

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

**INTRODUCED**

LLS NO. 24-0087.01 Richard Sweetman x4333

**HOUSE BILL 24-1098**

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**HOUSE SPONSORSHIP**

**Mabrey and Duran**, Bacon, Brown, deGruy Kennedy, Epps, Garcia, Hernandez, Herod, Jodeh, Joseph, Lieder, Lindsay, Lindstedt, Martinez, Mauro, Ortiz, Parenti, Ricks, Rutinel, Sirota, Story, Titone, Velasco, Vigil, Weissman, Willford

**SENATE SPONSORSHIP**

**Gonzales and Hinrichsen**,

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**House Committees**

Transportation, Housing & Local Government

**Senate Committees**

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**A BILL FOR AN ACT**

101      **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS, AND, IN**  
102              **CONNECTION THEREWITH, REQUIRING CAUSE FOR THE EVICTION**  
103              **OF A RESIDENTIAL TENANT.**

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**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 prohibits a landlord from evicting a residential tenant unless the landlord has cause for eviction. Cause exists only when:

- A tenant or lessee is guilty of an unlawful detention of real property under certain circumstances described in existing law, as amended by the bill; or

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.*

- Conditions exist constituting grounds for a "no-fault eviction".

The following conditions constitute grounds for a "no-fault eviction" of a residential tenant, with certain limitations:

- Demolition or conversion of the residential premises;
- Substantial repairs or renovations to the residential premises;
- Occupancy assumed by the landlord or a family member of the landlord;
- Expiration of time-limited housing operated by a mission-driven organization; and
- Withdrawal of the residential premises from the rental market for the purpose of selling the residential premises.

A landlord that proceeds with a no-fault eviction in violation of certain notice requirements or other restrictions must provide relocation assistance to the tenant in the amount of 2 months' rent plus one additional month of rent if any of the following individuals reside in the residential premises:

- An individual who is under 18 years of age or at least 60 years of age;
- An individual whose income is no greater than 80% of the area median income; or
- An individual with a disability.

If a landlord proceeds with an eviction of a tenant without cause, the tenant may seek relief as provided in existing laws concerning unlawful removal of a tenant and may assert the landlord's violation as an affirmative defense to an eviction proceeding.

Current law allows a tenant to terminate a tenancy by serving written notice to the landlord within a prescribed time period, based on the length of the tenancy. For the purpose of such notices, certain provisions apply, including the following:

- Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown; and
- Certain provisions concerning notices to quit do not apply to the termination of a residential tenancy if the residential premises is a condominium unit.

The bill eliminates these provisions.

Current law requires the management of a mobile home park to make a reasonable effort to notify a resident of the management's intention to enter the mobile home space at least 48 hours before entry. The bill increases this notice period to 72 hours.

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



1 SECTION 38-12-201.5 (11); AND

2 (b) THE MOBILE HOME PARK RESIDENT IS NOT RESIDING IN THE  
3 MOBILE HOME PARK UNDER A LEASE-TO-OWN AGREEMENT.

4 (6) "MISSION-DRIVEN ORGANIZATION" MEANS AN ORGANIZATION  
5 THAT IS IN GOOD STANDING WITH THE SECRETARY OF STATE AND THAT IS:

6 (a) A PUBLIC HOUSING AUTHORITY CREATED PURSUANT TO  
7 SECTION 29-1-204.5 OR PURSUANT TO PART 2 OR PART 5 OF ARTICLE 4 OF  
8 TITLE 29; OR

9 (b) EXEMPT FROM TAXATION PURSUANT TO SECTION 501 (a) OF  
10 THE FEDERAL "INTERNAL REVENUE CODE OF 1986", 26 U.S.C. SEC. 501  
11 (a), AS AMENDED, AND LISTED AS AN EXEMPT ORGANIZATION IN SECTION  
12 501 (c)(3) OF THE FEDERAL "INTERNAL REVENUE CODE OF 1986", 26  
13 U.S.C. SEC. 501 (c)(3), AS AMENDED.

14 (7) "NO-FAULT EVICTION" MEANS AN ACTION BROUGHT BY A  
15 LANDLORD PURSUANT TO ARTICLE 40 OF TITLE 13 FOR THE EVICTION OF A  
16 TENANT UNDER CONDITIONS DESCRIBED IN SECTION 38-12-1303 (3).

17 (8) "PRIMARY RESIDENCE" MEANS THE ADDRESS THAT IS LISTED ON  
18 A TENANT'S OR LANDLORD'S COLORADO DRIVER'S LICENSE,  
19 IDENTIFICATION CARD, OR VOTER REGISTRATION; USED FOR PURPOSES OF  
20 A TENANT'S OR LANDLORD'S PAYMENT OF STATE OR FEDERAL TAXES; OR  
21 USED FOR THE PURPOSE OF PUBLIC SCHOOL REGISTRATION AT THE TIME  
22 THAT A VALID NO-FAULT EVICTION IS EXERCISED BY A LANDLORD  
23 PURSUANT TO SECTION 38-12-1303 (3).

24 (9) "PROPER SERVICE" MEANS SERVICE THAT COMPLIES WITH  
25 SECTION 13-40-108.

26 (10) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION PAID  
27 TO A LANDLORD FOR THE RIGHT TO USE, POSSESS, AND OCCUPY A

1 DWELLING UNIT.

2 (11) "RENTAL AGREEMENT" HAS THE MEANING SET FORTH IN  
3 SECTION 38-12-502 (7).

4 (12) "RESIDENTIAL PREMISES" HAS THE MEANING SET FORTH IN  
5 SECTION 38-12-502 (8).

6 (13) "SHORT-TERM RENTAL PROPERTY" MEANS A RESIDENTIAL  
7 PREMISES THAT IS LEASED:

8 (a) FOR LESS THAN THIRTY CONSECUTIVE DAYS IN EXCHANGE FOR  
9 REMUNERATION AND FOR TEMPORARY, RECREATIONAL, BUSINESS, OR  
10 TRANSIENT PURPOSES; OR

11 (b) PURSUANT TO A RENTAL AGREEMENT IF THE TENANT OF THE  
12 RENTAL AGREEMENT IS RENTING THE RESIDENTIAL PREMISES FOR LESS  
13 THAN SIX MONTHS FROM A LANDLORD TO WHICH THE TENANT SOLD THE  
14 RESIDENTIAL PREMISES.

15 (14)(a) "SUBSTANTIAL REPAIRS OR RENOVATIONS" MEANS EITHER  
16 OF THE FOLLOWING TYPES OF REPAIRS OR RENOVATIONS THAT CANNOT BE  
17 REASONABLY ACCOMPLISHED IN A SAFE MANNER WITH THE TENANT IN  
18 PLACE AND REQUIRE THE TENANT TO VACATE THE RESIDENTIAL PREMISES  
19 FOR AT LEAST SIXTY DAYS:

20 (I) THE REPLACEMENT OR SUBSTANTIAL MODIFICATION OF ANY  
21 STRUCTURAL, ELECTRICAL, PLUMBING, OR MECHANICAL SYSTEM, WHICH  
22 REPLACEMENT OR MODIFICATION REQUIRES A PERMIT FROM A  
23 GOVERNMENTAL AGENCY; OR

24 (II) THE ABATEMENT OF HAZARDOUS MATERIALS, INCLUDING  
25 LEAD-BASED PAINT, MOLD, OR ASBESTOS, IN ACCORDANCE WITH  
26 APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

27 (b) "SUBSTANTIAL REPAIRS OR RENOVATIONS" DOES NOT INCLUDE

1 COSMETIC IMPROVEMENTS, INCLUDING PAINTING, DECORATING, AND  
2 MINOR REPAIRS, OR OTHER WORK THAT CAN BE PERFORMED SAFELY WITH  
3 THE TENANT IN PLACE AND NOT REQUIRED TO VACATE THE RESIDENTIAL  
4 PREMISES.

5 (15) "TENANT" HAS THE MEANING SET FORTH IN SECTION  
6 38-12-502 (9). "TENANT" DOES NOT INCLUDE A HOME OWNER, AS DEFINED  
7 IN SECTION 38-12-201.5 (2).

8 (16) "TOTAL INCOME" MEANS A TENANT'S OR PROSPECTIVE  
9 TENANT'S INCOME FROM SALARIES, WAGES, COMMISSIONS, PAYMENTS  
10 RECEIVED AS AN INDEPENDENT CONTRACTOR, BONUSES, OR A HOUSING  
11 SUBSIDY OR DERIVED FROM ANY OTHER PUBLIC OR PRIVATE SOURCE AND  
12 INCLUDES ALL OF A TENANT'S OR PROSPECTIVE TENANT'S CASH ASSETS.

13 (17) "WRITTEN NOTICE" MEANS WRITTEN NOTICE TO VACATE  
14 THAT:

15 (a) COMPLIES WITH SECTION 13-40-106; AND

16 (b) IS PROVIDED TO A TENANT BY A LANDLORD OR BY A  
17 LANDLORD'S AGENT.

18 **38-12-1302. Applicability.** (1) THIS PART 13 APPLIES TO EVERY  
19 RESIDENTIAL PREMISES IN THE STATE; EXCEPT THAT THIS PART 13 DOES  
20 NOT APPLY TO:

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

22 (b) A DWELLING UNIT OR OTHER PORTION OF A RESIDENTIAL  
23 PREMISES IF THE OWNER OR MASTER TENANT LIVES IN AND MAINTAINS THE  
24 RESIDENTIAL PREMISES AS THE OWNER'S OR MASTER TENANT'S PRIMARY  
25 RESIDENCE AND THE RESIDENTIAL PREMISES:

26 (I) Is:

27 (A) A SINGLE-FAMILY HOME WITH OR WITHOUT AN ACCESSORY

1 DWELLING UNIT THAT IS LOCATED ON THE SAME LOT AND ATTACHED,  
2 SEMI-ATTACHED, OR UNATTACHED TO THE SINGLE-FAMILY HOME;

3 (B) A DUPLEX; OR

4 (C) A TRIPLEX; AND

5 (II) IS NOT:

6 (A) A MULTIFAMILY PROPERTY OF FOUR OR MORE DWELLING  
7 UNITS; OR

8 (B) A MOBILE HOME SPACE, AS DEFINED IN SECTION 38-12-201.5  
9 (6.5), THAT IS LEASED TO A HOME OWNER, AS DEFINED IN SECTION  
10 38-12-201.5 (2), OR TO OTHER TENANTS OCCUPYING THE MOBILE HOME  
11 SPACE PURSUANT TO A LEASE-TO-OWN AGREEMENT, PURCHASE OPTION, OR  
12 SIMILAR AGREEMENT.

13 **38-12-1303. Cause for eviction required - no-fault evictions.**

14 (1) A LANDLORD SHALL NOT SERVE A NOTICE TO TERMINATE TENANCY OR  
15 A DEMAND FOR POSSESSION OR OTHERWISE PROCEED WITH AN ACTION FOR  
16 UNLAWFUL DETAINER PURSUANT TO ARTICLE 40 OF TITLE 13 UNLESS  
17 THERE IS CAUSE FOR THE EVICTION.

18 (2) FOR THE PURPOSES OF SUBSECTION (1) OF THIS SECTION, CAUSE  
19 EXISTS ONLY AS DESCRIBED IN THE FOLLOWING SECTIONS:

20 (a) SECTION 13-40-104 (1)(a) FOR WHEN ENTRY IS MADE WITHOUT  
21 RIGHT OR TITLE INTO ANY VACANT OR UNOCCUPIED LANDS OR TENEMENTS;

22 (b) SECTION 13-40-104 (1)(b) FOR WHEN ENTRY IS MADE  
23 WRONGFULLY INTO CERTAIN PUBLIC LANDS, TENEMENTS, MINING CLAIMS,  
24 OR OTHER POSSESSIONS;

25 (c) SECTION 13-40-104 (1)(c) FOR WHEN A LESSEE OR TENANT AT  
26 WILL, OR AT SUFFERANCE, OF ANY NONRESIDENTIAL REAL PROPERTY OR  
27 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b)

1 HOLDS OVER AND CONTINUES IN POSSESSION OF THE PROPERTY OR  
2 PREMISES, OR ANY PORTION OF THE PROPERTY OR PREMISES, AFTER THE  
3 EXPIRATION OF THE TERM FOR WHICH THE PROPERTY OR PREMISES WAS  
4 LEASED OR AFTER THE TENANCY, AT WILL OR AT SUFFERANCE, HAS BEEN  
5 TERMINATED BY EITHER PARTY;

6 (d) SECTION 13-40-104 (1)(d) FOR NONPAYMENT OF RENT;

7 (e) SECTION 13-40-104 (1)(d.5) FOR A SUBSTANTIAL VIOLATION,  
8 AS DESCRIBED IN SECTION 13-40-107.5;

9 (f) SECTION 13-40-104 (1)(e) FOR A MATERIAL VIOLATION OF THE  
10 LEASE OR RENTAL AGREEMENT;

11 (g) SECTION 13-40-104 (1)(e.5) FOR A REPEAT VIOLATION AFTER  
12 RECEIPT OF PROPER NOTICE OF A VIOLATION;

13 (h) SECTION 13-40-104 (1)(e.8) AND SUBSECTION (3) OF THIS  
14 SECTION CONCERNING NO-FAULT EVICTIONS;

15 (i) SECTION 13-40-104 (1)(g) FOR WHEN PROPERTY HAS BEEN SOLD  
16 UNDER A JUDGMENT OR DECREE AND THE PARTY OR PRIVIES TO THE  
17 JUDGMENT OR DECREE REFUSE OR NEGLECT TO SURRENDER POSSESSION  
18 AFTER THE EXPIRATION OF THE TIME OF REDEMPTION, WHEN REDEMPTION  
19 IS ALLOWED BY LAW, AFTER THE PURCHASER DEMANDS THE PROPERTY;

20 (j) SECTION 13-40-104 (1)(h) FOR WHEN AN HEIR OR DEVISEE  
21 CONTINUES IN POSSESSION OF A PREMISES SOLD AND CONVEYED BY A  
22 PERSONAL REPRESENTATIVE; AND

23 (k) SECTION 13-40-104 (1)(i) FOR A VENDEE THAT HOLDS OVER  
24 AFTER FAILING TO COMPLY WITH AN AGREEMENT TO PURCHASE LANDS OR  
25 TENEMENTS.

26 (3) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (5) OF THIS  
27 SECTION, THE FOLLOWING CONDITIONS CONSTITUTE GROUNDS FOR A



1 NO-FAULT EVICTION OF A TENANT:

2 (a) **Demolition or conversion of residential premises.** WHEN A  
3 LANDLORD PLANS TO DEMOLISH A RESIDENTIAL PREMISES, CONVERT IT TO  
4 A NONRESIDENTIAL USE, OR CONVERT IT TO A SHORT-TERM RENTAL  
5 PROPERTY, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A  
6 TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE  
7 RENTAL AGREEMENT SO LONG AS THE LANDLORD:

8 (I) ALLOWS THE TENANT AT LEAST NINETY DAYS TO VACATE THE  
9 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN  
10 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF  
11 THE TENANT'S EXISTING RENTAL AGREEMENT; AND

12 (II) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE  
13 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES:

14 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE  
15 RESIDENTIAL PREMISES, WHICH DATE MUST BE AT LEAST NINETY DAYS  
16 AFTER THE DATE UPON WHICH THE LANDLORD PROVIDES THE WRITTEN  
17 NOTICE TO THE TENANT; AND

18 (B) A DESCRIPTION AND TIMELINE OF THE DEMOLITION OR  
19 CONVERSION OF THE RESIDENTIAL PREMISES AND A MATERIAL  
20 DEMONSTRATION OF THE PROPOSED DATE UPON WHICH THE PROJECT WILL  
21 COMMENCE, SUCH AS A COPY OF A BUILDING PERMIT OR APPLICATION FOR  
22 A PERMIT OR LICENSE TO OPERATE A SHORT-TERM RENTAL PROPERTY,  
23 WHERE APPLICABLE.

24 (b) **Substantial repairs or renovations.** (I) EXCEPT AS  
25 DESCRIBED IN SUBSECTION (3)(b)(II) OF THIS SECTION, WHEN A LANDLORD  
26 PLANS TO MAKE SUBSTANTIAL REPAIRS OR RENOVATIONS TO A  
27 RESIDENTIAL PREMISES, THE LANDLORD MAY INITIATE A NO-FAULT

1 EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE  
2 TERM OF THE RENTAL AGREEMENT SO LONG AS THE LANDLORD:

3 (A) ALLOWS THE TENANT AT LEAST NINETY DAYS TO VACATE THE  
4 RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN  
5 POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF  
6 THE TENANT'S EXISTING RENTAL AGREEMENT;

7 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE  
8 OF THE NO-FAULT EVICTION, WHICH WRITTEN NOTICE INCLUDES THE DATE  
9 BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL PREMISES, WHICH  
10 DATE MUST BE AT LEAST NINETY DAYS AFTER THE DATE UPON WHICH THE  
11 LANDLORD PROVIDES THE WRITTEN NOTICE TO THE TENANT;

12 (C) PROVIDES THE TENANT A DESCRIPTION OF THE TIMELINE OF  
13 THE SUBSTANTIAL REPAIRS OR RENOVATIONS TO THE RESIDENTIAL  
14 PREMISES;

15 (D) PROCEEDS WITHOUT UNREASONABLE DELAY TO EFFECT THE  
16 SUBSTANTIAL REPAIRS OR RENOVATIONS UPON THE LANDLORD'S  
17 RECOVERY OF POSSESSION OF THE RESIDENTIAL PREMISES; AND

18 (E) PROVIDES THE TENANT A WRITTEN NOTICE VIA FIRST-CLASS  
19 MAIL TO ANY KNOWN ADDRESS OR E-MAIL ADDRESS PROVIDED BY THE  
20 TENANT WHEN THE SUBSTANTIAL REPAIRS OR RENOVATIONS ARE  
21 COMPLETE. IF, WITHIN THIRTY DAYS AFTER RECEIVING SUCH NOTICE, THE  
22 TENANT NOTIFIES THE LANDLORD THAT THE TENANT WANTS TO RETURN TO  
23 THE RESIDENTIAL PREMISES, THE LANDLORD SHALL OFFER THE TENANT  
24 THE FIRST RIGHT TO RETURN TO THE RESIDENTIAL PREMISES PURSUANT TO  
25 A RENTAL AGREEMENT OF SUBSTANTIALLY THE SAME TERMS, INCLUDING  
26 TERMS ESTABLISHING RENT IN THE SAME AMOUNT OR IN A REASONABLY  
27 INCREASED AMOUNT; EXCEPT THAT A LANDLORD MAY INCREASE RENT BY

1 AN AMOUNT THAT REASONABLY REFLECTS IMPROVEMENTS MADE TO THE  
2 RESIDENTIAL PREMISES.

3 (II) A LANDLORD SHALL NOT INITIATE A NO-FAULT EVICTION OF A  
4 TENANT AS DESCRIBED IN SUBSECTION (3)(b)(I) OF THIS SECTION IF THE  
5 SUBSTANTIAL REPAIRS OR RENOVATIONS THAT ARE THE ALLEGED BASIS OF  
6 THE NO-FAULT EVICTION ARE:

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

10 (B) INITIATED BY THE LANDLORD IN RETALIATION AGAINST THE  
11 TENANT, AS DESCRIBED IN SECTION 38-12-509 (1).

12 (c) **Landlord or family member of landlord assumes**  
13 **occupancy.** WHEN A LANDLORD PLANS TO RECOVER POSSESSION OF A  
14 RESIDENTIAL PREMISES FOR THE LANDLORD'S OWN USE AND OCCUPANCY  
15 AS A PRIMARY RESIDENCE, OR FOR THE USE AND OCCUPANCY AS A  
16 PRIMARY RESIDENCE BY THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,  
17 CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR  
18 GRANDCHILD, THE LANDLORD MAY INITIATE A NO-FAULT EVICTION OF A  
19 TENANT OF THE RESIDENTIAL PREMISES AT THE END OF THE TERM OF THE  
20 RENTAL AGREEMENT SO LONG AS:

21 (I) THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC  
22 PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR  
23 GRANDCHILD MOVES INTO THE RESIDENTIAL PREMISES WITHIN THREE  
24 MONTHS AFTER THE TENANT VACATES THE RESIDENTIAL PREMISES;

25 (II) THE LANDLORD PROVIDES THE TENANT PROPER SERVICE OF A  
26 WRITTEN NOTICE OF THE NO-FAULT EVICTION AT LEAST NINETY DAYS  
27 BEFORE THE DATE BY WHICH THE TENANT MUST VACATE THE RESIDENTIAL

1 PREMISES, DURING WHICH TIME THE TENANT MAY REMAIN IN POSSESSION  
2 OF THE RESIDENTIAL PREMISES UNDER THE SAME TERMS OF THE TENANT'S  
3 EXISTING RENTAL AGREEMENT; AND

4 (III) NO SUBSTANTIALLY EQUIVALENT UNIT IS VACANT AND  
5 AVAILABLE TO HOUSE THE LANDLORD OR THE LANDLORD'S SPOUSE,  
6 DOMESTIC PARTNER, CHILD, STEPCHILD, PARENT, STEPPARENT,  
7 GRANDPARENT, OR GRANDCHILD IN THE SAME BUILDING. THERE IS A  
8 REBUTTABLE PRESUMPTION THAT A LANDLORD DID NOT ACT IN GOOD  
9 FAITH IF THE LANDLORD OR THE LANDLORD'S SPOUSE, DOMESTIC PARTNER,  
10 CHILD, STEPCHILD, PARENT, STEPPARENT, GRANDPARENT, OR GRANDCHILD  
11 FAILS TO OCCUPY THE UNIT AS A PRIMARY RESIDENCE FOR AT LEAST SIXTY  
12 CONSECUTIVE DAYS DURING THE NINETY DAYS IMMEDIATELY AFTER THE  
13 TENANT VACATED THE UNIT PURSUANT TO A NOTICE TO VACATE.

14 (d) **Time-limited housing.** WHEN A MISSION-DRIVEN  
15 ORGANIZATION'S FUNDING OR AUTHORITY FOR THE OPERATION OF HOTELS,  
16 MOTELS, OR OTHER HOUSING FOR TEMPORARY OR TRANSIENT PURPOSES IS  
17 TERMINATED, THE MISSION-DRIVEN ORGANIZATION MAY INITIATE A  
18 NO-FAULT EVICTION OF A TENANT OF THE TEMPORARY HOUSING IF:

19 (I) THE MISSION-DRIVEN ORGANIZATION ALLOWS THE TENANT AT  
20 LEAST SEVEN CALENDAR DAYS TO VACATE THE RESIDENTIAL PREMISES;

21 (II) THE MISSION-DRIVEN ORGANIZATION PROVIDES THE TENANT  
22 PROPER SERVICE OF A WRITTEN NOTICE OF THE NO-FAULT EVICTION, WHICH  
23 WRITTEN NOTICE INCLUDES THE FOLLOWING INFORMATION:

24 (A) THE DATE BY WHICH THE TENANT MUST VACATE THE  
25 PREMISES;

26 (B) THE REASON FOR THE NO-FAULT EVICTION AND AN  
27 EXPLANATION THAT THE FUNDING OR AUTHORITY IS BEING TERMINATED

1 FOR THE MISSION-DRIVEN ORGANIZATION; AND

2 (C) ALTERNATIVE HOUSING OPTIONS AND OTHER AVAILABLE  
3 RESOURCES FOR TENANTS.

4 (e) **Withdrawal from rental market for the purpose of selling**  
5 **the residential premises.** (I) WHEN A LANDLORD PLANS TO SELL A  
6 RESIDENTIAL PREMISES THAT IS A SINGLE-FAMILY HOME, A TOWNHOME, OR  
7 AN INDIVIDUAL CONDOMINIUM UNIT, THE LANDLORD MAY INITIATE A  
8 NO-FAULT EVICTION OF A TENANT OF THE RESIDENTIAL PREMISES AT THE  
9 END OF THE TERM OF THE RENTAL AGREEMENT SO LONG AS THE  
10 LANDLORD:

11 (A) ALLOWS THE TENANT AT LEAST ONE HUNDRED TWENTY DAYS  
12 TO VACATE THE RESIDENTIAL PREMISES, DURING WHICH TIME THE TENANT  
13 MAY REMAIN IN POSSESSION OF THE RESIDENTIAL PREMISES UNDER THE  
14 SAME TERMS OF THE TENANT'S EXISTING RENTAL AGREEMENT;

15 (B) PROVIDES THE TENANT PROPER SERVICE OF A WRITTEN NOTICE  
16 OF THE LANDLORD'S INTENT TO WITHDRAW THE RESIDENTIAL PREMISES  
17 FROM THE RENTAL MARKET AND SELL THE RESIDENTIAL PREMISES, WHICH  
18 NOTICE INCLUDES THE DATE ON WHICH THE TENANT WILL BE REQUIRED TO  
19 VACATE; AND

20 (C) DOES NOT LIST THE RESIDENTIAL PREMISES FOR A LONG-TERM  
21 OR SHORT-TERM RENTAL FOR AT LEAST NINETY DAYS AFTER THE DATE ON  
22 WHICH THE TENANT IS REQUIRED TO VACATE.

23 (II) NOTHING IN THIS SUBSECTION (3)(e) MAY BE CONSTRUED TO  
24 ALLOW A LANDLORD TO INITIATE A NO-FAULT EVICTION OR OTHERWISE  
25 TERMINATE A RENTAL AGREEMENT WITHOUT CAUSE BEFORE THE END OF  
26 THE TERM OF THE RENTAL AGREEMENT.

27 (4) NOTHING IN THIS SECTION SHALL BE CONSTRUED TO IMPACT

1 THE INTERPRETATION OF THE MEANING OF THE TERM "GOOD CAUSE" AS  
2 THE TERM IS USED IN FEDERAL LAW OR FEDERAL REGULATIONS.

3 (5) (a) A LANDLORD MAY PROCEED WITH A NO-FAULT EVICTION OF  
4 A TENANT BY FILING AN ACTION UNDER ARTICLE 40 OF TITLE 13 ONLY IF  
5 THE LANDLORD PROVIDES PROPER SERVICE OF A WRITTEN NOTICE OF THE  
6 NO-FAULT EVICTION AND THE TENANT FAILS TO VACATE ON OR BEFORE  
7 THE DEADLINE STATED IN THE NOTICE.

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

13 **38-12-1304. Relocation assistance for tenants - duties of**  
14 **landlords - exemption.** (1) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF  
15 THIS SECTION, A LANDLORD THAT PROCEEDS WITH A NO-FAULT EVICTION  
16 OF A TENANT PURSUANT TO SECTION 38-12-1303 (3) SHALL PROVIDE  
17 RELOCATION ASSISTANCE TO THE TENANT IN THE AMOUNT OF TWO  
18 MONTHS' RENT IF THE LANDLORD FAILS TO COMPLY WITH SECTION  
19 38-12-1303. IN ADDITION TO THIS AMOUNT, A LANDLORD THAT FAILS TO  
20 COMPLY WITH SECTION 38-12-1303 SHALL PROVIDE RELOCATION  
21 ASSISTANCE IN THE AMOUNT OF ONE MONTH'S RENT IF ANY OF THE  
22 FOLLOWING INDIVIDUALS RESIDE IN THE RESIDENTIAL PREMISES AT THE  
23 TIME THE LANDLORD PROVIDES THE NOTICE OF THE NO-FAULT EVICTION:

24 (a) AN INDIVIDUAL WHO IS UNDER EIGHTEEN YEARS OF AGE OR IS  
25 SIXTY YEARS OF AGE OR OLDER;

26 (b) AN INDIVIDUAL WHOSE TOTAL INCOME IS NO GREATER THAN  
27 EIGHTY PERCENT OF THE AREA MEDIAN INCOME; OR

1 (c) AN INDIVIDUAL WITH A DISABILITY, AS DEFINED IN THE  
2 FEDERAL "AMERICANS WITH DISABILITIES ACT OF 1990", 42 U.S.C. SEC.  
3 12102 (1), AS AMENDED.

4 (2) A LANDLORD SHALL PAY THE AMOUNT DESCRIBED IN  
5 SUBSECTION (1) OF THIS SECTION TO A TENANT IN A LUMP SUM TO BE  
6 DIVIDED EQUALLY AMONG THE TENANTS LISTED ON THE RENTAL  
7 AGREEMENT.

8 (3) THIS SECTION DOES NOT APPLY:

9 (a) IF THE RENTAL AGREEMENT CONCERNS THE OCCUPANCY OF A  
10 RESIDENTIAL PREMISES THAT IS NOT THE TENANT'S PRIMARY RESIDENCE;

11 (b) TO A HOME OWNER, AS DEFINED IN SECTION 38-12-201.5 (2);  
12 OR

13 (c) IF THE LANDLORD IS A MISSION-DRIVEN ORGANIZATION THAT  
14 EXERCISES A NO-FAULT EVICTION UNDER SECTION 38-12-1303 (3)(d).

15 **38-12-1305. Violations - remedies.** IF A LANDLORD PROCEEDS  
16 WITH AN EVICTION OF A TENANT OF A RESIDENTIAL PREMISES IN VIOLATION  
17 OF THIS PART 13, AND THE TENANT LOSES POSSESSION OF THE DWELLING  
18 UNIT, THE TENANT MAY SEEK RELIEF AS DESCRIBED IN SECTION 38-12-510  
19 IN ADDITION TO ANY RELOCATION ASSISTANCE TO WHICH THE TENANT IS  
20 ENTITLED PURSUANT TO SECTION 38-12-1304.

21 **38-12-1306. No waiver of requirements by agreement.** A  
22 PROVISION OF A RENTAL AGREEMENT OR OTHER AGREEMENT THAT  
23 PURPORTS TO AUTHORIZE OR EFFECTUATE A WAIVER OR MODIFICATION OF  
24 ANY PROVISION OF THIS PART 13 IS VOID AND UNENFORCEABLE.

25 **38-12-1307. Affirmative defense.** IF A LANDLORD FAILS TO  
26 COMPLY WITH THIS PART 13, A TENANT MAY ASSERT THE LANDLORD'S  
27 FAILURE AS AN AFFIRMATIVE DEFENSE FOR A TENANT TO AN EVICTION

1 PROCEEDING. IF A TENANT ASSERTS SUCH AN AFFIRMATIVE DEFENSE, AND  
2 THE LANDLORD CANNOT DEMONSTRATE BY A PREPONDERANCE OF THE  
3 EVIDENCE THAT THE LANDLORD HAS COMPLIED WITH THIS PART 13, THE  
4 COURT SHALL DISMISS THE EVICTION PROCEEDING.

5 **38-12-1308. Retaliatory rent increase prohibited.** A LANDLORD  
6 SHALL NOT INCREASE A TENANT'S RENT IN A DISCRIMINATORY,  
7 RETALIATORY, OR UNCONSCIONABLE MANNER TO CIRCUMVENT THE  
8 REQUIREMENTS AND PROHIBITIONS SET FORTH IN THIS PART 13.

9 **SECTION 3.** In Colorado Revised Statutes, 13-40-104, **amend**  
10 (1) introductory portion, (1)(c), (1)(e), and (1)(e.5)(II); and **add** (1)(e.8)  
11 as follows:

12 **13-40-104. Unlawful detention defined - definitions.** (1) ~~Any~~  
13 A person ~~is guilty of~~ HAS COMMITTED an unlawful detention of real  
14 property in the following cases:

15 (c) When any lessee or tenant at will, or ~~by~~ AT sufferance, or for  
16 any ~~part of a year, or for one or more years~~ PERIOD OF TIME, of any  
17 NONRESIDENTIAL real property OR RESIDENTIAL PREMISES DESCRIBED IN  
18 SECTION 38-12-1302 (1)(a) OR (1)(b), including a specific or undivided  
19 portion of a building, ~~or dwelling,~~ holds over and continues in possession  
20 of the ~~demised premises~~ NONRESIDENTIAL REAL PROPERTY OR  
21 RESIDENTIAL PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR  
22 (1)(b), or any portion thereof, after the expiration of the term for which  
23 the ~~same were~~ NONRESIDENTIAL REAL PROPERTY OR RESIDENTIAL  
24 PREMISES DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b) WAS leased  
25 or after ~~such~~ THE tenancy ~~at will or sufferance,~~ has been terminated by  
26 either party;

27 (e) When ~~such~~ A tenant or lessee holds over without ~~such~~



1 permission, contrary to any ~~other~~ MATERIAL condition or covenant of the  
2 agreement under which ~~such~~ THE tenant or lessee holds, and ten days'  
3 notice in writing has been duly served upon ~~such~~ THE tenant or lessee  
4 requiring ~~in the alternative the~~ EITHER compliance with ~~such~~ THE  
5 condition or covenant or the delivery of the possession of the premises;  
6 ~~so held;~~ except that, for a nonresidential agreement or an  
7 employer-provided housing agreement, three days' notice is required,  
8 ~~pursuant to this section;~~ and for an exempt residential agreement, five  
9 days' notice is required; ~~pursuant to this section.~~

10 (e.5) (II) A tenancy pursuant to a residential agreement may be  
11 terminated at any time pursuant to this subsection (1)(e.5) on the basis of  
12 a subsequent violation of the same condition or covenant of the  
13 agreement. The termination of a residential tenancy is effective ten days  
14 after service of written notice to ~~quit~~ TERMINATE TENANCY.  
15 Notwithstanding any other provision of this subsection (1)(e.5)(II), a  
16 tenancy pursuant to a nonresidential agreement, an exempt residential  
17 agreement, or an employer-provided housing agreement may be  
18 terminated at any time pursuant to this subsection (1)(e.5) on the basis of  
19 a subsequent violation. The termination of a nonresidential tenancy or an  
20 employer-provided housing tenancy is effective three days after service  
21 of written notice to ~~quit~~ TERMINATE TENANCY, and the termination of a  
22 tenancy pursuant to an exempt residential agreement is effective five days  
23 after service of written notice to ~~quit~~ TERMINATE TENANCY.

24 (e.8) WHEN A TENANT HOLDS OVER AND MAINTAINS POSSESSION  
25 OF A RESIDENTIAL PREMISES AFTER THE LANDLORD HAS PROPERLY  
26 INITIATED A NO-FAULT EVICTION, AS DEFINED IN SECTION 38-12-1301 (7),  
27 AND SATISFIED THE NOTICE REQUIREMENTS AND OTHER REQUIREMENTS

1 ASSOCIATED WITH THE NO-FAULT EVICTION, AS DESCRIBED IN SECTION  
2 38-12-1303 (3);

3 **SECTION 4.** In Colorado Revised Statutes, **amend** 13-40-106 as  
4 follows:

5 **13-40-106. Written demand.** (1) The demand required by  
6 section 13-40-104 OR 38-12-1303 shall be made in writing, specifying the  
7 grounds of the demandant's right to the possession of ~~such~~ THE premises,  
8 INCLUDING A SPECIFIC DESCRIPTION OF THE ALLEGED VIOLATION OR  
9 NO-FAULT EVICTION GROUNDS, describing the ~~same~~ PREMISES, and  
10 INDICATING the DATE AND time when the ~~same~~ PREMISES shall be  
11 delivered up, and shall be signed by the person claiming such possession,  
12 ~~his~~ THE PERSON'S agent, or ~~his~~ THE PERSON'S attorney.

13 (2) The demand REQUIRED BY SECTION 13-40-104 OR 38-12-1303  
14 must also include a statement that a residential tenant who receives  
15 supplemental security income, social security disability insurance under  
16 Title II of the federal "Social Security Act", 42 U.S.C. sec. 401 et seq., as  
17 amended, or cash assistance through the Colorado works program created  
18 in part 7 of article 2 of title 26 has a right to mediation prior to the  
19 landlord filing an eviction complaint with the court pursuant to section  
20 13-40-110.

21 (3) THE DEMAND OR NOTICE REQUIRED BY SECTION 13-40-104 OR  
22 38-12-1303 MUST BE WRITTEN IN ENGLISH, SPANISH, AND ANY OTHER  
23 LANGUAGE THAT THE LANDLORD KNOWS, OR HAS REASON TO KNOW, IS  
24 THE PRIMARY LANGUAGE OF THE TENANT.

25 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-107 as  
26 follows:

27 **13-40-107. Notice to terminate tenancy.** (1) ~~A tenancy may be~~

1 terminated by notice in writing, served not less than the respective period  
2 fixed before the end of the applicable tenancy, as follows: A LANDLORD  
3 OF NONRESIDENTIAL REAL PROPERTY OR A RESIDENTIAL PREMISES  
4 DESCRIBED IN SECTION 38-12-1302 (1)(a) OR (1)(b) OR A TENANT OF ANY  
5 SUCH PROPERTY OR PREMISES MAY TERMINATE A PERIODIC TENANCY AT  
6 THE END OF THE TENANCY PERIOD OR ELECT TO NOT RENEW A FIXED TERM  
7 TENANCY AT THE END OF THE FIXED TERM BY SERVING WRITTEN NOTICE  
8 THAT EXPIRES AT THE END OF THE PERIOD OR FIXED TERM, BASED ON THE  
9 LENGTH OF THE APPLICABLE TENANCY DESCRIBED IN SUBSECTION (2) OF  
10 THIS SECTION.

11 (2) THE WRITTEN NOTICE DESCRIBED IN SUBSECTION (1) OF THIS  
12 SECTION MUST BE SERVED BEFORE THE END OF THE PERIOD OR FIXED TERM,  
13 AS FOLLOWS:

- 14 (a) A tenancy for one year or longer, AT LEAST ninety-one days;
- 15 (b) A tenancy of six months or longer but less than a year, AT  
16 LEAST twenty-eight days;
- 17 (c) A tenancy of one month or longer but less than six months, AT  
18 LEAST twenty-one days;
- 19 (d) A tenancy of one week or longer but less than one month, or  
20 a tenancy at will, AT LEAST three days;
- 21 (e) A tenancy for less than one week, AT LEAST one day.

22 ~~(2)~~ (3) ~~Such~~ THE WRITTEN notice ~~shall~~ DESCRIBED IN SUBSECTION  
23 (1) OF THIS SECTION MUST:

- 24 (a) Describe the property and the particular ~~time~~ DATE when the  
25 tenancy will terminate; and
- 26 (b) ~~shall~~ Be signed by the landlord or tenant, the party giving such  
27 notice, or ~~his~~ THE LANDLORD'S OR TENANT'S agent or attorney.

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

3           (4) No WRITTEN notice ~~to quit shall be~~ UNDER SUBSECTION (1) OF  
4 THIS SECTION IS necessary from or to a tenant ~~whose term~~ WITH A  
5 FIXED-TERM TENANCY THAT is, by agreement, to end at a time certain.

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

10           **SECTION 6.** In Colorado Revised Statutes, 13-40-107.5, **amend**  
11 (4)(a) and (4)(b) as follows:

12           **13-40-107.5. Termination of tenancy for substantial violation**  
13 **- definition - legislative declaration.** (4) (a) A tenancy may be  
14 terminated at any time on the basis of a substantial violation. The  
15 termination ~~shall be~~ IS effective three days after service of written notice  
16 to ~~quit~~ TERMINATE TENANCY.

17           (b) The notice to ~~quit shall~~ TERMINATE TENANCY MUST describe  
18 the property, the particular ~~time~~ DATE when the tenancy will terminate,  
19 and the grounds for termination. The notice ~~shall~~ MUST be signed by the  
20 landlord or by the landlord's agent or attorney.

21           **SECTION 7.** In Colorado Revised Statutes, **amend** 13-40-108 as  
22 follows:

23           **13-40-108. Service of notice to vacate or demand.** A WRITTEN  
24 notice to ~~quit~~ VACATE or demand ~~for possession of real property~~ AS  
25 REQUIRED BY SECTION 13-40-104, 38-12-202, 38-12-204, OR 38-12-1303  
26 may be served by delivering a copy thereof to ~~the tenant or other person~~  
27 EACH INDIVIDUAL EIGHTEEN YEARS OF AGE OR OLDER occupying such

1 premises, or by leaving such copy with some person, a member of the  
2 tenant's family above the age of fifteen years, residing on or in charge of  
3 the premises, or, in case no one is on the premises ~~at the time service is~~  
4 ~~attempted~~ AFTER ATTEMPTS AT PERSONAL SERVICE AT LEAST ONCE ON  
5 TWO SEPARATE DAYS, by posting ~~such~~ THE copy in some conspicuous  
6 place on the premises.

7 **SECTION 8.** In Colorado Revised Statutes, 13-40-110, **amend**  
8 (2) as follows:

9 **13-40-110. Action - how commenced - report.** (2) In an action  
10 for termination of a tenancy in a mobile home park, the complaint, in  
11 addition to the requirements of subsection (1) of this section, must specify  
12 the reasons for termination as the reasons are stated in section 38-12-203.  
13 The complaint must specify the approximate time, place, and manner in  
14 which the tenant allegedly committed the acts giving rise to the  
15 complaint. If the action is based on the mobile home or mobile home lot  
16 being out of compliance with the rules and regulations adopted pursuant  
17 to section 38-12-214, the complaint must specify that the home owner  
18 was given ninety days after the date of service or posting of the notice to  
19 ~~quit~~ TERMINATE TENANCY to cure the noncompliance, that ninety days  
20 have passed, and the noncompliance has not been cured.

21 **SECTION 9.** In Colorado Revised Statutes, 38-12-202, **amend**  
22 (1)(a) introductory portion, (1)(b), and (3) as follows:

23 **38-12-202. Tenancy - notice to terminate tenancy.** (1) (a) ~~No~~  
24 Tenancy or other lease or rental occupancy of space in a mobile home  
25 park ~~shall~~ MAY NOT commence without a written lease or rental  
26 agreement, and ~~no~~ tenancy in a mobile home park shall NOT be terminated  
27 until a notice to ~~quit~~ TERMINATE TENANCY or notice of nonpayment of

1 rent has been served. A notice to ~~quit shall~~ TERMINATE TENANCY MUST be  
2 in writing and ~~in the form specified in section 13-40-107 (2)~~ INCLUDE A  
3 DESCRIPTION OF THE PROPERTY. The property description ~~required in~~  
4 ~~section 13-40-107 (2)~~ is legally sufficient if it states:

5 (b) Service of the notice to ~~quit shall~~ TERMINATE TENANCY MUST  
6 be as specified in section 13-40-108. ~~C.R.S.~~ Service by posting ~~shall be~~  
7 IS deemed legally sufficient within the meaning of section 13-40-108  
8 ~~C.R.S.~~, if the notice is affixed to the main entrance of the mobile home.

9 (3) In any notice provided by the management as required by this  
10 section, the management shall specify the reason for the termination, as  
11 described in section 38-12-203, of the tenancy that is the subject of the  
12 notice. If the management is terminating the tenancy because the mobile  
13 home or mobile home lot is out of compliance with local ordinances or  
14 state laws or rules relating to mobile homes and mobile home lots, as  
15 described in section 38-12-203 (1)(a), or out of compliance with written  
16 rules and regulations of the mobile home park, as described in section  
17 38-12-203 (1)(c), the notice must include a statement advising the home  
18 owner that the home owner has a right to cure the noncompliance within  
19 ninety days after the date of service or posting of the notice to ~~quit~~  
20 TERMINATE TENANCY. This ninety-day period runs concurrently with the  
21 ninety-day period to sell the mobile home or remove it from the premises  
22 as set forth in subsection (1)(c)(I) of this section. Rent payment and other  
23 agreed tenant obligations remain in effect during this ninety-day period,  
24 and acceptance of rent by a landlord during this ninety-day period does  
25 not constitute a waiver of the landlord's right to terminate the tenancy for  
26 any noncompliance described in section 38-12-203 (1)(a) or (1)(c).

27 **SECTION 10.** In Colorado Revised Statutes, 38-12-204.3,

1       **amend** (1) introductory portion, (1)(a), and (2) as follows:

2               **38-12-204.3. Notice required for termination.** (1) Where the  
3       tenancy of a mobile home owner is being terminated under section  
4       38-12-202 or section 38-12-204, the landlord or mobile home park owner  
5       shall provide such mobile home owner with written notice as provided for  
6       in subsection (2) of this section. Service of such notice ~~shall~~ **MUST** occur  
7       at the same time and in the same manner as service of:

8               (a) The notice to ~~quit~~ **TERMINATE TENANCY** as provided in section  
9       38-12-202 (1); or

10              (2) The notice required under this section must be in at least  
11       ten-point type and must read as follows:

12                               **IMPORTANT NOTICE TO THE HOME OWNER:**

13              This notice and the accompanying notice to ~~quit~~ **TERMINATE**  
14       **TENANCY/notice of nonpayment of rent** are the first steps in the eviction  
15       process. Any dispute you may have regarding the grounds for eviction  
16       should be addressed with your landlord or the management of the mobile  
17       home park or in the courts if an eviction action is filed. Please be advised  
18       that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado  
19       Revised Statutes, and the "Mobile Home Park Act Dispute Resolution and  
20       Enforcement Program" created in section 38-12-1104, Colorado Revised  
21       Statutes, may provide you with legal protection.

22              **NOTICE TO ~~QUIT~~ TERMINATE TENANCY:** In order to terminate a  
23       home owner's tenancy, the landlord or management of a mobile home  
24       park must serve to a home owner a notice to ~~quit~~ **TERMINATE TENANCY**.  
25       The notice must be in writing and must contain certain information,  
26       including:

- 27              ●       The grounds for the termination of the tenancy;

- 1           ●       Whether or not the home owner has a right to cure under  
2                   the "Mobile Home Park Act"; and
- 3           ●       That the home owner has the option of mediation pursuant  
4                   to section 38-12-216, Colorado Revised Statutes, of the  
5                   "Mobile Home Park Act" and the option of filing a  
6                   complaint through the "Mobile Home Park Act Dispute  
7                   Resolution and Enforcement Program" created in section  
8                   38-12-1104, Colorado Revised Statutes.

9           NOTICE OF NONPAYMENT OF RENT: In order to terminate  
10          a home owner's tenancy due to nonpayment of rent, the landlord or  
11          management of a mobile home park must serve to a home owner a notice  
12          of nonpayment of rent. The notice must be in writing and must require  
13          that the home owner either make payment of rent or sell the owner's unit  
14          or remove it from the premises within a period of not less than ten days  
15          after the date the notice is served or posted, for failure to pay rent when  
16          due.

17          CURE PERIODS: If the home owner has a right to cure under the  
18          "Mobile Home Park Act", the landlord or management of a mobile home  
19          park cannot terminate a home owner's tenancy without first providing the  
20          home owner with a time period to cure the noncompliance. "Cure" refers  
21          to a home owner remedying, fixing, or otherwise correcting the situation  
22          or problem that made the tenancy subject to termination pursuant to  
23          sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

24          COMMENCEMENT OF LEGAL ACTION TO TERMINATE  
25          THE TENANCY: After the last day of the applicable notice period  
26          required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal  
27          action may be commenced to take possession of the space leased by the



1 home owner. In order to evict a home owner, the landlord or management  
2 of the mobile home park must prove:

- 3 ● The landlord or management complied with the notice  
4 requirements of the "Mobile Home Park Act";
- 5 ● The landlord or management provided the home owner  
6 with a statement of reasons for termination of the tenancy;  
7 and
- 8 ● The reasons for termination of the tenancy are true and  
9 valid under the "Mobile Home Park Act".

10 To defend against an eviction action, a home owner must appear  
11 in court. If the court rules in favor of the landlord or management of the  
12 mobile home park, the home owner has not less than thirty days from the  
13 time of the ruling to either remove or sell the mobile home and to vacate  
14 the premises. If the home owner wishes to extend such period beyond  
15 thirty days but not more than sixty days from the date of the ruling, the  
16 home owner shall prepay to the landlord an amount equal to a pro rata  
17 share of rent for each day following the expiration of the initial thirty-day  
18 period after the court's ruling that the mobile home owner will remain on  
19 the premises. All prepayments shall be paid no later than thirty days after  
20 the court ruling. This section does not preclude earlier removal by law  
21 enforcement officers of a mobile home or one or more mobile home  
22 owners or occupants from the mobile home park if a mobile home owner  
23 violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303,  
24 Colorado Revised Statutes.

25 **SECTION 11.** In Colorado Revised Statutes, 38-12-701, **amend**  
26 (2)(b) as follows:

27 **38-12-701. Notice of rent increase.** (2) (b) A landlord may

1 SHALL not terminate a residential tenancy in which there is no written  
2 agreement by serving a tenant with a notice to ~~quit pursuant to section~~  
3 ~~13-40-107~~ TERMINATE TENANCY with the primary purpose of increasing  
4 a tenant's rent in a manner inconsistent with this section.

5 **SECTION 12.** In Colorado Revised Statutes, 38-12-222, **amend**  
6 (3) as follows:

7 **38-12-222. Residents' right to privacy.** (3) Except when posting  
8 notices that are required by law or by a rental agreement, the management  
9 shall make a reasonable effort to notify a resident of the management's  
10 intention to enter the mobile home space at least ~~forty-eight~~  
11 SEVENTY-TWO hours before entry. The notification must include the date  
12 and approximate time of the planned entry and must be delivered in a  
13 manner that is reasonably likely to be seen or heard by the resident in a  
14 timely manner.

15 **SECTION 13.** In Colorado Revised Statutes, 38-12-508, **amend**  
16 (4) as follows:

17 **38-12-508. Landlord's defenses to a claim of breach of**  
18 **warranty - limitations on claiming a breach.** (4) Except as provided  
19 in section 38-12-509 (2), a tenant may not assert a breach of the warranty  
20 of habitability as a defense to a landlord's action for possession based  
21 upon a nonmonetary violation of the rental agreement or for an action for  
22 possession based upon a notice to ~~quit~~ TERMINATE TENANCY or vacate.

23 **SECTION 14.** In Colorado Revised Statutes, 38-12-509, **amend**  
24 (1.5) as follows:

25 **38-12-509. Prohibition on retaliation.** (1.5) A tenant may assert  
26 as a defense to a landlord's action for possession, including an action for  
27 possession based on a nonmonetary violation of the rental agreement or

1 an action for possession based upon a notice to ~~quit~~ TERMINATE TENANCY  
2 or vacate, that the landlord retaliated against the tenant in violation of  
3 subsection (1) of this section.

4 **SECTION 15.** In Colorado Revised Statutes, 38-33-112, **amend**  
5 (3) as follows:

6 **38-33-112. Notification to residential tenants.** (3) ~~Said~~ THE  
7 notice DESCRIBED IN SUBSECTION (1) OF THIS SECTION constitutes the  
8 notice to terminate the tenancy; ~~as provided by section 13-40-107, C.R.S.;~~  
9 except that ~~no~~ A residential tenancy shall NOT be terminated prior to the  
10 expiration date of the existing lease agreement, if any, unless consented  
11 to by both the tenant and the developer. If the term of the lease has less  
12 than ninety days remaining when notification is mailed or delivered, as  
13 the case may be, or if there is no written lease agreement, residential  
14 tenancy ~~may~~ SHALL not be terminated by the developer less than ninety  
15 days after the date the notice is mailed or delivered, as the case may be,  
16 to the tenant, unless consented to by both the tenant and the developer.  
17 The return receipt ~~shall be~~ IS prima facie evidence of receipt of notice. If  
18 the term of the lease has less than ninety days remaining when  
19 notification is mailed or delivered, as the case may be, the tenant may  
20 hold over for the remainder of said ninety-day period under the same  
21 terms and conditions of the lease agreement if the tenant makes timely  
22 rental payments and performs other conditions of the lease agreement.

23 **SECTION 16. Severability.** If any provision of this act or the  
24 application of this act to any person or circumstance is held invalid, such  
25 invalidity does not affect other provisions or applications of the act that  
26 can be given effect without the invalid provision or application, and to  
27 this end the provisions of this act are declared to be severable.

1           **SECTION 17. Safety clause.** The general assembly finds,  
2 determines, and declares that this act is necessary for the immediate  
3 preservation of the public peace, health, or safety or for appropriations for  
4 the support and maintenance of the departments of the state and state  
5 institutions.