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HOUSE BILL 25-1168

BY REPRESENTATIVE(S) Lindsay and Espenoza, Bacon, Bird, Boesenecker, Brown, Camacho, Clifford, Duran, English, Froelich, Garcia, Jackson, Lukens, Mabrey, Phillips, Rutinel, Sirota, Stewart K., Stewart R., Story, Titone, Willford, Joseph, Lieder, Lindstedt, Marshall, McCormick, Ricks, Valdez, McCluskie;
also SENATOR(S) Weissman, Ball, Bridges, Cutter, Danielson, Gonzales J., Jodeh, Kipp, Kolker, Michaelson Jenet, Rodriguez, Sullivan, Wallace, Winter F., Coleman.

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

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

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that:

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

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

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

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

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

(e) Gender-based violence perpetuates cycles of poverty and imperils a victim-survivor's economic stability by endangering or preventing employment, decimating credit history, and depleting the victim-survivor's available money. Consequently, many victim-survivors in Colorado face eviction when the victim-survivor is unable to pay rent.

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

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

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

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

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

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

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

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

(III) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE IS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN THE ALLEGED UNLAWFUL DETENTION OF REAL PROPERTY DESCRIBED IN SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS SECTION. THE SELF-ATTESTATION AFFIDAVIT MUST INCLUDE THE NAME OF THE PARTY WHO IS ALLEGEDLY RESPONSIBLE FOR THE UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, IF THE NAME OF THE PARTY IS KNOWN AND IF THE TENANT DETERMINES IT IS SAFE TO PROVIDE.

(IV) (A) A LETTER SIGNED BY A QUALIFIED THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER OF A VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL WORKER, A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL HEALTH

PROVIDER, AS DEFINED IN SECTION 38-12-401, FROM WHOM A TENANT HAS SOUGHT ASSISTANCE RELATING TO UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE. THE LETTER MUST STATE THAT THE QUALIFIED THIRD PARTY BELIEVES THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE OCCURRED AND IS THE CAUSE OF, CONTRIBUTED TO, OR RESULTED IN THE ALLEGED UNLAWFUL DETENTION DESCRIBED IN SUBSECTION (1)(d), (1)(d.5), (1)(e), OR (1)(e.5) OF THIS SECTION.

(B) IF A LANDLORD RECEIVES DOCUMENTATION PURSUANT TO THIS SUBSECTION (4)(a) THAT CONTAINS CONFLICTING INFORMATION, THE LANDLORD MAY REQUIRE A TENANT TO SUBMIT A LETTER SIGNED BY A QUALIFIED THIRD-PARTY PURSUANT TO SUBSECTION (4)(a)(IV)(A) OF THIS SECTION.

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

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

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

(e) (I) (A) IF THE 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 DOCUMENTATION PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION THAT THE TENANT IS A VICTIM-SURVIVOR, THE LANDLORD SHALL OFFER THE TENANT A REPAYMENT

PLAN NO LATER THAN THREE BUSINESS DAYS AFTER SERVING A DEMAND FOR UNPAID RENT OR NO LATER THAN THREE BUSINESS DAYS AFTER RECEIVING THE DOCUMENTATION DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION, WHICHEVER IS LATER. WITHIN SEVEN DAYS AFTER RECEIPT OF THE REPAYMENT PLAN OFFERED BY THE LANDLORD, THE TENANT SHALL ACCEPT THE LANDLORD'S REPAYMENT PLAN OR PROPOSE AN ALTERNATIVE REPAYMENT PLAN THAT CONFORMS WITH THE REQUIREMENTS OF THIS SUBSECTION (4)(e). IF THE TENANT ACCEPTS THE REPAYMENT PLAN AND EITHER PARTY NOTIFIES THE COURT BY MOTION, THE COURT MUST VACATE ANY PREVIOUS ORDER OF JUDGMENT. IF EITHER PARTY NOTIFIES A COURT THAT THE PARTIES HAVE AGREED UPON A REPAYMENT PLAN, THE COURT SHALL NOT ENTER AN ORDER OF JUDGMENT FOR POSSESSION OR FOR MONETARY DAMAGES DURING THE PENDENCY OF A REPAYMENT PLAN, EXCEPT AS PROVIDED IN SUBSECTION (4)(e)(I)(B) OF THIS SECTION. A LANDLORD'S FAILURE TO OFFER A REPAYMENT PLAN PURSUANT TO THIS SUBSECTION (4)(e)(I)(A) IS AN AFFIRMATIVE DEFENSE TO AN ACTION FOR UNLAWFUL DETAINER. A TENANT'S FAILURE TO ACCEPT THE LANDLORD'S REPAYMENT PLAN OR FAILURE TO PROPOSE AN ALTERNATIVE REPAYMENT PLAN WITHIN SEVEN DAYS AFTER RECEIPT OF THE LANDLORD'S REPAYMENT PLAN IS A WAIVER OF THE AFFIRMATIVE DEFENSE. THE REPAYMENT PLAN MUST BE STRUCTURED AT THE TENANT'S DISCRETION AND MUST INCLUDE, AT A MINIMUM, A REQUIREMENT THAT THE TENANT PAY THE FULL REPAYMENT OF ALL LAWFULLY OWED RENT AND MAKE PAYMENTS ON A MONTHLY BASIS, AND THE REPAYMENT PLAN MUST INCLUDE THE AMOUNT THAT MUST BE PAID ON A MONTHLY BASIS, WHICH MUST BE AT LEAST TWENTY-FIVE DOLLARS PER MONTH. THE REPAYMENT PLAN MUST NOT EXCEED NINE MONTHS FROM THE DATE THE PLAN IS ESTABLISHED.

(B) THE TENANT SHALL MAKE PAYMENTS ACCORDING TO THE REPAYMENT PLAN SCHEDULE. ANY PAYMENT MADE MORE THAN TEN DAYS AFTER THE DATE AGREED UPON FOR EACH PAYMENT INSTALLMENT IS UNTIMELY. IF A TENANT FAILS TO MAKE A PAYMENT OR MAKES THREE OR MORE UNTIMELY PAYMENTS, THE LANDLORD MAY SERVE, NO SOONER THAN SEVEN DAYS AFTER THE PAYMENT IS UNTIMELY OR IS NOT MADE, THE TENANT WITH A NOTICE OF DEFAULT DEMANDING PAYMENT OF ALL RENT THAT REMAINS LAWFULLY OWED A PAYMENT THAT IS NOT MADE BEFORE THE NEXT MONTHLY PAYMENT IS DUE CONSTITUTES A FAILURE TO MAKE A PAYMENT. IF THE TENANT FAILS TO MAKE THE PAYMENT OF ALL REMAINING RENT WITHIN SEVEN DAYS, THE LANDLORD MAY FILE A MOTION FOR JUDGMENT FOR POSSESSION. IN AN ACTION FOR JUDGMENT FOR POSSESSION,

THE TENANT MAY ASSERT ANY AVAILABLE DEFENSES FOR NONPAYMENT OF RENT THAT MAY BE APPLICABLE.

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

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

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

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

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

~~(a)~~(c) "Employer-provided housing agreement" means a residential tenancy agreement between an employee and an employer when the employer or an affiliate of the employer acts as a landlord.

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

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

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

(g) "VICTIM-SURVIVOR" HAS THE SAME MEANING AS SET FORTH IN

SECTION 38-12-401.

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

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

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

13-40-106. Written demand. (4) IF THE DEMAND OR NOTICE REQUIRED BY SECTION 13-40-104 OR 38-12-1303 INCLUDES A DEMAND FOR UNPAID RENT, THE DEMAND OR NOTICE MUST INCLUDE A STATEMENT THAT IF THE TENANT HAS EXPERIENCED UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE THAT HAS CAUSED THE TENANT TO MISS A RENT PAYMENT, THE TENANT MAY PROVIDE THE LANDLORD WITH DOCUMENTATION OF THE UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND IS ENTITLED TO A REPAYMENT PLAN THAT ALLOWS THE TENANT TO REPAY THE UNPAID RENT OVER A PERIOD OF TIME NOT TO EXCEED NINE MONTHS.

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

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

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

(5) (c) (I) ~~The~~ A landlord ~~shall~~ DOES not have a basis for possession ~~under~~ PURSUANT TO this section if the tenant or lessee is the ~~victim~~ VICTIM-SURVIVOR of UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic

violence, ~~as that term is defined in section 18-6-800.3, C.R.S., or of domestic abuse, as that term is defined in section 13-14-101 (2),~~ which UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic abuse was the cause of, CONTRIBUTED TO, or resulted in the alleged substantial violation and ~~which~~ THE UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, or domestic abuse has been documented pursuant to ~~the provisions set forth in~~ section 13-40-104 (4).

(II) ~~Nothing in this paragraph (c) shall~~ THIS SUBSECTION (5)(c) DOES NOT prevent ~~the~~ A landlord from seeking possession against a tenant or lessee of the premises who ~~perpetuated~~ IS RESPONSIBLE FOR the UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC violence, or DOMESTIC abuse that was the cause of, CONTRIBUTED TO, or resulted in the alleged substantial violation.

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

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

(2) IF A TENANT PROVIDES THE LANDLORD WITH WRITTEN OR ACTUAL NOTICE THAT THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, THE LANDLORD SHALL MAKE ALL REASONABLE EFFORTS TO PERFECT SERVICE DESCRIBED IN SUBSECTION (1) OF THIS SECTION THROUGH PERSONAL SERVICE TO THE TENANT WHO PROVIDED THE WRITTEN OR ACTUAL NOTICE. IF PERSONAL SERVICE CANNOT BE PERFECTED AFTER THREE ATTEMPTS, THE LANDLORD SHALL PERFECT SERVICE BY POSTING A COPY OF THE NOTICE IN A CONSPICUOUS PLACE ON THE PREMISES AND BY SERVING THE NOTICE TO THE TENANT THROUGH CERTIFIED MAIL OR THROUGH ANY COMMERCIAL MAIL COURIER, PROVIDED THE NOTICE INCLUDES A RECEIPT OR OTHER

DOCUMENTATION DEMONSTRATING PROOF OF DELIVERY.

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

13-40-110. Action - how commenced - report. (3.5) IF THE TENANT PROVIDES WRITTEN OR ACTUAL NOTICE TO THE LANDLORD THAT THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, AND THE TENANT CONSENTS TO THE LANDLORD SHARING THE INFORMATION WITH THE COURT, THE LANDLORD SHALL DISCLOSE THE INFORMATION ON THE COMPLAINT OR WITH THE RETURN OF SERVICE FILED WITH THE COURT.

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

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

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

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

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

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

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

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

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

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

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

alias summons, and a copy of the complaint to the defendant at the premises by postage prepaid, first-class mail.

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

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

(b) IF THE DEFENDANT ASSERTS BY MOTION THAT THE DEFENDANT DID NOT TIMELY FILE AN ANSWER IN WRITING BECAUSE THE DEFENDANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND DID NOT RECEIVE OR HAVE A REASONABLE OPPORTUNITY TO REVIEW THE SUMMONS AND COMPLAINT OR THE DEFENDANT WAS OTHERWISE UNABLE TO APPEAR, THE COURT SHALL RELIEVE THE DEFENDANT FROM FINAL JUDGMENT AND VACATE ANY JUDGMENT OR WRIT OF RESTITUTION THAT MAY HAVE BEEN ISSUED AND PROVIDE THE DEFENDANT WITH A REASONABLE AMOUNT OF TIME, NO LESS THAN SEVEN DAYS, TO SUBMIT AN ANSWER TO THE COMPLAINT.

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

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

(a) The court shall set a date for trial no sooner than seven DAYS, but not more than ten days, after the answer is filed, unless the defendant requests a waiver of ~~this~~ THE requirement in the defendant's answer or after filing an answer; except that a court may extend beyond ten days if either party demonstrates good cause for an extension, if the court otherwise finds

justification for the extension, or if a party participating remotely pursuant to section 13-40-113.5 was disconnected and unable to reestablish connection. The requirement set forth in this subsection (4)(a) does not apply to a forcible entry and detainer petition that alleges a substantial violation, as defined in section 13-40-107.5 (3), or terminates a tenancy pursuant to section 38-12-203 (1)(f), UNLESS THE ALLEGED SUBSTANTIAL VIOLATION OR TERMINATION OF TENANCY IS A RESULT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, PROVIDED THAT THE COURT HAS BEEN MADE AWARE THAT THE TENANT IS A VICTIM-SURVIVOR.

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

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

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

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

13-40-122. Writ of restitution after judgment - definitions. (1) (a) EXCEPT AS PROVIDED IN SUBSECTION (1)(a.5) OF THIS SECTION, a court shall not issue a writ of restitution upon any judgment entered in any action pursuant to this article 40 until forty-eight hours after the time of the

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

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

SECTION 13. In Colorado Revised Statutes, 38-12-103, **amend** (1) as follows:

38-12-103. Return of security deposit. (1) A landlord shall, within one month after the termination of a lease or surrender and acceptance of the premises, whichever occurs last, return to the tenant the full security deposit deposited with the landlord by the tenant, unless the lease agreement specifies a longer period of time, but not to exceed sixty days. ~~No~~ A LANDLORD SHALL NOT RETAIN THE security deposit ~~shall be retained~~ to cover normal wear and tear. IF A TENANT TERMINATES THE LEASE PURSUANT TO SECTION 38-12-402 (2)(a) AND PROVIDES THE DOCUMENTATION REQUIRED PURSUANT TO SECTION 38-12-402 (2)(a.5), 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, AND ANY AMOUNT OF MONEY THAT THE LANDLORD RETAINS FROM THE SECURITY DEPOSIT MUST COMPLY WITH SECTION 38-12-402 (2)(b). In the event that actual cause exists for retaining any portion of the security deposit, the landlord shall provide the tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the

statement is delivered, it ~~shall~~ MUST be accompanied by payment of the difference between any sum deposited and the amount retained. ~~The A~~ landlord is deemed to have complied with this section by mailing ~~said~~ THE statement and any payment required to the last-known address of the tenant. ~~Nothing in~~ This section ~~shall~~ DOES NOT preclude ~~the A~~ landlord from retaining the security deposit for nonpayment of rent, abandonment of the premises, or nonpayment of utility charges, repair work, or cleaning contracted for by the tenant.

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

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

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

(4) "Medical professional" means a person licensed to practice medicine pursuant to article 240 of title 12, or A PERSON LICENSED AND IN GOOD STANDING TO PRACTICE MEDICINE IN ANOTHER STATE, OR A PERSON LICENSED to practice nursing or as a certified midwife pursuant to part 1 of article 255 of title 12 OR IN ANOTHER STATE.

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

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

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

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

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

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

38-12-402. Protection for victim-survivors of unlawful sexual behavior, stalking, domestic violence, or domestic abuse. (1) A landlord shall not include in a residential rental agreement or lease agreement for housing a provision authorizing the landlord to terminate the agreement, or to impose a penalty on OR TAKE ANY ADVERSE ACTION AGAINST a ~~residential~~ tenant, for calls made by the ~~residential~~ tenant for peace officer assistance or other emergency assistance in response to a situation involving UNLAWFUL SEXUAL BEHAVIOR, STALKING, domestic violence, OR domestic abuse. ~~unlawful sexual behavior, or stalking. A residential tenant may not waive~~ A RESIDENTIAL RENTAL AGREEMENT, LEASE AGREEMENT, OR OTHER AGREEMENT MUST NOT CONTAIN A WAIVER OF the ~~residential~~ tenant's right to call for police or other emergency assistance.

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

(a.5) (I) For the purposes of subsection (2)(a) of this section,

~~(F) to provide evidence that he or she THE TENANT is a victim VICTIM-SURVIVOR of unlawful sexual behavior, STALKING, domestic violence, or domestic abuse, a tenant may provide to his or her THE landlord a police report written within the prior sixty days, a valid protection order, or a written statement from a medical professional or application assistant who has examined or consulted with the victim, which written statement confirms such fact; and~~

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

(A) A SELF-ATTESTATION AFFIDAVIT THAT STATES THE TENANT IS A VICTIM-SURVIVOR OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE AND THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE IS THE CAUSE OF, OR CONTRIBUTED TO, TERMINATION OF THE RESIDENTIAL TENANCY. IF A LANDLORD RECEIVES DOCUMENTATION PURSUANT TO THIS SUBSECTION (2)(a.5)(I) THAT CONTAINS CONFLICTING INFORMATION, THE LANDLORD MAY REQUIRE A TENANT TO SUBMIT A LETTER SIGNED BY A QUALIFIED THIRD-PARTY PURSUANT TO THIS SUBSECTION (2)(a.5)(I)(B). THE SELF-ATTESTATION AFFIDAVIT MUST INCLUDE THE NAME OF THE PARTY WHO IS ALLEGEDLY RESPONSIBLE FOR THE UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE, IF THE NAME OF THE PARTY IS KNOWN AND IF THE TENANT DETERMINES IT IS SAFE TO PROVIDE.

(B) A LETTER SIGNED BY A QUALIFIED THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, AN EMPLOYEE, AGENT, OR VOLUNTEER OF A VICTIM-SURVIVOR SERVICE PROVIDER, AN ATTORNEY, A SOCIAL WORKER, A MEDICAL PROFESSIONAL, A FAITH LEADER, OR A MENTAL HEALTH PROVIDER FROM WHOM A TENANT HAS SOUGHT ASSISTANCE RELATING TO UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE. THE LETTER MUST STATE THAT THE QUALIFIED THIRD PARTY BELIEVES THAT THE INCIDENT OF UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC ABUSE, OR DOMESTIC VIOLENCE OCCURRED AND IS THE GROUNDS FOR TERMINATION OF THE RESIDENTIAL TENANCY;

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

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

(II) ADDITIONAL OR OTHER DOCUMENTATION IS NOT REQUIRED TO QUALIFY THE TENANT AS A VICTIM-SURVIVOR. IF A TENANT SEEKS TO EXERCISE THE RIGHTS PURSUANT TO THIS SECTION BUT HAS NOT PROVIDED THE DOCUMENTATION REQUIRED PURSUANT TO SUBSECTION (2)(a.5)(I) OF THIS SECTION, THE TENANT SHALL PROVIDE THE REQUIRED DOCUMENTATION TO THE LANDLORD WITHIN SEVEN DAYS AFTER THE LANDLORD'S WRITTEN REQUEST.

(b) If a tenant to a residential rental agreement or lease agreement terminates the residential rental agreement or lease agreement and vacates the premises pursuant to subsection (2)(a) of this section AND IF THE LANDLORD HAS INCURRED ECONOMIC DAMAGES AS A DIRECT RESULT OF THE TENANT'S EARLY TERMINATION OF THE AGREEMENT AND THE LANDLORD HAS PROVIDED DOCUMENTATION OF THE LANDLORD'S INCURRED ECONOMIC DAMAGES TO THE TENANT WITHIN THIRTY DAYS AFTER TERMINATION OF THE AGREEMENT, then the tenant is responsible for AN AMOUNT NOT TO EXCEED one month's rent following vacation of the premises, which amount is due and payable to the landlord within ninety days after the tenant vacates the premises; EXCEPT THAT, IF ANOTHER TENANT REMAINS ON THE RESIDENTIAL RENTAL AGREEMENT OR LEASE AGREEMENT AFTER THE VICTIM-SURVIVOR TERMINATES THE AGREEMENT, THE LANDLORD SHALL NOT COLLECT THE ONE MONTH'S RENT FROM THE VICTIM-SURVIVOR. The landlord is not obligated to refund the security deposit to the tenant until the tenant has paid the one month's rent pursuant to this section. ~~Notwithstanding the provisions of section 38-12-103, the landlord and the tenant to a residential rental agreement or lease agreement may use any amounts owed to the other to offset costs for the one month's rent, or the security deposit. The provisions of this subsection (2)(b) apply only if the landlord has experienced and documented damages equal to at least one month's rent as a result of the tenant's early termination of the agreement.~~ IF THE VICTIM-SURVIVOR AND RESPONSIBLE PARTY ARE BOTH PARTIES TO THE RESIDENTIAL RENTAL AGREEMENT OR LEASE AGREEMENT, THERE IS A PRESUMPTION THAT THE

VICTIM-SURVIVOR RECEIVES THE FULL SECURITY DEPOSIT, LESS ANY AMOUNT LAWFULLY WITHHELD PURSUANT TO SECTION 38-12-103, AS DETERMINED AT THE END OF THE VICTIM-SURVIVOR'S TENANCY. A LANDLORD MUST NOT DEDUCT FROM A SECURITY DEPOSIT OR OTHERWISE CHARGE A VICTIM-SURVIVOR FOR DAMAGES INCURRED DUE TO THE UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE EXPERIENCED BY A VICTIM-SURVIVOR, AND THE LANDLORD MAY ONLY PURSUE COMPENSATION FOR THE DAMAGES FROM THE RESPONSIBLE PARTY.

(c) FOR A LANDLORD TO SEEK COMPENSATION THAT INCLUDES, BUT DOES NOT EXCEED, ONE MONTH'S RENT PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION, THE LANDLORD SHALL PROVIDE A WRITTEN STATEMENT OF ACTUAL DAMAGES AS A DIRECT RESULT OF THE TENANT'S EARLY TERMINATION OF THE RESIDENTIAL RENTAL AGREEMENT OR LEASE AGREEMENT WITHIN THIRTY DAYS AFTER THE DATE THE TENANT VACATES THE PROPERTY. A LANDLORD'S FAILURE TO PROVIDE THE WRITTEN STATEMENT OF DAMAGES INCURRED WITHIN THIRTY DAYS AFTER THE DATE THE TENANT VACATES THE PROPERTY IS A FORFEITURE OF THE LANDLORD'S RIGHT TO CHARGE OR COLLECT ANY FUTURE RENT FOLLOWING A TENANT'S EARLY TERMINATION OF THE RESIDENTIAL RENTAL AGREEMENT OR LEASE AGREEMENT PURSUANT TO THIS SECTION.

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

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

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

(II) A LANDLORD SHALL NOT ASSIGN A DEBT TO A THIRD PARTY IF A

VICTIM-SURVIVOR COMPLIES WITH THE LAWFUL NOTICE SEEKING COLLECTION OF THE UNPAID RENT THAT IS MADE PURSUANT TO SUBSECTION (2)(b) OF THIS SECTION AND THIS SUBSECTION (2)(d) BEFORE THE EXPIRATION OF THE NINETY-DAY NOTICE REQUIRED PURSUANT TO SUBSECTION (2)(d)(I)(B) OF THIS SECTION.

(3) ~~Nothing in this part 4 authorizes the termination of tenancy and~~ A LANDLORD SHALL NOT TERMINATE A RESIDENTIAL RENTAL AGREEMENT OR LEASE AGREEMENT OR eviction of a ~~residential~~ tenant solely because the ~~residential~~ tenant is the ~~victim~~ VICTIM-SURVIVOR of unlawful sexual behavior, stalking, domestic violence, or domestic abuse.

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

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

(5) A LANDLORD SHALL NOT INQUIRE ABOUT, CONSIDER, OR REQUIRE DISCLOSURE OF ANY INFORMATION FROM A RENTAL APPLICANT REGARDING THE APPLICANT'S STATUS AS A VICTIM-SURVIVOR OR EXPERIENCE WITH

UNLAWFUL SEXUAL BEHAVIOR, STALKING, DOMESTIC VIOLENCE, OR DOMESTIC ABUSE.

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

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

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

(c) (I) IF A TENANT CHANGES A LOCK, INCLUDING AN ELECTRONIC LOCK, PURSUANT TO THIS SUBSECTION (7), THE TENANT SHALL MAKE ALL REASONABLE EFFORTS TO PROVIDE THE LANDLORD WITH A COPY OF THE KEY, OR THE ELECTRONIC CODE OR OTHER INFORMATION NEEDED TO ACCESS AN ELECTRONIC LOCK, AS SOON AS REASONABLY PRACTICABLE BUT NO LATER

THAN FOURTEEN DAYS AFTER THE LOCK OR ELECTRONIC LOCK IS CHANGED.

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

(8) A TENANT MAY BRING A CIVIL ACTION AGAINST A LANDLORD FOR A VIOLATION OF THIS SECTION IN ORDER TO RESTRAIN FURTHER VIOLATIONS AND RECOVER DAMAGES, COSTS, AND REASONABLE ATTORNEY FEES. IF THE COURT FINDS A VIOLATION OCCURRED, THE COURT SHALL AWARD THE TENANT STATUTORY DAMAGES EQUAL TO THE TENANT'S ACTUAL DAMAGES AND THE GREATER OF EITHER THREE TIMES THE MONTHLY RENT OR FIVE THOUSAND DOLLARS, AS WELL AS ANY PUNITIVE DAMAGES, OTHER DAMAGES, ATTORNEY FEES, AND COSTS THAT MAY BE OWED TO THE TENANT.

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

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

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

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

SECTION 18. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

the support and maintenance of the departments of the state and state institutions.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Esther van Mourik
SECRETARY OF
THE SENATE

APPROVED _____
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO