

First Regular Session
Seventy-third General Assembly
STATE OF COLORADO

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 21-0389.01 Conrad Imel x2313

HOUSE BILL 21-1121

HOUSE SPONSORSHIP

Jackson and Jodeh, Caraveo, Weissman, Sirota, Bacon, Benavidez, Bennett, Bird, Cutter, Duran, Esgar, Exum, Garnett, Gonzales-Gutierrez, Gray, Herod, Hooton, Kennedy, Lontine, Michaelson Jenet, Valdez A., Woodrow

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A BILL FOR AN ACT

101 **CONCERNING PROTECTIONS FOR RESIDENTIAL TENANTS RELATED TO**
102 **ACTIONS BY LANDLORDS.**

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>.)

Under existing law, certain residential landlords must give 10 days' notice to tenants prior to starting eviction proceedings for failure to pay rent or for a first or subsequent violation of any other condition or covenant other than a substantial violation. The bill requires landlords to give 14 days' notice in those situations.

Under existing law, the clerk of the court or the attorney for the

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
*Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.*

HOUSE
3rd Reading Unamended
April 1, 2021

HOUSE
Amended 2nd Reading
March 30, 2021

plaintiff may issue a summons to a defendant in an eviction action. The bill requires that the clerk of the court issue the summons in a residential eviction action. The bill extends the period for which the summons must be issued from 7 days before the court appearance to 14 days before the court appearance.

Under existing law, in certain circumstances, a person may serve a notice to quit or summons to the tenant by posting a copy of the notice or summons and the complaint in a conspicuous place upon the premises and a person may serve a notice to quit by leaving it with a member of the tenant's family who is at least 15 years old. The bill removes those provisions for service in residential tenancy actions and requires that the notice to quit or summons be served in the same manner as any other civil action.

Under existing law, if a landlord wins judgment in an eviction action, the court cannot issue a writ of restitution, which directs the county sheriff to assist the landlord in removing the tenant, until 48 hours after judgment. The bill extends the period for residential evictions to 14 days after judgment.

The bill prohibits residential landlords from increasing rent more than one time in a 12-month period of tenancy.

The bill extends the notice period for nonpayment of rent for a home owner in a mobile home park from 10 days to 14 days.

Under existing law, for a tenancy of one month or longer but less than 6 months in which there is no written agreement between the landlord and tenant, a landlord must give 21 days' written notice to the tenant prior to increasing the rent. For a residential tenancy, the bill extends the notice period to 60 days and makes it apply to a tenancy of any duration without a written agreement. The bill prohibits a landlord from terminating a residential tenancy in which there is no written agreement with the primary purpose of increasing a tenant's rent without providing 60 days' notice.

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

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**

1 pursuant to the agreement under which the tenant or lessee holds, and, ten
2 days' notice in writing has been duly served upon the tenant or lessee
3 holding over, requiring in the alternative the payment of the rent or the
4 possession of the premises; except that, for a nonresidential agreement or
5 an employer-provided housing agreement, three days' notice is required
6 pursuant to this section. and for an exempt residential agreement, five
7 days' notice is required pursuant to this section. No such agreement shall
8 contain a waiver by the tenant of the notice requirement of this subsection
9 (1)(d). It is not necessary, in order to work a forfeiture of such agreement
10 for nonpayment of rent, to make a demand for such rent on the day on
11 which the same becomes due; but a failure to pay such rent upon demand,
12 when made, works a forfeiture.

13 (e) When such tenant or lessee holds over, without such
14 permission, contrary to any other condition or covenant of the agreement
15 under which such tenant or lessee holds, and ten days' notice in writing
16 has been duly served upon such tenant or lessee requiring in the
17 alternative the compliance with such condition or covenant or the delivery
18 of the possession of the premises so held; except that, for a nonresidential
19 agreement or an employer-provided housing agreement, three days' notice
20 is required pursuant to this section; and for an exempt residential
21 agreement, five days' notice is required pursuant to this section.

22 (e.5) (II) A tenancy pursuant to a residential agreement may be
23 terminated at any time pursuant to this subsection (1)(e.5) on the basis of
24 a subsequent violation of the same condition or covenant of the
25 agreement. The termination of a residential tenancy is effective ten days
26 after service of written notice to quit. Notwithstanding any other
27 provision of this subsection (1)(e.5)(II), a tenancy pursuant to a

1 nonresidential agreement an exempt residential agreement, or an
2 employer-provided housing agreement may be terminated at any time
3 pursuant to this subsection (1)(e.5) on the basis of a subsequent violation.
4 The termination of a nonresidential tenancy or an employer-provided
5 housing tenancy is effective three days after service of written notice to
6 quit. and the termination of a tenancy pursuant to an exempt residential
7 agreement is effective five days after service of written notice to quit.

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

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

14 [REDACTED]

15 **SECTION 2.** In Colorado Revised Statutes, 13-40-111, **amend**
16 (1) as follows:

17 **13-40-111. Issuance and return of summons.** (1) Upon filing
18 the complaint as ~~provided~~ REQUIRED in section 13-40-110, the clerk of the
19 court or the attorney for the plaintiff shall issue a summons. The
20 summons ~~shall~~ MUST command the defendant to appear before the court
21 at a place named in ~~such~~ THE summons and at a time and on a day which
22 ~~shall be~~ not less than seven days ~~nor~~ BUT NOT more than fourteen days
23 from the day of issuing the same to answer the complaint of plaintiff. The
24 summons ~~shall~~ MUST also contain a statement addressed to the defendant
25 stating: "If you fail to file with the court, at or before the time for
26 appearance specified in the summons, an answer to the complaint setting
27 forth the grounds upon which you base your claim for possession and

1 denying or admitting all of the material allegations of the complaint,
2 judgment by default may be taken against you for the possession of the
3 property described in the complaint, for the rent, if any, due or to become
4 due, for present and future damages and costs, and for any other relief to
5 which the plaintiff is entitled. If you are claiming that the landlord's
6 failure to repair the residential premises is a defense to the landlord's
7 allegation of nonpayment of rent, the court will require you to pay into the
8 registry of the court, at the time of filing your answer, the rent due less
9 any expenses you have incurred based upon the landlord's failure to repair
10 the residential premises." "IF YOU DO NOT RESPOND TO THE LANDLORD'S
11 COMPLAINT BY FILING A WRITTEN ANSWER WITH THE COURT ON OR BEFORE
12 THE DATE AND TIME IN THIS SUMMONS OR APPEARING IN COURT AT THE
13 DATE AND TIME IN THIS SUMMONS, THE JUDGE MAY ENTER A DEFAULT
14 JUDGMENT AGAINST YOU IN FAVOR OF YOUR LANDLORD FOR POSSESSION.
15 A DEFAULT JUDGMENT FOR POSSESSION MEANS THAT YOU WILL HAVE TO
16 MOVE OUT, AND IT MAY MEAN THAT YOU WILL HAVE TO PAY MONEY TO
17 THE LANDLORD. IN YOUR ANSWER TO THE COURT, YOU CAN STATE WHY
18 YOU BELIEVE YOU HAVE A RIGHT TO REMAIN IN THE PROPERTY, WHETHER
19 YOU ADMIT OR DENY THE LANDLORD'S FACTUAL ALLEGATIONS AGAINST
20 YOU, AND WHETHER YOU BELIEVE YOU WERE GIVEN PROPER NOTICE OF
21 THE LANDLORD'S REASONS FOR TERMINATING YOUR TENANCY BEFORE YOU
22 GOT THIS SUMMONS. WHEN YOU FILE YOUR ANSWER, YOU MUST PAY A
23 FILING FEE TO THE CLERK OF THE COURT.

25 **SECTION 3.** In Colorado Revised Statutes, 13-40-122, amend
26 (1) as follows:

27 13-40-122. Writ of restitution after judgment. (1) No A COURT

1 SHALL NOT ISSUE A writ of restitution ~~shall issue~~ upon any judgment
2 entered in any action ~~under the provisions of this article out of any court~~
3 PURSUANT TO THIS ARTICLE 40 until ~~after the expiration of~~ forty-eight
4 hours ~~from~~ AFTER the time of the entry of ~~such~~ THE judgment. ~~and such~~
5 ~~writs~~ A WRIT OF RESTITUTION shall be executed by the officer having the
6 same only in the daytime and between sunrise and sunset AND THE
7 OFFICER SHALL NOT EXECUTE A WRIT OF RESTITUTION CONCERNING A
8 RESIDENTIAL TENANCY UNTIL AT LEAST TEN DAYS AFTER ENTRY OF THE
9 JUDGMENT. Any writ of restitution governed by this section may be
10 executed by the county sheriff's office in which the property is located by
11 a sheriff, undersheriff, or deputy sheriff, as described in section
12 16-2.5-103 (1) or (2), ~~C.R.S.~~, while off duty or on duty at rates charged
13 by the employing sheriff's office in accordance with section 30-1-104
14 (1)(gg). ~~C.R.S.~~

15 

16 **SECTION 4.** In Colorado Revised Statutes, 38-12-204, ~~add~~
17 (3) as follows:

18 **38-12-204. Nonpayment of rent - notice required for rent
19 increase.** (3) A LANDLORD SHALL NOT INCREASE RENT MORE THAN ONE
20 TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE OCCUPANCY BY
21 THE TENANT, REGARDLESS OF:

22 (a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE
23 TENANCY;
24 (b) THE LENGTH OF THE TENANCY; AND
25 (c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED
26 TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

27 

1 **SECTION 5.** In Colorado Revised Statutes, **amend** 38-12-701 as
2 follows:

3 **38-12-701. Notice of rent increase.** (1) Notwithstanding any
4 other provision of law, in a NONRESIDENTIAL tenancy of one month or
5 longer but less than six months ~~where~~ IN WHICH there is no written
6 agreement between the landlord and tenant, a landlord may increase the
7 rent only upon at least twenty-one days' notice to the tenant.

8 (2) (a) NOTWITHSTANDING ANY OTHER LAW, IN A RESIDENTIAL
9 TENANCY IN WHICH THERE IS NO WRITTEN AGREEMENT BETWEEN THE
10 LANDLORD AND TENANT, A LANDLORD MAY INCREASE THE RENT ONLY
11 UPON AT LEAST SIXTY DAYS' WRITTEN NOTICE TO THE TENANT.

12 (b) A LANDLORD MAY NOT TERMINATE A RESIDENTIAL TENANCY
13 IN WHICH THERE IS NO WRITTEN AGREEMENT BY SERVING A TENANT WITH
14 A NOTICE TO QUIT PURSUANT TO SECTION 13-40-107 WITH THE PRIMARY
15 PURPOSE OF INCREASING A TENANT'S RENT IN A MANNER INCONSISTENT
16 WITH THIS SECTION.

17 **SECTION 6.** In Colorado Revised Statutes, **add** 38-12-702 as
18 follows:

19 **38-12-702. Limit on frequency of residential rent increases.**
20 (1) IN RESIDENTIAL TENANCIES, A LANDLORD SHALL NOT INCREASE RENT
21 MORE THAN ONE TIME IN ANY TWELVE-MONTH PERIOD OF CONSECUTIVE
22 OCCUPANCY BY THE TENANT, REGARDLESS OF:
23 (a) WHETHER THERE IS A WRITTEN RENTAL AGREEMENT FOR THE
24 TENANCY;
25 (b) THE LENGTH OF THE TENANCY; AND
26 (c) WHETHER THE TENANT'S RENTAL AGREEMENT IS FOR A FIXED
27 TENANCY, A MONTH-TO-MONTH TENANCY, OR AN INDEFINITE TERM.

1 **SECTION 7. Safety clause.** The general assembly hereby finds,
2 determines, and declares that this act is necessary for the immediate
3 preservation of the public peace, health, or safety.