies when bringing a claim against a landlord and modifying procedures for accessing those remedies.

The bill establishes legal standards and court procedures related to claims, including authorizing a tenant to raise a breach as an affirmative defense against a landlord's action for possession or action of collection against the tenant. The bill also establishes legal standards and procedures for a landlord's defense to a claim and limitations on a tenant's claim. The bill instructs the court in its calculation of actual and punitive damages

for breach cases.

The bill prohibits retaliation and specifies what tenant actions are protected by the prohibition on retaliation and what actions constitute retaliation by the landlord.

The bill clarifies the jurisdiction of the attorney general and county and district courts over matters related to violations of the warranty of habitability.

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

2 **SECTION 1.** In Colorado Revised Statutes, 38-12-501, **amend**
3 (2)(b); and **add** (2)(d), (2)(e), and (3) as follows:

4 **38-12-501. Legislative declaration - matter of statewide**
5 **concern - purposes and policies.** (2) The underlying purposes and
6 policies of this part 5 are to:

7 (b) Encourage landlords and tenants to maintain and improve the
8 quality of housing; **and**

9 (d) PROMOTE PUBLIC HEALTH BY ENSURING RENTAL HOUSING IS
10 SAFE AND HEALTHY FOR TENANTS; AND

11 (e) PROTECT AND PROVIDE REMEDIES FOR TENANTS WHO
12 EXPERIENCE UNINHABITABLE CONDITIONS AT THEIR RESIDENTIAL
13 PREMISES.

14 (3) THIS PART 5 SHOULD BE BROADLY INTERPRETED TO ACHIEVE
15 ITS INTENDED PURPOSE.

16 **SECTION 2.** In Colorado Revised Statutes, 38-12-502, **amend**
17 (1), (4.5), (5), and (9); **repeal** (4) **and** (10); and **add** (2.5), (4.6), (4.8),
18 (5.7) (6.3), (6.5), (6.8), and (11) as follows:

19 **38-12-502. Definitions.** As used in this part 5 and part 8 of this
20 article 12, unless the context otherwise requires:

21 (1) "Appliance" means a refrigerator, range stove, ~~or~~ oven, AIR
22 CONDITIONER, PERMANENT COOLING DEVICE, OR PORTABLE COOLING

1 DEVICE that is included within a residential premises by a landlord. ~~for the~~
2 ~~use of the tenant pursuant to the rental agreement or any other agreement~~
3 ~~between the landlord and the tenant.~~ Nothing in this section PART 5
4 requires a landlord to provide ~~any~~ AN appliance, and ~~section 38-12-505~~
5 THIS PART 5 applies to appliances solely to the extent that appliances are
6 part of a written agreement between the landlord and the tenant or are
7 otherwise actually provided to a tenant by the landlord at the inception of
8 OR DURING the tenant's occupancy of the residential premises.

9 (2.5) "DISABILITY" HAS THE SAME MEANING AS SET FORTH IN THE
10 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.
11 12101 ET SEQ., AND ITS RELATED AMENDMENTS AND IMPLEMENTING
12 REGULATIONS.

13 ~~(4) "Electronic notice" means notice by electronic mail or an~~
14 ~~electronic portal or management communications system that is available~~
15 ~~to both a landlord and a tenant.~~

16 (4.5) "Environmental public health event" means a ~~natural~~ disaster
17 or an environmental event, such as a wildfire, a flood, or a release of toxic
18 contaminants, that could create negative health and safety impacts OR
19 OTHERWISE MAKES A RESIDENTIAL PREMISES UNINHABITABLE, AS
20 DESCRIBED IN SECTION 38-12-505, for tenants that live in nearby
21 residential premises.

22 (4.6) "EXTREME HEAT EVENT" MEANS A DAY ON WHICH THE
23 NATIONAL WEATHER SERVICE OF THE NATIONAL OCEANIC AND
24 ATMOSPHERIC ADMINISTRATION HAS DECLARED, PREDICTED, OR
25 INDICATED THAT THERE IS A HEAT ADVISORY, EXCESSIVE HEAT WATCH, OR
26 EXCESSIVE HEAT WARNING FOR THE COUNTY IN WHICH A RESIDENTIAL
27 PREMISES IS LOCATED.

1 (4.8) "HOTEL ROOM" MEANS ONE OR MORE ROOMS IN A LICENSED
2 OR PERMITTED COMMERCIAL LODGING ESTABLISHMENT.

3 (5) "Landlord" means the owner, manager, lessor, ~~or~~ sublessor,
4 SUCCESSOR IN INTEREST, OR AGENT OF THE OWNER of a residential
5 premises.

6 (5.7) (a) "MAINTENANCE SERVICE" MEANS ANY SERVICE PROVIDED
7 AT A LANDLORD'S EXPENSE FOR THE PURPOSE OF GENERALLY
8 MAINTAINING, INSPECTING, REPAIRING, OR ENSURING THE UPKEEP AND
9 PRESERVATION OF A RESIDENTIAL PREMISES.

10 (b) "MAINTENANCE SERVICE" DOES NOT INCLUDE A ONE-TIME OR
11 SPECIALIZED THIRD-PARTY CONTRACTOR WHO IS NOT AN AGENT OF THE
12 LANDLORD AND ONLY PROVIDES A LIMITED OR EXPERT SERVICE TO A
13 RESIDENTIAL PREMISES.

14 (6.3) "ORGANIZING" MEANS ANY LAWFUL, CONCERTED ACTIVITY
15 BY A TENANT OR A TENANT'S GUEST OR AN INVITEE FOR THE PURPOSE OF
16 MUTUAL AID OR ESTABLISHING, SUPPORTING, OR OPERATING A TENANTS'
17 ASSOCIATION OR SIMILAR ORGANIZATION OR EXERCISING ANY OTHER
18 RIGHT OR REMEDY PROVIDED BY LAW.

19 (6.5) (a) "PORTABLE COOLING DEVICE" MEANS AN AIR
20 CONDITIONER OR EVAPORATIVE COOLER, INCLUDING DEVICES MOUNTED
21 IN A WINDOW OR THAT ARE DESIGNED TO SIT ON THE FLOOR.

22 (b) "PORTABLE COOLING DEVICE" DOES NOT INCLUDE A
23 PERMANENT COOLING DEVICE WHERE INSTALLATION OF THE DEVICE
24 REQUIRES PERMANENT ALTERATION TO THE DWELLING UNIT.

25 (6.8) "REMEDIAL ACTION" MEANS TIMELY AND GOOD FAITH
26 EFFORTS TO REPAIR OR REMEDY AN UNINHABITABLE CONDITION AT A
27 RESIDENTIAL PREMISES OR DWELLING UNIT AND TO MITIGATE ANY

1 NEGATIVE EFFECT OF THE CONDITION.

2 (9) (a) "Tenant" means ~~a person~~ AN INDIVIDUAL entitled under a
3 rental agreement to occupy a dwelling unit to the exclusion of others.

4 (b) "TENANT" INCLUDES ANY MEMBER OF A TENANT'S HOUSEHOLD,
5 INCLUDING ANY INDIVIDUAL WHO HAS A RIGHT TO OCCUPY THE DWELLING
6 UNIT WITH THE TENANT UNDER ANY LOCAL, STATE, OR FEDERAL LAW; THE
7 RENTAL AGREEMENT; OR ANY SEPARATE AGREEMENT WITH THE LANDLORD
8 OR ANY INDIVIDUAL WHO OTHERWISE HAS EXPLICIT OR IMPLICIT
9 PERMISSION FROM THE LANDLORD TO OCCUPY THE DWELLING UNIT.

10 (10) ~~"Vulnerable population" means children, individuals with
11 asthma, individuals with disabilities, individuals who are pregnant, or any
12 other group of individuals that has health conditions that could make the
13 individuals more susceptible to environmental contaminants.~~

14 (11) (a) "WRITTEN", "WRITING", OR "IN WRITING" MEANS ANY
15 RECORD CONVEYING INFORMATION IN A FORM THAT MAY BE RETAINED BY
16 THE RECIPIENT OR SENDER OR THAT IS CAPABLE OF BEING DISPLAYED IN
17 VISUAL TEXT IN A FORM THE INDIVIDUAL MAY RETAIN, INCLUDING PAPER,
18 ELECTRONIC, AND DIGITAL.

19 (b) "WRITTEN", "WRITING", OR "IN WRITING", AS DEFINED IN
20 SUBSECTION (11)(a) OF THIS SECTION, APPLIES ONLY TO THIS PART 5 AND
21 DOES NOT APPLY TO THE WRITTEN NOTICE OR DEMAND REQUIREMENTS IN
22 ARTICLE 40 OF TITLE 13.

23 **SECTION 3.** In Colorado Revised Statutes, **repeal and reenact,**
24 **with amendments,** 38-12-503 as follows:

25 **38-12-503. Warranty of habitability - notice - landlord**
26 **obligations.** (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS
27 DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN

1 HABITATION AT THE INCEPTION OF THE TENANT'S OCCUPANCY AND THAT
2 THE LANDLORD WILL MAINTAIN THE RESIDENTIAL PREMISES AS FIT FOR
3 HUMAN HABITATION, THROUGHOUT THE ENTIRE PERIOD THAT THE TENANT
4 LAWFULLY OCCUPIES THE RESIDENTIAL PREMISES OR DWELLING UNIT.

5 (2) A LANDLORD BREACHES THE WARRANTY OF HABITABILITY SET
6 FORTH IN SUBSECTION (1) OF THIS SECTION IF:

7 (a) A RESIDENTIAL PREMISES IS:

8 (I) UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505; OR

9 (II) IN A CONDITION THAT MATERIALLY INTERFERES WITH THE
10 TENANT'S LIFE, HEALTH, OR SAFETY; AND

11 (b) THE LANDLORD HAS NOTICE, AS DESCRIBED IN SUBSECTION
12 (3)(e) OF THIS SECTION, OF THE CONDITION DESCRIBED IN SUBSECTION
13 (2)(a) OF THIS SECTION AND:

14 (I) HAS FAILED TO COMMENCE REMEDIAL ACTION IN ACCORDANCE
15 WITH SUBSECTION (4) OF THIS SECTION WITHIN THE FOLLOWING PERIOD
16 AFTER HAVING NOTICE:

17 (A) TWENTY-FOUR HOURS, WHERE THE CONDITION MATERIALLY
18 INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY; OR

19 (B) SEVENTY-TWO HOURS, WHERE THE RESIDENTIAL PREMISES ARE
20 UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE;

21 (II) HAS COMMENCED REMEDIAL ACTION, IN ACCORDANCE WITH
22 SUBSECTION (4) OF THIS SECTION, WITHIN THE PERIOD DESCRIBED IN
23 SUBSECTION (2)(b)(I) OF THIS SECTION, BUT FAILED TO CONTINUE
24 PERFORMING THE REMEDIAL ACTION AS NEEDED UNTIL THE CONDITION
25 WAS REMEDIED OR REPAIRED;

26 (III) HAS FAILED TO COMPLETELY REMEDY OR REPAIR THE
27 CONDITION WITHIN A REASONABLE TIME AFTER COMMENCING REMEDIAL

1 ACTION;

2 (IV) HAS FAILED TO COMPLY WITH SUBSECTION (8) OF THIS
3 SECTION CONCERNING A RESIDENTIAL PREMISES THAT HAS BEEN DAMAGED
4 DUE TO AN ENVIRONMENTAL PUBLIC HEALTH EVENT; OR

5 (V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE
6 RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE
7 INCEPTION OF THE TENANT'S OCCUPANCY.

8 (3) (a) THERE IS A REBUTTABLE PRESUMPTION THAT A LANDLORD
9 HAS FAILED TO COMMENCE REMEDIAL ACTION, CONTINUE PERFORMING
10 REMEDIAL ACTION, OR COMPLETELY REMEDY OR REPAIR A CONDITION
11 THAT RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE WITHIN A
12 REASONABLE TIME IF:

13 (I) THE LANDLORD HAS FAILED TO COMMUNICATE WITH THE
14 TENANT AFTER HAVING NOTICE OF A CONDITION WITHIN THE TIME
15 FRAME REQUIRED UNDER SUBSECTION (6) OF THIS SECTION; OR

16 (II) THE CONDITION CONTINUES TO EXIST:

17 (A) FOURTEEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
18 NOTICE OF THE CONDITION, WHERE THE RESIDENTIAL PREMISES ARE
19 UNINHABITABLE AS DESCRIBED IN SECTION 38-12-505 OR OTHERWISE; OR

20 (B) SEVEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
21 NOTICE OF THE CONDITION, WHERE THE CONDITION MATERIALLY
22 INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY.

23 (b) A LANDLORD MAY REBUT THE PRESUMPTION IN SUBSECTION
24 (3)(a) OF THIS SECTION BY ESTABLISHING, THROUGH CLEAR AND
25 CONVINCING EVIDENCE, THAT:

26 (I) THE LANDLORD COMMENCED AND CONTINUED PERFORMING
27 REMEDIAL ACTION BUT THE CONDITION COULD NOT BE COMPLETELY

1 REMEDIED OR REPAIRED DUE TO CIRCUMSTANCES OUTSIDE THE
2 LANDLORD'S REASONABLE CONTROL;

3 (II) REMEDIAL ACTION WOULD REQUIRE ENTRY TO THE TENANT'S
4 DWELLING UNIT AND THE TENANT UNREASONABLY DENIED THE LANDLORD
5 ENTRY TO THE DWELLING UNIT; OR

6 (III) THE TENANT ENGAGED IN CONDUCT THAT UNREASONABLY
7 DELAYED OR OTHERWISE PREVENTED THE LANDLORD FROM COMMENCING
8 REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION
9 (2)(b)(I) OF THIS SECTION, FROM CONTINUING TO PERFORM REMEDIAL
10 ACTION, OR FROM COMPLETELY REMEDYING OR REPAIRING THE CONDITION
11 WITHIN A REASONABLE TIME.

12 (c) NOTWITHSTANDING THE CIRCUMSTANCES DESCRIBED IN
13 SUBSECTION (3)(b) OF THIS SECTION, A LANDLORD MUST REASONABLY
14 CONTINUE TO MAKE EFFORTS TO COMMENCE OR CONTINUE PERFORMING
15 REMEDIAL ACTION TO REMEDY OR REPAIR A CONDITION THAT RENDERS
16 THE TENANT'S RESIDENTIAL PREMISES UNINHABITABLE AND FOR WHICH
17 THE LANDLORD HAS _____ NOTICE. THESE EFFORTS TO COMMENCE OR
18 CONTINUE PERFORMING REMEDIAL ACTION SHALL INCLUDE PROMPT
19 CORRESPONDENCE AND GOOD FAITH COOPERATION WITH THE TENANT AND
20 MAY REQUIRE PROMPT CORRESPONDENCE AND GOOD FAITH COOPERATION
21 WITH MAINTENANCE STAFF, THIRD-PARTY CONTRACTORS, A GOVERNMENT
22 OFFICIAL, OR ANY OTHER PERSON WHOSE INVOLVEMENT IS NECESSARY TO
23 REMEDY OR REPAIR THE CONDITION.

24 (d) IF A TENANT DENIES ENTRY TO THE DWELLING UNIT AND ENTRY
25 TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR CONTINUE
26 PERFORMING REMEDIAL ACTION, THE PRESUMPTIVE TIME PERIODS
27 DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS SECTION ARE TOLLED UNTIL

1 THE DATE THAT THE TENANT PROPOSES AS A REASONABLE ALTERNATIVE
2 DATE AND TIME FOR ENTRY OR ANOTHER DATE AND TIME THAT THE
3 LANDLORD PROPOSES AND TO WHICH THE TENANT AGREES IN
4 ACCORDANCE WITH SUBSECTION (6)(b) OF THIS SECTION.

5 (e) A LANDLORD HAS NOTICE OF A CONDITION DESCRIBED IN
6 SUBSECTION (2)(a) OF THIS SECTION IF THERE IS ANY WRITING THAT
7 PROVIDES A BASIS FOR THE LANDLORD TO SUBSTANTIALLY KNOW THAT
8 THE CONDITION EXISTS OR MAY EXIST, INCLUDING:

9 (I) WRITTEN NOTICE FROM A GOVERNMENTAL ENTITY REGARDING
10 THE CONDITION;

11 (II) WRITTEN NOTICE FROM A THIRD PARTY REGARDING THE
12 CONDITION;

13 (III) WRITTEN NOTICE FROM A TENANT CONCERNING A CONDITION
14 THAT MAY AFFECT MULTIPLE TENANTS;

15 (IV) A TENANT'S WRITTEN CORRESPONDENCE WITH MAINTENANCE
16 STAFF OR A MAINTENANCE SERVICE PROVIDED BY THE LANDLORD,
17 INCLUDING A MAINTENANCE SERVICE PROVIDED BY A THIRD PARTY;

18 (V) WRITTEN OBSERVATIONS OR WRITTEN REPORTS THAT THE
19 LANDLORD HAS OBTAINED PERSONALLY, DIRECTLY, OR INDIRECTLY; OR

20 (VI) WRITTEN NOTICE FROM THE TENANT REGARDING THE
21 CONDITION, WHICH NOTICE IS SENT IN A MANNER THAT THE LANDLORD
22 TYPICALLY USES TO COMMUNICATE WITH THE TENANT.

23

24 (f) (I) ANY NOTICE PROVIDED BY A TENANT IS SUFFICIENT IF THE
25 NOTICE IS PROVIDED TO THE LANDLORD IN A MANNER THAT IS REQUIRED
26 OR PERMITTED BY THE RENTAL AGREEMENT OR BY ANY PROPERTY RULES
27 OR REGULATIONS PERTAINING TO THE TENANCY OR RESIDENTIAL

1 PREMISES.

2 (II) A RENTAL AGREEMENT OR PROPERTY RULE OR REGULATION
3 PERTAINING TO A TENANCY OR RESIDENTIAL PREMISES THAT STATES THAT
4 A TENANT MAY OR MUST GIVE NOTICE OF AN UNINHABITABLE CONDITION
5 TO THE LANDLORD VERBALLY WAIVES THE LANDLORD'S RIGHT TO RECEIVE
6 WRITTEN NOTICE UNDER SUBSECTION (3)(e) OF THIS SECTION.

7 (4) (a) (I) UPON HAVING NOTICE OF A CONDITION DESCRIBED IN
8 SUBSECTION (2)(a) OF THIS SECTION, A LANDLORD SHALL COMMENCE
9 REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION
10 (2)(b) OF THIS SECTION UNLESS THE CIRCUMSTANCES DESCRIBED IN
11 SUBSECTION (3)(b) OF THIS SECTION PREVENTED THE LANDLORD FROM
12 COMMENCING REMEDIAL ACTION.

13 (II) IF THE CONDITION MATERIALLY INTERFERES WITH THE
14 TENANT'S LIFE, HEALTH, OR SAFETY OR IS A CONDITION DESCRIBED IN
15 SECTION 38-12-505 (4)(I), REMEDIAL ACTION MUST INCLUDE A LANDLORD
16 PROVIDING THE TENANT, AT THE REQUEST OF THE TENANT AND WITHIN
17 TWENTY-FOUR HOURS AFTER THE TENANT'S REQUEST:

18 (A) A COMPARABLE DWELLING UNIT, AS SELECTED BY THE
19 LANDLORD, AT NO COST TO THE TENANT; OR

20 (B) A HOTEL ROOM, AS SELECTED BY THE LANDLORD, AT NO COST
21 TO THE TENANT.

22 (b) (I) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST
23 INCLUDE AT LEAST THE SAME NUMBER OF BEDS AS THERE ARE BEDS
24 USED IN A TENANT'S DWELLING UNIT.

25 (II) IF A TENANT REQUIRES A COMPARABLE DWELLING UNIT OR
26 HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS:

27 (A) THE COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST

1 INCLUDE A REFRIGERATOR WITH A FREEZER AND A RANGE STOVE OR OVEN;
2 OR

3 (B) THE LANDLORD MUST PROVIDE A PER DIEM FOR DAILY MEALS
4 AND INCIDENTALS FOR EACH TENANT IN AN AMOUNT THAT IS AT LEAST
5 EQUAL TO THE COLORADO STATE EMPLOYEE PER DIEM FOR INTRASTATE
6 TRAVEL AS ESTABLISHED BY THE DEPARTMENT OF PERSONNEL. THE
7 LANDLORD MUST PROVIDE THE PER DIEM TO THE TENANT AT THE TIME THE
8 LANDLORD REASONABLY EXPECTS THE TENANT TO BE IN A COMPARABLE
9 DWELLING UNIT OR HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS
10 AND FOR EVERY TWENTY-FOUR-HOUR PERIOD THEREAFTER.

11 (III) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST BE
12 HABITABLE, ACCESSIBLE TO AN INDIVIDUAL WITH DISABILITIES IF THE
13 TENANT HAS A DISABILITY, AND LOCATED WITHIN FIVE MILES OF THE
14 TENANT'S DWELLING UNIT, UNLESS THE TENANT CONSENTS AT THE TIME OF
15 THE REQUEST OR AFTER THE REQUEST TO A COMPARABLE DWELLING UNIT
16 OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES FROM THE TENANT'S
17 DWELLING UNIT. IF A COMPARABLE DWELLING UNIT OR HOTEL ROOM
18 WITHIN FIVE MILES OF THE TENANT'S DWELLING UNIT IS NOT AVAILABLE
19 FOR THE TENANT'S USE, THE LANDLORD MUST SELECT THE NEAREST
20 AVAILABLE COMPARABLE DWELLING UNIT OR HOTEL ROOM.

21 (IV) IF A TENANT IS RELOCATED PURSUANT TO SUBSECTION (4)(a)
22 OF THIS SECTION, A LANDLORD IS REQUIRED TO PAY FOR ONLY THE
23 FOLLOWING EXPENSES THAT ARISE FROM RELOCATING THE TENANT:

24 (A) A PER DIEM ALLOWANCE PURSUANT TO SUBSECTION
25 (4)(b)(II)(B) OF THIS SECTION; AND

26 (B) REASONABLE COSTS THAT ARE INCURRED DUE TO THE
27 TENANT'S RELOCATION, INCLUDING STORAGE AND TRANSPORTATION

1 COSTS.

2 (V) A RELOCATED TENANT REMAINS RESPONSIBLE FOR ANY
3 PORTION OF THE RENT PAYMENT OWED UNDER THE RENTAL AGREEMENT
4 DURING THE PERIOD OF ANY TEMPORARY RELOCATION AND FOR THE
5 REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING
6 REMEDIATION.

7 (c) IF A TENANT IS PROVIDED A HOTEL ROOM DUE TO A CONDITION
8 DESCRIBED IN SUBSECTION (2)(a)(II) OF THIS SECTION AND THE CONDITION
9 CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE DAYS
10 DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE
11 CONTROL, THE LANDLORD IS REQUIRED TO PROVIDE THE HOTEL ROOM TO
12 THE TENANT FOR ONLY UP TO SIXTY CONSECUTIVE DAYS. THE LANDLORD
13 IS RELIEVED OF THE LANDLORD'S OBLIGATION TO PROVIDE HOTEL
14 ACCOMMODATIONS TO THE TENANT IF THE LANDLORD:

15 (I) DETERMINES THAT THE CONDITION AT THE RESIDENTIAL
16 PREMISES CANNOT BE REMEDIED OR REPAIRED WITHIN SIXTY CONSECUTIVE
17 DAYS DUE TO CIRCUMSTANCES OUTSIDE THE LANDLORD'S REASONABLE
18 CONTROL;

19 (II) PROVIDES THE TENANT, AT THE EARLIEST OPPORTUNITY,
20 WRITTEN NOTICE THAT SPECIFIES:

21 (A) THAT THE UNINHABITABLE CONDITION AT THE RESIDENTIAL
22 PREMISES CANNOT BE REMEDIED OR REPAIRED TO A CONDITION THAT NO
23 LONGER MATERIALLY INTERFERES WITH A TENANT'S LIFE, HEALTH, OR
24 SAFETY WITHIN SIXTY CONSECUTIVE DAYS FROM THE START OF THE
25 TENANT'S HOTEL STAY;

26 (B) THE DATE THAT THE TENANT'S HOTEL ACCOMMODATIONS WILL
27 NO LONGER BE PROVIDED TO THE TENANT AT THE LANDLORD'S EXPENSE,

1 WHICH DATE MUST BE NO EARLIER THAN SIXTY CONSECUTIVE DAYS AFTER
2 THE START OF THE TENANT'S HOTEL STAY AT THE LANDLORD'S EXPENSE;

3 AND

4 (C) THAT THE TENANT MAY TERMINATE THEIR RENTAL
5 AGREEMENT WITH NO LIABILITY OR FINANCIAL PENALTY TO THE TENANT;

6 AND

7 (III) RETURNS TO THE TENANT THE TENANT'S FULL SECURITY
8 DEPOSIT ON OR BEFORE THE DATE THAT THE LANDLORD PROVIDES THE
9 TENANT NOTICE IN ACCORDANCE WITH SUBSECTION (4)(c)(I) OF THIS
10 SECTION.

11 (5) (a) A LANDLORD SHALL MAINTAIN ACCURATE AND COMPLETE
12 RECORDS OF ALL WRITTEN NOTICES AND CORRESPONDENCE, AS DESCRIBED
13 IN SUBSECTION (3)(e) OF THIS SECTION, AND ALL DOCUMENTATION
14 RELEVANT TO ANY UNINHABITABLE CONDITION OR REMEDIAL ACTION
15 TAKEN TO REMEDY OR REPAIR A CONDITION THAT RENDERS A TENANT'S
16 DWELLING UNIT UNINHABITABLE.

17 (b) A LANDLORD MUST MAINTAIN THE RECORDS DESCRIBED IN
18 SUBSECTION (5)(a) OF THIS SECTION FOR THE ENTIRE PERIOD OF THE
19 TENANT'S OCCUPANCY OF THE DWELLING UNIT AND FOR AT LEAST ONE
20 YEAR THEREAFTER.

21 (c) A LANDLORD SHALL PROVIDE TO A TENANT, UPON REQUEST BY
22 THE TENANT, ANY RECORD, NOTICE, CORRESPONDENCE, OR OTHER
23 DOCUMENTATION RELATED TO A CONDITION OR REMEDIAL ACTION WITHIN
24 TEN CALENDAR DAYS AFTER THE TENANT'S REQUEST.

25 (6) (a) A LANDLORD THAT HAS _____ NOTICE OF A CONDITION
26 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION SHALL:

27 (I) CONTACT THE TENANT NOT MORE THAN TWENTY-FOUR HOURS

1 AFTER RECEIVING THE NOTICE; EXCEPT THAT A LANDLORD MAY TAKE UP
2 TO SEVENTY-TWO HOURS TO CONTACT THE TENANT AFTER THE LANDLORD
3 HAS _____ NOTICE THAT THE RESIDENTIAL PREMISES IS INACCESSIBLE
4 BECAUSE OF AN ENVIRONMENTAL PUBLIC HEALTH EVENT. THE
5 COMMUNICATION MUST INDICATE THE LANDLORD'S INTENTIONS TO
6 REMEDY OR REPAIR THE CONDITION, INCLUDING AN ESTIMATE OF WHEN
7 THE REMEDIAL ACTION WILL COMMENCE AND WHEN IT WILL BE
8 COMPLETED.

9 (II) INFORM THE TENANT OF THE LANDLORD'S RESPONSIBILITIES
10 UNDER SUBSECTION (4) OF THIS SECTION, INCLUDING THE LANDLORD'S
11 OBLIGATION TO PROVIDE THE TENANT A COMPARABLE DWELLING UNIT OR
12 HOTEL ROOM AT NO COST TO THE TENANT; AND

13 (III) PROVIDE THE TENANT WITH WRITTEN NOTICE AT LEAST
14 TWENTY-FOUR HOURS IN ADVANCE OF ENTRY TO THE DWELLING UNIT IF
15 ENTRY TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR MAINTAIN
16 REMEDIAL ACTION; EXCEPT THAT THE LANDLORD IS NOT REQUIRED TO
17 PROVIDE ADVANCE NOTICE WHEN THE CONDITION MATERIALLY AND
18 IMMINENTLY THREATENS AN INDIVIDUAL'S LIFE, HEALTH, OR SAFETY OR
19 WHEN THE CONDITION POSES AN ACTIVE AND ONGOING THREAT OF
20 CAUSING, AND, WITHOUT IMMEDIATE REMEDIATION, WOULD CAUSE,
21 SUBSTANTIAL AND MATERIAL DAMAGE TO THE RESIDENTIAL PREMISES.

22 (b) (I) A LANDLORD SHALL PROVIDE THE DATE AND TIME THE
23 LANDLORD INTENDS TO ENTER A TENANT'S DWELLING UNIT AND A
24 REASONABLE ESTIMATE OF THE DURATION THE LANDLORD, OR ANY OTHER
25 PARTY ACTING ON BEHALF OF THE LANDLORD, WILL NEED TO BE IN THE
26 TENANT'S DWELLING UNIT.

27 (II) EXCEPT AS PROVIDED IN SUBSECTION (6)(a)(III) OF THIS

1 SECTION, A TENANT MAY REASONABLY DENY ENTRY TO THE DWELLING
2 UNIT AT THE DATE AND TIME THE LANDLORD REQUESTS ENTRY. THE
3 LANDLORD MUST THEN PROPOSE AND THE TENANT MAY ACCEPT OR
4 PROPOSE A REASONABLE ALTERNATIVE DATE AND TIME FOR THE
5 LANDLORD TO ENTER THE TENANT'S DWELLING UNIT.

6 (III) A TENANT MAY PERMIT THE LANDLORD TO ENTER THE
7 DWELLING UNIT WITH LESS THAN TWENTY-FOUR HOURS ADVANCE NOTICE.

8 (7) A LANDLORD THAT HAS _____ NOTICE OF A CONDITION, AS
9 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT THE TENANT'S
10 DWELLING UNIT OR THE RESIDENTIAL PREMISES IS RESPONSIBLE FOR
11 REMEDYING AND REPAIRING THE DWELLING UNIT OR RESIDENTIAL
12 PREMISES TO A HABITABLE STANDARD AT THE LANDLORD'S EXPENSE,
13 EXCEPT AS DESCRIBED IN SUBSECTION (9) OF THIS SECTION.

14 (8) (a) A LANDLORD THAT HAS _____ NOTICE OF A CONDITION, AS
15 DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, AT A RESIDENTIAL
16 PREMISES THAT HAS BEEN DAMAGED DUE TO AN ENVIRONMENTAL PUBLIC
17 HEALTH EVENT SHALL COMPLY WITH THE STANDARDS DESCRIBED IN
18 SECTION 38-12-505 (1)(b)(XIII) WITHIN A REASONABLE AMOUNT OF TIME
19 GIVEN THE CONDITION OF THE PREMISES AND AT THE LANDLORD'S
20 EXPENSE.

21 (b) ONCE A GOVERNMENTAL ENTITY, GOVERNMENT OFFICIAL, LAW
22 ENFORCEMENT OFFICER, OR PUBLIC SAFETY OFFICER DEEMS A TENANT'S
23 DWELLING UNIT SAFE FOR REENTRY AFTER AN ENVIRONMENTAL PUBLIC
24 HEALTH EVENT, THE LANDLORD MUST GRANT THE TENANT OR TENANT'S
25 REPRESENTATIVE ACCESS TO THE DWELLING UNIT FOR THE PURPOSES OF
26 RETRIEVING THE TENANT'S PERSONAL PROPERTY, EVEN IF THE
27 RESIDENTIAL PREMISES THAT INCLUDES THE TENANT'S DWELLING UNIT IS

1 CONSIDERED UNINHABITABLE UNDER THIS SECTION.

2 (c) A LANDLORD THAT HAS REMEDIED OR REPAIRED A RESIDENTIAL
3 PREMISES TO A HABITABLE STANDARD FOLLOWING AN ENVIRONMENTAL
4 PUBLIC HEALTH EVENT SHALL PROVIDE THE TENANT WITH
5 DOCUMENTATION THAT DEMONSTRATES COMPLIANCE WITH THE
6 STANDARDS DESCRIBED IN SECTION 38-12-505 (1)(b)(XIII).

7 (d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN
8 UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE
9 LANDLORD HAS _____ NOTICE OF A CONDITION THAT RENDERS THE
10 RESIDENTIAL PREMISES UNINHABITABLE AFTER AN ENVIRONMENTAL
11 PUBLIC HEALTH EVENT IS NOT CONSIDERED EVIDENCE OF REMEDIATION.

12 (9) WHEN A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS
13 SECTION IS SUBSTANTIALLY CAUSED BY THE MISCONDUCT OF THE TENANT,
14 A MEMBER OF THE TENANT'S HOUSEHOLD, A GUEST OR AN INVITEE OF THE
15 TENANT, OR A PERSON UNDER THE TENANT'S DIRECTION OR CONTROL, THE
16 CONDITION DOES NOT CONSTITUTE A BASIS FOR A BREACH OF THE
17 WARRANTY OF HABITABILITY UNDER SUBSECTION (2) OF THIS SECTION. IT
18 IS NOT MISCONDUCT UNDER THIS SUBSECTION (9) BY A VICTIM OF
19 DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS
20 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING IF THE CONDITION IS
21 THE RESULT OF DOMESTIC VIOLENCE; DOMESTIC ABUSE; UNLAWFUL
22 SEXUAL BEHAVIOR, AS DESCRIBED IN SECTION 16-22-102 (9); OR STALKING
23 AND THE LANDLORD HAS NOTICE AT ANY TIME OF THE DOMESTIC
24 VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS
25 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING, AS DESCRIBED IN
26 SECTION 38-12-402 (2)(a).

27 (10) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT

1 WAIVING OR MODIFYING ANY RIGHT, REMEDY, OBLIGATION, OR
2 PROHIBITION PROVIDED IN THIS PART 5 IS VOID AS CONTRARY TO PUBLIC
3 POLICY.

4 (11) A LANDLORD MAY TERMINATE A RENTAL AGREEMENT, IF
5 PERMITTED BY THE RENTAL AGREEMENT AND WITHOUT FURTHER
6 LIABILITY TO THE LANDLORD OR TENANT, IF THE RESIDENTIAL PREMISES
7 IS DAMAGED AS A RESULT OF A SUDDEN ENVIRONMENTAL PUBLIC HEALTH
8 EVENT OR AN ACTION TAKEN BY A GOVERNMENTAL AUTHORITY THAT
9 RENDERS CONTINUED OCCUPANCY OF THE RESIDENTIAL PREMISES
10 IMPOSSIBLE OR UNLAWFUL AND:

11 (a) THE LANDLORD WAS NOT ALREADY IN BREACH OF THE
12 WARRANTY OF HABITABILITY PRIOR TO THE SUDDEN ENVIRONMENTAL
13 PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

14 (b) IT WOULD BE IMPRACTICABLE FOR THE LANDLORD TO REMEDY
15 OR REPAIR THE RESIDENTIAL PREMISES INTO COMPLIANCE WITH THE
16 WARRANTY OF HABITABILITY DUE TO THE SUDDEN ENVIRONMENTAL
17 PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

18 (c) THE LANDLORD GIVES A MINIMUM OF THIRTY DAYS' WRITTEN
19 NOTICE TO THE TENANT CONCERNING THE TERMINATION OF THE RENTAL
20 AGREEMENT DUE TO THE SUDDEN ENVIRONMENTAL PUBLIC HEALTH EVENT
21 OR GOVERNMENT ACTION AND COMPLIES WITH ALL LANDLORD
22 OBLIGATIONS UNDER THIS PART 5 THROUGH THE DATE OF TERMINATION;

23 (d) THE LANDLORD GRANTS THE TENANT OR TENANT'S
24 REPRESENTATIVE ACCESS TO THE TENANT'S DWELLING UNIT FOR THE
25 PURPOSE OF RETRIEVING THE TENANT'S PERSONAL PROPERTY PRIOR TO THE
26 TERMINATION OF THE RENTAL AGREEMENT; EXCEPT THAT, IF IT IS UNSAFE
27 TO ENTER THE DWELLING UNIT PRIOR TO TERMINATION OF THE RENTAL

1 AGREEMENT, THE LANDLORD SHALL AGREE IN A SIGNED WRITING TO
2 GRANT THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE
3 DWELLING UNIT TO RETRIEVE PERSONAL PROPERTY AT THE EARLIEST
4 POSSIBLE TIME THAT IT IS SAFE TO DO SO;

5 (e) NOTWITHSTANDING SECTION 38-12-103, THE LANDLORD
6 RETURNS THE TENANT'S SECURITY DEPOSIT PRIOR TO OR ON THE DATE OF
7 THE TERMINATION OF THE RENTAL AGREEMENT; AND

8 (f) THE LANDLORD PROVIDES A PRORATED DISCOUNT OR REFUND
9 FOR ANY PORTION OF RENT PAID DURING THE TIME THAT THE DWELLING
10 UNIT IS UNINHABITABLE AND FOR WHICH A COMPARABLE DWELLING UNIT
11 OR HOTEL ROOM WAS NOT PROVIDED TO THE TENANT.

12 (12) (a) UNLESS THE CIRCUMSTANCES DESCRIBED IN SUBSECTION
13 (3)(b) OF THIS SECTION PREVENTED A LANDLORD FROM COMMENCING
14 REMEDIAL ACTION, THE LANDLORD SHALL COMMENCE REMEDIAL ACTION
15 WITHIN THE PERIOD DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION
16 UPON HAVING NOTICE OF:

17 (I) MOLD ASSOCIATED WITH DAMPNES IN A DWELLING UNIT; OR

18 (II) ANY OTHER CONDITION CAUSING THE RESIDENTIAL PREMISES
19 TO BE DAMP, WHICH CONDITION, IF UNREMEDIED OR UNREPAIRED, COULD
20 CREATE MOLD OR WOULD MATERIALLY INTERFERE WITH THE LIFE, HEALTH,
21 OR SAFETY OF A TENANT.

22 (b) THE REMEDIAL ACTION REQUIRED PURSUANT TO SUBSECTION
23 (12)(a) OF THIS SECTION MUST INCLUDE PERFORMING ALL OF THE
24 FOLLOWING APPLICABLE TASKS WITHIN A REASONABLE AMOUNT OF TIME:

25 (I) MITIGATING IMMEDIATE RISK FROM MOLD BY INSTALLING A
26 CONTAINMENT, STOPPING ACTIVE SOURCES OF WATER CONTRIBUTING TO
27 THE MOLD, INSTALLING A HIGH-EFFICIENCY PARTICULATE AIR FILTRATION

1 DEVICE TO REDUCE A TENANT'S EXPOSURE TO MOLD, AND PERFORMING ALL
2 OF THESE TASKS WITHIN SEVENTY-TWO HOURS AFTER RECEIVING _____
3 NOTICE OF THE CONDITION;

4 (II) MAINTAINING THE CONTAINMENT DESCRIBED IN SUBSECTION
5 (12)(b)(I) OF THIS SECTION THROUGHOUT THE REMEDIATION AND REPAIR
6 PROCESS;

7 (III) ESTABLISHING ANY ADDITIONAL PROTECTIONS FOR WORKERS
8 AND OCCUPANTS THAT MAY BE APPROPRIATE GIVEN THE CONDITION;

9 (IV) ELIMINATING OR LIMITING MOISTURE SOURCES AND DRYING
10 ALL MATERIALS IMPACTED BY THE MOLD OR DAMPNESS;

11 (V) DECONTAMINATING OR REMOVING MATERIALS DAMAGED BY
12 MOLD OR DAMPNESS;

13 (VI) EVALUATING WHETHER THE RESIDENTIAL PREMISES HAS BEEN
14 SUCCESSFULLY REMEDIATED, INCLUDING POST-REMEDATION TESTING FOR
15 THE EXISTENCE OF MOLD; AND

16 (VII) REASSEMBLING THE RESIDENTIAL PREMISES TO CONTROL
17 SOURCES OF MOISTURE TO PREVENT OR LIMIT THE RECURRENCE OF MOLD
18 OR DAMPNESS.

19 (c) IF THE CONDITION DESCRIBED IN SUBSECTION (12)(a) OF THIS
20 SECTION WOULD INTERFERE WITH THE TENANT'S LIFE, HEALTH, OR SAFETY,
21 THE LANDLORD MUST PROVIDE, AT THE REQUEST OF THE TENANT, A
22 COMPARABLE DWELLING UNIT OR HOTEL ROOM IN ACCORDANCE WITH
23 SUBSECTION (4) OF THIS SECTION.

24 (13) (a) A LANDLORD SHALL NOT REQUIRE A TENANT TO SUBMIT
25 AN INSURANCE CLAIM WITH THE TENANT'S RENTAL INSURANCE CARRIER TO
26 COVER A COST OR EXPENSE RELATED TO REMEDIAL ACTION THAT THE
27 LANDLORD IS RESPONSIBLE FOR PAYING UNDER THIS PART 5.

1 (b) A LANDLORD IS PROHIBITED FROM FILING A CLAIM WITH A
2 TENANT'S RENTAL INSURANCE CARRIER TO COVER A COST OR EXPENSE
3 RELATED TO REMEDIAL ACTION THAT THE LANDLORD IS RESPONSIBLE FOR
4 PAYING UNDER THIS PART 5 WITHOUT EXPRESS WRITTEN PERMISSION FROM
5 THE TENANT PROVIDED AT THE TIME THE CLAIM IS SUBMITTED.

6 (14) A LANDLORD SHALL HIRE A PROFESSIONAL, AS DEFINED IN
7 SECTION 38-12-104 (3), TO REMEDY OR REPAIR A HAZARDOUS CONDITION
8 RELATED TO GAS PIPING, GAS FACILITIES, GAS APPLIANCES, OR OTHER GAS
9 EQUIPMENT AT A RESIDENTIAL PREMISES.

10 **SECTION 4.** In Colorado Revised Statutes, 38-12-504, **amend**
11 (3) as follows:

12 **38-12-504. Tenant's maintenance of premises.** (3) Nothing in
13 this section shall be construed to authorize a modification of a landlord's
14 obligations under ~~the warranty of habitability~~ THIS PART 5.

15 **SECTION 5.** In Colorado Revised Statutes, 38-12-505, **amend**
16 (1)(a), (1)(b)(IV), (1)(b)(VII), (1)(b)(VIII), (1)(b)(IX), (1)(b)(X),
17 (1)(b)(XIII), (2), and (3); and **add** (1)(b)(XV), (1)(b)(XVI), (1)(c), (4),
18 (5), (6), and (7) as follows:

19 **38-12-505. Uninhabitable residential premises - habitability**
20 **procedures - rules - definition.** (1) A residential premises is deemed
21 uninhabitable if:

22 (a) There is mold that is associated with dampness, or there is any
23 other condition causing the residential premises to be damp, which
24 condition, if not remedied, would materially interfere with the health or
25 safety of the tenant, excluding the presence of mold that is minor and
26 found on surfaces that can accumulate moisture as part of their proper
27 functioning and intended use; ~~or~~

1 (b) It substantially lacks any of the following characteristics:

2 (IV) Running water AT ALL TIMES and ~~reasonable amounts of~~ hot
3 water ~~at all times~~ IN AN AMOUNT NECESSARY FOR THE TENANT TO
4 PERFORM ALL ORDINARY ACTIVITIES RELATED TO MAINTAINING
5 CLEANLINESS AND HEALTH, furnished to appropriate fixtures and
6 connected to a sewage disposal system approved under applicable law;

7 (VII) Common areas and areas under the control of the landlord
8 that are kept reasonably clean, sanitary, and free from all accumulations
9 of debris, filth, rubbish, and garbage and that have appropriate
10 extermination in response to the infestation of rodents, ~~or~~ vermin, PESTS,
11 OR INSECTS;

12 (VIII) Appropriate extermination in response to the infestation of
13 rodents, ~~or~~ vermin, PESTS, OR INSECTS throughout a residential premises,
14 INCLUDING COMPLIANCE WITH ALL REQUIREMENTS UNDER PART 10 OF THIS
15 ARTICLE 12;

16 (IX) An adequate number of appropriate exterior receptacles for
17 garbage, WASTE, and rubbish, in good repair AND SCHEDULED TO BE
18 SERVICED AND EMPTIED AT SUFFICIENT INTERVALS TO ENSURE
19 CONTAINMENT AND PROPER DISPOSAL OF ALL TRASH, WASTE, AND
20 RUBBISH;

21 (X) Floors, stairways, ELEVATORS, and railings maintained in
22 good repair;

23 (XIII) Compliance with applicable standards from the American
24 National Standards Institute, or its successor organization, AND ALL
25 APPLICABLE PROVISIONS OF BUILDING, FIRE, HEALTH, AND HOUSING CODES
26 for the remediation and ~~clean-up~~ CLEANUP of a residential premises
27 following an environmental public health event; ~~or~~

1 (XV) COMPLIANCE WITH ALL REQUIREMENTS IN SECTION
2 38-12-803; OR

3 (XVI) COMPLIANCE WITH ALL REQUIREMENTS RELATED TO
4 COOLING DEVICES ESTABLISHED IN SUBSECTION (7) OF THIS SECTION; OR

5 (c) IT IS OTHERWISE UNFIT FOR HUMAN HABITATION.

6 (2) ~~No~~ A deficiency in the common area shall NOT render a
7 residential premises uninhabitable as set forth in subsection (1) of this
8 section, unless it materially ~~and substantially limits~~ AFFECTS the tenant's
9 use of ~~his or her~~ THE TENANT'S dwelling unit.

10 (3) (a) Before a landlord leases a residential premises to a tenant,
11 the landlord must ensure that the residential premises is fit for human
12 habitation in accordance with section 38-12-503 (1) and that the
13 residential premises is not in a condition described in ~~section 38-12-503~~
14 ~~(2)(a)~~ SUBSECTION (1) OF THIS SECTION.

15 (b) A LANDLORD THAT LEASES A RESIDENTIAL PREMISES THAT IS
16 NOT IN COMPLIANCE WITH THIS SECTION BREACHES THE WARRANTY OF
17 HABITABILITY PURSUANT TO SECTION 38-12-503 (1), AND THE TENANT
18 MAY PURSUE ANY REMEDY UNDER SECTION 38-12-507.

19 (c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
20 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT
21 LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY
22 TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S
23 WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY
24 LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR
25 REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES,
26 REQUESTING REPAIRS, OR FOR SEEKING TO ENJOY THE TENANT'S RIGHT TO
27 SAFE AND HEALTHY HOUSING.

1 (d) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
2 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN
3 ENGLISH AND SPANISH AND IN AT LEAST TWELVE-POINT, BOLD-FACED
4 TYPE THAT STATES AN ADDRESS WHERE A TENANT CAN MAIL OR
5 PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE CONDITION
6 AND AN EMAIL ADDRESS OR ACCESSIBLE ONLINE TENANT PORTAL OR
7 PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN
8 UNINHABITABLE CONDITION.

9 (e) IF A LANDLORD PROVIDES A TENANT WITH AN ONLINE TENANT
10 PORTAL OR PLATFORM, THE LANDLORD MUST POST IN A CONSPICUOUS
11 PLACE IN THE ONLINE TENANT PORTAL OR PLATFORM A STATEMENT IN
12 ENGLISH AND SPANISH THAT STATES AN ADDRESS WHERE A TENANT CAN
13 MAIL OR PERSONALLY DELIVER WRITTEN NOTICE OF AN UNINHABITABLE
14 CONDITION AND AN EMAIL ADDRESS OR ACCESSIBLE ONLINE PORTAL OR
15 PLATFORM WHERE A TENANT CAN DELIVER WRITTEN NOTICE OF AN
16 UNINHABITABLE CONDITION.

17 (4) THERE IS A REBUTTABLE PRESUMPTION THAT THE FOLLOWING
18 CONDITIONS AT A RESIDENTIAL PREMISES MATERIALLY INTERFERE WITH A
19 TENANT'S LIFE, HEALTH, OR SAFETY PURSUANT TO SECTION 38-12-503
20 (2)(a)(II):

21 (a) LACK OF WATERPROOFING AND WEATHER PROTECTION FOR THE
22 ROOF, EXTERIOR WALLS, EXTERIOR DOORS, AND EXTERIOR WINDOWS OF A
23 DWELLING UNIT SO THAT WEATHER-RELATED ELEMENTS CAN ENTER THE
24 DWELLING UNIT;

25 (b) ANY HAZARDOUS CONDITION OF GAS PIPING, GAS FACILITIES,
26 GAS APPLIANCES, OR OTHER GAS EQUIPMENT;

27 (c) INADEQUATE RUNNING WATER OR INADEQUATE RUNNING HOT

1 WATER, EXCEPT FOR TEMPORARY DISRUPTIONS IN WATER SERVICE DUE TO
2 NECESSARY MAINTENANCE, REPAIR, OR CONSTRUCTION THAT IS BEING
3 PERFORMED OR TEMPORARY DISRUPTIONS IN WATER SERVICE THAT A
4 LANDLORD COULD NOT REASONABLY PREVENT OR CONTROL;

5 (d) LACK OF FUNCTIONING HEATING FACILITIES AND EQUIPMENT
6 FIXTURES THAT ARE INSTALLED AND OPERATING IN COMPLIANCE WITH
7 APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE
8 MAINTAINED IN GOOD WORKING ORDER FROM OCTOBER THROUGH APRIL
9 OF EACH YEAR;

10 (e) ANY HAZARDOUS CONDITION OF ELECTRICAL WIRING,
11 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR OTHER ELECTRICAL
12 EQUIPMENT;

13 (f) LACK OF ELECTRICITY OR DISRUPTIONS OF ELECTRICITY THAT
14 ARE CAUSED BY A LANDLORD'S FAILURE TO MAINTAIN ELECTRICAL WIRING,
15 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR ELECTRICAL
16 EQUIPMENT;

17 (g) LACK OF WORKING LOCKS OR SECURITY DEVICES ON ALL
18 EXTERIOR DOORS THAT ALLOW ENTRY INTO A RESIDENTIAL PREMISES OR
19 A DWELLING UNIT AND ALL EXTERIOR WINDOWS THAT ARE DESIGNED TO
20 BE OPENED;

21 (h) LACK OF WORKING PLUMBING OR SEWAGE DISPOSAL OR ANY
22 CONDITION THAT ALLOWS SEWAGE, WATER, MOISTURE, OR OTHER
23 CONTAMINANTS TO ENTER THE RESIDENTIAL PREMISES OTHER THAN
24 THROUGH PROPERLY WORKING PLUMBING AND SEWAGE DISPOSAL
25 SYSTEMS;

26 (i) AN INFESTATION OF RODENTS, VERMIN, PESTS, OR INSECTS;

27 (j) ANY INACCESSIBLE FIRE EXITS OR EGRESS IN ACCORDANCE

1 WITH APPLICABLE BUILDING, HOUSING, FIRE, AND HEALTH CODES;

2 (k) ANY MISSING, DAMAGED, IMPROPER, OR MISALIGNED CHIMNEY
3 OR VENTING ON ANY FUEL-FIRED HEATING, VENTILATION, OR COOLING
4 SYSTEM; OR

5 (l) AN INOPERABLE ELEVATOR WHEN THE TENANT HAS A
6 DISABILITY THAT PREVENTS THE TENANT FROM BEING ABLE TO USE THE
7 STAIRS TO ACCESS THE TENANT'S DWELLING UNIT OR THE TENANT RELIES
8 ON AN ELEVATOR TO ACCESS THE TENANT'S DWELLING UNIT AND THERE
9 ARE NO OTHER OPERABLE ELEVATORS THAT PROVIDE ACCESS TO THE
10 TENANT'S UNIT.

11 (5) A LANDLORD MAY REBUT THE PRESUMPTION IN SUBSECTION (4)
12 OF THIS SECTION BY DEMONSTRATING, THROUGH CLEAR AND CONVINCING
13 EVIDENCE, THAT A CONDITION LISTED IN SUBSECTION (4) OF THIS SECTION
14 DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR
15 SAFETY.

16 (6) NOTHING IN THIS SECTION PREVENTS A COURT OR JURY FROM
17 FINDING THAT ANY CONDITION OR COMBINATION OF CONDITIONS
18 DESCRIBED IN THIS SECTION MATERIALLY INTERFERES WITH A TENANT'S
19 LIFE, HEALTH, OR SAFETY.

20 (7) (a) A LANDLORD SHALL NOT PROHIBIT OR RESTRICT A TENANT
21 FROM INSTALLING OR USING A PORTABLE COOLING DEVICE, INCLUDING
22 UNDER ANY RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN THE
23 LANDLORD AND THE TENANT; EXCEPT THAT THE LANDLORD MAY PROHIBIT
24 OR RESTRICT THE INSTALLATION OR USE OF A PORTABLE COOLING DEVICE
25 IF THE INSTALLATION OR USE OF THE PORTABLE COOLING DEVICE WOULD:

26 (I) VIOLATE ANY BUILDING CODES, STATE LAW, OR FEDERAL LAW;

27 (II) VIOLATE THE PORTABLE COOLING DEVICE MANUFACTURER'S

1 WRITTEN SAFETY GUIDELINES FOR INSTALLING OR USING THE DEVICE;

2 (III) DAMAGE THE PREMISES OR RENDER THE PREMISES
3 UNINHABITABLE; OR

4 (IV) REQUIRE MORE AMPERAGE TO POWER THE PORTABLE
5 COOLING DEVICE THAN CAN BE ACCOMMODATED BY THE RESIDENTIAL
6 PREMISES', DWELLING UNIT'S, OR CIRCUIT'S ELECTRICAL CAPACITY.

7 (b) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF
8 PORTABLE COOLING DEVICES AT A RESIDENTIAL PREMISES WITH MULTIPLE
9 DWELLING UNITS UNDER SUBSECTION (7)(a)(IV) OF THIS SECTION SHALL
10 PRIORITIZE A TENANT WHO REQUESTS THE INSTALLATION OR USAGE OF A
11 PORTABLE COOLING DEVICE TO ACCOMMODATE THE TENANT'S DISABILITY
12 OVER OTHER TENANTS' REQUESTS TO INSTALL OR USE A PORTABLE
13 COOLING DEVICE.

14 (c) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF A
15 PORTABLE COOLING DEVICE AT A RESIDENTIAL PREMISES UNDER
16 SUBSECTION (7)(a) OF THIS SECTION SHALL:

17 (I) DISCLOSE ANY RESTRICTIONS ON THE INSTALLATION OR USE OF
18 PORTABLE COOLING DEVICES TO A TENANT OR PROSPECTIVE TENANT IN
19 WRITING;

20 (II) PROVIDE INFORMATION ABOUT WHETHER THE LANDLORD
21 INTENDS TO OPERATE ONE OR MORE COMMON SPACES AT THE RESIDENTIAL
22 PREMISES THAT WILL BE COOLED BY A PORTABLE COOLING DEVICE OR
23 PERMANENT COOLING DEVICE AND AVAILABLE TO THE TENANT DURING AN
24 EXTREME HEAT EVENT; AND

25 (III) IF THE LANDLORD DOES NOT INTEND TO OPERATE COMMON
26 SPACES AT THE RESIDENTIAL PREMISES THAT WILL BE COOLED BY A
27 PORTABLE COOLING DEVICE OR PERMANENT COOLING DEVICE, PROVIDE

1 INFORMATION ON COMMUNITY COOLING SPACES THAT ARE LOCATED NEAR
2 THE RESIDENTIAL PREMISES AND ACCESSIBLE TO THE TENANT DURING AN
3 EXTREME HEAT EVENT; EXCEPT THAT A LANDLORD IS NOT REQUIRED TO
4 PROVIDE INFORMATION ON COMMUNITY COOLING SPACES IF THERE ARE NO
5 KNOWN COMMUNITY COOLING SPACES WITHIN TEN MILES OF THE
6 RESIDENTIAL PREMISES.

7 (d) (I) AS USED IN THIS SUBSECTION (7), UNLESS THE CONTEXT
8 OTHERWISE REQUIRES, "COMMUNITY COOLING SPACES" MEANS PUBLIC
9 SPACES THAT ARE AVAILABLE TO A TENANT AND THAT ARE LOCATED ON
10 OR NEAR THE RESIDENTIAL PREMISES AND THAT MAINTAIN A
11 TEMPERATURE THAT IS NOT HIGHER THAN EIGHTY DEGREES FAHRENHEIT.

12 (II) "COMMUNITY COOLING SPACES" MAY INCLUDE RECREATION
13 CENTERS, COMMUNITY CENTERS, AND PUBLIC LIBRARIES.

14 (e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S
15 OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE
16 ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION
17 24-34-502.2.

18 **SECTION 6.** In Colorado Revised Statutes, **repeal and reenact,**
19 **with amendments,** 38-12-507 as follows:

20 **38-12-507. Breach of warranty of habitability - tenant's**
21 **remedies.** (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY
22 AS SET FORTH IN SECTION 38-12-503, A TENANT MAY EXERCISE ONE OR
23 MORE OF THE FOLLOWING REMEDIES:

24 (a) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
25 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF THE
26 CONDITION THAT CAUSED THE BREACH REMAINS UNREMEDIED OR
27 UNREPAIRED AND THE TENANT PROVIDES THE LANDLORD TEN TO SIXTY

1 DAYS' WRITTEN NOTICE THAT STATES:

2 (A) THE UNINHABITABLE CONDITION OR CONDITIONS THAT REMAIN
3 UNREMEDIED OR UNREPAIRED;

4 (B) THE TENANT'S INTENT TO TERMINATE THE LEASE AND VACATE
5 THE DWELLING UNIT; AND

6 (C) THE DATE UPON WHICH THE TENANT INTENDS TO TERMINATE
7 THE LEASE, WHICH DATE MUST BE AT LEAST TEN DAYS AFTER THE DATE
8 THAT THE NOTICE IS PROVIDED TO THE LANDLORD.

9 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
10 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
11 ACCORDANCE WITH SUBSECTION (1)(a)(I)(C) OF THIS SECTION, THE
12 LANDLORD AND TENANT MAY AGREE, IN WRITING AT THE TIME THE
13 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
14 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
15 TERMINATE THE LEASE AND CONTINUE THE HOUSING ARRANGEMENT
16 UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL AGREEMENT.

17 (b) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
18 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF A
19 CONDITION THAT CAUSED A BREACH OF WARRANTY OF HABITABILITY
20 RECURS WITHIN SIX MONTHS AFTER THE CONDITION WAS ORIGINALLY
21 REMEDIED OR REPAIRED AND THE TENANT, WITHIN THIRTY DAYS AFTER
22 THE CONDITION RECURS, PROVIDES THE LANDLORD:

23 (A) AT LEAST TEN DAYS' WRITTEN NOTICE THAT STATES THE SAME
24 UNINHABITABLE CONDITION HAS RECURRED; AND

25 (B) THE DATE THAT THE TENANT INTENDS TO TERMINATE THE
26 RENTAL AGREEMENT AND VACATE THE DWELLING UNIT, WHICH DATE MUST
27 BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO

1 THE LANDLORD.

2 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
3 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
4 ACCORDANCE WITH SUBSECTION (1)(b)(I)(B) OF THIS SECTION, THE
5 LANDLORD AND TENANT MAY AGREE IN WRITING, AT THE TIME THE
6 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
7 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
8 TERMINATE THE RENTAL AGREEMENT AND CONTINUE THE HOUSING
9 ARRANGEMENT UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL
10 AGREEMENT.

11 =====

12 (c) (I) THE TENANT MAY DEDUCT FROM ONE OR MORE RENT
13 PAYMENTS THE COST OF REPAIRING OR REMEDYING A CONDITION THAT IS
14 THE BASIS OF A BREACH OF THE WARRANTY OF HABITABILITY, AS
15 DESCRIBED IN SECTION 38-12-503, IF:

16 (A) THE TENANT GIVES THE LANDLORD AT LEAST TEN DAYS'
17 ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO HIRE A LICENSED
18 OR OTHERWISE QUALIFIED PROFESSIONAL TO REMEDY OR REPAIR THE
19 CONDITION OR CONDITIONS; EXCEPT THAT THE TENANT MAY PROVIDE
20 ONLY FORTY-EIGHT HOURS' ADVANCE WRITTEN NOTICE IF THE TENANT HAS
21 A GOOD FAITH BELIEF THAT THE CONDITION MATERIALLY INTERFERES
22 WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

23 (B) THE LANDLORD FAILS TO SUFFICIENTLY REMEDY OR REPAIR
24 THE CONDITION WITHIN THE NOTICE PERIOD DESCRIBED IN SUBSECTION
25 (1)(c)(I)(A) OF THIS SECTION OR THE LANDLORD FAILS TO PROVIDE A
26 COMPARABLE DWELLING UNIT OR HOTEL ROOM PURSUANT TO SECTION
27 38-12-503 (4);

1 (C) THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL IS NOT
2 A RELATIVE OF THE TENANT AND PROVIDES AN ESTIMATE FOR REMEDYING
3 OR REPAIRING THE CONDITION OR CONDITIONS THAT IS REASONABLY
4 CONSISTENT WITH INDUSTRY STANDARDS;

5 (D) THE TENANT HIRES THE LICENSED OR OTHERWISE QUALIFIED
6 PROFESSIONAL TO REMEDY OR REPAIR THE CONDITION; AND

7 (E) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
8 INVOICE, OR PROOF OF PAYMENT FOR WORK COMPLETED BY THE LICENSED
9 OR OTHERWISE QUALIFIED PROFESSIONAL WITHIN A REASONABLE AMOUNT
10 OF TIME AFTER COMPLETION OF THE WORK OR WITHIN THIRTY DAYS AFTER
11 THE LANDLORD REQUESTS THE RECEIPT, INVOICE, OR PROOF OF PAYMENT.

12 (II) A TENANT MAY, IN LIEU OF REPAIRING A BROKEN OR
13 MALFUNCTIONING APPLIANCE, REPLACE THE BROKEN OR MALFUNCTIONING
14 APPLIANCE AND DEDUCT THE COST FROM ONE OR MORE RENT PAYMENTS
15 IF:

16 (A) THE TENANT GIVES THE LANDLORD AT LEAST THREE DAYS'
17 ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO PURCHASE AND
18 REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE WITH A
19 REPLACEMENT APPLIANCE;

20 (B) THE LANDLORD FAILS TO SUFFICIENTLY REPAIR OR REPLACE
21 THE BROKEN OR MALFUNCTIONING APPLIANCE WITHIN THE NOTICE PERIOD
22 DESCRIBED IN SUBSECTION (1)(c)(I)(A) OF THIS SECTION;

23 (C) THE REPLACEMENT APPLIANCE IS OF COMPARABLE QUALITY
24 AND HAS SUBSTANTIALLY THE SAME FEATURES AS THE ORIGINAL
25 APPLIANCE; AND

26 (D) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
27 INVOICE, OR PROOF OF PAYMENT FOR THE REPLACEMENT APPLIANCE

1 WITHIN A REASONABLE AMOUNT OF TIME AFTER COMPLETION OF THE
2 WORK OR WITHIN THIRTY DAYS AFTER THE LANDLORD REQUESTS THE
3 RECEIPT, INVOICE, OR PROOF OF PAYMENT.

4 (III) A TENANT THAT DEDUCTS RENTAL PAYMENTS OVER TWO OR
5 MORE RENTAL PERIODS PURSUANT TO SUBSECTION (1)(c)(I) OR (1)(c)(II)
6 OF THIS SECTION IS ONLY REQUIRED TO PROVIDE ONE NOTICE TO THE
7 LANDLORD OF THE TENANT'S INTENT TO DEDUCT RENTAL PAYMENTS

8 (IV) IF A TENANT WRONGFULLY DEDUCTS A RENTAL PAYMENT BY
9 NOT SUBSTANTIALLY COMPLYING WITH THE REQUIREMENTS OF THIS
10 SUBSECTION (1)(c), A LANDLORD MAY PURSUE ANY LEGAL REMEDY
11 AVAILABLE UNDER LAW. IF A COURT FINDS THAT THE TENANT PURPOSELY
12 DEDUCTED A RENTAL PAYMENT IN BAD FAITH, THE COURT SHALL AWARD
13 THE LANDLORD DAMAGES EQUAL TO DOUBLE THE AMOUNT OF MONEY
14 UNLAWFULLY DEDUCTED.

15 (d) A TENANT MAY ASSERT AS A CLAIM OR COUNTERCLAIM, IN A
16 COURT OF COMPETENT JURISDICTION, A LANDLORD'S BREACH OF THE
17 WARRANTY OF HABITABILITY AS DESCRIBED IN SECTION 38-12-503 AND
18 THE TENANT MAY RECOVER ACTUAL _ DAMAGES DIRECTLY ARISING FROM
19 THE BREACH OF THE WARRANTY OF HABITABILITY, WHICH SHALL INCLUDE
20 ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT
21 DURING ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE
22 UNINHABITABLE PURSUANT TO SUBSECTION (3) OF THIS SECTION. A
23 TENANT MAY ALSO RECOVER COURT COSTS, REASONABLE ATTORNEY FEES,
24 PUNITIVE DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE
25 COURT.

26 (e) (I) A TENANT MAY OBTAIN PRELIMINARY OR PERMANENT
27 INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY,

1 INCLUDING AN ORDER FOR SPECIFIC PERFORMANCE, IN ANY COUNTY OR
2 DISTRICT COURT OF COMPETENT JURISDICTION. IF PERMANENT INJUNCTIVE
3 RELIEF OR SPECIFIC PERFORMANCE IS ORDERED, THE COURT'S JURISDICTION
4 CONTINUES OVER THE MATTER FOR THE PURPOSE OF ENSURING
5 COMPLIANCE WITH THE ORDER. AN ORDER REQUIRING INJUNCTIVE RELIEF
6 OR SPECIFIC PERFORMANCE MAY INCLUDE:

7 (A) AN ORDER TO REMEDY ANY EXISTING VIOLATIONS OF THIS
8 PART 5, INCLUDING RELIEF TO ANY SIMILARLY SITUATED TENANTS WHO
9 ARE REASONABLY LIKELY TO BE AFFECTED BY THE CONDITION AS
10 DESCRIBED IN SECTION 38-12-503 OR BY OTHER VIOLATIONS OF THIS PART
11 5;

12 (B) AN ORDER FOR A LANDLORD TO MODIFY OR CEASE PRACTICES
13 THAT GIVE RISE TO A VIOLATION OF THIS PART 5; AND

14 (C) AN ORDER FOR THE LANDLORD TO ADOPT POLICIES OR
15 PRACTICES THAT ENSURE COMPLIANCE WITH THIS PART 5 TO MINIMIZE OR
16 ELIMINATE THE LIKELIHOOD OF FUTURE VIOLATIONS.

17 (II) IN A PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT MAY
18 DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY OF
19 HABITABILITY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF OR
20 AT A LATER TIME AS DEEMED APPROPRIATE BY THE COURT.

21 (III) IF THE LANDLORD PAYS DAMAGES TO THE COURT PURSUANT
22 TO THIS SUBSECTION (1)(e), AND UPON APPLICATION BY THE TENANT, THE
23 COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID
24 BY THE LANDLORD. IF THE TENANT VACATES THE LEASED RESIDENTIAL
25 PREMISES, THE LANDLORD SHALL NOT RENT THE RESIDENTIAL PREMISES
26 AGAIN UNTIL THE UNIT IS IN COMPLIANCE WITH THE WARRANTY OF
27 HABITABILITY SET FORTH IN SECTION 38-12-503 (1).

1 (f) (I) A TENANT MAY OBTAIN AN IMMEDIATE TEMPORARY
2 RESTRAINING ORDER WITHOUT NOTICE TO THE LANDLORD IN ANY COUNTY
3 COURT OR DISTRICT COURT OF COMPETENT JURISDICTION, WHICH SHALL
4 REQUIRE THE LANDLORD TO COMPLY WITH THIS PART 5.

5 (II) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY
6 RESTRAINING ORDER THAT REQUIRES THE LANDLORD TO COMPLY WITH
7 THIS PART 5 MAY BE ISSUED IF THE COURT FINDS, FROM SPECIFIC FACTS
8 SHOWN BY THE TENANT'S AFFIDAVIT, VERIFIED COMPLAINT, OR
9 TESTIMONY, THAT:

10 (A) THE TENANT'S DWELLING UNIT IS IN A CONDITION THAT
11 MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH, OR SAFETY;

12 (B) THE LANDLORD HAS NOTICE OF THE CONDITION;

13 (C) THE LANDLORD HAS FAILED TO COMPLY WITH THIS PART 5;

14 AND

15 (D) THE TENANT CERTIFIES TO THE COURT IN WRITING OR ON THE
16 RECORD ANY EFFORTS THE TENANT HAS MADE TO OBTAIN THE LANDLORD'S
17 COMPLIANCE WITH THIS PART 5.

18 (III) THE TENANT'S REQUEST FOR AN IMMEDIATE TEMPORARY
19 RESTRAINING ORDER MAY BE GRANTED, DISSOLVED, OR MODIFIED IN
20 ACCORDANCE WITH THE REQUIREMENTS OF ANY APPLICABLE COLORADO
21 RULES OF CIVIL PROCEDURE; EXCEPT THAT THE TENANT IS NOT REQUIRED
22 TO POST SECURITY OR PROVIDE PROOF OF IRREPARABLE INJURY, LOSS, OR
23 DAMAGE.

24 (IV) A COURT OF COMPETENT JURISDICTION SHALL CONSIDER AND
25 RULE ON ANY MOTION FOR AN IMMEDIATE TEMPORARY RESTRAINING
26 ORDER PURSUANT TO THIS SUBSECTION (1)(f) AT THE EARLIEST POSSIBLE
27 TIME, AND THE MOTION TAKES PRECEDENCE OVER ALL MATTERS EXCEPT

1 OLDER MOTIONS FOR IMMEDIATE TEMPORARY RESTRAINING ORDERS.

2 (2) (a) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY
3 AS DESCRIBED IN SECTION 38-12-503, A TENANT MAY RAISE THE BREACH
4 AS AN AFFIRMATIVE DEFENSE TO A LANDLORD'S ACTION FOR POSSESSION
5 OR AN ACTION FOR COLLECTION OF RENT.

6 (b) A TENANT MAY RAISE A BREACH OF THE WARRANTY OF
7 HABITABILITY AS AN AFFIRMATIVE DEFENSE IN THE TENANT'S ANSWER OR
8 PRETRIAL COURT FILING. A COURT SHALL LIBERALLY CONSTRUE A
9 TENANT'S ANSWER OR OTHER FILING TO DETERMINE WHETHER THE TENANT
10 IS RAISING AN AFFIRMATIVE DEFENSE.

11 (c) TO PROVE AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS
12 SUBSECTION (2), A TENANT IS NOT REQUIRED TO:

13 (I) DEPOSIT A BOND TO ASSERT OR PERFECT A BREACH OF THE
14 WARRANTY OF HABITABILITY AS AN AFFIRMATIVE DEFENSE;

15 (II) HAVE ACCRUED ANY EXPENSE RELATED TO THE BREACH OF
16 THE WARRANTY OF HABITABILITY; OR

17 (III) HAVE EXERCISED ANY OTHER REMEDY IN THIS SECTION IN
18 RESPONSE TO THE LANDLORD'S BREACH OF THE WARRANTY OF
19 HABITABILITY, INCLUDING THE DEDUCTING OF RENTAL PAYMENTS AS
20 DESCRIBED IN SUBSECTION (1)(c) OF THIS SECTION.

21 (d) (I) IF A TENANT RAISES A BREACH OF THE WARRANTY OF
22 HABITABILITY AS AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS
23 SUBSECTION (2), THE COURT SHALL ORDER THAT THE LANDLORD OR
24 TENANT PROVIDE ANY DOCUMENTATION RELEVANT TO THE BREACH OF
25 THE WARRANTY OF HABITABILITY THAT EITHER PARTY REQUESTS
26 PURSUANT TO SECTION 13-40-111 (6)(b) TO THE OPPOSING PARTY NO LESS
27 THAN NINETY-SIX HOURS BEFORE THE DAY OF TRIAL. SUCH

1 DOCUMENTATION MAY INCLUDE ANY RECORDS, NOTICES, REPORTS,
2 CORRESPONDENCE, OR OTHER DOCUMENTATION MAINTAINED BY THE
3 LANDLORD IN ACCORDANCE WITH SECTION 38-12-503 (5).

4 (II) IF A LANDLORD FAILS TO PROVIDE ALL RELEVANT
5 DOCUMENTATION, THE COURT SHALL ORDER A CONTINUANCE OF THE
6 TRIAL, AND REPEATED FAILURE BY THE LANDLORD TO PROVIDE ALL
7 RELEVANT DOCUMENTATION MAY BE GOOD CAUSE FOR APPROPRIATE
8 SANCTIONS AGAINST THE LANDLORD.

9 (III) IF EITHER THE LANDLORD OR TENANT FAILS TO TIMELY
10 PROVIDE ALL RELEVANT DOCUMENTATION WITHOUT GOOD CAUSE, THE
11 COURT MAY PROHIBIT OR LIMIT THE ADMISSION OF DOCUMENTS AT TRIAL
12 IF THE COURT FINDS THAT THE OPPOSING PARTY WOULD BE
13 SUBSTANTIALLY PREJUDICED BY THE DELAY IN PROVIDING SUCH
14 DOCUMENTATION.

15 (e) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS
16 SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON
17 NONPAYMENT OF ANY MONETARY AMOUNT DUE PURSUANT TO THE
18 RENTAL AGREEMENT, THE TENANT MUST ONLY ESTABLISH THAT THE
19 LANDLORD BREACHED THE WARRANTY OF HABITABILITY:

20 (A) WITHIN SIXTY DAYS BEFORE OR AT ANY TIME DURING THE
21 PERIOD IN WHICH THE TENANT IS ALLEGED TO OWE RENT OR ANY OTHER
22 MONETARY AMOUNT DUE PURSUANT TO THE RENTAL AGREEMENT; OR

23 (B) AT ANY TIME DURING THE TENANCY, AND THE UNINHABITABLE
24 CONDITION CONTINUED TO EXIST INTO THE PERIOD IN WHICH THE TENANT
25 IS ALLEGED TO OWE RENT OR THE MONETARY AMOUNT DUE PURSUANT TO
26 THE RENTAL AGREEMENT.

27 (II) A TENANT DOES NOT NEED TO DEMONSTRATE THAT THE

1 UNINHABITABLE CONDITION AS DESCRIBED IN SECTION 38-12-503 EXISTS
2 AT THE TIME OF TRIAL.

3 (f) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS
4 SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON AN
5 ALLEGED NONMONETARY VIOLATION OF THE LEASE, A TENANT MUST
6 DEMONSTRATE THAT THE ALLEGED NONMONETARY LEASE VIOLATION
7 PRIMARILY AROSE FROM A BREACH OF THE WARRANTY OF HABITABILITY.

8 (II) IT IS NOT AN AFFIRMATIVE DEFENSE DESCRIBED IN THIS
9 SUBSECTION (2) TO AN ACTION FOR POSSESSION IF THE LANDLORD PROVES
10 THE TENANT COMMITTED A SUBSTANTIAL VIOLATION PURSUANT TO
11 SECTION 13-40-107.5.

12 (g) IF A TENANT PROVES AN AFFIRMATIVE DEFENSE PURSUANT
13 TO THIS SUBSECTION (2) BY A PREPONDERANCE OF THE EVIDENCE, THE
14 COURT SHALL:

15 (I) DENY POSSESSION TO THE LANDLORD AND DEEM THE TENANT
16 TO BE THE PREVAILING PARTY, CONDITIONED ON THE PAYMENT OF ANY
17 RENT OWED TO THE LANDLORD OR INTO THE COURT REGISTRY WITHIN
18 THIRTY DAYS AFTER THE AMOUNT OWED IS DETERMINED PURSUANT TO
19 SUBSECTION (2)(g)(VII) OF THIS SECTION;

20 (II) ORDER THE LANDLORD TO REMEDY OR REPAIR ANY EXISTING
21 UNINHABITABLE CONDITION WITHIN A SPECIFIC TIME FRAME, INCLUDING:

22 (A) THE CONTINUANCE OF ANY ONGOING REMEDIAL ACTION
23 TAKEN BY THE LANDLORD;

24 (B) COMPLIANCE WITH ANY LANDLORD OBLIGATIONS PURSUANT
25 TO THIS PART 5;

26 (C) SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF PURSUANT TO
27 SUBSECTIONS (1)(e) AND (1)(f) OF THIS SECTION; OR

1 (D) ANY OTHER RELIEF THE COURT DEEMS NECESSARY;

2 (III) ORDER A REDUCTION IN THE FAIR RENTAL VALUE OF THE
3 DWELLING UNIT IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION.
4 ANY SUCH REDUCTION IN FAIR RENTAL VALUE APPLIES FROM WHEN THE
5 UNINHABITABLE CONDITION BEGAN UNTIL THE CONDITION WAS REMEDIED
6 OR REPAIRED.

7 (IV) ORDER THE LANDLORD TO REIMBURSE THE TENANT ANY
8 DIFFERENCE IN RENT BETWEEN THE REDUCED FAIR RENTAL VALUE AND
9 ANY GREATER AMOUNT OF RENT THAT THE TENANT PAID PURSUANT TO
10 THE RENTAL AGREEMENT WHILE A BREACH OF THE WARRANTY OF
11 HABITABILITY AT THE RESIDENTIAL PREMISES EXISTED;

12 (V) DETERMINE AND AWARD THE TENANT ACTUAL DAMAGES
13 ARISING FROM ANY BREACH OF THE WARRANTY OF HABITABILITY; EXCEPT
14 THAT THE TENANT MAY ELECT TO CONTINUE THE CASE FOR FURTHER
15 HEARING ON THE DETERMINATION AND AWARD OF DAMAGES;

16 (VI) AWARD THE TENANT COSTS AND ATTORNEY FEES; AND

17 (VII) DETERMINE WHETHER THE LANDLORD HAS PROVEN THAT
18 ANY OUTSTANDING RENT IS OWED UP TO THE DATE OF TRIAL AFTER
19 ADJUSTING THE RENT IN ACCORDANCE WITH THE FAIR RENTAL VALUE
20 CALCULATED PURSUANT TO SUBSECTION (3) OF THIS SECTION AND
21 DEDUCTING ANY OF THE FOLLOWING:

22 (A) ANY OTHER EXPENSES INCURRED BY THE TENANT OR ACTUAL
23 DAMAGES ARISING FROM THE BREACH OF THE WARRANTY OF
24 HABITABILITY;

25 (B) ANY ATTORNEY FEES AND COURT COSTS AWARDED TO THE
26 TENANT; AND

27 (C) ANY AWARDED MONETARY DAMAGES ARISING FROM SEPARATE

1 COUNTERCLAIMS AGAINST THE LANDLORD THAT THE TENANT ASSERTED
2 AND PREVAILED ON.

3 (h) (I) IF THE TENANT CLAIMS, BUT FAILS TO PROVE AT TRIAL, THE
4 AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) BY A
5 PREPONDERANCE OF THE EVIDENCE IN A NONPAYMENT EVICTION, AND THE
6 LANDLORD OTHERWISE PREVAILS ON THE LANDLORD'S NONPAYMENT
7 EVICTION CLAIM, THE COURT SHALL PROVIDE THE TENANT FOURTEEN DAYS
8 TO REMIT TO THE LANDLORD OR THE COURT ANY AMOUNT OF RENT OR
9 OTHER MONETARY AMOUNT DUE UNDER THE RENTAL AGREEMENT THAT IS
10 OWED TO THE LANDLORD. IF THE TENANT PAYS THE AMOUNT THAT IS
11 OWED TO THE LANDLORD WITHIN FOURTEEN DAYS, THE COURT SHALL
12 DISMISS THE NONPAYMENT CLAIM WITH PREJUDICE. IF THE TENANT FAILS
13 TO PAY THE AMOUNT THAT IS OWED WITHIN FOURTEEN DAYS, THE COURT
14 MAY ENTER A JUDGMENT FOR POSSESSION.

15 (II) IF THE COURT DETERMINES THAT THE TENANT BROUGHT THE
16 AFFIRMATIVE DEFENSE IN BAD FAITH, THE COURT'S JUDGMENT FOR
17 POSSESSION IS NOT SUBJECT TO THE FOURTEEN-DAY WAITING PERIOD IN
18 ACCORDANCE WITH SUBSECTION (2)(h)(I) OF THIS SECTION.

19 (3) IF A COURT OR JURY FINDS A BREACH OF THE WARRANTY OF
20 HABITABILITY, THEN THE FAIR RENTAL VALUE OF THE DWELLING UNIT IS
21 REBUTTABLY PRESUMED TO BE:

22 (a) ZERO DOLLARS IF THE UNDERLYING CONDITION OR
23 COMBINATION OF CONDITIONS MATERIALLY INTERFERES WITH THE
24 TENANT'S LIFE, HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503
25 FOR THE ENTIRE PERIOD IN WHICH THE CONDITION OR CONDITIONS
26 REMAINED UNREMEDIED OR UNREPAIRED; OR

27 (b) FIFTY PERCENT OF THE RENT ACCORDING TO THE RENTAL

1 AGREEMENT IF THE UNDERLYING CONDITION OR COMBINATION OF
2 CONDITIONS DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE,
3 HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503 FOR THE ENTIRE
4 PERIOD IN WHICH THE CONDITION OR CONDITIONS REMAINED UNREMEDIED
5 OR UNREPAIRED.

6 (4) IF A RENTAL AGREEMENT CONTAINS A PROVISION THAT ALLOWS
7 A PREVAILING PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT
8 TO OBTAIN ATTORNEY FEES AND COSTS, AND IF THE COURT DETERMINES
9 THAT THERE IS A PREVAILING PARTY, THEN THE PREVAILING PARTY IN AN
10 ACTION BROUGHT UNDER THIS PART 5 IS ENTITLED TO RECOVER
11 REASONABLE ATTORNEY FEES AND COSTS; EXCEPT THAT A COURT SHALL
12 ONLY AWARD A LANDLORD REASONABLE ATTORNEY FEES AND COSTS IF
13 THE COURT FINDS THAT A TENANT HAS FILED A FRIVOLOUS COMPLAINT OR
14 COUNTERCLAIM UNDER THIS PART 5.

15 (5) (a) A RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN A
16 LANDLORD AND A TENANT ENTERED INTO ON OR AFTER THE EFFECTIVE
17 DATE OF THIS SECTION, AS AMENDED, THAT WAIVES OR MODIFIES A RIGHT
18 OR REMEDY PROVIDED IN THIS PART 5 IS UNLAWFUL, VOID, AND
19 UNENFORCEABLE, INCLUDING ANY PROVISION IN A RENTAL AGREEMENT OR
20 OTHER AGREEMENT THAT CHARGES A COST, FEE, OR PENALTY TO A
21 TENANT BECAUSE THE TENANT EXERCISED OR ATTEMPTED TO EXERCISE A
22 RIGHT OR REMEDY PROVIDED IN THIS PART 5.

23 (b) THE EXERCISE OF ONE OR MORE RIGHTS OR REMEDIES
24 PROVIDED IN THIS SECTION DOES NOT LIMIT A TENANT'S RIGHTS TO
25 EXERCISE OR ATTEMPT TO EXERCISE ANY OTHER RIGHT OR REMEDY
26 PROVIDED BY LAW.

27 (c) A WRITTEN NOTICE REQUIRED BY A REMEDY DESCRIBED IN THIS

1 SECTION IS VALID IF IT SUBSTANTIALLY COMPLIES WITH THE
2 REQUIREMENTS OF THIS SECTION.

3 **SECTION 7.** In Colorado Revised Statutes, 38-12-508, **amend**
4 (1) and (5); and **repeal** (2) and (4) as follows:

5 **38-12-508. Landlord's defenses to a claim of breach of**
6 **warranty - limitations on claiming a breach.** (1) It shall be IS a defense
7 to a tenant's claim of breach of the warranty of habitability that the
8 tenant's actions or inactions prevented the landlord from ~~curing~~
9 REMEDYING OR REPAIRING the condition underlying the breach of the
10 warranty of habitability. FOR A LANDLORD TO PREVAIL ON SUCH DEFENSE
11 TO A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY, A
12 LANDLORD MUST DEMONSTRATE THAT:

13 (a) THE TENANT:

14 (I) REFUSED TO PROVIDE OR ACCEPT A PROPOSED REASONABLE
15 ALTERNATIVE DATE AND TIME FOR ENTRY INTO THE DWELLING UNIT;

16 (II) UNREASONABLY DENIED ENTRY TO THE DWELLING UNIT; OR

17 (III) ENGAGED IN ANY OTHER ACTION OR INACTION THAT
18 UNREASONABLY DELAYED OR OTHERWISE PREVENTED THE LANDLORD
19 FROM COMMENCING, MAINTAINING, OR COMPLETING THE REMEDIAL
20 ACTION; AND

21 (b) THE TENANT'S ACTIONS DESCRIBED IN SUBSECTION (1)(a) OF
22 THIS SECTION MADE IT IMPRACTICABLE FOR THE LANDLORD TO
23 REASONABLY REMEDY OR REPAIR THE CONDITION.

24 (2) ~~Only parties to the rental agreement or other adult residents~~
25 ~~listed on the rental agreement who are also lawfully residing in the~~
26 ~~dwelling unit may assert a claim for a breach of the warranty of~~
27 ~~habitability.~~

1 (4) ~~Except as provided in section 38-12-509 (2), a tenant may not~~
2 ~~assert a breach of the warranty of habitability as a defense to a landlord's~~
3 ~~action for possession based upon a nonmonetary violation of the rental~~
4 ~~agreement or for an action for possession based upon a notice to quit or~~
5 ~~vacate.~~

6 (5) If the condition alleged to breach the warranty of habitability
7 is the result of the action or inaction of a ~~tenant in another dwelling unit~~
8 ~~or another~~ third party not under the direction and control of the landlord
9 and the landlord has taken reasonable, necessary, and timely steps to
10 ~~abate~~ REMEDY OR REPAIR the condition, but is unable to ~~abate~~ REMEDY OR
11 REPAIR the condition due to circumstances beyond the landlord's
12 reasonable control, the tenant's only remedy ~~shall be~~ IS termination of the
13 rental agreement consistent with section 38-12-507 (1)(a).

14 **SECTION 8.** In Colorado Revised Statutes, 38-12-509, **amend**
15 (1), (1.5), and (2); and **add** (1.7) as follows:

16 **38-12-509. Prohibition on retaliation.** (1) (a) A landlord shall
17 not retaliate against a tenant by engaging in any of the activities specified
18 in subsection (1)(b) of this section in response to the tenant:

19 (I) Having made a good faith complaint to the landlord, TO A
20 NONPROFIT ORGANIZATION OR THIRD PARTY, or to a governmental agency
21 alleging a condition described by section 38-12-505 (1) or any condition
22 that materially interferes with the life, health, or safety of the tenant; ~~or~~

23 (II) Organizing or becoming a member of a tenants' association or
24 similar organization; OR

25 (III) EXERCISING OR ATTEMPTING TO EXERCISE IN GOOD FAITH ANY
26 RIGHT OR REMEDY AFFORDED TO A TENANT PURSUANT TO SECTION
27 38-12-507.

- 1 (b) Prohibited retaliation includes:
- 2 (I) Increasing rent or decreasing services;
- 3 (II) Terminating OR NOT RENEWING a ~~lease~~ RENTAL AGREEMENT
- 4 or contract without written consent of the tenant; ~~except as otherwise~~
- 5 ~~provided by law;~~
- 6 (III) Bringing or threatening to bring an action for possession; ~~or~~
- 7 (IV) Taking action that in any manner intimidates, threatens,
- 8 discriminates against, HARASSES, or retaliates against a tenant; OR
- 9 (V) CHARGING THE TENANT OR SEEKING TO COLLECT FROM THE
- 10 TENANT ANY FEE, COST, OR PENALTY.

11 (1.5) A tenant may assert THAT THE LANDLORD RETALIATED

12 AGAINST THE TENANT IN VIOLATION OF SUBSECTION (1) OF THIS SECTION

13 as a defense to a landlord's action for possession, including ~~an~~ A

14 LANDLORD'S action for possession based on:

- 15 (a) A MONETARY OR nonmonetary violation of the rental
- 16 agreement; ~~or an action for possession based upon~~
- 17 (b) A notice to quit or vacate; ~~that the landlord retaliated against~~
- 18 ~~the tenant in violation of subsection (1) of this section.~~
- 19 (c) AN EXPIRATION OF THE TENANT'S RENTAL AGREEMENT; OR
- 20 (d) THE NONPAYMENT OF RENT RESULTING FROM A RETALIATORY
- 21 RENT INCREASE.

22 (1.7) TO PROVE A CLAIM OR DEFENSE UNDER THIS SECTION, A

23 TENANT DOES NOT NEED TO PROVE THAT RETALIATION WAS THE SOLE

24 REASON A LANDLORD ENGAGED IN ANY OF THE ACTIVITIES DESCRIBED IN

25 SUBSECTION (1)(b) OF THIS SECTION; A TENANT NEED ONLY DEMONSTRATE

26 THAT THE TENANT'S PROTECTED ACTIVITY UNDER SUBSECTION (1)(a) OF

27 THIS SECTION WAS A MOTIVATING FACTOR THAT INFLUENCED THE

1 LANDLORD'S DECISION TO ENGAGE IN ANY OF THE ACTIVITIES DESCRIBED
2 IN SUBSECTION (1)(b) OF THIS SECTION.

3 (2) If a landlord retaliates against a tenant in violation of
4 subsection (1) of this section, the tenant: ~~may terminate the rental~~
5 ~~agreement and~~

6 (a) SHALL recover DAMAGES IN an amount not more than three
7 months' periodic rent or three times the tenant's actual damages,
8 whichever is greater, plus reasonable attorney fees and costs; AND

9 (b) MAY TERMINATE THE RENTAL AGREEMENT.

10 **SECTION 9.** In Colorado Revised Statutes, 38-12-510, **amend**
11 (2) as follows:

12 **38-12-510. Unlawful removal or exclusion.** (2) A tenant
13 affected by ~~any~~ A violation of this section may bring a civil action IN A
14 COUNTY COURT OR DISTRICT COURT OF COMPETENT JURISDICTION to
15 restrain further violations and to recover damages, costs, and reasonable
16 attorney fees. In the case of a violation, the tenant must be awarded
17 statutory damages equal to the tenant's actual damages and the higher
18 amount of either three times the monthly rent or five thousand dollars, as
19 well as any other damages, attorney fees, and costs that may be owed.

20 **SECTION 10.** In Colorado Revised Statutes, 38-12-511, **amend**
21 (1)(b) and (2); and **add** (3) and (4) as follows:

22 **38-12-511. Application.** (1) Unless created to avoid its
23 application, this part 5 shall not apply to any of the following
24 arrangements:

25 (b) Occupancy under a contract of sale of a dwelling unit or the
26 property of which it is a part, if the occupant is the purchaser, seller, or a
27 person who succeeds to ~~his or her~~ THE OCCUPANT'S interest; EXCEPT THAT

1 THIS SUBSECTION (1)(b) DOES NOT APPLY TO A TENANT OCCUPYING A
2 DWELLING UNIT UNDER A LEASE-TO-OWN CONTRACT;

3 (2) Nothing in this ~~section~~ PART 5 shall be construed to limit
4 remedies available elsewhere in law for a tenant to seek to maintain safe
5 and sanitary housing.

6 (3) EXCEPT AS DESCRIBED IN SUBSECTION (1) OF THIS SECTION,
7 THIS PART 5 APPLIES TO ALL RESIDENTIAL PREMISES OCCUPIED BY A
8 TENANT REGARDLESS OF HOW THE TENANCY, RENTAL AGREEMENT, OR
9 HOUSING ARRANGEMENT IS DENOMINATED.

10 (4) A CLAIM, COUNTERCLAIM, OR ACTION BROUGHT UNDER THIS
11 PART 5 SHALL NOT HAVE ANY PRECLUSIVE EFFECT ON A TENANT'S ABILITY
12 TO ASSERT OTHER CLAIMS IN A SUBSEQUENT ACTION AGAINST THE
13 LANDLORD FOR THE SAME INJURY OR ARISING FROM THE SAME SUBJECT
14 MATTER OR TRANSACTION.

15 **SECTION 11.** In Colorado Revised Statutes, 24-31-101, **amend**
16 (1)(i)(XVII) and (1)(i)(XVIII); and **add** (1)(i)(XIX) as follows:

17 **24-31-101. Powers and duties of attorney general.** (1) The
18 attorney general:

19 (i) May independently initiate and bring civil and criminal actions
20 to enforce state laws, including actions brought pursuant to:

21 (XVII) The "Rental Application Fairness Act", part 9 of article 12
22 of title 38; ~~and~~

23 (XVIII) The "Reproductive Health Equity Act", part 4 of article
24 6 of title 25; AND

25 (XIX) PART 5 OF ARTICLE 12 OF TITLE 38.

26 **SECTION 12.** In Colorado Revised Statutes, 13-6-105, **amend**
27 (1)(f)(I) as follows:

1 **13-6-105. Specific limits on civil jurisdiction.** (1) The county
2 court has no civil jurisdiction except that specifically conferred upon it by
3 law. In particular, it has no jurisdiction over the following matters:

4 (f) Original proceedings for the issuance of injunctions, except:
5 (I) As provided in sections 13-6-104 (5), and 38-12-507 (1)(b)
6 38-12-507, AND 38-12-510;

7 **SECTION 13. In Colorado Revised Statutes, 13-40-111, amend**
8 (1) as follows:

9 **13-40-111. Issuance and return of summons.** (1) Upon filing
10 the complaint as required in section 13-40-110, the clerk of the court or
11 the attorney for the plaintiff shall issue a summons. The summons must
12 command the defendant to appear before the court at a place named in the
13 summons and at a time and on a day not less than seven days but not more
14 than fourteen days from the day of issuing the same to answer the
15 complaint of plaintiff. A court shall not enter a default judgment for
16 possession before the close of business on the date upon which an
17 appearance is due. The summons must also contain a statement addressed
18 to the defendant stating: "If you do not respond to the landlord's
19 complaint by filing a written answer with the court on or before the date
20 and time in this summons or appearing in court at the date and time in this
21 summons, the judge may enter a default judgment against you in favor of
22 your landlord for possession. A default judgment for possession means
23 that you will have to move out, and it may mean that you will have to pay
24 money to the landlord. In your answer to the court, you can state why you
25 believe you have a right to remain in the property, whether you admit or
26 deny the landlord's factual allegations against you, and whether you
27 believe you were given proper notice of the landlord's reasons for

1 terminating your tenancy before you got this summons. When you file
2 your answer, you must pay a filing fee to the clerk of the court." If you are
3 claiming that the landlord's failure to repair a residential premises is a
4 defense to the landlord's allegation of nonpayment of rent, the court will
5 require you to pay into the registry of the court, at the time of filing your
6 answer, the rent due less any expenses you have incurred based upon the
7 landlord's failure to repair the residential premise; unless the court
8 determines that you qualify to have this requirement waived due to your
9 income."

10 **SECTION 14. Applicability.** This act applies to actions related
11 to violations of part 5 of article 12 of title 38 that are filed on or after the
12 effective date of this act.

13 **SECTION 15. Safety clause.** The general assembly finds,
14 determines, and declares that this act is necessary for the immediate
15 preservation of the public peace, health, or safety or for appropriations for
16 the support and maintenance of the departments of the state and state
17 institutions.