

Landlord Rights & Responsibilities

Duties & Responsibilities

- Landlords are required by law to make sure that their properties don't endanger life, health, or safety.
- Additionally, before your landlord rents out a house or apartment, it must have:
 - Running water and working plumbing at all times (except temporary disruptions to perform necessary repairs)
 - Reasonably clean common areas (no piled-up garbage)
 - No mice, rat, or insect infestations (please note that we have a separate handout with information about bedbugs)
 - Adequate outdoor trash cans and/or dumpsters with regular trash pick-up
 - Properly-maintained doors, stairways, elevators, and railings
 - Compliance with local building, fire, health, and housing codes
 - Water-tight roof, exterior walls, doors, and windows
 - Door locks on all exterior doors and windows that can open
 - Indoor heat that's properly maintained and functional from October to April
 - Electricity and proper wiring, including lights that are working properly and that complied with building codes that were in effect when they were installed
 - Accessible fire exits and points of egress (ways out of the building in an emergency)

- Proper ventilation, and cannot stop a tenant from installing a portable cooling device if they so wish
- A working elevator (only required if the tenants have a disability and can't use stairs)
- No mold that could threaten your health or safety, or ongoing dampness that might lead to mold
- Failure to provide anything in the above list can cause a property to be uninhabitable, and therefore violates the warranty of habitability
- Every rental agreement must include a statement in at least twelve-point, bold-faced type that states that every tenant is entitled to safe and healthy housing under Colorado's warranty of habitability and that a landlord is prohibited by law from retaliating against a tenant in any manner for reporting unsafe conditions in the tenant's residential premises, requesting repairs, or seeking to enjoy the tenant's right to safe and healthy housing
- Every rental agreement must include a statement in **English and Spanish** and in at least twelve-point, bold-faced type that states an address where a tenant can mail or personally deliver written notice of an uninhabitable condition and an e-mail address or accessible online tenant portal or platform where a tenant can deliver written notice of an uninhabitable condition.
- A landlord shall not:
 - (a) Demand, request, or collect information regarding the immigration or citizenship status of a tenant
 - (b) Disclose or threaten to disclose information regarding or relating to the immigration or citizenship status of a tenant to any person, entity, or immigration or law enforcement agency;
 - (c) Harass or intimidate a tenant or retaliate against a tenant for exercising the tenant's rights

- (d) Interfere with a tenant's rights, including influencing or attempting to influence a tenant to surrender possession of a dwelling unit or to not seek to occupy a dwelling unit based solely or in part on the immigration or citizenship status of the tenant;
- (e) Refuse to enter into a rental agreement or to approve a subtenancy, or to otherwise preclude a tenant from occupying a dwelling unit, based solely or in part on the immigration or citizenship status of the tenant; or
- (f) Bring an action to recover possession of a dwelling unit based solely or in part on the immigration or citizenship status of a tenant.

Rights

- If a tenant refuses to sign a new rental agreement with reasonable terms, the landlord may initiate a no-fault eviction of the tenant so long as the landlord:
 - Allows the tenant at least 90 days after receiving the written notice of the landlord's intent to terminate the tenancy
- If a tenant submits a rent payment late more than 2 times during the period of the rental agreement, the landlord may initiate a no-fault eviction of the tenant at the end of the term of the rental agreement so long as the landlord:
 - Allows the tenant at least 90 days to vacate and provides written notice of the landlord's intent to terminate the tenancy,
 - a rent payment qualifies as late if it is submitted more than 10 days after the day it is due
- Substantial repairs or renovations:
 - when a landlord plans to make substantial repairs or renovations to a residential premises, the landlord may initiate a no-fault eviction of a tenant of the

residential premises at the end of the term of the rental agreement so long as the landlord:

- Allows the tenant at least ninety days to vacate the premises
 - Provides the tenant proper service of a written notice
 - Provides the tenant an expected completion date and a general description of the substantial repairs or renovations to the residential premises;
 - Proceeds without unreasonable delay to effect the substantial repairs or renovations upon the landlord's recovery of possession of the residential premises; and
 - For any repairs or renovations expected to last less than 180 days, provides the tenant a written notice sent in a manner that the landlord typically uses to communicate with the tenant, which notice includes the expected completion date for the repairs or renovations. If, within 10 days after receiving the notice, the tenant notifies the landlord that the tenant wants to return to the residential premises, the landlord shall offer the tenant the first right of refusal to sign a new rental agreement with reasonable terms. If the tenant accepts the new rental agreement, the tenant has 30 days to occupy the residential premises unless the parties mutually agree on an extended timeline in writing.
- Demolition or conversion
 - When a landlord plans to demolish a residential premises, convert it to a nonresidential use, or convert it to a short-term rental property, the landlord may initiate a no-fault eviction of a tenant of the residential premises at the end of the term of the rental agreement so long as the landlord:
 - Allows the tenant at least ninety days to vacate the premises
 - Provides the tenant proper service of a written notice

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- Holdover tenant
 - Landlord has a right to evict if the tenant holds over and continues in possession of the property or premises, or any portion of the property or premises, after the expiration of the term for which the property or premises was leased or after the tenancy, at will or at sufferance, has been terminated by either party
- For a landlord to win against a tenant's claim of breach of the warranty of habitability, a landlord must demonstrate that:
 - (a) The tenant:
 - (I) Refused to provide or accept a proposed reasonable alternative date and time for entry into the dwelling unit;
 - (II) Unreasonably denied entry to the dwelling unit; or
 - (III) Engaged in any other action or inaction that unreasonably delayed or otherwise prevented the landlord from commencing, maintaining, or completing the repair/remedy; and
 - (b) The tenant's actions made it impracticable for the landlord to reasonably remedy the condition.

Exceptions to the Warranty of Habitability:

Housing Arrangements That Aren't Covered:

- Residence at a medical, educational, religious or similar institution
- Owners of a mobile home where the issue is with the mobile home park
- Hotel stays of less than 30 days
- Hunting cabins, fishing shanties, tents
- Housing used by the tenant for the purposes of farming or keeping livestock

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- Fraternities, sororities, and other social organizations
- Condo owners
- Housing for employees or independent contractors provided in exchange for performing work
- Single family home where the tenant agrees, in writing and signed by both parties, to be responsible for doing some (but not all) of the work required to maintain the property