

SENATE COMMITTEE OF REFERENCE REPORT

April 27, 2021

Chair of Committee

Date

Committee on State, Veterans, & Military Affairs.

After consideration on the merits, the Committee recommends the following:

HB21-1121 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend reengrossed bill, page 2, after line 1, insert:

2 **"SECTION 1.** In Colorado Revised Statutes, 13-40-104, **amend**
3 (1)(d), (1)(e), (1)(e.5)(II); and **repeal** (5)(b) as follows:

4 **13-40-104. Unlawful detention defined.** (1) Any person is guilty
5 of an unlawful detention of real property in the following cases:

6 (d) When such tenant or lessee holds over without permission of
7 the tenant's or lessee's landlord after any default in the payment of rent
8 pursuant to the agreement under which the tenant or lessee holds, and, ten
9 days' notice in writing has been duly served upon the tenant or lessee
10 holding over, requiring in the alternative the payment of the rent or the
11 possession of the premises; except that, for a nonresidential agreement or
12 an employer-provided housing agreement, three days' notice is required
13 pursuant to this section. ~~and for an exempt residential agreement, five~~
14 ~~days' notice is required pursuant to this section.~~ No such agreement shall
15 contain a waiver by the tenant of the notice requirement of this subsection
16 (1)(d). It is not necessary, in order to work a forfeiture of such agreement
17 for nonpayment of rent, to make a demand for such rent on the day on
18 which the same becomes due; but a failure to pay such rent upon demand,
19 when made, works a forfeiture.

20 (e) When such tenant or lessee holds over, without such
21 permission, contrary to any other condition or covenant of the agreement
22 under which such tenant or lessee holds, and ten days' notice in writing
23 has been duly served upon such tenant or lessee requiring in the
24 alternative the compliance with such condition or covenant or the delivery



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1 of the possession of the premises so held; except that, for a nonresidential
2 agreement or an employer-provided housing agreement, three days' notice
3 is required pursuant to this section; and for an exempt residential
4 agreement, five days' notice is required pursuant to this section.

5 (e.5) (II) A tenancy pursuant to a residential agreement may be
6 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
7 a subsequent violation of the same condition or covenant of the
8 agreement. The termination of a residential tenancy is effective ten days
9 after service of written notice to quit. Notwithstanding any other
10 provision of this subsection (1)(e.5)(II), a tenancy pursuant to a
11 nonresidential agreement ~~an exempt residential agreement~~, or an
12 employer-provided housing agreement may be terminated at any time
13 pursuant to this subsection (1)(e.5) on the basis of a subsequent violation.
14 The termination of a nonresidential tenancy or an employer-provided
15 housing tenancy is effective three days after service of written notice to
16 quit. and the termination of a tenancy pursuant to an exempt residential
17 agreement is effective five days after service of written notice to quit.

18 (5) As used in this section, unless the context otherwise requires:
19 (b) "~~Exempt residential agreement~~" means a residential agreement
20 ~~leasing a single family home by a landlord who owns five or fewer single~~
21 ~~family rental homes and who provides notice in the agreement that a~~
22 ~~ten-day notice period required pursuant to this section does not apply to~~
23 ~~the tenancy entered into pursuant to the agreement.~~".

24 Renumber succeeding sections accordingly.

25 Page 4, line 4, strike "COURT. IF YOU ARE CLAIMING THAT THE" and
26 substitute "COURT."".

27 Page 4, strike lines 5 through 10.

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