

Second Regular Session
Sixty-eighth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 12-0369.01 Ed DeCecco x4216

SENATE BILL 12-070

SENATE SPONSORSHIP

Aguilar,

HOUSE SPONSORSHIP

Wilson, Solano

Senate Committees
Judiciary

House Committees

A BILL FOR AN ACT

101 CONCERNING RESIDENTIAL LANDLORDS AND TENANTS, AND, IN
102 CONNECTION THEREWITH, ENACTING THE "UNIFORM
103 RESIDENTIAL LANDLORD AND TENANT ACT".

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://www.leg.state.co.us/billsummaries>.)

Section 1 of the bill enacts the "Uniform Residential Landlord and Tenant Act" (Act), which includes, among other things, provisions related to:

! A statement of purpose and rules of construction;

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

- ! Exclusions from the application of the Act;
- ! An obligation of good faith;
- ! The effect of an unsigned or undelivered rental agreement;
- ! Prohibited provisions in rental agreements;
- ! A landlord's obligation to make disclosures, deliver possession of a dwelling unit, and maintain a premises;
- ! A tenant's obligation to maintain a dwelling unit, to allow a landlord access to a dwelling unit, and to use and occupy a dwelling unit;
- ! Rules and regulations adopted by a landlord;
- ! A tenant's remedies for a landlord's noncompliance with his or her obligations;
- ! A landlord's remedies for a tenant's noncompliance with his or her obligations;
- ! A prohibition on retaliatory conduct; and
- ! The repeal of existing inconsistent law relating to landlord and tenant relations.

The Act does not include a provision related to security deposits that was approved by the national conference of commissioners on uniform state laws.

Section 2 of the bill requires the official comments of the national conference of commissioners on uniform state laws to be published along with the Act as nonstatutory matter.

Sections 3 and 4 of the bill confer authority on a county court and a small claims court, respectively, to grant injunctive relief as permitted under the Act.

Section 5 of the bill modifies the current deadlines for giving notice to quit a tenancy in order to be consistent with the deadlines in the Act.

- Section 6** of the bill modifies the existing security deposit law by:
- ! Eliminating the requirement that a tenant must give notice to a landlord of his intention to file legal proceedings a minimum of 7 days prior to filing said action;
 - ! Limiting the total security deposit that a landlord demand or receive security to one month periodic rent; and
 - ! Requiring a landlord in all instances to return a security deposit to a tenant within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, by eliminating the ability of the parties to specify in the lease agreement a longer period of time, up to 60 days.

The first 2 changes related to the security deposit law are included in the Act approved by the national conference of commissioners on uniform state laws.

1 OF LAW AND EQUITY, INCLUDING THE LAW RELATING TO CAPACITY TO
2 CONTRACT, MUTUALITY OF OBLIGATIONS, PRINCIPAL AND AGENT, REAL
3 PROPERTY, PUBLIC HEALTH, SAFETY AND FIRE PREVENTION, ESTOPPEL,
4 FRAUD, MISREPRESENTATION, DURESS, COERCION, MISTAKE, BANKRUPTCY,
5 OR OTHER VALIDATING OR INVALIDATING CAUSE SUPPLEMENT ITS
6 PROVISIONS.

7 **38-12.5-104. Construction against implicit repeal.** THIS
8 ARTICLE BEING A GENERAL ARTICLE INTENDED AS A UNIFIED COVERAGE OF
9 ITS SUBJECT MATTER, NO PART OF IT IS TO BE CONSTRUED AS IMPLIEDLY
10 REPEALED BY SUBSEQUENT LEGISLATION IF THAT CONSTRUCTION CAN
11 REASONABLY BE AVOIDED.

12 **38-12.5-105. Administration of remedies - enforcement.**

13 (1) THE REMEDIES PROVIDED BY THIS ARTICLE SHALL BE SO
14 ADMINISTERED THAT AN AGGRIEVED PARTY MAY RECOVER APPROPRIATE
15 DAMAGES. THE AGGRIEVED PARTY HAS A DUTY TO MITIGATE DAMAGES.

16 (2) ANY RIGHT OR OBLIGATION DECLARED BY THIS ARTICLE IS
17 ENFORCEABLE BY ACTION UNLESS THE PROVISION DECLARING IT SPECIFIES
18 A DIFFERENT AND LIMITED EFFECT.

19 **38-12.5-106. Settlement of disputed claim or right.** A CLAIM OR
20 RIGHT ARISING UNDER THIS ARTICLE OR ON A RENTAL AGREEMENT, IF
21 DISPUTED IN GOOD FAITH, MAY BE SETTLED BY AGREEMENT.

22 SUBPART 2

23 SCOPE AND JURISDICTION

24 **38-12.5-107. Territorial application.** THIS ARTICLE APPLIES TO,
25 REGULATES, AND DETERMINES RIGHTS, OBLIGATIONS, AND REMEDIES
26 UNDER A RENTAL AGREEMENT, WHEREVER MADE, FOR A DWELLING UNIT
27 LOCATED WITHIN THIS STATE.

1 **38-12.5-108. Exclusions from application of article.**

2 (1) UNLESS CREATED TO AVOID THE APPLICATION OF THIS ARTICLE, THE
3 FOLLOWING ARRANGEMENTS ARE NOT GOVERNED BY THIS ARTICLE:

4 (a) RESIDENCE AT AN INSTITUTION, PUBLIC OR PRIVATE, IF
5 INCIDENTAL TO DETENTION OR THE PROVISION OF MEDICAL, GERIATRIC,
6 EDUCATIONAL, COUNSELING, RELIGIOUS, OR SIMILAR SERVICE;

7 (b) OCCUPANCY UNDER A CONTRACT OF SALE OF A DWELLING UNIT
8 OR THE PROPERTY OF WHICH IT IS A PART, IF THE OCCUPANT IS THE
9 PURCHASER OR A PERSON WHO SUCCEEDS TO HIS OR HER INTEREST;

10 (c) OCCUPANCY BY A MEMBER OF A FRATERNAL OR SOCIAL
11 ORGANIZATION IN THE PORTION OF A STRUCTURE OPERATED FOR THE
12 BENEFIT OF THE ORGANIZATION;

13 (d) TRANSIENT OCCUPANCY IN A HOTEL OR MOTEL;

14 (e) OCCUPANCY BY AN EMPLOYEE OF A LANDLORD WHOSE RIGHT
15 TO OCCUPANCY IS CONDITIONAL UPON EMPLOYMENT IN AND ABOUT THE
16 PREMISES;

17 (f) OCCUPANCY BY AN OWNER OF A CONDOMINIUM UNIT OR A
18 HOLDER OF A PROPRIETARY LEASE IN A COOPERATIVE;

19 (g) OCCUPANCY UNDER A RENTAL AGREEMENT COVERING
20 PREMISES USED BY THE OCCUPANT PRIMARILY FOR AGRICULTURAL
21 PURPOSES.

22 **38-12.5-109. Jurisdiction and service of process.** (1) A COUNTY
23 OR DISTRICT COURT OF THIS STATE MAY EXERCISE JURISDICTION OVER ANY
24 LANDLORD WITH RESPECT TO ANY CONDUCT IN THIS STATE GOVERNED BY
25 THIS ARTICLE OR WITH RESPECT TO ANY CLAIM ARISING FROM A
26 TRANSACTION SUBJECT TO THIS ARTICLE. A COUNTY COURT HAS
27 CONCURRENT ORIGINAL JURISDICTION WITH THE DISTRICT COURT IN AN

1 ACTION COMMENCED PURSUANT TO THIS ARTICLE, INCLUDING A
2 PROCEEDING FOR INJUNCTIVE RELIEF. A JUDGMENT IN THE COUNTY COURT
3 SHALL NOT EXCEED A TOTAL OF FIFTEEN THOUSAND DOLLARS IN FAVOR OF
4 EITHER PARTY, EXCLUSIVE OF ATTORNEY FEES AND COSTS. IN ADDITION TO
5 ANY OTHER METHOD PROVIDED BY RULE OR BY STATUTE, PERSONAL
6 JURISDICTION OVER A LANDLORD MAY BE ACQUIRED IN A CIVIL ACTION OR
7 PROCEEDING INSTITUTED IN THE COURT BY THE SERVICE OF PROCESS IN
8 THE MANNER PROVIDED BY THIS SECTION.

9 (2) IF A LANDLORD IS NOT A RESIDENT OF THIS STATE OR IS A
10 CORPORATION NOT AUTHORIZED TO DO BUSINESS IN THIS STATE AND
11 ENGAGES IN ANY CONDUCT IN THIS STATE GOVERNED BY THIS ARTICLE, OR
12 ENGAGES IN A TRANSACTION SUBJECT TO THIS ARTICLE, HE OR SHE MAY
13 DESIGNATE AN AGENT UPON WHOM SERVICE OF PROCESS MAY BE MADE IN
14 THIS STATE. THE AGENT SHALL BE A RESIDENT OF THIS STATE OR A
15 CORPORATION AUTHORIZED TO DO BUSINESS IN THIS STATE. THE
16 DESIGNATION SHALL BE IN WRITING AND FILED WITH THE SECRETARY OF
17 STATE. IF NO DESIGNATION IS MADE AND FILED OR IF PROCESS CANNOT BE
18 SERVED IN THIS STATE UPON THE DESIGNATED AGENT, PROCESS MAY BE
19 SERVED UPON THE SECRETARY OF STATE, BUT SERVICE UPON THE
20 SECRETARY OF STATE IS NOT EFFECTIVE UNLESS THE PLAINTIFF OR
21 PETITIONER FORTHWITH MAILES A COPY OF THE PROCESS AND PLEADING BY
22 REGISTERED OR CERTIFIED MAIL TO THE DEFENDANT OR RESPONDENT AT
23 HIS OR HER LAST REASONABLY ASCERTAINABLE ADDRESS. AN AFFIDAVIT
24 OF COMPLIANCE WITH THIS SECTION SHALL BE FILED WITH THE CLERK OF
25 THE COURT ON OR BEFORE THE RETURN DAY OF THE PROCESS, IF ANY, OR
26 WITHIN ANY FURTHER TIME THE COURT ALLOWS.

27 SUBPART 3

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GENERAL DEFINITIONS AND
PRINCIPLES OF INTERPRETATION

38-12.5-110. General definitions. SUBJECT TO ADDITIONAL
DEFINITIONS CONTAINED IN SUBSEQUENT PARTS OF THIS ARTICLE WHICH
APPLY TO SPECIFIC PARTS THEREOF, AND UNLESS THE CONTEXT OTHERWISE
REQUIRES, IN THIS ARTICLE:

(1) "ACTION" INCLUDES RECOUPMENT, COUNTERCLAIM, SET-OFF,
SUIT IN EQUITY, AND ANY OTHER PROCEEDING IN WHICH RIGHTS ARE
DETERMINED, INCLUDING AN ACTION FOR POSSESSION.

(2) "BUILDING AND HOUSING CODES" INCLUDE ANY LAW,
ORDINANCE, OR GOVERNMENTAL REGULATION CONCERNING FITNESS FOR
HABITATION, OR THE CONSTRUCTION, MAINTENANCE, OPERATION,
OCCUPANCY, USE, OR APPEARANCE OF ANY PREMISES, OR DWELLING UNIT.

(3) "DWELLING UNIT" MEANS A STRUCTURE OR THE PART OF A
STRUCTURE THAT IS USED AS A HOME, RESIDENCE, OR SLEEPING PLACE BY
ONE PERSON WHO MAINTAINS A HOUSEHOLD OR BY TWO OR MORE PERSONS
WHO MAINTAIN A COMMON HOUSEHOLD.

(4) "GOOD FAITH" MEANS HONESTY IN FACT IN THE CONDUCT OF
THE TRANSACTION CONCERNED.

(5) "LANDLORD" MEANS THE OWNER, LESSOR, OR SUBLESSOR OF
THE DWELLING UNIT OR THE BUILDING OF WHICH IT IS A PART, AND IT ALSO
MEANS A MANAGER OF THE PREMISES WHO FAILS TO DISCLOSE AS
REQUIRED BY SECTION 38-12.5-202.

(6) "ORGANIZATION" INCLUDES A CORPORATION, GOVERNMENT,
GOVERNMENTAL SUBDIVISION OR AGENCY, BUSINESS TRUST, ESTATE,
TRUST, PARTNERSHIP OR ASSOCIATION, TWO OR MORE PERSONS HAVING A
JOINT OR COMMON INTEREST, AND ANY OTHER LEGAL OR COMMERCIAL

1 ENTITY.

2 (7) (a) "OWNER" MEANS ONE OR MORE PERSONS, JOINTLY OR
3 SEVERALLY, IN WHOM IS VESTED:

4 (I) ALL OR PART OF THE LEGAL TITLE TO PROPERTY; OR

5 (II) ALL OR PART OF THE BENEFICIAL OWNERSHIP AND A RIGHT TO
6 PRESENT USE AND ENJOYMENT OF THE PREMISES.

7 (b) THE TERM "OWNER" INCLUDES A MORTGAGEE IN POSSESSION.

8 (8) "PERSON" INCLUDES AN INDIVIDUAL OR ORGANIZATION.

9 (9) "PREMISES" MEANS A DWELLING UNIT AND THE STRUCTURE OF
10 WHICH IT IS A PART AND FACILITIES AND APPURTENANCES THEREIN AND
11 GROUNDS, AREAS, AND FACILITIES HELD OUT FOR THE USE OF TENANTS
12 GENERALLY OR WHOSE USE IS PROMISED TO THE TENANT.

13 (10) "RENT" MEANS ALL PAYMENTS TO BE MADE TO OR FOR THE
14 BENEFIT OF THE LANDLORD UNDER THE RENTAL AGREEMENT.

15 (11) "RENTAL AGREEMENT" MEANS ALL AGREEMENTS, WRITTEN
16 OR ORAL, AND VALID RULES AND REGULATIONS ADOPTED UNDER SECTION
17 38-12.5-302 EMBODYING THE TERMS AND CONDITIONS CONCERNING THE
18 USE AND OCCUPANCY OF A DWELLING UNIT AND PREMISES.

19 (12) "ROOMER" MEANS A PERSON OCCUPYING A DWELLING UNIT
20 THAT DOES NOT INCLUDE A TOILET AND EITHER A BATH TUB OR A SHOWER
21 AND A REFRIGERATOR, STOVE, AND KITCHEN SINK, ALL PROVIDED BY THE
22 LANDLORD, AND WHERE ONE OR MORE OF THESE FACILITIES ARE USED IN
23 COMMON BY OCCUPANTS IN THE STRUCTURE.

24 (13) "SINGLE FAMILY RESIDENCE" MEANS A STRUCTURE
25 MAINTAINED AND USED AS A SINGLE DWELLING UNIT. NOTWITHSTANDING
26 THAT A DWELLING UNIT SHARES ONE OR MORE WALLS WITH ANOTHER
27 DWELLING UNIT, IT IS A SINGLE FAMILY RESIDENCE IF IT HAS DIRECT

1 ACCESS TO A STREET OR THOROUGHFARE AND SHARES NEITHER HEATING
2 FACILITIES, HOT WATER EQUIPMENT, NOR ANY OTHER ESSENTIAL FACILITY
3 OR SERVICE WITH ANY OTHER DWELLING UNIT.

4 (14) "TENANT" MEANS A PERSON ENTITLED UNDER A RENTAL
5 AGREEMENT TO OCCUPY A DWELLING UNIT TO THE EXCLUSION OF OTHERS.

6 **38-12.5-111. Obligation of good faith.** EVERY DUTY UNDER THIS
7 ARTICLE AND EVERY ACT WHICH MUST BE PERFORMED AS A CONDITION
8 PRECEDENT TO THE EXERCISE OF A RIGHT OR REMEDY UNDER THIS ARTICLE
9 IMPOSES AN OBLIGATION OF GOOD FAITH IN ITS PERFORMANCE OR
10 ENFORCEMENT.

11 **38-12.5-112. Unconscionability.** (1) IF THE COURT, AS A MATTER
12 OF LAW, FINDS:

13 (a) A RENTAL AGREEMENT OR ANY PROVISION THEREOF WAS
14 UNCONSCIONABLE WHEN MADE, THE COURT MAY REFUSE TO ENFORCE THE
15 AGREEMENT, ENFORCE THE REMAINDER OF THE AGREEMENT WITHOUT THE
16 UNCONSCIONABLE PROVISION, OR LIMIT THE APPLICATION OF ANY
17 UNCONSCIONABLE PROVISION TO AVOID AN UNCONSCIONABLE RESULT; OR

18 (b) A SETTLEMENT IN WHICH A PARTY WAIVES OR AGREES TO
19 FOREGO A CLAIM OR RIGHT UNDER THIS ARTICLE OR UNDER A RENTAL
20 AGREEMENT WAS UNCONSCIONABLE WHEN MADE, THE COURT MAY REFUSE
21 TO ENFORCE THE SETTLEMENT, ENFORCE THE REMAINDER OF THE
22 SETTLEMENT WITHOUT THE UNCONSCIONABLE PROVISION, OR LIMIT THE
23 APPLICATION OF ANY UNCONSCIONABLE PROVISION TO AVOID AN
24 UNCONSCIONABLE RESULT.

25 (2) IF UNCONSCIONABILITY IS PUT INTO ISSUE BY A PARTY OR BY
26 THE COURT UPON ITS OWN MOTION THE PARTIES SHALL BE AFFORDED A
27 REASONABLE OPPORTUNITY TO PRESENT EVIDENCE AS TO THE SETTING,

1 PURPOSE, AND EFFECT OF THE RENTAL AGREEMENT OR SETTLEMENT TO AID
2 THE COURT IN MAKING THE DETERMINATION.

3 **38-12.5-113. Notice.** (1) A PERSON HAS NOTICE OF A FACT IF:

4 (a) HE OR SHE HAS ACTUAL KNOWLEDGE OF IT;

5 (b) HE OR SHE HAS RECEIVED A NOTICE OR NOTIFICATION OF IT; OR

6 (c) FROM ALL THE FACTS AND CIRCUMSTANCES KNOWN TO THEM

7 AT THE TIME IN QUESTION HE OR SHE HAS REASON TO KNOW THAT IT

8 EXISTS. A PERSON "KNOWS" OR "HAS KNOWLEDGE" OF A FACT IF HE OR SHE

9 HAS ACTUAL KNOWLEDGE OF IT.

10 (2) A PERSON "NOTIFIES" OR "GIVES" A NOTICE OR NOTIFICATION

11 TO ANOTHER PERSON BY TAKING STEPS REASONABLY CALCULATED TO

12 INFORM THE OTHER IN ORDINARY COURSE WHETHER OR NOT THE OTHER

13 ACTUALLY COMES TO KNOW OF IT. A PERSON "RECEIVES" A NOTICE OR

14 NOTIFICATION WHEN:

15 (a) IT COMES TO HIS OR HER ATTENTION; OR

16 (b) IN THE CASE OF THE LANDLORD, IT IS DELIVERED AT THE PLACE

17 OF BUSINESS OF THE LANDLORD THROUGH WHICH THE RENTAL AGREEMENT

18 WAS MADE OR AT ANY PLACE HELD OUT BY THEM AS THE PLACE FOR

19 RECEIPT OF THE COMMUNICATION; OR

20 (c) IN THE CASE OF THE TENANT, IT IS DELIVERED IN HAND TO THE

21 TENANT OR MAILED BY REGISTERED OR CERTIFIED MAIL TO HIM OR HER AT

22 THE PLACE HELD OUT BY HIM OR HER AS THE PLACE FOR RECEIPT OF THE

23 COMMUNICATION, OR IN THE ABSENCE OF SUCH DESIGNATION, TO HIS OR

24 HER LAST KNOWN PLACE OF RESIDENCE.

25 (3) "NOTICE", KNOWLEDGE OF A NOTICE OR NOTIFICATION

26 RECEIVED BY AN ORGANIZATION IS EFFECTIVE FOR A PARTICULAR

27 TRANSACTION FROM THE TIME IT IS BROUGHT TO THE ATTENTION OF THE

1 INDIVIDUAL CONDUCTING THAT TRANSACTION, AND IN ANY EVENT FROM
2 THE TIME IT WOULD HAVE BEEN BROUGHT TO HIS OR HER ATTENTION IF
3 THE ORGANIZATION HAD EXERCISED REASONABLE DILIGENCE.

4 SUBPART 4

5 GENERAL PROVISIONS

6 **38-12.5-114. Terms and conditions of rental agreement.** (1) A
7 LANDLORD AND A TENANT MAY INCLUDE IN A RENTAL AGREEMENT TERMS
8 AND CONDITIONS NOT PROHIBITED BY THIS ARTICLE OR OTHER RULE OF
9 LAW, INCLUDING RENT, TERM OF THE AGREEMENT, AND OTHER PROVISIONS
10 GOVERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES.

11 (2) IN ABSENCE OF AGREEMENT, THE TENANT SHALL PAY AS RENT
12 THE FAIR RENTAL VALUE FOR THE USE AND OCCUPANCY OF THE DWELLING
13 UNIT.

14 (3) RENT IS PAYABLE WITHOUT DEMAND OR NOTICE AT THE TIME
15 AND PLACE AGREED UPON BY THE PARTIES. UNLESS OTHERWISE AGREED,
16 RENT IS PAYABLE AT THE DWELLING UNIT AND PERIODIC RENT IS PAYABLE
17 AT THE BEGINNING OF ANY TERM OF ONE MONTH OR LESS AND OTHERWISE
18 IN EQUAL MONTHLY INSTALLMENTS AT THE BEGINNING OF EACH MONTH.
19 UNLESS OTHERWISE AGREED, RENT IS UNIFORMLY APPORTIONABLE FROM
20 DAY-TO-DAY.

21 (4) UNLESS THE RENTAL AGREEMENT FIXES A DEFINITE TERM, THE
22 TENANCY IS WEEK-TO-WEEK IN CASE OF A ROOMER WHO PAYS WEEKLY
23 RENT, AND IN ALL OTHER CASES MONTH-TO-MONTH.

24 **38-12.5-115. Effect of unsigned or undelivered rental**
25 **agreement.** (1) IF THE LANDLORD DOES NOT SIGN AND DELIVER A
26 WRITTEN RENTAL AGREEMENT SIGNED AND DELIVERED TO HIM OR HER BY
27 THE TENANT, ACCEPTANCE OF RENT WITHOUT RESERVATION BY THE

1 LANDLORD GIVES THE RENTAL AGREEMENT THE SAME EFFECT AS IF IT HAD
2 BEEN SIGNED AND DELIVERED BY THE LANDLORD.

3 (2) IF THE TENANT DOES NOT SIGN AND DELIVER A WRITTEN
4 RENTAL AGREEMENT SIGNED AND DELIVERED TO HIM OR HER BY THE
5 LANDLORD, ACCEPTANCE OF POSSESSION AND PAYMENT OF RENT WITHOUT
6 RESERVATION GIVES THE RENTAL AGREEMENT THE SAME EFFECT AS IF IT
7 HAD BEEN SIGNED AND DELIVERED BY THE TENANT.

8 (3) IF A RENTAL AGREEMENT GIVEN EFFECT BY THE OPERATION OF
9 THIS SECTION PROVIDES FOR A TERM LONGER THAN ONE YEAR, IT IS
10 EFFECTIVE FOR ONLY ONE YEAR.

11 **38-12.5-116. Prohibited provisions in rental agreements.** (1) A
12 RENTAL AGREEMENT MAY NOT PROVIDE THAT THE TENANT:

13 (a) AGREES TO WAIVE OR FOREGO RIGHTS OR REMEDIES UNDER
14 THIS ARTICLE;

15 (b) AUTHORIZES ANY PERSON TO CONFESS JUDGMENT ON A CLAIM
16 ARISING OUT OF THE RENTAL AGREEMENT;

17 (c) AGREES TO PAY THE LANDLORD'S ATTORNEY FEES; OR

18 (d) AGREES TO THE EXCULPATION OR LIMITATION OF ANY
19 LIABILITY OF THE LANDLORD ARISING UNDER LAW OR TO INDEMNIFY THE
20 LANDLORD FOR THAT LIABILITY OR THE COSTS CONNECTED THEREWITH.

21 (2) A PROVISION PROHIBITED BY SUBSECTION (1) OF THIS SECTION
22 INCLUDED IN A RENTAL AGREEMENT IS UNENFORCEABLE. IF A LANDLORD
23 DELIBERATELY USES A RENTAL AGREEMENT CONTAINING PROVISIONS
24 KNOWN BY HIM OR HER TO BE PROHIBITED, THE TENANT MAY RECOVER IN
25 ADDITION TO HIS OR HER ACTUAL DAMAGES AN AMOUNT UP TO THREE
26 MONTHS PERIODIC RENT AND REASONABLE ATTORNEY FEES.

27 **38-12.5-117. Separation of rents and obligations to maintain**

1 **property forbidden.** A RENTAL AGREEMENT, ASSIGNMENT, CONVEYANCE,
2 TRUST DEED, OR SECURITY INSTRUMENT MAY NOT PERMIT THE RECEIPT OF
3 RENT FREE OF THE OBLIGATION TO COMPLY WITH SECTION 38-12.5-204 (1).

4 PART 2

5 LANDLORD OBLIGATIONS

6 **38-12.5-201. Security deposits - prepaid rent.** THE LAW
7 RELATING TO SECURITY DEPOSITS IS LOCATED IN PART 1 OF ARTICLE 12 OF
8 THIS TITLE.

9 **38-12.5-202. Disclosure.** (1) A LANDLORD OR ANY PERSON
10 AUTHORIZED TO ENTER INTO A RENTAL AGREEMENT ON HIS OR HER BEHALF
11 SHALL DISCLOSE TO THE TENANT IN WRITING AT OR BEFORE THE
12 COMMENCEMENT OF THE TENANCY THE NAME AND ADDRESS OF:

13 (a) THE PERSON AUTHORIZED TO MANAGE THE PREMISES; AND

14 (b) AN OWNER OF THE PREMISES OR A PERSON AUTHORIZED TO ACT
15 FOR AND ON BEHALF OF THE OWNER FOR THE PURPOSE OF SERVICE OF
16 PROCESS AND RECEIVING AND RECEIPTING FOR NOTICES AND DEMANDS.

17 (2) THE INFORMATION REQUIRED TO BE FURNISHED BY THIS
18 SECTION SHALL BE KEPT CURRENT, AND THIS SECTION EXTENDS TO AND IS
19 ENFORCEABLE AGAINST ANY SUCCESSOR LANDLORD, OWNER, OR
20 MANAGER.

21 (3) A PERSON WHO FAILS TO COMPLY WITH SUBSECTION (1) OF THIS
22 SECTION BECOMES AN AGENT OF EACH PERSON WHO IS A LANDLORD FOR:

23 (a) SERVICE OF PROCESS AND RECEIVING AND RECEIPTING FOR
24 NOTICES AND DEMANDS; AND

25 (b) PERFORMING THE OBLIGATIONS OF THE LANDLORD UNDER THIS
26 ARTICLE AND UNDER THE RENTAL AGREEMENT AND EXPENDING OR
27 MAKING AVAILABLE FOR THE PURPOSE ALL RENT COLLECTED FROM THE

1 PREMISES.

2 **38-12.5-203. Landlord to deliver possession of dwelling unit.**

3 AT THE COMMENCEMENT OF THE TERM A LANDLORD SHALL DELIVER
4 POSSESSION OF THE PREMISES TO THE TENANT IN COMPLIANCE WITH THE
5 RENTAL AGREEMENT AND SECTION 38-12.5-204. THE LANDLORD MAY
6 BRING AN ACTION FOR POSSESSION AGAINST ANY PERSON WRONGFULLY IN
7 POSSESSION AND MAY RECOVER THE DAMAGES PROVIDED IN SECTION
8 38-12.5-415 (3).

9 **38-12.5-204. Landlord to maintain premises.** (1) A LANDLORD
10 SHALL:

11 (a) COMPLY WITH THE REQUIREMENTS OF APPLICABLE BUILDING
12 AND HOUSING CODES MATERIALLY AFFECTING HEALTH AND SAFETY;

13 (b) MAKE ALL REPAIRS AND DO WHATEVER IS NECESSARY TO PUT
14 AND KEEP THE PREMISES IN A FIT AND HABITABLE CONDITION;

15 (c) KEEP ALL COMMON AREAS OF THE PREMISES IN A CLEAN AND
16 SAFE CONDITION;

17 (d) MAINTAIN IN GOOD AND SAFE WORKING ORDER AND CONDITION
18 ALL ELECTRICAL, PLUMBING, SANITARY, HEATING, VENTILATING,
19 AIR-CONDITIONING, AND OTHER FACILITIES AND APPLIANCES, INCLUDING
20 ELEVATORS, SUPPLIED OR REQUIRED TO BE SUPPLIED BY HIM OR HER;

21 (e) PROVIDE AND MAINTAIN APPROPRIATE RECEPTACLES AND
22 CONVENIENCES FOR THE REMOVAL OF ASHES, GARBAGE, RUBBISH, AND
23 OTHER WASTE INCIDENTAL TO THE OCCUPANCY OF THE DWELLING UNIT
24 AND ARRANGE FOR THEIR REMOVAL; AND

25 (f) SUPPLY RUNNING WATER AND REASONABLE AMOUNTS OF HOT
26 WATER AT ALL TIMES AND REASONABLE HEAT BETWEEN OCTOBER 1 AND
27 MAY 1 EXCEPT WHERE THE BUILDING THAT INCLUDES THE DWELLING UNIT

1 IS NOT REQUIRED BY LAW TO BE EQUIPPED FOR THAT PURPOSE, OR THE
2 DWELLING UNIT IS SO CONSTRUCTED THAT HEAT OR HOT WATER IS
3 GENERATED BY AN INSTALLATION WITHIN THE EXCLUSIVE CONTROL OF
4 THE TENANT AND SUPPLIED BY A DIRECT PUBLIC UTILITY CONNECTION.

5 (2) IF THE DUTY IMPOSED BY PARAGRAPH (a) OF SUBSECTION (1)
6 OF THIS SECTION IS GREATER THAN ANY DUTY IMPOSED BY ANY OTHER
7 PARAGRAPH OF THAT SUBSECTION, THE LANDLORD'S DUTY SHALL BE
8 DETERMINED BY REFERENCE TO PARAGRAPH (a) OF SUBSECTION (1) OF THIS
9 SECTION.

10 (3) THE LANDLORD AND TENANT OF A SINGLE FAMILY RESIDENCE
11 MAY AGREE IN WRITING THAT THE TENANT PERFORM THE LANDLORD'S
12 DUTIES SPECIFIED IN PARAGRAPHS (e) AND (f) OF SUBSECTION (1) OF THIS
13 SECTION AND ALSO SPECIFIED REPAIRS, MAINTENANCE TASKS,
14 ALTERATIONS, AND REMODELING, BUT ONLY IF THE TRANSACTION IS
15 ENTERED INTO IN GOOD FAITH.

16 (4) THE LANDLORD AND TENANT OF ANY DWELLING UNIT OTHER
17 THAN A SINGLE FAMILY RESIDENCE MAY AGREE THAT THE TENANT IS TO
18 PERFORM SPECIFIED REPAIRS, MAINTENANCE TASKS, ALTERATIONS, OR
19 REMODELING ONLY IF:

20 (a) THE AGREEMENT OF THE PARTIES IS ENTERED INTO IN GOOD
21 FAITH AND IS SET FORTH IN A SEPARATE WRITING SIGNED BY THE PARTIES
22 AND SUPPORTED BY ADEQUATE CONSIDERATION;

23 (b) THE WORK IS NOT NECESSARY TO CURE NONCOMPLIANCE WITH
24 PARAGRAPH (a) OF SUBSECTION (1) OF THIS SECTION; AND

25 (c) THE AGREEMENT DOES NOT DIMINISH OR AFFECT THE
26 OBLIGATION OF THE LANDLORD TO OTHER TENANTS IN THE PREMISES.

27 (5) THE LANDLORD MAY NOT TREAT PERFORMANCE OF THE

1 SEPARATE AGREEMENT DESCRIBED IN SUBSECTION (4) OF THIS SECTION AS
2 A CONDITION TO ANY OBLIGATION OR PERFORMANCE OF ANY RENTAL
3 AGREEMENT.

4 **38-12.5-205. Limitation of liability.** (1) UNLESS OTHERWISE
5 AGREED, A LANDLORD WHO CONVEYS PREMISES THAT INCLUDE A
6 DWELLING UNIT SUBJECT TO A RENTAL AGREEMENT IN A GOOD FAITH SALE
7 TO A BONA FIDE PURCHASER IS RELIEVED OF LIABILITY UNDER THE RENTAL
8 AGREEMENT AND THIS ARTICLE AS TO EVENTS OCCURRING AFTER WRITTEN
9 NOTICE TO THE TENANT OF THE CONVEYANCE. HOWEVER, HE OR SHE
10 REMAINS LIABLE TO THE TENANT FOR ALL SECURITY RECOVERABLE BY THE
11 TENANT UNDER PART 1 OF ARTICLE 12 OF THIS TITLE AND ALL PREPAID
12 RENT.

13 (2) UNLESS OTHERWISE AGREED, A MANAGER OF PREMISES THAT
14 INCLUDE A DWELLING UNIT IS RELIEVED OF LIABILITY UNDER THE RENTAL
15 AGREEMENT AND THIS ARTICLE AS TO EVENTS OCCURRING AFTER WRITTEN
16 NOTICE TO THE TENANT OF THE TERMINATION OF HIS OR HER
17 MANAGEMENT.

18 PART 3

19 TENANT OBLIGATIONS

20 **38-12.5-301. Tenant to maintain dwelling unit.** (1) A TENANT
21 SHALL:

22 (a) COMPLY WITH ALL OBLIGATIONS PRIMARILY IMPOSED UPON
23 TENANTS BY APPLICABLE PROVISIONS OF BUILDING AND HOUSING CODES
24 MATERIALLY AFFECTING HEALTH AND SAFETY;

25 (b) KEEP THAT PART OF THE PREMISES THAT HE OR SHE OCCUPIES
26 AND USES AS CLEAN AND SAFE AS THE CONDITION OF THE PREMISES
27 PERMITS;

1 (c) DISPOSE FROM HIS OR HER DWELLING UNIT ALL ASHES,
2 GARBAGE, RUBBISH, AND OTHER WASTE IN A CLEAN AND SAFE MANNER;

3 (d) KEEP ALL PLUMBING FIXTURES IN THE DWELLING UNIT OR USED
4 BY THE TENANT AS CLEAR AS THEIR CONDITION PERMITS;

5 (e) USE IN A REASONABLE MANNER ALL ELECTRICAL, PLUMBING,
6 SANITARY, HEATING, VENTILATING, AIR-CONDITIONING, AND OTHER
7 FACILITIES AND APPLIANCES INCLUDING ELEVATORS IN THE PREMISES;

8 (f) NOT DELIBERATELY OR NEGLIGENTLY DESTROY, DEFACE,
9 DAMAGE, IMPAIR, OR REMOVE ANY PART OF THE PREMISES OR KNOWINGLY
10 PERMIT ANY PERSON TO DO SO; AND

11 (g) CONDUCT HIMSELF OR HERSELF AND REQUIRE OTHER PERSONS
12 ON THE PREMISES WITH HIS OR HER CONSENT TO CONDUCT THEMSELVES IN
13 A MANNER THAT WILL NOT DISTURB HIS OR HER NEIGHBORS' PEACEFUL
14 ENJOYMENT OF THE PREMISES.

15 **38-12.5-302. Rules and regulations.** (1) A LANDLORD, FROM
16 TIME TO TIME, MAY ADOPT A RULE OR REGULATION, HOWEVER DESCRIBED,
17 CONCERNING THE TENANT'S USE AND OCCUPANCY OF THE PREMISES. IT IS
18 ENFORCEABLE AGAINST THE TENANT ONLY IF:

19 (a) ITS PURPOSE IS TO PROMOTE THE CONVENIENCE, SAFETY, OR
20 WELFARE OF THE TENANTS IN THE PREMISES, PRESERVE THE LANDLORD'S
21 PROPERTY FROM ABUSIVE USE, OR MAKE A FAIR DISTRIBUTION OF SERVICES
22 AND FACILITIES HELD OUT FOR THE TENANTS GENERALLY;

23 (b) IT IS REASONABLY RELATED TO THE PURPOSE OF WHICH IT IS
24 ADOPTED;

25 (c) IT APPLIES TO ALL TENANTS IN THE PREMISES IN A FAIR
26 MANNER;

27 (d) IT IS SUFFICIENTLY EXPLICIT IN ITS PROHIBITION, DIRECTION, OR

1 LIMITATION OF THE TENANT'S CONDUCT TO FAIRLY INFORM HIM OR HER OF
2 WHAT HE OR SHE MUST OR MUST NOT DO TO COMPLY;

3 (e) IT IS NOT FOR THE PURPOSE OF EVADING THE OBLIGATIONS OF
4 THE LANDLORD; AND

5 (f) THE TENANT HAS NOTICE OF IT AT THE TIME HE OR SHE ENTERS
6 INTO THE RENTAL AGREEMENT, OR WHEN IT IS ADOPTED.

7 (2) IF A RULE OR REGULATION IS ADOPTED AFTER THE TENANT
8 ENTERS INTO THE RENTAL AGREEMENT THAT WORKS A SUBSTANTIAL
9 MODIFICATION OF HIS OR HER BARGAIN IT IS NOT VALID UNLESS THE
10 TENANT CONSENTS TO IT IN WRITING.

11 **38-12.5-303. Access.** (1) A TENANT SHALL NOT UNREASONABLY
12 WITHHOLD CONSENT TO THE LANDLORD TO ENTER INTO THE DWELLING
13 UNIT IN ORDER TO INSPECT THE PREMISES, MAKE NECESSARY OR AGREED
14 REPAIRS, DECORATIONS, ALTERATIONS, OR IMPROVEMENTS, SUPPLY
15 NECESSARY OR AGREED SERVICES, OR EXHIBIT THE DWELLING UNIT TO
16 PROSPECTIVE OR ACTUAL PURCHASERS, MORTGAGEES, TENANTS,
17 WORKMEN, OR CONTRACTORS.

18 (2) A LANDLORD MAY ENTER THE DWELLING UNIT WITHOUT
19 CONSENT OF THE TENANT IN CASE OF EMERGENCY.

20 (3) A LANDLORD SHALL NOT ABUSE THE RIGHT OF ACCESS OR USE
21 IT TO HARASS THE TENANT. EXCEPT IN CASE OF EMERGENCY OR UNLESS IT
22 IS IMPRACTICABLE TO DO SO, THE LANDLORD SHALL GIVE THE TENANT AT
23 LEAST TWO DAYS' NOTICE OF HIS OR HER INTENT TO ENTER AND MAY
24 ENTER ONLY AT REASONABLE TIMES.

25 (4) A LANDLORD HAS NO OTHER RIGHT OF ACCESS EXCEPT:

26 (a) PURSUANT TO COURT ORDER;

27 (b) AS PERMITTED BY SECTIONS 38-12.5-409 AND 38-12.5-410(2);

1 OR

2 (c) UNLESS THE TENANT HAS ABANDONED OR SURRENDERED THE
3 PREMISES.

4 **38-12.5-304. Tenant to use and occupy.** UNLESS OTHERWISE
5 AGREED, A TENANT SHALL OCCUPY HIS OR HER DWELLING UNIT ONLY AS
6 A DWELLING UNIT. THE RENTAL AGREEMENT MAY REQUIRE THAT THE
7 TENANT NOTIFY THE LANDLORD OF ANY ANTICIPATED EXTENDED ABSENCE
8 FROM THE PREMISES IN EXCESS OF SEVEN DAYS NO LATER THAN THE FIRST
9 DAY OF THE EXTENDED ABSENCE.

10 PART 4
11 REMEDIES
12 SUBPART 1
13 TENANT REMEDIES

14 **38-12.5-401. Noncompliance by the landlord - in general.**

15 (1) EXCEPT AS PROVIDED IN THIS ARTICLE, IF THERE IS A MATERIAL
16 NONCOMPLIANCE BY THE LANDLORD WITH THE RENTAL AGREEMENT OR A
17 NONCOMPLIANCE WITH SECTION 38-12.5-204 MATERIALLY AFFECTING
18 HEALTH AND SAFETY, THE TENANT MAY DELIVER A WRITTEN NOTICE TO
19 THE LANDLORD SPECIFYING THE ACTS AND OMISSIONS CONSTITUTING THE
20 BREACH AND THAT THE RENTAL AGREEMENT WILL TERMINATE UPON A
21 DATE NOT LESS THAN THIRTY DAYS AFTER RECEIPT OF THE NOTICE IF THE
22 BREACH IS NOT REMEDIED IN FOURTEEN DAYS, AND THE RENTAL
23 AGREEMENT SHALL TERMINATE AS PROVIDED IN THE NOTICE SUBJECT TO
24 THE FOLLOWING:

25 (a) IF THE BREACH IS REMEDIAL BY REPAIRS, THE PAYMENT OF
26 DAMAGES OR OTHERWISE AND THE LANDLORD ADEQUATELY REMEDIES
27 THE BREACH BEFORE THE DATE SPECIFIED IN THE NOTICE, THE RENTAL

1 AGREEMENT SHALL NOT TERMINATE BY REASON OF THE BREACH.

2 (b) IF SUBSTANTIALLY THE SAME ACT OR OMISSION WHICH
3 CONSTITUTED A PRIOR NONCOMPLIANCE OF WHICH NOTICE WAS GIVEN
4 RECURS WITHIN SIX MONTHS, THE TENANT MAY TERMINATE THE RENTAL
5 AGREEMENT UPON AT LEAST FOURTEEN DAYS' WRITTEN NOTICE
6 SPECIFYING THE BREACH AND THE DATE OF TERMINATION OF THE RENTAL
7 AGREEMENT.

8 (c) THE TENANT MAY NOT TERMINATE FOR A CONDITION CAUSED
9 BY THE DELIBERATE OR NEGLIGENT ACT OR OMISSION OF THE TENANT, A
10 MEMBER OF HIS OR HER FAMILY, OR OTHER PERSON ON THE PREMISES WITH
11 HIS OR HER CONSENT.

12 (2) EXCEPT AS PROVIDED IN THIS ARTICLE, THE TENANT MAY
13 RECOVER ACTUAL DAMAGES AND OBTAIN INJUNCTIVE RELIEF FOR
14 NONCOMPLIANCE BY THE LANDLORD WITH THE RENTAL AGREEMENT OR
15 SECTION 38-12.5-204. IF THE LANDLORD'S NONCOMPLIANCE IS WILLFUL
16 THE TENANT MAY RECOVER REASONABLE ATTORNEY FEES.

17 (3) THE REMEDY PROVIDED IN SUBSECTION (2) OF THIS SECTION IS
18 IN ADDITION TO ANY RIGHT OF THE TENANT ARISING UNDER SUBSECTION
19 (1) OF THIS SECTION.

20 (4) IF THE RENTAL AGREEMENT IS TERMINATED, THE LANDLORD
21 SHALL RETURN ALL SECURITY RECOVERABLE BY THE TENANT UNDER PART
22 1 OF ARTICLE 12 OF THIS TITLE AND ALL PREPAID RENT.

23 **38-12.5-402. Failure to deliver possession.** (1) IF THE LANDLORD
24 FAILS TO DELIVER POSSESSION OF THE DWELLING UNIT TO THE TENANT AS
25 PROVIDED IN SECTION 38-12.5-203, RENT ABATES UNTIL POSSESSION IS
26 DELIVERED AND THE TENANT MAY:

27 (a) TERMINATE THE RENTAL AGREEMENT UPON AT LEAST FIVE

1 DAYS' WRITTEN NOTICE TO THE LANDLORD AND UPON TERMINATION THE
2 LANDLORD SHALL RETURN ALL PREPAID RENT AND SECURITY; OR

3 (b) DEMAND PERFORMANCE OF THE RENTAL AGREEMENT BY THE
4 LANDLORD AND, IF THE TENANT ELECTS, OBTAIN POSSESSION OF THE
5 DWELLING UNIT FROM THE LANDLORD OR ANY PERSON WRONGFULLY IN
6 POSSESSION AND RECOVER THE ACTUAL DAMAGES SUSTAINED BY HIM OR
7 HER.

8 (2) IF A PERSON'S FAILURE TO DELIVER POSSESSION IS WILLFUL AND
9 NOT IN GOOD FAITH, AN AGGRIEVED PERSON MAY RECOVER FROM THAT
10 PERSON AN AMOUNT NOT MORE THAN THREE MONTHS' PERIODIC RENT OR
11 THREEFOLD THE ACTUAL DAMAGES SUSTAINED, WHICHEVER IS GREATER,
12 AND REASONABLE ATTORNEY FEES.

13 **38-12.5-403. Self-help for minor defects.** (1) IF THE LANDLORD
14 FAILS TO COMPLY WITH THE RENTAL AGREEMENT OR SECTION 38-12.5-204,
15 AND THE REASONABLE COST OF COMPLIANCE IS LESS THAN ONE HUNDRED
16 DOLLARS, OR AN AMOUNT EQUAL TO ONE-HALF THE PERIODIC RENT,
17 WHICHEVER AMOUNT IS GREATER, THE TENANT MAY RECOVER DAMAGES
18 FOR THE BREACH UNDER SECTION 38-12.5-401 (2) OR MAY NOTIFY THE
19 LANDLORD OF HIS OR HER INTENTION TO CORRECT THE CONDITION AT THE
20 LANDLORD'S EXPENSE. IF THE LANDLORD FAILS TO COMPLY WITHIN
21 FOURTEEN DAYS AFTER BEING NOTIFIED BY THE TENANT IN WRITING OR AS
22 PROMPTLY AS CONDITIONS REQUIRE IN CASE OF EMERGENCY, THE TENANT
23 MAY CAUSE THE WORK TO BE DONE IN A WORKMANLIKE MANNER AND,
24 AFTER SUBMITTING TO THE LANDLORD AN ITEMIZED STATEMENT, DEDUCT
25 FROM HIS OR HER RENT THE ACTUAL AND REASONABLE COST OR THE FAIR
26 AND REASONABLE VALUE OF THE WORK, NOT EXCEEDING THE AMOUNT
27 SPECIFIED IN THIS SUBSECTION (1).

1 (2) A TENANT MAY NOT REPAIR AT THE LANDLORD'S EXPENSE IF
2 THE CONDITION WAS CAUSED BY THE DELIBERATE OR NEGLIGENT ACT OR
3 OMISSION OF THE TENANT, A MEMBER OF HIS OR HER FAMILY, OR OTHER
4 PERSON ON THE PREMISES WITH HIS OR HER CONSENT.

5 **38-12.5-404. Wrongful failure to supply heat, water, hot**
6 **water, or essential services.** (1) IF CONTRARY TO THE RENTAL
7 AGREEMENT OR SECTION 38-12.5-204 THE LANDLORD WILLFULLY OR
8 NEGLIGENTLY FAILS TO SUPPLY HEAT, RUNNING WATER, HOT WATER,
9 ELECTRIC, GAS, OR OTHER ESSENTIAL SERVICE, THE TENANT MAY GIVE
10 WRITTEN NOTICE TO THE LANDLORD SPECIFYING THE BREACH AND MAY:

11 (a) TAKE REASONABLE AND APPROPRIATE MEASURES TO SECURE
12 REASONABLE AMOUNTS OF HEAT, HOT WATER, RUNNING WATER, ELECTRIC,
13 GAS, AND OTHER ESSENTIAL SERVICE DURING THE PERIOD OF THE
14 LANDLORD'S NONCOMPLIANCE AND DEDUCT THEIR ACTUAL AND
15 REASONABLE COST FROM THE RENT; OR

16 (b) RECOVER DAMAGES BASED UPON THE DIMINUTION IN THE FAIR
17 RENTAL VALUE OF THE DWELLING UNIT; OR

18 (c) PROCURE REASONABLE SUBSTITUTE HOUSING DURING THE
19 PERIOD OF THE LANDLORD'S NONCOMPLIANCE, IN WHICH CASE THE TENANT
20 IS EXCUSED FROM PAYING RENT FOR THE PERIOD OF THE LANDLORD'S
21 NONCOMPLIANCE.

22 (2) IN ADDITION TO THE REMEDY PROVIDED IN PARAGRAPH (c) OF
23 SUBSECTION (1) OF THIS SECTION THE TENANT MAY RECOVER THE ACTUAL
24 AND REASONABLE COST OR FAIR AND REASONABLE VALUE OF THE
25 SUBSTITUTE HOUSING NOT IN EXCESS OF AN AMOUNT EQUAL TO THE
26 PERIODIC RENT, AND IN ANY CASE UNDER SUBSECTION (1) OF THIS SECTION
27 REASONABLE ATTORNEY FEES.

1 (3) IF THE TENANT PROCEEDS UNDER THIS SECTION, HE OR SHE MAY
2 NOT PROCEED UNDER SECTION 38-12.5-401 OR 38-12.5-403 AS TO THAT
3 BREACH.

4 (4) RIGHTS OF THE TENANT UNDER THIS SECTION DO NOT ARISE
5 UNTIL HE OR SHE HAS GIVEN NOTICE TO THE LANDLORD OR IF THE
6 CONDITION WAS CAUSED BY THE DELIBERATE OR NEGLIGENT ACT OR
7 OMISSION OF THE TENANT, A MEMBER OF HIS OR HER FAMILY, OR OTHER
8 PERSON ON THE PREMISES WITH HIS OR HER CONSENT.

9 **38-12.5-405. Landlord's noncompliance as defense to action**
10 **for possession or rent.** (1) IN AN ACTION FOR POSSESSION BASED UPON
11 NONPAYMENT OF THE RENT OR IN AN ACTION FOR RENT WHEN THE TENANT
12 IS IN POSSESSION, THE TENANT MAY COUNTERCLAIM FOR ANY AMOUNT HE
13 OR SHE MAY RECOVER UNDER THE RENTAL AGREEMENT OR THIS ARTICLE.
14 IN THAT EVENT THE COURT FROM TIME TO TIME MAY ORDER THE TENANT
15 TO PAY INTO COURT ALL OR PART OF THE RENT ACCRUED AND THEREAFTER
16 ACCRUING, AND SHALL DETERMINE THE AMOUNT DUE TO EACH PARTY.
17 THE PARTY TO WHOM A NET AMOUNT IS OWED SHALL BE PAID FIRST FROM
18 THE MONEY PAID INTO COURT, AND THE BALANCE BY THE OTHER PARTY.
19 IF NO RENT REMAINS DUE AFTER APPLICATION OF THIS SECTION, JUDGMENT
20 SHALL BE ENTERED FOR THE TENANT IN THE ACTION FOR POSSESSION. IF
21 THE DEFENSE OR COUNTERCLAIM BY THE TENANT IS WITHOUT MERIT AND
22 IS NOT RAISED IN GOOD FAITH, THE LANDLORD MAY RECOVER REASONABLE
23 ATTORNEY FEES.

24 (2) IN AN ACTION FOR RENT WHEN THE TENANT IS NOT IN
25 POSSESSION, HE OR SHE MAY COUNTERCLAIM AS PROVIDED IN SUBSECTION
26 (1) OF THIS SECTION BUT IS NOT REQUIRED TO PAY ANY RENT INTO COURT.

27 **38-12.5-406. Fire or casualty damage.** (1) IF THE DWELLING

1 UNIT OR PREMISES ARE DAMAGED OR DESTROYED BY FIRE OR CASUALTY
2 TO AN EXTENT THAT ENJOYMENT OF THE DWELLING UNIT IS
3 SUBSTANTIALLY IMPAIRED, THE TENANT MAY:

4 (a) IMMEDIATELY VACATE THE PREMISES AND NOTIFY THE
5 LANDLORD IN WRITING WITHIN FOURTEEN DAYS THEREAFTER OF HIS OR
6 HER INTENTION TO TERMINATE THE RENTAL AGREEMENT, IN WHICH CASE
7 THE RENTAL AGREEMENT TERMINATES AS OF THE DATE OF VACATING; OR

8 (b) IF CONTINUED OCCUPANCY IS LAWFUL, VACATE ANY PART OF
9 THE DWELLING UNIT RENDERED UNUSABLE BY THE FIRE OR CASUALTY, IN
10 WHICH CASE THE TENANT'S LIABILITY FOR RENT IS REDUCED IN
11 PROPORTION TO THE DIMINUTION IN THE FAIR RENTAL VALUE OF THE
12 DWELLING UNIT.

13 (2) IF THE RENTAL AGREEMENT IS TERMINATED THE LANDLORD
14 SHALL RETURN ALL SECURITY RECOVERABLE UNDER PART I OF ARTICLE 12
15 OF THIS TITLE AND ALL PREPAID RENT. ACCOUNTING FOR RENT IN THE
16 EVENT OF TERMINATION OR APPORTIONMENT SHALL BE MADE AS OF THE
17 DATE OF THE FIRE OR CASUALTY.

18 **38-12.5-407. Tenant's remedies for landlord's unlawful ouster,**
19 **exclusion, or diminution of service.** IF A LANDLORD UNLAWFULLY
20 REMOVES OR EXCLUDES THE TENANT FROM THE PREMISES OR WILLFULLY
21 DIMINISHES SERVICES TO THE TENANT BY INTERRUPTING OR CAUSING THE
22 INTERRUPTION OF HEAT, RUNNING WATER, HOT WATER, ELECTRIC, GAS, OR
23 OTHER ESSENTIAL SERVICE, THE TENANT MAY RECOVER POSSESSION OR
24 TERMINATE THE RENTAL AGREEMENT AND, IN EITHER CASE, RECOVER AN
25 AMOUNT NOT MORE THAN THREE MONTHS' PERIODIC RENT OR THREEFOLD
26 THE ACTUAL DAMAGES SUSTAINED BY HIM OR HER, WHICHEVER IS
27 GREATER, AND REASONABLE ATTORNEY FEES. IF THE RENTAL AGREEMENT

1 IS TERMINATED THE LANDLORD SHALL RETURN ALL SECURITY
2 RECOVERABLE UNDER PART 1 OF ARTICLE 12 OF THIS TITLE AND ALL
3 PREPAID RENT.

4 SUBPART 2

5 LANDLORD REMEDIES

6 **38-12.5-408. Noncompliance with rental agreement - failure**
7 **to pay rent.** (1) EXCEPT AS PROVIDED IN THIS ARTICLE, IF THERE IS A
8 MATERIAL NONCOMPLIANCE BY THE TENANT WITH THE RENTAL
9 AGREEMENT OR A NONCOMPLIANCE WITH SECTION 38-12.5-301
10 MATERIALLY AFFECTING HEALTH AND SAFETY, THE LANDLORD MAY
11 DELIVER A WRITTEN NOTICE TO THE TENANT SPECIFYING THE ACTS AND
12 OMISSIONS CONSTITUTING THE BREACH AND THAT THE RENTAL
13 AGREEMENT WILL TERMINATE UPON A DATE NOT LESS THAN THIRTY DAYS
14 AFTER RECEIPT OF THE NOTICE. IF THE BREACH IS NOT REMEDIED IN
15 FOURTEEN DAYS, THE RENTAL AGREEMENT SHALL TERMINATE AS
16 PROVIDED IN THE NOTICE SUBJECT TO THE FOLLOWING. IF THE BREACH IS
17 REMEDIABLE BY REPAIRS OR THE PAYMENT OF DAMAGES OR OTHERWISE
18 AND THE TENANT ADEQUATELY REMEDIES THE BREACH BEFORE THE DATE
19 SPECIFIED IN THE NOTICE, THE RENTAL AGREEMENT SHALL NOT
20 TERMINATE. IF SUBSTANTIALLY THE SAME ACT OR OMISSION WHICH
21 CONSTITUTED A PRIOR NONCOMPLIANCE OF WHICH NOTICE WAS GIVEN
22 RECURS WITHIN SIX MONTHS, THE LANDLORD MAY TERMINATE THE
23 RENTAL AGREEMENT UPON AT LEAST FOURTEEN DAYS' WRITTEN NOTICE
24 SPECIFYING THE BREACH AND THE DATE OF TERMINATION OF THE RENTAL
25 AGREEMENT.

26 (2) IF RENT IS UNPAID WHEN DUE AND THE TENANT FAILS TO PAY
27 RENT WITHIN FOURTEEN DAYS AFTER WRITTEN NOTICE BY THE LANDLORD

1 OF NONPAYMENT AND HIS OR HER INTENTION TO TERMINATE THE RENTAL
2 AGREEMENT IF THE RENT IS NOT PAID WITHIN THAT PERIOD, THE
3 LANDLORD MAY TERMINATE THE RENTAL AGREEMENT.

4 (3) EXCEPT AS PROVIDED IN THIS ARTICLE, THE LANDLORD MAY
5 RECOVER ACTUAL DAMAGES AND OBTAIN INJUNCTIVE RELIEF FOR
6 NONCOMPLIANCE BY THE TENANT WITH THE RENTAL AGREEMENT OR
7 SECTION 38-12.5-301. IF THE TENANT'S NONCOMPLIANCE IS WILLFUL THE
8 LANDLORD MAY RECOVER REASONABLE ATTORNEY FEES.

9 **38-12.5-409. Failure to maintain.** IF THERE IS NONCOMPLIANCE
10 BY THE TENANT WITH SECTION 38-12.5-301 MATERIALLY AFFECTING
11 HEALTH AND SAFETY THAT CAN BE REMEDIED BY REPAIR, REPLACEMENT
12 OF A DAMAGED ITEM, OR CLEANING, AND THE TENANT FAILS TO COMPLY
13 AS PROMPTLY AS CONDITIONS REQUIRE IN CASE OF EMERGENCY OR WITHIN
14 FOURTEEN DAYS AFTER WRITTEN NOTICE BY THE LANDLORD SPECIFYING
15 THE BREACH AND REQUESTING THAT THE TENANT REMEDY IT WITHIN THAT
16 PERIOD OF TIME, THE LANDLORD MAY ENTER THE DWELLING UNIT AND
17 CAUSE THE WORK TO BE DONE IN A WORKMANLIKE MANNER AND SUBMIT
18 THE ITEMIZED BILL FOR THE ACTUAL AND REASONABLE COST OR THE FAIR
19 AND REASONABLE VALUE THEREOF AS RENT ON THE NEXT DATE PERIODIC
20 RENT IS DUE, OR IF THE RENTAL AGREEMENT HAS TERMINATED, FOR
21 IMMEDIATE PAYMENT.

22 **38-12.5-410. Remedies for absence, nonuse and abandonment.**

23 (1) IF THE RENTAL AGREEMENT REQUIRES THE TENANT TO GIVE NOTICE TO
24 THE LANDLORD OF AN ANTICIPATED EXTENDED ABSENCE IN EXCESS OF
25 SEVEN DAYS PURSUANT TO SECTION 38-12.5-304 AND THE TENANT
26 WILLFULLY FAILS TO DO SO, THE LANDLORD MAY RECOVER ACTUAL
27 DAMAGES FROM THE TENANT.

1 (2) DURING ANY ABSENCE OF THE TENANT IN EXCESS OF SEVEN
2 DAYS, THE LANDLORD MAY ENTER THE DWELLING UNIT AT TIMES
3 REASONABLY NECESSARY.

4 (3) IF THE TENANT ABANDONS THE DWELLING UNIT, THE
5 LANDLORD SHALL MAKE REASONABLE EFFORTS TO RENT IT AT A FAIR
6 RENTAL. IF THE LANDLORD RENTS THE DWELLING UNIT FOR A TERM
7 BEGINNING BEFORE THE EXPIRATION OF THE RENTAL AGREEMENT, IT
8 TERMINATES AS OF THE DATE OF THE NEW TENANCY. IF THE LANDLORD
9 FAILS TO USE REASONABLE EFFORTS TO RENT THE DWELLING UNIT AT A
10 FAIR RENTAL OR IF THE LANDLORD ACCEPTS THE ABANDONMENT AS A
11 SURRENDER, THE RENTAL AGREEMENT IS DEEMED TO BE TERMINATED BY
12 THE LANDLORD AS OF THE DATE THE LANDLORD HAS NOTICE OF THE
13 ABANDONMENT. IF THE TENANCY IS FROM MONTH-TO-MONTH OR
14 WEEK-TO-WEEK, THE TERM OF THE RENTAL AGREEMENT FOR THIS PURPOSE
15 IS DEEMED TO BE A MONTH OR A WEEK, AS THE CASE MAY BE.

16 **38-12.5-411. Waiver of landlord's right to terminate.**
17 ACCEPTANCE OF RENT WITH KNOWLEDGE OF A DEFAULT BY THE TENANT
18 OR ACCEPTANCE OF PERFORMANCE BY HIM OR HER THAT VARIES FROM THE
19 TERMS OF THE RENTAL AGREEMENT CONSTITUTES A WAIVER OF THE
20 LANDLORD'S RIGHT TO TERMINATE THE RENTAL AGREEMENT FOR THAT
21 BREACH, UNLESS OTHERWISE AGREED AFTER THE BREACH HAS OCCURRED.

22 **38-12.5-412. Landlord liens - distress for rent.** (1) A LIEN OR
23 SECURITY INTEREST ON BEHALF OF THE LANDLORD IN THE TENANT'S
24 HOUSEHOLD GOODS IS NOT ENFORCEABLE UNLESS PERFECTED BEFORE THE
25 EFFECTIVE DATE OF THIS ARTICLE.

26 (2) DISTRAINT FOR RENT IS ABOLISHED.

27 **38-12.5-413. Remedy after termination.** IF THE RENTAL

1 AGREEMENT IS TERMINATED, THE LANDLORD HAS A CLAIM FOR POSSESSION
2 AND FOR RENT AND A SEPARATE CLAIM FOR ACTUAL DAMAGES FOR
3 BREACH OF THE RENTAL AGREEMENT AND REASONABLE ATTORNEY FEES
4 AS PROVIDED IN SECTION 38-12.5-408 (3).

5 **38-12.5-414. Recovery of possession limited.** A LANDLORD MAY
6 NOT RECOVER OR TAKE POSSESSION OF THE DWELLING UNIT BY ACTION OR
7 OTHERWISE, INCLUDING WILLFUL DIMINUTION OF SERVICES TO THE TENANT
8 BY INTERRUPTING OR CAUSING THE INTERRUPTION OF HEAT, RUNNING
9 WATER, HOT WATER, ELECTRIC, GAS, OR OTHER ESSENTIAL SERVICE TO THE
10 TENANT, EXCEPT IN CASE OF ABANDONMENT, SURRENDER, OR AS
11 PERMITTED IN THIS ARTICLE.

12 SUBPART 3

13 PERIODIC TENANCY - HOLDOVER - ABUSE OF ACCESS

14 **38-12.5-415. Periodic tenancy - holdover remedies.** (1) THE
15 LANDLORD OR THE TENANT MAY TERMINATE A WEEK-TO-WEEK TENANCY
16 BY A WRITTEN NOTICE GIVEN TO THE OTHER AT LEAST TEN DAYS BEFORE
17 THE TERMINATION DATE SPECIFIED IN THE NOTICE.

18 (2) THE LANDLORD OR THE TENANT MAY TERMINATE A
19 MONTH-TO-MONTH TENANCY BY A WRITTEN NOTICE GIVEN TO THE OTHER
20 AT LEAST SIXTY DAYS BEFORE THE PERIODIC RENTAL DATE SPECIFIED IN
21 THE NOTICE.

22 (3) IF THE TENANT REMAINS IN POSSESSION WITHOUT THE
23 LANDLORD'S CONSENT AFTER EXPIRATION OF THE TERM OF THE RENTAL
24 AGREEMENT OR ITS TERMINATION, THE LANDLORD MAY BRING AN ACTION
25 FOR POSSESSION AND IF THE TENANT'S HOLDOVER IS WILLFUL AND NOT IN
26 GOOD FAITH THE LANDLORD MAY ALSO RECOVER AN AMOUNT NOT MORE
27 THAN THREE MONTHS' PERIODIC RENT OR THREEFOLD THE ACTUAL

1 DAMAGES SUSTAINED BY THE LANDLORD, WHICHEVER IS GREATER, AND
2 REASONABLE ATTORNEY FEES. IF THE LANDLORD CONSENTS TO THE
3 TENANT'S CONTINUED OCCUPANCY, SECTION 38-12.5-114 (4) APPLIES.

4 **38-12.5-416. Landlord and tenant remedies for abuse of**
5 **access.** (1) IF THE TENANT REFUSES TO ALLOW LAWFUL ACCESS, THE
6 LANDLORD MAY OBTAIN INJUNCTIVE RELIEF TO COMPEL ACCESS, OR
7 TERMINATE THE RENTAL AGREEMENT. IN EITHER CASE THE LANDLORD
8 MAY RECOVER ACTUAL DAMAGES AND REASONABLE ATTORNEY FEES.

9 (2) IF THE LANDLORD MAKES AN UNLAWFUL ENTRY OR A LAWFUL
10 ENTRY IN AN UNREASONABLE MANNER OR MAKES REPEATED DEMANDS
11 FOR ENTRY OTHERWISE LAWFUL BUT WHICH HAVE THE EFFECT OF
12 UNREASONABLY HARASSING THE TENANT, THE TENANT MAY OBTAIN
13 INJUNCTIVE RELIEF TO PREVENT THE RECURRENCE OF THE CONDUCT OR
14 TERMINATE THE RENTAL AGREEMENT. IN EITHER CASE THE TENANT MAY
15 RECOVER ACTUAL DAMAGES NOT LESS THAN AN AMOUNT EQUAL TO ONE
16 MONTH'S RENT AND REASONABLE ATTORNEY FEES.

17 PART 5

18 RETALIATORY CONDUCT

19 **38-12.5-501. Retaliatory conduct prohibited.** (1) EXCEPT AS
20 PROVIDED IN THIS SECTION, A LANDLORD MAY NOT RETALIATE BY
21 INCREASING RENT OR DECREASING SERVICES OR BY BRINGING OR
22 THREATENING TO BRING AN ACTION FOR POSSESSION AFTER:

23 (a) THE TENANT HAS COMPLAINED TO A GOVERNMENTAL AGENCY
24 CHARGED WITH RESPONSIBILITY FOR ENFORCEMENT OF A BUILDING OR
25 HOUSING CODE OF A VIOLATION APPLICABLE TO THE PREMISES
26 MATERIALLY AFFECTING HEALTH AND SAFETY; OR

27 (b) THE TENANT HAS COMPLAINED TO THE LANDLORD OF A

1 VIOLATION UNDER SECTION 38-12.5-204; OR

2 (c) THE TENANT HAS ORGANIZED OR BECOME A MEMBER OF A
3 TENANT'S UNION OR SIMILAR ORGANIZATION.

4 (2) IF THE LANDLORD ACTS IN VIOLATION OF SUBSECTION (1) OF
5 THIS SECTION, THE TENANT IS ENTITLED TO THE REMEDIES PROVIDED IN
6 SECTION 38-12.5-407 AND HAS A DEFENSE IN ANY RETALIATORY ACTION
7 AGAINST HIM OR HER FOR POSSESSION. IN AN ACTION BY OR AGAINST THE
8 TENANT, EVIDENCE OF A COMPLAINT WITHIN ONE YEAR BEFORE THE
9 ALLEGED ACT OF RETALIATION CREATES A PRESUMPTION THAT THE
10 LANDLORD'S CONDUCT WAS IN RETALIATION. THE PRESUMPTION DOES NOT
11 ARISE IF THE TENANT MADE THE COMPLAINT AFTER NOTICE OF A PROPOSED
12 RENT INCREASE OR DIMINUTION OF SERVICES. "PRESUMPTION" MEANS
13 THAT THE TRIER OF FACT MUST FIND THE EXISTENCE OF THE FACT
14 PRESUMED UNLESS AND UNTIL EVIDENCE IS INTRODUCED WHICH WOULD
15 SUPPORT A FINDING OF ITS NONEXISTENCE.

16 (3) NOTWITHSTANDING SUBSECTIONS (1) AND (2) OF THIS SECTION,
17 A LANDLORD MAY BRING AN ACTION FOR POSSESSION IF:

18 (a) THE VIOLATION OF THE APPLICABLE BUILDING OR HOUSING
19 CODE WAS CAUSED PRIMARILY BY LACK OF REASONABLE CARE BY THE
20 TENANT, A MEMBER OF HIS OR HER FAMILY, OR OTHER PERSON ON THE
21 PREMISES WITH HIS OR HER CONSENT; OR

22 (b) THE TENANT IS IN DEFAULT IN RENT; OR

23 (c) COMPLIANCE WITH THE APPLICABLE BUILDING OR HOUSING
24 CODE REQUIRES ALTERATION, REMODELING, OR DEMOLITION WHICH
25 WOULD EFFECTIVELY DEPRIVE THE TENANT OF USE OF THE DWELLING UNIT.

26 (4) THE MAINTENANCE OF AN ACTION UNDER SUBSECTION (3) OF
27 THIS SECTION DOES NOT RELEASE THE LANDLORD FROM LIABILITY UNDER

1 SECTION 38-12.5-401 (2).

2 PART 6

3 EFFECTIVE DATE AND REPEALER

4 **38-12.5-601. Effective date.** THIS ARTICLE SHALL BECOME
5 EFFECTIVE ON SEPTEMBER 1, 2013. IT APPLIES TO RENTAL AGREEMENTS
6 ENTERED INTO OR EXTENDED OR RENEWED ON AND AFTER THAT DATE.

7 **38-12.5-602. Specific repealer.** PART 5 OF ARTICLE 12 OF THIS
8 TITLE IS REPEALED, EFFECTIVE SEPTEMBER 1, 2013.

9 **38-12.5-603. Savings clause.** TRANSACTIONS ENTERED INTO
10 BEFORE THE EFFECTIVE DATE OF THIS SECTION, AND NOT EXTENDED OR
11 RENEWED ON AND AFTER THAT DATE, AND THE RIGHTS, DUTIES, AND
12 INTERESTS FLOWING FROM THEM REMAIN VALID AND MAY BE
13 TERMINATED, COMPLETED, CONSUMMATED, OR ENFORCED AS REQUIRED
14 OR PERMITTED BY ANY STATUTE OR OTHER LAW AMENDED OR REPEALED
15 BY THIS ARTICLE AS THOUGH THE REPEAL OR AMENDMENT HAD NOT
16 OCCURRED.

17 **38-12.5-604. Severability.** IF ANY PROVISION OF THIS ARTICLE OR
18 THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE IS HELD
19 INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR
20 APPLICATION OF THIS ARTICLE WHICH CAN BE GIVEN EFFECT WITHOUT THE
21 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF
22 THIS ARTICLE ARE SEVERABLE.

23 **SECTION 2.** In Colorado Revised Statutes, 2-5-102, **add** (12) as
24 follows:

25 **2-5-102. Inclusions - nonstatutory.** (12) THERE SHALL BE
26 INCLUDED IN THE PUBLICATION OF THE "UNIFORM RESIDENTIAL
27 LANDLORD AND TENANT ACT" AS NONSTATUTORY MATTER, FOLLOWING

1 EACH AMENDED OR ADDED SECTION, THE FULL TEXT OF THE OFFICIAL
2 COMMENTS TO THAT SECTION CONTAINED IN THE 2011 OFFICIAL TEXT OF
3 THE "UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT" ISSUED BY
4 THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE
5 LAWS, WITH ANY CHANGES IN THE OFFICIAL COMMENTS TO CORRESPOND
6 TO COLORADO CHANGES IN THE "UNIFORM RESIDENTIAL LANDLORD AND
7 TENANT ACT". THE COMMENTS SHALL BE PREPARED BY THE REVISOR OF
8 STATUTES AND APPROVED FOR PUBLICATION BY THE COMMITTEE ON LEGAL
9 SERVICES.

10 **SECTION 3.** In Colorado Revised Statutes, 13-6-105, **amend** (1)
11 (f) as follows:

12 **13-6-105. Specific limits on civil jurisdiction.** (1) The county
13 court shall have no civil jurisdiction except that specifically conferred
14 upon it by law. In particular, it shall have no jurisdiction over the
15 following matters:

16 (f) Original proceedings for the issuance of injunctions, except as
17 provided in section 13-6-104 (5), EXCEPT AS PROVIDED IN ARTICLE 12.5
18 OF TITLE 38, C.R.S., except as required to enforce restrictive covenants on
19 residential property and to enforce the provisions of section 6-1-702.5,
20 C.R.S., and except as otherwise specifically authorized in this article or,
21 if there is no authorization, by rule of the Colorado supreme court.

22 **SECTION 4.** In Colorado Revised Statutes, 13-6-403, **amend** (2)
23 (h) (III) and (2) (h) (IV); and **add** (2) (h) (V) as follows:

24 **13-6-403. Jurisdiction of small claims court - limitations.**
25 (2) The small claims court shall have no jurisdiction except that
26 specifically conferred upon it by law. In particular, it shall have no
27 jurisdiction over the following matters:

1 (h) Actions involving injunctive relief, except as required to:
2 (III) Accomplish replevin; ~~and~~
3 (IV) Enter judgments in actions where a party seeks to enforce a
4 contract by specific performance or to disaffirm, avoid, or rescind a
5 contract; AND

6 (V) ENFORCE THE PROVISIONS OF ARTICLE 12.5 OF TITLE 38, C.R.S.
7 **SECTION 5.** In Colorado Revised Statutes, 13-40-107, **amend**
8 (1) (c) and (1) (d); and **add** (1) (c.3) and (1) (c .7) as follows:

9 **13-40-107. Notice to quit.** (1) A tenancy may be terminated by
10 notice in writing, served not less than the respective period fixed before
11 the end of the applicable tenancy, as follows:

12 (c) A tenancy of ~~one month or longer~~ THAN ONE MONTH but less
13 than six months, ten days;

14 (c.3) A MONTH-TO-MONTH TENANCY, SIXTY DAYS;

15 (c.7) A WEEK-TO-WEEK TENANCY, TEN DAYS;

16 (d) A tenancy of LONGER THAN one week ~~or longer~~ but less than
17 one month, or a tenancy at will, three days;

18 **SECTION 6.** In Colorado Revised Statutes, 38-12-103, **amend**
19 (1) and (3) (a); and **add** (8) as follows:

20 **38-12-103. Return of security deposit.** (1) A landlord shall,
21 within one month after the termination of a lease or surrender and
22 acceptance of the premises, whichever occurs last, return to the tenant the
23 full security deposit deposited with the landlord by the tenant. ~~unless the~~
24 ~~lease agreement specifies a longer period of time, but not to exceed sixty~~
25 ~~days.~~ No security deposit shall be retained to cover normal wear and tear.
26 In the event that actual cause exists for retaining any portion of the
27 security deposit, the landlord shall provide the tenant with a written

1 statement listing the exact reasons for the retention of any portion of the
2 security deposit. When the statement is delivered, it shall be accompanied
3 by payment of the difference between any sum deposited and the amount
4 retained. The landlord is deemed to have complied with this section by
5 mailing said statement and any payment required to the last known
6 address of the tenant. Nothing in this section shall preclude the landlord
7 from retaining the security deposit for nonpayment of rent, abandonment
8 of the premises, or nonpayment of utility charges, repair work, or cleaning
9 contracted for by the tenant.

10 (3) (a) The willful retention of a security deposit in violation of
11 this section shall render a landlord liable for treble the amount of that
12 portion of the security deposit wrongfully withheld from the tenant,
13 together with reasonable ~~attorneys'~~ ATTORNEY fees and court costs. ~~except~~
14 ~~that the tenant has the obligation to give notice to the landlord of his~~
15 ~~intention to file legal proceedings a minimum of seven days prior to filing~~
16 ~~said action.~~

17 (8) A LANDLORD MAY NOT DEMAND OR RECEIVE SECURITY,
18 HOWEVER DENOMINATED, IN AN AMOUNT OR VALUE IN EXCESS OF ONE
19 MONTH PERIODIC RENT.

20 **SECTION 7. Act subject to petition - effective date -**
21 **applicability.** (1) This act takes effect September 1, 2013; except that,
22 if a referendum petition is filed pursuant to section 1 (3) of article V of
23 the state constitution against this act or an item, section, or part of this act
24 within the ninety-day period after final adjournment of the general
25 assembly, then the act, item, section, or part will not take effect unless
26 approved by the people at the general election to be held in November
27 2012 and, in such case, will take effect on the date of the official

- 1 declaration of the vote thereon by the governor.
- 2 (2) The provisions of this act apply to rental agreements entered
- 3 into or extended or renewed on and after that date.