



## Eviction Timeline for Overdue Rent

Event	Day of Month
<p>Rent due</p> <p><i>Unless a lease specifies otherwise, assume rent is due on the 1<sup>st</sup> of each month.</i></p>	1 <sup>st</sup>
<p>Rent is late (if not paid on 1<sup>st</sup>)</p> <p><i>Unless a grace period is specified in the lease, rent becomes overdue at midnight on the second day. There is nothing in statute that requires a grace period.</i></p>	2 <sup>nd</sup>
<p>First day that a rent demand can be posted</p> <p><i>Notice indicates amount of overdue rent and amount of time tenant has to cure (three days). There are no statutory limits on late fees.</i></p> <p><b><i>A tenant can now apply for emergency rental assistance</i></b></p>	2 <sup>nd</sup>
<p>Rent demand expires at midnight</p> <p><i>A tenant loses the legal right to pay. Once the rent demand expires, a landlord may accept payment of overdue rent, but has no obligation to do so.</i></p>	5 <sup>th</sup>
<p>First day an eviction can be filed</p> <p><i>An eviction filing will appear on a tenant's record and may make securing future housing difficult.</i></p>	6 <sup>th</sup>
<p>First available legal court date (not less than 7 days from posting)</p> <p><i>Possible outcomes include default judgment, judgment against tenant, dismissal with prejudice, dismissal without prejudice, or a stipulated agreement.</i></p>	13 <sup>th</sup>



## Eviction Timeline for Overdue Rent Under HB19-1118

Event	Day of Month
<p>Rent due</p> <p><i>Unless a lease specifies otherwise, assume rent is due on the 1<sup>st</sup> of each month.</i></p>	1 <sup>st</sup>
<p>Rent is late (if not paid on 1<sup>st</sup>)</p> <p><i>Unless a grace period is specified in the lease, rent becomes overdue at midnight on the second day. There is nothing in statute that requires a grace period.</i></p>	2 <sup>nd</sup>
<p>First day that a rent demand can be posted</p> <p><i>Notice indicates amount of overdue rent and amount of time tenant has to cure (three days). There are no statutory limits on late fees.</i></p> <p><b><i>A tenant can now apply for emergency rental assistance.</i></b></p>	2 <sup>nd</sup>
<p>Rent demand expires at midnight</p> <p><i>A tenant loses the legal right to pay. Once the rent demand expires, a landlord may accept payment of overdue rent, but has no obligation to do so.</i></p>	16 <sup>th</sup>
<p>First day an eviction can be filed</p> <p><i>An eviction filing will appear on a tenant's record and may make securing future housing difficult.</i></p>	17 <sup>th</sup>
<p>First available legal court date (not less than 7 days from posting)</p> <p><i>Possible outcomes include default judgment, judgment against tenant, dismissal with prejudice, dismissal without prejudice, or a stipulated agreement.</i></p>	24 <sup>th</sup>



## Eviction Timeline for Overdue Rent Under 10-Day Compromise HB19-1118

Event	Day of Month
<p>Rent due</p> <p><i>Unless a lease specifies otherwise, assume rent is due on the 1<sup>st</sup> of each month.</i></p>	1 <sup>st</sup>
<p>Rent is late (if not paid on 1<sup>st</sup>)</p> <p><i>Unless a grace period is specified in the lease, rent becomes overdue at midnight on the second day. There is nothing in statute that requires a grace period.</i></p>	2 <sup>nd</sup>
<p>First day that a rent demand can be posted</p> <p><i>Notice indicates amount of overdue rent and amount of time tenant has to cure (three days). There are no statutory limits on late fees.</i></p> <p><b><i>A tenant can now apply for emergency rental assistance.</i></b></p>	2 <sup>nd</sup>
<p>Rent demand expires at midnight</p> <p><i>A tenant loses the legal right to pay. Once the rent demand expires, a landlord may accept payment of overdue rent, but has no obligation to do so.</i></p>	12 <sup>th</sup>
<p>First day an eviction can be filed</p> <p><i>An eviction filing will appear on a tenant's record and may make securing future housing difficult.</i></p>	13 <sup>th</sup>
<p>First available legal court date (not less than 7 days from posting)</p> <p><i>Possible outcomes include default judgment, judgment against tenant, dismissal with prejudice, dismissal without prejudice, or a stipulated agreement.</i></p>	20 <sup>th</sup>



## **Bill could help renters avoid eviction**

By Barbara Carlson

One consequence of Colorado's tight housing market is an escalating homelessness crisis. This affects all communities and is not something that can be ignored. Forced evictions – which displace families and often lead to homelessness – are an unfortunate symptom to a spreading community ill.

Under current Colorado law, a landlord is only required to give three days' notice to cure a minor lease violation or pay any unpaid rent. If the tenant fails to do so, the landlord may file an eviction action to force the tenant out of the property.

As a commercial and residential property manager and landlord operating 60 units in Lakewood and Westminster, I fully support the legislative effort to extend the eviction notice period from 3 to 14 days. If passed, House Bill 1118 would give thousands of Colorado families a more reasonable time-frame to avoid the devastating effect of a forced move, or allow tenants to transition to new housing if they cannot reach an agreement with their landlord.

Eviction is rarely in anyone's best interest – tenant or landlord – and the current three calendar days is not sufficient to avoid an often-catastrophic outcome. If a tenant gets three days' before an eviction, there is not much that can be done. If a tenant receives a notice to pay or cure a lease violation on a Friday, that individual only has one business day to address the issue. By comparison, 14 days would give a tenant enough time to access emergency rent assistance, negotiate an alternative solution with a landlord, or find a new, affordable unit. In many cases, the tenant might get another paycheck sometime in the extra 11 days that would let him or her get current with rent.

Opponents of HB 1118 would have Colorado's legislators believe that if this notice period is extended, tenants would naturally procrastinate and pay on the 14<sup>th</sup> day each month. This is not the case. Landlords can (and do) charge fees for late payment. That does not change under HB 1118, so tenants would still be strongly motivated to pay rent as soon as they can. But because we are all human, sometimes emergencies and setbacks happen. The law should reflect the understanding and flexibility many landlords already give their tenants when layoffs, loss of public benefits or medical issues occur.

Some opponents also claim that landlords are at risk of foreclosure if tenants pay rent late. This is simply not true. Generally, homeowners get a 15-day grace period before a late fee is assessed on an overdue mortgage payment. After 120 days of nonpayment, a lender may begin the foreclosure process. At any point, the owner can stop this process by paying the balance due. Moreover, most landlords collect a sufficient amount of rent to cover their obligations, the cost of repairs, and to make a profit. Therefore, an additional 11 days' notice for tenants will not impact a landlord's ability to pay their mortgage.

Having been a landlord and property manager in Colorado for 27 years, I believe that HB 1118 is a reasonable policy that landlords and lawmakers alike should get behind. Right now, 28 states give more notice before eviction than Colorado in the case of unpaid rent, and 36 states provide more notice in the case of other lease violations. We can and must do better.

Fiscal constraints make it difficult for Colorado's legislature to dedicate more funding to the construction of new affordable housing units and provide services for people experiencing homelessness. Preventing homelessness by giving families more time to pay rent or address a lease violation costs nothing and is something we can do right now.

I ask my fellow landlords to join me in asking our lawmakers to keep families housed by supporting House Bill 1118.

*Barbara Carlson is a Denver-area property manager.*

Emilie Aries  
CEO, Bossed Up, LLC  
CFO, Boltaries Homes, LLC  
5120 Clay St  
Denver, CO 80221

February 27, 2019

Dear Members of the Colorado House Transportation and Local Government Committee:

I'm writing today in support of HB19-1118 as a landlord and real estate investor myself. I own and operate a small business in the training and professional development space and recently launched my real estate business here in Colorado as well. As a business owner, I know how important it is to be cautious when weighing risks and opportunities.

That's why I read up carefully on eviction law before diving into real estate investing in Denver. I was assured by the fact that beginning eviction proceedings is incredibly easy here in Colorado, especially when compared to my former home of Washington, D.C. where tenant rights are much more protected.

Before venturing into this business, I had to honestly consider the risks: what would happen if rent was not paid on time? What would I do? How would my business go on? As most people who own multiple real estate properties could say, I rest assured that there are other options than my immediate and total bankruptcy.

I could use other business funds to tide me over and ensure my mortgage was paid. I could dip into my personal emergency savings - which I, as a landlord, am much more likely to have than your average renter living paycheck to paycheck. Or I could draw upon the profits that my real estate business yields to cover my mortgage payment in the interim. The bottom line is, if my renters are a few days late on rent, or even a few weeks late on rent, I won't lose my home.

I contrast this with the young woman I was 10 years ago. At 23 years old, I was pressured into signing a lease that I could barely afford with my then-boyfriend, who turned out to be an abusive alcoholic. I remember asking myself a similar question that year: what could I do to get out of this situation? In a desperate cry for help, I called my landlord and tried to explain the situation, but he didn't want to get involved. I asked for some flexibility in reducing my rent payments or finding a sub-leasor to take over my half of our 2-bedroom lease, but he wasn't willing to help me find a way out. I know what it feels like to be financially trapped. I know the impossible choices people living paycheck to paycheck face every single day.

HB19-1118 is not a bill designed to make my real estate business impossible. It's designed to bring a little more humanity into this industry. Bad things happen. Unforeseeable expenses come up. People face financial emergencies. The very least we can do, as landlords, is allow for a 2-week pay period to pass before taking our tenants to eviction court. HB19-1118 would codify

that compassion into the law, so that you don't need to hit the landlord jackpot to be afforded basic protections here in the great state of Colorado.

As a landlord, I am in this business for *business* reasons, don't get me wrong. But I also know that running a business - especially a real estate business - is a privilege, not a right. It involves risks and potential rewards. My profit margin shouldn't take precedence over the basic rights of my tenants to maintain a roof over their heads.

Emilie Aries

CEO, Bossed Up, LLC  
CFO, Boltaries Homes, LLC



Dear Committee Members:

Please consider this a letter of support for **HB19-1118: Extending Notice to a Tenant Before Eviction on behalf of Metro Caring and our entire community.**

Three days is an insufficient amount of notice for renters who are vulnerable to an eviction. It is often not enough time for a tenant to access rental assistance, find a new place, or settle a lease issue. The paltry three days includes weekends, which means that if a renter receives a notice on a Friday, they often only have Monday to settle issues with their landlord.

By expanding notice, you would prevent forced displacement and homelessness. Evictions are disastrous for families and communities. Forced moves have a domino effect, leading to job loss, poverty, and homelessness. Housing instability for tenants with children often destabilize family relationships, children's education, and community. Forced moves can be particularly burdensome for older Coloradans and individuals with disabilities.

Having an eviction on record—even when it is later dismissed— can make it nearly impossible to secure housing in the future. This bill does not change the eviction process when a tenant's behavior endangers the safety or property of the landlord or another tenant, or when a tenant is committing a criminal offense. A tenancy may still be terminated at any time based on a substantial violation and becomes effective three days after written notice is given. This bill would not preclude the landlord from charging and collecting late fees for overdue rent. This will incentivize timely payments, even with a longer notice period. The Uniform Laws Committee, which includes the country's foremost legal experts, has recommended a 14-day notice period in model landlord tenant legislation (Revised Uniform Residential Landlord Tenant Act).

28 states give more notice before eviction than Colorado in the case of unpaid rent, and 36 states provide more notice in the case of other lease violations.

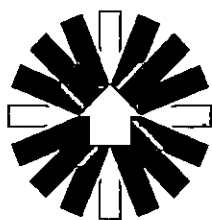
This bill is supported by a diverse coalition that includes nearly 50 different organizations, and we are proud to join them.

Sincerely,

Teva Sienicki

CEO, Metro Caring

1100 E. 18<sup>th</sup> Ave. • Denver, CO 80218 • 303.860.7200  
[www.MetroCaring.org](http://www.MetroCaring.org)



**ENERGY  
OUTREACH  
COLORADO**  
Together We Power Stability

February 25, 2019

Honorable Matt Gray, Chair  
Honorable Members of the Transportation & Local Government Committee  
200 E. Colfax Ave.  
Denver, CO 80203

RE: HB19-1118 Extending Notice to a Tenant Before Eviction -

Dear Representative Gray and Members of the Transportation & Local Government Committee:

I am writing to you today to express the support of Energy Outreach Colorado ("EOC") for HB19-1118: Extending Notice to a Tenant Before Eviction. EOC is a Colorado nonprofit whose mission is to ensure that all low-income Coloradans can meet their home energy needs. In order to do so, EOC provides energy assistance payments, weatherization, and efficiency services to low-income Coloradans, low-income multifamily buildings, and nonprofits through a variety of our own programs and programs in conjunction with local utility providers in every county of Colorado.

Although tenant and landlord rights in an eviction proceeding are not an area that EOC actively participates with our services, there are multiple reasons that EOC supports this bill. First, the three-day notice that a tenant is given in a Forcible Entry and Detainer ("FED" or eviction) does not give a tenant enough time to try and remedy the situation since weekends count towards the three days. Working in the nonprofit arena with partner agencies around the state, it can be difficult to access available resources over the weekend and on such short notice. Allowing for a longer period of time to cure the lease violation would allow nonprofit and other organizations to help assist tenants, or for tenants to find other solutions. It is our understanding that the various parties working on the bill have been negotiating on the proper number of days that should be provided to a tenant to cure, and we support the compromise solution.

Second, EOC is very concerned with the relationship between energy insecurity that results in delinquent utility accounts, and ultimately eviction and homelessness. Utility bill arrearages can often lead to evictions when a household determines that the disconnection of the utilities means they can no longer stay in that home. With additional time to cure the lease, it is possible that the low-income Coloradans that EOC serves will be able to get their arrearages paid and then cure their lease. This relationship between homelessness and utility bills is such a problem that EOC developed a program, Homeless to Homes, that helps homeless people with utility arrearages so that they can a new place of residence. Together we can mitigate and defend against crisis situations escalating from a missed rent payment to job loss, poverty, and even homelessness.

For the above reasons, I ask for your support on HB19-1118 for the citizens of Colorado.

Sincerely,

Andrew Bennett  
Director of Advocacy



**INTERFAITH ALLIANCE**  
OF COLORADO  
PROTECTING FAITH AND FREEDOM

Dear Members of the House Transportation and Local Government Committee,

I am writing on behalf of The Interfaith Alliance of Colorado to convey my support for HB19-1118, concerning the time allowed for a tenant to cure a lease violation. This bill extends the notice required before a landlord can file for an eviction for any lease violation, including unpaid rent, from 3 to 14 days. Eviction has a significant impact on individual Coloradans, their families, and the whole community. Ensuring tenants sufficient time to resolve the complaint allows them to maintain stability and avoid eviction records which can make it nearly impossible to secure housing in the future. As people of faith, it is our responsibility to care for our neighbors, especially as they experience times of vulnerability. Please ensure that every Coloradan has the opportunity to maintain stable housing by supporting HB19-1118.

Katie Linthicum

The Interfaith Alliance of Colorado