

Tenant Rights & Responsibilities

Responsibilities

- Keep in mind that you also have some responsibilities in keeping your housing safe and sanitary. If you're an irresponsible tenant, your landlord might try to use your actions as grounds to evict you, or try to make you pay for any damage you cause.
- **You're required to:**
 - Tell your landlord if there is a problem. Let your landlord know about any habitability issues right away, preferably in writing. A sample notice is included with this packet.
 - Cooperate with your landlord whenever they're trying to make necessary repairs.
 - Comply with your duties under local housing, health and building codes.
 - Keep your home clean, safe, and sanitary.
 - Properly dispose of garbage, ashes, and other waste.
 - Use your utilities responsibly (including plumbing, heating, AC, restrooms, elevators, or other appliances).
 - Don't disturb the peace. Don't disrupt your neighbors' peaceful enjoyment of their homes.
 - Don't damage or destroy the property. You're responsible for the actions of your family and guests too. This includes damage done on purpose or on accident.
- **Example:** If there's mold in your bathroom, you're obligated to run the bathroom exhaust fan when you take a shower or bath, wipe down the shower regularly, and stop using any humidifiers. If that doesn't fix it, contact your landlord in writing as soon as possible.

Rights

- Every rental agreement must include a statement 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, 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** 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 can not stop a tenant from installing or using a portable cooling device if they wish to
- When coming to repair/ remedy a breach of the warranty of habitability the landlord must provide the tenant with written notice at least twenty-four hours in advance of entry to the dwelling unit if entry to the dwelling unit is necessary to commence or maintain remedial action; except that the landlord is not required to provide advance notice when the condition materially and imminently threatens an individual's life, health, or safety
- If the condition renders the dwelling temporarily uninhabitable during the repairs the landlord must provide alternative accommodations; either
 - (A) A comparable dwelling unit, as selected by the landlord, at no cost to the tenant; or
 - (B) A hotel room, as selected by the landlord, at no cost to the tenant
 - Must include a fridge and oven/stove or else a daily budget for meals
- A landlord can **not**:
 - (a) Demand, request, or collect information regarding or relating to 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 leave a dwelling unit or to not seek to occupy a dwelling unit based 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 stop a tenant from occupying a dwelling unit, based on the immigration status of the tenant; or
 - (f) Evict based on the immigration or citizenship status of a tenant.
- Colorado Antidiscrimination Act – Housing Practices
 - Landlords **cannot** refuse to show rental units to prospective tenants, deny access to rental units, or deny a lease based on disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, familial status, veteran or military status, religion, national origin, ancestry, or sources of income.

Any discriminatory housing practice violations must be filed within one year of the infraction at ccrd.colorado.gov/complaint-process

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
- 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