

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

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 24-0173.01 Christopher McMichael x4775

SENATE BILL 24-094

SENATE SPONSORSHIP

Gonzales and Exum,

HOUSE SPONSORSHIP

Lindsay and Froelich,

Senate Committees

Local Government & Housing

House Committees

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.

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

11 (6.5) (a) "PORTABLE COOLING DEVICE" MEANS AN AIR
12 CONDITIONER OR EVAPORATIVE COOLER, INCLUDING DEVICES MOUNTED
13 IN A WINDOW OR THAT ARE DESIGNED TO SIT ON THE FLOOR.

14 (b) "PORTABLE COOLING DEVICE" DOES NOT INCLUDE A
15 PERMANENT COOLING DEVICE WHERE INSTALLATION OF THE DEVICE
16 REQUIRES PERMANENT ALTERATION TO THE DWELLING UNIT.

17 (6.8) "REMEDIAL ACTION" MEANS TIMELY AND GOOD FAITH
18 EFFORTS TO REPAIR OR REMEDY AN UNINHABITABLE CONDITION AT A
19 RESIDENTIAL PREMISES OR DWELLING UNIT AND TO MITIGATE ANY
20 NEGATIVE EFFECT OF THE CONDITION.

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

23 (b) "TENANT" INCLUDES ANY MEMBER OF A TENANT'S HOUSEHOLD,
24 INCLUDING ANY INDIVIDUAL WHO HAS A RIGHT TO OCCUPY THE DWELLING
25 UNIT WITH THE TENANT UNDER ANY LOCAL, STATE, OR FEDERAL LAW; THE
26 RENTAL AGREEMENT; OR ANY SEPARATE AGREEMENT WITH THE LANDLORD
27 OR ANY INDIVIDUAL WHO OTHERWISE HAS EXPLICIT OR IMPLICIT

1 PERMISSION FROM THE LANDLORD TO OCCUPY THE DWELLING UNIT.

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

6 (11) (a) "WRITTEN", "WRITING", OR "IN WRITING" MEANS ANY
7 RECORD CONVEYING INFORMATION AND THAT IS IN A FORM THE
8 INDIVIDUAL MAY RETAIN, OR IS CAPABLE OF BEING DISPLAYED IN VISUAL
9 TEXT IN A FORM THE INDIVIDUAL MAY RETAIN, INCLUDING PAPER,
10 ELECTRONIC, AND DIGITAL.

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

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

17 **38-12-503. Warranty of habitability - notice - landlord**
18 **obligations.** (1) IN EVERY RENTAL AGREEMENT, THE LANDLORD IS
19 DEEMED TO WARRANT THAT THE RESIDENTIAL PREMISES IS FIT FOR HUMAN
20 HABITATION AT THE INCEPTION OF THE TENANT'S OCCUPANCY AND THAT
21 THE LANDLORD WILL MAINTAIN THE RESIDENTIAL PREMISES AS FIT FOR
22 HUMAN HABITATION. THROUGHOUT THE ENTIRE PERIOD THAT THE TENANT
23 LAWFULLY OCCUPIES THE RESIDENTIAL PREMISES OR DWELLING UNIT.

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

26 (a) A RESIDENTIAL PREMISES IS:

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

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

3 (b) THE LANDLORD HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE
4 CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION AND:

5 (I) HAS FAILED TO COMMENCE REMEDIAL ACTION IN ACCORDANCE
6 WITH SUBSECTION (4) OF THIS SECTION WITHIN THE FOLLOWING PERIOD
7 AFTER HAVING ACTUAL OR CONSTRUCTIVE NOTICE:

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

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

12 (II) HAS COMMENCED REMEDIAL ACTION, IN ACCORDANCE WITH
13 SUBSECTION (4) OF THIS SECTION, WITHIN THE PERIOD DESCRIBED IN
14 SUBSECTION (2)(b)(I) OF THIS SECTION, BUT FAILED TO CONTINUE
15 PERFORMING THE REMEDIAL ACTION AS NEEDED UNTIL THE CONDITION
16 WAS REMEDIED OR REPAIRED;

17 (III) HAS FAILED TO COMPLETELY REMEDY OR REPAIR THE
18 CONDITION WITHIN A REASONABLE TIME AFTER COMMENCING REMEDIAL
19 ACTION;

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

23 (V) LEASES A RESIDENTIAL PREMISES TO A TENANT AND THE
24 RESIDENTIAL PREMISES IS IN AN UNINHABITABLE CONDITION AT THE
25 INCEPTION OF THE TENANT'S OCCUPANCY.

26 (3) (a) THERE IS A REBUTTABLE PRESUMPTION THAT A LANDLORD
27 HAS FAILED TO COMMENCE REMEDIAL ACTION, CONTINUE PERFORMING

1 REMEDIAL ACTION, OR COMPLETELY REMEDY OR REPAIR A CONDITION
2 THAT RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE WITHIN A
3 REASONABLE TIME IF:

4 (I) THE LANDLORD HAS FAILED TO COMMUNICATE WITH THE
5 TENANT AFTER HAVING ACTUAL OR CONSTRUCTIVE NOTICE OF A
6 CONDITION WITHIN THE TIME FRAME REQUIRED UNDER SUBSECTION (6) OF
7 THIS SECTION; OR

8 (II) THE CONDITION CONTINUES TO EXIST:

9 (A) FOURTEEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
10 ACTUAL OR CONSTRUCTIVE NOTICE OF THE CONDITION, WHERE THE
11 RESIDENTIAL PREMISES ARE UNINHABITABLE AS DESCRIBED IN SECTION
12 38-12-505 OR OTHERWISE; OR

13 (B) SEVEN CALENDAR DAYS AFTER THE LANDLORD RECEIVED
14 ACTUAL OR CONSTRUCTIVE NOTICE OF THE CONDITION, WHERE THE
15 CONDITION MATERIALLY INTERFERES WITH THE TENANT'S LIFE, HEALTH,
16 OR SAFETY.

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

20 (I) THE LANDLORD COMMENCED AND CONTINUED PERFORMING
21 REMEDIAL ACTION BUT THE CONDITION COULD NOT BE COMPLETELY
22 REMEDIED OR REPAIRED DUE TO CIRCUMSTANCES OUTSIDE THE
23 LANDLORD'S REASONABLE CONTROL;

24 (II) REMEDIAL ACTION WOULD REQUIRE ENTRY TO THE TENANT'S
25 DWELLING UNIT AND THE TENANT UNREASONABLY DENIED THE LANDLORD
26 ENTRY TO THE DWELLING UNIT; OR

27 (III) THE TENANT ENGAGED IN CONDUCT THAT UNREASONABLY

1 DELAYED OR OTHERWISE PREVENTED THE LANDLORD FROM COMMENCING
2 REMEDIAL ACTION WITHIN THE TIME PERIOD DESCRIBED IN SUBSECTION
3 (2)(b)(I) OF THIS SECTION, FROM CONTINUING TO PERFORM REMEDIAL
4 ACTION, OR FROM COMPLETELY REMEDYING OR REPAIRING THE CONDITION
5 WITHIN A REASONABLE TIME.

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

18 (d) IF A TENANT DENIES ENTRY TO THE DWELLING UNIT AND ENTRY
19 TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR CONTINUE
20 PERFORMING REMEDIAL ACTION, THE PRESUMPTIVE TIME PERIODS
21 DESCRIBED IN SUBSECTION (3)(a)(II) OF THIS SECTION ARE TOLLED UNTIL
22 THE DATE THAT THE TENANT PROPOSES AS A REASONABLE ALTERNATIVE
23 DATE AND TIME FOR ENTRY OR ANOTHER DATE AND TIME THAT THE
24 LANDLORD PROPOSES AND TO WHICH THE TENANT AGREES IN
25 ACCORDANCE WITH SUBSECTION (6)(b) OF THIS SECTION.

26 (e) A LANDLORD HAS ACTUAL OR CONSTRUCTIVE NOTICE OF A
27 CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION IF THERE IS

1 ANY BASIS FOR THE LANDLORD TO SUBSTANTIALLY KNOW THAT THE
2 CONDITION EXISTS OR MAY EXIST, INCLUDING:

3 (I) NOTICE FROM A GOVERNMENTAL ENTITY REGARDING THE
4 CONDITION;

5 (II) NOTICE FROM A THIRD PARTY REGARDING THE CONDITION;

6 (III) NOTICE FROM A TENANT CONCERNING A CONDITION THAT
7 MAY AFFECT MULTIPLE TENANTS;

8 (IV) A TENANT'S CORRESPONDENCE WITH MAINTENANCE STAFF OR
9 A MAINTENANCE SERVICE PROVIDED BY THE LANDLORD, INCLUDING A
10 MAINTENANCE SERVICE PROVIDED BY A THIRD PARTY;

11 (V) OBSERVATIONS OR REPORTS THAT THE LANDLORD HAS
12 OBTAINED PERSONALLY, DIRECTLY, OR INDIRECTLY;

13 (VI) NOTICE FROM THE TENANT REGARDING THE CONDITION,
14 WHICH NOTICE IS SENT IN A MANNER THAT THE LANDLORD TYPICALLY
15 USES TO COMMUNICATE WITH THE TENANT; OR

16 (VII) ANY WRITTEN OR VERBAL NOTICE FROM A TENANT THAT
17 REASONABLY NOTIFIES THE LANDLORD THAT THE CONDITION EXISTS OR
18 MAY EXIST.

19 (4) (a) (I) UPON HAVING ACTUAL OR CONSTRUCTIVE NOTICE OF A
20 CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION, A
21 LANDLORD SHALL COMMENCE REMEDIAL ACTION WITHIN THE TIME PERIOD
22 DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION UNLESS THE
23 CIRCUMSTANCES DESCRIBED IN SUBSECTION (3)(b) OF THIS SECTION
24 PREVENTED THE LANDLORD FROM COMMENCING REMEDIAL ACTION.

25 (II) IF THE CONDITION MATERIALLY INTERFERES WITH THE
26 TENANT'S LIFE, HEALTH, OR SAFETY OR IS A CONDITION DESCRIBED IN
27 SECTION 38-12-505 (4)(I), REMEDIAL ACTION MUST INCLUDE A LANDLORD

1 PROVIDING THE TENANT, AT THE REQUEST OF THE TENANT AND WITHIN
2 TWENTY-FOUR HOURS AFTER THE TENANT'S REQUEST:

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

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

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

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

12 (A) THE COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST
13 INCLUDE A REFRIGERATOR WITH A FREEZER AND A RANGE STOVE OR OVEN;
14 OR

15 (B) THE LANDLORD MUST PROVIDE A PER DIEM FOR DAILY MEALS
16 AND INCIDENTALS FOR EACH TENANT IN AN AMOUNT THAT IS AT LEAST
17 EQUAL TO THE COLORADO STATE EMPLOYEE PER DIEM FOR INTRASTATE
18 TRAVEL AS ESTABLISHED BY THE DEPARTMENT OF PERSONNEL. THE
19 LANDLORD MUST PROVIDE THE PER DIEM TO THE TENANT AT THE TIME THE
20 LANDLORD REASONABLY EXPECTS THE TENANT TO BE IN A COMPARABLE
21 DWELLING UNIT OR HOTEL ROOM FOR MORE THAN FORTY-EIGHT HOURS
22 AND FOR EVERY TWENTY-FOUR-HOUR PERIOD THEREAFTER.

23 (III) A COMPARABLE DWELLING UNIT OR HOTEL ROOM MUST BE
24 HABITABLE, ACCESSIBLE TO AN INDIVIDUAL WITH DISABILITIES IF THE
25 TENANT HAS A DISABILITY, AND LOCATED WITHIN FIVE MILES OF THE
26 TENANT'S DWELLING UNIT, UNLESS THE TENANT CONSENTS AT THE TIME OF
27 THE REQUEST OR AFTER THE REQUEST TO A COMPARABLE DWELLING UNIT

1 OR HOTEL ROOM THAT IS FURTHER THAN FIVE MILES FROM THE TENANT'S
2 DWELLING UNIT. IF A COMPARABLE DWELLING UNIT OR HOTEL ROOM
3 WITHIN FIVE MILES OF THE TENANT'S DWELLING UNIT IS NOT AVAILABLE
4 FOR THE TENANT'S USE, THE LANDLORD MUST SELECT THE NEAREST
5 AVAILABLE COMPARABLE DWELLING UNIT OR HOTEL ROOM.

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

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

11 (B) REASONABLE COSTS THAT ARE INCURRED DUE TO THE
12 TENANT'S RELOCATION, INCLUDING STORAGE AND TRANSPORTATION
13 COSTS.

14 (V) A RELOCATED TENANT REMAINS RESPONSIBLE FOR ANY
15 PORTION OF THE RENT PAYMENT OWED UNDER THE RENTAL AGREEMENT
16 DURING THE PERIOD OF ANY TEMPORARY RELOCATION AND FOR THE
17 REMAINDER OF THE TERM OF THE RENTAL AGREEMENT FOLLOWING
18 REMEDIATION.

19 (5) (a) A LANDLORD SHALL MAINTAIN ACCURATE AND COMPLETE
20 RECORDS OF ALL WRITTEN NOTICES AND CORRESPONDENCE, AS DESCRIBED
21 IN SUBSECTION (3)(e) OF THIS SECTION, AND ALL DOCUMENTATION
22 RELEVANT TO ANY UNINHABITABLE CONDITION OR REMEDIAL ACTION
23 TAKEN TO REMEDY OR REPAIR A CONDITION THAT RENDERS A TENANT'S
24 DWELLING UNIT UNINHABITABLE.

25 (b) A LANDLORD MUST MAINTAIN THE RECORDS DESCRIBED IN
26 SUBSECTION (5)(a) OF THIS SECTION FOR THE ENTIRE PERIOD OF THE
27 TENANT'S OCCUPANCY OF THE DWELLING UNIT AND FOR AT LEAST ONE

1 YEAR THEREAFTER.

2 (c) A LANDLORD SHALL PROVIDE TO A TENANT, UPON REQUEST BY
3 THE TENANT, ANY RECORD, NOTICE, CORRESPONDENCE, OR OTHER
4 DOCUMENTATION RELATED TO A CONDITION OR REMEDIAL ACTION WITHIN
5 SEVEN CALENDAR DAYS AFTER THE TENANT'S REQUEST.

6 (6) (a) A LANDLORD THAT HAS ACTUAL OR CONSTRUCTIVE NOTICE
7 OF A CONDITION DESCRIBED IN SUBSECTION (2)(a) OF THIS SECTION SHALL:

8 (I) CONTACT THE TENANT NOT MORE THAN TWENTY-FOUR HOURS
9 AFTER RECEIVING THE NOTICE; EXCEPT THAT A LANDLORD MAY TAKE UP
10 TO SEVENTY-TWO HOURS TO CONTACT THE TENANT AFTER THE LANDLORD
11 HAS ACTUAL OR CONSTRUCTIVE NOTICE THAT THE RESIDENTIAL PREMISES
12 IS INACCESSIBLE BECAUSE OF AN ENVIRONMENTAL PUBLIC HEALTH EVENT.
13 THE COMMUNICATION MUST INDICATE THE LANDLORD'S INTENTIONS TO
14 REMEDY OR REPAIR THE CONDITION, INCLUDING AN ESTIMATE OF WHEN
15 THE REMEDIAL ACTION WILL COMMENCE AND WHEN IT WILL BE
16 COMPLETED.

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

21 (III) PROVIDE THE TENANT WITH WRITTEN NOTICE AT LEAST
22 TWENTY-FOUR HOURS IN ADVANCE OF ENTRY TO THE DWELLING UNIT IF
23 ENTRY TO THE DWELLING UNIT IS NECESSARY TO COMMENCE OR MAINTAIN
24 REMEDIAL ACTION; EXCEPT THAT THE LANDLORD IS NOT REQUIRED TO
25 PROVIDE ADVANCE NOTICE WHEN THE CONDITION MATERIALLY AND
26 IMMINENTLY THREATENS AN INDIVIDUAL'S LIFE, HEALTH, OR SAFETY.

27 (b) (I) A LANDLORD SHALL PROVIDE THE DATE AND TIME THE

1 LANDLORD INTENDS TO ENTER A TENANT'S DWELLING UNIT AND A
2 REASONABLE ESTIMATE OF THE DURATION THE LANDLORD, OR ANY OTHER
3 PARTY ACTING ON BEHALF OF THE LANDLORD, WILL NEED TO BE IN THE
4 TENANT'S DWELLING UNIT.

5 (II) A TENANT MAY REASONABLY DENY ENTRY TO THE DWELLING
6 UNIT AT THE DATE AND TIME THE LANDLORD REQUESTS ENTRY. THE
7 LANDLORD MUST THEN PROPOSE AND THE TENANT MAY ACCEPT OR
8 PROPOSE A REASONABLE ALTERNATIVE DATE AND TIME FOR THE
9 LANDLORD TO ENTER THE TENANT'S DWELLING UNIT.

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

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

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

25 (b) ONCE A GOVERNMENTAL ENTITY, GOVERNMENT OFFICIAL, LAW
26 ENFORCEMENT OFFICER, OR PUBLIC SAFETY OFFICER DEEMS A TENANT'S
27 DWELLING UNIT SAFE FOR REENTRY AFTER AN ENVIRONMENTAL PUBLIC

1 HEALTH EVENT, THE LANDLORD MUST GRANT THE TENANT OR TENANT'S
2 REPRESENTATIVE ACCESS TO THE DWELLING UNIT FOR THE PURPOSES OF
3 RETRIEVING THE TENANT'S PERSONAL PROPERTY, EVEN IF THE
4 RESIDENTIAL PREMISES THAT INCLUDES THE TENANT'S DWELLING UNIT IS
5 CONSIDERED UNINHABITABLE UNDER THIS SECTION.

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

11 (d) A LANDLORD'S SUBMISSION OF AN INSURANCE CLAIM FOR AN
12 UNINHABITABLE OR A CONTAMINATED RESIDENTIAL PREMISES AFTER THE
13 LANDLORD HAS ACTUAL OR CONSTRUCTIVE NOTICE OF A CONDITION THAT
14 RENDERS THE RESIDENTIAL PREMISES UNINHABITABLE AFTER AN
15 ENVIRONMENTAL PUBLIC HEALTH EVENT IS NOT CONSIDERED EVIDENCE OF
16 REMEDIATION.

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

1 AND THE LANDLORD HAS NOTICE AT ANY TIME OF THE DOMESTIC
2 VIOLENCE; DOMESTIC ABUSE; UNLAWFUL SEXUAL BEHAVIOR, AS
3 DESCRIBED IN SECTION 16-22-102 (9); OR STALKING, AS DESCRIBED IN
4 SECTION 38-12-402 (2)(a).

5 (10) EXCEPT AS SET FORTH IN THIS PART 5, ANY AGREEMENT
6 WAIVING OR MODIFYING ANY RIGHT, REMEDY, OBLIGATION, OR
7 PROHIBITION PROVIDED IN THIS PART 5 IS VOID AS CONTRARY TO PUBLIC
8 POLICY.

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

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

19 (b) IT WOULD BE IMPRACTICABLE FOR THE LANDLORD TO REMEDY
20 OR REPAIR THE RESIDENTIAL PREMISES INTO COMPLIANCE WITH THE
21 WARRANTY OF HABITABILITY DUE TO THE SUDDEN ENVIRONMENTAL
22 PUBLIC HEALTH EVENT OR GOVERNMENT ACTION;

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

1 (d) THE LANDLORD GRANTS THE TENANT OR TENANT'S
2 REPRESENTATIVE ACCESS TO THE TENANT'S DWELLING UNIT FOR THE
3 PURPOSE OF RETRIEVING THE TENANT'S PERSONAL PROPERTY PRIOR TO THE
4 TERMINATION OF THE RENTAL AGREEMENT; EXCEPT THAT, IF IT IS UNSAFE
5 TO ENTER THE DWELLING UNIT PRIOR TO TERMINATION OF THE RENTAL
6 AGREEMENT, THE LANDLORD SHALL AGREE IN A SIGNED WRITING TO
7 GRANT THE TENANT OR TENANT'S REPRESENTATIVE ACCESS TO THE
8 DWELLING UNIT TO RETRIEVE PERSONAL PROPERTY AT THE EARLIEST
9 POSSIBLE TIME THAT IT IS SAFE TO DO SO;

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

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

17 (12) (a) UNLESS THE CIRCUMSTANCES DESCRIBED IN SUBSECTION
18 (3)(b) OF THIS SECTION PREVENTED A LANDLORD FROM COMMENCING
19 REMEDIAL ACTION, THE LANDLORD SHALL COMMENCE REMEDIAL ACTION
20 WITHIN THE PERIOD DESCRIBED IN SUBSECTION (2)(b) OF THIS SECTION
21 UPON HAVING ACTUAL OR CONSTRUCTIVE NOTICE OF:

- 22 (I) MOLD ASSOCIATED WITH DAMPNESS IN A DWELLING UNIT; OR
- 23 (II) ANY OTHER CONDITION CAUSING THE RESIDENTIAL PREMISES
24 TO BE DAMP, WHICH CONDITION, IF UNREMEDIED OR UNREPAIRED, COULD
25 CREATE MOLD OR WOULD MATERIALLY INTERFERE WITH THE LIFE, HEALTH,
26 OR SAFETY OF A TENANT.

27 (b) THE REMEDIAL ACTION REQUIRED PURSUANT TO SUBSECTION

1 (12)(a) OF THIS SECTION MUST INCLUDE PERFORMING ALL OF THE
2 FOLLOWING APPLICABLE TASKS WITHIN A REASONABLE AMOUNT OF TIME:

3 (I) MITIGATING IMMEDIATE RISK FROM MOLD BY INSTALLING A
4 CONTAINMENT, STOPPING ACTIVE SOURCES OF WATER CONTRIBUTING TO
5 THE MOLD, INSTALLING A HIGH-EFFICIENCY PARTICULATE AIR FILTRATION
6 DEVICE TO REDUCE A TENANT'S EXPOSURE TO MOLD, AND PERFORMING ALL
7 OF THESE TASKS WITHIN SEVENTY-TWO HOURS AFTER RECEIVING ACTUAL
8 OR CONSTRUCTIVE NOTICE OF THE CONDITION;

9 (II) MAINTAINING THE CONTAINMENT DESCRIBED IN SUBSECTION
10 (12)(b)(I) OF THIS SECTION THROUGHOUT THE REMEDIATION AND REPAIR
11 PROCESS;

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

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

16 (V) DECONTAMINATING OR REMOVING MATERIALS DAMAGED BY
17 MOLD OR DAMPNESS;

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

21 (VII) REASSEMBLING THE RESIDENTIAL PREMISES TO CONTROL
22 SOURCES OF MOISTURE TO PREVENT OR LIMIT THE RECURRENCE OF MOLD
23 OR DAMPNESS.

24 (c) IF THE CONDITION DESCRIBED IN SUBSECTION (12)(a) OF THIS
25 SECTION WOULD INTERFERE WITH THE TENANT'S LIFE, HEALTH, OR SAFETY,
26 THE LANDLORD MUST PROVIDE, AT THE REQUEST OF THE TENANT, A
27 COMPARABLE DWELLING UNIT OR HOTEL ROOM IN ACCORDANCE WITH

1 SUBSECTION (4)(b) OF THIS SECTION.

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

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

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

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

17 **38-12-504. Tenant's maintenance of premises.** (3) Nothing in
18 this section shall be construed to authorize a modification of a landlord's
19 obligations under ~~the warranty of habitability~~ THIS PART 5.

20 **SECTION 5.** In Colorado Revised Statutes, 38-12-505, **amend**
21 (1)(a), (1)(b)(IV), (1)(b)(VII), (1)(b)(VIII), (1)(b)(IX), (1)(b)(X),
22 (1)(b)(XIII), (2), and (3); and **add** (1)(b)(XV), (1)(b)(XVI), (1)(c), (4),
23 (5), (6), and (7) as follows:

24 **38-12-505. Uninhabitable residential premises - habitability**
25 **procedures - rules - definition.** (1) A residential premises is deemed
26 uninhabitable if:

27 (a) There is mold that is associated with dampness, or there is any

1 other condition causing the residential premises to be damp, which
2 condition, if not remedied, would materially interfere with the health or
3 safety of the tenant, excluding the presence of mold that is minor and
4 found on surfaces that can accumulate moisture as part of their proper
5 functioning and intended use; ~~or~~

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

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

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

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

21 (IX) An adequate number of appropriate exterior receptacles for
22 garbage, WASTE, and rubbish, in good repair, SERVICED AND EMPTIED AT
23 SUFFICIENT INTERVALS TO ENSURE CONTAINMENT AND PROPER DISPOSAL
24 OF ALL TRASH, WASTE, AND RUBBISH;

25 (X) Floors, stairways, ELEVATORS, and railings maintained in
26 good repair;

27 (XIII) Compliance with applicable standards from the American

1 National Standards Institute, or its successor organization, AND ALL
2 APPLICABLE PROVISIONS OF BUILDING, FIRE, HEALTH, AND HOUSING CODES
3 for the remediation and ~~clean-up~~ CLEANUP of a residential premises
4 following an environmental public health event; ~~or~~

5 (XV) COMPLIANCE WITH ALL REQUIREMENTS IN SECTION
6 38-12-803; OR

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

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

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

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

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

23 (c) ON AND AFTER JANUARY 1, 2025, EVERY RENTAL AGREEMENT
24 BETWEEN A LANDLORD AND TENANT MUST INCLUDE A STATEMENT IN AT
25 LEAST TWELVE-POINT, BOLD-FACED TYPE THAT STATES THAT EVERY
26 TENANT IS ENTITLED TO SAFE AND HEALTHY HOUSING UNDER COLORADO'S
27 WARRANTY OF HABITABILITY AND THAT A LANDLORD IS PROHIBITED BY

1 LAW FROM RETALIATING AGAINST A TENANT IN ANY MANNER FOR
2 REPORTING UNSAFE CONDITIONS IN THE TENANT'S RESIDENTIAL PREMISES,
3 REQUESTING REPAIRS, OR FOR SEEKING TO ENJOY THE TENANT'S RIGHT TO
4 SAFE AND HEALTHY HOUSING.

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

9 (a) LACK OF WATERPROOFING AND WEATHER PROTECTION FOR THE
10 ROOF, EXTERIOR WALLS, EXTERIOR DOORS, AND EXTERIOR WINDOWS OF A
11 DWELLING UNIT SO THAT WEATHER-RELATED ELEMENTS CAN ENTER THE
12 DWELLING UNIT;

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

15 (c) INADEQUATE RUNNING WATER OR INADEQUATE RUNNING HOT
16 WATER, EXCEPT FOR TEMPORARY DISRUPTIONS IN WATER SERVICE THAT
17 ARE LESS THAN FOUR HOURS IN DURATION DUE TO NECESSARY
18 MAINTENANCE, REPAIR, OR CONSTRUCTION THAT IS BEING PERFORMED;

19 (d) LACK OF FUNCTIONING HEATING FACILITIES AND EQUIPMENT
20 FIXTURES THAT ARE INSTALLED AND OPERATING IN COMPLIANCE WITH
21 APPLICABLE LAW AT THE TIME OF INSTALLATION AND THAT ARE
22 MAINTAINED IN GOOD WORKING ORDER FROM OCTOBER THROUGH APRIL
23 OF EACH YEAR;

24 (e) ANY HAZARDOUS CONDITION OF ELECTRICAL WIRING,
25 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR OTHER ELECTRICAL
26 EQUIPMENT;

27 (f) LACK OF ELECTRICITY OR DISRUPTIONS OF ELECTRICITY THAT

1 ARE CAUSED BY A LANDLORD'S FAILURE TO MAINTAIN ELECTRICAL WIRING,
2 ELECTRICAL FACILITIES, ELECTRICAL APPLIANCES, OR ELECTRICAL
3 EQUIPMENT;

4 (g) LACK OF WORKING LOCKS OR SECURITY DEVICES ON ALL
5 EXTERIOR DOORS THAT ALLOW ENTRY INTO A RESIDENTIAL PREMISES OR
6 A DWELLING UNIT AND ALL EXTERIOR WINDOWS THAT ARE DESIGNED TO
7 BE OPENED;

8 (h) LACK OF WORKING PLUMBING OR SEWAGE DISPOSAL OR ANY
9 CONDITION THAT ALLOWS SEWAGE, WATER, MOISTURE, OR OTHER
10 CONTAMINANTS TO ENTER THE RESIDENTIAL PREMISES OTHER THAN
11 THROUGH PROPERLY WORKING PLUMBING AND SEWAGE DISPOSAL
12 SYSTEMS;

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

14 (j) ANY INACCESSIBLE FIRE EXITS OR EGRESS IN ACCORDANCE
15 WITH APPLICABLE BUILDING, HOUSING, FIRE, AND HEALTH CODES;

16 (k) ANY MISSING, DAMAGED, IMPROPER, OR MISALIGNED CHIMNEY
17 OR VENTING ON ANY FUEL-FIRED HEATING, VENTILATION, OR COOLING
18 SYSTEM; OR

19 (l) AN INOPERABLE ELEVATOR WHEN THE TENANT HAS A
20 DISABILITY THAT PREVENTS THE TENANT FROM BEING ABLE TO USE THE
21 STAIRS TO ACCESS THE TENANT'S DWELLING UNIT OR THE TENANT RELIES
22 ON AN ELEVATOR TO ACCESS THE TENANT'S DWELLING UNIT AND THERE
23 ARE NO OTHER OPERABLE ELEVATORS THAT PROVIDE ACCESS TO THE
24 TENANT'S UNIT.

25 (5) A LANDLORD MAY REBUT THE PRESUMPTION IN SUBSECTION (4)
26 OF THIS SECTION BY DEMONSTRATING, THROUGH CLEAR AND CONVINCING
27 EVIDENCE, THAT A CONDITION LISTED IN SUBSECTION (4) OF THIS SECTION

1 DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE, HEALTH, OR
2 SAFETY.

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

7 (7) (a) A LANDLORD SHALL NOT PROHIBIT OR RESTRICT A TENANT
8 FROM INSTALLING OR USING A PORTABLE COOLING DEVICE, INCLUDING
9 UNDER ANY RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN THE
10 LANDLORD AND THE TENANT; EXCEPT THAT THE LANDLORD MAY PROHIBIT
11 OR RESTRICT THE INSTALLATION OR USE OF A PORTABLE COOLING DEVICE
12 IF THE INSTALLATION OR USE OF THE PORTABLE COOLING DEVICE WOULD:

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

14 (II) VIOLATE THE PORTABLE COOLING DEVICE MANUFACTURER'S
15 WRITTEN SAFETY GUIDELINES FOR INSTALLING OR USING THE DEVICE;

16 (III) DAMAGE THE PREMISES OR RENDER THE PREMISES
17 UNINHABITABLE; OR

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

21 (b) A LANDLORD THAT RESTRICTS THE INSTALLATION OR USE OF
22 PORTABLE COOLING DEVICES AT A RESIDENTIAL PREMISES WITH MULTIPLE
23 DWELLING UNITS UNDER SUBSECTION (7)(a)(IV) OF THIS SECTION SHALL
24 PRIORITIZE A TENANT WHO REQUESTS THE INSTALLATION OR USAGE OF A
25 PORTABLE COOLING DEVICE TO ACCOMMODATE THE TENANT'S DISABILITY
26 OVER OTHER TENANTS' REQUESTS TO INSTALL OR USE A PORTABLE
27 COOLING DEVICE.

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

4 (I) DISCLOSE ANY RESTRICTIONS ON THE INSTALLATION OR USE OF
5 PORTABLE COOLING DEVICES TO A TENANT OR PROSPECTIVE TENANT IN
6 WRITING;

7 (II) PROVIDE INFORMATION ABOUT WHETHER THE LANDLORD
8 INTENDS TO OPERATE ONE OR MORE COMMON SPACES AT THE RESIDENTIAL
9 PREMISES THAT WILL BE COOLED BY A PORTABLE COOLING DEVICE OR
10 PERMANENT COOLING DEVICE AND AVAILABLE TO THE TENANT DURING AN
11 EXTREME HEAT EVENT; AND

12 (III) IF THE LANDLORD DOES NOT INTEND TO OPERATE COMMON
13 SPACES AT THE RESIDENTIAL PREMISES THAT WILL BE COOLED BY A
14 PORTABLE COOLING DEVICE OR PERMANENT COOLING DEVICE, PROVIDE
15 INFORMATION ON COMMUNITY COOLING SPACES THAT ARE LOCATED NEAR
16 THE RESIDENTIAL PREMISES AND ACCESSIBLE TO THE TENANT DURING AN
17 EXTREME HEAT EVENT.

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

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

25 (e) NOTHING IN THIS SUBSECTION (7) MODIFIES A LANDLORD'S
26 OBLIGATION TO PERMIT REASONABLE MODIFICATIONS AND REASONABLE
27 ACCOMMODATIONS FOR INDIVIDUALS WITH A DISABILITY UNDER SECTION

1 24-34-502.2.

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

4 **38-12-507. Breach of warranty of habitability - tenant's**
5 **remedies.** (1) IF THERE IS A BREACH OF THE WARRANTY OF HABITABILITY
6 AS SET FORTH IN SECTION 38-12-503, A TENANT MAY EXERCISE ONE OR
7 MORE OF THE FOLLOWING REMEDIES:

8 (a) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
9 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF THE
10 CONDITION THAT CAUSED THE BREACH REMAINS UNREMEDIED OR
11 UNREPAIRED AND THE TENANT PROVIDES THE LANDLORD TEN TO SIXTY
12 DAYS' WRITTEN NOTICE THAT STATES:

13 (A) THE UNINHABITABLE CONDITION OR CONDITIONS THAT REMAIN
14 UNREMEDIED OR UNREPAIRED;

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

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

20 (II) IF THE LANDLORD COMMENCES OR COMPLETES REMEDIAL
21 ACTION BEFORE THE TERMINATION DATE PROVIDED BY THE TENANT IN
22 ACCORDANCE WITH SUBSECTION (1)(a)(I)(C) OF THIS SECTION, THE
23 LANDLORD AND TENANT MAY AGREE, IN WRITING AT THE TIME THE
24 CONDITION IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION
25 HAS BEEN REMEDIED OR REPAIRED, TO RESCIND THE TENANT'S INTENT TO
26 TERMINATE THE LEASE AND CONTINUE THE HOUSING ARRANGEMENT
27 UNDER THE LANDLORD AND TENANT'S EXISTING RENTAL AGREEMENT.

1 (b) (I) A TENANT MAY TERMINATE A RENTAL AGREEMENT
2 WITHOUT ANY LIABILITY OR FINANCIAL PENALTY TO THE TENANT IF A
3 CONDITION THAT CAUSED A BREACH OF WARRANTY OF HABITABILITY
4 RECURS WITHIN SIX MONTHS AFTER THE CONDITION WAS ORIGINALLY
5 REMEDIED OR REPAIRED AND THE TENANT, WITHIN THIRTY DAYS AFTER
6 THE CONDITION RECURS, PROVIDES THE LANDLORD:

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

9 (B) THE DATE THAT THE TENANT INTENDS TO TERMINATE THE
10 RENTAL AGREEMENT AND VACATE THE DWELLING UNIT, WHICH DATE MUST
11 BE AT LEAST TEN DAYS AFTER THE DATE THAT THE NOTICE IS PROVIDED TO
12 THE LANDLORD.

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

22 (c) (I) A TENANT MAY WITHHOLD RENT AFTER PROVIDING WRITTEN
23 NOTICE TO THE LANDLORD THAT:

24 (A) STATES AN UNINHABITABLE CONDITION REMAINS UNREMEDIED
25 OR UNREPAIRED;

26 (B) NOTIFIES THE LANDLORD THAT THE LANDLORD HAS THREE
27 DAYS AFTER THE DATE OF THE RECEIPT OF THE NOTICE TO REMEDY OR

1 REPAIR THE CONDITION; AND

2 (C) STATES THAT THE TENANT WILL WITHHOLD RENT FOR THE
3 NEXT RENTAL PERIOD AND THEREAFTER UNTIL THE REPAIR OR
4 REMEDIATION IS COMPLETE.

5 (II) UPON RECEIPT OF THE WRITTEN NOTICE, THE LANDLORD MUST
6 COMPLETELY REMEDY OR REPAIR THE CONDITION WITHIN THREE DAYS.

7 (III) IF THE LANDLORD COMPLETELY REMEDIES OR REPAIRS THE
8 CONDITION WITHIN THREE DAYS AFTER RECEIVING THE TENANT'S NOTICE,
9 THE TENANT MUST PAY, WITHIN FORTY-FIVE DAYS AFTER COMPLETION OF
10 THE REMEDY OR REPAIR, THE FULL AMOUNT OF ANY RENT WITHHELD.

11 (IV) IF THE LANDLORD DOES NOT COMPLETELY REMEDY OR REPAIR
12 THE CONDITION WITHIN THREE DAYS AFTER RECEIVING NOTICE FROM THE
13 TENANT PURSUANT TO SUBSECTION (1)(c)(I) OF THIS SECTION, THE TENANT
14 MAY EXTEND THE TIME PERIOD FOR THE LANDLORD TO REMEDY OR REPAIR
15 THE CONDITION BY WRITTEN AGREEMENT WITH THE LANDLORD, WHICH
16 WRITTEN AGREEMENT MUST BE AGREED UPON AT THE TIME THE CONDITION
17 IS BEING REMEDIED OR REPAIRED OR AFTER THE CONDITION HAS BEEN
18 REMEDIED OR REPAIRED.

19 (V) IF THE LANDLORD DOES NOT COMPLETELY REMEDY OR REPAIR
20 THE CONDITION WITHIN THE INITIAL THREE-DAY PERIOD OR WITHIN ANY
21 EXTENDED TIME PERIOD AGREED UPON BETWEEN THE TENANT AND
22 LANDLORD PURSUANT TO SUBSECTION (1)(c)(IV) OF THIS SECTION, THE
23 TENANT MAY:

24 (A) TERMINATE THE RENTAL AGREEMENT, RETAIN ANY AMOUNT
25 OF RENT WITHHELD, AND AVOID ANY LIABILITY FOR FUTURE RENT OR
26 CHARGES UNDER THE RENTAL AGREEMENT BY PROVIDING THE LANDLORD
27 AT LEAST THREE DAYS' WRITTEN NOTICE OF THE TENANT'S INTENT TO

1 TERMINATE THE RENTAL AGREEMENT AND VACATE THE DWELLING UNIT;

2 OR

3 (B) CONTINUE WITHHOLDING RENT UNTIL THE LANDLORD
4 COMPLETES THE REPAIR OR REMEDIATION AND THEN REMIT FIFTY PERCENT
5 OF THE RENT WITHHELD TO THE LANDLORD UPON COMPLETION OF THE
6 REMEDY OR REPAIR.

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

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

18 (B) THE LANDLORD FAILS TO SUFFICIENTLY REMEDY OR REPAIR
19 THE CONDITION WITHIN THE NOTICE PERIOD DESCRIBED IN SUBSECTION
20 (1)(d)(I)(A) OF THIS SECTION OR THE LANDLORD FAILS TO PROVIDE A
21 COMPARABLE DWELLING UNIT OR HOTEL ROOM PURSUANT TO SECTION
22 38-12-503 (4);

23 (C) THE LICENSED OR OTHERWISE QUALIFIED PROFESSIONAL IS NOT
24 A RELATIVE OF THE TENANT AND PROVIDES AN ESTIMATE FOR REMEDYING
25 OR REPAIRING THE CONDITION OR CONDITIONS THAT IS REASONABLY
26 CONSISTENT WITH INDUSTRY STANDARDS;

27 (D) THE TENANT HIRES THE LICENSED OR OTHERWISE QUALIFIED

1 PROFESSIONAL TO REMEDY OR REPAIR THE CONDITION; AND

2 (E) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
3 INVOICE, OR PROOF OF PAYMENT FOR WORK COMPLETED BY THE LICENSED
4 OR OTHERWISE QUALIFIED PROFESSIONAL WITHIN A REASONABLE AMOUNT
5 OF TIME AFTER COMPLETION OF THE WORK OR WITHIN THIRTY DAYS AFTER
6 THE LANDLORD REQUESTS THE RECEIPT, INVOICE, OR PROOF OF PAYMENT.

7 (II) A TENANT MAY, IN LIEU OF REPAIRING A BROKEN OR
8 MALFUNCTIONING APPLIANCE, REPLACE THE BROKEN OR MALFUNCTIONING
9 APPLIANCE AND DEDUCT THE COST FROM ONE OR MORE RENT PAYMENTS
10 IF:

11 (A) THE TENANT GIVES THE LANDLORD AT LEAST THREE DAYS'
12 ADVANCE WRITTEN NOTICE OF THE TENANT'S INTENT TO PURCHASE AND
13 REPLACE THE BROKEN OR MALFUNCTIONING APPLIANCE WITH A
14 REPLACEMENT APPLIANCE;

15 (B) THE LANDLORD FAILS TO SUFFICIENTLY REPAIR OR REPLACE
16 THE BROKEN OR MALFUNCTIONING APPLIANCE WITHIN THE NOTICE PERIOD
17 DESCRIBED IN SUBSECTION (1)(d)(II)(A) OF THIS SECTION;

18 (C) THE REPLACEMENT APPLIANCE IS OF COMPARABLE QUALITY
19 AND HAS SUBSTANTIALLY THE SAME FEATURES AS THE ORIGINAL
20 APPLIANCE; AND

21 (D) THE TENANT PROVIDES THE LANDLORD WITH A RECEIPT,
22 INVOICE, OR PROOF OF PAYMENT FOR THE REPLACEMENT APPLIANCE
23 WITHIN A REASONABLE AMOUNT OF TIME AFTER COMPLETION OF THE
24 WORK OR WITHIN THIRTY DAYS AFTER THE LANDLORD REQUESTS THE
25 RECEIPT, INVOICE, OR PROOF OF PAYMENT.

26 (III) A TENANT THAT DEDUCTS OR WITHHOLDS RENTAL PAYMENTS
27 OVER TWO OR MORE RENTAL PERIODS PURSUANT TO SUBSECTION (1)(c),

1 (1)(d)(I), OR (1)(d)(II) OF THIS SECTION IS ONLY REQUIRED TO PROVIDE
2 ONE NOTICE TO THE LANDLORD OF THE TENANT'S INTENT TO DEDUCT OR
3 WITHHOLD RENTAL PAYMENTS. _____

4 (e) A TENANT MAY ASSERT AS A CLAIM OR COUNTERCLAIM, IN A
5 COURT OF COMPETENT JURISDICTION, A LANDLORD'S BREACH OF THE
6 WARRANTY OF HABITABILITY AS DESCRIBED IN SECTION 38-12-503 AND
7 THE TENANT MAY RECOVER ACTUAL _____ DAMAGES DIRECTLY ARISING FROM
8 THE BREACH OF THE WARRANTY OF HABITABILITY, WHICH SHALL INCLUDE
9 ANY REDUCTION IN THE FAIR RENTAL VALUE OF THE DWELLING UNIT
10 DURING ANY PERIOD THAT THE RESIDENTIAL PREMISES WERE
11 UNINHABITABLE PURSUANT TO SUBSECTION (3) OF THIS SECTION. A
12 TENANT MAY ALSO RECOVER COURT COSTS, REASONABLE ATTORNEY FEES,
13 PUNITIVE DAMAGES, AND ANY OTHER DAMAGES AS ORDERED BY THE
14 COURT.

15 (f) (I) A TENANT MAY OBTAIN PRELIMINARY OR PERMANENT
16 INJUNCTIVE RELIEF FOR BREACH OF THE WARRANTY OF HABITABILITY,
17 INCLUDING AN ORDER FOR SPECIFIC PERFORMANCE, IN ANY COUNTY OR
18 DISTRICT COURT OF COMPETENT JURISDICTION. IF PERMANENT INJUNCTIVE
19 RELIEF OR SPECIFIC PERFORMANCE IS ORDERED, THE COURT'S JURISDICTION
20 CONTINUES OVER THE MATTER FOR THE PURPOSE OF ENSURING
21 COMPLIANCE WITH THE ORDER. AN ORDER REQUIRING INJUNCTIVE RELIEF
22 OR SPECIFIC PERFORMANCE MAY INCLUDE:

23 (A) AN ORDER TO REMEDY ANY EXISTING VIOLATIONS OF THIS
24 PART 5, INCLUDING RELIEF TO ANY SIMILARLY SITUATED TENANTS WHO
25 ARE REASONABLY LIKELY TO BE AFFECTED BY THE CONDITION AS
26 DESCRIBED IN SECTION 38-12-503 OR BY OTHER VIOLATIONS OF THIS PART
27 5;

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

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

6 (II) IN A PROCEEDING FOR INJUNCTIVE RELIEF, THE COURT MAY
7 DETERMINE ACTUAL DAMAGES FOR A BREACH OF THE WARRANTY OF
8 HABITABILITY AT THE TIME THE COURT ORDERS THE INJUNCTIVE RELIEF OR
9 AT A LATER TIME AS DEEMED APPROPRIATE BY THE COURT.

10 (III) IF THE LANDLORD PAYS DAMAGES TO THE COURT PURSUANT
11 TO THIS SUBSECTION (1)(f), AND UPON APPLICATION BY THE TENANT, THE
12 COURT SHALL IMMEDIATELY RELEASE TO THE TENANT THE DAMAGES PAID
13 BY THE LANDLORD. IF THE TENANT VACATES THE LEASED RESIDENTIAL
14 PREMISES, THE LANDLORD SHALL NOT RENT THE RESIDENTIAL PREMISES
15 AGAIN UNTIL THE UNIT IS IN COMPLIANCE WITH THE WARRANTY OF
16 HABITABILITY SET FORTH IN SECTION 38-12-503 (1).

17 (g) (I) A TENANT MAY OBTAIN AN IMMEDIATE TEMPORARY
18 RESTRAINING ORDER WITHOUT NOTICE TO THE LANDLORD IN ANY COUNTY
19 COURT OR DISTRICT COURT OF COMPETENT JURISDICTION, WHICH SHALL
20 REQUIRE THE LANDLORD TO COMPLY WITH THIS PART 5.

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

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

1 (B) THE LANDLORD HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE
2 CONDITION;

3 (C) THE LANDLORD HAS FAILED TO COMPLY WITH THIS PART 5;
4 AND

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

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

14 (IV) A COURT OF COMPETENT JURISDICTION SHALL CONSIDER AND
15 RULE ON ANY MOTION FOR AN IMMEDIATE TEMPORARY RESTRAINING
16 ORDER PURSUANT TO THIS SUBSECTION (1)(g) AT THE EARLIEST POSSIBLE
17 TIME, AND THE MOTION TAKES PRECEDENCE OVER ALL MATTERS EXCEPT
18 OLDER MOTIONS FOR IMMEDIATE TEMPORARY RESTRAINING ORDERS.

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

23 (b) A TENANT MAY RAISE A BREACH OF THE WARRANTY OF
24 HABITABILITY AS AN AFFIRMATIVE DEFENSE IN THE TENANT'S ANSWER OR
25 PRETRIAL COURT FILING. A COURT SHALL LIBERALLY CONSTRUE A
26 TENANT'S ANSWER OR OTHER FILING TO DETERMINE WHETHER THE TENANT
27 IS RAISING AN AFFIRMATIVE DEFENSE.

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

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

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

7 (III) HAVE EXERCISED ANY OTHER REMEDY IN THIS SECTION IN
8 RESPONSE TO THE LANDLORD'S BREACH OF THE WARRANTY OF
9 HABITABILITY, INCLUDING THE WITHHOLDING OF RENT AS DESCRIBED IN
10 SUBSECTIONS (1)(c) AND (1)(d) OF THIS SECTION.

11 (d) (I) IF A TENANT RAISES A BREACH OF THE WARRANTY OF
12 HABITABILITY AS AN AFFIRMATIVE DEFENSE AS DESCRIBED IN THIS
13 SUBSECTION (2), THE COURT SHALL ORDER THAT THE LANDLORD OR
14 TENANT PROVIDE ANY DOCUMENTATION RELEVANT TO THE BREACH OF
15 THE WARRANTY OF HABITABILITY THAT EITHER PARTY REQUESTS
16 PURSUANT TO SECTION 13-40-111 (6)(b) TO THE OPPOSING PARTY NO LESS
17 THAN NINETY-SIX HOURS BEFORE THE DAY OF TRIAL. SUCH
18 DOCUMENTATION MAY INCLUDE ANY RECORDS, NOTICES, REPORTS,
19 CORRESPONDENCE, OR OTHER DOCUMENTATION MAINTAINED BY THE
20 LANDLORD IN ACCORDANCE WITH SECTION 38-12-503 (5).

21 (II) IF A LANDLORD FAILS TO PROVIDE ALL RELEVANT
22 DOCUMENTATION, THE COURT SHALL ORDER A CONTINUANCE OF THE
23 TRIAL, AND REPEATED FAILURE BY THE LANDLORD TO PROVIDE ALL
24 RELEVANT DOCUMENTATION MAY BE GOOD CAUSE FOR APPROPRIATE
25 SANCTIONS AGAINST THE LANDLORD.

26 (III) IF EITHER THE LANDLORD OR TENANT FAILS TO TIMELY
27 PROVIDE ALL RELEVANT DOCUMENTATION WITHOUT GOOD CAUSE, THE

1 COURT MAY PROHIBIT OR LIMIT THE ADMISSION OF DOCUMENTS AT TRIAL
2 IF THE COURT FINDS THAT THE OPPOSING PARTY WOULD BE
3 SUBSTANTIALLY PREJUDICED BY THE DELAY IN PROVIDING SUCH
4 DOCUMENTATION.

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

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

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

17 (II) A TENANT DOES NOT NEED TO DEMONSTRATE THAT THE
18 UNINHABITABLE CONDITION AS DESCRIBED IN SECTION 38-12-503 EXISTS
19 AT THE TIME OF TRIAL.

20 (f) (I) TO PROVE THE AFFIRMATIVE DEFENSE DESCRIBED IN THIS
21 SUBSECTION (2) IN RESPONSE TO AN ACTION FOR POSSESSION BASED ON AN
22 ALLEGED NONMONETARY VIOLATION OF THE LEASE, A TENANT MUST
23 DEMONSTRATE THAT THE ALLEGED NONMONETARY LEASE VIOLATION
24 PRIMARILY AROSE FROM A BREACH OF THE WARRANTY OF HABITABILITY.

25 (II) IT IS NOT AN AFFIRMATIVE DEFENSE DESCRIBED IN THIS
26 SUBSECTION (2) TO AN ACTION FOR POSSESSION IF THE LANDLORD PROVES
27 THE TENANT COMMITTED A SUBSTANTIAL VIOLATION PURSUANT TO

1 SECTION 13-40-107.5.

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

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

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

12 (A) THE CONTINUANCE OF ANY ONGOING REMEDIAL ACTION
13 TAKEN BY THE LANDLORD;

14 (B) COMPLIANCE WITH ANY LANDLORD OBLIGATIONS PURSUANT
15 TO THIS PART 5;

16 (C) SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF PURSUANT TO
17 SUBSECTIONS (1)(f) AND (1)(g) OF THIS SECTION; OR

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

19 (III) ORDER A REDUCTION IN THE FAIR RENTAL VALUE OF THE
20 DWELLING UNIT IN ACCORDANCE WITH SUBSECTION (3) OF THIS SECTION.
21 ANY SUCH REDUCTION IN FAIR RENTAL VALUE APPLIES FROM WHEN THE
22 UNINHABITABLE CONDITION BEGAN UNTIL THE CONDITION WAS REMEDIED
23 OR REPAIRED.

24 (IV) ORDER THE LANDLORD TO REIMBURSE THE TENANT ANY
25 DIFFERENCE IN RENT BETWEEN THE REDUCED FAIR RENTAL VALUE AND
26 ANY GREATER AMOUNT OF RENT THAT THE TENANT PAID PURSUANT TO
27 THE RENTAL AGREEMENT WHILE A BREACH OF THE WARRANTY OF

1 HABITABILITY AT THE RESIDENTIAL PREMISES EXISTED;

2 (V) DETERMINE AND AWARD THE TENANT ACTUAL DAMAGES
3 ARISING FROM ANY BREACH OF THE WARRANTY OF HABITABILITY; EXCEPT
4 THAT THE TENANT MAY ELECT TO CONTINUE THE CASE FOR FURTHER
5 HEARING ON THE DETERMINATION AND AWARD OF DAMAGES;

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

7 (VII) DETERMINE WHETHER THE LANDLORD HAS PROVEN THAT
8 ANY OUTSTANDING RENT IS OWED UP TO THE DATE OF TRIAL AFTER
9 ADJUSTING THE RENT IN ACCORDANCE WITH THE FAIR RENTAL VALUE
10 CALCULATED PURSUANT TO SUBSECTION (3) OF THIS SECTION AND
11 DEDUCTING ANY OF THE FOLLOWING:

12 (A) ANY OTHER EXPENSES INCURRED BY THE TENANT OR ACTUAL
13 DAMAGES ARISING FROM THE BREACH OF THE WARRANTY OF
14 HABITABILITY;

15 (B) ANY ATTORNEY FEES AND COURT COSTS AWARDED TO THE
16 TENANT; AND

17 (C) ANY AWARDED MONETARY DAMAGES ARISING FROM SEPARATE
18 COUNTERCLAIMS AGAINST THE LANDLORD THAT THE TENANT ASSERTED
19 AND PREVAILED ON.

20 (h) (I) IF THE TENANT CLAIMS, BUT FAILS TO PROVE AT TRIAL, THE
21 AFFIRMATIVE DEFENSE DESCRIBED IN THIS SUBSECTION (2) BY A
22 PREPONDERANCE OF THE EVIDENCE IN A NONPAYMENT EVICTION, AND THE
23 LANDLORD OTHERWISE PREVAILS ON THE LANDLORD'S NONPAYMENT
24 EVICTION CLAIM, THE COURT SHALL PROVIDE THE TENANT FOURTEEN DAYS
25 TO REMIT TO THE LANDLORD OR THE COURT ANY AMOUNT OF RENT OR
26 OTHER MONETARY AMOUNT DUE UNDER THE RENTAL AGREEMENT THAT IS
27 OWED TO THE LANDLORD. IF THE TENANT PAYS THE AMOUNT THAT IS

1 OWED TO THE LANDLORD WITHIN FOURTEEN DAYS, THE COURT SHALL
2 DISMISS THE NONPAYMENT CLAIM WITH PREJUDICE. IF THE TENANT FAILS
3 TO PAY THE AMOUNT THAT IS OWED WITHIN FOURTEEN DAYS, THE COURT
4 MAY ENTER A JUDGMENT FOR POSSESSION.

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

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

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

17 (b) FIFTY PERCENT OF THE RENT ACCORDING TO THE RENTAL
18 AGREEMENT IF THE UNDERLYING CONDITION OR COMBINATION OF
19 CONDITIONS DOES NOT MATERIALLY INTERFERE WITH A TENANT'S LIFE,
20 HEALTH, OR SAFETY AS DESCRIBED IN SECTION 38-12-503 FOR THE ENTIRE
21 PERIOD IN WHICH THE CONDITION OR CONDITIONS REMAINED UNREMEDIED
22 OR UNREPAIRED.

23 (4) IF A RENTAL AGREEMENT CONTAINS A PROVISION THAT ALLOWS
24 A PREVAILING PARTY IN AN ACTION RELATED TO THE RENTAL AGREEMENT
25 TO OBTAIN ATTORNEY FEES AND COSTS, AND IF THE COURT DETERMINES
26 THAT THERE IS A PREVAILING PARTY, THEN THE PREVAILING PARTY IN AN
27 ACTION BROUGHT UNDER THIS PART 5 IS ENTITLED TO RECOVER

1 REASONABLE ATTORNEY FEES AND COSTS; EXCEPT THAT A COURT SHALL
2 ONLY AWARD A LANDLORD REASONABLE ATTORNEY FEES AND COSTS IF
3 THE COURT FINDS THAT A TENANT HAS FILED A FRIVOLOUS COMPLAINT OR
4 COUNTERCLAIM UNDER THIS PART 5.

5 (5) (a) A RENTAL AGREEMENT OR OTHER AGREEMENT BETWEEN A
6 LANDLORD AND A TENANT ENTERED INTO ON OR AFTER THE EFFECTIVE
7 DATE OF THIS SECTION, AS AMENDED, THAT WAIVES OR MODIFIES A RIGHT
8 OR REMEDY PROVIDED IN THIS PART 5 IS UNLAWFUL, VOID, AND
9 UNENFORCEABLE, INCLUDING ANY PROVISION IN A RENTAL AGREEMENT OR
10 OTHER AGREEMENT THAT CHARGES A COST, FEE, OR PENALTY TO A
11 TENANT BECAUSE THE TENANT EXERCISED OR ATTEMPTED TO EXERCISE A
12 RIGHT OR REMEDY PROVIDED IN THIS PART 5.

13 (b) THE EXERCISE OF ONE OR MORE RIGHTS OR REMEDIES
14 PROVIDED IN THIS SECTION DOES NOT LIMIT A TENANT'S RIGHTS TO
15 EXERCISE OR ATTEMPT TO EXERCISE ANY OTHER RIGHT OR REMEDY
16 PROVIDED BY LAW.

17 (c) A WRITTEN NOTICE REQUIRED BY A REMEDY DESCRIBED IN THIS
18 SECTION IS VALID IF IT SUBSTANTIALLY COMPLIES WITH THE
19 REQUIREMENTS OF THIS SECTION.

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

22 **38-12-508. Landlord's defenses to a claim of breach of**
23 **warranty - limitations on claiming a breach.** (1) It shall be IS a defense
24 to a tenant's claim of breach of the warranty of habitability that the
25 tenant's actions or inactions prevented the landlord from curing
26 REMEDYING OR REPAIRING the condition underlying the breach of the
27 warranty of habitability. FOR A LANDLORD TO PREVAIL ON SUCH DEFENSE

1 TO A TENANT'S CLAIM OF BREACH OF THE WARRANTY OF HABITABILITY, A
2 LANDLORD MUST DEMONSTRATE THAT:

3 (a) THE TENANT:

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

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

7 (III) ENGAGED IN ANY OTHER ACTION OR INACTION THAT
8 UNREASONABLY DELAYED OR OTHERWISE PREVENTED THE LANDLORD
9 FROM COMMENCING, MAINTAINING, OR COMPLETING THE REMEDIAL
10 ACTION; AND

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

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

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

23 (5) If the condition alleged to breach the warranty of habitability
24 is the result of the action or inaction of a ~~tenant in another dwelling unit~~
25 ~~or another~~ third party not under the direction and control of the landlord
26 and the landlord has taken reasonable, necessary, and timely steps to
27 ~~abate~~ REMEDY OR REPAIR the condition, but is unable to ~~abate~~ REMEDY OR

1 REPAIR the condition due to circumstances beyond the landlord's
2 reasonable control, the tenant's only remedy shall be IS termination of the
3 rental agreement consistent with section 38-12-507 (1)(a).

4 **SECTION 8.** In Colorado Revised Statutes, 38-12-509, **amend**
5 (1), (1.5), and (2); and **add** (1.7) as follows:

6 **38-12-509. Prohibition on retaliation.** (1) (a) A landlord shall
7 not retaliate against a tenant by engaging in any of the activities specified
8 in subsection (1)(b) of this section in response to the tenant:

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

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

15 (III) EXERCISING OR ATTEMPTING TO EXERCISE IN GOOD FAITH ANY
16 RIGHT OR REMEDY AFFORDED TO A TENANT PURSUANT TO SECTION
17 38-12-507.

18 (b) Prohibited retaliation includes:

19 (I) Increasing rent or decreasing services;

20 (II) Terminating OR NOT RENEWING a ~~lease~~ RENTAL AGREEMENT
21 or contract without written consent of the tenant; ~~except as otherwise~~
22 ~~provided by law;~~

23 (III) Bringing or threatening to bring an action for possession; ~~or~~

24 (IV) Taking action that in any manner intimidates, threatens,
25 discriminates against, HARASSES, or retaliates against a tenant; OR

26 (V) CHARGING THE TENANT OR SEEKING TO COLLECT FROM THE
27 TENANT ANY FEE, COST, OR PENALTY.

1 (1.5) A tenant may assert THAT THE LANDLORD RETALIATED
2 AGAINST THE TENANT IN VIOLATION OF SUBSECTION (1) OF THIS SECTION
3 as a defense to a landlord's action for possession, including ~~an~~ A
4 LANDLORD'S action for possession based on:

5 (a) A MONETARY OR nonmonetary violation of the rental
6 agreement; ~~or an action for possession based upon~~

7 (b) A notice to quit or vacate; ~~that the landlord retaliated against~~
8 ~~the tenant in violation of subsection (1) of this section.~~

9 (c) AN EXPIRATION OF THE TENANT'S RENTAL AGREEMENT; OR

10 (d) THE NONPAYMENT OF RENT RESULTING FROM A RETALIATORY
11 RENT INCREASE.

12 (1.7) TO PROVE A CLAIM OR DEFENSE UNDER THIS SECTION, A
13 TENANT DOES NOT NEED TO PROVE THAT RETALIATION WAS THE SOLE
14 REASON A LANDLORD ENGAGED IN ANY OF THE ACTIVITIES DESCRIBED IN
15 SUBSECTION (1)(b) OF THIS SECTION; A TENANT NEED ONLY DEMONSTRATE
16 THAT THE TENANT'S PROTECTED ACTIVITY UNDER SUBSECTION (1)(a) OF
17 THIS SECTION WAS A MOTIVATING FACTOR THAT INFLUENCED THE
18 LANDLORD'S DECISION TO ENGAGE IN ANY OF THE ACTIVITIES DESCRIBED
19 IN SUBSECTION (1)(b) OF THIS SECTION.

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

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

26 (b) MAY TERMINATE THE RENTAL AGREEMENT.

27 **SECTION 9.** In Colorado Revised Statutes, 38-12-510, **amend**

1 (2) as follows:

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

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

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

15 (b) Occupancy under a contract of sale of a dwelling unit or the
16 property of which it is a part, if the occupant is the purchaser, seller, or a
17 person who succeeds to ~~his or her~~ THE OCCUPANT'S interest; EXCEPT THAT
18 THIS SUBSECTION (1)(b) DOES NOT APPLY TO A TENANT OCCUPYING A
19 DWELLING UNIT UNDER A LEASE-TO-OWN CONTRACT;

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

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

27 (4) A CLAIM, COUNTERCLAIM, OR ACTION BROUGHT UNDER THIS

1 PART 5 SHALL NOT HAVE ANY PRECLUSIVE EFFECT ON A TENANT'S ABILITY
2 TO ASSERT OTHER CLAIMS IN A SUBSEQUENT ACTION AGAINST THE
3 LANDLORD FOR THE SAME INJURY OR ARISING FROM THE SAME SUBJECT
4 MATTER OR TRANSACTION.

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

7 **24-31-101. Powers and duties of attorney general.** (1) The
8 attorney general:

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

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

13 (XVIII) The "Reproductive Health Equity Act", part 4 of article
14 6 of title 25; AND

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

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

18 **13-6-105. Specific limits on civil jurisdiction.** (1) The county
19 court has no civil jurisdiction except that specifically conferred upon it by
20 law. In particular, it has no jurisdiction over the following matters:

21 (f) Original proceedings for the issuance of injunctions, except:

22 (I) As provided in sections 13-6-104 (5), ~~and 38-12-507 (1)(b)~~
23 38-12-507, AND 38-12-510;

24 **SECTION 13. Applicability.** This act applies to actions related
25 to violations of part 5 of article 12 of title 38 that are filed on or after the
26 effective date of this act.

27 **SECTION 14. Safety clause.** The general assembly finds,

1 determines, and declares that this act is necessary for the immediate
2 preservation of the public peace, health, or safety or for appropriations for
3 the support and maintenance of the departments of the state and state
4 institutions.