

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 25-0412.01 Shelby Ross x4510

HOUSE BILL 25-1168

HOUSE SPONSORSHIP

Lindsay and Espenosa,

SENATE SPONSORSHIP

Weissman,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING HOUSING PROTECTIONS FOR VICTIM-SURVIVORS OF**
102 **GENDER-BASED VIOLENCE.**

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>.)

As it relates to unlawful detention of real property, the bill expands current exceptions for tenants who are victims of domestic violence to include victims of unlawful sexual behavior, stalking, and domestic abuse (victim-survivor).

If domestic violence or domestic abuse was the cause of an alleged unlawful detention of real property, current law requires the tenant to

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.

HOUSE
Amended 2nd Reading
March 4, 2025

document the domestic violence or domestic abuse through a police report or a valid civil or emergency protection order (required documentation). The bill expands the required documentation to include a self-attestation affidavit or a letter signed by a qualified third party from whom the tenant sought assistance. If a tenant has been alleged to have committed unlawful detention of real property due to nonpayment or late payment of rent and the tenant has provided the landlord with the required documentation, the bill requires the landlord to offer the tenant a repayment plan no later than 48 hours after serving a demand for unpaid rent or no later than 48 hours after receiving the required documentation.

If a landlord has written or actual notice that a tenant is a victim-survivor, the bill requires the landlord to perfect service only through personal service to the tenant.

The bill requires court records related to unlawful detention of real property to remain suppressed if a defendant asserts as a defense that the defendant is a victim-survivor and provides the required documentation. The bill makes changes to certain court procedures as the procedures relate to victim-survivors.

If a tenant who is a victim-survivor terminates a lease and provides the required documentation, the tenant is not liable for damage to the dwelling unit caused by the responsible party or during the course of an incident of unlawful sexual behavior, stalking, domestic violence, or domestic abuse. The bill requires the tenant to pay no more than one month's rent following vacation only if the landlord has incurred economic damages as a direct result of the early termination and the landlord has provided documentation of the economic damages to the tenant within 30 days after termination of the agreement.

The bill prohibits a landlord from assigning a debt allegedly owed by a tenant who is a victim-survivor to a third-party debt collector unless the landlord complies with the requirement to provide the tenant with documentation of the economic damages incurred by the landlord and provides at least 90 days' written notice to the tenant.

If a tenant provides notice to the landlord that the tenant is a victim-survivor and provides the required documentation, the bill prohibits the landlord from preventing the tenant from changing the locks and prohibits the landlord from imposing fees on, taking any adverse action against, or otherwise retaliating against the tenant for changing the locks or taking other reasonable safety precautions. The bill authorizes a tenant to bring a civil action against a landlord for violating this provision.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1. Legislative declaration.** (1) The general assembly

1 finds and declares that:

2 (a) Subordination, misuse of power, and controlling behavior are
3 common forms of gender-based violence. This abuse and violence can
4 happen between intimate partners, family members, or outside a
5 preexisting relationship and can include unlawful sexual behavior,
6 stalking, domestic violence, and domestic abuse.

7 (b) Gender-based violence is a leading cause of statewide housing
8 instability. In 2023 in the Denver-metro area and throughout Colorado's
9 54 rural and non-metro counties, approximately 11% of people
10 experiencing homelessness reported fleeing domestic violence, and 1,265
11 statewide reported being a victim-survivor of domestic violence.

12 (c) Gender-based violence both imperils a victim-survivor's
13 existing safe housing and exposes those victim-survivors who are
14 experiencing housing instability to further abusive tactics.
15 Victim-survivors are left to navigate housing insecurity in the immediate
16 aftermath of violence in order to escape danger, often while they are
17 isolated from support networks and services needed to locate and pay for
18 stable housing and to protect their legal rights.

19 (d) Safe and stable housing is essential to a victim-survivor's
20 ability to leave an abusive relationship. Often, an abuser relies on
21 coercive emotional, physical, and financial control to prevent a
22 victim-survivor from leaving the shared home, or the abuser weaponizes
23 knowledge of the victim-survivor's home address to continue the abuse.
24 In addition to the physical benefits housing provides, a stable and
25 independent home also contributes to a victim-survivor's sense of
26 autonomy and psychological and emotional well-being.

27 (e) Gender-based violence perpetuates cycles of poverty and

1 imperils a victim-survivor's economic stability by endangering or
2 preventing employment, decimating credit history, and depleting the
3 victim-survivor's available money. Consequently, many victim-survivors
4 in Colorado face eviction when the victim-survivor is unable to pay rent.

5 (2) Therefore, the general assembly intends to preserve
6 victim-survivors' due process rights, safety, and housing stability with
7 laws that can be interpreted and construed broadly.

8 **SECTION 2.** In Colorado Revised Statutes, 13-40-104, **amend**
9 (4) and (5); **add** (6); and **repeal** (1)(j)(III) as follows:

10 **13-40-104. Unlawful detention defined - definitions - repeal.**

11 (1) A person has committed an unlawful detention of real property in the
12 following cases:

13 (j) (III) ~~It shall not constitute a nuisance or disturbance for~~
14 ~~purposes of this subsection (1)(j) if a victim of domestic violence is being~~
15 ~~accused of causing a disturbance or nuisance as a direct result of being a~~
16 ~~victim of domestic violence. This exception applies only to victims of~~
17 ~~domestic violence and not to perpetrators.~~

18 (4) (a) ~~It shall not constitute~~ IS NOT an unlawful detention of real
19 property as described in ~~paragraph (d.5), (e), or (e.5) of subsection (1)~~
20 ~~SUBSECTION (1)(d), (1)(d.5), (1)(e), (1)(e.5), OR (1)(j) of this section if the~~
21 ~~tenant or lessee is the victim of~~ A VICTIM-SURVIVOR OF UNLAWFUL
22 SEXUAL BEHAVIOR, STALKING, domestic violence, ~~as that term is defined~~
23 ~~in section 18-6-800.3, C.R.S., or of domestic abuse, as that term is~~
24 ~~defined in section 13-14-101, (2),~~ which UNLAWFUL SEXUAL BEHAVIOR,
25 STALKING, domestic violence, or domestic abuse was the cause of,
26 CONTRIBUTED TO, or resulted in the alleged unlawful detention and which
27 UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic

1 abuse has been documented by AT LEAST ONE OF the following:

2 (I) A police report; ~~or~~

3 (II) A valid civil, CRIMINAL, or emergency protection order OR
4 RESTRAINING ORDER ISSUED PURSUANT TO ARTICLE 14 OR ARTICLE 14.5
5 OF TITLE 13 OR SECTION 18-1-1001;

6 (III) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT
7 IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,
8 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF
9 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
10 DOMESTIC ABUSE IS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN THE
11 ALLEGED UNLAWFUL DETENTION OF REAL PROPERTY DESCRIBED IN
12 SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS SECTION; OR

13 (IV) (A) A LETTER SIGNED BY A QUALIFIED THIRD PARTY,
14 INCLUDING, BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER
15 OF A VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL
16 WORKER, A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL
17 HEALTH PROVIDER, AS DEFINED IN SECTION 38-12-401, FROM WHOM A
18 TENANT HAS SOUGHT ASSISTANCE RELATING TO UNLAWFUL SEXUAL
19 BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE. THE
20 LETTER MUST STATE THAT THE QUALIFIED THIRD PARTY BELIEVES THAT
21 THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC
22 VIOLENCE, OR DOMESTIC ABUSE OCCURRED AND IS THE CAUSE OF,
23 CONTRIBUTED TO, OR RESULTED IN THE ALLEGED UNLAWFUL DETENTION
24 DESCRIBED IN SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS
25 SECTION.

26 (B) IF A LANDLORD RECEIVES DOCUMENTATION PURSUANT TO THIS
27 SUBSECTION (4)(a) THAT CONTAINS CONFLICTING INFORMATION, THE

1 LANDLORD MAY REQUIRE A TENANT TO SUBMIT A LETTER SIGNED BY A
2 QUALIFIED THIRD-PARTY PURSUANT TO SUBSECTION (4)(a)(IV)(A) OF THIS
3 SECTION.

4 (b) A person is not guilty of an unlawful detention of real property
5 pursuant to ~~paragraph (a) of this subsection (4)~~ SUBSECTION (4)(a) OF THIS
6 SECTION, INCLUDING FOR NONPAYMENT OF RENT, IF THE TENANT AGREES
7 TO AND REMAINS COMPLIANT WITH THE REQUIREMENTS DESCRIBED IN
8 SUBSECTION (4)(e) OF THIS SECTION AND if the alleged violation of the
9 rental or lease agreement ~~is a result of~~ WAS CAUSED BY OR RESULTED
10 FROM UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or
11 domestic abuse against the tenant or lessee.

12 (c) A rental, lease, or other ~~such agreement shall~~ MUST not contain
13 a waiver ~~by the tenant or lessee~~ of the protections provided in this
14 subsection (4).

15 (d) ~~Nothing in~~ This subsection (4) ~~shall~~ DOES NOT prevent the
16 landlord from seeking judgment for possession against the tenant or
17 lessee of the premises who ~~perpetuated~~ IS RESPONSIBLE FOR the
18 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC violence, or
19 DOMESTIC abuse that was the cause of, CONTRIBUTED TO, or resulted in
20 the alleged unlawful detention OF REAL PROPERTY.

21 (e) (I) (A) IF THE TENANT HAS BEEN ALLEGED TO HAVE
22 COMMITTED UNLAWFUL DETENTION OF REAL PROPERTY DUE TO
23 NONPAYMENT OR LATE PAYMENT OF RENT AND THE TENANT HAS
24 PROVIDED DOCUMENTATION PURSUANT TO SUBSECTION (4)(a) OF THIS
25 SECTION THAT THE TENANT IS A VICTIM-SURVIVOR, THE LANDLORD SHALL
26 OFFER THE TENANT A REPAYMENT PLAN NO LATER THAN FORTY-EIGHT
27 HOURS AFTER SERVING A DEMAND FOR UNPAID RENT OR NO LATER THAN

1 FORTY-EIGHT HOURS AFTER RECEIVING THE DOCUMENTATION DESCRIBED
2 IN SUBSECTION (4)(a) OF THIS SECTION, WHICHEVER IS LATER. THE TENANT
3 MAY ACCEPT A REPAYMENT PLAN AT ANY POINT PRIOR TO AN ORDER OF
4 JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES; EXCEPT THAT
5 A TENANT MAY ACCEPT A REPAYMENT PLAN AFTER AN ORDER OF
6 JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES IF THE
7 LANDLORD OFFERS THE REPAYMENT PLAN AFTER THE ORDER IS ENTERED
8 OR LESS THAN FORTY-EIGHT HOURS PRIOR TO THE ENTRY OF THE
9 JUDGMENT AND IF THE TENANT ACCEPTS THE REPAYMENT PLAN AND
10 EITHER PARTY NOTIFIES THE COURT BY MOTION, THE COURT MUST VACATE
11 THE ORDER. IF EITHER PARTY NOTIFIES A COURT THAT THE PARTIES HAVE
12 AGREED UPON A REPAYMENT PLAN, THE COURT SHALL NOT ENTER AN
13 ORDER OF JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES
14 DURING THE PENDENCY OF A REPAYMENT PLAN, EXCEPT AS PROVIDED IN
15 SUBSECTION (4)(e)(I)(B) OF THIS SECTION. A LANDLORD'S FAILURE TO
16 OFFER A REPAYMENT PLAN PURSUANT TO THIS SUBSECTION (4)(e)(I)(A) IS
17 AN AFFIRMATIVE DEFENSE TO AN ACTION FOR UNLAWFUL DETAINER. THE
18 REPAYMENT PLAN MUST BE STRUCTURED AT THE TENANT'S DISCRETION
19 AND MUST INCLUDE, AT A MINIMUM, A REQUIREMENT THAT THE TENANT
20 PAY THE FULL REPAYMENT OF ALL LAWFULLY OWED RENT AND MAKE
21 PAYMENTS ON A MONTHLY BASIS, AND THE REPAYMENT PLAN MUST
22 INCLUDE THE AMOUNT THAT MUST BE PAID ON A MONTHLY BASIS. THE
23 REPAYMENT PLAN MUST NOT EXCEED TWELVE MONTHS FROM THE DATE
24 THE PLAN IS ESTABLISHED.

25 (B) THE TENANT SHALL MAKE PAYMENTS ACCORDING TO THE
26 REPAYMENT PLAN SCHEDULE. ANY PAYMENT MADE MORE THAN FOURTEEN
27 DAYS AFTER THE DATE AGREED UPON FOR EACH PAYMENT INSTALLMENT

1 IS UNTIMELY. IF A TENANT FAILS TO MAKE A PAYMENT OR MAKES THREE
2 OR MORE UNTIMELY PAYMENTS, THE LANDLORD MAY SERVE, NO SOONER
3 THAN TEN DAYS AFTER THE PAYMENT IS UNTIMELY OR IS NOT MADE, THE
4 TENANT WITH A NOTICE OF DEFAULT DEMANDING PAYMENT OF ALL RENT
5 THAT REMAINS LAWFULLY OWED A PAYMENT THAT IS NOT MADE BEFORE
6 THE NEXT MONTHLY PAYMENT IS DUE CONSTITUTES A FAILURE TO MAKE
7 A PAYMENT. IF THE TENANT FAILS TO MAKE THE PAYMENT OF ALL
8 REMAINING RENT WITHIN TEN DAYS, THE LANDLORD MAY FILE A MOTION
9 FOR JUDGMENT FOR POSSESSION. IN AN ACTION FOR JUDGMENT FOR
10 POSSESSION, THE TENANT MAY ASSERT ANY AVAILABLE DEFENSES FOR
11 NONPAYMENT OF RENT THAT MAY BE APPLICABLE.

12 (C) A LANDLORD SHALL NOT CHARGE A TENANT ANY FEES,
13 INTEREST, OR PENALTIES ASSOCIATED WITH A REPAYMENT PLAN.

14 (II) IF A TENANT HAS SATISFIED THE DOCUMENTATION
15 REQUIREMENTS DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION AND
16 THE TENANT RELINQUISHES POSSESSION OF THE PROPERTY, THE TENANT IS
17 ENTITLED TO REPAY ANY LAWFULLY OWED RENT AND IS ENTITLED TO ANY
18 OTHER PROTECTIONS AVAILABLE PURSUANT TO SUBSECTION (4)(e)(I) OF
19 THIS SECTION, AND THE LANDLORD SHALL NOT PURSUE A CLAIM FOR
20 MONETARY DAMAGES UNLESS THE TENANT HAS FAILED TO COMPLY WITH
21 THE TERMS OF THE REPAYMENT PLAN.

22 (5) As used in this section, unless the context otherwise requires:

23 (a) "DOMESTIC ABUSE" HAS THE SAME MEANING AS SET FORTH IN
24 SECTION 38-12-401.

25 (b) "DOMESTIC VIOLENCE" HAS THE SAME MEANING AS SET FORTH
26 IN SECTION 38-12-401.

27 (a) (c) "Employer-provided housing agreement" means a

1 residential tenancy agreement between an employee and an employer
2 when the employer or an affiliate of the employer acts as a landlord.

3 ~~(b)~~ (d) "Exempt residential agreement" means a residential
4 agreement leasing a single family home by a landlord who owns five or
5 fewer single family rental homes and who provides notice in the
6 agreement that a ten-day notice period required pursuant to this section
7 does not apply to the tenancy entered into pursuant to the agreement.

8 (e) "STALKING" HAS THE SAME MEANING AS SET FORTH IN SECTION
9 38-12-401.

10 (f) "UNLAWFUL SEXUAL BEHAVIOR" HAS THE SAME MEANING AS
11 SET FORTH IN SECTION 38-12-401.

12 (g) "VICTIM-SURVIVOR" HAS THE SAME MEANING AS SET FORTH IN
13 SECTION 38-12-401.

14 (6) (a) IF THE PROVISIONS OF HOUSE BILL 25-1168 ENACTED IN
15 2025 REQUIRE THE JUDICIAL DEPARTMENT TO MAKE CHANGES TO ANY
16 FORMS, THE JUDICIAL DEPARTMENT SHALL COMPLETE THE CHANGES TO
17 FORMS AND HAVE THE NEW FORMS AVAILABLE NO LATER THAN AUGUST,
18 6, 2025.

19 (b) THIS SUBSECTION (6) REPEALS, EFFECTIVE JULY 1, 2026.

20 **SECTION 3.** In Colorado Revised Statutes, 13-40-106, **add** (4)
21 as follows:

22 **13-40-106. Written demand.** (4) IF THE DEMAND OR NOTICE
23 REQUIRED BY SECTION 13-40-104 OR 38-12-1303 INCLUDES A DEMAND
24 FOR UNPAID RENT, THE DEMAND OR NOTICE MUST INCLUDE A STATEMENT
25 THAT IF THE TENANT HAS EXPERIENCED UNLAWFUL SEXUAL BEHAVIOR,
26 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE THAT HAS CAUSED
27 THE TENANT TO MISS A RENT PAYMENT, THE TENANT MAY PROVIDE THE

1 LANDLORD WITH DOCUMENTATION OF THE UNLAWFUL SEXUAL BEHAVIOR,
2 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND IS ENTITLED TO
3 A REPAYMENT PLAN THAT ALLOWS THE TENANT TO REPAY THE UNPAID
4 RENT OVER A PERIOD OF TIME NOT TO EXCEED TWELVE MONTHS.

5 **SECTION 4.** In Colorado Revised Statutes, 13-40-107.5, **amend**
6 (5)(c); and **add** (1)(e) as follows:

7 **13-40-107.5. Termination of tenancy for substantial violation**
8 **- definition - legislative declaration.** (1) The general assembly finds and
9 declares that:

10 (e) A TENANT WHO EXPERIENCES UNLAWFUL SEXUAL BEHAVIOR,
11 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE IS NOT RESPONSIBLE
12 FOR THE ACTS OF THE RESPONSIBLE PARTY, ESPECIALLY WHEN THE
13 RESPONSIBLE PARTY EXERCISES CONTROL OVER THE TENANT, AND THE
14 TENANT MUST NOT BE UNFAIRLY PENALIZED OR SUFFER THE UNDUE LOSS
15 OF HOUSING DUE TO THE ACTS OF THE RESPONSIBLE PARTY.

16 (5) (c) (I) ~~The~~ A landlord ~~shall~~ DOES not have a basis for
17 possession ~~under~~ PURSUANT TO this section if the tenant or lessee is the
18 ~~victim~~ VICTIM-SURVIVOR of UNLAWFUL SEXUAL BEHAVIOR, STALKING,
19 domestic violence, ~~as that term is defined in section 18-6-800.3, C.R.S.,~~
20 ~~or of domestic abuse, as that term is defined in section 13-14-101 (2),~~
21 which UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or
22 domestic abuse was the cause of, CONTRIBUTED TO, or resulted in the
23 alleged substantial violation and ~~which~~ THE UNLAWFUL SEXUAL
24 BEHAVIOR, STALKING, domestic violence, or domestic abuse has been
25 documented pursuant to ~~the provisions set forth in~~ section 13-40-104 (4).

26 (II) ~~Nothing in this paragraph (c) shall~~ THIS SUBSECTION (5)(c)
27 DOES NOT prevent ~~the~~ A landlord from seeking possession against a tenant

1 or lessee of the premises who ~~perpetuated~~ IS RESPONSIBLE FOR the
2 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC violence, or
3 DOMESTIC abuse that was the cause of, CONTRIBUTED TO, or resulted in
4 the alleged substantial violation.

5 **SECTION 5.** In Colorado Revised Statutes, **amend** 13-40-108 as
6 follows:

7 **13-40-108. Service of notice to vacate or demand.** (1) EXCEPT
8 AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, a written notice to
9 vacate or demand as required by section 13-40-104, 38-12-202,
10 38-12-204, or 38-12-1303 may be served by delivering a copy of the
11 notice to a known tenant occupying the premises, or by leaving ~~such~~ THE
12 copy with ~~some~~ A person OR a member of the tenant's family ~~above the~~
13 ~~age of fifteen years~~ WHO IS OLDER THAN FIFTEEN YEARS OF AGE, residing
14 on or in charge of the premises, or, in case no one is on the premises after
15 attempts at personal service at least once on two separate days, by posting
16 the copy in ~~some~~ A conspicuous place on the premises.

17 (2) IF A TENANT PROVIDES THE LANDLORD WITH WRITTEN OR
18 ACTUAL NOTICE THAT THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL
19 SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE,
20 THE LANDLORD SHALL ONLY PERFECT SERVICE DESCRIBED IN SUBSECTION
21 (1) OF THIS SECTION THROUGH PERSONAL SERVICE TO THE TENANT WHO
22 PROVIDED THE WRITTEN OR ACTUAL NOTICE.

23 **SECTION 6.** In Colorado Revised Statutes, 13-40-110, **add** (3.5)
24 as follows:

25 **13-40-110. Action - how commenced - report.** (3.5) IF THE
26 TENANT PROVIDES WRITTEN OR ACTUAL NOTICE TO THE LANDLORD THAT
27 THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR,

1 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, AND THE TENANT
2 CONSENTS TO THE LANDLORD SHARING THE INFORMATION WITH THE
3 COURT, THE LANDLORD SHALL DISCLOSE THE INFORMATION ON THE
4 COMPLAINT OR WITH THE RETURN OF SERVICE FILED WITH THE COURT.

5 **SECTION 7.** In Colorado Revised Statutes, 13-40-110.5, **amend**
6 (3) as follows:

7 **13-40-110.5. Automatic suppression of court records -**
8 **definition.** (3) (a) EXCEPT AS PROVIDED IN SUBSECTION (3)(b) OF THIS
9 SECTION, when an order granting the plaintiff possession of the premises
10 is entered in an action to which this section applies, the record is no
11 longer a suppressed court record and the court shall make the record
12 available to the public unless the parties to the action agree that the record
13 ~~should~~ remain suppressed. If the parties agree that the record ~~should~~
14 remain suppressed, the record remains a suppressed court record.

15 

16 (b) A DEFENDANT WHO IS A VICTIM-SURVIVOR PURSUANT TO
17 SECTION 13-40-104 MAY FILE A MOTION OR PETITION TO SUPPRESS A
18 COURT RECORD RELATED TO AN ACTION FOR POSSESSION OR TO MAINTAIN
19 A RECORD AS SUPPRESSED IF THE RECORD IS CURRENTLY SUPPRESSED,
20 INCLUDING A RECORD THAT PREDATES THE EFFECTIVE DATE OF THIS
21 SECTION. UPON RECEIVING A MOTION OR PETITION TO SUPPRESS, THE
22 COURT SHALL SUPPRESS, OR CONTINUE TO SUPPRESS, ANY RELATED
23 RECORDS, INCLUDING A JUDGMENT FOR POSSESSION IF ONE IS ENTERED, IF
24 A TENANT PROVIDES ONE OR MORE OF THE DOCUMENTS DESCRIBED IN
25 SECTION 13-40-104 (4)(a) AND ASSERTS THAT PUBLIC ACCESS TO THE
26 RECORDS POSES A RISK TO THE DEFENDANT'S SAFETY OR THE SAFETY OF A
27 FAMILY MEMBER OF THE DEFENDANT'S HOUSEHOLD.

1 **SECTION 8.** In Colorado Revised Statutes, 13-40-111, **amend**
2 (6)(b); and **add** (6)(d) and (6)(e) as follows:

3 **13-40-111. Issuance and return of summons.** (6) A summons
4 issued pursuant to this section must also contain:

5 (b) A form that allows either party to request all documents in the
6 landlord's and tenant's possession relevant to the current action; ~~and~~

7 (d) A STATEMENT, IN BOLD-FACED TYPE, THAT INFORMS THE
8 DEFENDANT THAT IF THE DEFENDANT HAS EXPERIENCED UNLAWFUL
9 SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE
10 THAT WAS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN AN ALLEGED
11 LEASE VIOLATION THAT IS THE SUBJECT OF THE ACTION FOR POSSESSION,
12 A DEFENSE MAY EXIST AND THE TENANT MAY BE ENTITLED TO A
13 REPAYMENT PLAN PURSUANT TO SECTION 13-40-104 (4)(e) FOR ANY RENT
14 THAT REMAINS LAWFULLY OWED; AND

15 (e) INFORMATION ABOUT HOW TO ENROLL IN THE ADDRESS
16 CONFIDENTIALITY PROGRAM PURSUANT TO PART 21 OF ARTICLE 30 OF
17 TITLE 24.

18 **SECTION 9.** In Colorado Revised Statutes, 13-40-112, **amend**
19 (1) and (2) as follows:

20 **13-40-112. Service.** (1) ~~Such~~ A summons may be served by
21 personal service as in any civil action. A copy of the complaint must be
22 served with the summons. IF A DEFENDANT PROVIDES THE PLAINTIFF WITH
23 WRITTEN OR ACTUAL NOTICE THAT THE DEFENDANT IS A VICTIM-SURVIVOR
24 OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
25 DOMESTIC ABUSE, THE PLAINTIFF SHALL ONLY PERFECT SERVICE THROUGH
26 PERSONAL SERVICE TO THE DEFENDANT WHO PROVIDED THE WRITTEN OR
27 ACTUAL NOTICE.

1 (2) EXCEPT AS PROVIDED IN SUBSECTION (1) OF THIS SECTION, if
2 personal service cannot be ~~had~~ MADE upon the defendant by a person
3 qualified under the Colorado rules of civil procedure to serve process,
4 after having made diligent effort to make ~~such~~ THE personal service, ~~such~~
5 THE person may make service by posting a copy of the summons and the
6 complaint in some conspicuous place upon the premises. In addition,
7 ~~thereto~~, the plaintiff shall mail, no later than the next business day
8 following the day on which ~~he or she~~ THE PLAINTIFF files the complaint,
9 a copy of the summons, or, in the event that an alias summons is issued,
10 a copy of the alias summons, and a copy of the complaint to the defendant
11 at the premises by postage prepaid, first-class mail.

12 **SECTION 10.** In Colorado Revised Statutes, 13-40-113, **amend**
13 (1), (2), and (4)(a); and **add** (4)(a.5) as follows:

14 **13-40-113. Answer of defendant - additional and amended**
15 **pleadings.** (1) (a) The defendant shall file with the court, at or before the
16 day specified for the defendant's appearance in the summons, an answer
17 in writing. The defendant's answer must set forth the grounds on which
18 the defendant bases the defendant's claim for possession, admitting or
19 denying all of the material allegations of the complaint, and presenting
20 every defense ~~which~~ THAT then exists and upon which the defendant
21 intends to rely, either by including the same in the defendant's answer or
22 by simultaneously filing motions setting forth ~~every such~~ EACH defense.

23 (b) IF THE DEFENDANT ASSERTS BY MOTION THAT THE DEFENDANT
24 DID NOT TIMELY FILE AN ANSWER IN WRITING BECAUSE THE DEFENDANT
25 IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,
26 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND DID NOT RECEIVE OR HAVE
27 A REASONABLE OPPORTUNITY TO REVIEW THE SUMMONS AND COMPLAINT

1 OR THE DEFENDANT WAS OTHERWISE UNABLE TO APPEAR, THE COURT
2 SHALL RELIEVE THE DEFENDANT FROM FINAL JUDGMENT AND VACATE ANY
3 JUDGMENT OR WRIT OF RESTITUTION THAT MAY HAVE BEEN ISSUED AND
4 PROVIDE THE DEFENDANT WITH A REASONABLE AMOUNT OF TIME, NO LESS
5 THAN SEVEN DAYS, TO SUBMIT AN ANSWER TO THE COMPLAINT.

6 (2) The court for good cause may permit the filing of additional
7 and amended pleadings if it will not result in a delay prejudicial to the
8 defendant. IF THE DEFENDANT ASSERTS A DEFENSE DESCRIBED IN SECTION
9 13-40-104 (4)(a), THE COURT SHALL PERMIT THE FILING OF ADDITIONAL
10 AND AMENDED PLEADINGS.

11 (4) After an answer is provided to the court pursuant to this
12 section:

13 (a) The court shall set a date for trial no sooner than seven DAYS,
14 but not more than ten days, after the answer is filed, unless the defendant
15 requests a waiver of ~~this~~ THE requirement in the defendant's answer or
16 after filing an answer; except that a court may extend beyond ten days if
17 either party demonstrates good cause for an extension, if the court
18 otherwise finds justification for the extension, or if a party participating
19 remotely pursuant to section 13-40-113.5 was disconnected and unable
20 to reestablish connection. The requirement set forth in this subsection
21 (4)(a) does not apply to a forcible entry and detainer petition that alleges
22 a substantial violation, as defined in section 13-40-107.5 (3), or
23 terminates a tenancy pursuant to section 38-12-203 (1)(f), UNLESS THE
24 ALLEGED SUBSTANTIAL VIOLATION OR TERMINATION OF TENANCY IS A
25 RESULT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC
26 VIOLENCE, OR DOMESTIC ABUSE, PROVIDED THAT THE COURT HAS BEEN
27 MADE AWARE THAT THE TENANT IS A VICTIM-SURVIVOR.

1 (a.5) IF A DEFENDANT IN AN ACTION FILED PURSUANT TO THIS
2 ARTICLE 40 ASSERTS A DEFENSE DESCRIBED IN SECTION 13-40-104 (4)(a)
3 AND REQUESTS AN EXTENSION OF A SCHEDULED TRIAL DATE, THE COURT
4 SHALL FIND GOOD CAUSE EXISTS TO EXTEND THE TRIAL DATE BEYOND TEN
5 DAYS AFTER THE ANSWER IS FILED AND SHALL MAKE ALL REASONABLE
6 EFFORTS TO SCHEDULE THE TRIAL DATE TO ACCOMMODATE ANY SAFETY
7 CONCERNS RAISED BY THE DEFENDANT REQUESTING THE EXTENSION.

8 **SECTION 11.** In Colorado Revised Statutes, 13-40-115, **amend**
9 (4) introductory portion as follows:

10 **13-40-115. Judgment - writ of restitution - cure period.** (4) A
11 landlord who provides a tenant with proper notice of nonpayment shall
12 accept payment of the tenant's full payment of all amounts LAWFULLY due
13 according to the notice, as well as any rent that remains due under the
14 rental agreement OR THAT REMAINS DUE PURSUANT TO A REPAYMENT
15 PLAN ESTABLISHED PURSUANT TO SECTION 13-40-104 (4)(e), at any time
16 until a judge issues a judgment for possession pursuant to subsection (1)
17 or (2) of this section. A tenant may pay this amount to either the landlord
18 or to the court. Once a court has confirmation that the full amount has
19 been timely paid, the court shall:

20 **SECTION 12.** In Colorado Revised Statutes, 13-40-122, **amend**
21 (1)(a) introductory portion; and **add** (1)(a.5) as follows:

22 **13-40-122. Writ of restitution after judgment - definitions.**
23 (1) (a) EXCEPT AS PROVIDED IN SUBSECTION (1)(a.5) OF THIS SECTION, a
24 court shall not issue a writ of restitution upon any judgment entered in
25 any action pursuant to this article 40 until forty-eight hours after the time
26 of the entry of the judgment. If the writ of restitution concerns a
27 residential tenant who receives supplemental security income, social

1 security disability insurance under Title II of the federal "Social Security
2 Act", 42 U.S.C. sec. 401 et seq., as amended, or cash assistance through
3 the Colorado works program created in part 7 of article 2 of title 26, the
4 writ must specify that the writ is not executable for thirty days after entry
5 of judgment pursuant to subsection (1)(b) of this section; except in the
6 case:

7 (a.5) IF THE WRIT OF RESTITUTION CONCERNS A RESIDENTIAL
8 TENANT WHO ASSERTS A DEFENSE PURSUANT TO SECTION 13-40-104 (4)(a)
9 AND PROVIDES THE REQUIRED DOCUMENTATION, ANY FILING SUBMITTED
10 BY THE PLAINTIFF THAT REQUESTS A WRIT MUST INCLUDE A STATEMENT
11 THAT IDENTIFIES THE DEFENDANT AS A VICTIM-SURVIVOR OF UNLAWFUL
12 SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE,
13 AND A STATEMENT SPECIFYING THAT THE WRIT IS NOT EXECUTABLE FOR
14 THIRTY DAYS AFTER ENTRY. IF THE WRIT OF RESTITUTION IS GRANTED BY
15 THE COURT, THE WRIT MUST NOT BE EXECUTABLE FOR THIRTY DAYS AFTER
16 ENTRY OF JUDGMENT AND MUST BE EXECUTED BY THE OFFICER IN THE
17 DAYTIME BETWEEN SUNRISE AND SUNSET.

18 **SECTION 13.** In Colorado Revised Statutes, 38-12-103, **amend**
19 (1) 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~~ A LANDLORD SHALL NOT RETAIN THE security deposit ~~shall be~~
26 ~~retained~~ to cover normal wear and tear. IF A TENANT TERMINATES THE
27 LEASE PURSUANT TO SECTION 38-12-402 (2)(a) AND PROVIDES THE

1 DOCUMENTATION REQUIRED PURSUANT TO SECTION 38-12-402 (2)(a.5),
2 THE TENANT IS NOT LIABLE FOR DAMAGE TO THE DWELLING UNIT CAUSED
3 BY THE RESPONSIBLE PARTY OR DURING THE COURSE OF AN INCIDENT OF
4 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
5 DOMESTIC ABUSE, AND ANY AMOUNT OF MONEY THAT THE LANDLORD
6 RETAINS FROM THE SECURITY DEPOSIT MUST COMPLY WITH SECTION
7 38-12-402 (2)(b). In the event that actual cause exists for retaining any
8 portion of the security deposit, the landlord shall provide the tenant with
9 a written statement listing the exact reasons for the retention of any
10 portion of the security deposit. When the statement is delivered, it ~~shall~~
11 MUST be accompanied by payment of the difference between any sum
12 deposited and the amount retained. ~~The~~ A landlord is deemed to have
13 complied with this section by mailing ~~said~~ THE statement and any
14 payment required to the last-known address of the tenant. ~~Nothing in~~ This
15 section ~~shall~~ DOES NOT preclude ~~the~~ A landlord from retaining the security
16 deposit for nonpayment of rent, abandonment of the premises, or
17 nonpayment of utility charges, repair work, or cleaning contracted for by
18 the tenant.

19 **SECTION 14.** In Colorado Revised Statutes, 38-12-401, **amend**
20 (3), (4), and (6); and **add** (4.5), (5.5), (7), and (8) as follows:

21 **38-12-401. Definitions.** As used in this part 4, unless the context
22 otherwise requires:

23 (3) "Domestic violence" ~~has the same meaning as provided~~ MEANS
24 THE CONDUCT DESCRIBED in section 18-6-800.3 (1) OR ANY CONDUCT
25 DESCRIBED IN SECTION 13-14-101 (2.1).

26 (4) "Medical professional" means a person licensed to practice
27 medicine pursuant to article 240 of title 12, or A PERSON LICENSED AND IN

1 GOOD STANDING TO PRACTICE MEDICINE IN ANOTHER STATE, OR A PERSON
2 LICENSED to practice nursing or as a certified midwife pursuant to part 1
3 of article 255 of title 12 OR IN ANOTHER STATE.

4 (4.5) "MENTAL HEALTH PROVIDER" MEANS AN EMPLOYEE, AGENT,
5 OR VOLUNTEER OF A VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY,
6 A MEDICAL PROFESSIONAL, A MENTAL HEALTH PROFESSIONAL LICENSED OR
7 CERTIFIED PURSUANT TO ARTICLE 245 OF TITLE 12, A PEER SUPPORT
8 SPECIALIST, AS DEFINED IN SECTION 27-60-108, OR A MENTAL HEALTH
9 HOSPITAL, BEHAVIORAL HEALTH ENTITY, CLINIC, OR INSTITUTION.

10 (5.5) "TENANT" HAS THE SAME MEANING AS SET FORTH IN SECTION
11 38-12-502 AND INCLUDES "HOME OWNERS", AS DEFINED IN SECTION
12 38-12-201.5.

13 (6) "Unlawful sexual behavior" means the criminal ~~offense~~
14 ~~described~~ OFFENSES LISTED in section 16-22-102 (9) OR ANY CONDUCT
15 DESCRIBED IN SECTION 13-14-101 (2.9).

16 (7) "VICTIM-SURVIVOR" MEANS A RESIDENTIAL TENANT WHO HAS
17 PROVIDED DOCUMENTATION REQUIRED PURSUANT TO SECTION 38-12-402
18 (2)(a.5).

19 (8) "VICTIM-SURVIVOR SERVICE PROVIDER" MEANS AN
20 ORGANIZATION OR INDIVIDUAL THAT PROVIDES SERVICES TO
21 VICTIM-SURVIVORS OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,
22 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, INCLUDING VICTIM'S
23 ADVOCATES AS DESCRIBED IN SECTION 13-90-107 (1)(k)(II).

24 **SECTION 15.** In Colorado Revised Statutes, **amend** 38-12-402
25 as follows:

26 **38-12-402. Protection for victim-survivors of unlawful sexual**
27 **behavior, stalking, domestic violence, or domestic abuse. (1) A**

1 landlord shall not include in a residential rental agreement or lease
2 agreement for housing a provision authorizing the landlord to terminate
3 the agreement, or to impose a penalty on OR TAKE ANY ADVERSE ACTION
4 AGAINST a ~~residential~~ tenant, for calls made by the ~~residential~~ tenant for
5 peace officer assistance or other emergency assistance in response to a
6 situation involving UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic
7 violence, OR domestic abuse. ~~unlawful sexual behavior, or stalking. A~~
8 ~~residential tenant may not waive~~ A RESIDENTIAL RENTAL AGREEMENT,
9 LEASE AGREEMENT, OR OTHER AGREEMENT MUST NOT CONTAIN A WAIVER
10 OF the ~~residential~~ tenant's right to call for police or other emergency
11 assistance.

12 (2) (a) If a tenant to a residential rental agreement or lease
13 agreement, OR A QUALIFIED THIRD PARTY DESCRIBED IN SUBSECTION
14 (2)(a.5)(I)(B) OF THIS SECTION, notifies the landlord in writing that ~~he or~~
15 ~~she~~ THE TENANT is the ~~victim~~ VICTIM-SURVIVOR of unlawful sexual
16 behavior, stalking, domestic violence, or domestic abuse and provides to
17 the landlord evidence of unlawful sexual behavior, stalking, domestic
18 violence, or domestic abuse ~~victimization~~ as described in subsection
19 (2)(a.5) of this section, and the ~~residential~~ tenant ~~seeks~~ INTENDS to vacate
20 the premises due to fear of ~~imminent danger for self or children~~ because
21 of the unlawful sexual behavior, stalking, domestic violence, or domestic
22 abuse, then the ~~residential~~ tenant may terminate the residential rental
23 agreement or lease agreement and vacate the premises without further
24 obligation except as otherwise provided in subsection (2)(b) of this
25 section.

26 (a.5) (I) For the purposes of subsection (2)(a) of this section,
27 ~~(f)~~ to provide evidence that ~~he or she~~ THE TENANT is a ~~victim~~

1 VICTIM-SURVIVOR of unlawful sexual behavior, STALKING, domestic
2 violence, or domestic abuse, a tenant may provide to ~~his or her~~ THE
3 landlord ~~a police report written within the prior sixty days, a valid~~
4 ~~protection order, or a written statement from a medical professional or~~
5 ~~application assistant who has examined or consulted with the victim,~~
6 ~~which written statement confirms such fact; and~~

7 (H) ~~To provide evidence that he or she is a victim of stalking, a~~
8 ~~tenant may provide to his or her landlord a police report written within the~~
9 ~~prior sixty days, a valid protection order, or a written statement from an~~
10 ~~application assistant who has consulted with the victim, which written~~
11 ~~statement confirms such fact~~ AT LEAST ONE OF THE FOLLOWING:

12 (A) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT IS
13 A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING,
14 DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF
15 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
16 DOMESTIC ABUSE IS THE CAUSE OF, OR CONTRIBUTED TO, TERMINATION OF
17 THE RESIDENTIAL TENANCY. IF A LANDLORD RECEIVES DOCUMENTATION
18 PURSUANT TO THIS SUBSECTION (2)(a.5)(I) THAT CONTAINS CONFLICTING
19 INFORMATION, THE LANDLORD MAY REQUIRE A TENANT TO SUBMIT A
20 LETTER SIGNED BY A QUALIFIED THIRD-PARTY PURSUANT TO THIS
21 SUBSECTION (2)(a.5)(I)(B).

22 (B) A LETTER SIGNED BY A QUALIFIED THIRD PARTY, INCLUDING,
23 BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER OF A
24 VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL WORKER,
25 A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL HEALTH
26 PROVIDER FROM WHOM A TENANT HAS SOUGHT ASSISTANCE RELATING TO
27 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR

1 DOMESTIC ABUSE. THE LETTER MUST STATE THAT THE QUALIFIED THIRD
2 PARTY BELIEVES THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR,
3 STALKING, DOMESTIC ABUSE, OR DOMESTIC VIOLENCE OCCURRED AND IS
4 THE GROUNDS FOR TERMINATION OF THE RESIDENTIAL TENANCY;

5 (C) A POLICE REPORT FROM THE PRIOR ONE HUNDRED AND
6 TWENTY DAYS THAT STATES THE TENANT REPORTED UNLAWFUL SEXUAL
7 BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE; OR

8 (D) A VALID CIVIL, CRIMINAL, OR EMERGENCY PROTECTION ORDER
9 OR RESTRAINING ORDER ISSUED PURSUANT TO ARTICLE 14 OR ARTICLE 14.5
10 OF TITLE 13 OR SECTION 18-1-1001.

11 (II) ADDITIONAL OR OTHER DOCUMENTATION IS NOT REQUIRED TO
12 QUALIFY THE TENANT AS A VICTIM-SURVIVOR.

13 (b) If a tenant to a residential rental agreement or lease agreement
14 terminates the residential rental agreement or lease agreement and vacates
15 the premises pursuant to subsection (2)(a) of this section AND IF THE
16 LANDLORD HAS INCURRED ECONOMIC DAMAGES AS A DIRECT RESULT OF
17 THE TENANT'S EARLY TERMINATION OF THE AGREEMENT AND THE
18 LANDLORD HAS PROVIDED DOCUMENTATION OF THE LANDLORD'S
19 INCURRED ECONOMIC DAMAGES TO THE TENANT WITHIN THIRTY DAYS
20 AFTER TERMINATION OF THE AGREEMENT, then the tenant is responsible
21 for AN AMOUNT NOT TO EXCEED one month's rent following vacation of
22 the premises, which amount is due and payable to the landlord within
23 ninety days after the tenant vacates the premises; EXCEPT THAT, IF
24 ANOTHER TENANT REMAINS ON THE RESIDENTIAL RENTAL AGREEMENT OR
25 LEASE AGREEMENT AFTER THE VICTIM-SURVIVOR TERMINATES THE
26 AGREEMENT, THE LANDLORD SHALL NOT COLLECT THE ONE MONTH'S RENT
27 FROM THE VICTIM-SURVIVOR. The landlord is not obligated to refund the

1 security deposit to the tenant until the tenant has paid the one month's rent
2 pursuant to this section. ~~Notwithstanding the provisions of section~~
3 ~~38-12-103, the landlord and the tenant to a residential rental agreement~~
4 ~~or lease agreement may use any amounts owed to the other to offset costs~~
5 ~~for the one month's rent, or the security deposit. The provisions of this~~
6 ~~subsection (2)(b) apply only if the landlord has experienced and~~
7 ~~documented damages equal to at least one month's rent as a result of the~~
8 ~~tenant's early termination of the agreement.~~ IF THE VICTIM-SURVIVOR AND
9 RESPONSIBLE PARTY ARE BOTH PARTIES TO THE RESIDENTIAL RENTAL
10 AGREEMENT OR LEASE AGREEMENT, THERE IS A PRESUMPTION THAT THE
11 VICTIM-SURVIVOR RECEIVES THE FULL SECURITY DEPOSIT, LESS ANY
12 AMOUNT LAWFULLY WITHHELD PURSUANT TO SECTION 38-12-103, AS
13 DETERMINED AT THE END OF THE VICTIM-SURVIVOR'S TENANCY. A
14 LANDLORD MUST NOT DEDUCT FROM A SECURITY DEPOSIT OR OTHERWISE
15 CHARGE A VICTIM-SURVIVOR FOR DAMAGES INCURRED DUE TO THE
16 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
17 DOMESTIC ABUSE EXPERIENCED BY A VICTIM-SURVIVOR, AND THE
18 LANDLORD MAY ONLY PURSUE COMPENSATION FOR THE DAMAGES FROM
19 THE RESPONSIBLE PARTY.

20 (c) FOR A LANDLORD TO SEEK COMPENSATION THAT INCLUDES,
21 BUT DOES NOT EXCEED, ONE MONTH'S RENT PURSUANT TO SUBSECTION
22 (2)(b) OF THIS SECTION, THE LANDLORD SHALL PROVIDE A WRITTEN
23 STATEMENT OF ACTUAL DAMAGES AS A DIRECT RESULT OF THE TENANT'S
24 EARLY TERMINATION OF THE RESIDENTIAL RENTAL AGREEMENT OR LEASE
25 AGREEMENT WITHIN THIRTY DAYS AFTER THE DATE OF THE TENANT'S
26 NOTICE OF TERMINATION. A LANDLORD'S FAILURE TO PROVIDE THE
27 WRITTEN STATEMENT OF DAMAGES INCURRED WITHIN THIRTY DAYS AFTER

1 THE DATE OF THE TENANT'S NOTICE OF TERMINATION IS A FORFEITURE OF
2 THE LANDLORD'S RIGHT TO CHARGE OR COLLECT ANY FUTURE RENT
3 FOLLOWING A TENANT'S EARLY TERMINATION OF THE RESIDENTIAL RENTAL
4 AGREEMENT OR LEASE AGREEMENT PURSUANT TO THIS SECTION.

5 (d) (I) A LANDLORD SHALL NOT ASSIGN A DEBT ALLEGEDLY OWED
6 PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION BY A VICTIM-SURVIVOR
7 TO A THIRD-PARTY DEBT COLLECTOR UNLESS THE LANDLORD:

8 (A) COMPLIES WITH THE REQUIREMENTS DESCRIBED IN
9 SUBSECTIONS (2)(b) AND (2)(c) OF THIS SECTION; AND

10 (B) PROVIDES AT LEAST NINETY DAYS' WRITTEN NOTICE TO THE
11 VICTIM-SURVIVOR EXPRESSING THE LANDLORD'S INTENT TO ASSIGN THE
12 DEBT TO A THIRD-PARTY DEBT COLLECTOR. THE WRITTEN NOTICE MUST BE
13 PROVIDED THROUGH ANY METHOD OF COMMUNICATION THAT A
14 VICTIM-SURVIVOR REQUESTS FOR CORRESPONDENCE, OR IF NO METHOD
15 WAS PROVIDED, THROUGH THE LAST-KNOWN ELECTRONIC
16 COMMUNICATION CONTACT INFORMATION, WHICH MAY INCLUDE THE
17 VICTIM-SURVIVOR'S EMAIL ADDRESS.

18 (II) A LANDLORD SHALL NOT ASSIGN A DEBT TO A THIRD PARTY IF
19 A VICTIM-SURVIVOR COMPLIES WITH THE LAWFUL NOTICE SEEKING
20 COLLECTION OF THE UNPAID RENT THAT IS MADE PURSUANT TO
21 SUBSECTION (2)(b) OF THIS SECTION AND THIS SUBSECTION (2)(d) BEFORE
22 THE EXPIRATION OF THE NINETY-DAY NOTICE REQUIRED PURSUANT TO
23 SUBSECTION (2)(d)(I)(B) OF THIS SECTION.

24

25 (3) ~~Nothing in this part 4 authorizes the termination of tenancy~~
26 ~~and~~ A LANDLORD SHALL NOT TERMINATE A RESIDENTIAL RENTAL
27 AGREEMENT OR LEASE AGREEMENT OR eviction of a ~~residential~~ tenant

1 solely because the ~~residential~~ tenant is the ~~victim~~ VICTIM-SURVIVOR of
2 unlawful sexual behavior, stalking, domestic violence, or domestic abuse.

3 (4) (a) If a tenant to a residential rental agreement or lease
4 agreement, OR A QUALIFIED THIRD PARTY DESCRIBED IN SUBSECTION
5 (2)(a.5)(I)(B) OF THIS SECTION, notifies the landlord that the tenant is a
6 ~~victim~~ VICTIM-SURVIVOR of unlawful sexual behavior, stalking, domestic
7 violence, or domestic abuse, the landlord ~~shall~~ MUST not disclose ~~such~~
8 ~~fact~~ THAT INFORMATION to any person, INCLUDING A CO-TENANT, except
9 with the EXPRESS WRITTEN consent of the ~~victim~~ VICTIM-SURVIVOR or ~~as~~
10 IF the landlord ~~may be~~ IS required to do so ~~by law~~ PURSUANT TO A COURT
11 ORDER. ~~HOWEVER, IF THE TENANT PROVIDES WRITTEN OR ACTUAL NOTICE~~
12 ~~TO THE LANDLORD THAT THE TENANT IS A VICTIM-SURVIVOR AND THE~~
13 ~~TENANT CONSENTS TO THE LANDLORD SHARING THE INFORMATION WITH~~
14 ~~THE COURT, THE LANDLORD SHALL DISCLOSE THE INFORMATION TO THE~~
15 ~~COURT IN ANY CIVIL ACTION ON THE COMPLAINT WITH THE RETURN OF~~
16 ~~SERVICE FILED WITH THE COURT, OR AT ANY SUCH TIME THAT THE~~
17 ~~LANDLORD BECOMES AWARE OF THE TENANT'S STATUS AS A~~
18 ~~VICTIM-SURVIVOR.~~

19 (b) If a tenant to a residential rental agreement or lease agreement
20 terminates ~~his or her~~ THE lease pursuant to this section because ~~he or she~~
21 THE TENANT is a ~~victim~~ VICTIM-SURVIVOR of unlawful sexual behavior,
22 stalking, domestic violence, or domestic abuse, and the tenant provides
23 the landlord with a new address, the landlord ~~shall~~ MUST not disclose ~~such~~
24 THE address to any person except with the EXPRESS WRITTEN consent of
25 the ~~victim~~ VICTIM-SURVIVOR or ~~as~~ IF the landlord ~~may be~~ IS required to do
26 so ~~by law~~ PURSUANT TO A COURT ORDER.

27 (5) A LANDLORD SHALL NOT INQUIRE ABOUT, CONSIDER, OR

1 REQUIRE DISCLOSURE OF ANY INFORMATION FROM A RENTAL APPLICANT
2 REGARDING THE APPLICANT'S STATUS AS A VICTIM-SURVIVOR OR
3 EXPERIENCE WITH UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC
4 VIOLENCE, OR DOMESTIC ABUSE.

5 (6) THIS SECTION DOES NOT PROHIBIT A TENANT FROM
6 TERMINATING THE TENANT'S RESIDENTIAL RENTAL AGREEMENT OR LEASE
7 AGREEMENT PRIOR TO THE COURT'S ENTRY OF AN EVICTION ORDER.

8 (7) (a) IF A TENANT TO A RESIDENTIAL RENTAL AGREEMENT OR
9 LEASE AGREEMENT PROVIDES NOTICE TO THE LANDLORD THAT THE
10 TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR,
11 STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND PROVIDES THE
12 LANDLORD WITH THE DOCUMENTATION REQUIRED PURSUANT TO
13 SUBSECTION (2)(a.5) OF THIS SECTION, THE LANDLORD SHALL NOT
14 PREVENT THE TENANT FROM CHANGING THE LOCKS, OR IMPOSE FEES ON,
15 TAKE ANY ADVERSE ACTION AGAINST, OR OTHERWISE RETALIATE AGAINST
16 THE TENANT FOR CHANGING THE LOCKS, INCLUDING ELECTRONIC LOCKS,
17 OR PREVENT THE TENANT FROM TAKING ANY OTHER REASONABLE SAFETY
18 PRECAUTIONS, INCLUDING, BUT NOT LIMITED TO, INSTALLING WINDOW
19 BARS, CAMERAS, OR OTHER NON-PERMANENT MODIFICATIONS TO THE
20 DWELLING UNIT. A LANDLORD MUST TAKE ALL STEPS REASONABLY
21 NECESSARY TO ENSURE THE SAFETY OF THE DWELLING UNIT IN RESPONSE
22 TO A TENANT'S SAFETY CONCERNS. ANY PROVISION IN A RESIDENTIAL
23 RENTAL AGREEMENT OR LEASE AGREEMENT THAT PROHIBITS A TENANT
24 FROM CHANGING A LOCK AS A SAFETY PRECAUTION OR TAKING OTHER
25 REASONABLE SAFETY PRECAUTIONS IS NULL AND VOID AND
26 UNENFORCEABLE.

27 (b) IT IS NOT A MATERIAL VIOLATION OF THE RESIDENTIAL RENTAL

1 AGREEMENT OR LEASE AGREEMENT PURSUANT TO SECTION 13-40-104
2 (1)(e) OR A SUBSTANTIAL VIOLATION OF THE RESIDENTIAL RENTAL
3 AGREEMENT OR LEASE AGREEMENT PURSUANT TO SECTION 13-40-104
4 (1)(d.5) IF THE TENANT CHANGES THE LOCKS, INCLUDING ELECTRONIC
5 LOCKS, OR TAKES ANY OTHER REASONABLE SAFETY PRECAUTIONS,
6 INCLUDING, BUT NOT LIMITED TO, INSTALLING WINDOW BARS, CAMERAS,
7 OR OTHER NON-PERMANENT MODIFICATIONS TO THE DWELLING UNIT.

8 (c) (I) IF A TENANT CHANGES A LOCK, INCLUDING AN ELECTRONIC
9 LOCK, PURSUANT TO THIS SUBSECTION (7), THE TENANT SHALL MAKE ALL
10 REASONABLE EFFORTS TO PROVIDE THE LANDLORD WITH A COPY OF THE
11 KEY, OR THE ELECTRONIC CODE OR OTHER INFORMATION NEEDED TO
12 ACCESS AN ELECTRONIC LOCK, AS SOON AS REASONABLY PRACTICABLE
13 BUT NO LATER THAN FOURTEEN DAYS AFTER THE LOCK OR ELECTRONIC
14 LOCK IS CHANGED.

15 (II) IF THE LANDLORD, PROPERTY MANAGER, OR OWNER OF THE
16 PROPERTY IS THE PERSON ALLEGED TO BE RESPONSIBLE FOR THE
17 UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR
18 DOMESTIC ABUSE, THE TENANT SHALL MAKE REASONABLE EFFORTS TO
19 PROVIDE A COPY OF THE KEY OR ELECTRONIC CODE TO ANOTHER PERSON
20 WHO HAS THE AUTHORITY TO MANAGE THE PROPERTY AND WHO THE
21 TENANT DETERMINES IS SAFE, PROVIDED THE PERSON WHO IS GIVEN A
22 COPY OF THE KEY OR ELECTRONIC CODE AGREES NOT TO SHARE THE KEY
23 OR ELECTRONIC CODE WITH THE LANDLORD, PROPERTY MANAGER, OR
24 OWNER WHO IS ALLEGED TO BE RESPONSIBLE FOR THE UNLAWFUL SEXUAL
25 BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE.

26 (8) A TENANT MAY BRING A CIVIL ACTION AGAINST A LANDLORD
27 FOR A VIOLATION OF THIS SECTION IN ORDER TO RESTRAIN FURTHER

1 VIOLATIONS AND RECOVER DAMAGES, COSTS, AND REASONABLE
2 ATTORNEY FEES. IF THE COURT FINDS A VIOLATION OCCURRED, THE COURT
3 SHALL AWARD THE TENANT STATUTORY DAMAGES EQUAL TO THE
4 TENANT'S ACTUAL DAMAGES AND THE GREATER OF EITHER THREE TIMES
5 THE MONTHLY RENT OR FIVE THOUSAND DOLLARS, AS WELL AS ANY
6 PUNITIVE DAMAGES, OTHER DAMAGES, ATTORNEY FEES, AND COSTS THAT
7 MAY BE OWED TO THE TENANT.

8 **SECTION 16.** In Colorado Revised Statutes, 38-12-1302, **amend**
9 (1)(d) as follows:

10 **38-12-1302. Applicability.** (1) This part 13 applies to every
11 residential premises in the state; except that this part 13 does not apply to:

12 (d) A residential premises that is leased to a tenant pursuant to an
13 employer-provided housing agreement, as defined in section 13-40-104;
14 ~~(5)(a);~~

15 **SECTION 17. Effective date.** This act takes effect upon passage;
16 except that sections 3, 5, 6, 7, 8, and 11 take effect August 6, 2025.

17 **SECTION 18. Safety clause.** The general assembly finds,
18 determines, and declares that this act is necessary for the immediate
19 preservation of the public peace, health, or safety or for appropriations for
20 the support and maintenance of the departments of the state and state
21 institutions.